



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC283549  
Original Issued Date: 03/18/2022  
Issued Date: 03/18/2022  
Expiration Date: 03/18/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: MA Craft Cultivation LLC

Phone Number: 508-410-1547 Email Address: matt@necraftcultivators.com

Business Address 1: 108 West Leyden Road

Business Address 2:

Business City: Colrain

Business State: MA

Business Zip Code: 01340

Mailing Address 1: 12 Robeson Street

Mailing Address 2:

Mailing City: Jamaica Plain

Mailing State: MA

Mailing Zip Code: 02130

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Lesbian, Gay, Bisexual, and Transgender Owned Business

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 29.42

Percentage Of Control: 33.3

Role: Owner / Partner

Other Role:

First Name: Matthew

Last Name: Allen

Suffix:

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

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership:	Percentage Of Control: 33.3	
Role: Board Member	Other Role:	
First Name: Ture	Last Name: Turnbull	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

#### Person with Direct or Indirect Authority 3

Percentage Of Ownership:	Percentage Of Control: 33.3	
Role: Board Member	Other Role:	
First Name: Wesley	Last Name: Ritchie	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

#### Entity with Direct or Indirect Authority 1

Percentage of Control:	Percentage of Ownership: 60.83	
Entity Legal Name: New England Craft Cultivators, LLC	Entity DBA: Tree House Cannabis	DBA City: Dracut
Entity Description: Company that is in the process of licensing cannabis dispensaries in Massachusetts.		
Foreign Subsidiary Narrative:		
Entity Phone: 508-479-8344	Entity Email: wes@necraftcultivators.com	Entity Website: necraftcultivators.com
Entity Address 1: 61 Silva Lane	Entity Address 2: 2nd Floor	
Entity City: Dracut	Entity State: MA	Entity Zip Code: 01850
Entity Mailing Address 1: 12 Robeson Street	Entity Mailing Address 2:	
Entity Mailing City: Jamaica Plain	Entity Mailing State: MA	Entity Mailing Zip Code: 02130

**Relationship Description:** MA Craft Cultivation LLC (MACC) is a partially owned subsidiary of New England Craft Cultivators, LLC (NECC). NECC owns 51% of MACC. The NECC board includes co-CEOs and owners Ture Turnbull and Wesley Ritchie. The MACC board of managers includes Ture Turnbull, Wesley Ritchie, and Matthew Allen. As owners and co-CEOs of NECC, Ritchie and Turnbull represent NECC's interests on the board of managers of MACC.

As managers of MACC, Turnbull, Ritchie, and Allen participate in votes related to the business of the organization that require a majority to take action. Certain actions require unanimous approval of the managers, including liquidating or selling the company, amending the company's articles of organization, hiring or firing executive officers, dispose of assets, and incurring debt over \$50,000, and certain other actions delineated in the limited liability agreement of MA Craft Cultivation.

### CLOSE ASSOCIATES AND MEMBERS

No records found

### CAPITAL RESOURCES - INDIVIDUALS

Date generated: 04/05/2022

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Ture	Last Name: Turnbull	Suffix:
Marijuana Establishment Name: New England Craft Cultivators, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Dracut	Marijuana Establishment State: MA	

##### Individual 2

First Name: Wesley	Last Name: Ritchie	Suffix:
Marijuana Establishment Name: New England Craft Cultivators	Business Type: Marijuana Retailer	
Marijuana Establishment City: Dracut	Marijuana Establishment State: MA	

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 108 West Leyden Road	
Establishment Address 2:	
Establishment City: Colrain	Establishment Zip Code: 01340
Approximate square footage of the Establishment: 124243	How many abutters does this property have?: 2
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier:	Cultivation Environment:

#### FEE QUESTIONS

Cultivation Tier: Tier 06: 40,001 to 50,000 sq. ft    Cultivation Environment: Outdoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	ColrainHCAcertification.pdf	pdf	61155e5f029a6837bd7146d7	08/12/2021
Community Outreach Meeting Documentation	COMattestation.pdf	pdf	61156e8272db7037f432dbcc	08/12/2021
Plan to Remain Compliant with Local Zoning	ComplyLocalZoning.pdf	pdf	6115772fc618dd39aab53589	08/12/2021
Plan to Remain Compliant with Local Zoning	ZoningAppendixA.pdf	pdf	6115773df4f37839b1f315ad	08/12/2021
Plan to Remain Compliant with Local Zoning	ZoningAppendixB.pdf	pdf	61157747b6c7ee37de4662d5	08/12/2021
Plan to Remain Compliant with Local Zoning	ZoningAppendixC.pdf	pdf	6115775472db7037f432dc6c	08/12/2021
Community Outreach Meeting Documentation	AdditionalHCAdetailsRFI.pdf	pdf	61969c20e3155f31cafd25dc	11/18/2021

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
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## ADDITIONAL INFORMATION NOTIFICATION

Notification:

## INDIVIDUAL BACKGROUND INFORMATION

### Individual Background Information 1

Role: Owner / Partner    Other Role: Manager

First Name: Matthew    Last Name: Allen    Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### Individual Background Information 2

Role: Owner / Partner    Other Role: Manager

First Name: Wesley    Last Name: Ritchie    Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

### Individual Background Information 3

Role: Owner / Partner    Other Role: Manager

First Name: Ture    Last Name: Turnbull    Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

## ENTITY BACKGROUND CHECK INFORMATION

### Entity Background Check Information 1

Role: Parent Company    Other Role:

Entity Legal Name: New England Craft Cultivators    Entity DBA: Tree House Cannabis

Entity Description: Marijuana Establishment - Retail

Phone: 508-479-8344    Email: wes@necraftcultivators.com

Primary Business Address 1: 12 Robeson Street    Primary Business Address 2:

Primary Business City: Jamaica Plain    Primary Business State: MA    Principal Business Zip Code: 02130

**Additional Information:** New England Craft Cultivators, LLC (NECC) is currently in the process of licensing two retail marijuana establishments in Massachusetts in Dracut, MA, and Pepperell, MA. MA Craft Cultivation LLC (MACC) is a partially owned subsidiary of NECC. NECC owns 60.83% of NECC. Ture Turnbull and Wesley Ritchie are co-CEOs of NECC. They are also on the board of managers of NECC, along with Matthew Allen.

## MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	MACC.OrganizationCertificate.pdf	pdf	6115961fc82bfb39cb21ae12	08/12/2021
Secretary of Commonwealth - Certificate of Good Standing	MACC.SOC.COGS.pdf	pdf	61159652eccced39822bcb57	08/12/2021
Department of Revenue -	DORCOGS.pdf	pdf	611c577865a78c37ab332099	08/17/2021



Certificate of Good standing				
Department of Revenue - Certificate of Good standing	NoEmployees.pdf	pdf	6196b9b56155aa37c425a595	11/18/2021
Bylaws	MA_Craft_Cultivation_LLC_- _Operating_Agreement.pdf	pdf	61a921c3c0c9733bce1f472f	12/02/2021

No documents uploaded

Massachusetts Business Identification Number: 001479600

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance Colrain.pdf	pdf	6115a174324d4e3994c3f9e0	08/12/2021
Proposed Timeline	Timeline Colrain.pdf	pdf	6115a182c618dd39aab53750	08/12/2021
Business Plan	MACCbusinessplan.pdf	pdf	6196aa617c9a0537aea4fb1d	11/18/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	MACC Plan For Restricting Access to 21.pdf	pdf	6116a8cb85b72937d301692c	08/13/2021
Security plan	MACC Security Plan Appendix B.pdf	pdf	6116aa8d67158339c0ec676e	08/13/2021
Security plan	MACC Security Plan Appendix C.pdf	pdf	6116aa988a09343989a1d203	08/13/2021
Security plan	MACC Security Plan Appendix D.pdf	pdf	6116aab7eccccd39822bcfc3	08/13/2021
Security plan	MACC Security Plan Appendix A.pdf	pdf	6116b8491cef2b37e5f4c2f2	08/13/2021
Security plan	MACC Security Plan Appendix E.pdf	pdf	6116b8bf7671e237b2f06c4a	08/13/2021
Prevention of diversion	MACC Plan to Prevent Diversion to Minors.pdf	pdf	6116b8f665a78c37ab330c98	08/13/2021
Storage of marijuana	MACC Plan for Storage of Marijuana.pdf	pdf	6116b90a67158339c0ec67f1	08/13/2021
Transportation of marijuana	MACC Plan for Transportation of Marijuana.pdf	pdf	6116b918eccccd39822bd046	08/13/2021
Inventory procedures	MACC Inventory Procedures.pdf	pdf	6116b94272db7037f432e270	08/13/2021
Quality control and testing	MACC Quality Control and Testing.pdf	pdf	6116b96f029a6837bd714ecb	08/13/2021
Record Keeping procedures	MACC Record Keeping Procedures.pdf	pdf	6116b9a2c618dd39aab53c23	08/13/2021
Maintaining of financial records	MACC Plan for Maintaining Financial Records.pdf	pdf	6116b9c7bde213399f8123f1	08/13/2021
Energy Compliance Plan	MACC Energy Efficiency Policies.pdf	pdf	6116ba3c7671e237b2f06c63	08/13/2021
Policies and Procedures for cultivating.	MACC Procedures and Policies for Cultivation RFI.pdf	pdf	6196ad82d5b18b31d599a595	11/18/2021
Energy Compliance Plan	EnergyComplianceLetterRFI.pdf	pdf	6196ae5e99d47637982c0c45	11/18/2021
Diversity plan	MACC Diversity Plan RFI.pdf	pdf	6196af1744662a31f2895d9a	11/18/2021

Personnel policies including background checks	MACC Personnel Policies Including Background Checks RFI.pdf	pdf	6196b11a99d47637982c0c54	11/18/2021
Qualifications and training	MACC Qualifications and Training RFI.pdf	pdf	6196b29499d47637982c0c65	11/18/2021
Security plan	SecurityPlanColrain.pdf	pdf	6196bb567f037d37d69bfdff	11/18/2021

### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

#### Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

Monday From: 8:30 AM	Monday To: 5:30 PM
Tuesday From: 8:30 AM	Tuesday To: 5:30 PM
Wednesday From: 8:30 AM	Wednesday To: 5:30 PM
Thursday From: 8:30 AM	Thursday To: 5:30 PM
Friday From: 8:30 AM	Friday To: 5:30 PM
Saturday From: 8:30 AM	Saturday To: 5:30 PM
Sunday From: 8:30 AM	Sunday To: 5:30 PM

## 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:

MA CRAFT CULTIVATION LLC

2. Name of applicant's authorized representative:

MATTHEW ALLEN

3. Signature of applicant's authorized representative:

*Matthew Allen*

4. Name of municipality:

COLRAIN

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

KEVIN P. FOX - TOWN ADMINISTRATOR



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

*Ken P. Fry*

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).*):

*bos@Colrain-ma.gov*

8. Host community agreement execution date:

*7-27-21*



## 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): 1/26/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).





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

- a. Date of publication: 1/12/21
- b. Name of publication: GreenfieldRecord

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: 1/13/21

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

- a. Date notice(s) mailed: 1/18/21

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





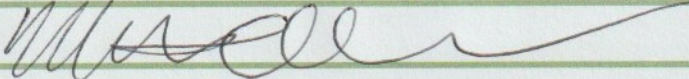
Name of applicant:

MA Craft Cultivation LLC

Name of applicant's authorized representative:

Matthew Allen

Signature of applicant's authorized representative:





[News > Local](#)

## Outreach meeting for proposed Colrain pot facility planned for Jan. 26



AP FILE PHOTO AP FILE PHOTO

Staff Report

Published: 1/12/2021 6:24:12 PM

**COLRAIN** — A virtual community outreach meeting for a proposed marijuana establishment at 108 West Leyden Road is scheduled for Tuesday, Jan. 26, at 5 p.m.

According to a notice from New England Craft Cultivators LLC, the company is proposing operating a marijuana cultivation and marijuana product manufacturing facility at the property.

There will be an opportunity for the public to ask questions during the virtual meeting, though questions can also be submitted in advance via email to Matt Allen at [matt@necraftcultivators.com](mailto:matt@necraftcultivators.com). All questions will be answered during the meeting.

The meeting can be joined by video or by phone using the following information:

To join by phone, call 1-321-209-6910 and enter Conference ID: 436 230 476#

To join by video, visit [bit.ly/3nztLX7](https://bit.ly/3nztLX7).

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Local partners set out to improve health via housing options

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**Dairy farming a labor of love, but not financially sustainable for farmers**

### Jobs

**Re-entry Workforce Development Specialist**

19.20 | Human Resources

**TOWN ACCOUNTANT**

19.20 | Finance

**HOME REPAIR PROGRAM COORDINATOR**

18.21 | Building Maintenance

**Economic Development Program Director**

12.21 | Finance

**ADMINISTRATIVE ASSISTANT**

16.20 | Administrative





## ATTACHMENT B

January 13, 2021

New England Craft Cultivators  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
[matt@necraftcultivators.com](mailto:matt@necraftcultivators.com)

Eileen Sauvageau  
Colrain Town Clerk  
55 Main Road  
Colrain, MA 01340

Dear Clerk Sauvageau,

I am contacting you on behalf of New England Craft Cultivators (NECC), a cannabis company seeking to partner with Colrain resident Dennis DePaolo to cultivate cannabis on his farm at 108 West Leyden Road.

As part of the process of obtaining a Host Community Agreement and state level licensing, NECC is required to hold a community outreach meeting so abutters and other residents can learn about our plans and provide feedback. We must also notify you of this meeting. We intend to hold it virtually on Tuesday, January 26<sup>th</sup>, at 5:00 PM. It was posted in the Greenfield Recorder yesterday and can be found online [here](#).

Here are the details:

***PUBLIC NOTICE:***

*A virtual community outreach meeting for a proposed marijuana establishment at 108 West Leyden Road is scheduled for Tuesday, Jan. 26, at 5 p.m.*

*New England Craft Cultivators is proposing operating a marijuana cultivation and marijuana product manufacturing facility at the property.*

*There will be an opportunity for the public to ask questions during the virtual meeting, though questions can also be submitted in advance via email to Matt Allen at [matt@necraftcultivators.com](mailto:matt@necraftcultivators.com). All questions will be answered during the meeting.*



*The meeting can be joined by video or by phone using the following information:*

*To join by phone, call 1-321-209-6910 and enter Conference ID: 436 230 476#*

*To join by video, visit [bit.ly/3nztLX7](https://bit.ly/3nztLX7).*

Thank you and please let me know if you have any questions or concerns.

Sincerely,

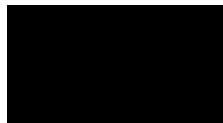
A handwritten signature in black ink that reads "Matt Allen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Allen  
New England Craft Cultivators  
[matt@necraftcultivators.com](mailto:matt@necraftcultivators.com)  
508-410-1547

January 18, 2021

New England Craft Cultivators  
12 Robeson Street  
Jamaica Plain, MA 02130

## ATTACHMENT C



I am contacting you today to invite you to a community outreach meeting hosted by New England Craft Cultivators, a cannabis company seeking to partner with your neighbor Dennis DePaolo to cultivate cannabis on his farm at 108 West Leyden Road. The meeting is an opportunity to meet me and my partners and to ask any questions or bring up any concerns that you may have.

I am excited partner with Dennis and this community, with its long tradition of family farming, to bring sustainably grown craft cannabis to the Massachusetts market.

Please find more information about me and my partners on the handout included in this mailing. If you have any questions or concerns that you would like addressed at the meeting, or if you would like to speak to me beforehand, I can be reached at [matt@necraftcultivators.com](mailto:matt@necraftcultivators.com) or at (508) 410-1547. You can also contact me if it you would like me to email you this information.

**Virtual Community Outreach Meeting**  
**Tuesday, January 26**  
**5:00 PM**

*Regarding proposal by New England Craft Cultivators LLC to operate a cannabis cultivation and product manufacturing facility at 108 West Leyden Road in Colrain.*

*There will be an opportunity for the public to ask questions during the virtual meeting, though questions can also be submitted in advance via email to Matt Allen at [matt@necraftcultivators.com](mailto:matt@necraftcultivators.com).*

*The meeting can be joined by video or by phone using the following information:*

*To join by phone, call 1-321-209-6910 and enter Conference ID: 436 230 476#*

*To join by video, visit [bit.ly/3nztLX7](https://bit.ly/3nztLX7).*

I look forward to meeting you soon!

Sincerely,

A handwritten signature in black ink that reads "Matt Allen".

Matt Allen  
New England Craft Cultivators

## **Explanation of Host Community Agreement Transfer**

Address: 108 West Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

New England Craft Cultivators (NECC) received a Host Community Agreement (HCA) for cannabis cultivation from the town of Colrain on January 29, 2021. At that time, MA Craft Cultivation (MACC) had just recently been formed and was not in a position to receive the HCA.

NECC intended to transfer the HCA to MACC at a later date because MACC is a partially owned subsidiary of NECC that is focused on cultivation, whereas NECC is focused on retail.

The HCA transfer was approved by the Colrain Select Board on July 27, 2021.

I was informed by a licensing specialist at the Cannabis Control Commission on May 18, 2021, that MACC need not hold a second community outreach meeting since NECC did so on January 26, 2021 for the same address. We also mentioned to the community at that time that the HCA would be transferred from NECC to MACC at a future date, and encountered no objections from community members.

## Plan to Remain Compliant with Local Ordinances

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

### I. **Local Codes, Ordinances and Bylaws for Marijuana Establishments in Colrain:**

- a. Attached is Appendix A, which includes excerpts of the Town of Colrain's zoning by laws relevant to marijuana establishments. Page numbers have been changed to reflect omitted pages.<sup>1</sup> These bylaws were adopted at the Town of Colrain's Town Meeting on January 27, 2020. Definitions related to marijuana bylaws begin on page 2, zoning information begins on page 4, special permit bylaws begin on page 10, and the site plan review process is described on page 12.
- b. Attached is Appendix B, which is a copy of the property record for 108 W Leyden Road, where MA Craft Cultivation (MACC) is proposing its outdoor marijuana cultivation establishment.
- c. Attached is Appendix C, the Zoning Map for Colrain, with a notation indicating the approximate site of 108 West Leyden Road.

### II. **The Identification of the appropriate zoning district of the proposed address:** As you can see from Attachment C, our location of 108 West Leyden Street is in a rural district, according to town Bylaws which state "the remainder of the Town which is not in the Village Districts or Commercial-Industrial Districts as shown on the Official Zoning Map of the Town of Colrain shall be in the rural district."<sup>2</sup> Per the Use Regulations Schedule on page 7 of the Bylaws (Appendix A), marijuana cultivation, indoor or outdoor, is permitted in rural districts. **Therefore, our proposed address is located in the appropriate zoning district.**

### III. **Identification of the appropriate permits that are required, if any, and the timing and frequency of obtaining and renewing such permits:** In order to operate an outdoor marijuana cultivation establishment at 108 W Leyden Street in Colrain, MA, a Special Permit is required. The Planning Board is the Special Permit Granting Authority for the Town of Colrain for marijuana establishments

- a. The timing of obtaining and renewing special permits is dictated by the Town of Colrain, Protective Zoning Bylaw, Section 12: Special Permits (Appendix A, Section 12, page 10). The section states that special permits may be issued only after a public hearing is held and within 65 days after the applicant files a completed application with the Town Clerk. Special permits for marijuana cultivation are granted only upon a written determination by the Planning Board that the proposed use is in harmony with the intent of the Zoning Bylaw and will

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<sup>1</sup> The complete Protective Zoning Bylaw for Colrain can be found here: [https://colrain-ma.gov/files/TOWN\\_OF\\_COLRAIN-BYLAWS\\_1-27-2020.pdf](https://colrain-ma.gov/files/TOWN_OF_COLRAIN-BYLAWS_1-27-2020.pdf)

<sup>2</sup> Town of Colrain, Protective Zoning Bylaw, approved 1/27/20, Section 3: Zoning Districts, page 9.

not have adverse effects that overbalance beneficial effects on the neighborhood or the town. Special Permits expire 24 months after approval if use or construction has not begun, except for good cause (Town of Colrain bylaws, Section 12: Special Permits, 12.3-Criteria, 12.5-Expiration, Appendix A, page 10).

- i. MA Craft Cultivation LLC, is planning to apply for its marijuana outdoor cultivation special permit in Fall of 2021. MACC obtained a Host Community Agreement from the Colrain Select Board on July 27, 2021. MACC anticipates that the outdoor cultivation site is located at an appropriate address, given that it is zoned as a rural district and currently hosts a working farm where hemp and produce have been cultivated in the past and cannabis is currently being cultivated.
  - ii. MACC will comply with all local zoning rules and regulations related to the special permit.
  - iii. Should buildout and operations commencement be delayed beyond 24 months, MACC will seek to demonstrate cause for the delay.
- b. Site Plan Review is required for marijuana establishments seeking to operate in Colrain. The Planning Board completes the review. According to the town bylaws, site review procedures entail:
  - i. Filing an application with Town Clerk which is shared with the Planning Board, Zoning Board of Appeals, Conservation Commission, the Board of Health, the Building Inspector the Highway Superintendent, the Fire Chief, and the Police Chief.
  - ii. Town boards and municipal officials have 45 days to report to the Planning Board any findings and recommendations.
  - iii. The applicant is responsible for obtaining all applicable permits and approvals.
  - iv. The Planning board must hold a public hearing within 65 days of the filing of the application and take action within 90 days of the hearing.
  - v. The site plan accompanying narrative must include:
    - 1. Name of project, boundaries, locus map(s) showing site's location in Town, date, north arrow and scale of plan;
    - 2. Name(s) and address(es) of the owner(s) of the land, the developer (if applicable), and/or their designee;
    - 3. Name, title, and address of person(s) who prepared the plan;
    - 4. Names and addresses of all owners of record of abutting lots and those within 300 feet of the property line;
    - 5. All existing lot lines, easements and rights of way;
    - 6. Location and use of buildings and structures within 300 feet of the site;
    - 7. Location and use of all existing and proposed buildings and structures, including approximate height and floor area;
    - 8. Location and size in acres of wetlands on the site reviewed and approved by the Colrain Conservation Commission;

9. The location and a description of all proposed septic systems, sewer connections, water supplies, storm drainage systems, utilities and other waste-disposal methods;
10. Location of all proposed new lot lines;
11. Existing and proposed topography at a two-foot contour interval for the proposed grading and landscape plan;
12. Location of proposed public and private ways on the site;
13. Location and size of proposed parking and loading areas, driveways, walkways, access and egress points;
14. The location and a description of proposed open space or recreation areas;
15. Size and location of existing and proposed sign(s);
16. Surface drainage strategy that prevents increased drainage off-site or pollution;
17. Existing vegetation that will be left undisturbed and proposed landscape features, including the location and a description of screening, fencing and plantings using non-invasive species;
18. Design features which will integrate the proposed development into the existing landscape, maintain neighborhood character, and screen objectionable features from neighbors and roadways
19. Estimated average daily and peak-hour vehicle trips to be generated by the site and traffic flow patterns for both vehicles and pedestrians, showing adequate access to and from the site and adequate circulation within the site.

MACC will submit the above information to the Colrain Planning Board and follow all local rules and regulations related to the Site Review Process

- IV. Representatives from New England Craft Cultivators, MA Craft Cultivation's parent company, and from MA Craft Cultivation have appeared at meetings with the Colrain Board of Selectmen five times, beginning with a Selectboard Meeting on January 12, 2021 where New England Craft Cultivators indicated our intent to request a Host Community Agreement from the Board, and later to transfer it to MA Craft Cultivation. NECC/MACC also appeared before the Select Board on January 26, 2021 to further discuss the Host Community Agreement. NECC/MACC attended a Select Board meeting on January 29 at 2:00 PM. At that meeting, the Select Board voted unanimously in favor of granting a Host Community Agreement to NECC. NECC/MACC later appeared at a Select Board meeting on June 22, 2021, to request a transfer of the HCA from NECC to MACC. NECC/MACC finally appeared before the select board on July 27, 2022 where the HCA transfer was approved.

As part of outreach for our Host Community Outreach meeting, NECC/MACC also notified the Planning Board, Clerk, and Town Administrator of our intent to request a Host Community Agreement from the Board.

- V. The Host Community Agreement obtained from the Town of Colrain provides for an annual meeting and review of operating status for the cultivation facility. Should any unanticipated issues arise, we will be in a position to address that issue with the Town of Colrain in a timely manner, and to correct any unintended issue that may arise regarding codes, ordinances, and by laws of the Town in a cooperative manner.
- VI. MA Craft Cultivation will continue to comply with all local zoning regulations, bylaws, and other regulations as required by the town of Colrain.



# Town of Colrain, Massachusetts

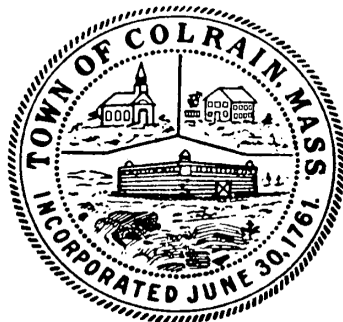


## Protective Zoning Bylaw

Adopted 6/8/1970

Amended by Annual or Special Town Meetings on:

4/30/1973; 6/26/1978; 6/23/1980; 2/22/1982; 10/7/1985; 3/28/1988; 4/2/1988; 1/23/1989;  
6/26/2000; 7/2/2001; 12/16/2002; 5/8/2007; 6/23/2008; 5/9/2012; 5/6/2014; 5/8/2018,  
and 1/27/2020



smoke, fumes, gas, sewage, refuse, noise, glare, excessive vibration or danger of explosion or fire.

**Line (Front Lot)**—The front lot line is the line separating the lot from the street line across which access is gained to the property.

**Line (Rear Lot)**—The lot line opposite and the most distant from the front lot line.

**Line (Side Lot)**—Any lot line not a front lot line or rear lot line.

**Lot**—A plot or parcel of land occupied or capable of being occupied by one principal building and the accessory buildings or uses customarily incidental to it, including such open spaces as are required by this bylaw.

**Lot line**—A division line between adjoining properties, or a division line between individual lots established by a plan filed in the Registry of Deeds or Land Court.

**Marijuana Independent Testing Laboratory** – A laboratory that is licensed by the Cannabis Control Commission and is: (a) accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (b) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or licensee for which it conducts a test; and (c) qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and MGL c. 94C, §34.

**Marijuana Cultivator** - An entity licensed by the Cannabis Control Commission to cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator

**Marijuana Delivery-Only Retailer** – An entity that is authorized to deliver directly to Consumers. Registered Qualifying Patients or Caregivers from a licensed Marijuana Retailer and does not provide a retail location accessible to the public.

**Marijuana Establishment**- A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed Marijuana-related business, except a medical Marijuana treatment center.

**Marijuana Microbusiness** - A co-located Marijuana Establishment that can be either a Tier 1 Marijuana Cultivator or Product Manufacturer or both, pursuant to 935 CMR 500.000 et seq., in compliance with the operating procedures for each license. A Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other Marijuana Establishments.

**Marijuana Products** – Products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

**Marijuana Product Manufacturer** – An entity licensed by the Cannabis Control Commission to obtain, manufacture, process and package marijuana or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.

**Marijuana Research Facility** – An entity licensed to engage in research projects by the Cannabis Control Commission.

**Marijuana Retailer** – An entity licensed by the Cannabis Control Commission to purchase and transport marijuana or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Retailers are prohibited from delivering marijuana or marijuana products to consumers; and from offering marijuana or marijuana products for the purposes of on-site social consumption on the premises of a Marijuana Establishment.

**Marijuana Social Consumption Establishment-** An entity licensed to purchase Marijuana or Marijuana Products from a cultivator, manufacturer, or Microbusiness, sell Marijuana or Marijuana Products to Consumers at an approved premise, and allow Consumers to consume Marijuana or Marijuana Products at this premise.

**Medical Marijuana Treatment Center, also known as a Registered Marijuana Dispensary (RMD)** - An entity registered and approved by the Cannabis Control Commission in accordance with MGL. c. 94I and 935 CMR 501.00 that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana or marijuana products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of cannabis or marijuana for medical use. The cultivation and processing of medical marijuana is considered to be a manufacturing use and is not agriculturally exempt from zoning.

**Mixed Use**—Any combination of Retail Stores, Business Offices, Professional Offices, Restaurant(s), Artisan Studios and Residential Units. (added May 9, 2012)

**Mobile Home**—A dwelling delivered to the site of its establishment usually intact, complete, ready for connection to utilities and for immediate occupancy as a residence.

**Mobile Home Park**—A lot which has been planned and improved for the placement of more than one mobile home for non-transient use. (added December 16, 2002)

## SECTION 3: ZONING DISTRICTS

For the purpose of this Bylaw, the Town of Colrain is hereby divided into the following zoning districts as listed below and as shown on the Official Zoning Map of the Town of Colrain adopted by Town Meeting vote on May 9, 2012:

**3.1-Village Districts:** Village Districts are designated to encourage a mix of uses that reflect traditional land use patterns. Mixed-use zoning districts embody the traditional compact development of land, buildings, and structures by integrating a variety of complementary uses, such as residential, retail, office, civic and entertainment. Such districts reduce land and energy consumption and greenhouse gas emissions and have a number of other fiscal, social, and environmental benefits.

3.1.1-Center Village District (CV)

3.1.2-Griswoldville East Village (GEV)

3.1.3-Shattuckville Village (SV)

**3.2-Rural District (R):** The remainder of the Town which is not in the Village Districts or Commercial- Industrial Districts as shown on the Official Zoning Map of the Town of Colrain shall be in the Rural District.

**3.3-Commercial-Industrial Districts (CI):** Commercial-Industrial Districts are designated to encourage a combination of business and light industrial uses that reflect traditional land use patterns in the areas so designated.

3.3.1-Griswoldville West (CI-GW)

3.3.2-Lyonsville (CI-L)

3.3.3-Stewartville (CI-S)

**3.4-Flood Plain District:** The Flood Plain District is herein established as an overlay district. The underlying permitted uses are allowed provided that they meet the requirements of Section 8 of this Bylaw as well as those of the Massachusetts State Building Code dealing with construction in flood plains. The Flood Plain District includes all special flood hazard areas designated as Zone A, A1-30 on the Colrain Flood Insurance Rate Maps (FIRM), and the Flood Boundary and Floodway Maps, dated July 2, 1980, on file with the Town Clerk, Planning Board and Building Commissioner. These maps as well as the accompanying Colrain Flood Insurance Study are incorporated herein by reference.

### 3.5-Location of Districts

The boundaries of each of the said Districts are hereby established as shown, defined, and bounded on a map entitled "Official Zoning Map of the Town of Colrain" dated May 8, 2012. The Zoning Map, with all explanations thereon, is hereby made part of this Bylaw.

3.4.1-Where the boundary lines are shown upon said map within street lines of public and private ways, the center line of such ways shall be the boundary lines.

3.4.2-Where the boundary lines are shown upon said map approximately on the location of a property, lot, or boundary line, and the exact location of the property, lot, or boundary line is not indicated by means of dimensions shown in figures, then the property or lot line shall be the boundary line.

3.4.3-Boundary lines located outside of such street lines and shown approximately parallel thereto, shall be regarded as parallel to street lines, and dimensions shown in figures placed upon said map between such boundary lines from such street lines shall govern; such distance being measured at right angles to such street lines unless otherwise indicated.

3.4.4-In all cases which are not covered by other provisions of this section, the location of boundary lines shall be determined by the distance in feet, if given, from other lines upon said map, or by the scale of said map.

## SECTION 4: USE REGULATIONS

No building or structure shall be constructed, and no building, structure, or land, or part thereof shall be used for any purpose or in any manner other than for one or more of the uses hereinafter set forth as permissible.

### 4.1-Prohibited Uses – All Districts

Open air storage of junk, including inoperable motor vehicles, trash, debris, scrap materials, and all other uses which are injurious to their neighborhood or to property in the vicinity are expressly prohibited. Inoperable farm machinery used for spare parts in support of active agricultural operations must be screened from public ways and abutters.

### 4.2-Use Regulations Schedule

No building, structure or land shall be erected or used except as permitted in this section and all other sections of these Zoning Bylaws. No more than one principal structure or dwelling may be erected on a lot, except that Marijuana Microbusinesses may have a residential use on the same lot pursuant to a Special Permit if granted in accordance with Section 12: Special Permits and a Site Plan if approved in accordance with Section 13: Development Site Plan Review.

Symbols employed in the following use regulations schedule shall have the following meaning:

Y–Yes, the use is permitted by right in that Zoning District

N–No, the use is not permitted in that Zoning District

SP–The use may be permitted if a Special Permit is granted by the Zoning Board of Appeals (See Section 12)

SPP–The use may be permitted if a Special Permit is granted by the Planning Board (See Section 12)

SPR–The use is permitted subject to Site Plan Review by the Planning Board (See Section 13)

Use	Village Districts	Rural District	Commercial-Industrial Districts
<b>Residential Uses</b>			
Single-Family Dwelling	Y	Y	Y
Two-Family Dwelling	SPR	SPR	SPR
Accessory Apartment	Y	Y	Y
Mobile Home Parks	N	N	N
Multi-Family Dwelling (3-6 dwellings)	SPR	N	SPR
Multi-Family Dwelling (more than 6 dwellings)	SP	N	SP
<b>Agricultural &amp; Recreational Uses</b>			
Farming or Forestry, excluding Marijuana Cultivation	Y	Y	Y

<b>Use</b>	<b>Village Districts</b>	<b>Rural District</b>	<b>Commercial-Industrial Districts</b>
Commercial Greenhouses on lots equal to or greater than 5 acres, excluding Marijuana Cultivation	Y	Y	Y
Commercial Greenhouses on lots less than 5 acres, excluding Marijuana Cultivation	SP	SP	SP
Marijuana Cultivation, indoor or outdoor, including Craft Marijuana Cooperatives	SPP/SPR	SPP/SPR	SPP/SPR
Marijuana Microbusiness	SPP/SPR	SPP/SPR	SPP/SPR
Commercial Recreation	N	SP	N
Wildlife Preserve or Other Conservation Uses	Y	Y	Y
<b>Community Services</b>			
Public Utility Facility	SP	SP	SP
Wireless Communication Facilities	SPP	SPP	SPP
Educational Uses exempted from zoning regulation by MGL c.40A, §3	Y	Y	Y
Other Educational Uses not exempted from zoning regulation by MGL c.40A, §3	SP	SP	N
Church, other Religious Use	Y	Y	Y
Municipal Uses not covered elsewhere	SP	SP	SP
Family Day Care Home for 6 or less children or adults	Y	Y	Y
Family Day Care Home for more than six children or adults	SP	SP	SP
Day Care Center for children exempted from zoning regulations by MGL c. 40A, §3	Y	Y	Y
Nursing Home, Assisted Living Facility	SP	SP	N
<b>Business Uses</b>			
Business, Professional Offices with less than 6 employees	SPR	SPR	SPR
Business, Professional Offices with 6 or more employees	SP	SP	SP
Banks	SPR	N	SPR
Standalone Automated Teller Machines (ATM)	N	N	SP
Conversion of Historic Industrial or Commercial Structure to Mixed Uses	SPR	SP	SPR
Restaurant, drive through	N	N	N
Restaurant, other	SPR	SP	SP

*Town of Colrain Zoning Bylaw: Town Meeting Approved Revisions 1/27/2020*

<b>Use</b>	<b>Village Districts</b>	<b>Rural District</b>	<b>Commercial-Industrial Districts</b>
Seasonal Food Service	SPR	SP	SP
Retail Store(s), except for Marijuana Retailer - Building 3,000 sq. ft or less of enclosed floor space <sup>1</sup>	SPR	N	SP
Retail Store(s), except for Marijuana Retailer – Building greater than 3,000 sq. ft. up to 12,000 sq. ft. of enclosed floor space <sup>1</sup>	SP	N	SP
Marijuana Retailer	SP	SP	SP
Marijuana Delivery-Only Retailer	SP	SP	SP
Marijuana Social Consumption Establishment	SP	SP	SP
Medical Marijuana Treatment Center	SP	SP	SP
Flea Markets	SP	N	SP
Artisan Studios	Y	Y	Y
Motor Vehicle Sales	N	N	SP
Laundry, Laundromat	SP	N	SP
Theaters	SP	SP	SP
Hotels	SPR	N	SPR
Motels	SP	N	N
Inns	SPR	SP	SP
Bed and Breakfast, up to 6 bedrooms <sup>2</sup>	SPR	Y	N
Building Materials, Sales & Storage	SP	SP	SPR
Home Based Business	Y	Y	Y
Funeral Home	SP	SP	SP
Equipment Rentals	SP	SP	SPR
Kennels	N	SP	SP
Farm Stand	Y	Y	Y
Business Uses not listed above, other than retail uses, where the physical appearance, operation, parking requirements and traffic impacts resemble a use permitted (Y, SPR, or SP) above and which will not have a detrimental impact on adjacent or nearby uses	SP	SP	SP
<b>Industrial Uses</b>			
Junk yards, dumps, and landfills	N	N	N
Light Industrial Uses	N	N	SP



<b>Use</b>	<b>Village Districts</b>	<b>Rural District</b>	<b>Commercial-Industrial Districts</b>
Freight or Transportation Facilities	N	N	SP
Gasoline Station, Automotive Repair Garages	SP	SP	SP
Quarrying, Gravel Mining & Earth Removal	N	SP	SP
Collection, treatment, storage, burial, incineration, or disposal of radioactive waste, including but not limited to low level radioactive waste	N	N	N
Sawmill	N	SP	SP
Bulk Storage, Warehousing	N	SP	SP
Marijuana Processing and/or Product Manufacturing	SPP/SPR	SPP/SPR	SPP/SPR
Marijuana Independent Testing Laboratory or Research Facility	SPP/SPR	SPP/SPR	SPP/SPR
Large-Scale Ground-Mounted Solar Photovoltaic System with a footprint greater than 0.10 acres up to 1.0 acres <sup>3,4</sup> (See Section 15)	SPR	SPR	SPR
Large-Scale Ground-Mounted Solar Photovoltaic System with a footprint greater than 1.0 acres <sup>3,4</sup> (See Section 15)	N	SP/SPR	SP/SPR

4.2.1-Outdoor storage, sales or display associated with any retail use requires Site Plan Review (see Section 13). (Added May 9, 2012)

4.2.2-Prior to opening a Bed & Breakfast establishment the building must be inspected by the Building Inspector to ensure compliance with the State Building Code including requirements related to fire safety. Please contact the Building Inspector if you are considering opening this type of business to learn about these Building Code requirements. (Added June 23, 2008)

4.2.3-Smaller scale ground-mounted solar-photovoltaic systems (occupying a footprint less than or equal to 0.10 acres and building-mounted solar-photovoltaic systems do not need to comply with Section 15 but shall require a building permit and must comply with all other applicable local, state, and federal requirements.

4.2.4-Acreage thresholds apply in the aggregate to new facilities and expansion of existing facilities. For expansions, the acreage of the existing facility would be added to

## SECTION 12: SPECIAL PERMITS

**12.1-Special permit granting authority.** Unless specifically designated otherwise, the Board of Appeals shall act as the special permit granting authority.

**12.2-Public hearings.** Special permits may be issued only after a public hearing(s) is held within sixty-five (65) days after the applicant files a completed application with the Town Clerk and gives the special permit granting authority a copy of the said application noting the date and time of its filing with the Town Clerk.

**12.3-Criteria.** Special permits may be granted by the special permit granting authority only upon its written determination that the proposed use is in harmony with the general purpose and intent of this Zoning Bylaw and will not have adverse effects which overbalance its beneficial effects on either the neighborhood or the town, in view of the particular characteristics of the site and of the proposal in relation to that site. The determination shall take into consideration each of the following:

12.3.1-Social, economic or community needs which are served by the proposal.

12.3.2-Traffic flow and safety.

12.3.3-Adequacy of utilities and other public services.

12.3.4-Impacts on neighborhood character and historic and cultural resources.

12.3.5-Protection of the natural environment.

12.3.6-Potential fiscal impact.

12.3.7-Attendance at public schools.

12.3.8-Positive employment consequences.

12.3.9-For manufacturing or industrial use, including processing, fabrication or assembly, no such use shall be permitted which would be detrimental or offensive or tend to reduce property values in the same or adjoining districts by reason of dirt, odor, fumes, gas, sewage, refuse, noise, excessive vibration, or danger of explosion or fire.

12.3.10 Minimizing traffic, odor, noise, light pollution, water usage and wastewater disposal, energy use, and use or storage of hazardous materials.

