



## Massachusetts Cannabis Control Commission

### Craft Marijuana Cooperative

#### General Information:

License Number: C0281452  
Original Issued Date: 02/06/2022  
Issued Date: 02/06/2022  
Expiration Date: 02/06/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mass Cannabis Growers Cooperative

Phone Number: 413-570-5673 Email Address: brandonamosgates@gmail.com

Business Address 1: 62 Main St - Bldg #3

Business Address 2:

Business City: Hatfield

Business State: MA

Business Zip Code: 01038

Mailing Address 1: PO Box 704

Mailing Address 2:

Mailing City: Hatfield

Mailing State: MA

Mailing Zip Code: 01038

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 5.26

Percentage Of Control: 20

Role: Board Member

Other Role: Chair of the Board, C.E.O and Executive Director

First Name: Brandon

Last Name: Gates

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: 5.26	Percentage Of Control: 20	
Role: Board Member	Other Role: President, Chief Technology Office	
First Name: David	Last Name: Mager	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: 52.63	Percentage Of Control: 20	
Role: Board Member	Other Role: Chief Compliance Officer	
First Name: Miira	Last Name: Gates	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 5.26	Percentage Of Control: 20	
Role: Board Member	Other Role: Human Resources Director	
First Name: Patty	Last Name: Gates	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 26.32	Percentage Of Control: 20	
Role: Board Member	Other Role:	
First Name: Deborah	Last Name: Mager	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY  
No records found

CLOSE ASSOCIATES AND MEMBERS  
Close Associates or Member 1

First Name: Brandon	Last Name: Gates	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Executive Director, C.E.O		

Close Associates or Member 2

First Name: David	Last Name: Mager	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: President, Chief Technologies Officer		

#### Close Associates or Member 3

First Name: David

Last Name: Jackson

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief operating officer

#### Close Associates or Member 4

First Name: Miira

Last Name: Gates

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Compliance Officer

#### Close Associates or Member 5

First Name: Patty

Last Name: Gates

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Human Resources Director

#### Close Associates or Member 6

First Name: Deborah

Last Name: Mager

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Owner and chief horticulturist

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Miira

Last Name: Gates

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$2000 Percentage of Initial Capital: 66

Capital Attestation: Yes

##### Individual Contributing Capital 2

First Name: Brandon

Last Name: Gates

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$1000 Percentage of Initial Capital: 33

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

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

#### FEE QUESTIONS

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

Total number of locations: 1

#### COOPERATIVE LOCATION

##### Owned Business 1

Location Address 1: 11 Jackson Street

Location Address 2:

Location City: Holyoke

Location Zip Code: 01040

Approximate square footage of the location: 22350

Activities in this Location: Cultivation

How many abutters does this property have?: 19

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Holyoke Zoning Compliance Plan.pdf	pdf	5fbed47091587f078718d43b	11/25/2020
Certification of Host Community Agreement	Mass Cannabis Growers Cooperative - HCA Certification (signed).pdf	pdf	5fc6c0a0f867b207bbf0f246	12/01/2020
Community Outreach Meeting Documentation	Actual Outreach Notice Sent-ATTACHMENT C.pdf	pdf	6012e97008a18c07fbbd60f6	01/28/2021
Community Outreach Meeting Documentation	Redacted Abutters List-Attachement C.pdf	pdf	6012ea979b156e07a0632357	01/28/2021
Community Outreach Meeting Documentation	masscannabisgrowerscoop.com Mail - Community Outreach Notice for 11 Jackson St, Holyoke MA- Attachment B.pdf	pdf	6012ec8491465f076d75dac0	01/28/2021
Community Outreach Meeting Documentation	Attachment A-Newspaper Filing.pdf	pdf	6012edf19a7da608237ad6f2	01/28/2021
Community Outreach Meeting Documentation	Outreach Attestation Form-Attachment B.pdf	pdf	6015a7411681d1368fdb241d	01/30/2021

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
Other	191022 Final Employee Handbook[2605].pdf	pdf	5dcc8202170b4c5353e39eaf	11/13/2019
Plan for Positive Impact	210122 Plan for Positive Impact MCGC.pdf	pdf	6015a7e284d16335f02220b2	01/30/2021
Other	MCGC Addendum re Additional Compensation.pdf	pdf	60cce61cc278b808ca0896ba	06/18/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify)

Other Role: Executive Director, C.E.O, Chairman Of The Board

First Name: Brandon

Last Name: Gates

Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 2

Role: Other (specify) Other Role: President, C.T.O  
First Name: David Last Name: Mager Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 3

Role: Board Member Other Role:  
First Name: Miira Last Name: Gates Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 4

Role: Board Member Other Role: Human Resources  
First Name: Patty Last Name: Gates Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 5

Role: Executive / Officer Other Role: Chief Operating Officer  
First Name: David Last Name: Jackson Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### Individual Background Information 6

Role: Other (specify) Other Role: Chief Horticulturist  
First Name: Deborah Last Name: Mager Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	201116 MA Cert of Good Standing - color.pdf	pdf	5fb6b3390daeb60847fae2ac	11/19/2020
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing.pdf	pdf	5fb6bd236e60eb07f57f44b8	11/19/2020
Bylaws	bylaws revised.pdf	pdf	5fc43211f867b207bbf0ea7a	11/29/2020
Articles of Organization	MCGC Certificate of Organization.pdf	pdf	5fc6d5d2d8789e0780e40457	12/01/2020
Department of Revenue - Certificate of Good standing	Unemployment Assistance Attestation.pdf	pdf	6015b143604cbb361670ce35	01/30/2021

No documents uploaded

Massachusetts Business Identification Number: 001392126

Doing-Business-As Name: N/A - no DBA registered in any city or town.

DBA Registration City: Holyoke

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan For CCC App.pdf	pdf	5fbbad07bd0d8e081433f7f7	11/23/2020
Proposed Timeline	201123 Time Line.pdf	pdf	5fbfbf51557d9d707ee4db161	11/23/2020
Plan for Liability Insurance	MCGC Plan to Obtain Liability Insurance - amended.pdf	pdf	601dac181c95e43696ccd36e	02/05/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	191111 Dispensing Procedures.pdf	pdf	5dcc8622160e3b57a3dd1f4b	11/13/2019
Storage of marijuana	191107 Storage of Marijuana .pdf	pdf	5dcc87e3d5b0805341c61c31	11/13/2019
Restricting Access to age 21 and older	191107 Restricting Access to 21 and over.pdf	pdf	5dcc87fd26aa77532085b0c9	11/13/2019
Inventory procedures	191107 Inventory.pdf	pdf	5dcc88409c1081532b9a4fb3	11/13/2019
Personnel policies including background checks	191022 Final Employee Handbook[2605].pdf	pdf	5dcc888840e348579197c39f	11/13/2019
Separating recreational from medical operations	Seperating Recreational from Medical Operations.pdf	pdf	5dcc8a937aad8653363bcad1	11/13/2019
Samples of unique identifying marks for branding.	Samples of Unique Identifying Marks For Branding.pdf	pdf	5fbbbe0a5b823307b79b9665	11/23/2020
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	5fbbc13075aac308359af8cf	11/23/2020
Plan to Obtain Marijuana	Plan to Obtain Marijuana.pdf	pdf	5fbed5c291587f078718d444	11/25/2020
Safety Plan for Manufacturing	Safety Plan for Manufacturing.pdf	pdf	5fc42706925f52079a1f1598	11/29/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5fc4285e728b9907c6dd5d57	11/29/2020
Samples of unique identifying marks for branding.	201130 Logo explanation.pdf	pdf	5fc584dc15105a0779710fc8	11/30/2020
Types of products.	Amended 01-30-21 Types of Products.pdf	pdf	601587ca72b5633675941546	01/30/2021
Production methods.	01-30-21 Amended Production Methods.pdf	pdf	60158e084e95aa35cfc20c6c	01/30/2021
Policies and Procedures for cultivating.	MCGC Cultivation Plan - amended.pdf	pdf	601d5791d44ed235c8c46043	02/05/2021
Security plan	Securitivity Plan for 11 Jackson St - amended.pdf	pdf	601d57beeabbc336a11f6037	02/05/2021

Energy Compliance Plan	MCGC Energy Efficiency Procedures - amended.pdf	pdf	601d57ee6d809f35defba8d3	02/05/2021
Maintaining of financial records	MCGC Maintaining of Financial Records - amended.pdf	pdf	601d58e71681d1368fdb3ae3	02/05/2021
Record Keeping procedures	MCGC Record Keeping Procedures - amended.pdf	pdf	601d5e2c6902113684c6dc81	02/05/2021
Quality control and testing	MCGC Quality Control Procedures - amended.pdf	pdf	601d5e85fade7a35e9f2e05c	02/05/2021
Transportation of marijuana	MCGC Transportation plan - amended.pdf	pdf	601d5f3110e86b36bb8955f6	02/05/2021
Prevention of diversion	Prevention of Diversion_revised.pdf	pdf	60cce6afd50cd9085ba20cdc	06/18/2021
Diversity plan	MCGC Diversity Plan_revised.pdf	pdf	60cce7044e2e5a08784e694e	06/18/2021

### 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 Understand

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

### HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours

Date generated: 03/01/2022

<b>Friday From:</b> Open 24 Hours	<b>Friday To:</b> Open 24 Hours
<b>Saturday From:</b> Open 24 Hours	<b>Saturday To:</b> Open 24 Hours
<b>Sunday From:</b> Open 24 Hours	<b>Sunday To:</b> Open 24 Hours



# Mass Cannabis Growers Cooperative, LLC.

## Local Zoning Compliance Plan:

11 Jackson St

Holyoke, MA 01040

The Mass Cannabis Growers Cooperative plan to remain compliant with local zoning begins with its fostering of a relationship with the planning and development board of the municipality with which the cultivation, manufacturing or edible facility will reside within.

In the case of 11 Jackson St and the town of Holyoke an application for *special permitting* was assembled with all the official documentation and submittals that it outlines for city council review and interdepartmental dialogue.

Documents submitted for review include:

- Copies of all registrations and licenses, evidence of site control (option to lease and purchase 11 Jackson St)
- A notarized ownership statement by C.E.O Brandon Gates,
- A description of all activities on site
- A written notice from the Holyoke Chief of Police stating that an acceptable security plan has been completed and approved,
- Development and traffic impact statements
- A full site plan compiled by a Massachusetts registered professional engineer.

11 Jackson St lies within a *Permitted District* as defined by being located in the *IG* industrial and mixed use zone and not located within 200 feet of any pre-existing public or private school providing education in pre-kindergarten, kindergarten or any grades 1 through 22; measured from the lot lines of impacted properties, as permissible under M.O.L. 940, section 5(b)(3).

The 11 Jackson St property is a single story brick windowless building with no signage. It is not located within another building that does nor does it contain residential units, pharmacies, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.

An annual report for special permitting will be filed with the town of Holyoke city clerks office and a special permit is non transferable.

The Special Permitting application for the town of Holyoke reads as:

### **7.10 MARIJUANA FACILITIES**

#### **7.10.1 Purpose.**

It is recognized that the nature of the substance cultivated, processed, tested and/or sold by marijuana establishments have operational characteristics that require they be sited in such a way as to ensure the health, safety, and general well-being of the public. The imposition of reasonable safeguards and regulation of the time, place and manner of marijuana establishments is necessary to advance these purposes.

Subject to the provisions of this Zoning Ordinance, Massachusetts General Laws Chapter 40A, 105 CMR 725.000 and Chapter 94G, marijuana establishments will be permitted to do business within the City of Holyoke that meet state regulations as established by the MA Department of Public Health and Cannabis Control Commission.

Nothing in this Section shall be interpreted as regulating the growing, processing or fabrication of products that are not regulated as a controlled substance by the Massachusetts Cannabis Control Commission and/or the Department of Public Health.

### **7.10.2 Marijuana Establishments - Definitions**

The following will be defined subcategories of Marijuana Establishments:

**Marijuana Manufacturing Establishment (MME):** A use operated by an entity duly licensed by the Cannabis Control Commission in accordance with M.G.L. c. 94G or by the MA Department of Public Health in accordance with 105 CMR 725.000, and pursuant to all other applicable state laws and regulations, that cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers or transports marijuana or products containing marijuana. The cultivation and processing of marijuana in accordance with this definition is considered to be a manufacturing use and is not agriculturally exempt from zoning.

**Medical Marijuana Dispensary (MMD):** A use operated by an entity registered and approved by the MA Department of Public Health in accordance with 105 CMR 725.000, and pursuant to all other applicable state laws and regulations, also to be known as a medical marijuana treatment center, that sells, distributes, dispenses, or administers marijuana, products containing marijuana, or related supplies specifically for medical purposes.

**Recreational Marijuana Retail Establishment (RMRE):** A use operated by an entity duly licensed by the Cannabis Control Commission in accordance with M.G.L. c. 94G, and pursuant to all other applicable state laws and regulations, that sells, distributes, dispenses, administers or allows for the on-site consumption of marijuana, products containing marijuana, or related supplies for retail sales for non-medical purposes.

**Marijuana Testing Facility (MTF):** An entity duly licensed by the Cannabis Control Commission in accordance with M.G.L. c. 94G, and pursuant to all other applicable state laws and regulations, that tests marijuana and marijuana products, including certification for potency and the presence of contaminants.

### **7.10.3 Applicability**

This Section applies to all marijuana establishments, which include: Marijuana Manufacturing Establishments (MME), Medical Marijuana Dispensaries (MMD), Recreational Marijuana Retail Establishments (RMRE) and Marijuana Testing Facilities (MTF).

### **7.10.4 Permitted Districts**

Any and all marijuana establishments may only be allowed in the IG zone by special permit of the City Council. Any cultivation facility shall not be located within 200 feet of any pre-existing public or private school providing education in pre-kindergarten, kindergarten or any grades 1 through 12; measured from the lot lines of impacted properties, as permissible under M.O.L. 940, section 5(b)(3).

Any school that exists between 200 ft and 500 ft of the proposed cultivation facility's lot line shall, at the time of notice of public hearing for any special permit request of the proposed cultivation facility, also be notified of said public hearing. Notice shall be sent in writing, via certified mail, return receipt, to Superintendent, Principal or person in control of schools within the impacted area.

Any and all remaining marijuana establishments shall not be located within 500 feet of any pre-existing public or private school providing education in pre-kindergarten, kindergarten or any grades 1 through 12; measured from the lot line of impacted properties, as permissible under M.O.L. 940, section 5(b)(3).

### 7.10.5 Operational Requirements

#### 1) Use:

- a) Marijuana establishments may only use their designated square footage for the purposes of operating such an establishment, as encompassed in this Ordinance.
- b) No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises except at RMRE's, as defined.
- c) Operations, including deliveries to and from any marijuana facility, may not occur within the hours of 8:00 p.m. to 8:00 a.m.

#### 2) Physical Requirements:

- a) All aspects of marijuana establishment must take place at a fixed location within a fully enclosed building. b) No outside storage is permitted.
- c) No MMD or RMRE shall have a gross floor area in excess of 5,000 square feet.
- d) Ventilation – all marijuana establishments shall be ventilated in such a manner that no:
  - i) pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere
  - ii) no odor from marijuana cultivation, processing or consumption can be detected by a person with an unimpaired and otherwise normal sense of smell at any adjoining use or adjoining property to the marijuana establishment.
- e) All signage shall comply with 105 CMR 725.00, Cannabis Control Commission regulations and Section 6.4 "Signs."

#### 3) Location:

- a) A MMD shall not be located in buildings that contain any pharmacy, medical doctor offices or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.
- b) A marijuana establishment shall not be located in buildings that contain any residential units, including transient housing such as hotels, motels and dormitories.

#### 4) Issuance/Transfer/Discontinuance of Use:

- a) A special permit shall be valid only for the registered entity to which the approval was issued and only for the site on which the marijuana establishment has been authorized.
- b) A special permit shall be non-transferable and shall have a term limited to the applicant's ownership or control of the premises as a marijuana establishment.
- c) Permitted marijuana establishments shall file an annual report to the City Clerk's Office no later than January 31st, providing a copy of all current applicable state licenses for the establishment and/or its owners and demonstrating continued compliance with the conditions of the special permit.
- d) A special permit shall lapse if the applicant ceases operation for a period of 180 days of the marijuana establishment and/or if the applicants' registration by Department of Public Health or licensure by the Cannabis Control Commission has been revoked, expires, is terminated, is transferred to another controlling entity or is relocated to a new site.
  - i) The applicant shall notify the Zoning Enforcement Officer and City Clerk in writing within 48 hours of such lapse, cessation, discontinuance or expiration.
- e) A marijuana establishment shall be required to remove all material, plants, equipment and other paraphernalia upon registration or licensure revocation, expiration, termination, transfer to another controlling entity or relocation to a new site and any other cessation of operation as regulated by the Department of Public Health or the Cannabis Control Commission. Such removal will be in compliance with 105 CMR 725.105 (J), (O) and regulations from the CCC.

### 7.10.6 Application Procedure and Requirements

#### 1) *Application Requirements:* An application for a special permit shall include the following:

- a) The name and address of each owner of the marijuana establishment.
- b) Copies of all required registrations, licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the establishment.

- c) Evidence that the Applicant has site control and right to use the site for a marijuana establishment in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.
- d) A notarized statement signed by the marijuana establishment organization's Chief Executive Officer and corporate attorney disclosing all of its designated owners, including officers, directors, partners, managers, or other similarly situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.
- e) A description of all activities to occur on site, including but not limited to: cultivating and processing of marijuana and marijuana infused products (MIPs), on-site sales, delivery of marijuana and related products to off-site facilities, off site direct delivery to patients, distribution of educational materials, and other programs or activities.
- f) A written notice from the Chief of Police shall be submitted to the City Clerk stating that an acceptable Security

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Plan has been reviewed and approved. The Security Plan shall include the location and details of all security measures for the site, including but not limited to lighting, fencing, gates, waste disposal, alarms and similar measures ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.

- g) Details of all proposed exterior security measures for the marijuana establishment.
- h) A Development Impact Statement containing all the information required under Section 10.1.6 (1) of the Zoning Ordinance.
- i) A Traffic Impact Statement containing all of the information required under Section 10.1.6 (2) of the Zoning Ordinance.
- j) A special permit fee in the amount of \$500.00.

2) *Site Plan*: The special permit application shall include a Site Plan prepared by a Massachusetts registered Architect, Landscape Architect, Professional Engineer or other appropriate design professional. The site plan shall include the following components and information:

- a) **Locus Plan**. A locus plan showing the entire proposed development and its relation to existing areas, buildings and roads for a distance of 300 feet from the boundaries of the proposed development or such other distance as may be approved or required by the City Council. The plan shall also show all contiguous land owned by the applicant or by the owner of the property which is the subject of the application.
- b) **Improvements Plan**. A plan depicting all existing and proposed buildings, driveways or roads, parking areas, service areas, refuse collection areas, sidewalks, paths, landscaping etc.
- c) **Building Plan**. A detailed floor plan showing square footage for each use within the marijuana establishment.
- d) **Details**. Detail sheets including, but not limited to, pavement markings, lighting fixtures, fencing, dumpster enclosures, signage (temporary and permanent), and any site improvements included in plans (a) – (c) above.

3) *Review Procedure*: upon receipt of an application, the City Clerk shall forward a copy for review and comment to Building Department, Fire Department, Police Department, Engineering Department, Water Department, Board of Health, Planning Board and the Stormwater Authority and Conservation Commission if applicable. The Departments shall review the application and provide comments back to the City Council within twenty-one (21) calendar days. City Council shall, if needed, confer with the Public Safety Committee for review and comment.

4) *New construction*: in cases of new construction, in addition to the requirements of this Section, see Section 10.0 SITE PLAN REVIEW of the Holyoke Zoning Ordinance. The Applicant may need to file with the Stormwater Authority, a Stormwater Management Permit Application, per the Stormwater Regulations.

### 7.10.7 Findings

- 1) In addition to the standard Findings for a Special Permit under Section 9.3.2, the City Council must also find all the following:
  - a) That the marijuana establishment is designed to minimize any adverse impacts on abutters and other parties in interest.

- b) That the marijuana establishment demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations.
- c) That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Ordinance.
- d) That the marijuana facility project meets a demonstrated need of the community.
- e) That the marijuana establishment provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of marijuana product is adequately secured.
- f) That the marijuana establishment adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the establishment, and its impact on neighboring uses.

#### **7.10.8 Enforcement**

Any violation of this Section shall be enforced in accordance with Section 9-1 of the Zoning Ordinance.

As outlined in the previous document a security plan has been developed and agreed upon for the 11 Jackson St, Holyoke cultivation location between The Mass Cannabis Growers Cooperative, LLC and Holyoke Chief of Police Manuel J Febo and Captain Matthew Moriarty.

That agreement reads as follows:



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### **Holyoke Police Department Inter-Governmental Correspondence**

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TO: Mayor Alex B. Morse

FROM: Manuel J. Febo, Chief  
Holyoke Police Department

SUBJECT: Massachusetts Cannabis Growers Coop Security Plan 10/06/2020 Approved

DATE: OCTOBER 7, 2020

NUMBER: 20-017

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Sir,


I have received a comprehensive security plan from Massachusetts Cannabis Growers Coop for the manufacturing, cultivation and whole sale of marijuana at 11 Jackson Street .

The security plan includes the locations and details of all security measures for the site, including but not limited to lighting, waste disposal, alarms and similar measures ensuring the safety of their employees and the protection of the premises from theft or other criminal activity.

I have reviewed the comprehensive security plan pertaining to the movement of test samples to the lab and approve of submitted plan. The security shipment plan complies with the mandate of 105 CMR 725.110.

The plan is a living document . Therefore, it shall be subject to periodic review and improvements, if necessary. I hereby approve of this submitted plan.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Manuel J. Febo", written over the printed name.

Manuel J. Febo

Chief of Police

MJF/hf1

cc: Captain Matthew Moriarty

## 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:

MASS Cannabis Growers Cooperative, LLC.

2. Name of applicant's authorized representative:

Brandon Gates

3. Signature of applicant's authorized representative:



4. Name of municipality:

Holyoke

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

Alex B. Morse, Mayor



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



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).*):

MorseA@Holyoke.org

8. Host community agreement execution date:

July 8, 2020



# NOTICE OF COMMUNITY OUTREACH MEETING

## ATTACHMENT C

- **Thursday, June 4th, 2020**
- **5:00 PM**
- **Join Google Meets virtual meeting using Google Chrome at:**  
**[https:// meet.google.com/ajd-wiaf-ebt](https://meet.google.com/ajd-wiaf-ebt)**  
**or call in at: +1 470-222-7822 PIN: 130 152 782#**

Notice is hereby given by **Mass Cannabis Growers Cooperative, LLC** that a Community Outreach Meeting for a proposed marijuana indoor cultivation and processing facility is scheduled for June 4, 2020 05:00 ET Eastern Time (US and Canada) per this order:

### ADMINISTRATIVE ORDER ALLOWING VIRTUAL WEB-BASED COMMUNITY OUTREACH MEETINGS

M.G.L. c. 94G, M.G.L. c. 94I, and  
935 CMR 500.00 and 501.000

Laurie Herrick, Founder and President to the non-profit RAINMAKER shall be designated as meeting moderator. Laurie is a resident of Holyoke and is not associated in any way with **Mass Cannabis Growers Cooperative, LLC**. The moderator shall allow any meeting participant to offer questions or comments and allow for follow-up questions.

Questions can be submitted in advance directly to C.E.O, Founder and Executive Director Brandon Gates at [brandon@masscannabisgrowerscoop.com](mailto:brandon@masscannabisgrowerscoop.com). If comments come up during the meeting, please use the chat function to direct all questions to the meetings moderator and it will be answered at the end.

The proposed Craft Cooperative, Cultivation and Manufacturing establishment is anticipated to be located at 11 Jackson St Holyoke, MA 01040. The meeting will cover, at minimum, the following topics: The proposed location and the type of the Marijuana Establishment; The building being moved into [and the proposed buildout], and compliance with security requirements as outlined by 935 CMR 500 et seq. (the Massachusetts adult-use marijuana regulations); Steps taken by **Mass Cannabis Growers Cooperative** to prevent the diversion of marijuana to minors; **Mass Cannabis Growers Cooperative plan** to positively impact the local community; and information demonstrating how **Mass Cannabis Growers Cooperative** intends to ensure that the location will not constitute a nuisance to the community as defined by the law. A copy of this notice is filed with the town or city clerk, the planning board, the contracting authority for the municipality, and local licensing authority for adult use of Cannabis, if applicable. A copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

ATTACHMENT C  
REDACTED ABUTTERS LIST

HOLYOKE CITY OF GAS + ELECTRIC DEPT  
99 SUFFOLK ST  
HOLYOKE, MA 01040

HOLYOKE CITY OF GAS + ELECTRIC DEPT  
99 SUFFOLK ST  
HOLYOKE, MA 01040

HOLYOKE CITY OF GAS + ELECTRIC DEPT  
99 SUFFOLK ST  
HOLYOKE, MA 01040

HOLYOKE CITY OF GAS + ELECTRIC DEPT  
99 SUFFOLK ST  
HOLYOKE, MA 01040

SPRING THOMAS  
CEDAR RIDGE  
SOUTH HADLEY, MA 01075

HOLYOKE TURN VEREIN  
624 SO BRIDGE ST  
HOLYOKE, MA 01040

HOLYOKE TURN VEREIN  
624 SO BRIDGE ST  
HOLYOKE, MA 01040

WILSON PAUL A  
105 GLENDALE RD  
HAMPTON, MA 01030

WILSON DONALD D MIELE ELLEN  
195 ROYAL ST  
CHICOPEE, MA 01020

WILSON C/O GEORGE HOOD  
926 BRADLEY RD  
SPRINGFIELD, MA 01101

HOLYOKE CITY OF PLAYGROUNDS  
536 DWIGHT ST  
HOLYOKE, MA 01040

HOLYOKE CITY OF TAKING  
CITY HALL ANNEX-LAW DEPT  
HOLYOKE, MA 01040

WILSON  
27 JACKSON ST  
HOLYOKE, MA 01040

WILSON  
27 JACKSON ST  
HOLYOKE, MA 01040

DR. ELONISE FRANKLIN CHURCH INC  
104 HANCOCK ST  
SPRINGFIELD, MA 01101

WILSON  
27 JACKSON ST  
HOLYOKE, MA 01040

WILSON JAVIER D/B/A I.G.L. TRUCK SALES  
27 JACKSON ST  
HOLYOKE, MA 01040

WILSON AVENUE NOMINEE TRUST  
642 SOUTH SUMMER ST  
HOLYOKE, MA 01040

WILSON AVENUE NOMINEE TRUST  
642 SOUTH SUMMER ST  
HOLYOKE, MA 01040

WILSON AVENUE NOMINEE TRUST  
642 SOUTH SUMMER ST  
HOLYOKE, MA 01040

WILSON AVENUE NOMINEE TRUST  
642 SOUTH SUMMER ST  
HOLYOKE, MA 01040

WILSON AVENUE NOMINEE TRUST  
642 SOUTH SUMMER ST  
HOLYOKE, MA 01040

WILSON AVENUE NOMINEE TRUST  
631 S SUMMER ST  
HOLYOKE, MA 01040

WILSON ENTERPRISES LLC  
27 JACKSON ST  
HOLYOKE, MA 01040

WILSON  
615 SO SUMMER ST  
HOLYOKE, MA 01040

WILSON  
536 DWIGHT STREET  
HOLYOKE, MA 01040

WILSON  
619 SO SUMMER ST  
HOLYOKE, MA 01040

WILSON  
619 SO SUMMER ST  
HOLYOKE, MA 01040

WILSON  
124 WESTFIELD ROAD  
HOLYOKE, MA 01040

WILSON MASS INVESTMENTS LLC  
124 WEST GLEN STREET  
HOLYOKE, MA 01040



Brandon Gates &lt;brandon@masscannabisgrowerscoop.com&gt;

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**Community Outreach Notice for 11 Jackson St, Holyoke MA**

1 message

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**Brandon Gates** <brandon@masscannabisgrowerscoop.com>  
To: dyjachj@holyoke.org, clerks@holyoke.org, licensing@cccmaass.com

Mon, May 18, 2020 at 1:11 PM

Thank you for your time,

Please find my community outreach notice attached for a proposed Craft Cooperative cultivation facility located at 11 Jackson Street, Holyoke MA. Included in this correspondence is Clerk for the city of Holyoke, Jon Dyjach of the Planning Board and Contracting Authority for the city of Holyoke and representative for licensing from the Cannabis Control Commission (CCC).

Physical copies have been mailed to all abutters and notice posted in local newspaper The Gazette at least seven calendar days prior to the digital meeting scheduled for May 27th at 5:00 pm. Please also find the CCC directive outlining digital outreach meetings during COVID-19.

Brandon Gates  
Executive Director, C.E.O  
Mass Cannabis Growers Cooperative, LLC.  
(413)-570-5673

---

**2 attachments****11 Jackson Street Holyoke Outreach Meeting.pdf**  
22K**CCC Administrative-Order-\_Community-Outreach-Meeting.pdf**  
194K



Brandon Gates &lt;brandon@masscannabisgrowerscoop.com&gt;

**Classified Ad Confirmation**

3 messages

legals@gazettenet.com <legals@gazettenet.com>  
To: brandon@masscannabisgrowerscoop.com

Tue, May 19, 2020 at 4:15 PM

Hi! Here you go. I can NOT get your email address onto one line.

# The Daily Hampshire Gazette

115 Conz Street, Northampton, MA

413-584-5000 | Fax: 413-584-5299 | Customer Service 413-586-1925

## Advertising Invoice

**CREDIT LEGALS**  
**115 CONZ ST**  
**NORTHAMPTON, MA 01060**

**Cust#:22224**  
**Ad#:43281**  
**Phone#:413-586-1700**  
**Date:05/19/2020**

Salesperson: DANE KUTTLER

Classification: Legals

Ad Size: 1.0 x 3.40

**Advertisement Information:**

Description	Start	Stop	Ins.	Cost/Day	Total
Daily Hampshire Gazette	05/22/2020	05/22/2020	1	162.49	162.49

**Payment Information:**

<b>Date:</b>	<b>Order#</b>	<b>Type</b>
05/19/2020	43281	BILLED ACCOUNT

**Total Amount: 162.49****Tax: 0.00****Amount Due: 162.49****Mass Cannabis Growers Cooperative - Thank you for your business!****Ad Copy**

**NOTICE OF COMMUNITY  
OUTREACH MEETING**

- Thursday, June 4th, 2020
- 5:00 PM
- Join Google Meets virtual meeting using Google Chrome at: <https://meet.google.com/ajd-wiaf-ebt> or call in at: +1 470-222-7822 PIN: 130152 782#

Notice is hereby given by **Mass Cannabis Growers Cooperative, LLC** that a Community Outreach Meeting for a proposed marijuana indoor cultivation and processing facility is scheduled for June 4, 2020 05:00 ET Eastern Time (US and Canada) via Google Meets. Questions can be submitted in advance directly to C.E.O, Founder and Executive Director Brandon Gates at [brandon@masscannabisgrowerscoop.com](mailto:brandon@masscannabisgrowerscoop.com) Questions can also be raised at the end of the meeting.

May 22

43281

**Brandon Gates** <[brandon@masscannabisgrowerscoop.com](mailto:brandon@masscannabisgrowerscoop.com)>  
To: [legals@gazettenet.com](mailto:legals@gazettenet.com)

Wed, May 20, 2020 at 7:48 AM

Looks great, thank you! how should i pay for it to get it in circulation as soon as able. My number is 413-570-5673 if calling helps to get my debit card

[Quoted text hidden]

**Classifieds Department** <[dhgclassifieds@gazettenet.com](mailto:dhgclassifieds@gazettenet.com)>  
To: Brandon Gates <[brandon@masscannabisgrowerscoop.com](mailto:brandon@masscannabisgrowerscoop.com)>

Wed, May 20, 2020 at 8:20 AM

Hi Brandon,  
I will call you for your card info. :)

[Quoted text hidden]

--

*As of November 1, 2019, the legal rates are as follows: \$47.79 pci. Municipal rates still apply.  
Going forward, if an approval is not received, the ad will not run.*

Classified Advertising  
Daily Hampshire Gazette/Amherst Bulletin  
[115 Conz Street](#)  
[Northampton, MA 01060](#)  
P: (413) 586-1700  
Legals (413)585-5324



## ATTACHMENT B

### Community Outreach Meeting Attestation Form

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

I, Brandon Gutes, (insert name) attest as an authorized representative of MASS CANNABIS GROWERS COOP, LLC, (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on JUNE 4<sup>th</sup> 2020 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on MAY 22<sup>nd</sup> 2020 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on MAY 19<sup>th</sup> 2020 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on MAY 21<sup>st</sup> 2020 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

## NOTICE OF COMMUNITY OUTREACH MEETING

- Thursday, June 4th, 2020
- 5:00 PM
- Join Google Meets virtual meeting using Google Chrome at:

Attachment C

<https://meet.google.com/ajd-wiaf-ebt>

or call in at: +1 470-222-7822 PIN: 130 152 782#

Notice is hereby given by **Mass Cannabis Growers Cooperative, LLC** that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 4, 2020 05:00 ET Eastern Time (US and Canada) per this order:

### ADMINISTRATIVE ORDER ALLOWING VIRTUAL WEB-BASED COMMUNITY OUTREACH MEETINGS

M.G.L. c. 94G, M.G.L. c. 94I, and  
935 CMR 500.00 and 501.000

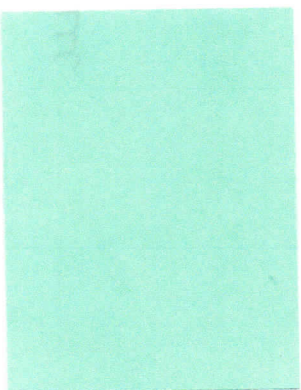
Laurie Herrick, Founder and President to the non-profit RAINMAKER shall be designated as meeting moderator. Laurie is a resident of Holyoke and is not associated in any way with **Mass Cannabis Growers Cooperative, LLC**. The moderator shall allow any meeting participant to offer questions or comments and allow for follow-up questions.

Questions can be submitted in advance directly to C.E.O, Founder and Executive Director Brandon Gates at [brandon@masscannabiscrowerscoop.com](mailto:brandon@masscannabiscrowerscoop.com). If comments come up during the meeting, please use the chat function to direct all questions to the meetings moderator and it will be answered at the end.

The proposed Craft Cooperative, Cultivation and Manufacturing establishment is anticipated to be located at 11 Jackson St Holyoke, MA 01040. The meeting will cover, at minimum, the following topics: The proposed location and the type of the Marijuana Establishment; The building being moved into [and the proposed buildout], and compliance with security requirements as outlined by 935 CMR 500 et seq. (the Massachusetts adult-use marijuana regulations); Steps taken by **Mass Cannabis Growers Cooperative** to prevent the diversion of marijuana to minors; **Mass Cannabis Growers Cooperative plan** to positively impact the local community; and information demonstrating how **Mass Cannabis Growers Cooperative** intends to ensure that the location will not constitute a nuisance to the community as defined by the law. A copy of this notice is filed with the town or city clerk, the planning board, the contracting authority for the municipality, and local licensing authority for adult use of Cannabis, if applicable. A copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.



Mass Cannabis Growers Cooperative LLC  
62 Main St, Bldg #3  
Hartfield, MA 01038



UTF  
01038-7921  
01040-151224

HARTFORD CT 061  
21 MAY 2020 PM 5 L



## **MCGC Plan for Positive Impact**

MCGC is committed to having a positive impact on communities and members of communities that were harmed by the War on Drugs, i.e., cannabis prohibition and its enforcement. This plan and its effectiveness will also be a criterion for maintaining the license as per 935 CMR 500.101(1).

### **Disproportionately Harmed People:**

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. Note that some disproportionately impacted geographic locations are cities or towns, and others are neighborhoods identified by census tracts. The designation of these areas will be re-evaluated periodically.
2. Commission-designated Certified Economic Empowerment Priority recipients;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions

### **Plan: Member and employee recruitment of disproportionately harmed people.**

**Goal:** At least 20% of MCGC’s members and employees will be from the above listed categories of disproportionately harmed people.