**12.4-Conditions.** Special permits may be granted with such reasonable conditions, safeguards or limitations on time or use as the special permit granting authority may deem necessary to serve the purposes of this Zoning Bylaw.

**12.5-Expiration.** Special permits shall lapse twenty-four (24) months following special permit approval (plus such time required to pursue or await the determination of an appeal referred to in MGL c. 40A, §17, from the grant thereof) if a substantial use thereof or construction has not begun, except for good cause.

## SECTION 13: DEVELOPMENT SITE PLAN REVIEW (added May 8, 2007; revised May 9, 2012, revised sect. c May 6, 2014)

**13.1-Purpose.** The purpose of Site Plan Review is to ensure that new developments are designed in a manner which reasonably protects the environmental and scenic qualities of the neighborhood and the Town.

**13.2-Site Plan Review Process.** The Site Plan Review process will be conducted by the Planning Board.

**13.3-Applicability.** Site Plan Review shall be required for the following types of activities and uses:

13.3.1-Cluster Developments (see Section 7.6);

13.3.2-Outdoor storage, sales or display associated with any retail use;

13.3.3-Construction, exterior alteration or exterior expansion of more than 1,000 square feet of, or change of use within a municipal, institutional, commercial, industrial, or multi-family structure;

13.3.4-Construction or expansion of a parking lot for a municipal, institutional, commercial, industrial, or multi-family structure;

13.3.5-Grading, clearing, or other land development activity EXCEPT for the following: single family residences, landscaping on a lot with an existing dwelling, clearing necessary for percolation and other site tests, work incidental to agricultural activity, or work in conjunction with an approved subdivision plan or earth removal permit;

13.3.6-Construction, operation, and/or repair of Large-Scale Ground-Mounted Solar-Photovoltaic Systems occupying a footprint greater than 0.10 acres.

13.3.7-Any use listed in the Use Regulation Schedule (Section 4.2) as requiring Site Plan Review.

**13.4-Procedures.** An applicant for Site Plan Review shall file a completed application with the Town Clerk. The Town Clerk shall acknowledge receipt of the plans by signing and dating the application form. The application submitted to the Town Clerk shall include seven (7) copies each of an application form, Site Plan and any narrative documents as outlined in the submittal requirements. Upon receipt of the application, the Town Clerk shall transmit copies of the application to the Planning Board, Zoning Board of Appeals, Conservation Commission, the Board of Health, the Building Inspector, the Highway Superintendent, the Fire Chief and the Police Chief. In addition, the Town Clerk will notify the Historical Commission and Open Space

Committee that a copy of the application is available for review at Town Hall. These Town Boards and municipal officials shall have 45 days from the date the completed application is received by the Town Clerk to report to the Planning Board their findings and recommendations, and they can attend the public hearing(s). No building permits for projects requiring Site Plan Review shall be issued until the Planning Board has approved the Site Plan or unless the required time period for taking action on a Site Plan has lapsed without action from the Planning Board. The applicant is also responsible for obtaining all applicable permits or approvals that may be required for the proposed development from other Town Boards or municipal officials.

**13.5-Public Hearing.** The Planning Board shall hold a public hearing within 65 days after the filing of an application and shall take final action on an application for Site Plan Review approval within 90 days of the close of the public hearing. Notice and posting of the public hearing shall comply with the provisions of MGL c. 40A, §11, regarding notice for public hearings. To the extent permitted by law, the public hearing should be coordinated with any other public hearing required for a definitive subdivision plan or a Special Permit.

**13.6-Required Contents of a Site Plan.** All Site Plans shall be prepared by a registered architect, registered land surveyor, registered landscape architect, or professional engineer. A locus map at a scale of 1" = 100 feet shall be provided showing parcels and roads within 300 feet of the property line. The Site Plans shall be on standard sheets of 24 inches by 36 inches and prepared at a scale of 1" = 40 feet or finer. The Site Plan and accompanying narrative shall contain the following:

- 13.6.1-Name of project, boundaries, locus map(s) showing site's location in Town, date, north arrow and scale of plan;
- 13.6.2-Name(s) and address(es) of the owner(s) of the land, the developer (if applicable), and/or their designee;
- 13.6.3-Name, title, and address of person(s) who prepared the plan;
- 13.6.4-Names and addresses of all owners of record of abutting lots and those within 300 feet of the property line;
- 13.6.5-All existing lot lines, easements and rights of way;
- 13.6.6-Location and use of buildings and structures within 300 feet of the site;
- 13.6.7-Location and use of all existing and proposed buildings and structures, including approximate height and floor area;
- 13.6.8-Location and size in acres of wetlands on the site reviewed and approved by the Colrain Conservation Commission;
- 13.6.9-The location and a description of all proposed septic systems, sewer connections, water supplies, storm drainage systems, utilities and other waste-disposal methods;
- 13.6.10-Location and date of all registered "perc" tests on the site;
- 13.6.11-Location of all proposed new lot lines;
- 13.6.12-Existing and proposed topography at a two-foot contour interval for the proposed grading and landscape plan;
- 13.6.13-Location of proposed public and private ways on the site;

13.6.14-Location and size of proposed parking and loading areas, driveways, walkways, access and egress points;  
13.6.15-The location and a description of proposed open space or recreation areas;  
13.6.16-Size and location of existing and proposed sign(s);  
13.6.17-Surface drainage strategy that prevents increased drainage off-site or pollution;  
13.6.18-Existing vegetation that will be left undisturbed and proposed landscape features, including the location and a description of screening, fencing and plantings using non-invasive species;  
13.6.19-Design features which will integrate the proposed development into the existing landscape, maintain neighborhood character, and screen objectionable features from neighbors and roadways;  
13.6.20-Estimated average daily and peak-hour vehicle trips to be generated by the site and traffic flow patterns for both vehicles and pedestrians, showing adequate access to and from the site and adequate circulation within the site.

**13.7 Decision.** The Planning Board's action shall consist of either:

13.7.1-Approval of the Site Plan based upon the determination that the proposed project is in compliance and consistent with the criteria set forth in this Bylaw;

13.7.2-Approval of the Site Plan subject to conditions, modifications, and restrictions as the Planning Board may deem necessary; or

13.7.3-Denial of the Site Plan based upon specific findings such as a determination that there was insufficient information submitted with the proposal to adequately review it or that the project is inconsistent with the requirements of these Zoning Bylaws.

The decision of the Planning Board shall be filed with the Town Clerk within 90 days of the close of the Public Hearing and the written record of the decision including any approved Site Plan shall be filed with the Town Clerk within 14 days of the final vote or sooner to meet the 90-day maximum time frame. A copy of any approved Site Plan and the decision of the Planning Board shall be sent by the Town Clerk to the Building Inspector and to the Registry of Deeds, where applicable.

**13.8-Administration and Waivers.** The Planning Board may adopt and from time to time amend regulations for the submission and approval of Site Plans. The Planning Board may waive any of the requirements for Site Plan submittal and approval if the simplicity or scale of the project warrants such action. The Planning Board may also request any additional information it should need to render a decision. For large or complex projects, the Planning Board shall have the right to retain a registered professional engineer, planner, designer or other professional to advise the Board regarding any or all aspects of the Site Plan. The applicant shall be responsible for the costs of such advice.

**13.9-Compliance with Other Bylaws.** The Site Plan shall comply with any zoning bylaws for parking, loading, dimensions, environmental controls and all other provisions of the Zoning Bylaw. Before approval of a Site Plan, the Planning Board may request that the applicant make modifications in the proposed design of the project to ensure that the above criteria are met.

### **13.10-Review Criteria**

The Planning Board's evaluation of the proposed Site Plan shall include, as appropriate, the following:

13.10.1-Adequacy and arrangement of vehicular traffic access and circulation, including intersections, road widths, pavement surfaces, dividers and traffic controls.

13.10.2-Adequacy and arrangement of pedestrian traffic access and circulation, pedestrian walkways, control of intersections with vehicular traffic and overall pedestrian safety and convenience.

13.10.3. Location, arrangement, appearance and sufficiency of off-street parking and loading.

13.10.4-Location, arrangement, size, design and general site compatibility of buildings, lighting and signs in relation to the terrain and to the use, scale, and proportions of existing and proposed buildings in the vicinity.

13.10.5-Selection and location of lighting fixtures so that they are pedestrian in scale, prevent light pollution of the night sky, and do not produce illumination beyond the property boundaries. Full cut-off down lighting fixtures that do not project light above the horizontal plane shall be used in all instances.

13.10.6-Location of buildings to provide a solar and wind orientation which encourages energy conservation, if appropriate.

13.10.7-Adequacy of landscaping to provide a visual buffer from abutting properties, to provide shade to improve energy efficiency during the summer months, and to improve the visual appearance of parking areas and the site in general.

13.10.8-Findings of the Zoning Board of Appeals relative to whether approval of a proposed site plan, with or without conditions, modifications, or restrictions, would be contrary to the protection of the environmental or scenic characteristics of the neighborhood or the Town, or the avoidance of conditions likely to create a nuisance affecting abutting properties.

**13.11-Appeal.** An appeal of a Site Plan Review Decision by the Planning Board shall be filed in a court of competent jurisdiction in accordance with MGL c. 40A, §17.

*Town of Colrain Zoning Bylaw: Town Meeting Approved Revisions 1/27/2020*

# Town of Colrain, Massachusetts

A diagram of a rectangular room with dimensions and labels. The room is divided into two main sections by a horizontal line. The top section is labeled 'TGS', 'FFL', and 'BMT' in the center. The bottom section is labeled 'VNDK' in the center. The dimensions are indicated by numbers: 32 for the width of the top section, 24 for the height of the top section, 7 for the height of the bottom section, 6 for the width of the bottom section, and 28 for the width of the bottom section.

NO PHOTO  
AVAILABLE

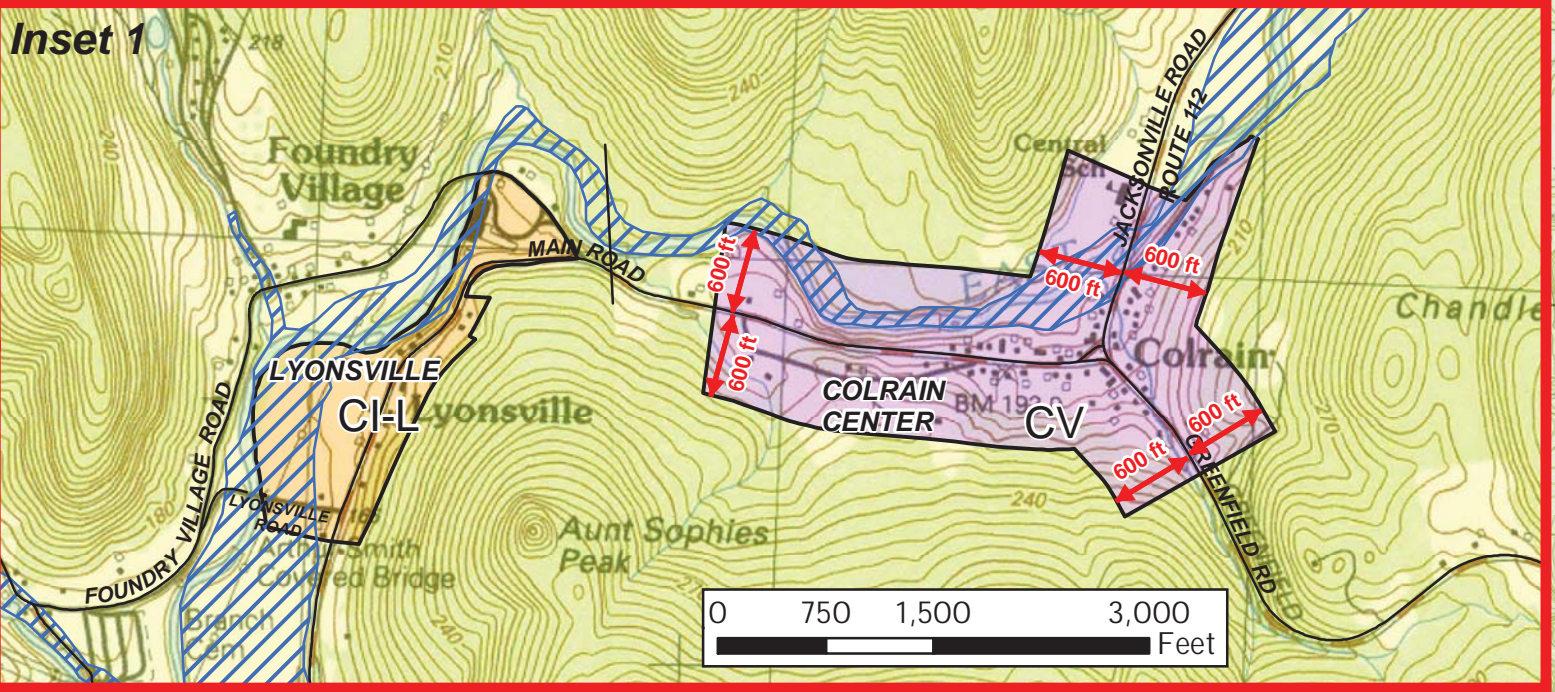


# Official Zoning Map

## Town of Colrain May 8, 2012

Appendix C

Inset 1



### Legend

#### Zoning District

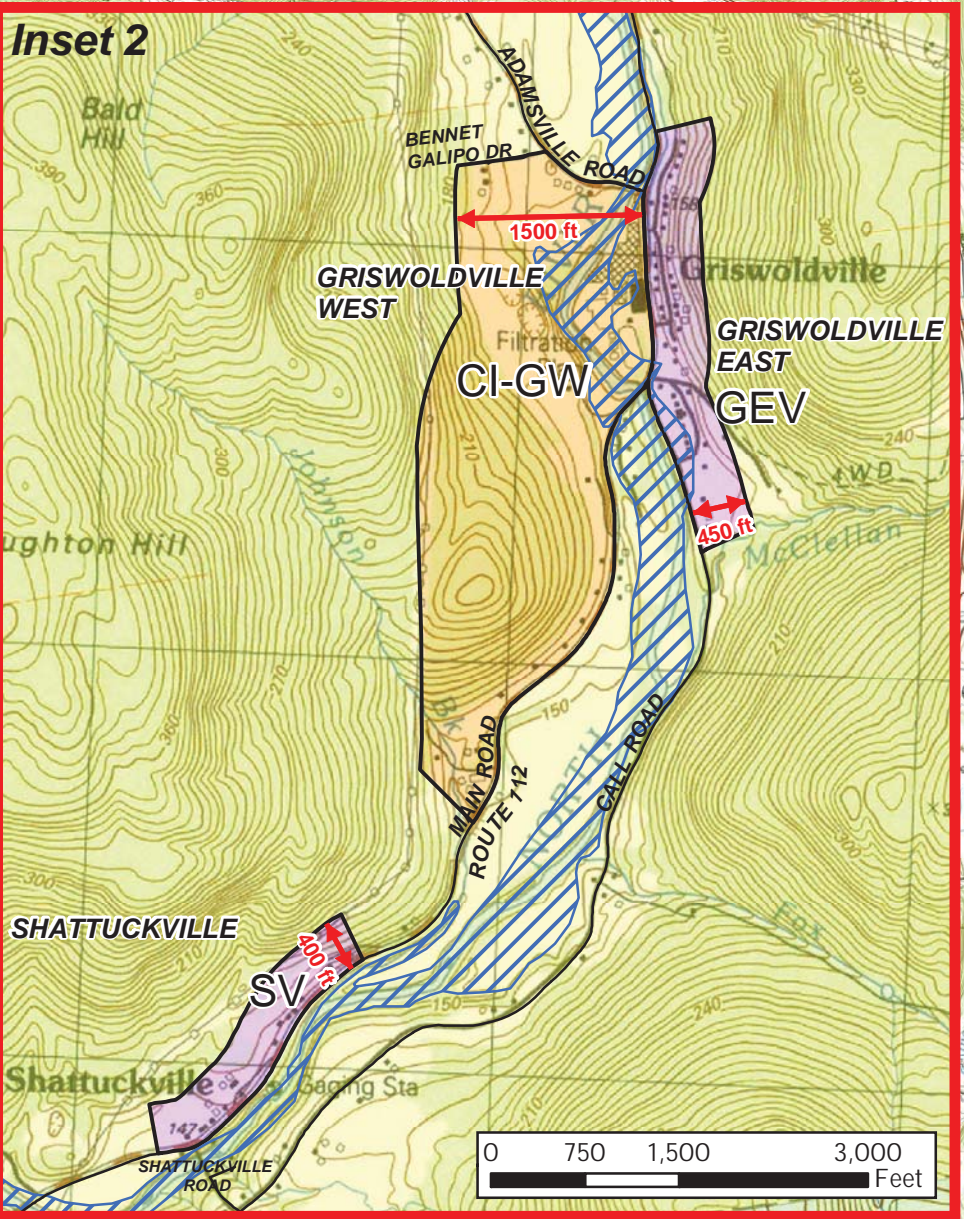
Commercial - Industrial Districts  
Griswoldville West (CI-GW)  
Lyonsville (CI-L),  
Stewartville (CI-S)

Village Districts:  
Center Village (CV)  
Griswoldville East (GEV)  
Shattuckville (SV)

Rural (R)

Flood Plain

Inset 2



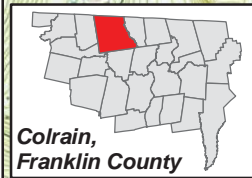
Inset 1



Inset 2



May 8, 2012



2 1 0 2 Miles

Sources: Map produced by the Franklin Regional Council of Governments Planning Department. GIS data sources include MassDOT, MassGIS and FRGOG. Zoning data provided by the Town of Colrain. Depicted boundaries are approximate and are intended for planning purposes only, not to be used for survey.



Franklin Regional Council of Governments



## Additional Details about the Host Community Meeting in Response to RFI

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

Additions in response to the Request for Information are written in blue.

- The meeting materials including the presentation slides were posted at [necraftcultivators.com](http://necraftcultivators.com) more than 24 hours in advance of the meeting. A screenshot of the website is included below as Appendix A.
- Approval in writing from an authorized representative of the Host Community for the Virtual Community Outreach Meeting is included below as Appendix B.
- In addition to the four owners of MA Craft Cultivation LLC and the facilitator, 12 community members attended the host community meeting.

## APPENDIX A



[HOME](#) [ABOUT](#) [TEAM](#) [PRESS](#) [LOCATIONS](#) [CONTACT US](#)

### Community Outreach Meeting

January 26, 5:00 PM

To join by phone, call 1-321-209-6910 and enter Conference ID: 436 230 476#

To join by video, visit [bit.ly/3nztLX7](https://bit.ly/3nztLX7)

We are seeking to cultivate and cannabis at 108 West Leyden Road, Colrain.

[CLICK HERE TO VIEW OUR COMMUNITY OUTREACH CULTIVATION PDF](#)

### Paper of Record Notice

[Greenfield Recorder](#) | [Outreach meeting for proposed Colrain pot facility planned for Jan. 26](#)

**Subject:** Community Outreach Meeting

**APPENDIX B**

**Date:** Wednesday, September 29, 2021 at 1:16:22 PM Eastern Daylight Time

**From:** Town of Colrain Coordinator

**To:** Matt Allen

*Hi Matt,*

*In my capacity as Town Administrator for the Town of Colrain I confirm that the virtual community outreach meeting held by New England Craft Cultivators in January, 2021 was acceptable to the host community of Colrain for the Host Community Agreement that was initially issued to New England Craft Cultivators and later transferred to MA Craft Cultivation.*

*Thanks,  
Kevin Fox  
Town Administrator  
Colrain*

## **Plan for Positive Impact**

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

Additions in response to the RFI are written in blue.

## **INTENT**

MA Craft Cultivation LLC (MACC) recognizes that it has a responsibility to contribute to the communities in which it does business and the surrounding areas in need. MA Craft Cultivation will focus its time and resources investing in people who have faced hardships because of past drug convictions, people who have barriers to entering the cannabis industry, as well as people in the Greenfield and Northampton, the areas of disproportionate impact located closest to our cultivation site in Colrain.

It is our intent from the specific goals, programs and measurements below to have a positive impact in four of the five identified populations of disproportionately harmed people. Our proposed programs are designed to have a positive impact with: (1) Past or present residents of the geographic “areas of disproportionate impact;” (2) Commission-designated Social Equity Program participants; (3) Massachusetts residents who have past drug convictions; and (4) Massachusetts residents with parents or spouses who have drug convictions.

As stated below, Programs 2 and 3 focus on hiring. The goals of the programs are to hire:

- 20% of staff from areas of disproportionate impact
- 10% of staff who are social equity applicants
- 5% of staff who have past drug convictions
- 5% of staff whose parents or spouses have past drug convictions.

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

## **PURPOSE**

The purpose of this document is to summarize MA Craft Cultivation LLC’s plan to ensure our business creates positive and lasting impacts on the communities in which it will be involved. MA Craft Cultivation is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. MA Craft Cultivation LLC will utilize our resources, including time, human capital and monies, to provide assistance to those who may be underserved and/or in need. We will achieve these goals through corporate accountability, intentional outreach, charitable giving, volunteer time and community engagement.

## **GOALS, PROGRAMS, AND MEASUREMENTS**

MA Craft Cultivation LLC will implement the following three initiatives to assist those communities that have been disproportionately impacted.

Proposed Program #1: Corporate Accountability, Coordination, and Oversight of Impact Opportunities.

GOAL: To model corporate responsibility by charging our senior staff with overseeing and reporting on the outcomes of our cumulative efforts to have a positive impact in areas of disproportionate impact, to assist social equity applicants, and to benefit Massachusetts residents who themselves or their parents have past drug convictions.

PROGRAMS: MA Craft Cultivation LLC will task a member of its senior leadership team with no less than 10% of their job responsibilities to be committed to keeping community outreach and positive impact at the forefront of our corporate mission. This senior leadership team member will be responsible for facilitating the success of the commitments we make through this plan, to our host communities, and to the people, charities, and other groups we decide to partner with along the way. This person's success is what enables the corporate integration and comprehensiveness of our overall Positive Impact Plan.

MEASUREMENTS: MA Craft Cultivation LLC will publicly release an annual "impact report" that thoroughly examines and measures our positive impact prior to our annual license renewal. This report will be released through our social media channels, to the towns of our marijuana retail establishment, to the cannabis control commission, and likely to our customers as well. This person will be successful in their position also by continually identifying opportunities for partnerships that are consistent with our plans and our values. We will report and track the requests our company receives and report on the outcomes of those requests.

Proposed Program #2: Creating Jobs in Areas of Disproportionate Impact

GOAL: To create jobs and hire at least 20% of our workforce from Greenfield, an area of disproportionate impact.

PROGRAMS: MA Craft Cultivation LLC believes that the recreational cannabis industry in Massachusetts will drive economic growth for the state by increasing overall job creation and taxable revenue. MA Craft Cultivation LLC will work diligently to attract and hire local qualified talent from areas of disproportionate impact, with a focus on Greenfield and Northampton, or individuals who have been disproportionately harmed by marijuana prohibition in Colrain. These individuals will be given priority in the hiring process for open positions of employment. Senior leadership and management of MA Craft Cultivation LLC will attend community job fairs, at least one annually, in Greenfield and Northampton with the intent of garnering employment interest and applications from residents in areas of disproportionate impact. If permissible under 935 CMR 500.105(4)(b), senior leadership and management will post employment opportunity advertisements in the Greenfield Recorder newspaper to attract a variety of

local job applicant interest. MA Craft Cultivation LLC 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.

MEASUREMENTS: MA Craft Cultivation LLC will track the number of community job fairs attended in Greenfield and Northampton, at least one annually, and the number of employees hired that are past or present residents of areas of the geographic “areas of disproportionate impact” as defined by the Commission. It is our goal that 20% of our workforce are past or present residents of areas of disproportionate impact. These records will allow MA Craft Cultivation LLC to demonstrate progress toward its goals to the Commission upon the annual renewal of its license. These metrics will be outlined in a comprehensive report that will be completed prior to our annual license renewal to the Cannabis Control Commission.

Proposed Program #3: A Corporate Duty to Promote and Work [with Social Equity Applicants, Massachusetts Residents Who Have Past Drug Convictions, and Massachusetts Residents With Parents or Spouses Who Have Drug Convictions.](#)

GOAL: MA Craft Cultivation LLC sees itself as having a duty to promote and work with Social Equity Applicants, [Massachusetts residents who have past drug convictions](#), and [Massachusetts residents with parents or spouses who have drug convictions](#). Our goal is that 20% of new hires belong to these populations including:

- 10% social equity applicants
- 5% [residents who have past drug convictions](#)
- 5% with parents or spouses who have past drug convictions

PROGRAMS: To serve as an access point for entrepreneurs who are interested in entering the industry, MA Craft Cultivation LLC will share all job descriptions with the Cannabis Control Commission’s Social Equity Program so that we can recruit quality applicants directly from social equity applicants who are seeking to enter the industry. At the directive of our corporate officer who is responsible for overseeing outreach, we will also lead an effort to identify people who would qualify to join the Commission’s social equity program and refer them to the program.

Additionally, we will seek out social equity businesses [and individuals](#) through our work and offer free advice and technical assistance to at least one business or [individual](#) annually.

We will serve as a door for people who are eager to enter the cannabis industry but lack the resources to know how to enter.

MEASUREMENTS: MA Craft Cultivation LLC will seek to send 100% of job postings to the Cannabis Control Commission’s Social Equity program to recruit qualified applicants directly from the social equity applicant pool. MA Craft Cultivation LLC will maintain a record of its annual donations to the Cannabis Social Equity Loan Trust Fund,

should it become operational. MA Craft Cultivation LLC will keep records of feedback that we receive relative to the impact of our contributions, if any. We will keep a record of the references made to people to apply to be social equity program members. These metrics will be outlined in a comprehensive report that will be completed prior to our annual license renewal to the Cannabis Control Commission.

#### Proposed Program #4: Know Your Rights and Record Sealing/Expungement Workshop

**GOAL:** To educate residents of Greenfield about their rights in police encounters and to offer assistance in expunging and sealing criminal records to prevent the records from constituting a barrier to employment, education, or housing.

**PROGRAM:** At least once annually, MA Craft Cultivation LLC will offer a Know Your Rights (KYR) and Record Sealing/Expungement Workshop. The workshop will educate participants about their constitutional rights in a police encounter, enabling them to understand the thresholds of proof an officer must meet before taking a law enforcement action, explain the constitutional basis of their rights, and understand what recourse they have if their rights are violated.

The second part of the workshop will focus on sealing and expunging criminal records. Participants will learn about if their criminal records are eligible to be sealed and understand the steps they have to take to do so. MACC will offer ongoing assistance to individuals who need help completing the expungement/sealing process.

The workshops will be facilitated by MACC CEO Matt Allen and owner Wesley Ritchie. Formerly the lead KYR trainer for the ACLU of Massachusetts, Matt has led dozens of Know Your Rights workshops around the state over the past six years. Wesley Ritchie is a lawyer licensed to practice in Massachusetts, and will lead the record sealing/expungement part of the workshop.

To increase attendance, the workshop will be advertised in the Greenfield Recorder, to the Franklin County Sheriff's Office, through MACC's social media accounts, and through outreach to nonprofit educational groups in the area.

**MEASUREMENT:** The success of the program will be determined by how many people attend the workshop and how many individuals successfully have records sealed or expunged. Our goal is that there will be at least ten attendees and at least five of those will work with us to seal or expunge their record.

#### **CONCLUSION**

MA Craft Cultivation LLC will go above the requirements from the Commission by including a dedicated senior management team member to perform no less than 10% of their job in service of our commitments to our communities and the state. This senior management team member will conduct continuous and regular evaluations of the implementation of MA Craft Cultivation LLC's goals and at any point will make adjustments in its policies and procedures in order to

better accomplish the goals set out in this Plan for Positive Impact. MA Craft Cultivation LLC has not made a commitment to give financially to any local nonprofits, but it is our desire to do so as our commitment to the communities grows over time. Prior to any contribution being offered, MA Craft Cultivation LLC will receive confirmation from an organization that it can receive a donation or work with the marijuana establishment in furthering its goals.





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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001479600

1. The exact name of the limited liability company is: MA CRAFT CULTIVATION LLC

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

No. and Street: 12 ROBESON STREET

City or Town: JAMAICA PLAIN

State: MA

Zip: 02130

Country: USA

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

No. and Street: 12 ROBESON STREET

City or Town: JAMAICA PLAIN

State: MA

Zip: 02130

Country: USA

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

APPLYING FOR A LICENSE FROM THE CANNABIS CONTROL COMMISSION.

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

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

Name: MATTHEW ALLEN

No. and Street: 12 ROBESON STREET

City or Town: JAMAICA PLAIN

State: MA

Zip: 02130

Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MATTHEW JOHN ALLEN	12 ROBESON STREET JAMAICA PLAIN, MA 02130 USA
MANAGER	TURE RICHARD TURNBULL	12 ROBESON STREET JAMAICA PLAIN, MA 02130 USA
MANAGER	WESLEY RITCHIE	12 ROBESON STREET JAMAICA PLAIN, MA 02130 USA

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

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

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MATTHEW JOHN ALLEN	12 ROBESON STREET JAMAICA PLAIN, MA 02130 USA
REAL PROPERTY	TURE RICHARD TURNBULL	12 ROBESON STREET JAMAICA PLAIN, MA 02130 USA
REAL PROPERTY	WESLEY RITCHIE	12 ROBESON STREET JAMAICA PLAIN, MA 02130 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of January, 2021,**  
MATTHEW ALLEN

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

THE COMMONWEALTH OF MASSACHUSETTS

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

January 07, 2021 05:07 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*





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

William Francis Galvin  
Secretary of the  
Commonwealth

July 19, 2021

TO WHOM IT MAY CONCERN:

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

**MA CRAFT CULTIVATION LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 7, 2021.**

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

I also certify that the names of all managers listed in the most recent filing are:  
**MATTHEW JOHN ALLEN, TURE RICHARD TURNBULL, WESLEY RITCHIE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MATTHEW JOHN ALLEN, TURE RICHARD TURNBULL, WESLEY RITCHIE**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MATTHEW JOHN ALLEN, TURE RICHARD TURNBULL, WESLEY RITCHIE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





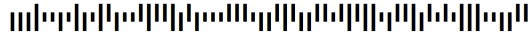
Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0426424512  
Notice Date: August 16, 2021  
Case ID: 0-001-256-517



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MA CRAFT CULTIVATION LLC  
12 ROBESON ST  
JAMAICA PLAIN MA 02130-2916

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

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

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

October 25, 2021

12 Robeson Street  
Jamaica Plain, MA 02130

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

To the Cannabis Control Commission:

As of October 25, 2021, MA Craft Cultivation LLC has no employees, and has had no employees to date. We anticipate hiring employees in Spring of 2022.

MA Craft Cultivation LLC cannot currently register with the Department of Unemployment Assistance because we have no employees. Therefore I am unable to obtain a letter of good standing from the agency.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Matt Allen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Allen  
CEO  
MA Craft Cultivation LLC

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
MA CRAFT CULTIVATION LLC**

This Limited Liability Company Agreement (this “**Agreement**”) of MA Craft Cultivation LLC, a Massachusetts limited liability company (the “**Company**”), is entered into effective as of April 1, 2021, by and among the Members of the Company and is also binding upon any other Person admitted in accordance with this Agreement as a Member of the Company from time to time.

This Agreement is being entered into to provide for, among other things, the governance of the Company and restrictions on the transfer of the Company’s Interests.

Capitalized terms used herein and not otherwise defined shall have the respective meanings given to them in Article VIII of this Agreement.

**Introduction.**

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I.  
NAME; BUSINESS; TERM**

**1.1 Name; Jurisdiction of Organization.** The name of the Company is MA Craft Cultivation LLC. The Company is a limited liability company organized under the Massachusetts Limited Liability Company Act (the “**Act**”). The Company was formed on January 7, 2021 by the filing of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts.

**1.2 Business.** The purpose of the Company shall be to engage in the business of licensed cultivation, harvesting and sale of cannabis, and without limiting the foregoing, to engage in any lawful activity for which limited liability companies may be formed under the Act.

**1.3 Office; Agent for Service of Process.** The principal place of business of the Company shall be 12 Robeson St., Jamaica Plain, MA 02130 or such other place as the Board of Managers shall determine from time to time. As of the date of this Agreement, the office of the Company in the Commonwealth of Massachusetts and the name and address of the Company’s initial agent for service of process are: Matthew J. Allen, 12 Robeson St., Jamaica Plain, MA 02130.

**1.4 Term.** The Company shall continue in existence until terminated and liquidated in accordance with this Agreement. The Board of Managers and/or any Person(s) authorized in writing by the Board of Managers shall wind up the Company’s affairs in accordance with the Act and this Agreement.

**1.5 Construction of Agreement.** The rights, powers, privileges, obligations, duties and liabilities of the Members and Managers shall be determined pursuant to this Agreement and the Act. To the extent that the rights, powers, privileges, obligations, duties or liabilities of any Member or Manager are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the maximum extent permitted by the Act, control.

## **ARTICLE II. MANAGEMENT**

**2.1 General.** The Company and its business and affairs shall be exclusively managed by its Board of Managers (as used herein, “**Managers**” has the meaning given to it in the Act) in accordance with the provisions of this Article II. Except as otherwise expressly set forth in this Agreement, the Members, as such, shall have no (a) authority to act for or bind the Company, (b) voting or approval rights of any kind, or (c) ability or right to exercise any of the rights, powers or privileges under the Act. Except as otherwise expressly set forth in this Agreement, the approval of the Members shall not be required for the Company to engage in any transaction or to perform any other act, statutory or otherwise.

**2.2 Board of Managers.** All actions by the Company that would require approval of a corporate board of directors or stockholders of a corporation under Massachusetts law or for which it would be customary, using good practice, to obtain such approval, shall require approval of the Company’s Board of Managers. Subject to the provisions of this Agreement, the Board of Managers shall have the authority to exercise all rights, powers and privileges granted by the Act, any other applicable law and this Agreement with respect to the Company and its business and affairs. The actions of a Manager, as authorized by vote or consent of the Board of Managers, may be conclusively relied upon by any and all third parties as a duly authorized action of the Company.

### **2.3 Appointment of Managers.**

(a) The Company shall be managed by a Board of Managers which shall initially be comprised of three individuals, who shall be elected in accordance with the provisions hereof (each, a “**Manager**” and collectively, the “**Board of Managers**”). Matthew J. Allen shall have the right to designate one Manager to the Board of Managers, and New England Craft Cultivators, LLC shall have the right to designate two Managers to the Board of Managers, each for so long as such Person owns any Units and continues to provide services to the Company. If any Person ceases to have the right to designate a Manager hereunder, any resulting vacancy shall be filled by the vote or consent of Members holding at least 70% of the outstanding Units. As of the date of this Agreement, the Managers are Wesley J. Ritchie, Ture R. Turnbull and Matthew J. Allen. The number of Persons comprising the Board of Managers may be increased by the Board of Managers. Any vacancies resulting from an increase in the number of Persons comprising the Board shall be filled by the vote or consent of Members holding at least 70% of the outstanding Units.

(b) Each Manager shall serve until the appointment and qualification of such Person’s successor in accordance with Section 2.3(a) or until his or her earlier death, resignation or removal.



(c) No Manager elected pursuant to Section 2.3(a) of this Agreement may be removed from office unless (i) such removal is directed or approved by the Person entitled under Section 2.3(a) to designate that Manager (which such removal may be for any reason or no reason) or (ii) the Person(s) originally entitled to designate or approve such Manager pursuant to Section 2.3(a) is no longer so entitled to designate or approve such Manager. Any vacancies created by the resignation, removal or death of a Manager shall be filled pursuant to the provisions of Section 2.3(a); and

(d) Upon the request of any party entitled to designate a Manager as provided in Section 2.3(a) to remove such Manager, such Manager shall be removed.

**2.4 Meetings; Notice.** Regular or special meetings of the Board of Managers may be held at any time and in any place designated in the notice of meeting and may be called by any Manager. It shall be reasonable and sufficient notice to a Manager to send notice by overnight courier at least forty-eight hours before the meeting, or by facsimile or electronic mail at least twenty-four hours before the meeting, addressed to him at his usual or last known business or residence address, facsimile or electronic mail address, as applicable, or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any Manager if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Manager who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

**2.5 Quorum.** Except as otherwise provided herein, at any meeting of the Board of Managers, a majority of the Managers then in office shall constitute a quorum.

**2.6 Voting.** Each member of the Board of Managers shall be entitled to vote at meetings of the Board of Managers at which a quorum is present, and the vote of a majority of the members of the Board of Managers present at such meeting shall constitute an action by the Board of Managers, except as may be otherwise specifically provided in this Agreement or by law. Notwithstanding the foregoing, in the event any matter presented for approval by the Board of Managers is a self-interested transaction with respect to any particular Manager, such Manager having the interest in the transaction shall abstain from the vote or consent on such matter.

**2.7 Certain Actions Requiring Unanimous Manager Approval.** Notwithstanding the provisions of Section 2.6 hereof, the Company shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or this Agreement) the approval of all members of the Board of Managers, and any such act or transaction entered into without such consent shall be null and void *ab initio*, and of no force and effect:

(a) liquidate, dissolve, or wind up the Company or sell, lease, license or otherwise dispose of material assets of the Company outside the ordinary course of business;

(b) amend, alter or repeal any provision of this Agreement or the Company's Articles of Organization;

- (c) transfer any assets into a Subsidiary having a different ownership structure than the Company;
- (d) dispose of any Subsidiary equity or all or substantially all assets of any Subsidiary; or
- (e) increase or decrease the size of the Board of Managers;
- (f) incur aggregate indebtedness in excess of \$50,000, other than trade credit incurred in the ordinary course of business;
- (g) issue additional Units or securities or other rights which may afford, directly or indirectly, any Person the right to acquire Units or other equity securities of the Company;
- (h) hire, fire, or change the compensation of the executive officers (i.e., employees or Members at the VP-level and above);
- (i) change the principal business of the Company, enter new lines of business, or exit the current line of business;
- (j) file a petition under Chapter 7 or Chapter 11 of the United States Bankruptcy Code or otherwise seek relief under any other bankruptcy, insolvency or similar law, except upon the exercise of the fiduciary duties of the board of such entity;
- (k) convert into a corporation or register any securities under the Securities Act; or
- (l) enter into any transaction or agreement involving the payment or loan to or from the Company of more than \$50,000.

**2.8 Participation by Conference Telephone.** Any one or more of the members of the Board of Managers may participate in a meeting of the Board of Managers by means of a conference telephone or similar communication device that allows all Persons participating in the meeting to simultaneously hear each other during the meeting, and such participation in the meeting shall be the equivalent of being present in person at such meeting.

**2.9 Action by Members of the Board of Managers Without a Meeting.** Any action required or permitted to be taken at a meeting of the Board of Managers may be taken without a meeting if one or more proposed written consents, setting forth the action so taken or to be taken: (i) is sent to all members of the Board of Managers, (ii) is signed or consented to via electronic mail by the members of the Board of Managers whose consent would be required to approve such action if considered for approval at a meeting of the Board of Managers at which a quorum was present, and (iii) such signed written consent, and any consents made via electronic mail related thereto, are included in the Company's permanent records. Action taken under this Section 2.9 shall be effective when all required members of the Board of Managers have signed the proposed written consent or counterpart thereof, or have consented via electronic mail, unless the written consent specifies that it is effective as of an earlier or later date. The written consent on any matter pursuant to this Section 2.9 has the same force and effect as if such matter was voted

upon at a duly called meeting of the Board of Managers and may be described as such in any document or instrument.

**2.10 Officers.** The Company may have such officers, representatives and agents as are appointed from time to time by the Board of Managers. Without limiting the generality of the foregoing, the Company may have a Chairman, a President, a Chief Financial Officer, a Treasurer, one or more Vice Presidents, and a Secretary, each of whom shall, unless otherwise directed by the Board of Managers, have the powers normally associated with such officers of a Massachusetts corporation. Any number of offices may be held by the same person, as the Board of Managers may determine. Unless otherwise provided in the appointment of any officer, each officer shall be chosen for a term which shall continue until such officer's successor shall have been chosen and qualified or such officer's earlier death, resignation or removal by the Board of Managers. As of the date of this Agreement, Matthew J. Allen is Chief Executive Officer of the Company.