### **Programs:**

- 1) Recruitment will be geographically focused first within Holyoke (the location of the marijuana establishment), then on surrounding identified areas of disproportionate impact including Amherst, Greenfield, Pittsfield, Springfield, and West Springfield. Recruitment will involve posting advertisements (digitally and/or physically), through local job fairs, and word of mouth.
  - a. MCGC will post job openings and advertise membership during the initial hiring and start-up phase, and at a minimum of annually thereafter. Digital posts will be placed on Monster.com, Indeed, LinkedIn and Ziprecruiter. Print ads will be placed in the Holyoke Transcript, Daily Hampshire Gazette, Greenfield Recorder, Berkshire Eagle and Springfield Republican. Our Holyoke location has a nearby church whose Minister we will give copies of the recruitment ad should they choose to place it on the church’s bulletin board or publicly announce the opening, and other community bulletin boards will be utilized as well.
- 2) Recruitment efforts will focus on Economic Empowerment recipients and Social Equity participants by providing notices and advertisements stating that such individuals are invited to apply for employment and/or membership. Such notices will be distributed to the Social Equity program, through online forums, and also in the manner described above in 1(a).
  - a. All Economic Empowerment and Social Equity participants will be invited to attend an annual cultivation and harvesting training designed for new members.

Opportunities for employment and membership will be highlighted at these training seminars.

- 3) Recruitment efforts shall also prioritize individuals who have a past drug conviction, or who have parents or spouses who have drug convictions. Job postings and membership information will state that MCGC is seeking applicants with a drug-related CORI, or who have parents or spouses with past drug convictions.
- 4) Membership Lottery: MCGC will award a free membership, chosen by lottery, from a pool of applicants limited to Disproportionately Harmed People. MCGC hopes to work with the CCC to effectively provide notice of this lottery to all Social Equity and Economic Empowerment recipients.

**Measurement and Accountability:** Quarterly, management will meet to discuss and review the progress of this plan and to make adjustments if necessary. 60 days prior to our license renewal date each year, MCGC will produce a comprehensive report that will be made available to the CCC for review during the renewal process.

This report will contain, at minimum, the following metrics to measure the success of the plan:

- The number and percentage of employees and members that come from Disproportionately Harmed populations;
- Responses from job and member applicants regarding how they learned of MCGC. This data will be used to optimize recruitment efforts in the future.
- The demographics of all employees and members who join MCGC;

Any actions taken, or programs instituted by MCGC, will not violate the CCC's regulations with respect to limitations on ownership or control, advertising, or other applicable laws and regulations.



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

William Francis Galvin  
Secretary of the  
Commonwealth

November 10, 2020

TO WHOM IT MAY CONCERN:

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

**MASS CANNABIS GROWERS COOPERATIVE LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 9, 2019.**

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: **DAVID JACKSON, BRANDON GATES, DAVID MAGER, PATTY GATES, MIRA GATES**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DAVID JACKSON, BRANDON GATES, DAVID MAGER, PATTY GATES, MIRA GATES**

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



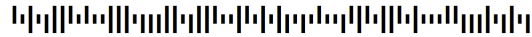
In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MASS CANNABIS GROWERS COOPERATIVE  
63 MAIN ST BLDG 3  
HATFIELD MA 01038-9702

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

The Commissioner of Revenue certifies that, as of the date of this certificate, MASS CANNABIS GROWERS COOPERATIVE, 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, 8:30 a.m. to 4:30 p.m..

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

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

# Mass Cannabis Growers Coop LLC

## BYLAWS

### Article I. General Provisions

#### I-1. Name

The name of this member-owned Cooperative shall be “Mass Cannabis Growers Coop LLC” referred to herein as the “Cooperative” or the “corporation”.

#### I-2. Purposes

The purposes of the Cooperative shall be to operate on a democratic member-controlled and cooperative basis, for the mutual benefit of the Cooperative’s Members, and to

- a. engage in the cultivation, harvesting, trimming, drying, packaging and wholesale distribution of cannabis and the manufacture and sale of cannabis-based products;
- b. do that which is necessary, appropriate, and proper for the accomplishment, furtherance of or incidental to these purposes which may lawfully be done by a corporation organized under General Laws of the Commonwealth of Massachusetts, and for the other purposes stated in the Articles.

The foregoing enumeration of purposes shall not be deemed to limit or restrict in any manner to powers of the Cooperative, or the enjoyment and exercise thereof, as conferred by the laws of the Commonwealth of Massachusetts upon corporations organized under General Laws.

#### I-3. Office

The registered office of the Cooperative shall be located at 62 Main St, Hatfield, MA 01038. The Cooperative may have offices in such other locations as may be deemed by the Board of Directors to be necessary or convenient to the transaction of business.

### Article II. Membership in the Cooperative

#### II-1. Definition

An applicant who meets all membership qualifications and who is approved by the Board of Directors may become a Member of the Cooperative. Only Members may hold Class A Voting stock and be entitled to vote. Membership shall continue from year to year for as long as an individual remains eligible for membership under these bylaws, unless the individual is terminated or resigns from the Cooperative.

#### II-2. Qualifications for Membership

Any natural person is eligible to become a Member of this Cooperative who:

- is a WORKER – that is, someone who provides the Cooperative personal labor on a fulltime or part-time basis, and who meets such other qualifications as may be prescribed by the Board of Directors from time to time;
- has been approved for membership by an action of the Board of Directors or its delegate;

- agrees to fully abide by the Cooperative's articles of incorporation, bylaws, policies, rules and regulations and executes a Member Agreement; and
- is an OWNER – that is, someone who purchases a membership share.

The Board of Directors or its delegate must approve all applications for membership. Any application for membership may be rejected at the sole and absolute discretion of the Board or its delegate. Membership and its rights and obligations become effective at the time the membership share is purchased.

### II-3. Membership Fee

There shall be no membership fee imposed on the Members, unless agreed to by a majority vote at a regular or special meeting of the Members.

### II-4. Membership Shares

Each applicant for membership shall purchase at least one membership share (one share of Class A Voting stock), representing 500 feet square of indoor canopy or 2,000 feet square of outdoor canopy which she/he will shall hold for as long as she/he remains a Member.

### II-5. Transfer of Membership Prohibited without the Approval of the Board of Directors

Membership in the Cooperative is non-transferable without the approval of the Board of Directors and is subject to a CORI check as per CCC regulations. Any attempt by a Member to transfer, sell or assign membership or a membership share without the approval of the Board and the requisite CORI check shall be void.

### II-6. Resignation of Member

Any Member may resign membership in the Cooperative by filing a written resignation with the Secretary, subject to acceptance by the Board of Directors or its delegate. Resignation shall not relieve the resigning Member of the obligation to pay any dues, assessments, or other charges accrued and due but unpaid. Upon a Member's resignation, the Cooperative shall redeem that resigned Member's membership share. A resigned member shall have the same status and rights as a terminated Member under these bylaws.

### II-7. Suspension or Termination of Member

The Board of Directors may either suspend a Member's rights as a Member or terminate Member status if the Board shall find, after notice and an opportunity given for the Member to be heard, that a Member has:

- ceased to be an eligible Member under these bylaws and policies established by the Board;
- ceased whether voluntarily or involuntarily providing personal labor, except for emergencies and temporary absences accepted and mutually agreed upon by the Cooperative and the Member;
- violated the Cooperative's articles of incorporation, bylaws, policies, rules or regulations;



- sold or otherwise transferred or attempted the transfer of membership or a membership share to any non-Member without permission of the Board and a CORI check; or
- violated the Membership Agreement or other agreement(s) made with the Cooperative, or for other good cause. Upon a member's termination, the Cooperative shall redeem that terminated Member's membership share as provided in these bylaws. A terminated Member may receive such payment(s) and redemption from her/his Member Capital Account for which they may be eligible, but shall not be entitled to any special redemptions of equity or other payments except as declared and made in the normal course of the Cooperative's business under these bylaws. Termination or suspension shall not relieve that Member of the obligation to pay any dues, assessments, or other charges accrued and due but unpaid.

Except as provided in these bylaws, a suspended or terminated Member shall have no rights or privileges resulting from any previous membership held, nor shall a suspended or terminated Member be entitled to vote or to otherwise have a voice in the managing the affairs of the Cooperative, other than the right to participate in accord with these bylaws if the Cooperative is dissolved.

#### II-8. Reinstatement of Member

Upon a written request signed by a suspended, terminated, or former Member and filed with the Secretary of the Cooperative, the Board of Directors may at its sole discretion reinstate Member status on such terms as the Board may deem appropriate. Upon a Member's reinstatement, that Member shall purchase a membership share, if one is not already issued to her/him.

#### II-9. Non-member Employees

The Cooperative may employ non-member employees, as approved by the Board of Directors or its delegate. Such employees may or may not seek to become Members of the Cooperative as they become eligible to do so. Non-member employees shall not have the rights of Members under these bylaws, and shall be informed of this fact at the time they are employed by the Cooperative. Non-member employees shall be able to attend any meeting of Members, or other decisional body open to Member attendance, and shall be able to express their views on any subject before the meeting, but may not vote.

### Article III. Meetings of Members

#### III-1. Annual Meeting

There shall be an annual general meeting of the Members of the Cooperative at a location convenient to the Members and generally noticed in writing by the Secretary at least 30 days in advance of the meeting. The purpose of the meeting shall be to elect Directors, report to Members of the operations and fiscal affairs of the Cooperative, and to transact such other business as may come before the Members. Unless otherwise scheduled, this meeting will be held on the first Friday in May of each year.

#### III-2. Annual Report



The Board shall issue an annual report to the Members on the business, financial condition, operations and status of the Cooperative. The report will be provided to the members at least one week in advance of the annual general meeting.

### III-3. Special Meetings

Special meetings of the Members of the Cooperative may be called at any time by order of the Board of Directors or upon the written request of at least twenty-five (25) percent of the number of Members in good standing to the Secretary, describing the purpose(s) for which it is to be held. The Board of Directors may designate the time and place for any special meeting.

### III-4. Notice of Meetings

Written notice of regular and special meetings of the Members shall be given to the Members at least ten (10) days prior to the date of the meeting. Notices shall, to the extent practicable, state the date, time and location of the meeting and the purpose(s) and nature of the business to be conducted at the meeting. No business shall be transacted at any special meeting other than that referred to in the notice of that meeting.

### III-5. Voting

Only a Member in good standing to whom a membership share has been validly issued may vote at any meeting of the Members. The Cooperative's list of Members shall determine who is entitled to vote at any meeting. Each Member shall be entitled to one vote on any issue. Voting shall be in person or by an individual Member's absentee ballot only, and not by proxy or otherwise.

### III-6. Member Quorum

The presence of at least three, or sixty percent (60%) of the then current number of Members of the Cooperative (whichever is the greater number of Members) shall constitute a quorum at any properly called annual or special meeting of Members. In the event the current Membership numbers less than four, one hundred percent (100%) shall constitute a quorum. Unless otherwise required by the Articles of Incorporation, these bylaws, or by applicable law, a vote of the majority of the Members present and voting thereon at a meeting at which a quorum is present shall determine the action of the Members.

### III-7. Adjournment.

If less than a quorum of Members is present, a majority of the Members present may vote to adjourn the meeting until further notice. The meeting may be convened following such adjournment if no earlier-present Members have departed and the participants have not disbursed, and if it is then determined that a quorum is now present. If the meeting participants have disbursed, no action may be taken until notice of a reconvened meeting has been given in accordance with these bylaws, and a quorum is present at such reconvened meeting.

### III-8. Rules

It is the intent of the Cooperative that meetings of the Members shall be conducted in a

manner that strives to obtain consensus agreement of the Members present to determine the action of the Members. Generally, consensus shall be sought using the processes outlined in Roberta's Rules of Order, Alice Collier Cochran, Jossey-Bass 2004. When dealing with decisions regarding proposed actions that can't be resolved by consensus, or that need documentation for legal reasons, the meeting shall be governed by Robert's Rules of Order Newly Revised, 10th edition (2000), and as these rules may be changed or amended from time to time thereafter.

#### Article IV. Directors and Officers

##### IV-1. Number and Qualification of Directors

There shall be a Board of Directors comprised of Members providing governance to the Cooperative. The principal duties of the Board shall include convening and running the annual general meeting of the Members, and representing the Cooperative, and acting on behalf of the Members when needed. The Board shall be comprised of no less than five and no more than nine Members, and shall be duly elected by the Members of the Cooperative.

The Board may appoint persons who are not Members of the Cooperative to become an Outside Director of the Cooperative. The terms and conditions of such a directorship shall be specified by the Board, and the appointment shall be for the sole purpose of fulfilling the requirements of the Cooperative's Articles of Incorporation.

##### IV-2. Nomination and Election of Directors

After the initial two years of operation and for each year thereafter, at the annual general meeting of the Cooperative, the Members shall elect Directors from among their number in order to provide a Board of Directors that meets the requirements of this article. Nominations of eligible candidates may come from any Member. To be eligible, candidates must be Members in good standing of the Cooperative. Election shall be by majority vote of the Members, with each Member share counting as one vote.

Following the completion of these initial terms, successor Directors shall each be elected to serve terms of three years.

##### IV-3. Election of Officers

On the third year and every three years thereafter, at the annual general meeting of the Cooperative, the Directors shall elect from among their number the following Officers of the Cooperative;

- a. President
- b. Vice-President
- c. Secretary
- d. Treasurer

##### IV-4. Removal of Officers

Any Officer may be removed from her/his position as an Officer at any time by a majority vote of the Board of Directors, when in its judgment the interests of the Cooperative would be served thereby. Any Officer so removed would retain her/his position as a Director.

##### IV-5. Vacancies

Whenever a vacancy occurs in the Board of Directors, other than from the expiration of a term of office, the remaining Directors shall appoint a qualified Member to fill the vacancy until the next regular annual meeting of the Members, at which time an election will be held to fill the vacancy. The term of any Director elected for the purpose of replacing a vacating Director, will be for the same year or years that were remaining in the vacating Director's term.

#### IV-6. Regular Board Meetings

Regular meetings of the Board of Directors shall be quarterly, and at such other times and at such places as the Board may determine. Unless closed pursuant to the Board's policy, all Board meetings shall be open to attendance by any and all Members and Advisors.

Board meetings may be conducted by telephone conference call or other electronic means provided that a reasonable attempt has been made to reach all Directors, a quorum is present, and technical arrangements permit all persons participating to hear one another at the same time. Such participation shall constitute presence in person at the meeting.

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board consent thereto in writing, and such writing is filed with the minutes of the proceedings of the Board.

#### IV-7. Special Board Meetings

A special meeting of the Board of Directors shall be held whenever called by the President or by a majority of the number of Directors. Only the business specified in the written notice shall be transacted at a special meeting. Each call for a special meeting shall be in writing. It shall outline the purpose of the meeting, be signed by the person or persons calling the meeting, be addressed and delivered to the Secretary, and state the time and place of such meeting.

#### IV-8. Notice of Board Meetings

Notice of each regular meeting or special meeting of the Board of Directors shall be given to each Director by, or under the supervision of, the Secretary not less than one week prior to the time of the meeting. Notices can be oral, written, or electronic in form. Any Director may waive such notice in writing, and her/his appearance at said meeting as evidenced by the minutes of the meeting shall automatically constitute a waiver of notice.

#### IV-9. Board Quorum/Board Action

The presence of at least sixty percent (60%) of the then current number of Directors of the Cooperative shall constitute a quorum at any properly called regular or special meeting of the Directors. Unless otherwise required by the Articles of Incorporation, these bylaws, or by applicable law, a vote of the majority of the Directors present and voting thereon at a meeting at which a quorum is present shall determine the action of the Directors.

#### IV-10. Rules

Meetings of the Board of Directors shall be conducted in a manner that strives to obtain consensus agreement of the Members present to determine the action of the Directors.

Generally, consensus shall be sought using the processes outlined in Roberta's Rules of Order, Alice Collier Cochran, Jossey-Bass 2004. When dealing with decisions regarding proposed

actions that can't be resolved by consensus, or that need documentation for legal reasons, the meeting shall be governed by Robert's Rules of Order Newly Revised, 10th edition (2000), and as these rules may be changed or amended from time to time thereafter.

#### IV-11. Reimbursement and Compensation

While any Director who is also an employee of the cooperative shall be entitled to compensation at their normal hourly or salaried rate for time spent working on behalf of the Board of Directors, the Cooperative shall not offer any additional compensation to an employee due to their status as a Director. An exception to this is that the Director will have the free use of one 500 ft<sup>2</sup> indoor or one 2,000 ft<sup>2</sup> outdoor growing pod in which to cultivate, harvest, dry and sell at wholesale cannabis. The Cooperative shall reimburse Directors for all reasonable expenses incurred in carrying out their duties and responsibilities as Directors, subject to budget limitations.

#### IV-12. Removal of Directors

Whenever any Director fails to meet the qualifications as described in IV-2 of this article, fails to satisfactorily perform her/his duties, fails to attend three (3) consecutive Board meetings either regular or special without just and reasonable cause, or for other just cause when removal is deemed by a majority of the Board (without counting the Director under consideration for removal) to be in the best interests of the Cooperative, and provided that notice and an opportunity for the Director to be heard has been given in accordance with these bylaws, then it shall be the duty of the Board to remove said Director by a majority vote of the Board and to fill the vacancy in accordance with IV-5 of this article.

Members, through a petition noting the charges and signed by at least fifty (50) percent of the number of Member shares, may request the removal of any member of the Board. Such Director shall be notified in writing of the charges and be given an opportunity to be heard at a meeting of the Members. Removal of a Director by Member petition shall require a vote of more than fifty (50) percent of the number of Members shares voting at a meeting called for this purpose.

#### IV-13. Board of Advisors

The Board of Directors may appoint individuals from time to time to serve as volunteer advisors to the Cooperative, providing technical and policy guidance. Advisors need not be Members, and shall not be compensated for their role. Advisors shall be sought out for their knowledge and experience as needed, and shall have no authority to vote or to otherwise act on behalf of the Cooperative. The Board of Advisors shall be the name of the group of individuals so selected, which will remain an informal body associated with the business of the Cooperative.