**2.11 Indemnification.** Each Member, Manager and officer of the Company, and each of their Affiliates (an "**Indemnified Person**") shall be entitled to indemnification from the Company from and against any and all claims, demands, losses, judgments, fines, penalties, liabilities and expenses (collectively, a "**Claim**") actually and reasonably incurred by such Indemnified Person as a result of any act performed or omitted to be performed by such Indemnified Person (1) as a Member, Manager or officer under this Agreement or as a member, other equity holder, manager or officer of any Related Company within the authority granted by this Agreement or such Related Company's organizational documents or (2) on behalf of the Company, any Member or any Related Company in connection with the business of the Company or any Related Company, provided that (a) such Indemnified Person's conduct was in good faith in a manner that such Indemnified Person believed was in or not opposed to the best interests of the Company, (b) such Indemnified Person's conduct did not constitute gross negligence or willful misconduct, and (c) such Indemnified Person's conduct did not constitute a material breach of this Agreement. This right to indemnification shall include the payment of all reasonable expenses incurred by such Indemnified Person, including reasonable legal and other professional fees and expenses, which amounts shall be paid by the Company when incurred, subject to an undertaking from the Indemnified Person to return such amounts if it is finally determined by a court of competent jurisdiction that such Indemnified Person is not entitled to indemnification hereunder, provided that if the Company elects to assume the defense of any Indemnified Person in respect of such Claim, the Company shall no longer be obligated to reimburse the Indemnified Person for such expenses. This right to indemnification shall not be exclusive of or affect any other rights which any Indemnified Person may have, and shall inure to the benefit of the heirs, executors and administrators of an Indemnified Person. This right to indemnification shall continue in effect regardless of whether an Indemnified Person continues to serve as a Member, Manager or officer. The Company may, in the sole discretion of the Board of Managers, indemnify any other Person to the extent the Board of Managers deems advisable. No amendment or repeal of this Section 2.11 shall have any effect on a Person's rights under this Section 2.11 with respect to any act or omission occurring prior to such amendment or repeal.

**2.12 Exculpation.** No Indemnified Person shall be liable, in damages or otherwise, to the Company or any Member or Manager for any loss that arises out of any act performed or omitted to be performed by such Indemnified Person within the authority granted by this Agreement, other than any loss that results from the Indemnified Person's failure to act in good

faith, gross negligence, willful misconduct or material breach of this Agreement. No amendment or repeal of this Section 2.12 shall have any effect on an Indemnified Person's rights under this Section 2.12 with respect to any act or omission occurring prior to such amendment or repeal.

**2.13 Reliance.** Each Manager shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters such Manager reasonably believes are within such other Person's professional or expert competence, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or income or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

**2.14 Duties.** Each Manager, in such Manager's capacity as a Manager, shall perform such Manager's duties hereunder in good faith in a manner that such Manager believes to be in or not opposed to the best interests of the Company and in accordance with the terms of this Agreement. The exercise by any Manager or Member of any of their respective rights, elections, powers or privileges hereunder in accordance with the provisions of this Agreement shall not be deemed to constitute a lack of good faith, a breach of any fiduciary duty or unfair dealing. To the extent that any Manager or Member has duties (including fiduciary duties) under the Act or any other law to the Company, the Members, the Managers or any other Person bound by this Agreement, the provisions of this Agreement are intended to replace such duties to the maximum extent permitted by law.

### **ARTICLE III. MEMBERS; LIMITED LIABILITY; CAPITAL**

**3.1 Members.** The name and address of each Member is set forth on **Exhibit A** hereto (as the same may be amended from time to time). Such address may be changed by the Board of Managers to reflect a change in the address of any Member upon notice from such Member of a change of address.

**3.2 Limited Liability.** Except as otherwise required by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company, and no Member or Manager shall be obligated personally for any such debt, expense, obligation or liability of the Company. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of the debts, expenses, obligations or liabilities of the Company. No Member shall have any liability to restore any negative balance in such Member's Capital Account.

#### **3.3 Capital.**

(a) As of the date of this Agreement, there are two types of membership Interests in the Company – Common Units and Incentive Units (collectively, the “**Units**”). The Board of Managers shall have the authority to (i) cause the Company to issue additional Interests (including new Interests created by the Board of Managers) and (ii) amend this Agreement and the Register to reflect the rights, powers, privileges, duties and obligations of the additional Interests so issued, the admission of any additional Members and/or the increase in the Capital Contributions and/or Interests of existing Members in connection with such issuance. As a condition to the issuance of

additional Interests to any Person not a Member of the Company, such Person shall be required to execute and deliver to the Company a Joinder Agreement substantially in the form attached hereto as **Exhibit B**.

(b) The initial capital contributions (the “**Capital Contributions**”) of the Members and the number and type of Units initially held by the Members are set forth in a separate Register of Capital Contributions and Unit Ownership (the “**Register**”) maintained by the Board of Managers. The Register also sets forth the form of each Capital Contribution, and the agreed value attributable thereof in the case of Capital Contributions not made in cash. The initial form of the Register is attached hereto. The Register shall be amended from time to time by the Board of Managers to reflect transfers of Units and the issuance of new Units in accordance with this Agreement. No interest shall accrue on any contributions to the capital of the Company.

(c) There are hereby established and authorized for issuance by the Company an unlimited number of Common Units and Incentive Units. The Company is specifically authorized to issue such number of Common Units and Incentive Units as the Board of Managers may determine, each issuance of which shall be in accordance with this Agreement, for such consideration, if any, as the Board of Managers may deem appropriate.

(d) In connection with the hiring and retention of employees, consultants or advisors of the Company or any Subsidiary, the Company may issue Incentive Units to such employees, consultants or advisors as determined from time to time by the Board of Managers in accordance with the provisions of this Agreement. Such Incentive Units shall be issued pursuant to Equity Agreements pursuant to which such Incentive shall be subject to such restrictions and provisions (which may include vesting, forfeiture, transfer restrictions and rights of repurchase) as the Board of Managers may determine appropriate with respect to any such issuance. Upon the issuance of any Incentive Units or any other Units that the Board of Managers intends to be “**profits interests**” for U.S. federal income tax purposes, the Board of Managers shall specify the “**Distribution Threshold**”, which may be zero, applicable to such Incentive Units or other Units. The Distribution Threshold shall be equal to the amount determined by the Board of Managers in its discretion to be necessary to cause such Incentive Units or other Units to constitute a “profits interest” for U.S. federal income tax purposes. The Distribution Threshold of a Unit shall generally be expressed as the per-Unit amount as determined by the Board of Managers that is at least equal to the amount that would be distributed with respect to a single Unit that is not a profits interest if the Company were liquidated at fair market value immediately prior to the grant of the Distribution Threshold Unit. Incentive Units shall not be entitled to any votes except as expressly set forth herein or as otherwise required by law.

(e) Each Member authorizes the Board of Managers to elect to apply the safe harbor (the “**Safe Harbor**”) set forth in proposed Treasury Regulation § 1.83-3(l) and the proposed IRS Revenue Procedure published in Notice 2005-43 (together, the “**Proposed Treasury Regulation**”) (under which the fair market value of an interest in an entity taxable as a partnership that is transferred in connection with the performance of services is treated as being equal to the liquidation value of the interest) if such proposed Treasury Regulation, IRS Revenue Procedure or similar Regulation, revenue procedure or other administrative pronouncement is promulgated by the United States Treasury Department (including the Internal Revenue Service). If the Board of Managers determines that the Company should make such election, (i) the Company and each of

its Members (including any person to whom an Interest is transferred in connection with the performance of services) will comply with all requirements of the Safe Harbor with respect to all Interests transferred in connection with the performance of services while such election remains in effect and (ii) the Company and each of its Members will take all actions necessary, including providing the Company with any required information, to permit the Company to comply with the requirements set forth or referred to in the applicable Regulations for such election to be effective until such time (if any) as the Board of Managers determines, in its sole discretion, that the Company should terminate such election.

### **3.4 Preemptive Rights.**

(a) The Company will give each Common Member at least 20 days prior written notice of any proposed sale or issuance by the Company of any Interests, except for Interests or other securities sold, granted or issued in an Exempt Offering. Such notice will identify the Interests to be issued, the approximate date of issuance, and the price and other terms and conditions of the issuance. Such notice will also include an offer (the “**Offer**”) to issue to each Common Member such Common Member’s Proportionate Percentage of such Interests (the “**Offered Interests**”) at the price and on the other terms as are proposed for such sale or issuance. The Offer shall remain open for a period of 20 days from the date of delivery of such notice and may be accepted by any such Common Member in such Common Member’s sole discretion. The Offer will also specify each Common Member’s Proportionate Percentage.

(b) Each Common Member shall give notice to the Company of such Common Member’s intention to accept an Offer prior to the end of the 20-day period of such Offer, setting forth the portion of the Offered Interests which such Common Member elects to purchase and specifying the maximum number of additional Offered Interests such Common Member is willing to purchase if any other Common Member declines to purchase all of such other Common Member’s Offered Interests. If any Common Member fails to respond to the Offer within such 20-day period, such Common Member will be deemed to have rejected the Offer. If any Common Member fails to subscribe for such Common Member’s Proportionate Percentage of the Offered Interests, the other subscribing Common Members shall be entitled to purchase such Offered Interests as are not subscribed for by such Common Member, up to the maximum number of additional Offered Interests specified in their notice, in the same proportion in which they were initially entitled to purchase the Offered Interests. The Company shall notify each such Common Member within five days following the expiration of the 20-day period described above of the additional amount of Offered Interests which each Common Member shall purchase pursuant to the foregoing sentence.

(c) The closing of any sale or issuance of Offered Interests shall take place at the offices of the Company’s counsel or such other location as the Company shall specify to the Common Members. Upon the closing of any sale or issuance of Offered Interests, the Common Members shall purchase from the Company, and the Company shall sell to such Common Members, the Offered Interests, or any part thereof, subscribed for by such Common Members at the price and on the terms specified in the Offer, which shall be the same price and terms at which all other Persons acquire such Interests in connection with such sale or issuance.

(d) If, but only if, the Common Members do not subscribe for all of the Offered Interests, the Company shall have 120 days from the end of the foregoing 20-day period to sell all or any part of such Offered Interests as to which such Members have not accepted the Offer, to any other Persons at a price and on terms and conditions which are no more favorable to such other Persons or less favorable to the Company than those set forth in the Offer. Any Offered Interests not purchased by the Common Members or such other Persons in accordance with Subsection (c) and this Subsection (d) may not be sold or otherwise issued until they are again offered to the Common Members under the procedures specified in this Section 3.4.

(e) As used herein, “**Proportionate Percentage**” of a Common Member means a fraction of which (i) the numerator is the number of Common Units held by such Common Member, and (ii) the denominator is the number of Common Units held by all Members.

(f) As used herein, “**Exempt Offering**” means (i) the sale by the Company (or any successor) of securities in a Public Offering; (ii) the issuance of Interests upon conversion or exercise of any Units or Unit Equivalents as to which each Common Member was offered the opportunity to purchase its Proportionate Percentage under this Section or as to which the Common Members were not required to be offered such opportunity hereunder; (iii) the issuance of Interests in connection with a bona fide acquisition of or by the Company or any Subsidiary whether by merger, consolidation, sale of assets, sale or exchange of securities or otherwise, or the issuance of Interests in connection with any joint venture, licensing, marketing or other business arrangement, in each case as approved by the Board of Managers; (iv) the issuance of Interests in connection with a third party debt financing, equipment leasing or real property leasing transaction approved by the Board of Managers; (v) the issuance of Interests pursuant to any Unit split, distribution, combination, reclassification, reorganization or similar transaction approved by the Board of Managers as a result of which there is no change in the relative percentage ownership of the holders of Interests; and (vi) the issuance of Incentive Units approved by the Board of Managers.

**3.5 Resignation or Termination of Membership; Return of Capital.** No Member shall resign as a Member or terminate such Member’s membership in the Company for any reason (including bankruptcy or any other event) except as expressly permitted by this Agreement, or have any right to distributions respecting such Member’s Interest (upon withdrawal or resignation from the Company or otherwise) except as expressly set forth in this Agreement. No Member shall have the right to demand or receive property other than cash in return for such Member’s Capital Contribution.

**3.6 Company Opportunities.** In the event a Member becomes aware of an opportunity for an investment or other business or strategic relationship, venture, agreement or other arrangements with entities other than the Company or any of its Subsidiaries, which opportunity is in the field of business of the Company and/or NECC, the Members shall use good faith efforts to come to mutual agreement on whether the opportunity should be pursued by the Company, a Subsidiary of the Company, NECC, or otherwise, taking into account whether the entry into or performance under any such arrangement would involve the use of knowledge gained by a Member as a result of its membership in the Company.

**3.7 Automatic Divestiture.** If at any time while the Company holds a local or state license regarding its cannabis operations, a Member becomes ineligible to be an owner in the Company due to regulatory requirements, such Member shall cease being a Member of the Company but shall remain entitled to the economic benefits it would have been entitled to had it remained a Member of the Company.

**3.8 Tag-Along Rights.** Subject to all terms in this agreement, if the holders of a majority of the outstanding Units (the “Tag-Along Seller”) propose to transfer more than 51% of the Units of the Company to any third party or third parties, the Tag Along Seller shall provide each other Member written notice of the terms and conditions of such proposed transfer and offer each other Member the opportunity to participate in such transfer. Each Member with Units who opts to tag-along shall exercise that notice in writing by responding to the Tag-Along Seller’s notice within 10 days of receipt.

## ARTICLE IV. CAPITAL ACCOUNTS AND ALLOCATIONS

**4.1 Capital Accounts.** A separate account (a “**Capital Account**”) shall be established and maintained for each Member which shall initially equal the amount or value of the Member’s paid-in Capital Contributions recorded on the books of the Company and shall be:

(a) increased by (i) any cash contributions made by such Member, (ii) the Gross Asset Value of any asset contributed by such Member to the Company (as determined immediately prior to such contribution), (iii) the Member’s distributive share of Company Net Profits, and (iv) the amount of any Company liabilities that are assumed by such Member or that are secured by any Company properties distributed to such Member, and

(b) reduced by (i) such Member’s distributive share of Company Net Losses, (ii) cash distributed by the Company to such Member, (iii) the Gross Asset Value of any Company property distributed to such Member (as determined immediately prior to such distribution), and (iv) the amount of any liabilities of such Member that are assumed by the Company or that are secured by any properties contributed by such Member to the Company.

It is the intention of the Members that the Capital Accounts of the Company be maintained in accordance with the Regulations promulgated under Section 704(b) of the Code and that this Agreement be interpreted consistently therewith.

**4.2 General.** Unless otherwise provided herein: (a) the provisions of Section 4.3 shall be applied after the provisions of the remaining Sections of this Article have been given effect, (b) allocations within a class of Units shall be made equally to each Unit, and (c) allocations made to the predecessor in interest of a Member shall be treated as made to that Member.

**4.3 Net Profits and Net Losses.** The Net Profits and Net Losses as determined for purposes of computing the Capital Accounts of the Members shall be allocated among the Members and credited or debited to their respective Capital Accounts in accordance with Regulations Section 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (a) that such



allocations satisfy the economic effect equivalence test of Regulations Section 1.704-1(b)(2)(ii)(i) and (b) that all allocations of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Members in proportion to their interests in the Company as required by Code Section 704(b) and the Regulations promulgated thereunder. Without limiting the foregoing, all items of Net Profit and Net Loss shall be allocated in such a manner that, to the maximum extent possible, the balance of each Member's Capital Account at the end of any fiscal period (increased by such Member's "**share of partnership minimum gain**", such Member's share of "**partner nonrecourse debt minimum gain**" and such Member's deemed obligation, if any, to restore any deficit balance in its capital account, as determined according to Regulations Sections 1.701-2(i)(5), 1.704-2(g), and 1.704-2(b)(2)(ii)(c), respectively) would equal the positive amount of cash that such Member would receive (or the negative amount of cash that such Member should be required to contribute to the Company) if the Company sold all of its property for an amount of cash equal to the Gross Asset Value of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation immediately following the end of such allocation period.

**4.4 Allocations with respect to Contributed Property.** The Tax Items with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for Federal income tax purposes and the initial Gross Asset Value of such property using the traditional method as defined in Regulations Section 1.704-3(b), or other permissible method as determined by the Board of Managers, in accordance with Section 704(c) of the Code and the Regulations thereunder. If the Gross Asset Value of any Company asset is subsequently adjusted on any Adjustment Date, any allocation of Tax Items with respect to such asset shall thereafter take account of any variation between the adjusted tax basis of the asset to the Company and its Gross Asset Value in the same manner as under Section 704(c) of the Code and any Regulations promulgated thereunder. All elections under the Regulations with respect to special allocations required by Section 704(c) of the Code will be made by the Board of Managers.

#### **4.5 Regulatory Allocations**

**(a) Qualified Income Offset and Gross Income Allocation.** Any Member who unexpectedly receives an adjustment, allocation, or distribution described in Regulations Sections 1.704-1(b)(2)(ii)(d) (4), (5), or (6), and as a result such Member has, or has increased, a deficit balance in such Member's Capital Account (including any deemed deficit restoration obligation pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and (i)(5), and adjusted as provided in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d) (4), (5) and (6))), or any Member otherwise has such a deficit at the end of any fiscal period, will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income, including gross income, and gain for such period) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible; provided that an allocation pursuant to this Section 4.5(a) will be made only if and to the extent that the Member would have such a deficit after all other allocations provided for in this 4.5(d) have been tentatively made as if this Section 4.5(a) were not in this Agreement.

(b) **Minimum Gain Chargeback.** Notwithstanding any provision of this Agreement to the contrary, if there is a net decrease during a taxable year in Company “**minimum gain**”, as that term is defined in such provisions of the Regulations or applicable tax law that may apply to the allocation of tax benefits among partners, during any allocation period each Member shall be allocated items of income and gain for such fiscal period (and, if necessary, subsequent periods) in the amounts equal to such Members’ shares of the net decrease in Company minimum gain as provided in Regulations sections 1.704-2(f) and (g).

(c) **Member Minimum Gain Chargeback.** Notwithstanding any other provision of this Agreement to the contrary, if there is a net decrease in Member “**nonrecourse debt minimum gain**” attributable to a Member “**nonrecourse debt**” (in each case as defined in Treasury Regulations Section 1.704-2(i)) during any fiscal period, the Members shall be specially allocated Company items of income and gain for such allocation period (and, if necessary, subsequent periods) in an amount equal to such Member’s share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner’s nonrecourse debt, all as determined in accordance with Treasury Regulations Section 1.704-2(i) and (j).

(d) **Allocation of Recapture Income.** Recapture income (under Sections 1245 and 1250 of the Code), if any, from the disposition of a Company asset shall be allocated among the Members as provided in the Regulations.

(e) **Allocations of Nonrecourse Deductions.** Nonrecourse Deductions, as that term is defined in Regulations § 1.704-2(c), and Partner Nonrecourse Deductions, as that term is defined in Regulations § 1.704-2(i)(2), shall be allocated as determined by the Board of Managers in accordance with Regulations § 1.704-2.

(f) **Certain Basis Adjustments.** In the event the adjusted tax basis of any Code Section 38 property that has been placed in service by the Company is increased pursuant to Code Section 50(c), such increase shall be specially allocated among the Members (as an item in the nature of income or gain) in the same proportions as the investment tax credit that is recaptured with respect to such property is shared among the Members. Any reduction in the adjusted tax basis (or cost) of Code Section 38 property pursuant to Code Section 50(c) shall be specially allocated among the Members (as an item in the nature of expenses or losses) in the same proportions as the basis (or cost) of such property is allocated pursuant to Regulations Section 1.46-3(f)(2)(i).

**4.6 Curative Allocations.** The allocations set forth in Section 4.5 (the “**Regulatory Allocations**”) are intended to comply with certain requirements of Sections 1.704-1(b) and 1.704-2 of the Regulations. The Regulatory Allocations may not be consistent with the manner in which the Members intend to divide Net Profits, Net Losses and similar items. Accordingly, Net Profits, Net Losses and other items will be reallocated among the Members (in the same fiscal period, and to the extent necessary, in subsequent periods) in a manner consistent with Regulation Sections 1.704-1(b) and 1.704-2 so as to prevent the Regulatory Allocations from distorting the manner in which Net Profits, Net Losses and other items are intended to be allocated among the Members pursuant to this 4.5(d).

**4.7 Proration in the Event of a Transfer.** If any Interest of a Member is transferred during a taxable year of the Company, then each Tax Item attributable to the transferred Interest

shall be prorated between the transferor and transferee for Federal income tax purposes as required or permitted by the Code or Regulations, using any convention or method permitted by the Code or Regulations in making such proration as the Board of Managers shall reasonably select; provided, however, extraordinary gain or loss (if any) shall be allocated to the holder of the Interest on the date of the disposition giving rise to the extraordinary gain or loss.

#### **4.8 Allocations upon Admissions or Redemptions.**

(a) If the Interest of a Member is changed during a taxable year for any reason other than the transfer of all or a portion of the Interest to any other Person, then such Member's share of each Tax Item shall be determined for Federal income tax purposes by taking into account each such Member's varying Interests and using any convention or method permitted by the Code or the Regulations reasonably selected by the Board of Managers.

(b) If the Interest of a Member is redeemed or otherwise repurchased by the Company during a taxable year, to the maximum extent permitted by Regulations Sections 1.704-1(b)(2) and (4), such Member's Capital Account will be allocated items of income and gain in the amount of the difference between the value of the consideration received by such Member as a result of such redemption or repurchase and such Member's adjusted tax basis in such redeemed or repurchased Interest.

**4.9 Limitation on Loss Allocations.** If and to the extent that any allocation of Net Loss to any Member would cause such Member's Capital Account to have a deficit balance, or would further increase an existing deficit balance, in excess of the maximum deficit balance allowed under the Section 704(b) Regulations, then such Net Loss shall be allocated first to the Capital Accounts of the other Members until all such Capital Accounts are reduced to zero, and then to such Members equally with respect to each Unit held. If any special allocations of Net Loss are made pursuant to the preceding sentence, items of gross income and gain in subsequent periods shall be specially allocated to offset such allocations of Net Loss as promptly as possible.

**4.10 Special Allocations in Year of Liquidation.** It is the intention of the parties that, after giving effect to all allocations of Net Profits and Net Losses for the current and all prior fiscal periods under 4.5(d), the Capital Accounts of the Members immediately before the distributions under Section 5.1(b) are made shall be as nearly equal as possible to the amounts that they would receive in liquidation under Section 5.2 (the "**Target Amounts**"). Therefore, if immediately prior to the distributions under Section 5.1(c) there be any difference between the Capital Accounts of the Members and the amounts to which the Members would otherwise be entitled under Section 5.2, the Tax Items in the final fiscal period (and prior fiscal periods, if necessary and permitted by the Code and Regulations) shall be specially allocated among the Members so that, as much as possible, their Capital Accounts shall equal the amounts to which they would be entitled if Section 5.2 solely governed liquidating distributions. If the Net Profits of the Company are insufficient to allow the Capital Accounts of the Members to be adjusted to their Target Amounts, then items of gross income (consisting of items of ordinary income and items of capital gain in the proportions in which such ordinary income and capital gain are recognized by the Company for Capital Account purposes) shall be specially allocated to the Members to the extent necessary to cause their Capital Accounts to be equal to their Target Amounts.

**4.11 Allocation of Tax Items.** Except as otherwise provided in this 4.5(d), all items of income, gain, loss and deduction will be allocated among the Members for Federal income tax purposes in the same manner as the corresponding allocation for Capital Account purposes.

## **ARTICLE V. DISTRIBUTIONS**

**5.1 Timing of Distributions.** The Members shall be entitled to receive distributions from the Company only at the following times:

**(a) Tax Distributions.**

**(i)** With respect to any taxable year prior to the year in which the Company liquidates or sells all or substantially all of its assets, the Company will use commercially reasonable efforts to distribute to each Member, on a timely basis, an amount of cash (calculated in accordance with the terms of this Section 5.1(a)) that is sufficient to cause each Member to have received under this Section 5.1(a) with respect to each quarter aggregate distributions equal to the product of the Tax Rate multiplied by the estimated Federal taxable income to be allocated to such Member for such quarter. The Company shall use commercially reasonable efforts to make tax distributions required by this Section 5.1(a) during each taxable year for the purpose of funding the federal and state estimated tax liabilities of the Members based on the estimated taxable income of the Company, not less than five days before the due date of each estimated tax payment by an individual taxpayer.

**(ii)** For all purposes of this Agreement, tax distributions made pursuant to this Section 5.1(a) shall be treated as an advance of distributions made or to be made in the order and priority set forth under Section 5.2. No distribution shall be made under this Section 5.1(a) with respect to any taxable year in which the Company liquidates or sells all or substantially all of its assets. The Board of Managers shall determine in good faith the amount of the tax distributions required by this Section 5.1(a), and such determination shall be final and binding.

**(b) Distributions on Liquidation of Company.** Upon the liquidation of the Company, the Company shall first promptly pay or make provision for the payment of all of the liabilities of the Company, including the establishment of such reserves as the Board of Managers shall reasonably determine to be required by law in order to provide for contingent liabilities, and shall then distribute all remaining assets to the Members in accordance with Section 5.2.

**(c) Other Distributions.** All other distributions of cash or property shall be made in accordance with Section 5.2 at such times and in such aggregate amounts as the Board of Managers shall determine. Distributions that are made to a Member under this Section 5.1(c) shall be offset against future distributions to be made under Section 5.1(b) and 5.2 to such Member (including any successor in interest of such Member).

**5.2 Priority of Distributions.** Distributions shall be made to Members in the following order and priority:

(a) First, to each holder of Common Units to the extent of, and in proportion to, the Unreturned Capital Contributions of such Members, until the Unreturned Capital Contribution of each such holder in respect of its Common Units equals zero;

(b) Second, to each holder of Common Units that did not make a Capital Contribution for its Common Units (the “**Non-Funding Common Holders**”), pro rata based on the respective numbers of Common Units owned by the Non-Funding Common Holders, until the aggregate amount of distributions made to the Non-Funding Common Holders bears the same ratio to the aggregate amount of all distributions made to the holders of all Common Units as the ratio of the number of Common Units held by the Non-Funding Common Holders bears to the total number of Common Units held by the Non-Funding Common Holders and the holders of Common Units that did make a Capital Contribution for their Common Units; and

(c) Finally, to the holders of all vested Units, pro rata in proportion to the number of vested Units held by each; provided, however, in no event will any distribution be made with respect to any Distribution Threshold Unit pursuant to this Section 5.2 unless the Company has already made aggregate distributions hereunder with respect to each Unit that is not a Distribution Threshold Unit equal to the Distribution Threshold of such Distribution Threshold Unit, taking into account only distributions hereunder since the date of issuance of such Distribution Threshold Unit, and then the holder of such Distribution Threshold Unit shall only be entitled to its pro rata share of excess distributions over such Distribution Threshold.

**5.3 Withholding Against Distributions.** The Company shall have the right to withhold from any distribution to a Member the amount of any Federal, state, local or foreign tax required by the taxing jurisdiction imposing the obligation that amounts be withheld from or with respect to Company distributions, and any amounts so withheld and paid over to such taxing jurisdiction shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement. The Company shall also have the right to withhold from any distribution to a Member the amount of any unpaid obligation of such Member to the Company or any of its Subsidiaries, and any amounts so withheld shall be treated, for all purposes under this Agreement, as if such amounts had been distributed to such Member pursuant to this Agreement and then used to repay the unpaid obligation.

**5.4 No Violation of Act.** Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member if such distribution would violate the Act or any other applicable law. Each Member (including any former Member) who receives a distribution in violation of the Act or any other applicable law shall be liable to the Company for the amount of such distribution to the extent required by the Act or such law.

**5.5 Non-Cash Distributions.** The value of any non-cash assets to be distributed to the Members in accordance with this Agreement shall be determined by the Board of Managers acting in good faith in the exercise of its reasonable business judgment. Any such distribution of non-cash assets shall be pro rata, as nearly as practicable, in accordance with the other provisions of this Agreement.

## ARTICLE VI. TRANSFER RESTRICTIONS

### 6.1 Transfer of Units, Generally.

(a) **Blanket Transfer Restrictions.** No Member may Transfer any Common Units until such Member has complied with the provisions of Section 6.2 with respect to such Units or pursuant to Section 6.5 or Section 6.6. No Member may Transfer any Incentive Units except with the consent of the Board of Managers. Notwithstanding any other provision to the contrary set forth elsewhere in this Agreement, no Member shall: (i) except in the context of a sale of all or substantially all outstanding Units of the Company approved by the Board of Managers, Transfer any Units to (A) any Person that, in the opinion of the Board of Managers, directly or indirectly competes with the business of the Company or (B) any equity holder, officer, director, manager, employee, agent, fiduciary or other representative of any such Person, (ii) create or suffer to exist any Encumbrance against any Units in favor of any party, (iii) Transfer any Units if such Transfer would constitute a violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state securities laws or regulations, (iv) Transfer any Units if such Transfer would cause the Company to be classified other than as a partnership for federal income tax purposes or (v) Transfer any Units if such Transfer, when taken together with other prior Transfers, would result in a “**termination**” of the Company for federal income tax purposes. As a condition precedent to any permitted Transfer of Units, the Board of Managers may require delivery to the Company, at the proposed transferor’s expense, of an opinion of counsel satisfactory to the Board of Managers stating that the proposed Transfer would not result in the occurrence of any of the prohibited consequences set forth above in Section 6.1(a) (iii), (iv) or (v).

(b) **Permitted Transfers.** Notwithstanding the first sentence of Section 6.1(a), but subject to the third sentence of Section 6.1(a), a Common Member may freely Transfer to any Permitted Transferee (as defined below), without restriction and without obtaining any consents or Approvals of any kind, all or part of that Member’s Common Units, and shall have the right to fully substitute such Permitted Transferee as the owner for all purposes and in all respects of the Transfer Units so that, upon the consummation of the Transfer, subject to Section 6.1(c) below, the Permitted Transferee shall be deemed a Substituted Member for purposes of this Agreement (such Transfer, a “**Permitted Transfer**”). For purposes of this Section 6.1(b), “**Permitted Transferee**” means, (i) with respect to any individual Member transferor, such Member’s spouse, spouse’s child, parent, sibling or lineal descendant (or an Affiliate thereof), or any other relative approved by the Board of Managers, an entity in which such Member holds substantially all of the equity interests or a trust established primarily for the benefit of any of the foregoing Persons, (ii) with respect to any Member that is an organization or trust, such Member’s equity owners or beneficiaries or an Affiliate of such Member, any such equity owner or any such beneficiary, and (iii) with respect to any Member, any other Member or the Company. Notwithstanding the foregoing, no party hereto shall avoid the provisions of this Agreement by making one or more transfers to Permitted Transferees and then disposing of all or any portion of such party’s interest in any such Permitted Transferee

(c) **Rights and Obligations of Substituted Member.** A Transferee of Units, as a condition of becoming a new Member (a “**Substituted Member**”) of the Company upon such Transfer, be required to execute a Joinder Agreement substantially in the form attached hereto as

**Exhibit B** and satisfy any other conditions that may be required by the Board of Managers, whereupon such Substituted Member shall have all the rights and powers, and shall be subject to all the restrictions and liabilities, of the Member from whom the Transfer Units were acquired relative to such Transfer Units.

(d) **Unauthorized Transfers.** Any purported Transfer or Encumbrance (an “**Unauthorized Transfer**”) of any Member’s Units which does not comply with the conditions set forth in this Section 6.1 shall be null and void and of no force or effect whatsoever.

(e) **Register Amendment.** Any time Units are Transferred pursuant to this Section 6.1, the Board of Managers shall amend the Register to reflect the effect of such Transfer.

## **6.2 Rights of First and Secondary Refusal.**

(a) **Grant.** Subject to the terms of Section 6.1 above, each Common Member hereby unconditionally and irrevocably grants to the Company a Right of First Refusal to purchase all or any portion of Transfer Units that such Common Member may propose to transfer in a Proposed Transfer, at the same price and on the same terms and conditions as those offered to the Proposed Transferee.

(b) **Notice.** Each Common Member proposing to make a Proposed Transfer (a “**Transferring Member**”) must deliver a Proposed Transfer Notice to the Company and the other Common Members not later than forty-five (45) days prior to the consummation of such Proposed Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Transfer and the identity of the Proposed Transferee. To exercise its Right of First Refusal under this Section 6.2, the Company must deliver a Company Notice (a “**Company Notice**”) to the Transferring Member within fifteen (15) days after delivery of the Proposed Transfer Notice. In the event of a conflict between this Agreement and any other agreement that may have been entered into by a Transferring Member with the Company that contains a preexisting right of first refusal, the Company and the Transferring Member acknowledge and agree that the terms of this Agreement shall control and the preexisting right of first refusal shall be deemed satisfied by compliance with Section 6.2(a) and this Section 6.2(b).

(c) **Grant of Secondary Refusal Right to Other Common Members.** Subject to the terms of Section 6.1 above, each Transferring Member hereby unconditionally and irrevocably grants to the other Common Members (the “**Non-Transferring Members**”) a Secondary Refusal Right to purchase all or any portion of the Transfer Units not purchased by the Company pursuant to the Right of First Refusal, as provided in this Section 6.2(c). If the Company does not intend to exercise its Right of Refusal with respect to all Transfer Units subject to a Proposed Transfer, the Company must deliver a Secondary Notice (the “**Secondary Notice**”) to the Transferring Member and the Non-Transferring Members to that effect no later than fifteen (15) days after the Transferring Member delivers the Proposed Transfer Notice to the Company. To exercise its Secondary Refusal Right, a Non-Transferring Member must deliver a Member Notice (the “**Member Notice**”) to the Transferring Member and the Company within fifteen (15) days after the Company’s deadline for its delivery of the Secondary Notice as provided in the preceding sentence.

(d) **Undersubscription of Transfer Units.** If options to purchase have been exercised by the Company and the Non-Transferring Members with respect to some but not all of the Transfer Units by the end of the 15-day period specified in the last sentence of Section 6.2(c) (the “**Member Notice Period**”), then the Company shall, immediately after the expiration of the Member Notice Period, send written notice (the “**Company Undersubscription Notice**”) to the Common Members who fully exercised their Secondary Refusal Right within the Member Notice Period (the “**Electing Members**”). The Electing Members shall, subject to the provisions of this Section 6.2(d), have an additional option to purchase their pro rata share of any such remaining unsubscribed Transfer Units on the terms and conditions set forth in the Proposed Transfer Notice. For the purpose of the immediately preceding sentence, “**pro rata**” shall mean a fraction, the numerator of which shall be the number of Common Units owned by such Electing Member on the date of the Company Undersubscription Notice, and the denominator of which shall be the total number of Common Units held by Electing Members as of the date of the Company Undersubscription Notice. To exercise such option, the Electing Members must deliver an Undersubscription Notice to the Transferring Member and the Company within ten (10) days after the expiration of the Member Notice Period. If the options to purchase the remaining Common Units are exercised in full by the Electing Members, the Company shall immediately notify the Transferring Member of that fact.

(e) **Consideration; Closing.** If the consideration proposed to be paid for the Transfer Units is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Company’s Board of Managers. If the Company and/or the Common Members cannot for any reason pay for the Transfer Units in the same form of non-cash consideration, the Company and/or the Common Members, as the case may be, may pay the cash value equivalent thereof, as determined in good faith by the Board of Managers and as set forth in the Company Notice. The closing of the purchase of Transfer Units by the Company and/or the Common Members, as the case may be, shall take place, and all payments from the Company and/or the Common Members, as the case may be, shall have been delivered to the Transferring Member, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Transfer and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice. The parties hereby agree that the terms and conditions of any sale pursuant to this Section 6.2 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the selling Members further covenant and agree to enter into such an agreement with the Company and/or the applicable Members as a condition precedent to any sale or other transfer pursuant to this Section 6.2.

(f) **Additional Compliance.** If any Proposed Transfer is not consummated within sixty (60) days after receipt of the Proposed Transfer Notice by the Company, the party proposing the Proposed Transfer may not sell any Transfer Units unless it first complies in full with each provision of this Section 6.2. The exercise or election not to exercise any right by a Common Member hereunder shall not adversely affect its right to participate in any other sales of Transfer Units subject to this Section 6.2.

(g) **Transfer Void; Equitable Relief.** Any Proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each party hereto acknowledges and agrees that any breach of Section 6.1(a) of this



Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Units not made in strict compliance with this Agreement).

**(h) Violation of Right of Refusal.** If any Transferring Member becomes obligated to sell any Transfer Units to the Company or to Non-Transferring Members under this Agreement and fails to deliver such Transfer Units in accordance with the terms of this Agreement (other than due to a breach of Section 6.1(a) by the Company and/or the other Common Members), the Company and/or the Non-Transferring Members may, at their option, in addition to all other remedies they may have, send to such Transferring Member the purchase price for such Transfer Units as is herein specified and transfer to the name of the Company or the Non-Transferring Members (or request that the Company effect such transfer in the names of the Non-Transferring Members) on the Company's books the Transfer Units to be sold.

**6.3 Obligations of Transferor.** A Conveyance of Units (a) shall deprive the transferor Member of any rights to which such Member would otherwise be entitled with respect to the Transfer Units, and (b) shall not, without more, release the transferor Member from any liability or obligation with respect to the Transfer Units (or otherwise) that may have existed prior to the Conveyance. Subject to the foregoing sentence, any Member who Conveys all of such Member's Units in the Company shall cease to be a Member of the Company.

**6.4 Obligations of Transferor.** A Conveyance of Units (a) shall deprive the transferor Member of any rights to which such Member would otherwise be entitled with respect to the Transfer Units, and (b) shall not, without more, release the transferor Member from any liability or obligation with respect to the Transfer Units (or otherwise) that may have existed prior to the Conveyance. Subject to the foregoing sentence, any Member who Conveys all of such Member's Units in the Company shall cease to be a Member of the Company.

**6.5 Company's Option to Buy upon Death, Disability, Cessation of Provision of Services to the Company, or Cessation of Operations of a Member.**

**(a) Obligation.** In the event an Initial Member dies, becomes Disabled, permanently ceases to provide services to the Company, or in the case of NECC, permanently ceases operations, becomes insolvent or dissolves (any such event, a "**Triggering Event**"), the Member undergoing such event (the "**Affected Member**"), the Company shall have the option, for a period of ninety (90) days after the date of the Triggering Event, to purchase the Units owned by the Affected Member at a price (the "**Member Buyout Value**") determined as set forth below in this Section 6.5. To exercise such option, the Company must provide a notice to the Affected Member or the Affected Member's legal representative (either such party, the "**Selling Party**") within said ninety (90) day period stating that the Company wishes to purchase the Affected Member's Units. Within thirty (30) days after such notice, the Company and the Selling Party shall attempt to agree on the Member Buyout Value as of the date of the Triggering Event. If the parties are unable to so agree within forty-five (45) days after the Triggering Event, the parties shall promptly engage a reputable and qualified business appraiser selected by mutual agreement

to determine the Member Buyout Value. The appraiser shall determine the Member Buyout Value of the Affected Member's Units not later than sixty (60) days after engagement. The appraiser shall determine the Member Buyout Value without giving any consideration, premium or discount to the fact that the Affected Member may own more or less than a majority interest of the Company. The cost of the appraisal shall be borne equally by the Selling Party and the Company.

**(b) Disability Defined.** For the purposes of this Section 6.5, a Member who is an individual shall be deemed "Disabled" upon (i) the determination of the Member's eligibility to receive benefits under a Company-sponsored long term disability policy after the expiration of the required waiting period (a "qualifying Company-sponsored disability plan") or (ii) in the absence of a qualifying Company-sponsored disability plan, if the Member shall be injured or becomes ill (whether physical or mental) and such injury or illness shall incapacitate such Member and render such Member incapable of performing his or her regular duties for the Company for period of ninety (90) consecutive days.

**(c) Determination of Member Buyout Value.** In the event the parties are unable to mutually select an appraiser, then the Company and the Selling Party shall each appoint an appraiser and the two appraisers shall determine one single Member Buyout Value. If such appraisers are unable to agree upon one single Member Buyout Value, the two appraisers shall then select a third appraiser. The third appraiser so appointed shall then determine one single Member Buyout Value; provided, however, that such value shall not be determined to be greater than the highest value and shall not be less than the lowest value determined by the appraisers previously selected by the parties. The Member Buyout Value determined by the third appraiser shall be binding upon the parties.

**(d) Purchase and Sale Agreement.** The parties hereby agree that the terms and conditions of any sale pursuant to this Section 6.5 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the Affected Member further covenants and agrees that the Affected Member or the Selling Party shall enter into such an agreement with the Company as a condition precedent to any sale or other transfer pursuant to this Section 6.5.

**(e) Closing; Payment.** The closing of any purchase and sale of Units pursuant to this Section 6.5 shall take place fifteen (15) days after the Member Buyout Value is determined or some other date mutually agreed upon by the parties. The purchase price shall be paid by the Company at closing by wire transfer of immediately available funds to an account designated in writing by the Selling Party; provided, however, that the Company shall have the option to pay not more than seventy-five percent (75%) of the purchase price by way of a promissory note with a term of not more than five (5) years, with interest at the then applicable federal rate, and equal payments of interest and principal due and payable not less frequently than quarterly, and repayment of which shall be secured by a pledge of the Units purchased. At the closing, the Selling Party shall deliver to the Company good and marketable title to the Affected Member's Units, free and clear of all Encumbrances. Each Member agrees to cooperate and take all actions and execute all documents reasonably necessary or appropriate to reflect the purchase of the Affected Member's Units by the Company.

## 6.6 Dispute Resolution & Buy-Sell Provisions.

(a) In the event that a significant dispute arises on any of the matters described in Section 2.7, and the dispute remains unresolved after no fewer than (3) attempts to discuss it and find a solution, the matter may be settled by arbitration initiated by agreement by the members. Any dispute arising from Section 2.7 that requires arbitration shall be decided by the arbitrator.

(b) Arbitration shall be the preferred method of all dispute resolution and buy-sell provisions shall only be triggered if an arbitrator is unable to render a decision.

(c) **Buy-Sell Offer Notice.** If the Managers are unable to agree on any of the matters described in Section 2.7 (the “**Fundamental Matters**”) and such disagreement continues for thirty (30) days despite good faith deliberations by the Managers, then either Initial Member shall be entitled to exercise the buy-sell right set forth in this Section 6.6. If an Initial Member wishes to exercise the buy-sell right provided in this Section 6.6, such Member (the “**Initiating Member**”) shall deliver to the other Initial Member (the “**Responding Member**”) written notice (the “**Buy-Sell Offer Notice**”) of such election, which notice shall include the purchase price (which shall be payable exclusively in cash (unless otherwise agreed)) at which the Initiating Member shall (i) purchase all of the Units owned by the Responding Member (the “**Buy-out Price**”) or (ii) sell all of its Units to the Responding Member (the “**Sell-out Price**”), with any difference between the Buy-out Price and the Sell-out Price based solely on each Initial Member’s number of Units in the Company, without regard to any market discount or premium from differences in such proportionate interests.

(d) **Response Notice.** Within thirty (30) days after the Buy-Sell Offer Notice is received (the “**Buy-Sell Election Date**”), the Responding Member shall deliver to the Initiating Member a written notice (the “**Response Notice**”) stating whether it elects to (a) sell all of its Units to the Initiating Member for the Buy-out Price or (b) buy all of the Units owned by the Initiating Member for the Sell-out Price. The failure of the Responding Member to deliver the Response Notice by the Buy-Sell Election Date shall be deemed to be an election to sell all of its Units to the Initiating Member at the Buy-out Price.

(e) **Purchase and Sale Agreement.** The parties hereby agree that the terms and conditions of any sale pursuant to this Section 6.6 will be memorialized in, and governed by, a written purchase and sale agreement with customary terms and provisions for such a transaction and the Initial Members further covenant and agree that they shall enter into such an agreement as a condition precedent to any sale or other transfer pursuant to this Section 6.6.

(f) **Closing; Payment.** Within ninety (90) days after the Buy-Sell Election Date, the parties shall consummate the purchase and sale of the Units pursuant to the Buy-Sell Offer Notice. The purchase price shall be paid by wire transfer of immediately available funds to an account designated in writing by the selling Member; provided, however, that the purchasing Member shall have the option to pay not more than seventy-five percent (75%) of the purchase price by way of a promissory note with a term of not more than five (5) years, with interest at the then applicable federal rate, and equal payments of interest and principal due and payable not less frequently than quarterly, and repayment of which shall be secured by a pledge of the Units purchased. At the closing, the selling Member shall deliver to the purchasing Member good and

marketable title to the selling Member's Units, free and clear of all Encumbrances. Each Member agrees to cooperate and take all actions and execute all documents reasonably.

## ARTICLE VII. MISCELLANEOUS

**7.1 Books and Records.** The Company shall keep true and correct books of account with respect to the operations of the Company. Such books shall be maintained at the principal place of business of the Company, or at such other place as the Board of Managers shall determine. Such books shall be closed and balanced as of the last day of each year.

**7.2 Access to Information.** Each Member shall be entitled to request and receive from the Company the following information regarding the Company: (a) Schedule K-1 and similar state forms relating to the Member's tax liability arising out of the Company, (b) information to confirm the Member's Interests, and (c) a copy of this Agreement, as amended. Each Member acknowledges that such Member is not entitled to any other information regarding the Company or any other Member pursuant to the Act.

**7.3 Fiscal Year.** The fiscal year of the Company shall end on December 31.

**7.4 Method of Accounting; Tax Election.** The method of accounting used by the Company shall be determined by the Board of Managers. Until such time as the Company elects otherwise, the Company shall be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Board of Managers and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a partnership for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

**7.5 Partnership Representative.** Matthew J. Allen, or such other person as is selected by the Board of Managers, shall be the "**tax matters partner**" of the Company for purposes of the Code and shall be the "**partnership representative**" within the meaning of Section 6223 of the Code as amended by The Bipartisan Budget Act of 2015 (P.L. 114-74) (the "**Partnership Representative**"), to manage administrative tax proceedings conducted at the Company level by the Internal Revenue Service with respect to Company matters. Each Member expressly consents to such designation and agrees that, upon the request of the Partnership Representative, such Member will execute, acknowledge, deliver, file and record at the appropriate public offices such documents as may be necessary or appropriate to evidence such consent. The Partnership Representative is specifically directed and authorized to take whatever steps the Partnership Representative, in such Partnership Representative's sole and absolute discretion, deems necessary or desirable to perfect such designation, including, without limitation, filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under Treasury Regulations. Expenses of administrative proceedings relating to the determination of Company items at the Company level undertaken by the Partnership Representative shall be Company expenses. Without limiting the generality of the foregoing, the Partnership Representative shall have the sole and absolute authority to make any elections on behalf of the Company permitted to be made pursuant to Section 754 or any other Section of the Code or the Treasury Regulations promulgated thereunder. In addition, the Partnership Representative may, in such Partnership Representative's discretion, take appropriate

steps on behalf of the Company that he deems necessary or advisable to comply with the tax laws of non-U.S. jurisdictions.

**7.6 Other Activities of Members.** Except as otherwise expressly provided in this Agreement or in any agreement between a Member and a Related Company, each Member and its Affiliates may engage in and possess interests in other business ventures and investment opportunities. Neither the Company nor any other Member shall have any rights in or to such ventures or opportunities or the income or profits therefrom by reason of this Agreement.

**7.7 Legends.** If any Interests are represented by certificates or instruments, such certificates or instruments will contain any legends required by law or reasonably required by the Board of Managers.

**7.8 Successors and Assigns.** Subject to the restrictions on the transferability of the Interests set forth herein, this Agreement shall be binding upon and shall inure to the benefit of (a) the Company and (b) the Members and their respective successors, successors-in-title, assigns, heirs and legal representatives. Except as otherwise expressly set forth herein, none of the provisions of this Agreement shall be for the benefit of or enforceable by any other Person (including creditors of the Company or any Subsidiary).

**7.9 Amendments, Waivers, Etc.** No waiver, modification or amendment of this Agreement shall be valid or binding (except as otherwise provided herein including, without limitation, with respect to the admission of new Members, the issuance of additional Interests and any changes to the Register in connection with such issuances) unless such waiver, modification or amendment is in writing and duly executed by the Company and both Initial Members. The Company will deliver copies of all amendments to this Agreement to each Member promptly after the effectiveness thereof. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver or a continuing waiver of the same or any subsequent breach of any provision of this Agreement. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

**7.10 Notices.** All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail or fax (if confirmed), by United States mail, certified or registered with return receipt requested, or by a nationally recognized overnight courier service, or otherwise actually delivered. Any such notice, demand or communication shall be deemed given on the date given, if delivered in person, e-mailed or faxed, on the date received, if given by registered or certified mail, return receipt requested or given by overnight delivery service, or three days after the date mailed, if otherwise given by first class mail, postage prepaid. Any such notice, demand or communication shall be sent (a) if to the Company, to 12 Robeson St., Jamaica Plain, MA 02130, Attn: Board of Managers, and (b) if to any Member, to the address set forth on **Exhibit A**.

**7.11 Governing Law; Forum.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any proceeding arising out of or relating to this Agreement shall be exclusively brought in the courts of the Commonwealth of Massachusetts or, if it can acquire jurisdiction, in the United States District Court for the District of Massachusetts. This provision may be filed with any court as written evidence of the knowing

and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum.

**7.12 Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**7.13 Counterparts.** This Agreement may be executed in any number of counterparts, and with counterpart signature pages, including facsimile counterpart signature pages, all of which together shall for all purposes constitute one Agreement notwithstanding that all Members have not signed the same counterpart.

**7.14 Entire Agreement.** This Agreement (together with any agreement relating to the vesting or repurchase or forfeiture of any Units or other Interests) embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

**7.15 Interpretation of Agreement.** The headings of Articles, Sections, and Subsections herein are inserted for convenience of reference only, and shall be ignored in the construction or interpretation hereof. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other documents and agreements contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other document or agreement contemplated herein, this Agreement and such other documents and agreements shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other documents or agreements contemplated herein. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement.

**7.16 Securities Laws Matters.** Upon any acquisition by a Member of any Interest, whether by purchase from another Member, issuance by the Company or otherwise, each such Member represents and warrants to, and agrees with, the Company (as of the date hereof and as of each other date such Member acquires any Interests) as follows:

(a) Such Member understands that such Member must bear the economic risk of such Member's investment for an indefinite period of time; that the Interests acquired by such Member have not been registered under the Securities Act or any other applicable securities laws and, therefore, cannot be resold unless they are subsequently registered under the Securities Act and any other applicable securities laws unless an exception from such registration is available; that such Member is acquiring such Interests for investment for the account of such Member and not with a view toward resale or other distribution thereof; and that the Company does not have



any intention of registering such Interests under the Securities Act or any other securities laws or of supplying the information which may be necessary to enable such Member to sell any Interests.

(b) Such Member has adequate means of providing for such Member's current needs and personal contingencies and has no need for liquidity in connection with such Member's Interests. Such Member can afford a complete loss of such Member's investment in the Company, has evaluated the risks of acquiring the Interests, and has determined that such Interests are a suitable investment for such Member.

(c) The Company has made available to such Member on a confidential basis, prior to the acquisition of such Interests, the books and records of the Company and the opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of such Member's investment and the Company's affairs. Such Member has such knowledge and experience in financial, securities, investments and business matters so that such Member is capable of evaluating the merits and risks of such Member's acquisition of such Interests.

(d) All representations and warranties contained in this Section shall survive the execution and delivery of this Agreement and the issuance of Interests to such Member.

## **ARTICLE VIII. DEFINITIONS**

For purposes of this Agreement, the following terms shall have the following respective meanings:

**Act** has the meaning specified in Section 1.1.

**Adjustment Date** means the date on which any of the events described in Regulation 1.704-1(b)(2)(iv)(f)(5) occurs.

**Affected Member** has the meaning specified in Section 6.5(a).

**Affiliate** has the meaning given to it in Rule 405 promulgated under the Securities Act.

**Agreement** means this Limited Liability Company Agreement, as amended, modified or supplemented from time to time.

**Assignee** means a Person to whom all or part of a Member's Units have been Conveyed, but who (i) has not fulfilled the conditions necessary to becoming a Substituted Member, or (ii) is otherwise prohibited by the terms of this Agreement from becoming a Substituted Member.

**Bankruptcy Law** means any law relating to bankruptcy, insolvency, reorganization, liquidation or other relief of debtors, including Title 11 of the United States Code, as amended.

**Board of Managers** has the meaning specified in Section 2.2.

**Buy-Out Price** has the meaning specified in Section 6.6(a).

**Buy-Sell Election Date** has the meaning specified in Section 6.6(d).

**Buy-Sell Offer Notice** has the meaning specified in Section 6.6(a).

**Capital Account** has the meaning specified in Section 4.1.

**Capital Contributions** has the meaning specified in Section 3.3.

**Claim** has the meaning specified in Section 2.11.

**Code** means the Internal Revenue Code of 1986, as amended.

**Common Member** means a Member holding Common Units.

**Common Units** means those Units denominated as Common Units herein.

**Company** has the meaning specified in the preamble.

**Company Notice** means a notice provided by the Company to exercise its First Refusal Right.

**Company Undersubscription Notice** means a notice to Electing Members regarding undersubscribed Transfer Units.

**Conveyance** means the transfer of ownership by sale, exchange, assignment, gift, donation, grant or other conveyance of any kind, whether voluntary or involuntary, including conveyances by operation of law or legal process (and hereby expressly includes with respect to a Member, Assignee or other Person any voluntary or involuntary: (a) appointment of a receiver, trustee, liquidator, custodian or other similar official for such Member, Assignee or other Person or all or any part of the property of such Member, Assignee or other Person under any Bankruptcy Law, (b) gift, donation, transfer by will or intestacy or other similar type of conveyance or disposition, whether inter vivos or mortis causa, and (c) any transfer or other conveyance or disposition to a spouse or former spouse (including by reason of a separation agreement or divorce, equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses or former spouses or other Persons)).

**Distribution Threshold** shall have the meaning specified in Section 3.3(d).

**Distribution Threshold Unit** shall mean each Unit subject to a Distribution Threshold.

**Electing Members** means Members who have elected to exercise their Secondary Refusal Right.

**Encumbrance** means any lien, mortgage, pledge, collateral assignment, security interest, hypothecation or other encumbrance.

**Equity Agreement** shall mean any unit restriction agreement, option or other similar agreement or arrangement pursuant to which Units or options are subject to vesting, forfeiture and/or repurchase.

**Fundamental Matters** has the meaning specified in 6.6(a).

**Gross Asset Value.** For purposes of determining and maintaining the Members' Capital Accounts, the term "**Gross Asset Value**" means, with respect to any asset, the adjusted basis of the asset for Federal income tax purposes, except as follows:

(i) The initial Gross Asset Value of any asset contributed to the Company by a Member shall be the gross fair market value of such asset, as determined by the Board of Managers and the Member or Members making such contribution.

(ii) The Gross Asset Values of all Company assets shall be adjusted to equal their respective fair market values, as determined in good faith by the Board of Managers in the exercise of its reasonable business judgment on each Adjustment Date (and such adjustment shall be deemed to have occurred immediately before the event giving rise to such Adjustment Date). Upon the distribution by the Company of any assets in-kind to any Member other than in consideration of an Interest, only the Gross Asset Values of the assets actually distributed shall be adjusted.

(iii) If the Gross Asset Value of an asset has been determined or adjusted pursuant to clauses (i) or (ii), such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

**Incentive Units** means those Units denominated as Incentive Units herein.

**Indemnified Person** has the meaning specified in Section 2.11.

**Initial Member** means NECC or Matthew J. Allen.

**Initiating Member** has the meaning specified in Section 6.6(a).

**Interests** means the Company's Units and Unit Equivalents.

**Manager** has the meaning specified in Section 2.3.

**Member** means each Person who is designated as a Member on the Register (as it may be amended from time to time by the Board of Managers), including any Person who is admitted as a Member by the Board of Managers after the date hereof in accordance with this Agreement. Each Member shall constitute a "**member**" of the Company for purposes of the Act.

**Member Buyout Value** has the meaning specified in Section 6.5(a).

**Member Notice** means a notice provided by a Member to exercise its Secondary Refusal Right.

**Member Notice Period** means the fifteen (15) days after the Company's deadline for its delivery of the Secondary Notice.

**NECC** means New England Craft Cultivators, LLC.

**Net Profits and Net Losses** means for each taxable year of the Company (or other period for which Net Profit or Net Loss must be computed) the Company's taxable income or loss determined in accordance with Section 703(a) of the Code, with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in computing taxable income or loss;

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Net Profit or Net Loss, shall be included in computing taxable income or loss;

(iii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Net Profit or Net Loss, shall be subtracted from taxable income or loss;

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the Gross Asset Value of the property disposed of as of the date of such disposition, rather than the tax basis of the property, notwithstanding the fact that the Gross Asset Value differs from the adjusted basis of the property for federal income tax purposes;

(v) in lieu of the depreciation, amortization or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed that bears the same relationship to the Gross Asset Value of the asset as the depreciation, amortization, or other cost recovery deduction computed for tax purposes with respect to such asset for the applicable period bears to the adjusted tax basis of such asset at the beginning of each relevant period, or if such asset has a zero adjusted tax basis, depreciation shall be an amount determined under any reasonable method selected by the Board of Managers;

(vi) for the avoidance of doubt, any items which are specially allocated to a Member pursuant to Section 704(c) of the Code and Section 4.5 of this Agreement shall not be taken into account in computing Net Profit or Net Loss; and

(vii) any adjustment to the Gross Asset Values of Company assets on any Adjustment Date shall constitute an item of Net Profit or Net Loss as appropriate and shall be allocated to the Members immediately before the event that gave rise to such Adjustment Date.

**Non-Funding Common Holders** has the meaning specified in Section 5.2(b).

**Permitted Transfer** has the meaning specified in Section 6.1(b).

**Permitted Transferee** has the meaning specified in Section 6.1(b).

**Person** means any natural person or corporation, limited liability company, partnership, trust or other entity.

**Register** has the meaning specified in Section 3.3.

**Regulations** means the Treasury Regulations promulgated under the Code, as amended from time to time.

**Regulatory Allocations** has the meaning specified in Section 4.6.

DocuSigned by:  
Matthew J. Allen  
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**Related Company or Related Companies** means the Company or any Subsidiary of the Company.

**Related Party** means an immediate family member of any Member.

**Related Party Agreement** means an agreement or arrangement in which the Company will be a participant and any Related Party has or will have a direct or indirect material interest.

DocuSigned by:  
Wesley J. Kline  
61D1CE7E677C46A...

**Responding Member** has the meaning specified in Section 6.6(a).

**Response Notice** has the meaning specified in Section 6.6(d).

**Right of First Refusal** means the right, but not an obligation, of the Company to purchase some or all of the Transfer Units that a Transferring Member proposes to transfer in a Proposed Transfer by such Transferring Member, on the terms and conditions specified in the Proposed Transfer Notice.

**Secondary Notice** means written notice from the Company to the Transferring Member and the Non-Transferring Members that the Company does not intend to exercise its Secondary Refusal Right as to all Transfer Units with respect to any Proposed Transfer by a Transferring Member.

**Secondary Refusal Right** means the right, but not an obligation, of the Members to purchase some or all of the Transfer Units not purchased pursuant to the Right of First Refusal, on the terms and conditions specified in the Proposed Transfer Notice.

**Securities Act** means the Securities Act of 1933, as amended.

**Selling Party** has the meaning specified in Section 6.5(a).

**Sell-out Price** has the meaning specified in Section 6.6(a).

**Subsidiary and Subsidiaries** means any direct or indirect, wholly or partially owned, subsidiary of the Company.

**Substituted Member** means any Person who becomes or is deemed a Substituted Member pursuant to Article VI.

**Target Amounts** has the meaning specified in Section 4.10.

**Tax Items** means items of income, gain, deduction, loss or credit for Federal income tax purposes.

**Tax Rate** shall be such rate as the Board of Managers may determine from time to time; provided that the Board of Managers may increase or decrease such rate to take into account any change in Federal, state, local or foreign tax laws and regulations and may apply different or separate rates to different classes of income or gain.

**Transfer** means: (a) as a noun, any Conveyance or Encumbrance, and (b) as a verb, the act of making any voluntary or involuntary transfer, directly or indirectly, by operation of law or otherwise.

**Transfer Units** means Common Units owned by a Member.

**Transferring Member** has the meaning specified in Section 6.2(b).

**Triggering Event** has the meaning specified in Section 6.5(a).

**Unauthorized Transfer** has the meaning specified in Section 6.1(d).

**Unit** means any equity interest in the Company outstanding from time to time.

**Unit Equivalents** means any Unit convertible into or exchangeable for Units or any right, warrant or option to acquire Units or such convertible or exchangeable Units.

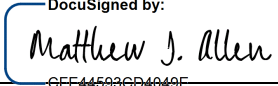
**Unreturned Capital Contribution** means the aggregate Capital Contribution made by a holder of Common Units in respect of such holder's Common Units reduced by all Distributions made or treated as made pursuant to Sections 5.1(b), 5.1(c) and/or 5.2 to such holder in respect of its Common Units.

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This Agreement has been executed and is effective as of the date first above written.

MEMBERS:

DocuSigned by:  
  
Matthew J. Allen

New England Craft Cultivators, LLC

DocuSigned by:  
  
By: Wesley J. Ritchie  
Wesley J. Ritchie  
Co-Chief Executive Officer

**Exhibit A**

**Names and Addresses of Members**

Matthew J. Allen  
54 Central Square, 2C  
Lynn, MA 01901

New England Craft Cultivators, LLC  
12 Robeson St.  
Jamaica Plain, MA 02130

Dennis DePaolo  
108 W Leyden Rd  
Colrain, MA 01340

Exhibit B

Joinder Agreement

The undersigned is executing and delivering this Joinder Agreement pursuant to the Limited Liability Company Agreement dated as of April 1, 2021 (as the same may hereafter be amended, the “**LLC Agreement**”), of MA Craft Cultivation LLC, a Massachusetts limited liability company (the “**Company**”), by and among the Members named therein.

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with, as a Member, the terms and provisions of the LLC Agreement, in each case in the same manner as if the undersigned were an original signatory to such agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

If Individual:

\_\_\_\_\_  
Signature of Member

Print Name:

If joint ownership:

\_\_\_\_\_  
Signature of Member

Print Name:

If Entity:

\_\_\_\_\_  
Print Entity Name

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**MA Craft Cultivation LLC****Register of Capital Contributions and Unit Ownership****Updated as of May 10, 2021**

<b>Member</b>	<b>Capital Contribution</b>	<b>Number of Common Units</b>	<b>Number of Incentive Units</b>	<b>Date of Issuance</b>
Matthew J. Allen	\$25,000	2,942	0	01/07/2021
New England Craft Cultivators, LLC	\$0	6,083	0	01/07/2021
Dennis DePaolo	\$0	975	0	5/10/2021
<b>Totals:</b>	<b>\$25,000</b>	<b>10,000</b>	0	

## **Plan for Obtaining Liability Insurance**

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

MA Craft Cultivation LLC plans to contract with a qualified insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, as well as product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. MA Craft Cultivation LLC will maintain full compliance with the insurance requirements from state and local lawmakers and regulators.

If adequate coverage is unavailable at an affordable rate, MA Craft Cultivation LLC will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within ten (10) business days.

MA Craft Cultivation LLC will keep reports documenting compliance with all state regulations related to insurance coverage.

# **MA CRAFT CULTIVATION LLC**

## **Business Plan**

**November 2021**





# **MA CRAFT CULTIVATION LLC BUSINESS PLAN**

## **SUMMARY**

MA Craft Cultivation (MACC) is a cannabis cultivation company seeking licensure for an outdoor cannabis farm in Massachusetts. MACC is led by Matt Allen with partners Ture Turnbull and Wes Ritchie. Ture and Wes own New England Craft Cultivators (NECC), a cannabis company that is in the process of opening three adult consumption cannabis dispensaries in Massachusetts. MACC is a partially owned subsidiary of NECC.

Allen has spent the last 15 years advocating for the legalization of cannabis at the state and federal levels, beginning in 2007 when he founded the coalition of medical cannabis patients, doctors, and public health groups that later brought the 2012 Massachusetts medical cannabis ballot initiative to the voters. Turnbull and Ritchie have each built careers in Massachusetts advocating for progressive social change across drug policy, LGBTQ equality, law, and electoral politics.

Together this team possesses the necessary understanding of municipal and state government, technical know-how, and deep connections in the cannabis industry to bring together a formidable team and navigate the complicated state and local licensure process.

Currently, there is not enough cannabis supply in Massachusetts, creating some of the highest wholesale prices in the country. Our priority is to bring cannabis to market as quickly as possible in order to maximize profit for investors before hundreds of additional cultivators emerge, driving prices down. Because our outdoor grow is more energy efficient than indoor sites, we will remain profitable even in a competitive market. Our partnership with NECC, a dispensary that features only craft products, MACC will be guaranteed a route to market, gaining a competitive edge over other stand-alone cultivators.

## **Vision and Values**

MACC's identity is rooted in the background of its founders, all of who have extensive political experience in public health, social justice, and advocacy. We believe that taxing and regulating cannabis is the best route towards improving negative public health, public safety, and social impacts associated with the illicit cannabis market. We believe that cannabis legalization presents an unprecedented economic opportunity for small family run businesses, but high regulatory and financial barriers to entry prevent Massachusetts from realizing the cannabis law's promise that some benefits from the new market will accrue in areas disproportionately affected by the Drug War. We seek a role in defining the craft cannabis market in Massachusetts by expanding access to the opportunity it provides.

New England Craft Cultivators, the retail cannabis company led by Ture and Wes, features products from locally owned small cultivators, small manufacturers, and microbusinesses to bring the highest quality, locally and sustainably grown craft cannabis products to the market. By stocking these products in their stores, NECC intends to support family run businesses while driving the development of a craft cannabis market in Massachusetts that will help smaller producers in the long run.



At least in the its initial stages, MACC will need to partner with extractors and manufacturers to turn biomass produced on the farm into edibles, tinctures, and extracts that non-smoking consumers seek. Similarly, many small manufacturers have no reliable source of cannabis to turn into edibles and other products, while large, multi-state, vertically integrated competitors maintain an advantage by growing their own cannabis with which to make other products.

In Massachusetts, business owners from communities disproportionately affected by the Drug War can obtain an “Economic Empowerment Applicant” status by having their background verified. True to our vision and the approach of the retail stores owned by NECC, we will collaborate with these small, locally owned businesses and Economic Empowerment Applicants to help ensure that they have a reliable source of quality cannabis with which to manufacture their products.

### **Top Line Market Opportunities**

The adult consumption cannabis market in Massachusetts is still young. Although the voters approved the legalization ballot initiative in 2016, the first non-medical dispensary did not open until two years later, in November of 2018. As of January, 2021, nearly 100 retailers and 55 cultivators have received final licenses, piling in comparison to states like Colorado where there are currently over 450 cannabis retail business in Denver alone<sup>1</sup>, or Los Angeles, which hosts 187 retailers<sup>2</sup>. This means that the cannabis market in Massachusetts still has significant room to grow.

Statewide data supports this analysis, showing a steady increase in sales and production in Massachusetts over the past two years, with cumulative retail sales now amounting to \$1.16

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<sup>1</sup> The Denver Collaborative Approach, Leading the Way in Municipal Marijuana Management, 2020.

[https://www.denvergov.org/files/assets/public/marijuana-info/documents/oel\\_marijuanareport\\_2020\\_c2.pdf](https://www.denvergov.org/files/assets/public/marijuana-info/documents/oel_marijuanareport_2020_c2.pdf)

<sup>2</sup> *Nearly 60 Los Angeles Cannabis Businesses Poised to Lose Licenses on New Year's Day*, Marijuana Business Daily, Dec. 21, 2020. <https://mjbizdaily.com/nearly-60-los-angeles-cannabis-businesses-poised-to-lose-licenses-on-jan-1-2021/>

billion<sup>3</sup>, of which \$690 million was generated in the 2020 calendar year alone<sup>4</sup>. This amounts to about 21 million individual cannabis plants grown in the state.<sup>5</sup> Currently, only 59 cultivators with just under 2 million square feet of licensed canopy represent the entire growing capacity of the Massachusetts. This is not enough to serve consumers, and is one reason why the illicit market continues to thrive.<sup>6</sup>

These state figures demonstrate that opportunity abounds for cultivators savvy enough to quickly navigate the local and state approval processes in order to capture a small portion of the emerging market. Currently, on average each cultivator is producing enough cannabis to supply retailers with over \$11 million<sup>7</sup> of cannabis products annually. Demand is projected to increase as more retailers open in currently underserved areas of the state, including the Boston metro area.

### **Core Competencies and Professional Team**

#### **Matt Allen, CEO**

Matt Allen has advocated for cannabis policy reform in Massachusetts for 14 years. He founded the group that brought the medical cannabis ballot initiative to the state's voters in 2012, advised the state on regulations for the medical and adult-use programs, and represented the American Civil Liberties Union on the state's Operating Under the Influence Commission. In addition, he has 15 years of managerial experience stemming from the food service industry.

Allen earned an M.S. in Urban and Regional Policy from Northeastern University in 2013, where he studied economic development and regional policy and met Ture Turnbull.

#### **Wes Ritchie, Esq., Co-founder of MACC, Co-CEO of NECC**

Wes is Co-CEO of New England Craft Cultivators (NECC), which has two provisional licenses for cannabis dispensaries in the Lowell area.

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<sup>3</sup> *Massachusetts Marijuana Sales Exceed \$1 Million*, Marijuana Moment, <https://www.marijuanamoment.net/massachusetts-marijuana-sales-exceed-1-billion-since-adult-use-sales-launched-regulators-announce/>

<sup>4</sup> Cannabis Control Commission, <https://opendata.mass-cannabis-control.com/Industry-and-Products/Public-View-Facility-Activity-Daily-Totals/j3q7-3usu>

<sup>5</sup> Cannabis Control Commission, <https://opendata.mass-cannabis-control.com/stories/s/Sales-and-Product-Distribution/xwwk-y3zr>

<sup>6</sup> Why Most Mass Marijuana Sales Are on the Black Market Two Years After Legalization, The Boston Globe, February 2, 2019. <https://www.bostonglobe.com/news/marijuana/2019/02/02/illicit-pot-market-remains-stubbornly-robust/Fqq5baxLvgrTB1ABJRbEL/story.html>

<sup>7</sup> Total 2020 retail sales/59 cultivators.

Wes is an attorney licensed to practice law in Massachusetts since 2013 and has worked in state and local government for over 14 years, including as a local elected official, appointed local board member, and in a variety of roles in state government. Most recently, Wes managed a \$1.2 million congressional campaign and served as the Chief of Staff for Dracut's Senator Barbara L'Italien for 4 years, from 2015-2019. He was Political and Organizing Director of Mass-Equality nearly 10 years later and has served on the board of progressive and prevention organizations like Planned Parenthood of MA Advocacy Fund and the Framingham Coalition for the Prevention of Alcohol and Drug Abuse.

Wes has experience in small retail management and in public policy around marijuana. He advised the Massachusetts Senate Committee on Marijuana Chair on Massachusetts' first legislatively-passed home-grow regulations and has been actively running a small business as well as political campaigns across Massachusetts for many years.

### **Ture Turnbull, Co-founder**

Ture is Co-CEO of New England Craft Cultivators. Prior to founding NECC, he was the executive director for a statewide nonprofit for five years, managing every operational aspect of the company. Ture is a recognized health care expert and experienced policy advocate in state and local government. Additionally, Ture has worked in local government for nearly 10 years.

He enrolled at Northeastern University to receive his B.S. in Public Administration (International Affairs Specialization) followed by a M.S. in Urban and Regional Policy. Ture went on to receive a certificate of education in Shaping Healthcare Delivery Policy from the Kennedy School of Government at Harvard University.

## **OPPORTUNITIES ANALYSIS**

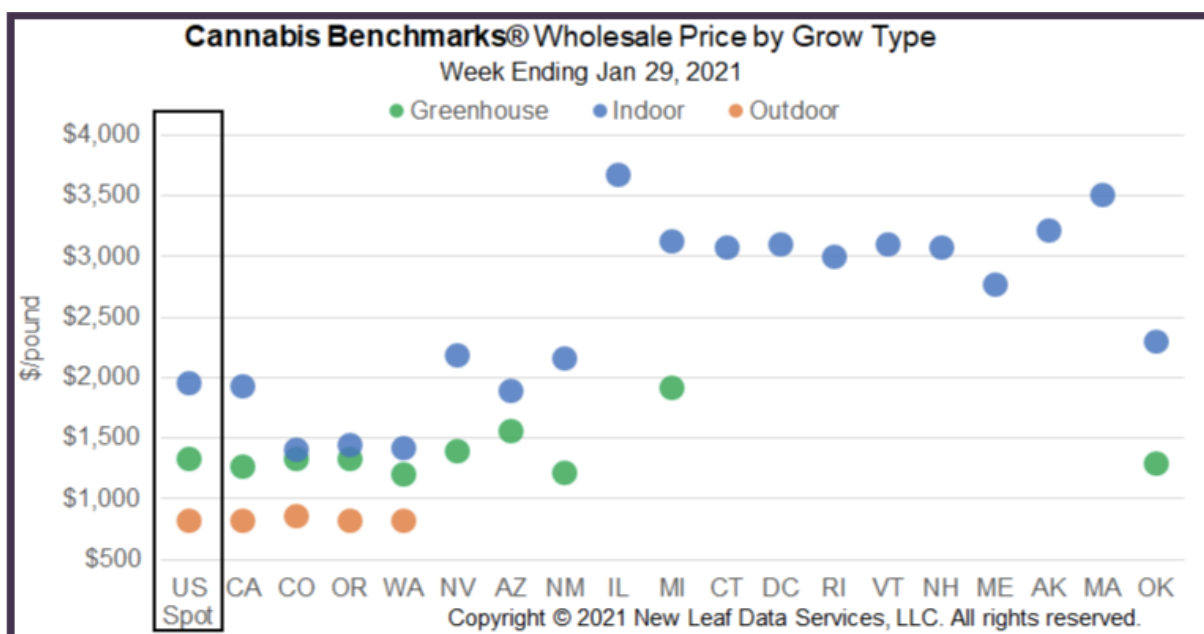
### **Current Opportunity**

No market in the nation offers the opportunity for rapid wealth generation comparable to the opportunity in the cannabis industry as the most widely used illicit drug in the world becomes available to the legal market. The most apt comparison is the evolution the alcohol market faced at the end of prohibition in 1917, when billions of dollars of illicit sales transitioned to the legal market, creating huge fortunes for companies positioned to capture some even small portions of the newly legalized beer, liquor, and wine sales. The legalization of cannabis in Massachusetts presents a similar once-in-a-lifetime opportunity.

The North America legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion. A report from cannabis industry analysts Arcview Market Research, in partnership with BDS Analytics<sup>4</sup>, forecasts that the entire legal cannabis market in North America to reach \$24.5 billion in sales – a 28% annual

growth rate by 2021. As more countries and states legalize cannabis for recreational use and existing markets mature and will grow to \$47.3 billion six years later.<sup>8</sup>

In Massachusetts, cannabis retail sellers are clamoring for more wholesale product as cultivation is not meeting demand. As a result, cannabis wholesale prices in Massachusetts a year ago (March 2020) were some of the highest in the country, with premium indoor cannabis wholesaling at \$4,200 per pound and average indoor cannabis wholesaling at \$3,800 per pound.<sup>9</sup> More recent market data indicates that wholesale prices have decreased slightly but are still among the highest in the nation; January, 2021, wholesale indoor cannabis in Massachusetts was selling at approximately \$3,500/per pound,<sup>10</sup> whereas the nationwide average is closer to \$1,900/lb for premium indoor grown cannabis.<sup>11</sup> Operators who are able to negotiate local and state approval to move quickly towards production can capitalize on these high wholesale prices in the Commonwealth.



## Market Size and Segmentation

Prices are lower in other states where there is more competition, and eventually will decrease in Massachusetts as the state authorizes more stores and supply begins to meet demand.

<sup>8</sup> <https://bdsanalytics.com/>

<sup>9</sup> Wholesale cannabis flower prices in Massachusetts climb on mounting demand, sluggish supply. Marijuana Business Daily, March 2020. <https://mjbizdaily.com/wholesale-cannabis-flower-prices-massachusetts-climb-on-mounting-demand/>

<sup>10</sup> Data from Headset.io, New Leaf Data Services.

<sup>11</sup> Wholesale cannabis price index for the week ending on January 8<sup>th</sup>, 2021. Marijuana Retail Report, January 9, 2021. <https://marijuanaretailreport.com/wholesale-cannabis-price-index-for-the-week-ending-on-january-8th-2020/>

However, the experience of other states indicates that there is still plenty of room for the Massachusetts market to grow. Colorado represents the best comparison because of its similarly sized population; Colorado is home to about 5.8 million residents and Massachusetts 6.9 million. Colorado also has a slightly less restrictive licensing process than Massachusetts, creating a more competitive market.

The Massachusetts market includes higher barriers to entry due to a more onerous state process and a higher degree of local control. Therefore the number of cultivators in Massachusetts is likely to evolve at a slower pace than that in Colorado. Colorado has a more mature market having legalized cannabis for adult consumption in 2012. Experts in Massachusetts estimate that only 32% of the cannabis sales in the state are taking place in the legalized market.<sup>12</sup> In Colorado, regulated retailers are predicted to capture 66% of the cannabis market in 2019, demonstrating that the size of the market in Massachusetts has the potential to more than double in the coming years as more stores come online and more consumers move away from the illicit market.

The production level of cannabis cultivators in Colorado is also much higher than current production in Massachusetts, another indicator that the market in Massachusetts has room to grow. As of January, 1, 2021, there were 1,177 licensed cannabis cultivators in Colorado (both medical and adult-use).<sup>13</sup> These cultivators had on hand an average of 1.095 million cannabis plants (vegetative and mature) at any one time during 2019 (the most recent year for which data is available).<sup>14</sup>

In Massachusetts on January 19, 2021 there were only 286 cultivators in Massachusetts licensed or working their way through the process, with only 59 cultivators actually operating. They had about 220,000 plants on hand on January 1, 2021. In fact only 740,185 *total* plants were harvested in *more than two years* between when the adult consumption program was launched and today January, 2021.<sup>15</sup>

With Colorado as a benchmark, it's clear the Massachusetts market has room to grow and more cultivation will be needed to meet consumer demand.

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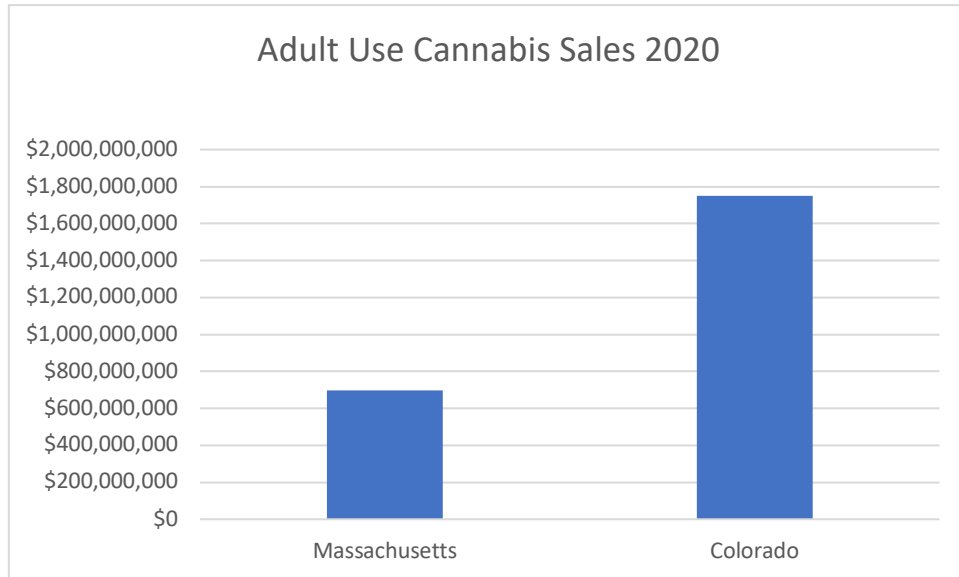
<sup>12</sup> Black market may be marijuana legalization's biggest challenge. Commonwealth News, November 29, 2020. <https://commonwealthmagazine.org/marijuana/black-market-may-be-marijuana-legalizations-biggest-challenge/>

<sup>13</sup> Marijuana Enforcement Division, State of Colorado. <https://www.colorado.gov/pacific/enforcement/med-resources-and-statistics>

<sup>14</sup> 2019 Regulated Marijuana Market Update, MPG Consulting and Leeds School of Business for the Colorado Department of Revenue Marijuana Enforcement Division.