### Article V. Duties of Directors

#### V-1. General Powers and Management of Business

The Board of Directors shall:

- have general supervision and control of the business and the affairs of the Cooperative;
- have the authority to hire a manager;
- keep itself informed of and periodically review the operations of the Cooperative;

- provide for the payment of the reasonable and necessary expenses of the Cooperative;
- establish the future direction of the Cooperative through planning, and annually report on this to the Members; and
- make all rules, policies, and regulations consistent with applicable laws, the articles of incorporation or these bylaws for the management of the business and the mutual benefit and guidance of the Members, employees and agents of the Cooperative.

#### V-2. Employment of General Manager

The Board of Directors shall have the power to employ, define duties, fix compensation, and dismiss a manager with or without cause at any time. The Board shall authorize the employment of such other employees, agents, and counsel as it deems necessary or advisable from time to time. The manager shall have charge of the ordinary and usual business of the Cooperative, under the supervision of the Board of Directors, and shall perform such other duties and exercise such authority as the Board may vest in the manager from time to time.

#### V-3. Bonds and Insurance

The Board of Directors may require the manager and all other officers, agents, workers and employees charged by the Cooperative with the responsibility for the custody of any of its funds or negotiable instruments to give an adequate bond. Such bonds, unless cash security is given, shall be furnished by a responsible bonding company, and approved by the Board of Directors; and the cost thereof shall be paid by the Cooperative. The Board of Directors shall provide for adequate insurance of Cooperative property, or property in the possession of or stored by the Cooperative and not otherwise adequately insured, and in addition, adequate insurance covering general liability, liability for injury and accidents to workers or employees and the public, director and officer liability insurance and such other insurance as the Board shall deem necessary and prudent.

#### V-4. Accounting System and Audits

The Board of Directors shall cause to be installed an accounting and records system which shall be adequate to meet the requirements of the business and shall require proper records to be kept of all business transactions.

The Board of Directors shall cause an audit of the Cooperative's books and records to be performed at least bi-annually or at such other times as the Board may establish, by such person(s) as the Board shall vest with this responsibility. All audit findings shall be reported to the Board, which shall ensure that any required actions are promptly taken. A summary of these audit findings and any actions taken shall be reported to the Members.

#### V-5. Depository

The Board of Directors shall select one or more banks to act as depositories for the funds of the Cooperative, determine the manner of receiving, depositing, and disbursing the funds of the Cooperative, and establish the form of checks and authorize the person(s) by whom they shall be signed. The Board shall reserve the power to change at will such banks and the person(s) signing checks, and shall ensure that appropriate security procedures are established to safeguard access to depository funds.

#### V-6. Executive Committee and Other Committees

The Board may at its discretion appoint from its own number an Executive Committee of no more than five (5) Directors, and determine their tenure of office, powers and duties. The Board may delegate to the Executive Committee all or any stated portion of the functions and powers of the Board, subject to the general direction, approval, and control of the Board. The Board may at its discretion establish such other committees and vest them with such powers and duties as the Board deems appropriate.

#### V-7. Signatory Authority

Unless otherwise stated in these bylaws, the President shall have general signatory power and authority to execute all instruments and writings of whatever kind on behalf of the Cooperative, including but not limited to: checks and drafts, negotiable instruments, contracts and agreements, deeds and leases, tax returns, applications for loans or grants and all related documentation, loan agreements, promissory notes and mortgages and other documents granting security therefor.

The Board of Directors may authorize any Officer(s), the manager, employees, agents or others to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Cooperative, and such authority may be general or confined to specific business.

#### V-8. Lines of Credit and Loans

No loans or lines of credit shall be contracted on behalf of the Cooperative and no evidence of indebtedness or pledge or mortgage of Cooperative property shall be issued in its name unless authorized by a resolution of the Board of Directors and approved by a majority vote of the Members. Such authority may be general or confined to specific instances.

#### Article VI. Duties of Officers

##### VI-1. Duties of the Executive Director

The Executive Director shall:

- a. preside over all Board meetings and Member meetings of the Cooperative, unless another person is designated by the Board to do so;
- b. call special meetings of the Board of Directors;
- c. appoint such committees as the Board of Directors may deem advisable for the proper conduct of the Cooperative;
- d. ensure that all orders and resolutions of the Board are put into effect;
- e. perform all acts and duties usually performed by a presiding officer; and
- f. have such authority and perform such acts and duties as may be prescribed by the Board from time to time.

##### VI-2. Duties of the President

In the absence or disability of the Executive Director, the President shall perform the duties of the Executive Director. However, in case of the death, resignation, or disability of the Executive Director, the Board of Directors shall have the prerogative to declare the office vacant and elect any eligible person as President. President shall have such authority and perform such other acts

and duties as may be prescribed by the President or the Board from time to time.

#### VI-3. Duties of the Secretary

The Secretary shall be the Clerk of the Cooperative, and shall keep a complete record of all meetings of the Cooperative Members and of the Board of Directors, and shall have general charge and supervision of the books and records of the Cooperative.

The Secretary shall sign papers pertaining to the Cooperative as authorized or directed by the Board of Directors. The Secretary shall serve all notices required by law and by these bylaws, and shall make a full report of all matters and business pertaining to the office and operation of the business to the Members at the annual general meeting. The Secretary shall keep all Member records; shall make all reports required by law; and shall have such authority and perform such other duties as may be required by the Cooperative or prescribed by the Executive Director or the Board of Directors.

Upon the election of a successor, the Secretary shall promptly turn over to the successor all books, records, and other property belonging to the Cooperative.

#### VI-4. Duties of the Treasurer

The Treasurer shall be responsible for the custody, keeping and disbursing of all monies, funds, accounts, bank accounts and other financial assets of the Cooperative, and shall keep full and accurate records and books of account for Members and for all transactions of the Cooperative. The Treasurer shall make such reports as may be required, and shall make a full report of all financial matters and the financial condition of the Cooperative to the Members at the annual general meeting. The Treasurer shall have the authority and perform such duties with respect to the finances of the Cooperative as may be prescribed by the Executive Director or the Board of Directors.

Upon the election of a successor, the Treasurer shall promptly turn over to the successor all monies, financial assets, property, books, record and documents pertaining to his/her office or belonging to the Cooperative.

### Article VII. Financial Operations

VII-1. The Cooperative shall at all times be operated on a cooperative basis and in a prudent manner for the mutual benefit of the Members. The Cooperative may accumulate only such capital, reserves and other financial assets as are determined by the Board of Directors to be necessary and prudent to the ongoing operation of the Cooperative's business.

#### VII-2. Capital Plan

The Cooperative shall establish a Capital Account for each Member and shall record each Member's contribution of capital to her/his account. The Board of Directors shall adopt a Capital Plan as part of its annual budgeting and forecasting activities, to establish and maintain capital sufficient to support the Cooperative's facilities and real property owned by the Cooperative.

#### VII-3. Net Earnings

After the end of each fiscal year, the Board shall determine the net earnings of the Cooperative for the year. This determination will be made in accordance with generally accepted business principles and practices, or otherwise as the Board may direct upon the advice of the Cooperative's accountant or other professional advisor. In determining the amount of net earnings, the Board shall allow for the use of earnings retained to maintain reserve accounts and for other prudent uses of internally generated funds. The Board shall then set aside the net earnings, if any, designating the amount for Member Dividends. The Board may set aside as unallocated surplus or reserves so much of the Cooperative's net earnings as may be deemed reasonable reserves for the necessary purposes of the Cooperative in accord with the Capital Plan.

#### VII-4. Member Dividends

If available, Member Dividends (patronage distributions) may be declared and paid from net earnings (net margin) at the end of each fiscal year, as required in these bylaws. Each year, the Cooperative shall account for and pay on a patronage basis to all Members a portion of the Cooperative's remaining net earnings (net margin) after paying all costs, making reasonable additions to capital and reserves, and redeeming capital credits. The amount of patronage dividends, if any, shall be determined at the sole discretion of the Board.

All Members shall be treated equitably, and patronage refunds, if any, shall be paid in proportion to and based on the volume or value of the services provided by each Member to the Cooperative during the year in question, to be calculated under the Operating Rules of the Cooperative, or based on such other equitable method as is established by the Board. Patronage refunds to Members shall be paid in cash or the equivalent or by an appropriate credit to a Member's Capital Account or in both forms of distribution, as may be determined by the Board from time to time.

Declaration and Notice of Patronage. The Cooperative shall, within eight and one-half (8 1/2) months after the close of each fiscal year, declare and pay any available patronage refund as required by these bylaws and shall notify each Member thereof.

The patronage notice shall be in the form of a written notice of allocation or a per-unit retains certificate (as those terms are used in Subchapter T of the Internal Revenue Code) or other appropriate document. The Board shall have full discretion to issue such notices and certificates in either "qualified" or "nonqualified" form, as permitted by the Internal Revenue Code and other applicable law.

#### VII-5. Capital Contributions

Each Member of the Cooperative shall provide capital in such amount(s) as shall be established by the Board of Directors from time to time, according to the Capital Plan adopted by the board. Capital requirements of Members shall be determined equitably, based on the value of services provided by each Member to the Cooperative, or based on such other equitable method as established in the Capital Plan. Such amounts will be allocated to the Member's Capital Account. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year, the amount of capital, if any, furnished by each



Member is clearly reflected and credited in an appropriate record to the capital account of each Member.

#### VII-6. Dividends

No dividends or interest shall be paid on Member Capital Accounts.

#### VII-7. Lien for Sums Owed

The Cooperative shall have a first priority lien on each Member's Capital Account and any other assets held for the Member by the Cooperative for any sums owed to the Cooperative by such Member. Board may authorize the Cooperative to set off any amount owed by the Member against such assets at any time after it is due and remains unpaid. Any debt to the Cooperative shall be satisfied first before retiring any sums from a Member's Capital Account or other Member asset.

#### VII-8. Member Equity and Redemption

**Class A Voting Common Stock.** Members who meet membership requirements shall purchase one (1) share of Class A Voting Common Stock, also called Membership Shares, having no par value, and an initial book value of \$5.00, or such book value as shall be established by the board of directors from time to time. The Board of Directors shall establish the number of Class A shares authorized to be outstanding at any one time. The record owner of Class A Voting Common Stock shall be as it appears on the books and records of the Cooperative, and such record owner shall be entitled to only one vote on any matter before Members for a vote. Ownership of Class A Voting Stock is restricted to Members of the Cooperative, and such shares may not be assigned, sold or otherwise transferred by the record owner, whether voluntarily or involuntarily or by operation of law or otherwise, except by action of the Cooperative, which shall act as the transfer agent for all transfers of shares. Upon the termination or withdrawal from Membership of the record owner, his/her Class A Voting Stock shall be retired immediately at par value by the Cooperative's Board of Directors. No dividends shall be paid on shares of Class A Voting Stock. All Class A Voting Shares shall be valued equally and shall have equal benefits and rights.

**Class B Non-voting Preferred Stock.** The Cooperative may issue Class B Non-voting Preferred investment stock, under a plan to be adopted by the Board of Directors, which plan shall include; (a) determining a suitable book value and share price prior to issuance, and (b) compliance with applicable securities laws in the method of offering and selling such shares. Class B Non-voting Preferred stock may be owned by any member or non-member wishing to provide capital to the Cooperative. The Board of Directors shall establish the number of shares of Class B stock authorized to be outstanding at any one time. The record owner of Class B Non-voting Stock shall be as it appears on the books and records of the Cooperative, and such record owner shall not be entitled to vote on any matter before Members for a vote. Ownership of Class B Non-voting Stock is restricted to record owners as it appears on the books and records of the Cooperative, and such shares may not be assigned, sold or otherwise transferred by the record owner, whether voluntarily or involuntarily or by operation of law or otherwise, except by action of the Cooperative, which shall act as the transfer agent for all

transfers of shares. Class B Non-voting Stock may be retired by independent action of the Board or upon request of the record holder at the discretion of Cooperative's board of directors, provided that the Board determines that such retirement shall not have a material adverse financial affect on the fiscal soundness of the Cooperative. Dividends paid on shares of Class B Non-voting Stock shall be non-cumulative, and may be declared solely at the discretion of the Board. Dividends shall be paid in accordance with the terms by which the shares were issued, and the amount of such dividends shall not exceed eight percent (8%) per year based on the book value of the shares, unless otherwise authorized by the Board. All Class B shares will be offered for sale and sold in accord with applicable securities laws.

**Class C Non-voting Preferred Stock.** The Cooperative may issue Class C Non-voting Preferred investment stock, under a plan to be adopted by the Board of Directors, which plan shall include; (a) determining a suitable book value and share price prior to issuance, and (b) compliance with applicable securities laws in the method of offering and selling such shares. Class C Non-voting Preferred stock may be owned by any member or non-member wishing to provide capital to the Cooperative. The Board of Directors shall establish the number of shares of Class C stock authorized to be outstanding at any one time. The record owner of Class C Non-voting Stock shall be as it appears on the books and records of the Cooperative, and such record owner shall not be entitled to vote on any matter before Members for a vote. Ownership of Class C Non-voting Stock is restricted to record owners as it appears on the books and records of the Cooperative, and such shares may not be assigned, sold or otherwise transferred by the record owner, whether voluntarily or involuntarily or by operation of law or otherwise, except by action of the Cooperative, which shall act as the transfer agent for all transfers of shares. Class C Non-voting Stock may be retired by independent action of the Board or upon request of the record holder at the discretion of Cooperative's board of directors, provided that the Board determines that such retirement shall not have a material adverse financial affect on the fiscal soundness of the Cooperative. Dividends paid on shares of Class C Non-voting Stock shall be non-cumulative, and may be declared solely at the discretion of the Board. Dividends shall be paid in accordance with the terms by which the shares were issued, and the amount of such dividends shall not exceed eight percent (8%) per year based on the book value of the shares, unless otherwise authorized by the Board. All Class C shares will be offered for sale and sold in accord with applicable securities laws.

**Internal Capital Accounts.** The Cooperative shall have a system of Internal Capital Accounts as equity accounts to reflect its net worth, to reflect the allocation of net worth among the Members and Class B and Class C Shareholders, and to determine the redemption value of Membership Shares, Class B and Class C Shares, and Patronage Refunds. Internal Capital Accounts shall consist of Member Capital Accounts, a Retained Earnings Account, and any Class B and Class C Shareholder Accounts and such other equity accounts as the Board may establish from time to time. The sum of the balances of the Internal Capital Accounts is the net worth of the Cooperative.

The Cooperative shall maintain a Member Capital Account for each Member, and shall record each capital contribution by each Member to such account. The Cooperative may credit other

payments and sums due to the Member to this account, as provided for in these bylaws. No dividends or interest shall be paid on Member Capital Accounts.

**Regular Redemption.** If at any time the Board of Directors determines that the sound financial condition and prudent operation of the Cooperative and the Capital Plan will not be impaired thereby, the capital credited to Members' Capital Accounts may be redeemed in whole or in part and may be paid to Members in any manner allowed by law. Any redemption of equity to Members is the sole and exclusive prerogative of the Board. A Member whose membership is terminated, whether voluntarily or involuntarily, shall not be entitled to any special redemption of equity beyond any regular redemption of equity that may be determined by the Board from time to time.

**Discretionary Special Redemptions.** Notwithstanding any other provision of these bylaws, the Board of Directors, in its sole and absolute discretion, shall have the power to retire any capital credited to Members' capital accounts on such terms and conditions as may be agreed upon by the parties in any instance, provided that the interests of the Cooperative and its Members are deemed to be furthered thereby and funds are determined by the Board to be available for such purposes.

#### VII-9. Losses

**Patronage Losses.** If the Cooperative suffers a loss during any year ("patronage loss"), such loss may be apportioned among the Members during the year of loss so that such loss will, to the extent practicable, be borne by those who are Members in the loss year on an equitable basis.

The Board shall have full authority to prescribe the basis on which capital furnished by Members may be reduced, or how such patronage loss will otherwise be equitably apportioned among the Members. In the event of a patronage loss in one or more departments or divisions of operation of this Cooperative, but not so much as to cause an overall loss for the fiscal year, such loss or losses may be prorated against each of the remaining profitable departments or divisions on the basis of their respective percentage of the net earnings (net margin) during the fiscal year.

**No Member Liability or Assessment.** No Member of this Cooperative shall be liable for any debt or loss of the Cooperative. The Board of Directors shall have no authority to make assessments against Members for operating money or to cover losses incurred by the Cooperative. This section shall not be construed to deprive the Cooperative of the right to carry backward or forward losses from any source whatsoever in accordance with the Internal Revenue Code, state tax statutes or other applicable laws.

#### VII-10. Fiscal Year.

The fiscal year of the Cooperative shall commence on the first day of January and end on the last day of December.

#### Article VIII. Consent To Patronage Distributions

Each person who applies for and is accepted as a Member in the Cooperative, and each Member of this Cooperative on and after the effective date of this bylaw who continues as a Member after that effective date, by such act alone:

(a) Gives a continuing consent to the amount of any distributions with respect to patronage occurring after the effective date of this bylaw, which are:

(i) made in qualified written notices of allocation or qualified per-unit retain certificates (as defined in 26 U.S.C. 1388), and

(ii) received by him/her from the Cooperative; and

(b) Makes a continuing agreement to take into account such distributions with respect to patronage received from the Cooperative:

(i) at their stated dollar amounts,

(ii) in the manner provided in 26 U.S.C. 1385(a), and

(iii) in the taxable year in which such written notices of allocation and per-unit retain certificates are received by him/her.

Written notification of the adoption of this Article, a statement of its significance, and a copy of the provision shall be given separately to each Member and prospective Member before accepting membership in the Cooperative.

#### Article IX. Miscellaneous Provisions

##### IX-1. Dissolution and Property Interest of Members

In addition to a majority consenting vote of the non-member employees who have been with the cooperative for at least one year, a unanimous vote of the Members of the Cooperative at any regular or special meeting of Members, at which a quorum is present and notice of the dissolution vote has been given in the notice of meeting, shall be required to dissolve the Cooperative. In the event of liquidation, dissolution, or ending the affairs of the Cooperative, whether voluntary or involuntary, after paying or providing for the payment of all debts as provided by law, the holders of written notices of allocation will be entitled to receive an amount in cash equal to the stated amount of such written notices of allocation. The holders of written notices of allocation shall not be entitled to receive any further distributions with respect to such interests.

Thereafter, each Member will be entitled to receive an amount in cash equal to each of the following in this order:

- a. the payment of any unpaid sums in their capital account;
- b. the return of the amount paid for membership fees, if any; and
- c. the return of any capital contributions actually made.

All of the remaining balance of the assets of the Cooperative will be distributed among Members on an equitable basis on the value of business done with the Cooperative during the ten fiscal years immediately preceding dissolution, as shown by the books and records of the Cooperative, or by such other equitable method as the Board may determine at that time. No distribution need be made to any person who fails to acknowledge the receipt of notice of

liquidation in a timely manner. Said notice shall be deemed sufficient if sent by certified mail (at least 30 days before distribution of any residual assets) to the person's last known business or residence address.

#### IX-2. Indemnification

Indemnification. The Cooperative shall indemnify to the fullest extent possible permitted by applicable law any Director, Officer, Member, employee, or agent who was or is a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she was a director, officer, employee, or agent of this Cooperative. Indemnification shall be for expenses (including attorney fees), judgments, fines, penalties and amounts paid in settlement of suits or claims that are actually and reasonably incurred by him or her in connection with such action, suit or proceeding, PROVIDED THAT he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Cooperative, and with respect to any criminal action, had no reasonable cause to believe his or her conduct was unlawful.

Advance for Expenses. Upon a finding by the Board of Directors that there is a reasonable likelihood of indemnification, the Board may advance to a person to be indemnified the amount of his or her reasonable expenses incurred in defending any then pending action, suit or proceeding, PROVIDED THAT such person to be indemnified submits a written application for the advance of expenses which certifies therein, including the factual basis for such certification, that their conduct is reasonably likely to be indemnifiable hereunder and agrees to repay such sums advanced if their conduct is not indemnifiable hereunder, and PROVIDED FURTHER that legal counsel for the Cooperative concurs in the Board's finding of a reasonable likelihood of indemnification for such person.

Non-exclusive. This indemnification bylaw shall not be deemed to exclude any other rights to indemnification to which those seeking indemnification may be entitled under any applicable law, insurance or other agreement.

Insurance. The Cooperative shall purchase indemnification insurance coverage consistent with this bylaw, except to the extent that the cost thereof may be deemed by the Board to be fiscally prohibitive.

#### IX-3. Amendments

If notice and the text of the bylaw change has been given in the notice of meeting, these bylaws may be altered, amended, repealed, or new bylaws adopted only after:

- approval by the Board of Directors at any regular or special meeting of the Board at which a quorum is present by the affirmative vote of a majority of the Directors present; and thereafter
- approval by the Members at any regular or special meeting of Members at which a quorum is present by the affirmative vote of a majority of the Members present.

#### IX-4. Cooperative Policies and Other Operating Rules

Written Cooperative policies and operating rules, separate from these bylaws, may be established by the Board of Directors or the Members from time to time to guide and govern the daily operation of the Cooperative. These policies and operating rules may be added to, amended, or repealed at any meeting of the Board of Directors or of the Members at which a quorum is present. Once adopted, they shall be binding on all Members unless inconsistent with the law, these bylaws, or other applicable law or agreements. A current copy of the Cooperative's policies and operating rules shall be maintained by the Secretary, shall be posted in a conspicuous place in the Cooperative's facilities, and shall be available for inspection by any Member requesting a copy.

=====

We the undersigned, being the current members of the Mass Cannabis Growers Coop, do hereby assent to the foregoing bylaws and do adopt the same as the bylaws of this Cooperative thereby revoking all previously adopted bylaws; and in witness whereof, we have hereunto subscribed our names this 25th day of March, 2020.

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Brandon Gates

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David Mager

---

Miira Gates

---

Dave Jackson

---

Patty Gates



**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:** 001392126

**1. The exact name of the limited liability company is:** MASS CANNABIS GROWERS COOPERATIVE LLC

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

No. and Street: 62 MAIN STREET BUILDING 3  
PO BOX 704  
 City or Town: HATFIELD State: MA Zip: 01038 Country: USA

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

No. and Street: 62 MAIN STREET BUILDING 3  
PO BOX 704  
 City or Town: HATFIELD State: MA Zip: 01038 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 WITH THE CANNABIS CONTROL COMMISSION.

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

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

Name: PETER MCAVOY  
 No. and Street: 20 JEWETT LANE  
 City or Town: SOUTH HADLEY State: MA Zip: 01075 Country: USA

**I, PETER MCAVOY 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAVID JACKSON	75 RIVER RD S. DEERFIELD, MA 01373 USA
MANAGER	BRANDON GATES	11 PICARD CIRCLE EASTHAMPTON, MA 01027 USA
MANAGER	DAVID MAGER	63 MAIN ST BLDING 3 HATFIELD, MA 01038 USA
MANAGER	PATTY GATES	11 PICARD CIRCLE EASTHAMPTON, MA 01027 USA

MANAGER

MIRA GATES

11 PICARD CIRCLE  
EASTHAMPTON, MA 01027 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
SOC SIGNATORY	DAVID MAGER	63 MAIN ST BLDING 3 HATFIELD, MA 01038 USA

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

<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	BRANDON GATES	11 PICARD CIRCLE EASTHAMPTON, MA 01027 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of July, 2019,**  
**PETER MCAVOY**

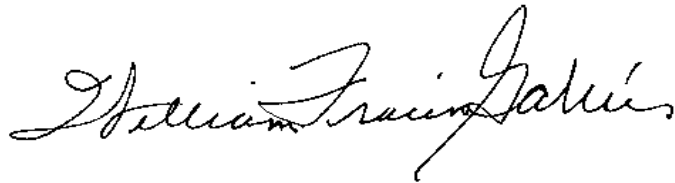
*(The certificate must be signed by the person forming the LLC.)*



THE COMMONWEALTH OF MASSACHUSETTS

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

July 09, 2019 04:19 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*

**Massachusetts Business Information**  
**ATTESTATION OF INABILITY TO OBTAIN CERTIFICATE OF GOOD STANDING**  
**FROM DEPT OF UNEMPLOYMENT ASSISTANCE PRIOR TO HIRING**  
**EMPLOYEES**

**Mass Cannabis Growers Cooperative, LLC**

I hereby attest that Mass Cannabis Growers Cooperative (“MCGC”) has yet to hire any employees as of January 25, 2021. As such, MCGC is unable to register with the Massachusetts Department of Unemployment Assistance in order to provide a Certificate of Good Standing (Compliance).

MCGC will register with the Department of Unemployment Assistance in order to obtain this documentation upon commencement of hiring employees.

Sincerely,



---

Brandon Gates  
Mass Cannabis Growers Coop LLC  
CEO and Person with Direct Authority

# Mass Cannabis Growers Coop

Under the Commonwealth of Massachusetts' new laws for recreational marijuana (CMR 935:500) a provision was made for the licensing of Craft Marijuana Cooperatives. Under a single coop license, the coop could have up to 100,000 square feet of indoor or outdoor mature canopy with the ability to harvest, dry, cure, package, make extracts & edibles, brand and sell to licensed Marijuana Establishment retailers within the Commonwealth.

Mass Cannabis Growers Coop LLC has secured 20,000 ft<sup>2</sup> of indoor grow space in Holyoke and 20,000 ft<sup>2</sup> of outdoor grow space in Leverett and is in the fundraising and host community agreement phase of the licensing application. The Coop was created to empower Massachusetts' residents who are craft and master growers to legally monetize their cannabis output and earn a good living while doing so. At the same time it allows larger growers and their investors, who might have been shut out of the retail marijuana establishment licensing process in the Commonwealth due to the \$1million+ entry costs, to become members and create multi million grow/production operations under the Coop's license.

Based upon our existing indoor grow techniques and technology, and our proprietary strains, we have the ability to grow over 1 pound (454 grams) of cannabis bud and sugar leaf/trim (2:1 weight ratio) for every ten square foot of canopy per year. Two of our aromatic strains have lab1 verified THC content of 24%. At \$6 per gram for bud and \$1.50 for sugar leaf trim, gross annual coop revenues could be over \$20 million.

The Coop is structured wherein each applicant can become a member and lease one or multiples of 500ft<sup>2</sup> indoor plots and/or 2,000 ft<sup>2</sup> outdoor plots, for a one time membership fee of \$10,000 and annual leases of \$1/ft<sup>2</sup>-month for indoor and \$1,000/2,000 ft<sup>2</sup>-year for secure outdoor plots. Members can also lease the grow hardware or purchase turn-key growing pods. All the cannabis and cannabis by-products are

sold by the Coop to licensed extract and edible manufacturers, distributors and licensed marijuana retail establishments for which the member/grower receives 80% of the dollar value their entire cured crop brings in wholesale. The Coop supplies the clones, manages compliance, manages and markets the brand, provides bookkeeping and security, brokers the sale and transports the product to the licensed retailer.

There is an opportunity for in and out-of-state investors to invest through the purchase of buildings and equipment, including turn-key grow pods, or grow lights and carbon dioxide extraction equipment for making oils & daubs, with their return-on-investment (ROI) provided through the member monthly payments.

### Management Team

The Coop's Chair, CEO and Executive Director is Brandon Gates. Brandon is a Massachusetts borne and raised 38 year old master cannabis grower who, at 18, apprenticed in Vancouver BC where he learned large-scale automated hydroponics. Relocating to California he worked 40 hours per week managing a 14 person trimming and harvesting crew, managed 500 mature plant plots and participated in the country's first medical marijuana program. He then moved to Colorado and worked in the first legal retail recreational cannabis environment. In 2016 he designed the genetic library for and helped create the recreational cannabis company RNW Agriculture in Bellingham, WA

President, Chief Technology Officer and the person in charge of compliance is David Mager. He was one of the organizers of the first Earth Day and since that time has worked in the environmental sustainability arena with over 350 Fortune 500 and socially responsible companies as well as consulting to the cannabis industry in California. David, a scientist and inventor, is an ISO 9000 Total Quality Management lead auditor, expert in lighting and pioneer in Controlled Environment Agriculture indoor growing where he grew produce indoors under artificial lights in the winter in the Northeast with less energy per pound than it takes to grow outdoor produce in California, harvest it, put it on a refrigerated truck and ship it to the

Northeast. David is an author of Street Smart Sustainability and was an advisor on President Obama's USDA Transition Team.

The Chief Operating Officer is Dave Jackson. Dave owned the longest continuously operating organic CSA (Community Supported Agriculture ) in Massachusetts - Enterprise Farms for 25 years and sold fresh organic produce delivered to Harvard and to all Whole Foods in the Northeast corridor. Dave has been a member of several organic produce grower cooperatives. Dave is now production manager of Mannheim Farm, a 400 acre year-round, specialty vegetable operation.

Miira Gates, wife of Brandon, is an environmental scientist who is a Project Manager for Pioneer Valley Solar, the Valley's premier solar installer. She has held municipal positions in water and energy conservation in Colorado and California.

Patricia Gates, mother of Brandon, is a licensed massage therapist with expert interpersonal skills. She will manage the Company's Human Resources at the outset.

These five comprise the management team and the initial Board of Directors. On the one year anniversary, the members, in proportion to their percent ownership of the Coop, will elect one new board member from the Coop membership and the following year will elect another. The Coop has modeled its Coop Operating Agreement on that of Ocean Spray, one of the most successful grower cooperatives in the USA.

The following is excerpted from The Mass Cannabis Growers Cooperative, LLC Business Plan and investor or potential member Powerpoint presentation:

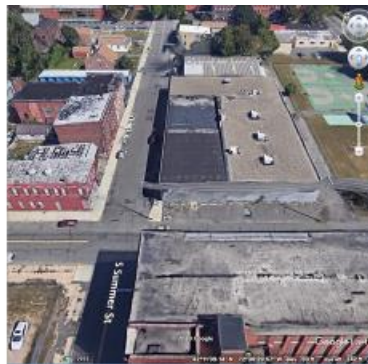
**First Location**  
**22,000 ft2 Optioned**  
**In Holyoke, MA**  
**@11 Jackson St.**

**Note – 100,000 ft2 canopy =~150,000 ft2 of building**

11 Jackson St  
Holyoke

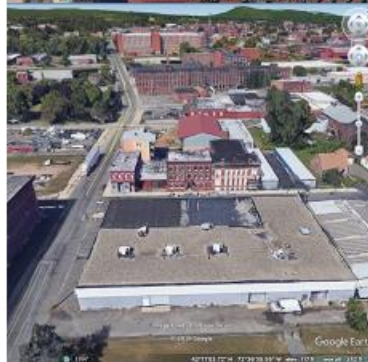


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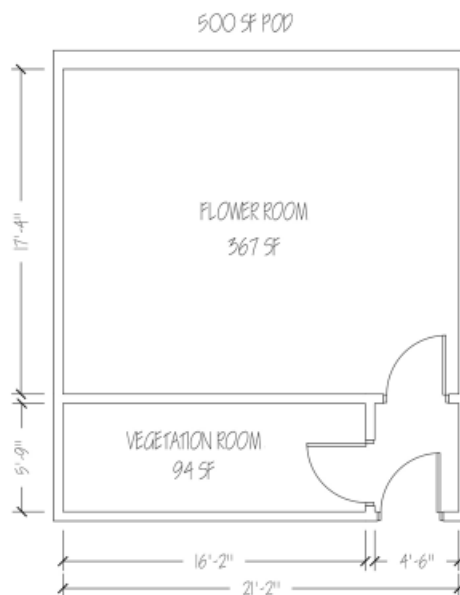
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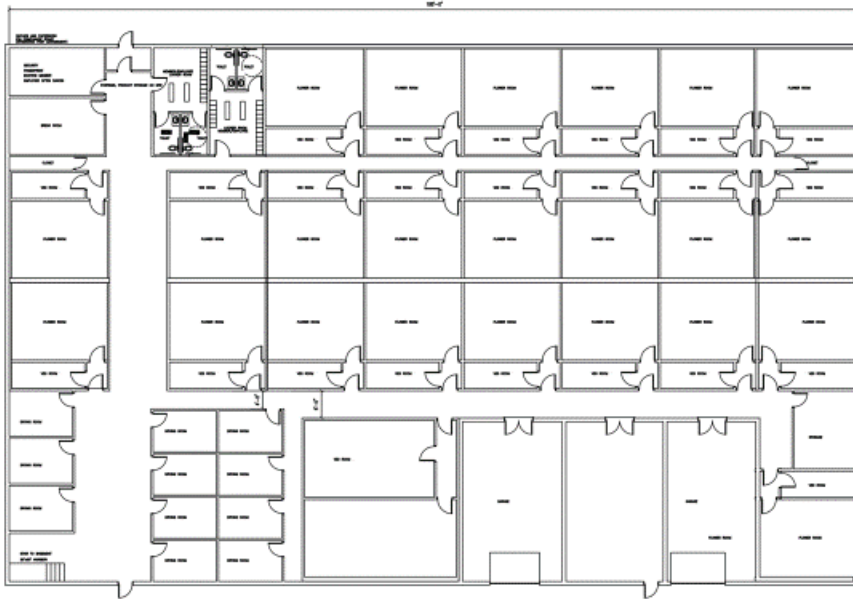


# Mass Cannabis Growers Coop

- 500 ft<sup>2</sup> of canopy per membership share
- Up to 200 members per 100,000 ft<sup>2</sup> of canopy/license
- Up to \$2 million in one time membership fees
- ~ 17,000 pounds 90% dry weight per year
- ~\$27 million in Gross Revenues per year (without value add of branded packaged joints, oils, vape pens, dabs and edibles)

## Mass Cannabis Growers Coop





## Mass Cannabis Growers Coop Membership Value Proposition

- One time Membership Fee for one 500 ft<sup>2</sup> pod - \$10,000  
Member directs and pays for pod buildout (lighting, etc.)  
Memberships are transferrable
- Yield ~83+ pounds/year
- **Gross Revenue to member per 500ft<sup>2</sup> Year2+** ~\$170,000\*
- 20% License, security, compliance, sale, distribution and value added (\$34,000)
- Annual lease @\$12/ft<sup>2</sup> (\$6,000)
- Electricity @\$0.30/kwhr (\$15,000)
- Advertising @2% (\$3,400)
- **Net Revenues** ~\$111,600 Year One
- Labor ~30 hours per week

\* \$6/gram flower, \$1.50/gram trim 2:1 flower to trim



# Social Impact

- Currently 84% women owned
- Open Membership – ANY Mass resident over 21 who can pass a CORI check
- Empower Master Growers with \$10,000 for membership and \$25,000 in working capital to legally become marijuana entrepreneurs in this fledgling industry which is projected to employ 300,000 people by 2021\*
- Without Coops, the industry is heading towards being rolled-up & controlled by Tobacco and other Big Money established corporate interests
- Open Hiring for entry level positions which pay higher than living wage
- Organic growing practices
- One plot in each location granted to a local woman or disenfranchised minority waiving the membership fee
- 7:1 Compression ratio on highest salary to lowest salary
- After the start-up period, governance will be decided democratically through election of Board members.
- Employees get Time Off For Good Behavior in helping local non-profits

\* BDS Analytics

## Social Impact (continued)

- Over 2 million Americans are serving time in jail. Most of them for drugs and most of those for marijuana. Part of the Coop's Social Equity mission is to right that wrong and employ people who's lives were damaged by the so called War on Drugs, which was really a war on poor people and people of color. With that said the only Coop members and employees that will be allowed to work in the building will have to pass CORI checks which exclude cannabis related offences
- The Coop has a commitment and plan to prevent the diversion of cannabis to minors under 21. Only Mass residents who pass the CORI check and who are 21 or over may enter the building.
- There will be no sales of cannabis or cannabis products to anyone other than CCC licensed distributors and licensed by-product manufacturers (oils, tinctures, dabs, and edibles)
- There will be no signage on the building nor any see-through windows.
- The security system will be collaboratively designed with inputs from the Holyoke Police Department and will include electronic key and face recognition with only one party entering the building at one time through a two door entry/exitway. Internal video cameras with content stored for a minimum of 90 days will record who enters and exits the facility with the security personal checking the image against the stored image of the person seeking entry. Each individual grow pod will have at least one camera connected with the security system and able to be dialed into by the Coop owner.
- Vehicles used to transport cannabis to dispensaries, distributors and by-product manufacturers will load inside the building after the external doors are secured/locked. The garage area itself will be under lockdown with security not allowing non-Coop drivers to enter the facility other than the garage unless they are physically escorted by Coop management.