<sup>15</sup> Cannabis Control Commission, Total Plant Count, January 15, 2021.





### Products

As a wholesaler, MACC will provide cannabis flower and biomass to retailers and manufacturers. Flower means cannabis buds, the form of cannabis traditionally smoked by consumers. Biomass includes other parts of the plant and flower that does not pass microbial testing. Because Massachusetts standards for testing for microbial presence in cannabis is stricter than for organic foods, some outdoor cannabis is not suitable to be sold intact. This biomass is sold to be processed into extracts because the extraction process removes any unwanted contaminants. Extracts are then used to manufacture in edibles, vape pens, tinctures, and topicals.

We expect approximately 20% of the cannabis produced on the farm to be sold as consumable flower. Eighty percent of the product will be sold as biomass to be used to produce cannabis flower that passes mandated microbial and mycotoxin tests can be sold directly to retailers at a higher price than biomass.

### **Competitive Analysis**

MACC will be competing with hundreds of other cultivators in Massachusetts. What sets us apart is our emphasis on sustainable outdoor cultivation and the marketing strategy of our partner retail establishment NECC which is focused on highlighting craft cannabis produced by family farmers and small producers.

While at the beginning of 2021 there were 281<sup>16</sup> cultivators currently licensed or in the process of applying for licenses in Massachusetts, only 25 are planning on growing cannabis outdoors. Growing outdoor cannabis has several advantages. It is much less resource intensive than indoor cultivation, requiring neither investment in costly lighting and environmental control systems nor ongoing payment of exorbitant energy bills. MACC will be able to produce cannabis at a fraction of the cost of 90% of the other cultivators in Massachusetts who favor indoor cultivation, ensuring our wholesale prices will remain competitive even as the number of cultivators increases in Massachusetts.

### Other Outdoor Growers

Of the 25 other outdoor cannabis farms seeking to operate in Massachusetts just eight of the 25 are outdoor farms with an associated retail store (Appendix A). Only 10 have received final licensure from the state. As an extremely early mover in the outdoor market in Massachusetts, MACC has an unprecedented opportunity to develop brand recognition as a purveyor of sustainable, sun-grown cannabis by interacting with consumers at NECC retail stores.

### New England Craft Cultivators Partnership

Independent cultivators must go to the wholesale market to seek retail stores who will buy and distribute their product, facing competition from other cultivators in the market place. MACC has a significant advantage over independent cultivators because we are a partially owned subsidiary of New England Craft Cultivators (NECC), which is opening cannabis retail stores in Dracut and Pepperell, Massachusetts. This means that MACC will have the advantage of a predetermined route to market. The Dracut store alone could potentially purchase a large portion of MACC's flower production.

While NECC intends to purchase wholesale cannabis from suppliers in addition to MACC, NECC products will be a central feature of the dispensaries. This strategy offers MACC the best access to the retail market by attracting a broad group of regional consumers to NECC by offering a diverse array of goods from varied producers, then steering consumers to MACC products.

### **Differentiation**

Our cannabis is a different breed than the products mass-produced in resource intensive, artificially controlled indoor grow sites. Produced sustainably, it reflects the natural geography of western Massachusetts, similar to how wines reflect their terroir

Our sustainable growing practices make our product attractive to consumers who appreciate the outdoors and identify as environmentalists. Since only 10% of cannabis companies that

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<sup>16</sup> Market Update, Massachusetts Adult Use Marijuana, Nucleus One, February, 2021.  
file:///Users/misttermattallen/Documents/NECC/Reports%20and%20Research/Market%20in%20Other%20States/  
Nationwide/Nucleus%20One%20-%20MA%20Market%20Update%20-%202021-02.pdf

cultivate in Massachusetts use outdoor growing methods, we have the opportunity to stand out to consumers as one of the few sustainably grown brands in the state.

## **Growth Strategy**

MACC has a two-phase growth strategy centered around rapidly moving to plant in 2022.

(Phase 1) MACC Cultivation License: Before planting the 2022 crop, we will install a greenhouse on the farm enabling propagation to begin earlier in the year so that cannabis plants transplanted to the field in March will be bigger than if they were grown from seeds without a greenhouse. This will significantly increase yield. Revenues in 2022 are anticipated to be over \$1.1 million, with yield and therefore revenue increasing to \$1.8 million in 2023.

(Phase 2) Manufacturing License: In 2022, MACC intends pursue a manufacturing license in order to produce our own line of edibles, extracts, and pre-rolls, and packaged flower ready for resale at dispensaries. This manufacturing center may be sited in Colrain or at another location. MACC manufacturing will allow us to remove the middle-man between cultivation and retail of non-flower products, allowing us to capture up to an additional 20% in revenue by producing our own beverages, edibles, tinctures, vapes, and other

MACC obtained a Host Community Agreement from the town of Colrain in January 2021 and will submit a cultivation license application to the state in summer of 2021. The license will be approved by winter of 2021.

We have also identified a potential property to lease for construction of a manufacturing facility in Dracut, MA. NECC has a host community agreement (HCA) from the town authorizing it to license a facility there. Should MACC choose to proceed with leasing the property, NECC can transfer the HCA to allow MACC to proceed with state licensing for the facility.

## **Promotion Strategy**

MACC will engage in a two-pronged marketing strategy:

- Working with NECC to promote MACC products being sold through the NECC stores in order to build the NECC/MACC brand
- Promoting biomass for extraction and edible production to independent producers in the state

NECC's plans to implement an aggressive marketing plan targeted at our affinity communities, including activists and LGBTQ folks, as well as regional growth and marketing. The plan includes directed digital and maximization of free public media. The website [www.NECraftCultivators.com](http://www.NECraftCultivators.com) is currently live and will be incorporate promotion of MACC products to consumers. The NECC retail store in Dracut is expected to open by July, 2021.

NECC has existing relationships with independent manufacturers such as the veteran-owned edibles producer [Freshly Baked](#). These manufacturers seek to place their products in NECC retail stores, and are also in need of wholesale cannabis to make edibles and items. As NECC negotiates with manufacturers to stock its in spring 2021 retail stores, we will promote the availability of wholesale cannabis from the farm in fall 2021.

Given bans of cannabis advertising on most social media platforms, the most effective strategies for us to reach manufacturers and retailers are direct outreach to marijuana establishment business owners in the state, direct marketing at industry conferences and other events, building and joining communities around marijuana-related concerns such as health and wellness. The marketing and sales strategy of MACC will be based on generating long-term personalized relationships with manufactures and dispensaries.

Marketing and advertising campaign includes:

- Meeting with distributors and retailers
- E-mail Marketing
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures
- Cannabis business directories and platforms

## **SALES PLAN**

### **Sales Strategy**

As a partially owned subsidiary of NECC, MACC anticipates selling a significant amount of its useable flower (about 20% of inventory) to NECC. MACC's focus on outdoor, sustainable cultivation on a family farm will help NECC establish itself as a business committed to partnering with locally owned small cultivators, small manufacturers, and microbusinesses to bring the highest quality, locally and sustainably grown craft cannabis products to the market.

Flower ready for retail sale will also be sold to other retail establishments, but not directly to consumers. The remaining 80% will be sold to manufacturers.

MACC will engage in individual outreach to build individual relationships with independent manufacturers that are owned by Economic Empowerment Applicants, women, veterans, individuals with an LGBTQ background, or minorities. Given our founders' track record in supporting policies friendly to these groups not just in the cannabis industry but in our state

and nation as a whole, and NECC's intent to centrally feature these businesses in the retail stores, these businesses will be eager to partner with us.

### Pricing

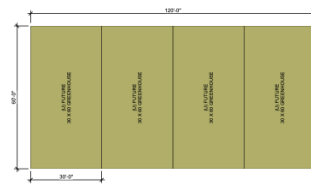
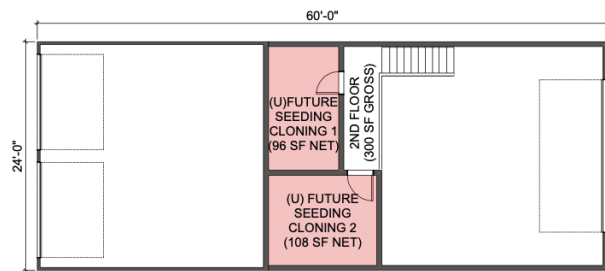
2021 wholesale pricing is based on confidential research obtained from one cannabis outdoor cultivation site, one vertically integrated dispensary/cultivation/manufacturing business, and industry sales reports. Future years are projected based on the performance of similar markets in Colorado and other states.

PRICE INDEX	2021	2022	2023	2024	2025
Outdoor Flower/lb	\$2,800	\$2,600	\$2,400	\$2,200	\$2000
Outdoor Biomass/lb	\$1,200	\$1,000	\$800	\$600	\$500

## DESIGN AND DEVELOPMENT PLAN

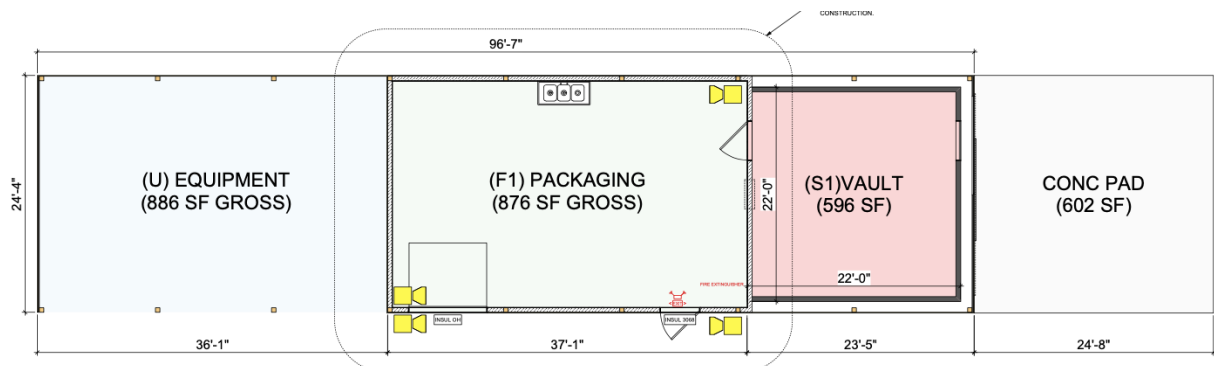
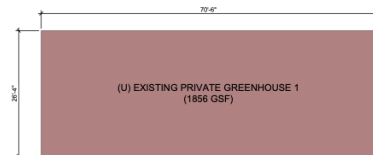
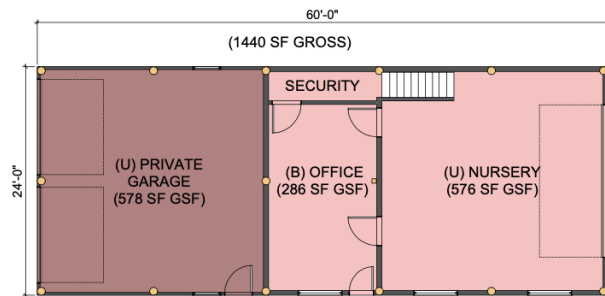


The site located at 108 West Leyden Road in Colrain, MA. The farm includes over two acres of fenced in terrain where cannabis is grown; a barn where cannabis is cured, processed and stored; and a building that houses security equipment, an office, and a nursery.

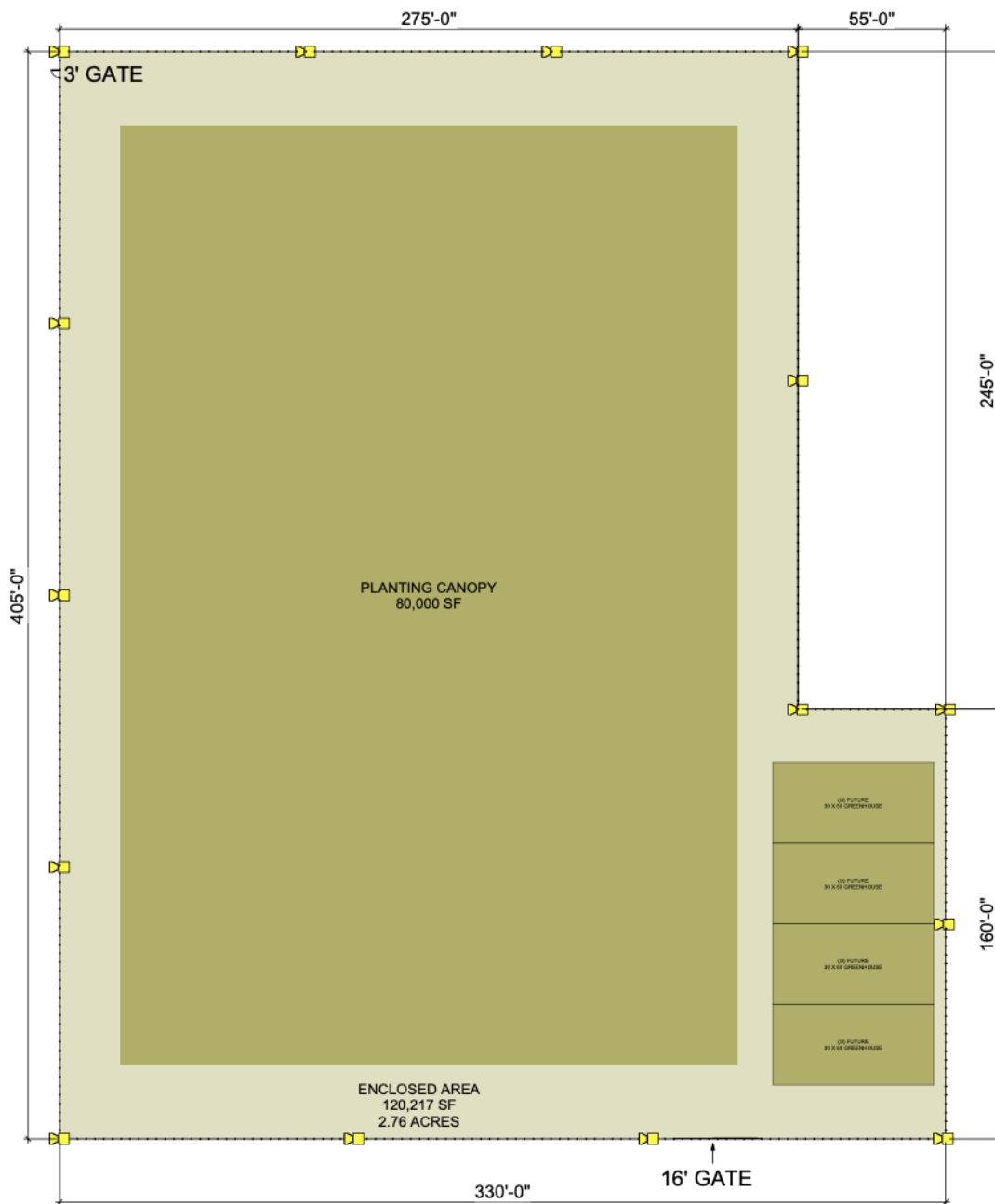


2 H. FUTURE GREENHOUSES  
Scale: 1/16" = 1'-0"

4 B. EXISTING BARN, 2ND FL.  
Scale: 1/4" = 1'-0"







## Facility Development

The farm was previously outfitted it for commercial hemp production. This entailed the purchase of tractors and other farming equipment, the installation of a water reservoir and irrigation system, and the outfitting the barn with the necessary environmental control system to provide for curing hemp. Upgrades necessary for cultivation of cannabis bearing THC

included installing a security system including fencing around the field, upgrading HVAC, adding hot water, sealing and building out the barn processing area, electrical upgrades, and more.

Tractors and Equipment	\$ 70,000
Video and Camera	\$ 67,500
HVAC/ Hot Water	\$ 40,000
Fence	\$ 55,679
Barn Build Out	\$ 39,500
Electrical	\$ 55,000
Alarm and Security	\$ 100,000
Drying Racks	\$ 15,000
Lights	\$ 6,581
Window Bars	\$ 4,200
Label Printer	\$ 3,000
Nitrogen Pack Heat Sealer	\$ 2,000
Metal Doors with Locks	\$ 2,000
Exterior Steel Doors	\$ 4,000
Fire Ex and Signs	\$ 620
Signs	\$ 675
Bar Code Scanner	\$ 500
Legal Fees	\$ 15,000
Architect Fees	\$ 8,995
<b>Total</b>	<b>\$ 420,250</b>

These costs are wrapped into the lease for the property. For Phase 2 of the growth plan, hoop houses will be installed in 2022.

<b>2022</b>	
Hoop houses	\$ 100,000
Grow equip	\$ 51,300
Electrical Upgrade	\$ 45,000
Lighting	\$ 35,000
<b>Total:</b>	<b>\$ 231,300</b>

## OPERATIONS PLAN

MACC operations plan is thoroughly documented in our Standard Operating Procedures (SOPs) which cover:

Staffing and Training

- Staffing and Training Overview
- Diversity Plan
- Staffing Plan Development and Maintenance
- Employee Training Plan
- Transition
- Termination
- Reporting and Management Structure

#### Testing for Cultivation

- Testing Plan and Procedures
- Compliance Testing Procedures
- Failed Test Samples

#### Transportation

- Loading Areas
- Order Placement and Confirmation
- Electronic Manifest System
- Cash Handling
- Lab Sample Handling

#### Waste Disposal

- Waste Disposal Policies and Procedures
- Waste Storage, Destruction, and Disposal Procedures
- Non-Marijuana Waste Disposal
- Waste Minimization Practices

#### Record Keeping

- Corporate Compliance, Governance and Taxes
- Financial Reporting
- Agent Records
- Security Systems
- Environmental Controls
- Electronic Tracking
- Inventory Controls
- Regular Audits

#### Quality Assurance

- Testing
- Electronic Tracking
- General Hygiene
- Facility Sanitation
- Prompt Waste Disposal
- Adverse Events and Recalls

## Production Plan

- Strains, Products, and Plant Count
- Environmental Controls
- Plant Care
- Integrated Pest Management
- Lighting
- Media
- Nutrients and Irrigation
- Water
- Schedule
- Mixing Fertilizer
- Nutrients
- Record Keeping
- Propagation

## Security Plan

- Security Agents
- Premises Security Overview
- Access Restrictions
- Systems and Equipment
- Facility Plot Plan

## **ADMINISTRATION AND PERSONNEL**

MACC is a partially owned subsidiary of New England Craft Cultivators, which is led by Ture and Wes. MACC's board of managers includes Matt Allen, Ture Turnbull, and Wes Ritchie. Allen is part owner and acts as Chief Executive Officer of MACC. Wes is the company's in-house lawyer, though MACC retains its own corporate counsel when appropriate. Ture acts as lead on projects related to design and personnel management. Both Ture and Wes and provide support in the areas of fundraising, municipal outreach, strategic planning, and marketing. MACC also has access to experts in business development, facility construction, project management, and branding through NECC's board of advisors.

As MACC grows, NECC will provide business infrastructure including accounting, payroll, and bookkeeping administration for a consulting fee. Other potential support provided to MACC by NECC for a fee could include marketing, legal, and compliance advice and personnel. This will enable MACC to grow while investing minimal resources into business infrastructure.

Any sales between MACC and NECC will be negotiated at arms-length.

### **Key Management Personnel**

**Matt Allen, CEO**

Matt founded the Massachusetts Patient Advocacy Alliance (MPAA), in 2009, bringing together a coalition of medical cannabis patients, caregivers, state legislators, and public health groups including the AIDS Action Committee, Massachusetts Nurses Association, Leukemia and Lymphoma Society to support safe access to cannabis in the state. Under his leadership, MPAA brought the medical cannabis ballot initiative to the voters and organized hundreds of patients and other stakeholders to press for medical cannabis regulations that meet both patient and cannabis industry needs.

As Executive Director of MPAA, Allen supported dispensaries and municipalities in creating well balanced local regulations and zoning ordinances around the state. He raised funds from national drug policy organizations and local cannabis businesses and maintained nonprofit compliance with the office of the Attorney General the Secretary of the Commonwealth's Lobbyist Registration Division.

He has testified in front of public bodies including committees in the Massachusetts General Assembly, Department of Public Health, Cannabis Control Commission, City of Newton, City of Springfield, City of Boston, City of Haverhill, and multiple other cities and towns around the state. He has been quoted in the Boston Globe, Boston Herald Springfield Republican, Worcester Telegram and Gazette, and many local press outlets. He has appeared on Fox TV, NECN, PBS News Hour, Greater Boston, and other media outlets.

Matt chaired the Public Safety and Community Mitigation subcommittee of the Cannabis Advisory Board, a body that advises the Massachusetts Cannabis Control Commission. He also represented the ACLU on the state's Operating Under the Influence Commission, which includes representation from the MA State Police, Chiefs of Police, Executive Office of Public Safety, District Attorneys, Association, American Automobile Association, and Massachusetts Medical Society.

Before founding the Alliance in 2009, Allen campaigned and lobbied in favor of state policies to address substance abuse as a public health problem rather than a criminal justice one by increasing the availability of substance abuse treatment services for individuals charged with low-level drug infractions.

His managerial experience stems from 15 years in the food service industry working in restaurants in Massachusetts, North Carolina, and Ohio. As a restaurant and club General Manager, he supervised staffs of up to 30 employees for several restaurants with sales over \$1 million. In addition to hiring, training, and supervising staff in front and back of the house roles, he managed food and liquor inventory and ensured compliance with state and local liquor regulations. He developed and maintained profit and loss databases to monitor and improve liquor and food costs.

Allen earned an M.S. in Urban and Regional Policy from Northeastern University in 2013, where he studied economic development and regional policy and met Ture Turnbull.

### **Wes Ritchie, Esq., Co-founder**

Wes is an attorney licensed to practice law in Massachusetts since 2013 and has worked in state and local government for over 14 years, including as a local elected official, appointed local board member, and in a variety of roles in state government. Most recently, Wes managed a \$1.2 million congressional campaign and served as the Chief of Staff for Dracut's Senator Barbara L'Italien for 4 years, from 2015-2019. While the Chief of Staff for Senator L'Italien, he helped oversee new state funding for Dracut focused on several new projects, including public safety initiatives in Marsh Hill, funding for the local Fire Department, and secured millions of dollars in bond funding through legislation.

Wes is an activist at heart, and he got his start in 2004's "equal marriage" movement as an organizer for MassEquality. This passion has been a thread of his career. Wes graduated from law school and went back to work at MassEquality as the Political and Organizing Director of Mass-Equality nearly 10 years later.

Wes has experience in small retail management and on public policy around marijuana. He advised the Massachusetts Senate Committee on Marijuana Chair on Massachusetts' first legislatively-passed home-grow regulations and has been actively running a small business as well as political campaigns across Massachusetts for many years. Wes has also served on the board of progressive and prevention organizations like Planned Parenthood of MA Advocacy Fund and the Framingham Coalition for the Prevention of Alcohol and Drug Abuse.

### **Ture Turnbull, Co-founder**

Ture has been the executive director for a statewide nonprofit for the last five years, managing every operational aspect of the company. Ture is a recognized health care expert and experienced policy advocate in state and local government.

Ture was sworn in as a Commissioner by former Governor Deval Patrick to the LGBTQ Youth Commission, spending his time there focusing on creating positive health outcomes for vulnerable communities. Additionally, Ture has worked in local government for nearly 10 years.

He enrolled at Northeastern University to receive his B.S. in Public Administration (International Affairs Specialization) followed by a M.S. in Urban and Regional Policy. Ture went on to receive a certificate of education in Shaping Healthcare Delivery Policy from the Kennedy School of Government at Harvard University.

## **CRITICAL RISKS**

**Federal Illegality:** It is technically possible for federal authorities to seize the business or business assets due to the federal illegality of cannabis, but increasingly unlikely. Under the



Obama Administration, the Department of Justice issued a memo indicating that federal resources would not be used to prosecute cannabis businesses in compliance with state law. While former attorney general Jeff Sessions rescinded the advisory, no cannabis businesses that were operating legally under state law were charged or prosecuted by the federal government. The Biden/Harris administration is more friendly to cannabis reform, and is expected to loosen federal rules that impact cannabis businesses.

**Legalization Nationally:** National legalization will bring benefits to cannabis businesses, but also increase competition. Currently cannabis businesses are not eligible to deduct most operating expenses from revenue before calculating federal and state business income taxes. Federal legalization will mean that all costs of goods sold and capital improvements will be deductible, as they are for ordinary businesses. That will lead to an immediate increase in profits (over 20% in some cases) for cannabis businesses.

However, federal legalization will also open borders for interstate commerce. As a result, cultivators in Massachusetts will be competing with growers in states where outdoor cultivation is more predominant due to environmental factors. This increase in competition will lead to a reduction in wholesale prices for cultivators. Our exposure to this risk is limited since our outdoor farm can better compete with other outdoor producers than indoor sites in Massachusetts which face high energy and production costs.

**Fail Testing:** Cannabis can fail testing protocols in Massachusetts if levels of microbials, heavy metals, pesticides, or mycotoxins exceed requirements. Our cannabis will not fail pesticide tests because we will not use any pesticides, and will not fail heavy metal tests because we will test soil on the farm prior to planting. However, cannabis grown outdoors faces a heightened risk of harboring microbials and mycotoxins in comparison with indoor grown cannabis. This is because the environment in Massachusetts is relatively humid which can promote mold growth, and because natural occurring yeasts and other microbials are found in outdoor air.

Should our product fail microbial or mycotoxin testing, it can only be sold for extract. This will mean we do not capture the higher price available for the 10% of our crop that we expect will consist of cannabis flower.

**Competition:** As explored earlier in this plan, over 250 cultivators are licensed or in the process of becoming licensed to grow cannabis in Massachusetts. While the market has more than enough room for this growth, competition will continue to increase and present a threat to cultivators who cannot keep expenses low, do not form relationships with and develop a brand recognized by manufacturers and retailers.

**Catastrophic Crop Failure:** Unpredictable weather events, such as an extremely early frost, or hurricane, or microburst could irreparably damage our crop. No crop insurance is available for cannabis grown outdoors. This risk is mitigated by the geography on the farm; the field is on a hillside so it is largely protected from wind coming from the North. Plants can also be protected from the wind with trellises, however severe weather events still pose a risk.

**Fail to License Farm:** If MACC fails to successfully navigate the state licensing process, we will be unable to grow cannabis at the site.

## **Plan for Restricting Access to Age 21 and Older**

Property Address: 108 West Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

MA Craft Cultivation LLC's cultivation establishment will only be accessible to individuals 21 years of age or older with a verified and valid, government-issued photo identification.

Before an individual may enter the facility, an MA Craft Cultivation LLC (MACC) security agent will inspect the individual's proof of identification and confirm that the individual is at least 21 years of age. MACC trained security agents will be on-site during business hours to observe, report and prevent loitering, solicitation, diversion of marijuana and marijuana product, and access by individuals under the age of 21.

If MACC discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified. MACC also will not hire, as agents, any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors.

In compliance with state regulations, MACC will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to, or portray minors under the age of 21. All marketing, advertising, and branding practices shall be compliant with Cannabis Control Commission and any other state and local regulations. MA Craft Cultivation, LLC will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. All visitors entering the cultivation site must be 21 years of age or older.

In accordance with state regulations, any adult use marijuana marketing, advertising and branding materials for public viewing will include a warning stating, "For use only by adults 21 years of age or older. Keep out of the reach of children."

All MA Craft Cultivation, LLC product packaging will be tamper or child-resistant, and will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

MA Craft Cultivation, LLC's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

All employees and registered agents must be 21 years of age or older consistent with 935 CMR 500.029 or 500.030.

All visitors must be 21 years of age or older consistent with 935 CMR 500.002.

Prior to gaining access to the cultivation facility at 108 W Leyden Rd. individuals must show a photo identification to a manager and a camera that is monitored by a security company to ensure that the individual is over the age 21. Identification must match photo identification and be currently valid. Upon Validation of proper ID, the individual will be allowed into the main facility.

Agents shall always visibly display an identification badge issued by MACC while at the facility or transporting cannabis.

Within the business confines of the outdoor cannabis operations (areas that include the barns, greenhouses, office spaces, equipment sheds, and the fence-enclosed growing fields) access control between security zones will be managed by the company's RFID encoded key cards.

Areas of even greater security concern (vaults, surveillance equipment and digital record maintenance areas, and finished product storage areas) will require two-part credential authentication via RFID key and personally generated access code. RFID key cards and access codes are issued to the individual employee after hiring- only upon proof of age and identification (via state or federally issued personal identification cards, passports, or birth certificates) and upon favorable eligibility determination after the required state background investigations are concluded.

When non-adjudicated visitors such as individual performing routine maintenance or delivery personnel, must gain entry to limited access areas, it is our policy to establish positive identification and log entry to the facility before issuing them "visitor credentials". These credentials serve to visibly inform employees and surveillance equipment of the guest's presence without providing unaccompanied access to facilities.

Visitors, maintenance professionals, and deliveries will be escorted by an employee who will provide access and supervision throughout the duration of the visit. Signage clearly marking the business facilities as a limited access area in accordance with state guidelines will also be displayed near entry and egress points.

## Quality Control and Testing

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

### Overview

It is the goal of MA Craft Cultivation LLC (MACC) to provide the licensed Massachusetts operators with adult use cannabis of the highest quality. One of the ways we will do so is through comprehensive product testing and a quality control plan. All marijuana intended for sale or transfer must be tested for quality control and meet labeling requirements. MACC will test all finished plant material. We will also maintain sanitary, waste disposal, surface cleaning and sanitizing procedures in compliance with Cannabis Control Commission (CCC) regulations including maintaining adequate water supply to comply with these procedures.

MACC's quality control plan will ensure the production of marijuana is in full compliance with Commission regulations and mandatory testing requirements. The provisions contained herein are established to ensure all marijuana produced by MACC is tested for contaminants and cannabinoid profile in compliance with testing guidelines outlined by the Commission, and to ensure that the results of all testing are maintained for no less than one year in accordance with 935 CMR 500.160(3). MACC will also keep a quality assurance audit log that records quality checks performed on randomly selected items from each batch.

Pursuant to 935 CMR 500.160(1), a contractual arrangement for testing services will be maintained by MACC at all times, with an appropriately accredited laboratory approved by the commission. No Marijuana Product will be sold or marketed for adult use that is not capable of being tested by the accredited testing agency. All testing will be performed in compliance with the *Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana-infused Products*. MACC will also perform the environmental media testing in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Medical Marijuana Dispensary*.

MA Craft Cultivation LLC will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products due to any action initiated at the request or order of the Cannabis Control Commission, and any voluntary action by MA Craft Cultivation LLC to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

### Litter and Waste

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to 935 CMR 500.105(12). 935 CMR 500.105(3)

MA Craft Cultivation daily maintenance tasks are collectively completed by the company managers to ensure that all company areas remain hygienic and free from litter, waste, and plant

debris. All recyclables and waste, including organic waste composed of or containing finished cannabis and cannabis products, will be stored securely to prevent unauthorized access, behind security fencing in lockable dumpsters and under constant video surveillance in a designated space immediately adjacent to the primary growing fields in accordance with applicable state and local statutes, ordinances, and regulations.

Liquid waste containing cannabis or by-products of cannabis processing shall be stored in wastewater holding tanks locked in a marked storage cabinet within the Trimming and Packing Area until they can be disposed of in compliance with all applicable state and federal requirements or transportation for disposal can be scheduled or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers, Construction, Operation, and Record Keeping Requirements.

Organic material, recyclable material, and solid waste generated at MA Craft Cultivation will be redirected or disposed of as follows:

This waste will be removed and delivered bimonthly to a state-approved solid waste disposal facility.

1. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017:
2. To the greatest extent feasible:
  - a. Any recyclable material as defined in 310 CMR 16.02: Definitions, shall be separated and stored for recycling in a marked container.
  - b. Any remaining organic cannabis waste shall be ground and mixed with at least 51% other organic material as defined in 310 CMR 16.02: such that the resulting mixture renders the cannabis unusable for its original purpose. Once such cannabis waste has been rendered unusable, the mixture will be stored for composting securely to prevent unauthorized access, behind security fencing in lockable dumpsters and under constant video surveillance in a designated space immediately adjacent to the primary growing fields in accordance with applicable state and local statutes, ordinances, and regulations.
3. Solid waste containing cannabis generated at MA Craft Cultivation will be ground up and mixed with other non-cannabis containing solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located, or composted on site.

No fewer than two MA Craft Cultivation employees will witness and document how the cannabis waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When cannabis products or waste is disposed or handled, MA Craft Cultivation will create and maintain a written or 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 MACC agents present during the disposal or other handling, with their signatures. MACC will keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

All these activities are logged in Mtrc and are further checked for quality control daily by the owners or executive staff during routine facility clearing and closure activities that occur before arming the security systems and departing.

Litter and waste shall be managed throughout the interior working spaces with marked trash and recycling receptacles. These trash and recycling receptacles are emptied daily under the supervision of MA Craft Cultivation managers, and are checked daily to ensure hygienic working conditions are maintained pursuant to 935 CMR 500.105(12).

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair pursuant to 935 CMR 500.105(3). At MA Craft Cultivation, all floors, walls, and ceilings in operational spaces are constructed of material that enables them to be adequately wiped, cleaned, and sterilized. These spaces are cleaned daily as part of our IPM and facility's sanitation protocols. These spaces are currently in excellent condition, however, in response to repairs or upgrades a designated MA Craft Cultivation manager will oversee these efforts in an expedient manner.

All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination pursuant to 935 CMR 500.105(3).

All utensils and equipment will be purchased with the prior consideration of its sustainable hygienic maintenance. Daily cleaning of contact surfaces, utensils, and equipment are collectively completed using a sanitizing agent registered by the United States Environmental Protection Agency in accordance with label instructions under the supervision of MA Craft Cultivation managerial controllers to ensure growing areas remain hygienic and free from pests and disease. These activities are further checked for quality control daily by the owners or executive staff during routine facility clearing and closure activities that occur before arming the security systems and departing

All toxic items shall be identified, held, and stored in a manner that protects against contamination of cannabis pursuant to 935 CMR 500.105(3). Any toxic or hazardous material will be identified and consolidated in highly visible, lockable, and appropriately marked chemical storage cabinets strictly located on the opposite end of the Trimming and Packaging area where it suffers no residual risk of contamination to cannabis.

Water supply shall be sufficient for necessary operations pursuant to 935 CMR 500.105(3). At the cultivation site, water is supplied by a private well located on the property. This well provides safe, potable water in adequate volume to supply to the Trimming and Packaging area and exterior hose bibs. Additionally, MA Craft Cultivation management staff provides several 5g IGLOO Beverage Coolers for daily drinking water at the commencement of daily farming activities in the Trimming and Packaging area. These Beverage Coolers can be refilled with

water conveniently and moved to any location throughout the farm as needed during the workday by any number of work vehicles available daily at the farm.

Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3)

All plumbing properly conveys sewage and liquid waste from MA Craft Cultivation. There are no cross connections between potable and wastewater lines.

MACC will provide its employees with adequate, readily accessible toilet facilities pursuant to 935 CMR 500.105(3). MA Craft Cultivation rents portable toilet facilities which are readily accessible at the facility. These units are maintained and kept in good repair and in sanitary condition by the vendor on a weekly basis, based upon vendor-recommended employee volume of use. Upkeep, stocking, and standards of cleanliness will be managed daily by staff as needed between vendor maintenance.

All MA Craft Cultivation cannabis products will be packaged under conditions that will protect them against physical, chemical, and microbial contamination and stored in a climate-controlled location that prevents the growth of undesirable micro-organisms by a company employee prior to any transport. Any licensed and secure transportation entity contracted to transport cannabis will be inspected for cleanliness prior to securely handled transaction. Assessments of the transportation vehicle's ability to safely manage the cannabis's temperature and protect the quality of product in accordance with applicable requirements pursuant to 21 CFR 1.908(c) will be conducted prior to securely handled transaction

### Sanitary Requirements

MA Craft Cultivation LLC will comply with the following sanitary requirements:

1. Any MACC agent who has any contact with marijuana or nonedible marijuana products, for example through creating the floor displays, will comply with the requirements for food handlers set forth in all laws and regulations.
2. All edible marijuana products will be handled and stored in compliance with the sanitation requirements in all laws and regulations.
3. Any MACC agent working in direct contact with marijuana or nonedible marijuana products will conform to sanitary practices while on duty.
4. MA Craft Cultivation LLC's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
5. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands in accordance with 935 CMR 500.105(3)
6. During operations all agents will be provided with appropriately sized hairnets and nitrile gloves available in the Trimming and Packaging area.

7. Work will be conducted on food-grade stainless steel tables immediately adjacent to the convenient and entirely adequate hand-washing facilities which are fully furnished with running water at a suitable temperature where the company shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
8. MACC's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
9. MACC's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair.
10. MACC's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition.
11. MACC will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
12. MACC will store all products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of the products or their containers.
13. Any employee determined to have an inadequate level of personal hygiene by the farm manager will be turned away prior to the beginning of the workday. All employees are required to sanitize their hands thoroughly prior to starting work or at any other times when hands may have become soiled or contaminated.

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## Testing

All products for sale shall have been tested and approved for sale by a licensed independent testing laboratory prior to their sale and delivery to other establishments.

It is the policy of MACC to comply with all Commission testing guidance and requirements, including but not limited to:

1. Approved laboratories;
2. Frequency of testing required;
3. Contamination response plans;
4. Lot size; and
5. Sample size and sampling protocol

All marijuana cultivated by MACC must be tested. Mandatory testing includes:

1. Cannabinoid profile, and terpenes
2. Contaminant presence (to be determined by the Commission) including, but not limited to:
  - a. Mold;
  - b. Mildew;
  - c. Heavy metals;
  - d. Plant growth regulators; and
  - e. Pesticides.

Additional testing may be required, including as required by the Commission.

MACC will ensure that all storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11) and all transportation of marijuana to a testing facility shall comply with 935CMR 500.105(13). All marijuana not passing laboratory testing standards will be disposed of in compliance with 935 CMR 500.105(12).

#### Contaminated Test Results Protocol

Upon receiving notification that test results are above the acceptable limits and after determining the contamination cannot be remediated, MACC will notify the Commission within 72 hours of the findings. This notification must come from both MACC and from the independent testing agency that performed the test. In this notification, MACC will outline a plan to determine the cause of the contamination and a method of disposal, pursuant to 935 CMR 500.160(2).

#### Policy and Procedure for Sampling and Testing Marijuana and Marijuana-infused Products

##### **General Requirements**

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations pursuant to 935 CMR 500.105(3). Within MA Craft Cultivation Trimming and Packaging Area there is 888ft<sup>2</sup> of sufficient space available for the storage of materials necessary for maintenance of sanitary operations. Inventory Management maintains a minimum two week's supply of sanitation supplies to support those operations.

All employees that handle, or package marijuana shall do so in adherence with the requirements for food handlers specified in 105CMR 300.000. All marijuana products must be handled on food-grade stainless steel tables. All marijuana shall be stored in special limited access storage areas in accordance with the security requirements of 935 CMR 500.110. Processed marijuana must be well cured and free of; seeds, stems, dirt, contaminates, bacteria, mold, bud rot and fungus in accordance with 935 CMR 500.105(3)(A).

##### **Temperature & Humidity**

All marijuana being tested shall always remain in a humidity and temperature-controlled environment specified by the processing manager. Care should be taken to ensure these conditions are met wherever the test samples are being stored or processed. A moisture meter and/or humidistat can be used in a sealed container to determine the samples readiness for testing.

##### **Sampling Program Design**

Sample collection must be conducted in a manner that provides analytically sound and representative samples so that all marijuana products dispensed are safe, effective, and accurately

labeled. We will document every sampling event and provide this documentation to the Commission upon request.

Each marijuana production batch must be sampled and analyzed. Through proper homogenization of plant material, the sample collected from a production batch must be representative of all of the marijuana in the batch to the best of our abilities.

### **Summary of Process**

Prior to sample collection, the agent should assemble all equipment and materials needed before beginning. Items to assemble before sampling include, but are not limited to, the following:

- Sample collection plan for each product type; Logbook or sample collection forms
- Chain-of-custody forms/manifest sheets
- Decontaminated tool(s), such as a trimmers snips; Stainless steel bowl and implement to homogenize the product
- Clean, decontaminate sampling surface
- Sample containers appropriate for the analyses required
- Container labels and pen with indelible ink
- Supplies to thoroughly clean, decontaminated and dry sampling equipment between samples (iso-alcohol, towels)
- A cool dry place to store samples

### **Equipment**

- Food Grade Nitrile Gloves
- Food Grade Hair Net and Beard Guard
- Safety Glasses if needed
- Sanitizing Solution
- 1 x Roll Paper Towels
- Trimmers
- Sharpie/Pens
- Certified Scale
- Weighing Vessel
- Parchment Paper
- Large Food Grade Stainless Steel Trays
- Isopropyl Alcohol

### **Sampling Procedure**

Preparing sample labels and affixing them to sample containers immediately before sampling is recommended. On the label, include at a minimum the batch number, sample ID, date/time of collection and the agents name and license number that collected the samples.

Sample Collection: Collect the planned samples from each cultivation or production batch one at a time. Follow these basic steps for each sample:

1. Wear disposable gloves to mitigate potential for contamination of samples.
2. Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
3. Collect the sample using an appropriate tool (trimmers). Do not touch the sample with your hands or allow the sample to touch anything that might cause cross contamination.
4. Place the sample on the stainless-steel tray or on a decontaminated cutting surface for homogenization.
5. Record the weight and time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.

To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other marijuana products should be cleaned before collecting the next sample with isopropyl-alcohol

Flower samples to be collected should be fully cured before being sealed in their storage container to avoid contact with any excess moisture.

All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled with a barcode from Leaf Logix.

Chain-of-custody paperwork should be completed prior to pickup by the independent testing laboratory and a copy emailed after the samples depart. A physical copy of the manifest must be provided to the laboratory's agent for travel and the items must be manifested from the inventory in Leaf Logix.

The batch being tested must wait for acceptable testing results before being packaged as to help ensure untested product is never sold to the public.

#### MA Craft Cultivation Soil and Water Testing Requirements

All staff required to collect samples must be trained in environmental sample collection. All training records must be kept on file for inspection.

Training must include:

1. Sample collecting plan and reasons for method
2. Proper operation of sampling equipment
3. Importance of ensuring representativeness and integrity of samples
4. Documentation and chain of custody requirements

#### **Soil and Growing media testing:**

- Soils and solids are tested prior to use in cultivation. (1 sample per cubic yard.), although composite testing may be used, enabling sample areas to be larger, in accordance to Cannabis Control Commission guidance *Protocol for Sampling and Analysis of Environmental Media for Marijuana Establishments, Medical Marijuana Treatment Centers, and Co-located Operations*.
- Soils and solids are tested when ordered through a new vendor.
- Soils and solids must be sampled and tested annually.
- When soils are amended sampling is required in the quarter in which the soil was amended. (1 sample per discrete cultivation unit for beds, or sample per 100 ft<sup>2</sup> of soil area on large beds, although composite testing may be used, enabling samples to be larger
- If growing in containers soil must be sampled for 5% of all containers.
- Sample locations must represent diverse horizontal and vertical locations.
- In no case may more than 5 primary samples be composited into a single sample for analysis.
- A diagram of the cultivation area, the sampling design and the horizontal and vertical location of each sample must be created for each sampling event and kept on file for inspection.
- Annually, 1 out of every 20 samples must be a field duplicate (not labeled as such-for QC), to provide verification of laboratory procedures.
- Blank samples are required to provide information on potential positive bias on any positive results in field samples.
- Disposable sampling equipment must be used with every sample, not to cross contaminate when taking multiple samples.

**Prior to collecting samples assemble the following:**

- Sample collection plan and diagram of sampling locations
- Logbook or sample collection forms
- Chain of Custody forms (COCs)
- Disposable gloves
- Sterile sampling tools
- Stainless steel bowl to homogenize soil samples
- Clean sterile surface for sample processing
- Sample containers
- Container labels and pen
- Supplies to clean, decontaminate and dry sampling equipment between samples
- A cooler to keep samples cool until refrigeration or shipment to the laboratory

Agents collecting samples will create a new entry for each sampling event in the sample collection log book.

**Log book entries must include:**

- Date
- Start time



- Participating personnel
- Collectors name
- Description of media and location sampled
- Environmental conditions
- Description of the sampling procedures and equipment used
- Record of plants or batches that may be impacted if test result fail.
- Record a sample location identifier (Sample ID) so the sample can be tracked to a specific location within the facility
- Sample IDs will be included on the labels unless used in a composite sample
- Whether the sample is a grab sample or composite sample
- Soil core depth

Sample labels shall be prepared and affixed to containers immediately before sampling.

**Sample labels shall include:**

- Location
- Sample ID
- Date and Time

**Water testing:**

- Public water supply-(exempt) public records analysis must be kept in the facility and available to inspectors.
- Water from a non PWS must be sampled and tested quarterly.
- All water used in hydroponic growing must be sampled prior to use and quarterly thereafter.
- Must be tested at location as close as possible to water use.
- Must be tested before entering and after leaving any water treatment system. If multiple systems are used, water must be tested between each system.
- A diagram of all water sampling locations must be created for each event and kept on file.
- Water samples must be tested as single samples and no composite samples are allowed.
- Annually 1 out of every 20 samples must be a field duplicate (not labeled as such-for QC) to provide verification of laboratory procedures.
- Blank samples are required to provide information on potential positive bias on any positive results in field samples.
- Disposable sampling equipment must be used with every sample, not to cross contaminate when taking multiple samples.

**Prior to collecting samples assemble the following:**

- Sample collection plan and diagram of sampling locations
- Logbook or sample collection forms
- Chain of Custody forms (COCs)
- Disposable gloves

- Clean sterile surface for sample processing
- Sample containers
- Preservatives as required for the analysis or pre-preserved containers
- Supplies such as a pH paper or meter to verify adequate preservation
- Container labels and pen
- Supplies to clean, decontaminate and dry sampling equipment between samples
- A cooler to keep samples cool until refrigeration or shipment to the laboratory

Agents collecting samples will create a new entry for each sampling event in the log book.

**Log book samples include:**

- Date
- Start time
- Participating personnel
- Collectors name
- Description of media and location sampled
- Environmental conditions
- Description of the sampling procedures and equipment used
- Record of plants or batches that may be impacted if test result fail.
- Record a sample location identifier (Sample ID) so the sample can be tracked to a specific location within the facility
- Sample IDs will be included on the labels unless used in a composite sample
- Whether the sample is a grab sample or composite sample

Sample labels shall be prepared and affixed to containers immediately before sampling.

**Sample labels shall include:**

- Location
- Sample ID
- Date and Time

**Handling Samples:**

After samples are collected and labeled, they should be delivered to the lab as soon as possible.

- Sample containers should be stored in a contaminant free environment
- Sample containers are not stored for more than 1 year
- Preservatives or pre-preserved containers must be used before expiration date
- Sample containers must be made of the appropriate materials based on the analytical methods being performed.
- Until analyzed samples must be preserved to minimize chemical or physical changes according to the analytical method references.

- Samples should be refrigerated or maintained on ice (4°C +/-2°C until shipped to the laboratory.
- Samples should be placed in dark, airtight containers.
- To be considered a valid sample, all samples must be analyzed prior to the technical holding time as defined in each analytical method.
- All samples are considered in custody of sample collection staff prior to shipment.
- Samples should be supervised always or locked to prevent mistreatment.
- Chain of Custody seals may be used to ensure samples are not tampered with.
- Samples for shipping are packaged in a clean area free of contamination.
- Ensure all samples are in clean containers with tight lids and labeled properly.
- Cover labels with clear tape in case of a leak or water damage.
- Seal sample containers in clear plastic bags with visible labels.
- If samples need to be kept cool pack them in a cooler with double bagged ice or icepacks.
- If shipped in a cooler, line the cooler with a heavy-duty trash bag before shipping.
- Include non-combustible absorbent packing materials to protect the samples from damage.
- Remove old shipping labels if any and use package tracking if shipping through the mail service.

### **Sample Analysis:**

All sample analysis shall be conducted by an independent laboratory that is either:

1. Accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body such as A2LA or ACLASS, or
  2. Certified, registered, or accredited by an organization approved by the Massachusetts Department of Public Health
- For non-potable or potable water any laboratory certified by the Massachusetts Department of Environmental Protection for analysis of the appropriate analytes and methods outlined in this protocol is acceptable to the MAD PH.
  - For soils/solids, any laboratory certified by the National Environmental Laboratory Accreditation Program (NELAP) accrediting authority, (including New Hampshire and New York) to conduct soils/solids testing for the appropriate analytes and methods outlined in this protocol is acceptable to the commission.

Analytical methods and analyses are required for solid growing media and aqueous samples in accordance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*. For solids ATSDR Environmental Media Evaluation Guidelines (EMEGs) are required or Cancer Rate Evaluation Guidelines (CREGs) or US EPA Residential Soils (RSL) guidelines.

Data Evaluation:

MACC must follow a policy and procedure for results indicating contamination. The analytical results of testing will be the primary means for MACC to ensure compliance with this requirement.

Test results shall include the following in the laboratory data package:

- A narrative written on laboratory letterhead that describes sample receipt, preparation, analytical issues encountered as well as method nonconformances or exceeded QA/QC criteria.
- The narrative shall identify the preparation and analytical methods utilized by the laboratory
- A signed statement by an authorized laboratory representative as to accuracy, completeness and compliance with the methods of the results presented.
- Chain of Custody paperwork including requested analyses and documentation of sample collection and receipt.
- Summary of analytical results of samples including, identifier, methods performed, target analytes analyzed, results or reporting limit, proper qualifiers according to laboratory standard procedures, units of measure, preparation dates and analysis dates.

Complete final method verification and validation report with data. Exhibit 6 and 7 describe the decision course of action MACC will take in response to analysis results. MACC will maintain the results of all testing for no less than 1 year. The records will be available to the commission upon request and be stored at a minimum of 2 years after the closure of the business.

### Quality Control Testing

From time to time, MACC may provide quality control testing samples to employees. Samples will not be tested on the premises, may not be sold to consumers or other establishments, and will be tested in accordance with 935 CMR 500.160. In any one month period, no more than 4 grams per strain of flower and no more than 7 strains will be provided to employees for quality control testing.

Samples will be assigned a unique, sequential alphanumeric identifier and designated as a “quality control sample” when entered into the seed-to-sale system.

Samples will be affixed with a label that includes:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE"
2. The name and registration number of MA Craft Cultivation LLC
3. The quantity, net weight, and type of marijuana flower contained within the package;
4. A unique sequential, alphanumeric identifier assigned to the cultivation batch associated with the quality control sample that is traceable in Metrc and Leaf Logix.

When providing samples to employees, MACC will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the quality control sample;
2. The date and time the quality control sample was provided to the employee;
3. The agent registration number of the employee receiving the quality control sample; and
4. The name of the employee as it appears on their agent registration card.

### Vendor Samples

In some cases, samples may be provided to product manufacturers or retailers in accordance with 935 CMR 500.110(13).

Vendor samples may not be consumed on the premises of any licensed marijuana establishment, may not be sold to consumers, must be tested in compliance with 935 CMR 500.160 and transported in accordance with 935 CMR 500.105(13).

Samples will be assigned a unique, sequential alphanumeric identifier and designated as a “vendor sample” when entered into the seed-to-sale system. All samples will be affixed with a statement that reads: "VENDOR SAMPLE NOT FOR RESALE" and includes the name and registration number of MACC’s facility and the quantity, net weight, and type of flower contained in the package. The label must also include the unique identifying number reflected in the seed-to-sale system.

## **Record Keeping Procedures**

Property Address: 108 W. Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

All of the records from MA Craft Cultivation LLC (MACC) are available for inspection by the Cannabis Control Commission (CCC) upon request.

MACC will maintain adequate accurate and up to date records of all operating procedures, inventory audits, seed to sale records and products in inventory for a minimum of 2 years. All records must be available on site and are subject to inspection by the commission at any time in accordance with 935 CMR 500.105(9) and 935 CMR 500.105(9)(9).

Employee records will be regularly maintained to satisfy the requirements outlined in 935 CMR 500.105(9)(d). Corporate documents, provisional and final certificates, accounting information and other required documentation, as expressed in 935 CMR 500.105(9)(e) will be securely maintained and available upon request from the CCC.

MA Craft Cultivation, LLC's internal records are maintained in accordance with Generally Accepted Accounting Principles. Written records that are maintained and available for inspection by the Commission include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

1. Written operating procedures as required by 935 CMR 500.105(1) including a current hard copy set of detailed written standard operating procedures and policy letters covering:
  - a. Security measures in compliance with 935 CMR500.110 including employee security policies
  - b. Personal safety and crime prevention techniques
  - c. Description of MACC hours of operation and after-hours contact information which shall be provided to the Commission and made available to law enforcement authorities on request and updated pursuant to 935 CMR 500.101
  - d. Storage and waste disposal of cannabis in compliance with 935 CMR500.105(11)
  - e. Description of the various strains of cannabis to be cultivated, processed or sold as applicable and the form(s) in which cannabis will be sold
  - f. A pricelist for cannabis and cannabis products and any other available products for wholesale to retailers and manufacturers
  - g. Procedures to ensure accurate recordkeeping including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9)
  - h. Plans for quality control including product testing for contaminants in compliance with 935 CMR500.160
  - i. A staffing plan and staffing records in compliance with 935 CMR500.105(9)(d)
  - j. Emergency procedures including a disaster plan with procedures to be followed in case of fire or other emergencies,
  - k. Alcohol, smoke, and drug-free workplace policies

- l. A plan describing how confidential information and other records required to be maintained confidentially will be maintained,
  - m. A policy for the immediate dismissal of any MA Craft Cultivation Agent who has:
    - 1. Diverted cannabis, which shall be reported to law enforcement authorities and to the Commission
    - 2. Engaged in unsafe practices
    - 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 any other jurisdiction.
  - n. A list of all board of directors, members and Executives of MA Craft Cultivation and members
  - o. Policies and procedures for the handling of cash on MA Craft Cultivation premises including but not limited to storage, collection frequency, and transport to financial institution(s), to be available on inspection
  - p. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old
  - q. Policies and procedures for energy efficiency and conservation that shall include:
    - 1. Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities
    - 2. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued
    - 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage)
    - 4. Engagement with energy efficiency programs offered pursuant to M.G.L.c.25,§21, or through municipal lighting plants
  - r. Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum a hazard communication plan personal protective equipment assessment, a fire protection plan, and an emergency action plan.
2. Inventory records as required by 935 CMR 500.105(8):
- a. MA Craft Cultivation will implement strict inventory monitoring using both written and digital tracking procedures for the conduct of inventory reviews, and comprehensive inventories of Marijuana Products in the process of cultivation, and finished, stored marijuana;
  - b. MA Craft Cultivation will conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;



- c. MA Craft Cultivation will conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory
  - d. MA Craft Cultivation will promptly transcribe inventories if taken by use of an oral recording device
  - e. The written and digital record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory
  - f. MA Craft Cultivation shall attach Metrc plant tags to all marijuana, clones, and plants and attach Metrc package tags to all finished marijuana and marijuana products, and track all marijuana seeds, clones, plants, and marijuana products, using Metrc seed-to-sale methodology in a form and manner approved by the Commission.
- 3. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
  - a. Real-time inventory will be maintained by MA Craft Cultivation in Metrc as specified by the Commission and in 935CMR500.105(8)(c) and (d) including inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- 4. The following personnel records;
  - a. Job descriptions for each employee and other positions, as well as organizational charts consistent with the job descriptions
  - b. A personnel record for each marijuana establishment agent. MA Craft Cultivation, LLC records will be maintained for at least 12 months after termination of the individual's affiliation with MA Craft Cultivation, LLC and will include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
    - ii. Documentation of verification of references
    - iii. The job description, employment contract, or volunteer position description, that includes duties, authority, responsibilities, qualifications, and supervision;
    - iv. 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;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight-hour related duty training.
  - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

- d. Personnel policies and procedures; and
  - e. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI)
  - f. Personnel records will be kept in a secure location to maintain confidentiality, and be accessible only to the CEO or designees, all of whom shall be members of the executive management team.
5. Business records: MA Craft Cultivation, LLC maintains its financial records within QuickBooks, including all retail and wholesale revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on MA Craft Cultivation, LLC's profit and loss or balance sheet. These records cover:
- a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, including journals, ledgers, and supporting documents;
  - d. Sales records including the quantity, form, and cost of marijuana products; and
  - e. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, if any.
6. Waste disposal records as required under 935 CMR 500.105(12); and in the event of closure, MA Craft Cultivation, LLC will maintain all records for at least two years in a form and location acceptable to the Commission.
- a. For a minimum of three years, hardcopy waste records will be consolidated in a lockable filing cabinet behind the enhanced electronic security measures of the intrusion detection system and under constant video surveillance in the security room from which access is limited to key executive personnel via RFID Card and Pass Code. Digital electronic records will also be stored in the METRC tracking system under waste disposal. The period will automatically be extended for the duration of an enforcement action or if ordered by the Cannabis Control Commission.

MA Craft Cultivation will ensure all marijuana or marijuana Products are immediately entered into the Seed-to-sale system (Metrc). After such, MA Craft Cultivation may transfer product to a Marijuana Treatment Center (MTC) or retail establishment, or receive product from an MTC as long as there is no violation of the dosing limitations set forth in 935CMR500.150(4) or the limitations on total MTC inventory assets forth in 935 CMR 501.105(8)(k)2 and 3.

MA Craft Cultivation will ensure that transfers never violate provisions protecting patient supply under 935 CMR 502.140(9). If accepting inventory from an MTC, MA Craft Cultivation will verify that Transfer of inventory of seeds, plants, and Usable Marijuana is limited to reflect the projected needs of Registered Qualifying Patients.

A digital copy of all Standard Operating Procedures will be available on MA Craft Cultivation Office 365 SharePoint knowledge center.

## **Plan for Maintaining Financial Records**

Property Address: 108 West Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

MA Craft Cultivation LLC (MACC) uses QuickBooks to maintain financial records. MACC's operating policies and procedures ensure financial records are accurate and maintained in compliance with state regulations. Financial records maintenance measures include policies and procedures requiring that:

1. Including all retail and wholesale revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on MACC's profit and loss or balance sheet. All records will be kept in accordance with Generally Accepted Accounting Principles (GAAP). These records cover:
  - a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, including journals, ledgers, and supporting documents;
  - d. Sales records including the quantity, form, and cost of marijuana products; and
  - e. Salary and wages paid to each employee, stipends paid, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment,
2. MA Craft Cultivation LLC will comply with all sales recording requirements, including:
  - a. Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (the "DOR"), and a sales recording module approved by DOR.
  - b. Seed-to-sale software will be used at the cultivation site to allow appropriate MACC staff members to reference detailed records regarding current and past production of marijuana or MIPs in all phases of production.
  - c. Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed.
  - d. All digital records are redundantly backed up to cloud-based encrypted secure servers, thereby ensuring the integrity of MACC sales records in the event of a technological failure. Where necessary, paper documentation will be stored in secure, fireproof cabinets located available only to authorized MACC personnel.
  - e. MACC maintains strict policies and stringent security measures to prevent and avoid any the infiltration of malicious software or other methods that could be used to manipulate or alter sales data, including a monthly analysis of MACC tech equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. In the event of a negative determination revealing that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data MACC will:
    - i. Immediately disclose the information to the Commission,

- ii. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data,
    - iii. take such other action directed by the Commission to comply with 935CMR 500.105.
  - f. At the close of business each day, the CEO or other management level staff members will enter the sales data into the CCC's seed to sale software, Metrc. MACC will develop and maintain financial statements monthly and annually, including a balance sheet, income statement and cash flow statement.
3. Confidential financial information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required by law or regulation. However, the Cannabis Control Commission (the "Commission") may access this information as required.
4. All MA Craft Cultivation LLC records will be maintained in a way that allows all records to be audited or examined by the Commission, the Department of Revenue, and other state agencies in order to ensure compliance with Massachusetts tax laws and state regulations.
5. Additional written financial records will be securely maintained, including but not necessarily limited to records of:
- a. Compliance with liability insurance coverage or maintenance of escrow requirements and all bond or escrow requirements.
  - b. Fees, fines or penalties paid under state regulations and other applicable sections of the regulations.

Additional Maintenance of Financial Records Plan:

MA Craft Cultivation LLC shall not utilize software or other methods to manipulate or alter sales data consistent with 935 CMR 500.140(6).

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

MACC shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements consistent with 935 CMR 500.140(6).

MACC shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales consistent with 935 CMR 500.140(6).

Property Address: 108 W Leyden Road, Colrain, MA 0134  
Applicant: MA Craft Cultivation LLC

## **Energy Efficiency Policies**

MA Craft Cultivation LLC (MACC) will demonstrate consideration of the following factors as part of its operating plan:

- Identification of potential energy use reduction opportunities as they are available, and plan implementation of these opportunities when possible.
- Consider renewable energy generation, and where applicable, provide building plans where energy generators could be placed on the site. MACC will provide an explanation of why the identified opportunities were not pursued, where applicable.
- Incorporate strategies to reduce electrical demand.
- Engage in energy efficient programs. Offered to pursuant to M.G.L. c. 25, 21, or through municipal lighting plants.

In addition to the above objectives, MA Craft Cultivation will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2).

MA Craft Cultivation will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under the Acts of 2017, c. 55, 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

Prior to final licensure, MACC shall demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103.

Compliance with any of the requirements of 935 CMR 500.120(11) will be demonstrated through an energy compliance letter or updated energy compliance letter prepared by one or more of the following energy professionals:

1. A Certified Energy Auditor certified by the Association of Energy Engineers;
2. A Certified Energy Manager certified by the Association of Energy Engineers;
3. A Massachusetts Licensed Professional Engineer; or
4. A Massachusetts Licensed Registered Architect

In compliance with 935 CMR 500.120(11), at the MACC cultivation site, buildings shall be subject to the following minimum energy efficiency and equipment standards:

- At MACC cultivation site, the building envelope for all facilities , except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the commission.
- The Lighting Power Densities (LPD) for cultivation space must not exceed an average of 36 watts per gross square foot of active and growing space canopy unless otherwise determined in guidelines issued by the commission.
- All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) will be at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1  $\mu\text{mol/J}$  (micromoles per joule).
- If MACC intends to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, we shall seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. We will provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.
- Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts building code requirements (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).
- Agents at MACC will adhere to strict safety protocols that are designed protect agents in their day to day tasks, including in relation to exposure to lighting. Proper PPE will be provided to agents specific to certain tasks and it is company policy that they be used without exception. Documentation of any injury or deviation from safety protocol is mandatory as required by 935 CMR 500.120 (11)(d).
- MACC will also follow and incorporate any further standards for energy efficiencies that the Commission requests. This also includes the any examples where the Commission further defines these standards, or creates reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.



October 18, 2021

MA Craft Cultivation LLC  
108 West Leyden Road  
Colrain, MA 01340

### **Building Code Narrative: General Campus Existing Conditions and Anticipated Work**

This 31+/- acre property at 108 West Leyden Road, Colrain, includes a residence, utility farm structures and greenhouses. The Owners intend to continue farming the land producing cannabis crops in addition to traditional farm crops. Proposed work is limited to minor repairs and alterations to existing structures and future construction of an enclosed and secure cannabis planting area with 4 new hoop style greenhouses. No new construction is anticipated other than 4 greenhouses.

The existing structures include the residence, a wood frame structure falling under the One and two Family Residential Code (IRC 2015); Two pole and wood frame utility sheds and two hoop style greenhouses falling under the 2015 IBC: there is also an enclosed and secure planting area. No change of use is expected, with all buildings continuing to be used for agricultural uses.

### **Applicable Building Codes:**

- 2015 IEBC International Existing Building Code with MA Amendments 780 CMR Ninth Addition.
- 2015 IBC International Building Code with MA Amendments 780 CMR Ninth Addition.
- 2015 IRC International Residential Building Code with MA Amendments 780 CMR Ninth Addition.
- 2018 IECC Energy Conservation Code
- 521 CMR Massachusetts Architectural Access Board, January 27, 2006 (MAAB)

### **Core Building Data: Actual (Code Requirement)**

#### Existing

- Use group and Occupancy: Residential, and primarily Utility, agricultural, with some Storage and B (farm office).
- Table C102 Allowable Building Height: Type VB: U, B, S 20' (40)
- Table C102 Allowable No. of Stories: Type VB: U 1 & 2 st. (2)
- Table C102 Allowable Floor Area: Type VB: U 2,358 (12,000)
- Construction Type Table 601 Type VB
  - Exterior wall fire rating 0hr (2hr)
  - All other components 0hr (0hr)
- Partition Ratings: No requirements 0hr (0hr)
- Buildings are not sprinklered and are not required to be
- Residence has smoke and CO2 detectors
- Egress
  - Number of Exits 2 (2)
  - Travel Distance 50 max' (300')
  - Egress Illumination No
  - Exit Signs No
- Accessibility: Property is not open to the public



Anticipated Work

- 4 new hoop style greenhouses, utility agricultural use group, 1,800 sf each.
- Minor repairs and alterations to existing structures.

**Summary Of Potential Code Related Work**

While no new construction is proposed as part of this review, construction of the greenhouses and secure planting area can be expected to require the following code related work:

- **General Repairs and Alterations:** Existing buildings are not slated for any work other than minor repairs and alterations consistent with on-going farm maintenance and improvements.
- **Security Fencing and Security Alarm System:** Lighting and alarm systems for security at the proposed cannabis planting area are provided.
- **Energy Compliance and HVAC:** If new greenhouses are to be heated, design and installation of equipment will have to meet the requirements of the IECC and MA amendments.
- **Accessibility:** In that the farm is not open to the public and is not a public facility the MA accessibility code 521 CMR does not have jurisdiction.

**2018 IECC Energy Conservation:**

In January 2021, Austin Design provided plans and construction oversight for alterations on the existing barn and packaging area under applicable building codes. We also conducted a comprehensive analysis of the envelope, fenestration, and lighting of the structures on this farm using comcheck. This document serves as an attestation that the structures on this property meet all applicable building and energy conservation codes. Supporting documentation in the form of Architectural Drawings, and comcheck reports accompany this letter.

**Chapter 5 Existing Buildings:**

- C503.1 Existing Buildings, Alterations: *Alterations shall conform to the requirements of the IECC for new construction with the following exceptions for which they need not comply:*
  1. *Surface applied window film.*
  2. *Storm windows applied over existing windows.*
  3. *Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation.*
  4. *Construction where the existing roof, wall or floor cavity is not exposed.*
- C503.2 Existing Buildings, Alterations: *Change in space conditioning. Any nonconditioned or low-energy space that is altered to become conditioned space shall be required to be brought into full compliance with this code*
- *Table C402.1.3 Opaque thermal Insulation Component Requirements: Zone 5*
  - *Wood frame Walls: R 13 + R 3.8 ci, or R 20*
  - *Attic: R 38*
- *Table C402.1.4 Opaque thermal Insulation Component Requirements: Zone 5*
  - *Swinging Door: U 0.37*

**521 CMR:**

- In that the farm is not open to the public and is not a public facility the MA accessibility code 521 CMR does not have jurisdiction.

A chapter by chapter review of the 2015 IEBC Existing Building Code Work will be completed as renovations of existing buildings are planned.

Respectfully submitted



Thomas C Chalmers, AIA, NCARB  
Austin Design, Inc.





VIEW FROM ROAD

DRAWING INDEX

COVER

A2.1 EXISTING SITE PLAN

A3.1 EXIST RESIDENCE AND FARMSTAND

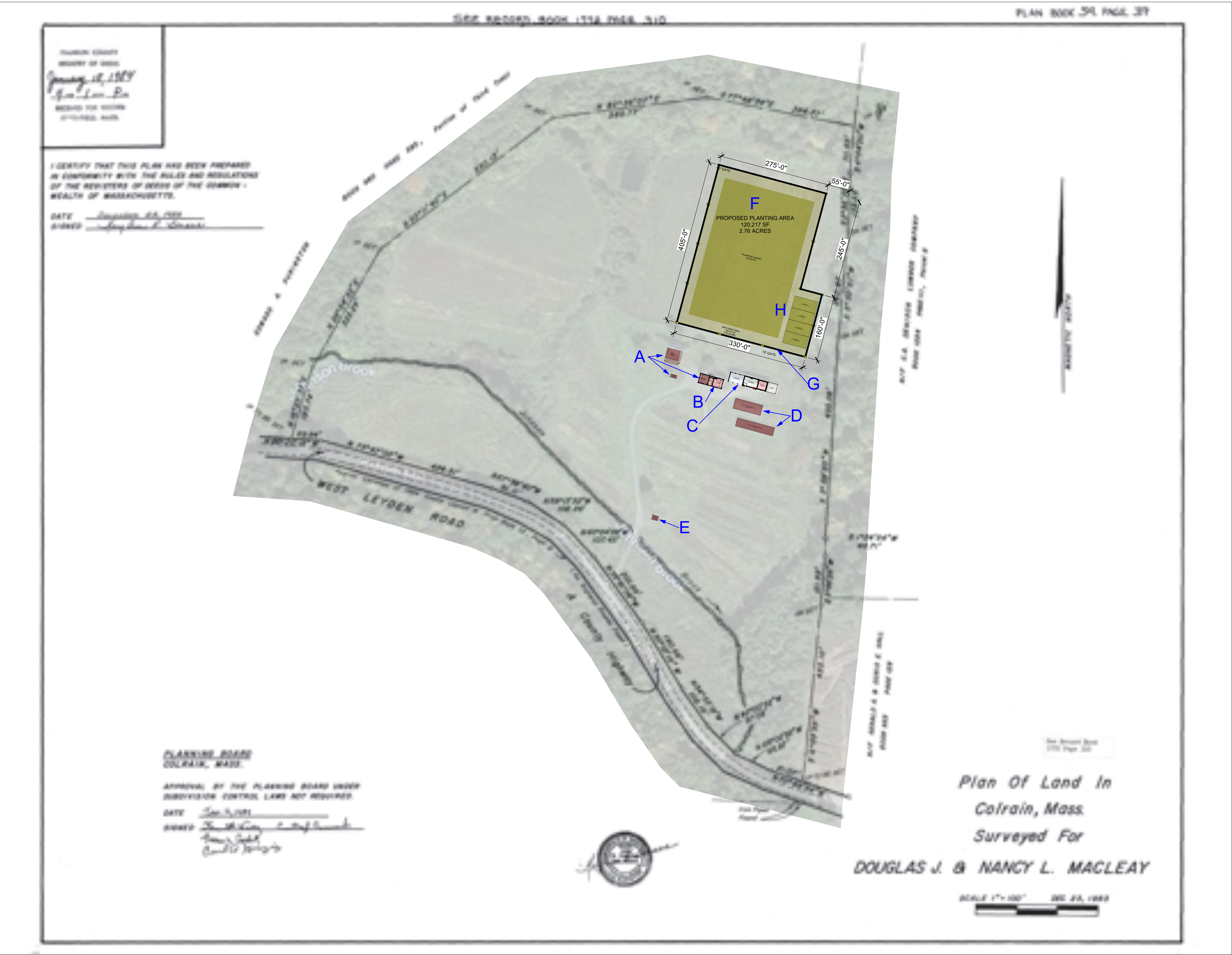
A3.2 EXIST BARN, EXIST GREENHOUSES, FUTURE GREENHOUSES

A3.3 EXIST EQUIPMENT BARN

A3.4 PROPOSED CANNABIS FIELD

18 OCTOBER 2021\_ MA CRAFT CULTIVATION LLC





LEGEND

- A EXISTING PRIVATE RESIDENCE
- B EXISTING ENCLOSED POLE BARN
- C EXISTING POLE BARN
- D EXISTING GREENHOUSES
- E EXISTING PRIVATE VEGETABLE FARM STAND
- F PROPOSED CANNABIS FIELD
- G EXISTING ACCESS GATE
- H PROPOSED GREENHOUSES



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413 624 9669

167 Main St  
Brattleboro VT 05301  
802 451 5966

MA CRAFT CULTIVATION LLC  
108 W LEYDEN RD  
COLRAIN, MA

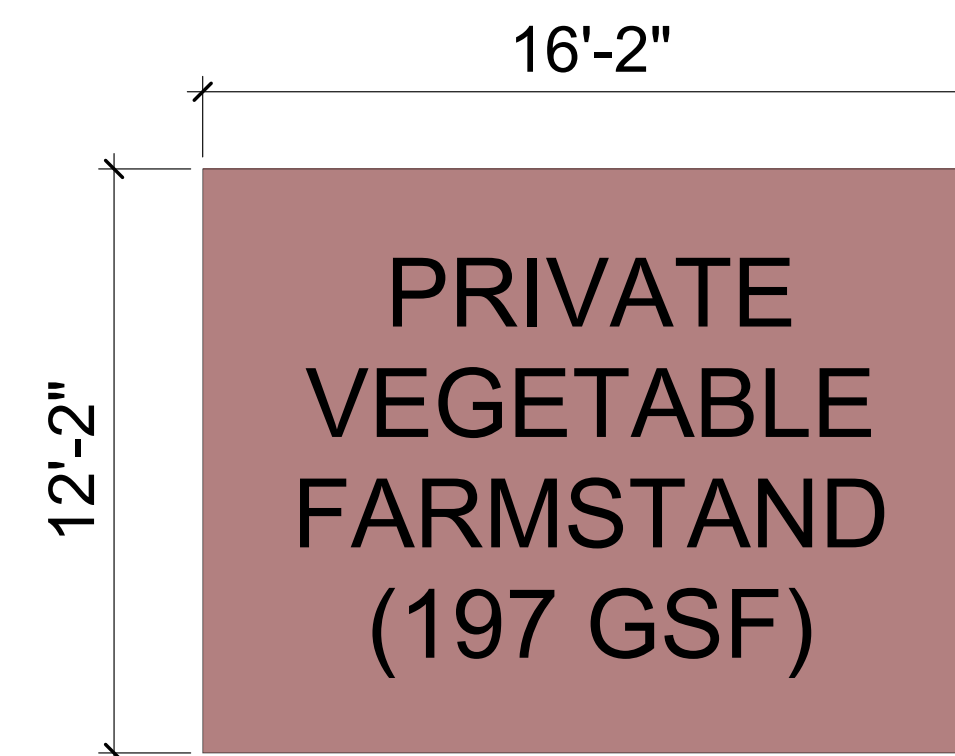
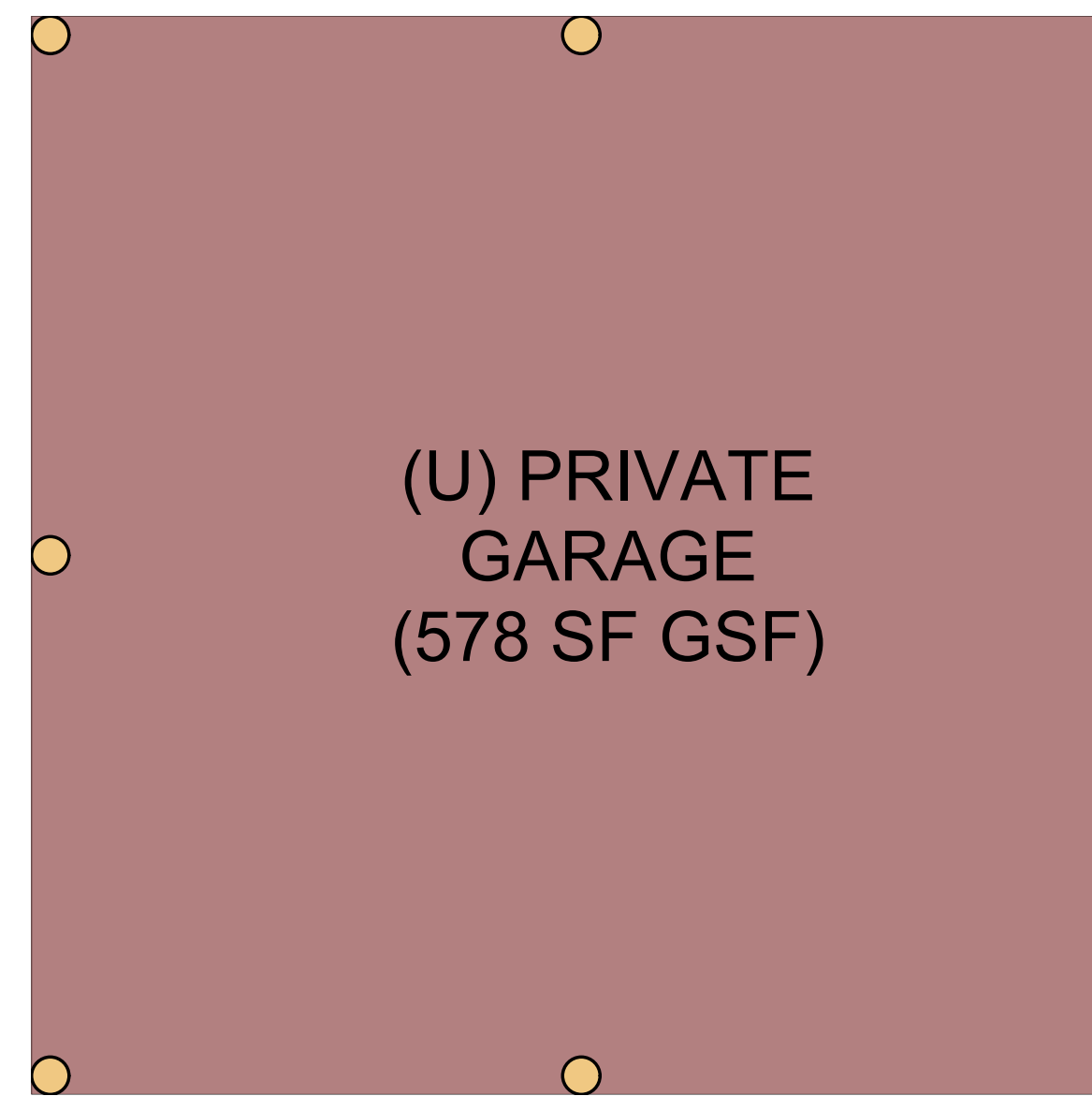
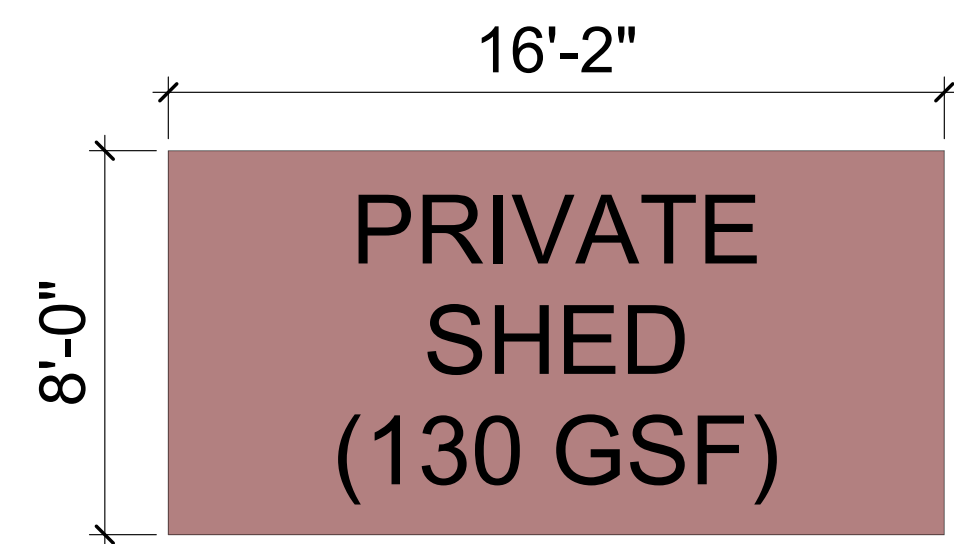
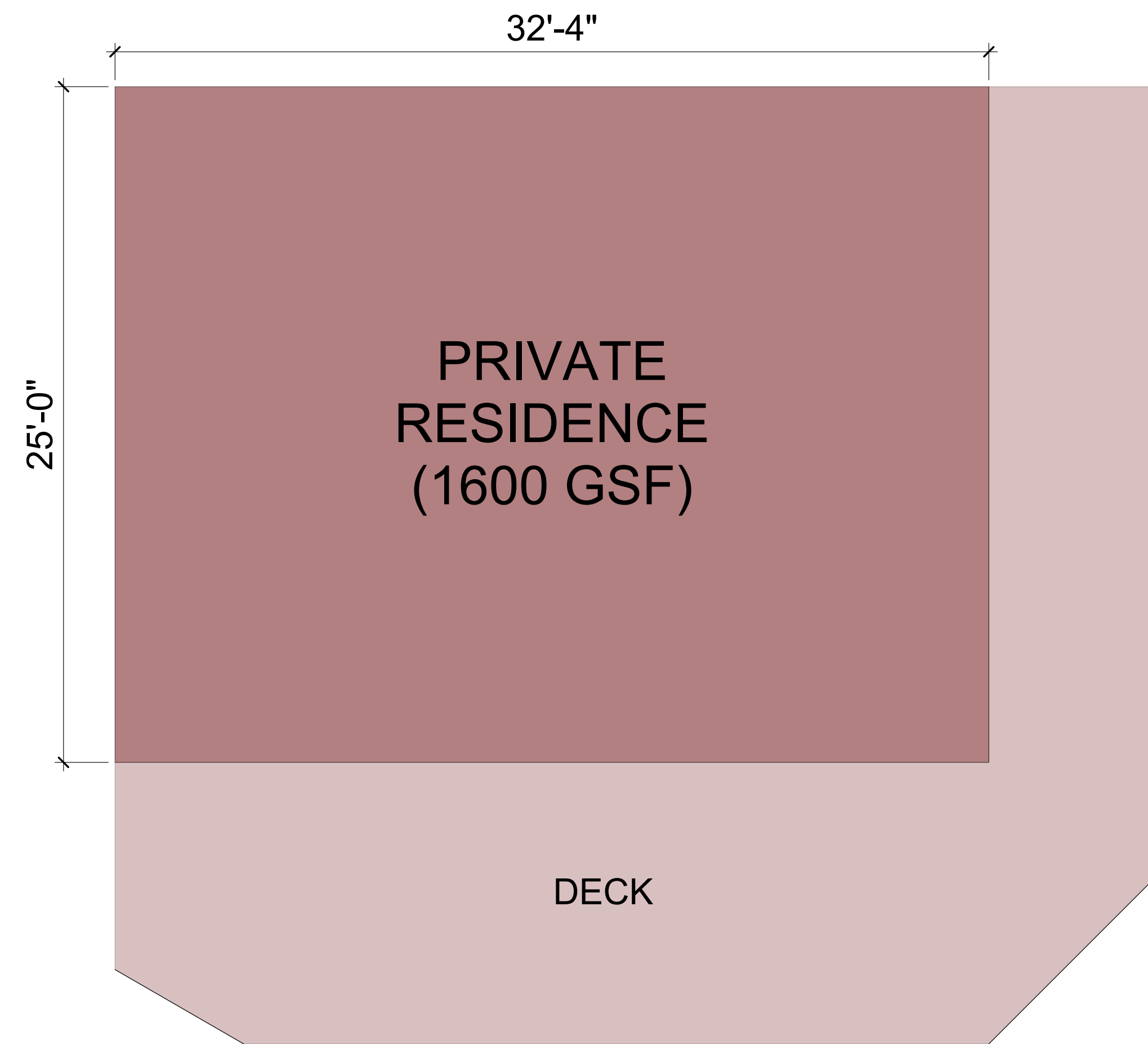
PERMIT SET