## Founders, Directors\* & Management



\* Pattie Gates - HR



\* Brandon Gates  
Chair, CEO & Exec Dir



\* Miira Gates- Compliance



\* David Mager President



Deborah Mager - Horticulturist



\* Dave Jackson COO

Thank You

Mass Cannabis Growers Coop

For more information, please contact  
Brandon Gates  
413-570-5673  
[brandon@masscannabismgrowerscoop.com](mailto:brandon@masscannabismgrowerscoop.com)

**Mass Cannabis Growers Cooperative**  
**Plan to Obtain Liability Insurance**

Mass Cannabis Growers Cooperative (MCGC) plans to obtain liability insurance that includes general liability and product liability coverage of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually, with a deductible of no more than \$5,000.

To accomplish that plan, MCGC has obtained a quote (see below) from SafeHerb (carrier is Knight Specialty Insurance Company) for the requisite coverage amounts. MCGC will bind the coverage and the policy will be in effect prior to commencing operations.

## Insurance Proposal

Tuesday, November 3, 2020

Prepared for: **Mass Cannabis Growers Co-op**

Policy Period: **11/15/2020** to **11/15/2021**

Thank you for your submission! We are excited to inform you that we have secured a quote for the above captioned insured.

**Please read the attached quote carefully to confirm coverage is as requested.**

Total Policy Cost: **\$19,455.04**  
Carrier: **Knight Specialty Insurance Company**

**Nyoka Lamie**

**This policy must be PAID IN FULL at inception.**

**The following information is required in order to bind coverage:**

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Three years of company loss runs. If the applicant has had no prior insurance (New Venture), a signed No Known Loss Letter is required.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the **KSI 30 11 10 18 Product Liability Mid-Year Audit** form must be completed.
7. If Product Withdrawal was selected, the **KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal** form must be completed.

SafeHerb is 100% focused on the Cannabis industry. Our goal is to cultivate partnerships by providing tailored, comprehensive risk solutions for the THC and Hemp industry with a superior level of expertise and service. Please let us know if there is anything we can do to help you choose SafeHerb.

Sincerely,

Scott Fowler  
Underwriter/Marketing  
SafeHerb, LLC  
816-251-1643



## Policy Quote

Effective Date: 11/15/2020 TO 11/15/2021  
Agent: Nyoka Lamie

Insured: Mass Cannabis Growers Co-op  
State of Operation: MA  
Quote Date: 11/3/2020  
Quote Expiration: 12/3/2020

PREMIUM BREAKDOWN:							
	Premium	SLT Rate	Tax Amount	Stamping Fee	Stamp Amount	Handling Fee	Total Cost
General Liability	\$ 6,451	4.00%	\$ 258.04	0.00%	\$ -	\$ 250	\$ 6,959.04
Products Liability	\$ 11,775	4.00%	\$ 471.00	0.00%	\$ -	\$ 250	\$ 12,496.00
Property	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	\$ -
Cargo	\$ -	0.00%	\$ -	0.00%	\$ -	\$ -	\$ -
						Safety/Loss Advisory Visit Fee	\$ -
<b>Total:</b>	<b>\$ 18,226</b>		<b>\$ 729.04</b>		<b>\$ -</b>	<b>\$ 500</b>	<b>\$ 19,455.04</b>

### LOC , BLG Scheduled Locations

1 , 1	Cultivation
	11 Jackson St. , Holyoke , MA 01040
	' ,
	' ,
	' ,
	' ,



Proud Member of



[www.safeherb.com](http://www.safeherb.com)

COVERAGE BREAKDOWN:					
General Liability -Premise		Knight Specialty Insurance Company			
Occurrence Form		Coverage Limits	Rating		
Per Occurrence/ Policy Aggregate		\$1M/\$2M	Sales	\$ 4,767,260	
Personal & Advertising Injury		\$ 1,000,000			
Damage to Premises Rented to You		\$ 100,000			
Medical Payments		Excluded			
Hired and Non-Owned Auto Endorsement		Excluded			
Additional Insured					
Waiver of Subrogation					
Primary Wording					
Premise Deductible -BI/PD		\$5,000			
Products Liability		Knight Specialty Insurance Company			
Claims Made Form		Coverage Limits	Rating		
Per Claim/ Policy Aggregate		\$1M / \$2M	Sales	Non-Accessories	
PL -Deductible		\$2,500 (Per Claim)		\$ 4,767,260	
Endorsements					
Product Withdrawal		\$ -		Accessories	
PW -Deductible		\$ - (Per Claim)		\$ -	
Retro Active Period		Date: Inception			
Vendor AI Certificate		Not Covered			
Vendor AI Blanket		Not Covered			
Commercial Property		Knight Specialty Insurance Company			
Coverage Extension Tier:	None	Coverage Limits	Rating		
Building		\$ -	TIV	RC, 80% Coinsurance	
Tenant's Improvements		\$ -	TIV	RC, 80% Coinsurance	
Business Personal Property		\$ -	TIV	RC, 80% Coinsurance	
Cannabis Equipment/Tools		\$ -	TIV	RC, 80% Coinsurance	
Cannabis Inventory/Finished Stock		\$ -	TIV	RC, 80% Coinsurance	
Indoor Crop		\$ -	TIV	RC, 80% Coinsurance	
Business Income		\$ -	TIV	AV	
Property Deductible			(Per Occurrence)		
Wind/Hail Deductible		\$ -	(Per Occurrence)		
Commercial Property Endorsement (Fully Earned)		None	AV= Agreed Value	RC= Replacement Cost	
			\$ -		
Blanket Coverages	Accounts Receivable				
	Debris Removal Increased Limit				
	Personal Effects and Property of Others	\$ -			
	Valuable Papers and Records				
	Refrigerated Goods Spoilage	\$ -			
	Back Up of Sewer/Braid & Seepage	\$ -			
	Brands and Labels	\$ -			
	Computers and Computerized Equipment	\$ -			
	Computer Fraud	\$ -			
	Electronic Data	\$ -			
	Electrical Injury/Utility Services	\$ -			
	Employee Dishonesty	\$ -			
	Extra Expense	\$ -			
	Fine Arts	\$ -			
	Fire Department Service Charge	\$ -			
	Fire Protection Equipment Recharge	\$ -			
Forgery and Alteration	\$ -				
Money and Securities	\$ -				
Newly Acquired or Constructed Property	Building		0		
	Personal Property	\$ -			
Ordinance or Law Coverages	Loss to Undamaged Portion of the Building	\$ -			
	Demolition	\$ -			
	Increased Cost of Construction	\$ -			
	Outdoor Property	\$ -			
	Premises Boundary Increased Distance	\$ -			
	Preservation of Property	\$ -			
	Replacement Cost Optional Coverage - Redefined	\$ -			
	Trees, Shrubs and Plants	\$ -			
	These apply only when the Business Income or Extra Expense Coverage Forms are a part of this policy.	Extended Business Income Increased Time Period	No Increase		
		Newly Acquired Locations Increased Limits	No Increase		
Utility Services		No Increase			
Premises Boundary Increased Distance		No Increase			
Equipment Breakdown		Knight Specialty Insurance Company			
	Coverage Limits				
Equipment Breakdown Coverage	\$ -				
Spoilage Limit	\$ -				
Business Interruption Limit	\$ -				
Deductible	\$ 2,500				
Cargo		Knight Specialty Insurance Company			
	Coverage Limits	Premium	Rating		
Cannabis Cargo	\$ -		Vehicles		
Cash/Securities	\$ -				
Deductible	\$ -				

## Coverage Forms

Form #	Description
	<b><u>Interline</u></b>
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 53 01 15	Exclusion of Certified Acts of Terrorism
KSI 01 00 10 18	Additional Exclusions, Terms, and Conditions
KSI 01 02 10 18	Surplus Lines Disclosures
	<b><u>Property</u></b>
CP-DS-00-10-00	Commercial Property Declarations-
CP-00-90-07-88	Commercial Property Conditions-
KSI-20-01-10-18	Building and Personal Property Coverage Form-
KSI-20-02-10-18	Business Income (and Extra Expense) Coverage Form
CP-10-30-10-12	Property Causes of Loss-Special Form-
KSI-20-03-10-18	Additional Exclusions, Terms, and Conditions Cannabis Business Property-
KSI-20-04-10-18	Exclusion-All Pesticides, Pest, and Bugs, Virus, or Fungal Disease-
KSI-20-05-10-18	Limitation of Liability Endorsement-
KSI-20-06-10-18	Locked Vehicle Warranty
KSI-20-10-10-18	Aluminum Wiring Exclusion-
KSI-20-11-10-18	Roofs Over 10 Years Old-
KSI-20-12-10-18	Track and Trace Warranty
KSI-20-14-02-20	Equipment Breakdown Coverage Form
CP-01-40-07-06	Exclusion of Loss Due to Virus or Bacteria
CP-10-32-08-08	Water Exclusion Endorsement
CP-12-11-10-00	Burglary and Robbery Protective Safeguards
	<b><u>CGL-Premise Liability</u></b>
KSI 10 00 10 18	Commercial General Liability Declarations Page
KSI 10 03 10 18	Common Policy Conditions
KSI 10 01 09 19	Commercial General Liability Coverage Form
KSI 10 02 10 18	Additional Exclusion, Terms, Conditions, Warranties Cannabis Business Liability
KSI 10 06 10 18	Absolute Weapons Exclusion
<del>KSI-10-07-10-18</del>	<del>Sublimit of Assault &amp; Battery-</del>
KSI 10 08 10 18	Animals Exclusion
KSI 10 09 10 18	Residential Occupancy Exclusion
KSI 10 10 10 18	Employees of Independent Contractors Exclusion
	<b><u>Products Liability</u></b>
KSI 30 00 10 18	Product Liability Declarations Page
KSI 30 01 04 20	Products/Completed Operations Liability Claims Made and Reported Insurance
KSI 30 04 10 18	Minimum Earned Premium Endorsement
KSI 30 05 10 18	Short Rate Cancellation Table
KSI 30 06 04 20	Specified Products Exclusion
KSI 30 07 10 18	Service of Suite Clause
KSI 30 10 10 18	Online Sales Limitation - Intrastate Only
KSI 30 11 10 18	Product Liability Mid-Year Audit Requirements
KSI 30 12 10 18	Products/Completed Operations Defense Cost Limitation Endorsement
KSI 30 13 10 18	Proposition 65 Warnings Exclusion
KSI 30 14 10 18	Seepage and/or Pollution and/or Contamination Exclusion
KSI 30 15 10 18	Additional Exclusions Endorsement
<del>KSI-30-17-10-18</del>	<del>Limited Product Withdrawal Expense Endorsement</del>
<del>KSI-30-18-10-18</del>	<del>Duties in the Event of a Claim or Suite or a Defect or Product Withdrawal</del>

**NOTE:** This proposal does not convey any insurance and is not a binder of insurance. This proposal is an estimated premium indication for the stated coverages. It may be revised to reflect additional information provided to us and may be subject to adjustment due to audit. The proposal is intended to be accepted or rejected in its entirety, or you may work with your agent to request changes. Certain coverages, terms, conditions, perils or limits requested may not be included in this proposal. **Premium indications are valid for 30 days from the date of the proposal.** Insurance products are provided by Knight Specialty Insurance Company. All changes must be made in writing and will require approval by SafeHerb.

**Terms and Conditions**

1. This Quotation must be delivered to the client prior to binding coverage.
2. This Quotation is based on the underwriting information in your application or provided by you. The terms being offered may not be the same or as broad as requested in your application. Please review this quotation carefully and advise us if you have any questions.
3. This Quotation is subject to review if there are any significant changes in operations, exposure or experience prior to binding. Such significant changes include, but are not limited to, any declared or potential claim or increases in hazard by the insured. This quotation can be withdrawn any time prior to binding.
4. This Quotation shall not be construed to bind coverage. Only a binder issued by an authorized representative of the insurer may effect coverage.
5. This quotation is conditioned upon the payment of all outstanding premiums for all policies.
6. Should coverage be bound, the applicant will be required to fully cooperate with any and all requests from our Risk Management Department. Failure to cooperate by the applicant may effect coverage.

**Subjectivities**

This Quotation is subject to receipt, review and acceptance of the following items prior to binding:

1. Signed Request to Bind by an owner or executive officer of the insured.
2. Signed and completed SafeHerb approved application by an owner or executive officer of the insured.
3. Please provide a signed no loss statement.
4. Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If your license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to us to complete the file as this is a requirement to maintain your policy in good standing.
5. Completed Due Diligence Form
6. If Products Liability was selected, the KSI 30 11 10 18 Product Liability Mid-Year Audit form must be completed.
7. If Product Withdrawal was selected, the KSI 30 18 10 18 Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal form must be completed.

**REQUEST TO BIND**

**Request to Bind:** The applicant, by signing below, requests coverage based on the quote referenced above. The applicant agrees to all terms and conditions outlined in the policy. The applicant further agrees and understands that the request for coverage and payment of premium does not constitute coverage unless accepted by the company and a binder confirmation issued, which will then become effective on the date stated on the binder.

**Required Notification of Any Changes:** The applicant agrees, upon being issued a binder/policy for coverage, to promptly notify SafeHerb of any changes in operation, ownership, or management of the applicant, including newly acquired entities or merger/consolidation of business.

**Applicant Warranty:** The applicant attests by signing below that no material misrepresentation has been made on any pages or attachments for a request to quote, the application including attachments, or the request to bind. The applicant agrees to and understands that it is required to fully cooperate with any and all requests from the Risk Management Services department. Any misrepresentations or concealment in the request to quote, the application including attachments, or the request to bind for insurance will render insurance coverage null and void at inception. The applicant has reviewed all parts and attachments of the quote, the application including attachments, and the request to bind and acknowledge that all information is true and correct and understand that this insurance is based on the truth and completeness of the information provided. This request to bind does not bind the company to provide any insurance, nor is the applicant bound to accept any offer of insurance if one is made.

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

Signed By: \_\_\_\_\_  
(Please type or print name and title)

Signature: \_\_\_\_\_  
(Must be signed and dated by Principal or Officer of Applicant)

Date: \_\_\_\_\_



## **MCGC Policies for Restricting Access to age 21 and older**

Mass Cannabis Growers Cooperative, LLC. (MCGC) will only hire or grant membership to individuals who are above the age of 21 years. Member owners will also be bound to this policy and entrance to a MCGC facility is permitted to only badged employees and member owners  
*\*see Security Plan.*

As consistent CMR 500.105 (5) *Labeling of Marijuana and Marijuana Products*;

Prior to being sold or transferred to a Registered Marijuana Dispensary (RMD) MCGC will ensure the proper placement of a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each package of marijuana.

Each MCGC label will contain the following information:

1. The MCGC registration number, facility address, MCGC web address , business phone number, cultivation location and regional cultivators by whom it was produced.
2. The exact usable quantity of marijuana contained within the package
3. The date packaged either by retailer or cultivator and statement of which licensee performed such action
4. The batch number, sequential serial number, and the bar code when used, to identify the batch associated with a manufacturing process or product produced.
5. The full cannabinoid profile of the marijuana contained within the package, including THC and other cannabinoid levels
6. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
7. This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN”;
8. A symbol or easily recognizable mark issued by the Commission not later than March 15, 2018 that indicates the package contains marijuana or a Marijuana Product; and

9. A symbol or other easily recognizable mark issued by the Commission not later than March 15, 2018 on the package indicating to children that the product is harmful to children.

**935 CMR 500.105(5)(a) shall not apply to marijuana packaged by a Marijuana Cultivator for transport to a marijuana retailer in compliance with 935 CMR 500.105(13) provided however that the marijuana retailer is responsible for compliance with this subsection for all marijuana and Marijuana Products sold or displayed for consumers.**

The registered marijuana dispensary (RMD) receiving Mass Cannabis Growers Cooperative, LLC. (MCGC) marijuana or marijuana products is liable for ensuring its restriction of sale to only those above the age of 21.

# Mass Cannabis Growers Coop

EMPLOYEE HANDBOOK  
August 2019

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# **I. Welcome**

As CEO I welcome you to the Mass Cannabis Growers Coop. We are embarking on an extraordinary venture of seeking to maintain and enhance the cadre of Massachusetts Artisan Cannabis Master Cultivators in a manner that protects the environment and is sustainable and provides for the best, most consistent strains using certified organic techniques to the benefit of the ultimate consumers of our flowers and leaves, extracts and edibles as well as to the growers who don't have the backing of multinational investors and are not seeking to get rich through the commoditization of cannabis.

We hope you will enjoy being with us and that you find your employment rewarding and challenging. Mass Cannabis Growers Coop believes that an organization is best-served by a shared understanding of each other's roles, responsibilities and relationships. This handbook outlines the policies and practices that guide our daily work together. the Coop has developed this handbook for the use and benefit of all company employees.

It is vital that each employee understand all the material included in this handbook. Our success depends on you, and your success depends in part upon your cooperation in following these policies. Please read them carefully; they are intended to help you make the most of your job. If you have any questions, please contact our human resource department. Also, please let our human resource department confirm your receipt and understanding of this employee manual by signing and returning the acknowledgement page at the end of this handbook.

The Mass Cannabis Growers Cooperative employee handbook contains current policies and procedures in effect at the time of publication. This book takes the place of any previously issued handbooks. All policies, benefits or memoranda inconsistent with this book are superseded.

From time to time, the Mass Cannabis Growers Coop may modify company policies and practices as part of our commitment to continuous improvement in everything we do. We will promptly inform employees of any revised or updated policies and procedures. Please keep this handbook until it is replaced with a newer version.

The Mass Cannabis Growers Coop appreciates your support of and compliance with our written policies and procedures. They are designed to make your work experience at the Coop happy and successful.

If you have questions, concerns, feedback or suggestions, I encourage you to speak with your supervisor. However, please know, although I may be busy I want you to be able to make an appointment and speak to me privately whenever you feel the need.