18 OCTOBER 2021



A2.1





2 A\_PRIVATE RESIDENCE & GARAGE  
Scale: 1/4" = 1'-0"

1 E\_VEGETABLE FARM STAND  
Scale: 1/4" = 1'-0"



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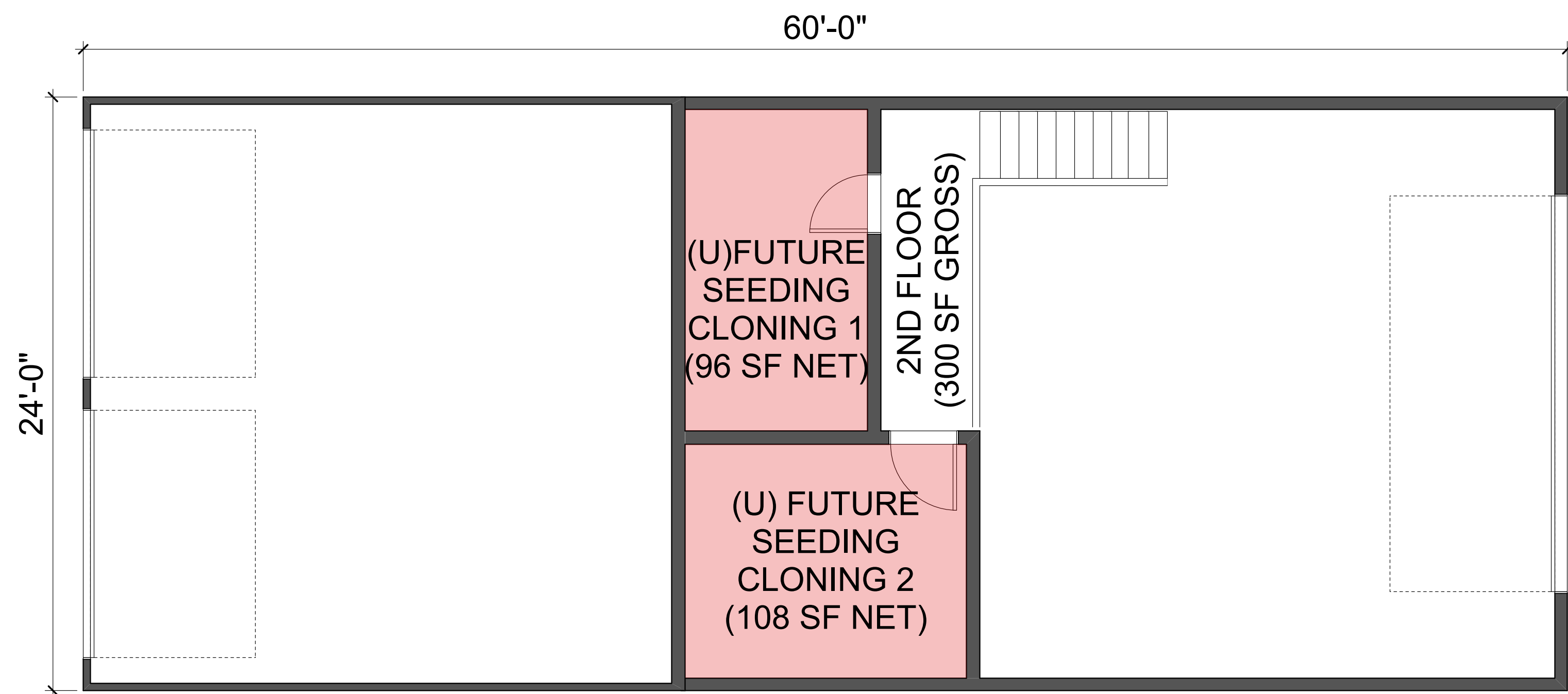
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108 W LEYDEN RD  
COLRAIN, MA

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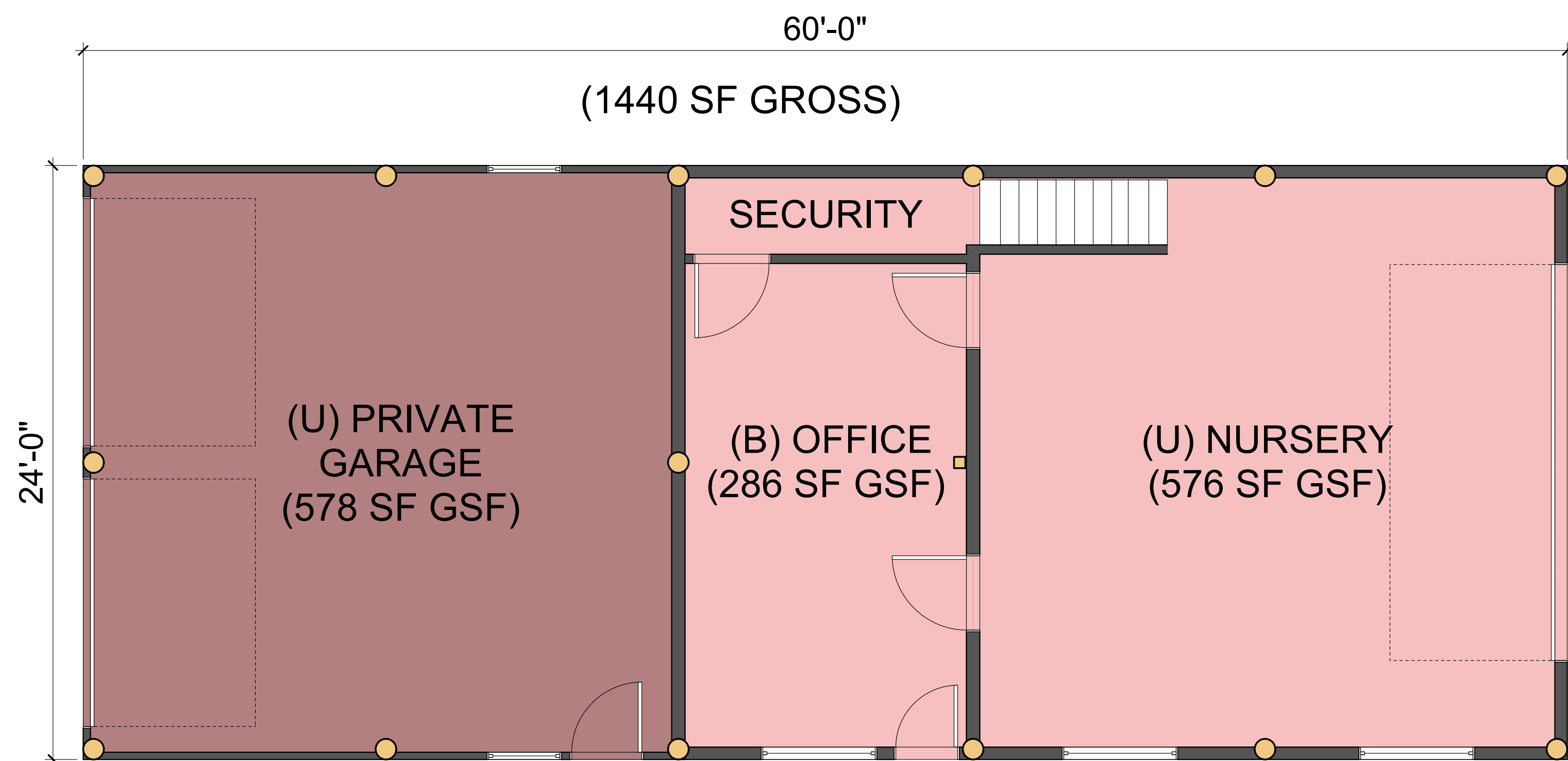
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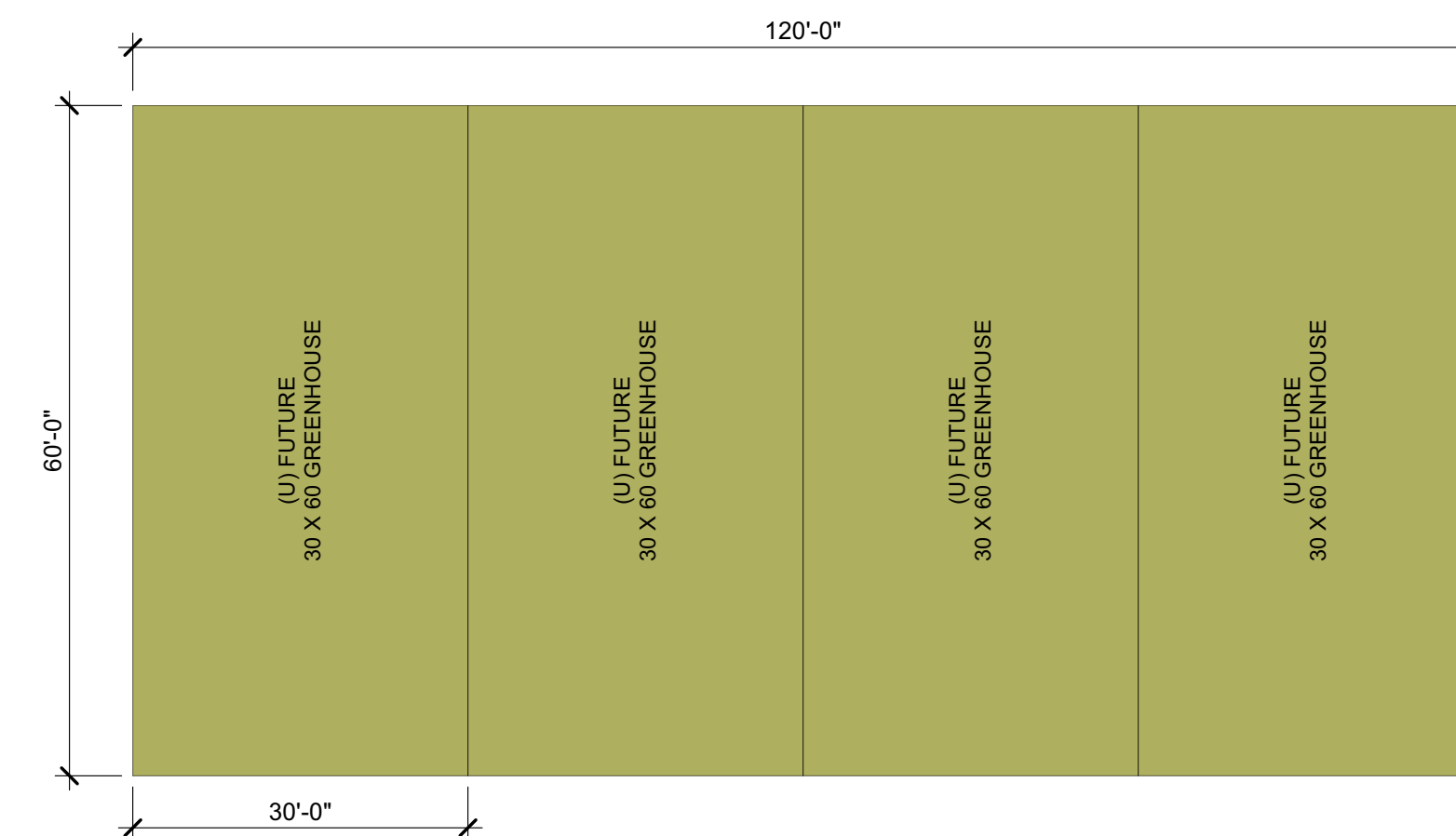
**A3.1**



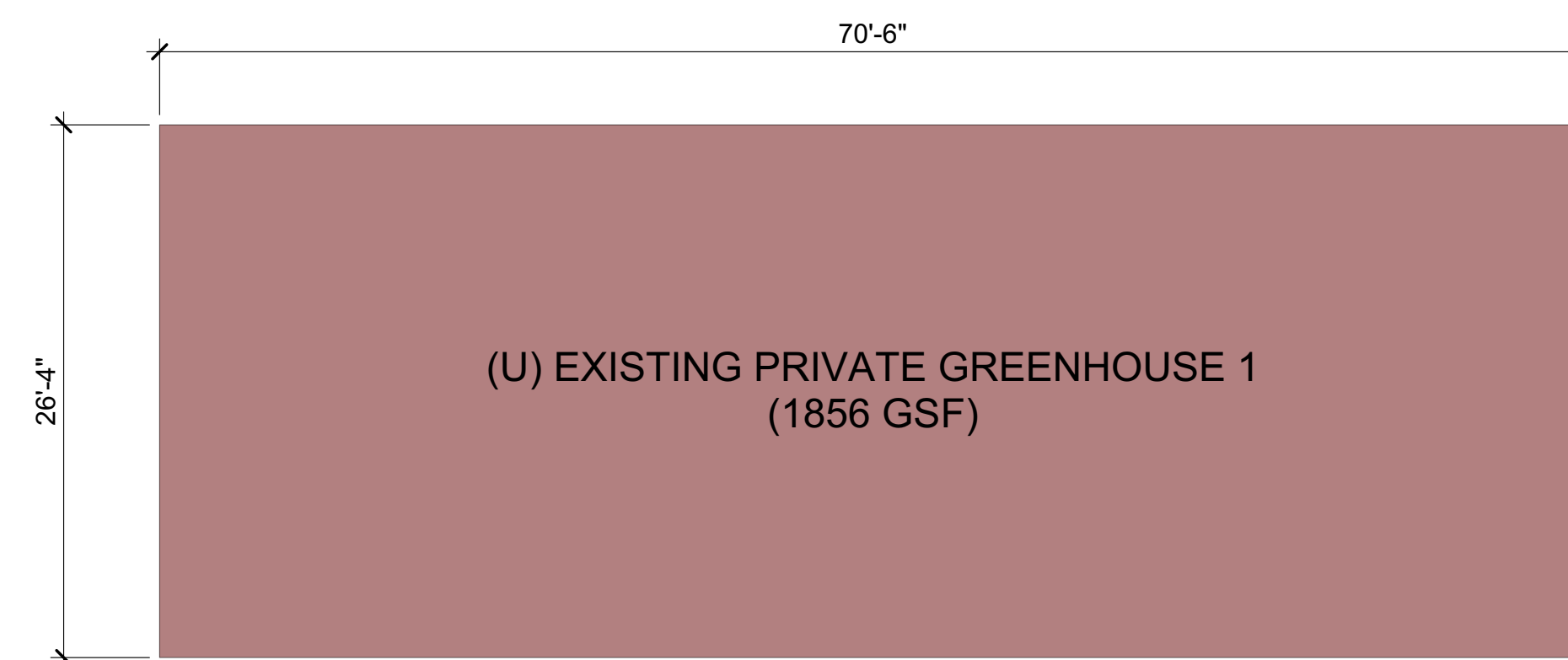
4 B. EXISTING BARN\_2ND FL  
Scale: 1/4" = 1'-0"



3 B. EXISTING BARN\_1ST FL  
Scale: 1/4" = 1'-0"



2 H. FUTURE GREENHOUSES  
Scale: 1/16" = 1'-0"



1 D. EXISTING GREENHOUSES  
Scale: 1/8" = 1'-0"



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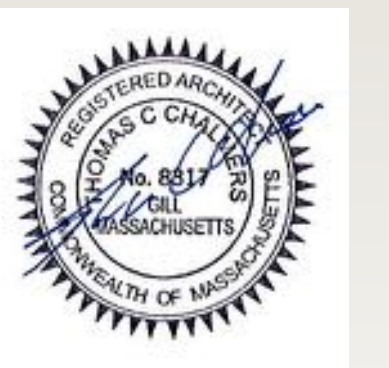
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MA CRAFT CULTIVATION LLC  
108 W LEYDEN RD  
COLRAIN, MA

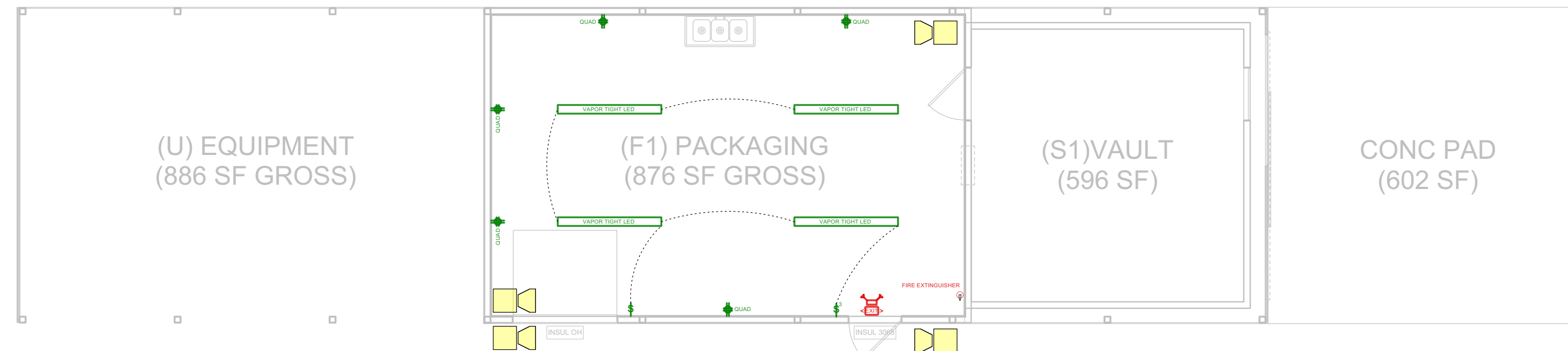
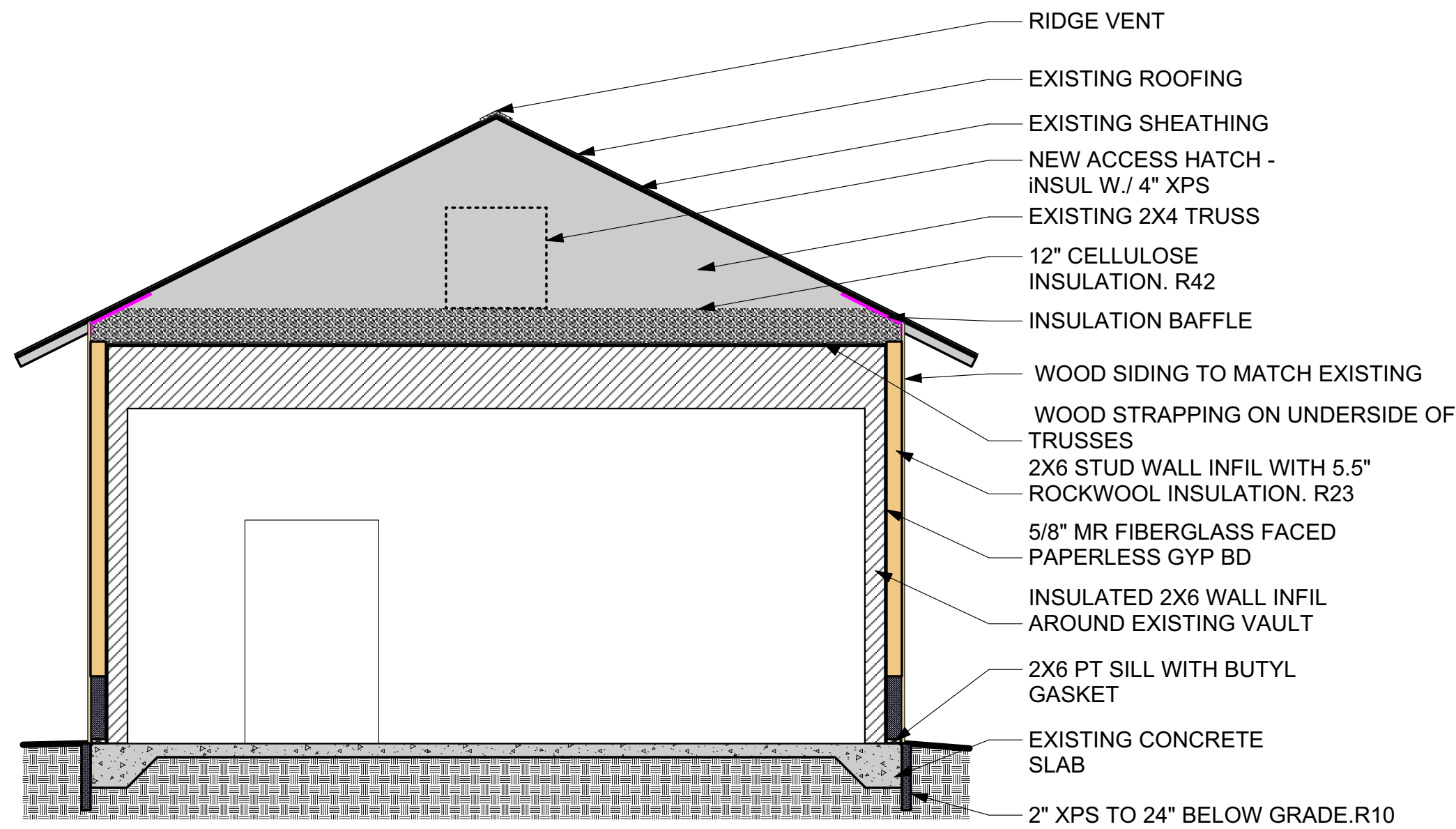
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A3.2

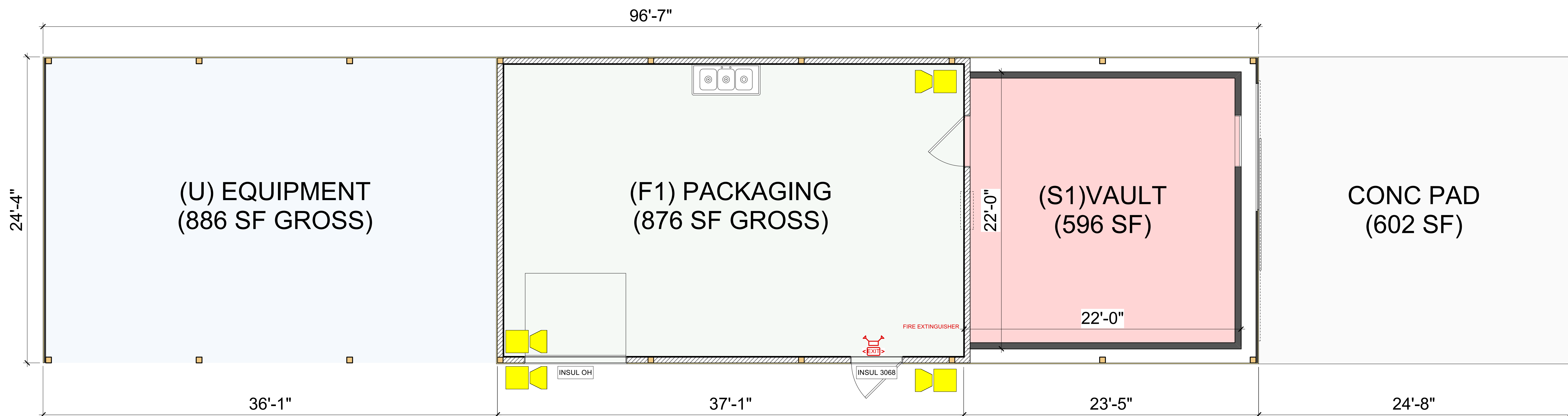
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NOTE: ENERGY CODE COMPLIANCE FOR HVAC BY HVAC CONTRACTOR

2 C\_EXISTING EQUIPMENT BARN - RCP  
Scale: 1/8" = 1'-0"

3 C\_EXISTING EQUIPMENT BARN\_SECTION  
Scale: 1/4" = 1'-0"



1 C\_EXISTING EQUIPMENT BARN  
Scale: 1/4" = 1'-0"



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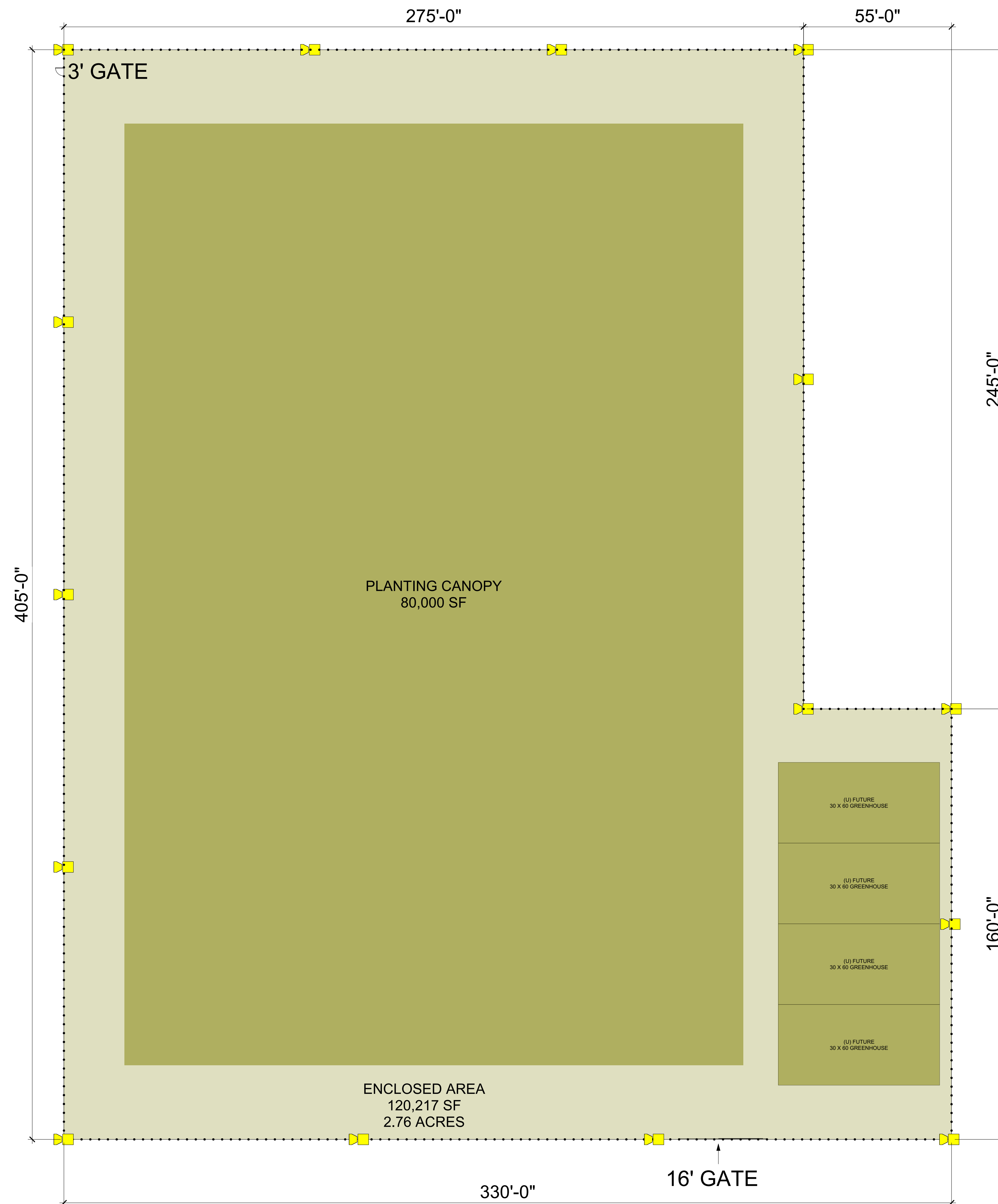
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**A3.3**

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1 F. PROPOSED CANNABIS FIELD  
Scale: 1" = 20'-0"



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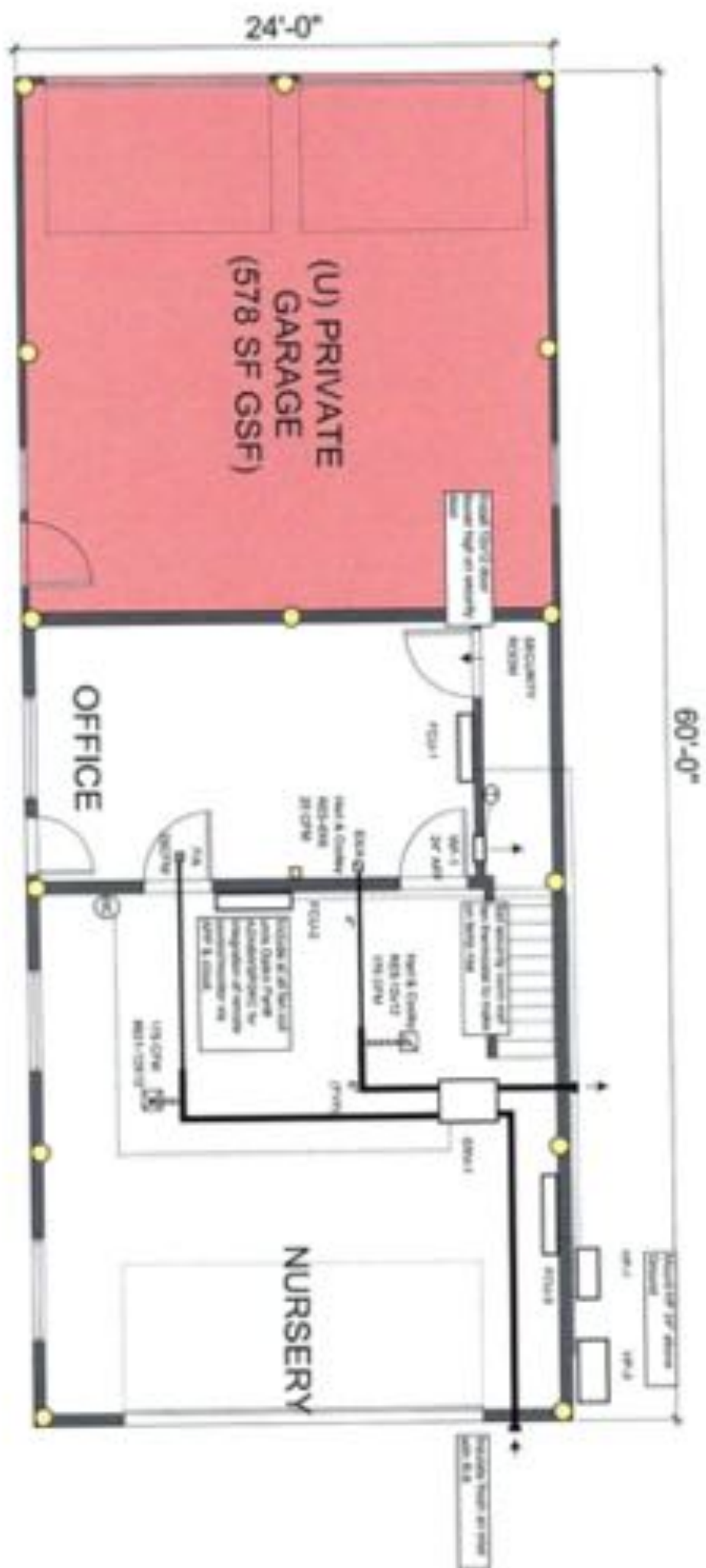
18 OCTOBER 2021



**A3.4**

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(U) PRIVATE  
GARAGE  
(578 SF GSF)

OFFICE

NURSERY





188 Ed Clark Road  
Colrain, MA 01340

*Quality is our cornerstone*

19 December 2020

The system and equipment listed below as designed by Climates by Pomeroy, meets all town and state code requirements for installation @ 108 West Leyden Road Colrain, MA 01340

Samuel J Pomeroy

A handwritten signature in black ink that reads "Samuel J Pomeroy". The signature is fluid and cursive, with the first name "Samuel" being more prominent than the last name "Pomeroy".

NON DUCTED DAIKIN AIR SOURCE HEAT PUMP/ MINI SPLIT INSTALL

HVAC DRAWING ATTACHED FOR LOCATIONS

#### SECURITY OFFICE:

(1) DAIKIN RXL09QMVJU OUT DOOR CONDENSER, AHRI #: 8849533 WITH

(1) DAIKIN FTX09NMVJU INDOOR HIGH WALL UNIT Heatpump Kit 0.75 Ton 9000 BTU 20 SEER. INSTALL ALSO INCLUDES ALL REFRIGERANT PIPE, DRAIN WORK, MOUNTING MATERIALS & INTERCONNECT WIRES FOR COMPLETE INSTALL.

#### NURSERY:

(1) DAIKIN 4MXL36TVJU Outdoor Unit Heat Pump Aurora 4 Port Multizone, AHRI #: 202521824 WITH

(2) DAIKIN FTXS1SLVJU Indoor High Wall Units Single Split Ductless Heatpump 1.25 Ton 15000 BTU. INSTALL ALSO INCLUDES ALL REFRIGERANT PIPE, DRAIN WORK, MOUNTING MATERIALS & INTERCONNECT WIRES FOR COMPLETE INSTALL.

#### PACKAGING:

(1) DAIKIN 4MXL36TVJU Outdoor Unit Heat Pump Aurora 4 Port Multizone, AHRI #: 202521824 WITH

(2) DAIKIN FTXS1BLVJU Indoor High Wall Units Single Split Ductless Heatpump 1.5 Ton

18000 BTU. INSTALL ALSO INCLUDES ALL REFRIGERANT PIPE, DRAIN WORK, MOUNTING MATERIALS & INTERCONNECT WIRES FOR COMPLETE INSTALL.

#### INTERNET CONNECTION:

(5) DAIKIN DKN3PT Adapter Thermostat DAIAZAI6WSPDXC

#### ERV/HRV INSTALL

NURSERY: Supply & install a Soler & Palau TR200 and all necessary ductwork needed to exchange air for proposed space

OFFICE: Supply & install a Panasonic ventilation fan and transfer grilles.

PACKAGING: Supply & install a Soler & Palau TR300 and all necessary ductwork needed to exchange air for proposed space.



# Envelope Compliance Certificate

## Project Information

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Existing Barn\_Office and Nursery  
Location: Colrain, Massachusetts  
Climate Zone: 5a  
Project Type: Alteration

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design

## Building Area

## Floor Area

1-Nursery (Warehouse) : Nonresidential

862

## Envelope Assemblies

Post-Alteration Assembly	R-Value		Proposed		Max. Allowed	
	Cavity	Cont.	U-Factor	SHGC	U-Factor	SHGC
Roof 1: Attic Roof with Wood Joists, [Bldg. Use 1 - Nursery], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
Floor 1: Slab-On-Grade:Unheated, [Bldg. Use 1 - Nursery]	---	10.0	0.100	---	0.540	---
<b><u>NORTH</u></b>						
Exterior Wall 1: Wood-Framed, 16" o.c., [Bldg. Use 1 - Nursery], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
<b><u>EAST</u></b>						
Exterior Wall 1 copy 1: Wood-Framed, 16" o.c., [Bldg. Use 1 - Nursery], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
Door 2: Wood, Non-Swinging, [Bldg. Use 1 - Nursery]	---	---	0.179	---	0.179	---
<b><u>SOUTH</u></b>						
Exterior Wall 1 copy 3: Wood-Framed, 16" o.c., [Bldg. Use 1 - Nursery], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
Door 1: Wood, Swinging, [Bldg. Use 1 - Nursery]	---	---	0.370	---	0.370	---
<b><u>WEST</u></b>						
Exterior Wall 1 copy 2: Wood-Framed, 16" o.c., [Bldg. Use 1 - Nursery], Exemption: Framing cavity not exposed.	---	---	---	---	---	---

(a) Slab-On-Grade proposed and budget U-factors shown in table are F-factors.

## Envelope PASSES

### Envelope Compliance Statement

*Compliance Statement:* The proposed envelope alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed envelope systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Thomas C Chalmers, Architect, Austin Design, Inc.



10/18/2021

Name - Title

Signature

Date



# Interior Lighting Compliance Certificate

## Project Information

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Existing Barn\_Office and Nursery  
Project Type: Alteration

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design

## Allowed Interior Lighting Power

A Area Category	B Floor Area (ft <sup>2</sup> )	C Allowed Watts / ft <sup>2</sup>	D Allowed Watts (B X C)
1-Nursery (Warehouse)			
Total Allowed Watts =			N/A

## Area Category Exemption Qualifications

Activity Area	# Fixtures		Total # Watts	
	Pre-Alt.	Repl./Added	Pre-Alt.	Post-Alt.
Nursery ( Warehouse 862 sq.ft.)			6192.000	6192.000
Exemption: Replacement of bulbs and ballasts only.				

## Proposed Interior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Nursery ( Warehouse 862 sq.ft.): Exempt				
LED 1: LED Linear 33W:	2	3	64	192
LED 2: LED Other Fixture Unit 50W:	1	120	50	6000
Total Proposed Watts =				N/A

## Interior Lighting PASSES

### Interior Lighting Compliance Statement

*Compliance Statement:* The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Thomas C Chalmers, Architect, Austin Design, Inc.

Name - Title

Signature

10/18/2021

Date



# Exterior Lighting Compliance Certificate

## Project Information

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Existing Barn\_Office and Nursery  
Project Type: Alteration  
Exterior Lighting Zone: 1 (Developed rural area)

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design

## Allowed Exterior Lighting Power

A Area/Surface Category	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B X C)
facade of packaging area (Illuminated area of facade wall or surface)	400 ft2	0	No	0
Total Tradable Watts (a) =				0
Total Allowed Watts =				0
Total Allowed Supplemental Watts (b) =				350

(a) Wattage tradeoffs are only allowed between tradable areas/surfaces.