Sincerely yours

Brandon Gates

## **II. Introduction & Coop Information**

We whole heartedly welcome you to Mass Cannabis Growers Coop. We are a member owned Coop which adheres to the guiding principles of the International Co-operative Alliance

The International Co-operative Alliance is the global steward of the Statement on the Cooperative Identity – the Values and Principles of the cooperative movement.

In 1995, the ICA adopted the revised Statement on the Cooperative Identity which contains the definition of a cooperative, the values of cooperatives, and the seven cooperative principles as described below.

### **A. Definition of a Cooperative**

A cooperative is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically-controlled enterprise.

### **B. Cooperative values**

Cooperatives are based on the values of **self-help, self-responsibility, democracy, equality, equity, and solidarity**. In the tradition of their founders, cooperative members believe in the ethical values of honesty, openness, social responsibility and caring for others.

### **C. Cooperative Principles**

The cooperative principles are guidelines by which cooperatives put their values into practice.

#### **1) Voluntary and Open Membership**

Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

#### **2) Democratic Member Control**

Cooperatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary cooperatives members have equal voting rights (one member, one vote) and cooperatives at other levels are also organized in a democratic manner.

#### **3) Member Economic Participation**

Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members usually receive limited compensation, if any, on capital subscribed as a condition of membership. Members allocate surpluses for any or all of the following purposes: developing their cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.



#### **4) Autonomy and Independence**

Cooperatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative autonomy.

#### **5) Education, Training, and Information**

Cooperatives provide education and training for their members, elected representatives, managers, and employees so they can contribute effectively to the development of their co-operatives. They inform the general public - particularly young people and opinion leaders - about the nature and benefits of co-operation.

#### **6) Cooperation among Cooperatives**

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

#### **7) Concern for Community**

Cooperatives work for the sustainable development of their communities through policies approved by their members.

We augment and supplement these principles with our adherence to guidelines and best practices from Businesses for Social Responsibility (BSR), New England Businesses for Social Responsibility (NEBSR) and the Social Venture Circle (SVC). This handbook is an amalgam of best practices from one of the principals, David Mager's work with over 350 companies including socially responsible companies such as Eileen Fisher, Stonyfield Farm Yogurt, Rhino Records, Motherware, Tommy Boy Records, Blue Fish Clothing, Gaiam, Aveda and Meadowbrook Lane Capital. Meadowbrook Lane Capital brokered the sale of Ben & Jerry's (B&J) to Unilever in such a way that the sustainable practices developed by B&J were adopted and contractually institutionalized by Unilever into the operating procedures of B&J. David was the initial author of the Social Venture Network's Guides to Corporate Social Responsibility. David worked with BSR in 1996 in the creation of their model employee handbook from which many of the components of this Employee Handbook come. David was also Director of Standards at Green Seal and was a contributor to the comments received by the USDA while the USDA was taking comments on and revising the National Organic Plan (NOP). David was also an advisor to President Obama's USDA Transition Team.

### **III. Employment Policies**

This Handbook is intended to give employees background and information about our company's policies and practices. These policies and practices are designed to establish and clarify mutual expectations and to ensure that every one at the Coop is treated with fairness, dignity and respect. Some subjects are dealt with very briefly. More information is available through supervisors or the Human Resources Department. If something doesn't make sense, ask for clarification.

#### **A. Employment Relationship**

The employment relationship between the Coop and its employees is an "at will" relationship. This means that employment is for an indefinite duration and that the employment relationship may be terminated by the employee or the Coop at any time, with or without cause, and with or without notice.

#### **B. Equal Employment Opportunity (EEO)**

It is the Coop's policy to recruit, employ, train, develop and promote employees on the basis of individual qualifications, competence and merit.

The Coop is committed to identifying and implementing positive and persistent measures to assure equal opportunity in the recruitment, hiring, training and promotion of a diverse staff, including persons of different race, color, religion, sex, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, and sexual orientation. Recognizing that individuals have a propensity to take risks on those that are most similar to themselves, we will strive to extend trust, opportunity and risk-taking to all job candidates, particularly those who are different from ourselves.

The Coop believes that all persons are entitled to equal employment opportunity and does not discriminate on any basis prohibited by applicable law. It is the Coop's aim to fully comply with the letter of the law, as well as its spirit and intent. Responsibility for our EEO program has been assigned to Patty Gates, our EEO Administrator, who is responsible for the administration of all programs involving Affirmative Action and Equal Employment Opportunity.

We ask each employee to join us in meeting our commitment to equal employment opportunity. If you believe you, or anyone else, has been subjected to any form of unlawful discrimination, please provide an immediate written complaint to your supervisor or our EEO Administrator in the Human Resources Department. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Coop will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. the Coop will not retaliate against you for filing a complaint and will not knowingly permit retaliation by any employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Coop will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

While the Coop does not discriminate due to age, there is a statutory 21 minimum age for people to work at the Coop.

### **C. Diversity**

The Coop is committed to a diverse workforce. We value diversity and believe that the best business decisions are reached with the full participation of people with diverse backgrounds, experiences and perspectives. We recognize that building a company where employees of many backgrounds work together will benefit not only our business, but our community and society.

In addition to expressing a commitment to workforce diversity, we wish to articulate some of the many ways that the Coop manifests this commitment. These may include:

- 1) Establishing resource groups and diversity task forces to identify and eliminate barriers to the advancement of diverse employees.
- 2) Supporting and consulting with various employee affinity groups, including groups for African-American, Latino, Native American, Asian, Gay & Lesbian, Disabled and Women employees.
- 3) Providing diversity awareness and inclusion training to all employees and managers on issues such as race, sex, age, disability, ethnic origin, religion and sexual orientation.
- 4) Providing career planning and development assistance to all employees, including diverse employees.
- 5) Establishing an employee-manager mentoring program for all employees (or for employees who are part of a minority group).
- 6) Providing internships to disadvantaged young adults over 21 from the inner-city or other communities.
- 7) Holding company managers individually responsible for diversity in their areas.
- 8) Evaluating senior management based on the advancement of diverse employees within their departments. (e.g. tying a portion of managers' compensation to employee diversity).
- 9) Actively recruiting at universities that have predominantly minority populations.
- 10) Partnering with local organizations to identify appropriate positions for people with mental and physical disabilities.
- 11) Sponsoring cultural events (art exhibits, live performances, etc) that feature multicultural themes and diverse artists. Allowing employees to attend these exhibits and performances free of charge or at a reduced cost.
- 12) Identifying "pivotal jobs" - the key positions that all successful managers held earlier in their careers and setting goals to get people of diversity into those positions.

- 13) Establishing an egalitarian layoff policy to ensure that any layoffs that might occur do not adversely affect employee diversity.
- 14) Encouraging all top corporate managers to join organizations in which they are minorities.
- 15) Donating a percentage of pre-tax profits to organizations that fight discrimination.
- 16) Investing in telecommunications devices, sign language training and interpretation to make the workplace more accessible to deaf employees and customers in accordance with the Americans with Disabilities Act and other applicable laws.

#### **D. Harassment-Free Workplace**

The Coop is committed to providing a harassment-free work environment where employees feel safe, secure and respected. The Coop will not tolerate conduct by any employee who harasses, disrupts, or interferes inappropriately with another employee's work performance or creates an intimidating or hostile environment. We encourage employees to report incidents of racial, sexual or other types of harassment.

Prohibited harassment includes, but is not limited to, the following behavior:

- 1) Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- 2) Visual conduct such as derogatory and/or inappropriate sexually-oriented posters, photography, cartoons, drawings or gestures;
- 3) Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- 4) Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- 5) Retaliation for having reported or threatened to report harassment.

Any employee who believes that the actions or words of any other employee constitute unwelcome harassment has a responsibility to first inform the person that the behavior is offensive and unwelcome, if possible. If this is not possible for any reason, the complaint should be reported as soon as possible to his or her supervisor, the next level of management or the Human Resources department if the complaint involves the supervisor.

Managers and supervisors have a larger responsibility in ensuring a workplace free from harassment. These responsibilities include:

- 1) Knowing, communicating and enforcing the company policy on harassment;

- 2) Setting a clear example of appropriate workplace behavior, and communicating zero tolerance for harassment;
- 3) Being aware of what is going on in the workplace and actively monitoring for signs of harassment;
- 4) Being knowledgeable of company procedures for reporting and investigating sexual harassment; and,
- 5) Reporting immediately to their supervisor or the Human Resources department any inappropriate actions of which they may become aware, which they believe may constitute harassment.

The Coop will immediately undertake a confidential, effective, thorough and objective investigation of any allegation of harassment.

If the Coop determines that harassment has occurred, effective remedial action will be taken in accordance with the circumstances. Any employee determined by the Coop to be responsible for harassment will be subject to appropriate disciplinary action, up to and including termination. In all cases, the employee will be advised of the findings and conclusion.

The initiation of a credible harassment complaint will not have any adverse impact on the complainant nor will it affect such person's future business dealings with this company, his or her employment, compensation or work assignments. Complaints of any retaliation will be promptly investigated and disciplinary action will be taken if warranted.

The Coop prefers to resolve employment complaints internally and is committed to doing so in a fairly in accordance with these established policies. The Federal Equal Employment Opportunity Commission (EEOC) and the Massachusetts Commission Against Discrimination investigate and prosecute complaints of prohibited harassment in employment. If you think you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency

The company will take all reasonable steps to prevent and eliminate sexual harassment by non-employees who are likely to have workplace contact with our employees, including clients and suppliers.

***From time to time the Coop may***

Clarify what types of behavior are inappropriate by providing more specific examples of what constitutes sexual harassment

List the government agency in your geographic area (name, address and phone number) that employees can contact to issue a complaint.

Detail the internal process by which claims of harassment will be investigated and handled.

Provide periodic education on harassment through interactive sessions.

Distribute information on your company's harassment policy during employee orientation and redistributing it to all employees periodically thereafter.

Establish a 24-hour hotline or other mechanism for employees to anonymously discuss situations that they feel constitute harassment without having to give their name or lodge a formal complaint.

Post the company's policy and procedure for reporting unwelcome harassment.

### ***AIDS and Other Life-Threatening Illnesses***

*As part of the Coop's overall philosophy, we support the right of employees with life-threatening illnesses (including, but not limited to cancer, HIV/AIDS, heart disease and multiple sclerosis) to continue to engage in as many pursuits as their condition allows, including work. All employees with a life-threatening illness have a right to continue working, as long as they are able to continue to perform their job safely and satisfactorily.*

*The Coop recognizes that a supportive and caring response from managers and coworkers is an important factor in maintaining quality of life for an employee with a life-threatening illness. Therefore, the company asks all employees to be sensitive to the needs of colleagues facing such an illness. Managers should be sensitive to the special needs of employees, assisting them with personal support and referral to available services.*

*The company will provide reasonable accommodation upon request to employees with life-threatening illness to enable them to continue to work. The accommodations might include, for example, flexible schedules to accommodate medical treatment and jobs that do not require physical exertion. Every reasonable accommodation will be made so that workplace circumstances do not unnecessarily contribute to the stress of a life-threatening illness.*

*The Coop aims to create a supportive, open and informed environment in which anyone with a life-threatening illness will feel free to come forward in the knowledge that they will be met with respect, understanding and care. Through counseling and education, the company will attempt to alleviate concerns of employees who feel uncomfortable working with a colleague who is ill.*

*An employee with a life threatening illness is under no obligation to disclose his or her condition to the company. If an employee chooses to discuss a life-threatening illness, he or she may rely on a policy of unquestioning confidentiality. The medical diagnosis will be strictly protected and will not be disclosed to others (except as required by relevant laws) without the employee's permission. Unauthorized disclosure of confidential information relating to health status will lead to discipline, up to and including dismissal.*

*People with HIV/AIDS have a protected status under federal law. In support of this status, any discrimination or harassment aimed at an employee with HIV/AIDS will not be tolerated and will be immediately addressed by the Coop management.*

*Employees who are exhibiting symptoms of HIV or AIDS, or who have other reasons to believe they may be infected with HIV are encouraged to seek early diagnosis and treatment.*

*Employees with AIDS or HIV are entitled to the full range of medical insurance and disability benefits provided for employees with other life-threatening illnesses.*

From time to time, the Coop may offer:

On-going education programs or employee communications that provide the most up-to-date information to help employees understand HIV and AIDS, how HIV is transmitted and how it can be prevented, and policies and services that apply to employees who are infected with HIV or who have AIDS.

AIDS in the Workplace training sessions conducted by the American Red Cross or other quality local programs.

Information on employee volunteer opportunities at AIDS-related organizations and/or community groups, as well as ways that the company provides support to these organizations or groups.

Establishment of an AIDS information office or coordinator to provide counseling, management advice, referrals and information, and to coordinate the departments that offer AIDS services and benefits.

Company participation in an external (public) campaign to dispell myths contributing to the continuing escalation of the HIV and AIDS epidemic, and to improve conditions for those who have been affected by the disease.

## **E. Immigration Reform and Control Act**

Our policy, as an equal opportunity employer, is to employ persons legally entitled to work in the United States without regard to citizenship, ethnic background, or place of national origin. However, our policy, in conformity with Immigration Reform and Control Act of 1986 (IRCA), is to hire only those who are eligible to work in the United States. Therefore, we have adopted the following policies and procedures:

- 1) No job applicant may be asked about, or categorized according to citizenship or resident status. Hiring decisions will be made without considering such questions.
- 2) Applicants offered jobs will be advised, for the purpose of complying with IRCA, that they will be required to produce satisfactory legal evidence of eligibility to work in the United States and that such proof will be a condition of employment.
- 3) At the time of hiring, all new employees will be asked to provide actual documents verifying eligibility to work legally in the United States and to complete INS Form I-9 within three working days of the commencement of employment.

## **F. Employee Classifications**

The Coop must follow the guidelines and exemption tests established by the Fair Labor Standards Act (FLSA) and any applicable state laws. It is the Coop's responsibility to check the FLSA guidelines and consult with an attorney to ensure proper classification of jobs.

Current law requires the Coop to distinguish between employees who are paid on an hourly basis (non-exempt from overtime) and employees who are salaried (exempt from overtime). The Coop employs both salaried and hourly employees.

Hourly employees cannot be paid less than minimum wage, must get paid for overtime for actual hours worked over forty in a week, and must keep track of their time worked. These employees will be given a time card and payroll calendar. An employee should not tamper with another employee's time card, or falsify his/her own. The breach of employee/employer trust created by falsifying documents may be grounds for dismissal.

Salaried employees are not subject to minimum wage laws, do not get paid for overtime hours worked, and do not have to keep track of their time worked unless required to do so on a project basis. Company expectations with regard to job performance and hours worked will be discussed with salaried employees when they are hired.

The Coop is committed to paying, what is defined in the Commonwealth of Massachusetts. In addition, the Coop has adopted a 7:1 “Compression Ratio” that the highest paid full-time employee will be paid no more than 7 times what the least paid full-time employee is paid.

The Coop will adjust/convert the salaries of exempt employees to an hourly rate (based on a standard 40 hour work week) in an effort to show equitable company treatment between exempt and non-exempt employees.

- 1) Full-Time Employee are regularly scheduled to work 40 hours per week on a year-round basis.
- 2) Part-Time Employee are regularly scheduled to work less than 35 hours per week on a year-round basis.
- 3) Temporary/Seasonal employees are employed, either full-time or part-time for short-term assignments, typically no more than 120 days in duration. Temporary/Seasonal employees are not eligible for standard benefits. The Coop will **attempt** to partner with other businesses in the area to “share” temporary/seasonal employees in an effort to provide these employees year-round employment and full-benefits. (Partners are typically other companies that need temporary/ seasonal workers, but during a different time of year.)
- 4) Independent contractors and consultants are not employees of the Coop. The Coop adheres to IRS guidelines regarding independent contractors. The terms and conditions of their service with the Coop are set forth in the contracts they have entered into with the company. The CEO must approve all agreements made with individuals on an independent contractor basis.

#### **G. Assessment Period**

The first six months on the job are considered an “assessment” period for newly hired employees. During this time, both the company and the employee will evaluate each other in terms of work performance, expectations, interest and overall employee/company “fit.” At the end of this period, the employee will meet with his/her supervisor to decide if both feel that a mutually beneficial work relationship exists. If both agree that it does, the employee will be notified that he/she has reached “regular” employee status.

The assessment period does not apply to regular employees who are laid off and rehired for the same job within 180 calendar days.

#### **H. Employment of Relatives**

The Coop is happy to hire employees who are related to each other.

#### **I. Bridging of Employment Service**



For purposes of determining seniority and benefit eligibility, the Coop will credit employees for their prior continuous service with the company if they leave the company and are rehired within one year. The break in service will not be credited.

Employees whose break in service is less than the one-month waiting period for health benefits will be reinstated into the health benefit plan in which they were enrolled prior to their departure.

## **IV. Hours of Work and Work Schedules**

Work schedules at the Coop are determined based on the job responsibility and departmental function. Work schedules may vary from department to department and employee to employee. Full-time hourly employees are expected to work eight hours a day and forty hours a week. Salaried employees are expected to work at least forty hours a week.

### **A. Hours of Work**

The Coop is open 24/7 so that members can grow and harvest at times convenient to them (and their other job[s] – if they have one). So, conceptually, management is open to flex time with the understanding that the security system logs you in and out and has a complete record of your time in the building. Please therefore, make your weekly schedule at least one week in advance with a two week horizon if you are taking 3+ days off with the understanding that all schedules are subject to approval by your supervisor.

### **B. Punctuality and Attendance**

Your presence on the job is important; all jobs depend on everyone's contribution. For this reason, all employees are expected to report to work as scheduled, on time and prepared to start work. Absence or tardiness impacts the company's ability to provide consistent and dependable service to our customers and overburdens other employees who may have to do the work for an employee who is absent or tardy.

There will be times when you will be late or unable to come to work. If you are ill, please call your supervisor as soon as possible before the start of your scheduled work hours. If you are going to be unavoidably late, notify your supervisor by phone before the beginning of your normally scheduled hours.

Tardiness or inappropriate absences can be cause for disciplinary action, up to and including dismissal.