(b) A supplemental allowance equal to 350 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.

## Proposed Exterior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
facade of packaging area ( Illuminated area of facade wall or surface 400 ft2): Non-tradable Wattage				
LED 1: LED PAR 13W:	2	1	26	26
Total Tradable Proposed Watts =				0

## Exterior Lighting PASSES

### Exterior Lighting Compliance Statement

*Compliance Statement:* The proposed exterior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Thomas C Chalmers, Architect, Austin Design, Inc.

10/18/2021

Name - Title

Signature

Date





# Mechanical Compliance Certificate

## Project Information

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Existing Barn\_Office and Nursery  
Location: Colrain, Massachusetts  
Climate Zone: 5a  
Project Type: Alteration

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design


## Mechanical Systems List

### Quantity System Type & Description

- 1 HVAC System 2 (Single Zone):  
Split System Heat Pump  
Heating Mode: Capacity = 16 kBtu/h,  
Proposed Efficiency = 12.50 HSPF, Required Efficiency = 8.20 HSPF  
Cooling Mode: Capacity = 11 kBtu/h,  
Proposed Efficiency = 18.00 SEER, Required Efficiency: 14.00 SEER  
Fan System: S&P TR200 (erv-1) | Nursery -- Compliance (Motor nameplate HP method) : Fails: Fan system has no supply fan  
  
Fans:  
FAN 1 Terminal Unit, Single-Zone VAV, 170 CFM, 0.1 motor nameplate hp, 0.0 fan efficiency grade

## Mechanical Compliance Statement

*Compliance Statement:* The proposed mechanical alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Thomas C Chalmers, Architect, Austin Design, Inc.		10/18/2021
Name - Title	Signature	Date



# Envelope Compliance Certificate

## Project Information

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Equipment Barn\_Packaging area  
Location: Colrain, Massachusetts  
Climate Zone: 5a  
Project Type: Alteration

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators.com

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design

## Building Area

## Floor Area

1-packaging (Manufacturing Facility) : Nonresidential	856
---	-----

## Envelope Assemblies

Post-Alteration Assembly	R-Value		Proposed		Max. Allowed	
	Cavity	Cont.	U-Factor	SHGC	U-Factor	SHGC
Roof 1: Attic Roof with Wood Joists, [Bldg. Use 1 - packaging], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
Floor 1: Slab-On-Grade:Unheated, [Bldg. Use 1 - packaging]	---	0.0	1.000	---	0.540	---
<b>NORTH</b>						
Exterior Wall 1: Wood-Framed, 16" o.c., [Bldg. Use 1 - packaging], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
<b>EAST</b>						
Exterior Wall 1 copy 1: Wood-Framed, 16" o.c., [Bldg. Use 1 - packaging], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
<b>SOUTH</b>						
Exterior Wall 1 copy 3: Wood-Framed, 16" o.c., [Bldg. Use 1 - packaging], Exemption: Framing cavity not exposed.	---	---	---	---	---	---
Door 1: Insulated Metal, Non-Swinging, [Bldg. Use 1 - packaging]	---	---	0.179	---	0.179	---
Door 2: Insulated Metal, Swinging, [Bldg. Use 1 - packaging]	---	---	0.370	---	0.370	---
<b>WEST</b>						
Exterior Wall 1 copy 2: Wood-Framed, 16" o.c., [Bldg. Use 1 - packaging], Exemption: Framing cavity not exposed.	---	---	---	---	---	---

(a) Slab-On-Grade proposed and budget U-factors shown in table are F-factors.

## Envelope PASSES

### Envelope Compliance Statement

*Compliance Statement:* The proposed envelope alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed envelope systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Thomas C Chalmers, Architect, Austin Design, Inc.



10/18/2021

Name - Title

Signature

Date



# Interior Lighting Compliance Certificate

**Project Information**

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Equipment Barn\_Packaging area  
Project Type: Alteration

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators.com

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design

**Allowed Interior Lighting Power**

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B X C)
1-packaging (Manufacturing Facility)	856	0.90	770
Total Allowed Watts =			770

**Proposed Interior Lighting Power**

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
packaging ( Manufacturing Facility 856 sq.ft.) LED 1: LED Linear 33W:	4	4	128	512
Total Proposed Watts =				512

**Interior Lighting PASSES****Interior Lighting Compliance Statement**

*Compliance Statement:* The proposed interior lighting alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Thomas C Chalmers, Architect, Austin Design, Inc.		10/18/2021
Name - Title	Signature	Date



# Exterior Lighting Compliance Certificate

## Project Information

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Equipment Barn\_Packaging area  
Project Type: Alteration  
Exterior Lighting Zone: 1 (Developed rural area)

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators.com

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design

## Allowed Exterior Lighting Power

A Area/Surface Category	B Quantity	C Allowed Watts / Unit	D Tradable Wattage	E Allowed Watts (B X C)
facade of packaging area (Illuminated area of facade wall or surface)	370 ft2	0	No	0
Total Tradable Watts (a) =				0
Total Allowed Watts =				0
Total Allowed Supplemental Watts (b) =				350

(a) Wattage tradeoffs are only allowed between tradable areas/surfaces.

(b) A supplemental allowance equal to 350 watts may be applied toward compliance of both non-tradable and tradable areas/surfaces.


## Proposed Exterior Lighting Power

A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
facade of packaging area ( Illuminated area of facade wall or surface 370 ft2): Non-tradable Wattage				
LED 1: LED PAR 13W:	2	1	26	26
Total Tradable Proposed Watts =				0

## Exterior Lighting PASSES

### Exterior Lighting Compliance Statement

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Thomas C Chalmers, Architect, Austin Design, Inc.  10/18/2021  
Name - Title Signature Date



# Mechanical Compliance Certificate

## Project Information

Energy Code: 2018 IECC  
Project Title: MA Craft Cultivation LLC\_Equipment Barn\_Packaging area  
Location: Colrain, Massachusetts  
Climate Zone: 5a  
Project Type: Alteration

Construction Site:  
108 W Leyden Road  
Colrain, MA 03401

Owner/Agent:  
Matthew Allen  
MA Craft Cultivation LLC  
12 Robeson Street  
Jamaica Plain, MA 02130  
508-410-1547  
matt@necraftcultivators.com

Designer/Contractor:  
Tom Chalmers  
Austin Design  
167 Main Street  
Brattleboro, VT 05301  
802-451-5966  
tom@austin.design

## Mechanical Systems List

### Quantity System Type & Description

- 1 HVAC System 2 (Multiple-Zone):  
Split System Heat Pump  
Heating Mode: Capacity = 37 kBtu/h,  
Proposed Efficiency = 11.20 HSPF, Required Efficiency = 8.20 HSPF  
Cooling Mode: Capacity = 35 kBtu/h,  
Proposed Efficiency = 21.70 SEER, Required Efficiency: 14.00 SEER  
Fan System: S&P TR300 (erv-2) I packaging -- Compliance (Motor nameplate HP method) : Fails: Fan system has no supply fan  
  
Fans:  
FAN 1 Terminal Unit, Single-Zone VAV, 170 CFM, 0.2 motor nameplate hp, 0.0 fan efficiency grade

## Mechanical Compliance Statement

*Compliance Statement:* The proposed mechanical alteration project represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2018 IECC requirements in COMcheck Version 4.1.5.1 and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Thomas C Chalmers, Architect, Austin Design, Inc.

10/18/2021

Name - Title

Signature

Date

## Diversity Plan

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

Additions in response to the Request for Information are written in blue.

### I. Overview

MA Craft Cultivation LLC (MACC) is an equal opportunity employer dedicated to promoting equity in its operations for diverse populations, which the Cannabis Control Commission has defined to include the following demographic distinctions: (1) Minorities, (2) Women, (3) Veterans, (4) People with disabilities, (5) LGBTQ+ people.

As an LGBTQ-owned company, MA Craft Cultivation LLC will have a heightened and acute focus on providing LGBTQ+ people with the tools and opportunities they need to be successful. MA Craft Cultivation LLC will have a senior member of our team who is responsible for implementing and directing the company's diversity plan, integrating the plan into the company fabric, and reporting on the plan's goals, programs and measurements.

### II. Plan Goals

Goal #1: MA Craft Cultivation LLC has the goal of intentionally attracting a diverse applicant pool with a minimum of 25% of applicants who identify as members of the recognized diverse populations for our establishment.

Goal #2: MA Craft Cultivation LLC will provide advancement opportunities for the above populations in order 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. MA Craft Cultivation LLC will ensure that 100% of its employees who identify as minorities, women, veterans, people with disabilities, or LGBTQ+ people will have the opportunity to attend at least one professional development or career advancement event that is fully sponsored and paid for by the establishment.

Goal #3: MA Craft Cultivation LLC has the goal of hiring 60% of its overall employees and its employees who are involved in the operations of the Marijuana Establishment from the above-listed demographics within the first year of operation including:

- 40% women
- 30% minorities
- 10% veterans and people with disabilities
- 10% LGBTQ

*\* Total exceeds 60% because some individual may qualify meet more than one demographic.*



### III. Programs

Program #1: Direct Advertising and Active Recruitment of a diverse applicant pool. To obtain a diverse applicant pool, MA Craft Cultivation LLC's recruiting efforts will include outreach through community-based organizations such as Harmon Personnel, an employment agency in Greenfield owned by Community Action Enterprises that seeks to aid disadvantaged and low income people in achieving economic stability, and the Franklin County Career Center. This work will help us meet our 60% goal of hiring from the above listed demographics.

Job postings will be shared with the above organizations at least twice a year. Postings will specify that:

*MACC is an equal opportunity employer. We celebrate diversity and are committed to creating an inclusive environment for all employees. Minorities, women, veterans, people with disabilities, and people of all sexual and gender identities are encouraged to apply.*

Program #2: Internal Advancement Procedures. MA Craft Cultivation LLC will initiate a process that begins at hiring and helps our company understand how each of our employees is interested in growing within the industry. Staff involved in any manner with hiring process will be properly trained and the process will be carefully monitored to optimize opportunity for candidates who are in the above classifications, in compliance with the guidance of the Commission. Once hired, we will have a feedback system that creates the space for and encourages every employee to stay connected with growth opportunities within the industry. MA Craft Cultivation LLC, will have an amount of money set aside so that we can sponsor at 100% of costs for individual employees at professional development or career advancement events like cannabis conferences that could help the growth of all our employees. These opportunities will be widely shared internally and our employees in all protected classifications will be encouraged to attend.

### IV. Measurements and Accountability

Measurement #1: MA Craft Cultivation LLC will calculate and record, upon issuance of its cultivation license, the number of self-identified members of under-represented populations among management and staff in order to provide a base measure of diversity employment at the outset of company operations.

Measurement #2: MA Craft Cultivation LLC will maintain an up-to-date record of recruitment, hiring, and promotion of people falling into the above-mentioned demographic groups. This number will be reported to the commission and reported publicly as part of MA Craft Cultivation LLC's internal reporting and communications.

Measurement #3: Regularly assessing success will be a key component of the senior leadership team at MA Craft Cultivation LLC. MA Craft Cultivation LLC will regularly gather pertinent information to measure the efficacy of each of the programs under this plan by evaluating the diversity profile of its applicant pool and employees at every level of the organization. As needed, based on the results of each assessment, recruitment and hiring, training and retention

advancement programs will be modified to more effectively achieve the goals of the company and this plan.

Measurement #4: At the end of the first year from [receiving its provisional license](#), and each year thereafter, MA Craft Cultivation LLC will undertake written assessments of its success in attracting and retaining a diverse workforce, consistent with the goals and programs within this plan. This information will be submitted to the Commission 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 MA Craft Cultivation LLC, at each level of the organization, (3) an assessment of the resources that have been invested in MA Craft Cultivation LLC's employees to advance their own personal industry growth goals, (4) a written good faith evaluation of MA Craft Cultivation LLC success at attracting and maintaining diverse applicant pools and workforce, and (5) recommendations for improving the effectiveness of MA Craft Cultivation LLC's diversity efforts. Such assessments will include evaluation of both qualitative and quantitative information, where available.

## V. Acknowledgements

MA Craft Cultivation LLC acknowledges that it will adhere to the following requirements:

1. MA Craft Cultivation LLC has contacted and received permission, or will do so in the future, prior to communicating employment openings to all organizations and other entities.
2. MA Craft Cultivation LLC 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
3. Any actions taken, or programs instituted, by MA Craft Cultivation LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

## Personnel Policies Including Background Checks

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

Additions in response to the Request for Information are written in blue.

### Overview:

All MA Craft Cultivation LLC (MACC) employees with plant-touching responsibilities will be agents certified by the Cannabis Control Commission. All current owners, managers, and employees shall complete the Responsible Vendor Program.

MA Craft Cultivation LLC will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. MACC will keep, at a minimum, the following personnel records.

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent including:
  - a. Training documentation, including signed statement of the individual employee's date, time, and place they received said training and topics discussed including the name and title of presenters.
  - b. Periodic employee evaluations
  - c. Disciplinary incidents and records of disciplinary action
  - d. Confidentiality agreements
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Any specific records related to performance;
5. Responsible Vendor training documentation which will be kept for four years;
6. Personnel policies and procedures; and
7. All background check reports obtained in accordance with state regulations.

Upon termination of employ with any MACC agent, their personnel records will be maintained for a minimum of twelve months after separation. Upon closure of MACC, all records will be maintained for a minimum of two years at the expense of MACC ownership, with the exception of Responsible Vendor training documentation which will be kept for four years. A fully accessible staffing plan will be available to employees and state representatives upon request.

### Standards of Conduct

MA Craft Cultivation LLC is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is our mission to provide a professional workplace free from harassment and discrimination for employees. MACC will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or

characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to MA Craft Cultivation LLC values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment and that will not be tolerated.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of nonemployees directed at MA Craft Cultivation LLC employees or customers also is condemned and will be promptly addressed.

#### Violence in the Workplace:

Any acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on MACC facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and / or the police will be notified accordingly.

#### Employment Status

MACC jobs will be quality paying jobs with a generous benefits package. In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose.

#### Workplace Attire

The required attire for registered Agents at MA Craft Cultivation LLC varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

#### Proposed Hours of Operation

Proposed hours are:

Monday through Sunday 8:30 AM – 5:30 PM.

#### After Hours Contact Information

Chief Executive Officer: Matt Allen, 508-410-1547

#### Overview of Personnel Policies and Procedures

**Standard Employment Practices:** MA Craft Cultivation LLC values the contributions of its management and staff positions. The Company will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of a small business-adult use marijuana program in Massachusetts.

**Advancement:** The organization will be structured in a collaborative manner, with promotional opportunities within each department and a special attention to detail to advance the careers of every employee. Participation in training and regular performance evaluations will be critical for any promotions or pay increases, and access to growth opportunities will be intentional and abundant.

**Policies:** will address, among other things, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, state regulations, holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

**Investigations:** MA Craft Cultivation LLC will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with state regulations.

Possible Outside Counsel: MA Craft Cultivation LLC may retain counsel specializing in employment law to assist the Director of Human Resources with any issues and questions.

### Drug Free Workplace

The alcohol, smoke, and drug-free workplace policies are described in depth under the Drug-Free Workplace sections of the MACC Employee Handbook. These policies are summarized as follows:

### **Drug and Alcohol Free Workplace**

It is the policy of MA Craft Cultivation to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the company. The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. MACC also prohibits reporting to work or performing services while impaired by the use of alcohol or consuming alcohol while on duty or during work hours.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

- Pre-employment: MACC reserves the right to screen all prospective employees who receive a conditional offer of employment
- For Cause: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance
- Random: As authorized or required by federal or state law
- Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

### **Smoke-Free Workplace**

Smoking is not allowed in company buildings, or company owned vehicles at any time. "Smoking" includes the use of any tobacco products, electronic smoking devices, cannabis and e-cigarettes. If there is smoking before or after hours or outside of buildings and vehicles, please do not litter.

### **Job Status**

Job Classifications: Positions at MACC are categorized by rank and by department. The executive management team oversees the overall success of the mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules: Work schedules will be either part-time, full-time, or salaried, depending on the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Service Requirements: There will be a mandatory, recurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as maintenance staff and consultants, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department

manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks: Daily breaks, including lunch breaks, will at minimum comply with the laws of the Commonwealth.

Performance Reviews: All performance reviews will be conducted by executive or department managers. Entry reviews will help identify the goals and aspirations of all of our employees and intermittent reviews will be tailored to the individual employees. Reviews will be conducted, a minimum, at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies: MA Craft Cultivation LLC's leave policies will comport with all state and federal statutes. All fulltime employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two (2) weeks in advance and approved by the employee's department manager. MA Craft Cultivation LLC will determine which holidays will be observed and which departments will not be required to work. MACC will offer paid family, maternity/paternity, leave. Additional leave will not be paid and must be approved by the department manager.

Holidays: MA Craft Cultivation LLC anticipates observing the following holidays: New Year's Day; Martin Luther King Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas Day.

#### Corrective Action Policies:

MACCs Corrective Action Policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below the Corrective Action Policy and procedure have been designed consistent with organizational values, best practices, and employment laws.

MACC reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of corrective intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

The disposition of cases, depending on the severity of the action, can result in either a verbal warning, written warning, suspension and/or final warning. In each of these cases, the corrective action recommended will be written and documented in the employee's personnel file. In certain cases, employees may be immediately terminated when their conduct requires it. Employees may be terminated without prior notice or corrective action, consistent with all federal and state laws.



Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

It is MACC's Policy to immediately dismiss any agent who has diverted cannabis, engaged in any unsafe practices, or been convicted or entered a guilty plea of nolo contendere for a felony charge of distribution of a drug to a minor. Any observed diversion activity will be reported to the Law Enforcement Authorities and to the Cannabis Control Commission.

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from MA Craft Cultivation LLC, his or her supervisor must contact the Director of Human Resources to schedule an exit interview, typically to take place on employee's last workday. The separating employee will contact the Human Resources Department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Any separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards.

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Director of Human Resources, and the applicant must meet all minimum qualifications and requirements of the position. Department managers must obtain approval from the Director of Human Resources prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure may or may not be considered in calculating longevity, leave accruals, or any other benefits at the discretion of MA Craft Cultivation LLC.

### Pay Levels and Compensation

MACC believes that it is in the best interest of both the organization and its employees to fairly compensate its workforce for the value of the work provided. We also believe that good pay, benefits and opportunities for advancement will help retain employees. It is our intention to use a

compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of an employee. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team. MACC will pay special attention to making sure that equal pay for equal work is accomplished across all gender, demographic, ability, and other groups.

Pay Evaluation Criteria: The executive management team will give final approval for the compensation system that will be used by MACC.

1. The compensation system will price positions to market by using local, national, and industry specific survey data;
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location;
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at MACC, factored for general economic variances, and adjusted to reflect the local economic marketplace;
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure;
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program;
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### Background Checks

In addition to completing the Commission's Agent registration process, all Agents hired to work for MACC will undergo a detailed background investigation prior to being granted access to our facility or beginning work duties.

Background checks will be conducted on all Agents in their capacity as employees or consultants for MACC pursuant to state regulations and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

For purposes of determining suitability based on background checks performed in accordance with state regulations, MACC will consider:

1. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction;

2. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability;
3. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in state regulations commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the lookback period will commence upon release from incarceration.

Suitability determinations will be made in accordance with the procedures set forth in state regulations. In addition to the requirements established in state regulations, MACC will:

1. Comply with all guidance provided by the Commission and state regulations to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination;
2. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under state regulations. In the event a Presumptive Negative Suitability Determination is made, MACC will consider the following factors:
  - a. Time since the offense or incident;
  - b. Age of the subject at the time of the offense or incident;
  - c. Nature and specific circumstances of the offense or incident;
  - d. Sentence imposed and length, if any, of incarceration, if criminal;
  - e. Penalty or discipline imposed, including damages awarded, if civil or administrative;
  - f. Relationship of offense or incident to nature of work to be performed;
  - g. Number of offenses or incidents;
  - h. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
  - i. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
  - j. Any other relevant information, including information submitted by the subject.
3. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS;

Upon adverse determination, MACC will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by MACC along with any legal notices required.

All suitability determinations will be documented in compliance with all state regulations and guidance provided by the Commission.

Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.

References provided by the agent will be verified before the time of hire.

As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

As a condition of their continued employment, Agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by MA Craft Cultivation LLC or the Commission.

#### Confidential Information

Confidential hard records will be consolidated in a lockable filing cabinet behind the enhanced electronic security measures of the intrusion detection system and under constant video surveillance in the security room from which access is limited to key executive personnel via RFID Card and Pass Code. This enhanced security area also serves to protect the confidential digital records as the location for the password protected NVR server as well.

## **Qualifications and Training**

Property Address: 108 W Leyden Road, Colrain, MA 01340

Applicant: MA Craft Cultivation LLC

MA Craft Cultivation LLC (MACC) will ensure that all individuals hired to work at its Cultivation Establishment are qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### Qualifications of Employees:

In accordance with the state's cannabis laws and regulations, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

MA Craft Cultivation LLC will also ensure that its employees are suitable for registration consistent with state regulations concerning suitability. In the event that MA Craft Cultivation LLC discovers any of its Agents are not suitable for registration as a marijuana establishment agent, the Agent's employment will be terminated, and MA Craft Cultivation LLC will notify the Cannabis Control Commission within one (1) business day that the Agent is no longer associated with MA Craft Cultivation LLC.

### Initial Training and Continued Education

In accordance with the state's cannabis laws and regulations and prior to performing job functions, each of MA Craft Cultivation LLC's agents will complete training that is tailored to the roles and responsibilities of the Agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually. Trainings shall be completed within 90 days of employment.

After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "responsible vendor." Administrative employees who do not handle or sell marijuana may take the "responsible vendor" program on a voluntary basis. MACC will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

For a minimum of four years hardcopy records of the Responsible Vendor Program's documentation will be consolidated in a lockable filing cabinet behind the enhanced electronic security measures of the intrusion detection system and under constant video surveillance in the security room from which access is limited to key executive personnel via RFID Card and Pass Code.

Initial onboard training for new employees will consist of the following:

1. New retail agents must complete an initial training regimen prior to performing actual job functions.
2. Training includes shadowing a retail agent in a similar role with similar job responsibilities
3. Training must also include training on confidentiality as well as in depth review of Marijuana adult-use regulations.
4. Incident de-escalation techniques and emergency policies.
5. Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual hired indicating the date, time, and place they received said training and the topics discussed, including the name and title of presenters. This must be included in employee's personnel file.
6. Responsible Vendor Training:
  - a. Within 90 days of hiring all employees that are involved in the handling and sale of marijuana for adult-use will attend and successfully complete a responsible vendor program to be designated a "responsible vendor."
  - b. Administrative employees who do not handle or sell marijuana will also take the "responsible vendor" program.

Ongoing training shall include but not be limited to:

1. At a minimum, staff shall receive a minimum of 8 hours on-going, relevant training and/or supplemental education annually.
2. The Director of Security will determine the annual training agendas for both retail and cultivation staff.
3. All employees that are involved in the handling and sale of marijuana for adult-use will successfully complete the responsible vendor program once every year thereafter as required by the Commission to maintain designation as a "responsible vendor."
4. Professional development opportunities to ensure employees are on track to meet their personal career goals and that MA Craft Cultivation LLC is helping them meet those advancement goals.

As part of the Responsible Vendor program, MA Craft Cultivation LLC's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration, and confiscation of fraudulent identifications;
5. Other such areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - a. Local and state licensing and enforcement;

- b. Incident and notification requirements;
- c. Administrative and criminal liability and license and court sanctions;
- d. Waste disposal and health and safety standards;
- e. Patrons prohibited from bringing marijuana onto licensed premises;
- f. Permitted hours of sale and conduct of establishment;
- g. Permitting inspections by state and local licensing and enforcement authorities;
- h. Licensee responsibilities for activities occurring within licensed premises;
- i. Maintenance of records and privacy issues; and
- j. Prohibited purchases and practices.

### Anticipated Positions and Qualifications

#### Chief Executive Officer

1. The CEO lead the organization and the executive management team.
2. This role will have defined decision-making areas related to the business and areas of supervision of all other roles.
3. Will oversee all staff, contractors, vendors and finances for the organization and overall implementation of plans, company goals, and staff success goals.
4. Keep and maintain all MACC records, and make such records available for inspection by the Commission, upon its request, in accordance with 935CMR 500.105(9).
5. Work with the executive management team and implement a plan to prevent the diversion of product in accordance with the applicable regulations, including 935 CMR 500.101 and 935 CMR 500.105.
6. Work with the executive management team to implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.
7. Ensure that such anti-diversion plan incorporates the use of video monitoring, employee training, written guidance to employees, executive supervision and physical inspection of the premises, among other tactics.
8. Ensure that each member of the executive management team shall attest by his signature that he has read and understands the requirements of 935CMR 500.000 et seq., and shall keep a copy of such attestation within the books and records of MACC.
9. Lead MACC's interactions with state regulators and municipal officials.
10. Work as the team leader with other executives and employees, to review TY's business and community objectives, and implement plans to achieve those objectives.

#### Qualifications Include

- A minimum of 5 years of experience in a lead executive position, preferably within the cannabis industry.
- A minimum of a bachelor's degree, master's degree or higher preferred.
- Strong leadership abilities with proven success in previous roles.
- Excellent communication skills that promote the vision and drive of the company.

#### Chief Executive of Compliance



1. This person will serve on the executive leadership team.
2. Provide leadership and administration of the diversity plan and positive impact plans throughout the company and marijuana retail establishments.
3. Oversee vendors related to all areas of compliance within the organization including but not limited to record keeping procedures, financial management, reporting, and other operational plans.
4. Work directly with the CEO in delineated ways to lead the organization.
5. Ensure compliance with 935CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees.
6. Ensure compliance with all workplace policy laws and requirements.
7. Ensure compliance with Massachusetts law and regulations, including 935 CMR 500.000 et seq.
8. Prepare and amend from time to time a MACC plan to assure ongoing compliance with the provisions of 935 CMR 500.101(2)(e)(8);
9. Prepare and amend from time to time a set of detailed written operating procedures to assure ongoing compliance with the provisions of 935 CMR 500.105(1);

Qualifications Include:

- A minimum of 5 years of experience in a lead executive position, preferably within the cannabis industry.
- A minimum of a bachelor's degree, master's degree or higher preferred.
- Strong leadership abilities with proven success in previous roles.
- Excellent communication skills that promote the vision and drive of the company.

#### Chief Financial Officer

1. This person will serve on the executive leadership team.
2. Provide day to day financial management, accountability and responsibility from MA Craft Cultivation.
3. Oversee any financial vendors and consultants.
4. Work closely with the CEO and Chief Executive of Compliance to ensure responsible corporate decision making and financial prudence.

Qualifications Include:

- A minimum of 5 years of experience in accounting/financial management.
- A minimum of a bachelor's degree, Master's or higher preferred.
- Proven skills in financial planning, financial modeling, risk management and financial compliance.
- Excellent communication skills that promote the vision and drive of the company.

#### Chief Cultivation Officer

1. The CCO shall operate and be responsible for maintenance, staffing and ongoing operation of the cultivation facility.
2. Implement all policies and procedures relating to the cultivation facility.
3. Coordinate all cultivation staff work hours, assignments and collaborations.
4. Develop plan to meet the demands of the business.
5. Coordinate repairs and maintenance.
6. Supervise and train cultivation employees in an ongoing capacity.
7. Provide mandatory training for new cultivation employees.
8. Maintain a record of space allocations.
9. Work with cultivation staff to promote successful operations in all MACC cultivation facilities.
10. Maintain a database of environmental controls and conditions.
11. Provide pesticide control strategies and ensure IPM program effectiveness.
12. Adjust all mechanical systems and cultivation operations for optimum efficiency and production.
13. Ensure quality control and testing of marijuana flower in compliance with 935 CMR 500.160.

Qualifications include:

- A minimum of 5 years of experience in Cultivation management.
- A minimum of a bachelor's degree in plant science, soil science or horticulture, Master's or higher preferred.
- Proven skills in Integrated Pest Management, farm management and team building.
- Excellent communication skills that promote the vision and drive of the company.

#### Chief Production Officer

The CPO is responsible for handling all post-harvest product. In collaboration with the CCO, CPO duties shall include the following

1. Handling and transporting all harvested plants from cultivation to the trim room.
2. Handling, transporting and disposing of all waste material from cultivation rooms.
3. Supervision of trim and production capabilities.
4. Delegation of tasks to Trim Specialists.
5. Ensuring quality control and testing of marijuana in compliance with 935 CMR 500.160.
6. Monitoring the status of the dry room and all product in the process of drying.
7. Recording wet and dry weight for all product including flowers and trim.
8. Overseeing bulk packaging, transfer and storing in product vault.
9. Preparation of product for wholesale markets.
10. In collaboration with Inventory Manager and AIAs, develop procedures for inventory management, including electronic tracking and the allocation of physical space, shelves and containers within the premises including inventory protocols in compliance with 935 CMR 500.105(8) and (9).
11. In collaboration with Inventory Manager to develop product scheduling to support sales and product development objectives.

Qualifications include:

- A minimum of 5 years of experience in production management.
- A minimum of a bachelor's degree
- Proven skills in Integrated Pest Management, farm management and team building.
- Excellent communication skills that promote the vision and drive of the company.

#### Director of Security

1. This person will serve on the executive leadership team.
2. Under the supervision of the Chief Executive Officers, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for MA Craft Cultivation LLC, while implementing, administering, and revising the policies as needed.
3. Provide introductory and regular training to MA Craft Cultivation LLC agents at all times of onboarding and continuing education.
4. Provide initial and regular training to all security agents and maintain best practices with all security staff.
5. Stay abreast of new industry regulations and industry best practices and recommend modifications as needed.
6. Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with Security Agent if needed.
7. Maintain lists of Agents authorized to access designated areas of the MA Craft Cultivation LLC facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the MA Craft Cultivation LLC facility.
8. Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his / her job functions.
9. Maintain all security-related records, incident reports and other reports written by security agents;.
10. Evaluate and determine the number of security agents assigned to each shift and proper shift change times. and
11. Maintain frequent contact with local law enforcement authorities.

#### Qualifications Include:

- A minimum of 3 years of experience in Security management.
- A minimum of a bachelor's degree or equivalent in military training.
- Strong foundation in business principles and excellent knowledge of federal, state, local and company policies procedure and regulations.
- Excellent communication skills that promote the vision and drive of the company.

#### Security Agent

1. Security Agents monitor MA Craft Cultivation LLC security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the MA Craft Cultivation LLC facility by verifying appropriate ID cards and other forms of identification, including for customers.
2. Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and MA Craft Cultivation LLC Agents.
3. Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security.
4. Oversee the entrance to the facility and verify credentials of each person seeking access to the MA Craft Cultivation LLC facility.
5. Answer inquiries, maintain visitor logs,
6. Oversee the delivery of marijuana in conjunction with other MA Craft Cultivation LLC staff.

Qualifications Include:

- A minimum of a bachelor's degree or equivalent in military training.
- Excellent knowledge of federal, state, local and company policies procedure and regulations.
- Excellent communication skills that promote the vision and drive of the company.

Director of Inventory Management

1. This person will serve on the executive leadership team.
2. The Director of Inventory Management is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The Inventory Manager will perform the comprehensive annual inventory in conjunction with the executive management team.
3. Implementing inventory controls to track and account for all establishment inventory.
4. Coordinate inventory delivery and ensure appropriate staff is present to receive deliveries compliantly and safely.
5. Implementing procedures and notification policies for proper disposal.
6. Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records.
7. Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory.
8. Proper storing, labeling, tracking, and reporting of inventory.

Qualifications Include:

- A minimum of 5 years of experience in inventory management.
- A minimum of a bachelor's degree, Master's or higher preferred.
- Proven skills in implementing inventory controls, coordinating delivery and tracking inventory on a day to day basis
- Excellent communication skills that promote the vision and drive of the company.

## Director of Human Resources

1. This person will serve on the executive leadership team.
  2. The Director of Human Resources will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for the company, including hiring processes.
  3. Work directly with the Chief Executive of Compliance to ensure the positive impact plan goals and diversity plan goals are woven into every process of the recruiting, hiring and maintaining of employees.
  4. Oversee onboarding and offboarding of all employees.
  5. Review and revise personnel policies and procedures in consultation with the executive management team and other relevant staff.
  6. Develop training schedules and policies for Agents under the supervision of the executive management team and department managers.
  7. Take the lead on communicating with Agents about advancement opportunities within the industry, including conference and sponsorship opportunities available from MA Craft Cultivation LLC.
  8. Take the lead on any agent discipline if necessary.
  9. Ensure compliance with any workplace policy laws and requirements.
  10. Lead additional human resources tasks as determined by the executive management team.
- Qualifications Include:
  - A minimum of 5 years of experience in Human Resources/office management.
  - A minimum of a bachelor's degree, Master's or higher preferred.
  - Proven skills in successful recruiting, company training and intercompany relations.
  - Excellent communication skills that promote the vision and drive of the company.

General Manager: The GM shall supervise operations, including the handling, transfer, storage and sales of cannabis. GM duties shall include:

1. Opening the daily operations.
2. Closing the daily operations at the appropriate hour.
3. Supervision of agents.
4. Assuring that all equipment, fixture and furniture is in working order.
5. Assuring that agents comply with all security protocols.
6. Developing procedures, in collaboration with the CEO and other executives and employees, as required by 935 CMR 500.101(2)(e)(8).
7. Cash management and financial reporting.
8. Generating reports regarding sales from each POS station, on a daily, monthly and annual basis, in a form and manner determined by the CEO.
9. In collaboration with the CEO and other members of the executive management team, assuring that MACC remain compliant with all general operational requirements as set forth at 935 CMR 500.105.
10. Reporting to the CEO and other members of the executive management team with respect to daily operations.

Qualifications Include:

- A minimum of 5 years of experience in management, preferably within the cannabis industry
- A minimum of a bachelor's degree or equivalent experience
- Proven skills in team management and development, supervising operations, and developing training materials
- Familiarity with tracking and inventory software
- Excellent communication skills that promote the vision and drive of the company.

Associate Cultivation Agent

1. Participate in daily cultivation tasks under the supervision of the CCO.
2. Perform routine maintenance and oversight of cultivation equipment, including tables, lights, HVAC, and irrigation and nutrition systems;
3. Develop harvest schedules.
4. At the direction of the CCO, ACAs supervise Cultivation Specialists in all cultivation tasks, including the application of pesticides;
5. Monitor, inventory, purchase and store all cultivation supplies and order such supplies as needed; and
6. Report at the close of business every day to the CCO.

Qualifications Include:

- High school diploma or GED equivalent preferred.
- A strong interest in teamwork. Good with hands, packaging, trimming and labeling.
- Able to lift 50lbs. and show proficiency toward paying attention to detail.
- Excellent communication skills that promote the vision and drive of the company.

Cultivation Specialist

Cultivation Specialists are responsible for all tasks assigned by the CCO. A Cultivation Specialist shall report directly to CCO, or by designation of the CCO, to ACAs.

1. Nutrition, water and irrigation.
2. Cleaning and sterilizing.
3. Pruning and potting.
4. Application of pesticide and pest control.
5. Plant and media monitoring for mold and pest.
6. Propagation.
7. Table and equipment assembly

Qualifications include:

- High school diploma or GED equivalent preferred.
- A strong interest in teamwork. Good with hands, packaging, trimming and labeling.
- Able to lift 50lbs. and show proficiency toward paying attention to detail.

- Excellent communication skills that promote the vision and drive of the company.

### Compliance Specialist

The Compliance Specialist shall administer background checks and suitability determinations for all MACC employees.

1. In collaboration with the CSO, implementing and administering background checks on all employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000.
2. Reviewing background checks prior to any employee commencing work, and prior to any employee being granted access to any MACC facility in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.100.
3. Registering each employee with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 for purposes of determining suitability.
4. For purposes of further ensuring employee suitability, the CSO shall:
  - a. Review any conditions, offenses, and violations occurring in Massachusetts or any other state, whether under state law or under the laws of the United States, or the law of any military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. Review any criminal disqualifying conditions, offenses, and violations, including the crimes of attempt, accessory, conspiracy, and solicitation.
  - c. Where applicable, review all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
  - d. Exclude from consideration any juvenile dispositions as a factor for determining suitability.
  - e. Analyze all background checks to Massachusetts law, including but not limited to 935 CMR 500.800, inclusive of all tables and exhibits.
  - f. Not less frequently than monthly, consult the Commission and/or review commission updates available to the public for purposes of determining any change of law, regulation or guidance, and to determine any change in recommended best practice.
  - g. Administer the MACC background check protocol, in accordance with Massachusetts law and regulation, and any guidance provided by the CCC from time to time, including 935 CMR 500.802 and related tables.
  - h. Determine whether grounds exist for Mandatory Disqualification or Presumptive Negative Suitability Determination and, in the event a Presumptive Negative Suitability Determination is made, MACC will consider the following factors:
    - i. time since the incident;
    - ii. age of the subject at the time of the incident;
    - iii. nature and specific circumstances of the incident;
    - iv. sentence imposed and length, if any, of incarceration, if criminal;
    - v. penalty or discipline imposed, including damages awarded, if civil or administrative;



- vi. relationship of offense or incident to nature of work to be performed;
- vii. number of offenses or incidents;
- viii. whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
- ix. if criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
- x. any other relevant information, including information submitted by the subject.

Upon finding an adverse determination, a Compliance Specialist shall:

1. Report the adverse finding to the CSO immediately;
2. Within seven (7) days of such determination, provide the applicant a copy of the background screening report and a final adverse determination letter providing the applicant with instruction relative to the right to dispute the contents of the report and rights to supplement or pursue an appeal to the Suitability Review Commission;
3. Document such adverse determination in compliance with all requirements set forth in 935 CMR 500 et seq.; and
4. Maintain such determination within MACC personnel records.

Qualifications Include:

- A minimum of 3 years of experience in Compliance management.
- A minimum of a bachelor's degree
- Excellent knowledge of federal, state, local and company policies procedure and regulations.
- Excellent communication skills that promote the vision and drive of the company.

## Inventory Manager

At least weekly, the IM shall record an inventory count, and shall report same to the CCO.

Additional IM duties shall include the following:

1. Develop and implement comprehensive inventory controls.
2. Develop and implement comprehensive reporting policies to meet internal and external reporting requirements.
3. Maintain all inventory records.
4. Staffing and supervising all AIAs.
5. Handle, store, label and track all inventory.
6. Working with the CCO and CSO, implement safe and compliant transportation protocols, including but not limited to compliance with 500.050(5)(a).

Qualifications Include:

- A minimum of 3 years of experience in sales management.

- A minimum of a bachelor's degree.
- Proven success in meeting individual quota, team quota, forecasting sales and running sales reports.
- Experience within the cannabis industry and familiarity with products offered, preferably Massachusetts experience.
- Excellent communication skills that promote the vision and drive of the company.

#### Associate Inventory Agents

AIA's support the daily functionality of the Inventory Manager. AIA duties shall include:

1. Maintaining all records relating to inventory, including storage, transfer, audit, package,
2. inventory levels and demand, and other records as required by the business;
3. Documenting the acquisition, sale, disposal and ending inventory counts on a daily and monthly basis;
4. Ensuring that product is properly packaged, stored, labeled, maintained and recorded within TY's electronic and physical systems; and
5. Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12).

Qualifications Include:

- GED or High School degree preferred
- Experience using Leaf Logix, Metrc or other similar inventory control programs
- Experience within the cannabis industry and familiarity with products offered, preferably Massachusetts experience.
- Excellent communication skills that promote the vision and drive of the company.

#### Trim Specialists

1. Trim post-harvest marijuana plants both mechanical and manual.
2. Report to the COP.
3. Receiving daily tasks from the CPO.
4. Assisting in the harvest of marijuana.
5. Trimming marijuana plants.
6. Maintaining a sterile environment in the Trim Room.
7. Cleaning and maintaining scissors and trim machines.
8. Ensuring proper storage and disposal of waste in accordance with 935CMR 500.105(12).

Qualifications include:

- High school diploma or GED equivalent preferred.
- A strong interest in teamwork. Good with hands, packaging, trimming and labeling.
- Able to lift 50lbs. and show proficiency toward paying attention to detail.
- Excellent communication skills that promote the vision and drive of the company.