### **C. Meal and Rest Periods**

The Coop maintains an informal atmosphere and does not have a formal system for taking work breaks. We encourage all employees to take a 10-minute paid break at least once during the workday to refresh themselves and ensure the high quality of their work. Employees are asked to coordinate their break time with others so that adequate coverage for all functions and departments occurs. A 60-minute unpaid meal period is also provided. **The meal period may be extended on an occasional basis, with prior approval from your supervisor.**

## **D. Flexible Scheduling Arrangements**

The Coop understands that employees must manage the delicate balance between their job requirements and personal and family matters. It also recognizes that each employee's work, family and personal situation is unique, and that individual needs change over time.

The Coop offers several flexible scheduling arrangements. These arrangements are designed to create a work environment that fosters achievement of work, family and personal goals. The Coop encourages managers to use flexibility, discretion and good judgment in helping employees balance work, family and personal matters.

Each of the flexible scheduling arrangements offered by the Coop are available to employees only with the approval of the employee's supervisor. The procedure for requesting a flexible scheduling arrangement is detailed in this Handbook. The nature of the work must be suitable to the flexible scheduling option requested, as we will be operating 7 days per week. 24 hours per day with vegetative rooms lighted 18 hours per day and flowering rooms lighted 12 hours per day. The Coop reserves the right to re-evaluate a flexible scheduling arrangement and change it at any time if expectations are not met or if needs change.

### **1. Flex-time**

Flex time work schedules varies from the standard work schedules in that the employee must work 40 hours per week and may be required to be present during "core" hours but the start and end time may differ. For example, an employee may be required to be at work between the hours of 10:00 AM and 3:00 PM but may start work at 7:30 AM and end work at 3:30 PM.

### **2. Compressed Work Week**

Employees may also request a compressed work week. A compressed work week may take one of the following forms:

- 12 hours a day, three consecutive days of the week; plus one 4-hour day.
- 10 hours a day, four consecutive days of the week; or
- 9 hours a day, four consecutive days of the week, plus one 4-hour day.

Permission to work a compressed work week must be granted by your supervisor. Approval will be based on whether the request is consistent with the timely and efficient completion of necessary work.

### **3. Part-Time/ Reduced Schedule**

In special circumstances, employees may request a temporary or permanent reduction in their regularly scheduled work hours. As is the case with other flexible scheduling options, permission must be granted by your supervisor. Approval will be based on whether the request is consistent with the timely and efficient completion of necessary work.

Depending on the number of hours worked, an employee's status may change to that of a part-time, rather than full-time, employee. In that instance, the employee may lose his/her eligibility for standard benefits or may have his/her benefits pro-rated based on the number of hours normally worked. Each case will be evaluated on an individual basis.

#### **4. Job Sharing**

In special circumstances, managers may approve a job sharing arrangement in which two employees share the duties and responsibilities of one job, with both employees working part-time/ reduced schedules. Requirements for a job sharing arrangement are as follows:

The nature of work is suitable to a job sharing arrangement;  
Although the company will provide assistance, the employee has primary responsibility for finding an employee-partner with whom to job share;  
Both employees desire a job sharing arrangement and are equally qualified to perform the job;  
Both employees are accountable for performing the job to required standards, communicating with each other, and ensuring a "seamless" transition between "shifts;"  
Both employees take responsibility for not only their own performance, but also that of their job share "partner."

Depending on the number of hours worked, the employees' status may change to that of part-time, rather than full-time, employees. In that instance, the employees may lose their eligibility for standard benefits or may have their benefits pro-rated based on the number of hours normally worked. Each case will be evaluated on an individual basis.

#### **5. Telecommuting**

The Coop encourages employees to consider telecommuting, or working from home, where it is consistent with business requirements, supports family or personal responsibilities, and/or provides environmental benefits.

The nature of work must be suitable to a telecommuting arrangement.

Employees who telecommute may be requested to periodically report to the office for meetings or presentations.

#### **6. Requesting a Flexible Scheduling Arrangement**

Employees seeking any of these alternative scheduling options should first discuss their needs with their immediate supervisor. Based on the outcome of this initial conversation, the employee may be advised to complete a written Flexible Scheduling Request Form to clarify the terms of the agreement as well as the mutual expectations of the company and employee. Completed forms should be submitted to the employee's supervisor for approval.

#### **E. Reductions in Workforce (RIF)**

It is the Coop 's intention to provide steady work for our employees and to keep our employees apprised of important business developments. If the Coop determines that the best interests of the business are served by restructuring or reducing our workforce, we will attempt to keep employees well-informed. the Coop will give as much advance notice as possible, in an attempt to reduce the adverse impact on those affected. It will be our policy to retain the employees who can most efficiently cover the remaining workload.

Before implementing a layoff or reduction in force the Coop will attempt to participate in "seasonal employee sharing," in which two or more companies partner to provide year-round employment. Under this system, the primary employer may lend temporarily unneeded employees to other companies before laying them off.

## **V. Compensation**

### **A. Time Records**

Mass CCC requirements of having a security system track when a person arrives and when a person leaves the building. So individual time records are not super-critical. With that said, the Coop has established some rules about timesheets. These rules are necessary to comply with the law, and to ensure that time records are accurate for pay, accounting and audit purposes.

Each employee is responsible for reporting his/her time worked and time off accurately. Time sheets are provided for recording work time by all employees who are not specifically exempted from doing so.

It is very important that employees do not allow other employees to write on their time sheet. Violation of this rule is cause for disciplinary action for all parties concerned. Employees must sign their time sheet verifying that the times and dates are true and accurate, to the best of their knowledge.

Employees must check their time sheet and paycheck for accuracy. Occasionally, inadvertent errors are made. Any errors on your time sheet should be reported immediately to the supervisor, who will promptly make any correction.

### **B. Payment of Wages**

Employees may be compensated on an hourly basis or with an annual salary. Hourly employees' pay is computed according to actual hours worked. Salaried employees' pay is computed based on an annual salary.

The pay period is a fourteen day period beginning Monday and ending on Sunday. Employees are normally paid on the fifteenth day and the last day of the month. If the regular payday occurs on a Saturday, Sunday, or holiday employees will be paid on the last working day prior to the regular payday.

On each pay day, employees will receive, in addition to their check or deposit advice, a statement showing gross pay, deductions, and net pay. Local, state, federal and social security taxes will be deducted automatically. No other deductions will be made unless required or allowed by law, agreement, or employee obligation. Employees may elect to have additional voluntary deductions

taken from their pay, for example, to support their favorite charity, only if they authorize the deductions in writing.

The Coop offers direct deposit of employee paychecks.

### **C. Overtime**

The Coop provides compensation for all overtime hours worked by hourly (non-exempt) employees in accordance with state and federal law as follows:

All actual hours worked in excess of 40 hours in one workweek will be treated as overtime.

Compensation for hours in excess of 40 for the workweek shall be paid at a rate 1.5 times your regular, straight time pay or time and a half.

Compensation for hours in excess of 12 in one workday and in excess of 8 on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

Overtime must be approved in advance by your supervisor.

With approval of the supervisor, compensatory time or comp time, may be earned in lieu of overtime payment, at time and a half. For example, four hours of overtime worked equals six hours of comp time earned.

Salaried employees may have to work hours beyond their normal schedules as work demands require and are not eligible for overtime pay. In unique circumstances, salaried employees may be granted comp time when an employee works an extraordinary number of hours beyond what is normally expected. Comp time for salaried employees must be approved by a supervisor and will not be on a one-to-one basis for all extra hours worked.

### **D. Changes in Compensation**

The Coop's goal is to pay all employees a fair wage in line with similar positions in the market.

Salary reviews will take place annually as part of each employee's performance evaluation.

Promotions and raises are neither automatic nor based on seniority. They are determined by key performance factors. The aspects of performance that are considered include:

- meeting or exceeding agreed upon job objectives and goals;
- technical experience;
- creativity;
- effectiveness;
- ability to work constructively and cooperatively with other employees;
- loyalty;

- positive attitude;
- good attendance.

In addition to these individual performance factors, other factors which will be considered are the company's financial and competitive position, changes in the cost of living, and overall company productivity.

The Coop believes in and requires managers to develop mutually agreed to performance objectives based on factors such as shareholder, customer and employee satisfaction, as well as social responsibility. These objectives and goals will be tied to a percentage of managers' pay.

The Company has implemented compressed compensation ratios which closely link employee and executive pay at a fixed multiple wherein the lowest paid full-time employee shall not earn less than 1/7 of what the most highly compensated employee makes.

The Coop will provide employees a "Total Compensation profile" annually that includes their pay and benefit programs and the total cost for both.

## **E. Additional Compensation**

All full time hourly and salaried employees who have passed their assessment period will have the use, during their employ, of a cannabis grow area of 500 square feet indoors or 2,000 square feet outdoors at one of the Coop's facilities, subject to space available, for which they do not have to pay the annual lease (\$6,000 indoors and \$1,000 outdoors). Employees will have to provide their own equipment and pay their prorata portion of the energy bill. They will be treated as Coop members in terms of the sale of their product to distributors/retailers such that they will gross 80% of the average price of their particular strain of cannabis for flower, sugar leaf or trim. Employees who use this benefit will be expected to tend to their space on their own time and abide by the rules that apply.

# **VI. Performance & Career Development**

## **A. Advancement**

The Coop is committed to the professional development of all of our employees. Where possible, the company will favor advancement opportunities for current staff over the hiring of new employees, where both are equally qualified.

All employment openings will be posted internally. We encourage employees to apply for open positions for which they are qualified. Promotions and transfers shall be based on the ability, qualifications and potential of each employee. Performance and attendance will also be considered in evaluating candidates.

The following guidelines are intended to help you prepare yourself for career opportunities within the Coop.

- Master skills in your current job

- Take advantage of every opportunity to enhance your skills and continuously improve your job performance.
- Help the people who work with you. The ability to help other people do their best is an important sign of management capability.
- Learn to work harmoniously with others in your work group and with co-workers in different departments and groups. The company values the ability to work as a team member and inspire cooperation.
- Be a self-starter. Take initiative and strive to excel in your work.
- Be creative. Creativity has a place everywhere in our business. Thinking creatively demonstrates initiative, persistence, and the courage to offer innovative ideas.
- Offer constructive suggestions and criticisms. Improving inefficiencies is important to the well-being of the company.
- Anticipate the needs of your supervisor as a way to prepare yourself for new challenges.

Each employee has the primary responsibility for communicating to his/her supervisor the areas in which they would like to develop additional skills or knowledge. In addition to informal on-the-job training, the Coop may offer a variety of programs aimed at enhancing employee skills, knowledge, and abilities. We encourage employees to take advantage of these programs as well as other opportunities available outside the company.

## **B. Tuition Reimbursement/ Support for Education**

The Coop acknowledges its shared responsibility in helping employees prepare for challenging demands within the company and within the economy. For this reason, the Coop is strongly committed to enhancing our employees' continuous learning and education.

As part of this commitment, the company offers ~~full~~ reimbursement for the costs of tuition and books for employees who enroll in job-related classes. In addition, the company offers partial reimbursement for the costs of tuition and books for employees who enroll in personal development classes not related to the employee's job. The reimbursement benefit is limited to \$1,000 per employee per year. The employee will be reimbursed upon demonstration of having received a passing grade ("C" or better). Refer to the Coop's Tuition Reimbursement Policy for more details regarding this benefit.

## **C. Performance Evaluation**

Performance evaluations offer an opportunity for a periodic review of your performance. This evaluation assesses your performance in relation to previously agreed objectives and identifies areas of strength and areas for improvement. In addition, this process enables you and your supervisor to develop goals and objectives for the next review period and identifies ways to enhance performance and value in the future.

The performance evaluation process at the Coop is based on the following:

- Performance goal setting and evaluation are two-way processes, involving both the employee and the supervisor.
- Employee performance is evaluated on objective, job-related criteria, developed with your supervisor and communicated in advance to the employee.

- Setting objectives for future performance and growth is as important as evaluating past performance.
- The objectives of the performance evaluation process are:
- To let the employee know how he/she is doing on the job.
- To encourage communication and two-way feedback on the expectations and goals of the employee, the supervisor and the company.
- To provide a fair and consistent method of making pay decisions.
- To document performance in ways that will help determine promotions, transfers, and other personnel actions.
- To be a tool for coaching, planning and career development.

During the evaluation, objectives for the following evaluation period are established. Your comments are a critical part of this process and should be added in writing during the performance evaluation. Both you and your supervisor should sign the performance evaluation form. Remember, your signature does not necessarily mean agreement with the ratings, but rather a confirmation that the appraisal discussion has occurred. You are welcome to add to your manager's assessment your own view of how well you have done in meeting performance objectives. The completed evaluation is placed in your personnel file. You and your supervisor should keep a copy of the completed performance evaluation.

Performance evaluations are scheduled as following the introductory/assessment period, and on the employee's anniversary date or a common date for all employees.

The evaluation process helps employees in their performance of their job responsibilities. Performance appraisals are meant to be an ongoing process and should not be confined to the formal review process. Informal job discussions can be initiated by employer or employee at any time, as needed. The Coop believes it is important that employees know exactly how well they are doing in relation to the standards of performance established by them and their supervisors.

### **Possible Enhancements**

Training employees and supervisors on how to provide constructive feedback.

Allowing employees to request periodic performance reviews with their supervisor in addition to the annual evaluation. (In such instances, the company might establish guidelines limiting such periodic reviews to once every 3-6 months.)

Instituting a "reverse evaluation" or "360-degree feedback" process which gives employees, managers, and internal and external clients a chance to evaluate each other. (These programs can be empowering to employees and lead to increased productivity for both employee and supervisor. Establishing a climate of trust is essential to ensuring the type of open, honest and direct communication required by the reverse evaluation process.)

Developing systems to link an employee's performance as a team member to individual performance.



## **VII. Professional Standards and Practices**

### **A. Employee Conduct**

The Coop is committed to supporting high standards of business ethics in every aspect of its operations. The Coop embraces the following values as guidelines for how we do business:

- Honesty
- Compassion
- Fairness
- Respect for Others
- Promise-Keeping
- Integrity

Coop employees play a key part in maintaining these standards and keeping the Coop a responsible corporate citizen.

We recognize that people work best when they know what is expected of them. We have developed a set of employee conduct guidelines to help clarify what types of behavior and actions are expected in this organization. The following are examples of behaviors and actions that are expected from all Coop employees:

- Fulfill job duties and responsibilities and complete any work assigned which is within the scope of the employee's skills or capabilities.
- Be at the work place, and ready to work, at the established starting time.
- Be respectful of the need to work during work time. (Avoid conducting personal business during scheduled work time.)
- Contribute to the maintenance of a harassment-free, violence-free work environment. The company has zero tolerance for physical or verbal abuse or harassment of any employee or customer.
- Inform management, and cooperate in any investigation, of workplace misconduct or violation of company policy.
- Provide truthful information on all company documents, forms and applications. Falsification of forms, reports or records, including time sheets is strictly prohibited.
- Responsibly utilize and handle company property placed in employee custody.

- Leave company property, equipment, records, or other materials on company premises unless given proper authorization to remove them.
- Follow legitimate (legal, ethical, safe, etc.) directions or instructions given by a supervisor.
- Adhere to all company rules with regard to safety and health.
- Maintain high standards with regard to conflicts, or potential conflicts, of interest (i.e., soliciting or accepting goods and/or services from customers or suppliers free or at reduced rates; indicating that favorable consideration can or will be given if goods and/or services are provided free or at a reduced rate).
- Remain completely free from the influence of alcohol, drugs or intoxicants of any type while on company premises. Use of alcohol or drugs or being under the influence of alcohol, drugs, or intoxicants of any type while at work is strictly prohibited. Any employee on prescription or over-the-counter medication which may affect performance is expected to notify his or her supervisor prior to beginning the work shift.

This list is not all-inclusive, but is intended to serve as a general guideline for appropriate conduct. Employees are expected to conduct themselves according to generally accepted standards of behavior. Management retains the right to determine the appropriate form of corrective or disciplinary action to address inappropriate employee conduct.

## **B. Disciplinary Actions**

The primary objective of discipline is corrective action. The company's goal is to discipline fairly and consistently, with the welfare of the employee, fellow employees, and the company carefully considered. The concept of progressive discipline recognizes that if violations recur, despite earlier disciplinary action, the severity of the disciplinary actions may increase. These actions include verbal warning, written warning, probation, counseling, and suspension.

Although oral warnings and written reprimands normally precede discharge, some activities are so serious that they simply cannot be tolerated and may result in discharge on a first offense. The following are examples of serious employee misconduct. This is not intended to be a complete list.

- Embezzlement or theft
- Falsification of personal or other records
- Willful damage to company, customer's, or other employee's person or property
- Fighting, provoking a fight, threatening, intimidating, or sexually harassing fellow workers
- Gross misconduct on the job
- Punching another employee's time card, or falsification of time records
- Possession of weapons on company premises or during work hours
- Use of alcohol or illegal drugs on Coop property

Other behavior that will result in disciplinary actions and may result in immediate dismissal include, but are not limited to, the following:

- Refusal to do normal work or follow reasonable, lawful directions from a supervisor;
- Wasting time, sleeping on the job or not doing your fair share;
- Instigating unfounded rumors or malicious gossip;
- Deliberately restricting work output or exhibiting indifference to your responsibilities;
- Repeatedly producing defective work as a result of failure to follow instructions;
- Refusal or neglect to use provided safety equipment and procedures;
- Repeated tardiness or absence;
- Absence from job without calling in during a reasonable period of time or reporting in during the remainder of the absence;
- Abusive treatment of other employees or customers;
- Improper or unsafe usage of tools or vehicles;
- Divulging any confidential or proprietary company information;
- Instituting or participating in any activity aimed at allowing someone to inappropriately use or access the services or records of the Coop; and,
- Violations of any rule in this employee handbook.

The actual sanction imposed for any given offense will depend on the nature of the misconduct, the employee's record, and other relevant considerations. In situations where an employee's performance has not been satisfactory, the supervisor may require the employee to seek help from the Employee Assistance Program (EAP) as a condition of continued employment.

It is the Coop's intent that, with the exception of layoffs or other economic necessity, an employee may be terminated involuntarily only for just cause. However, the Coop will make the final decision both as to the facts giving cause for discharge and whether those facts constitute just cause.

### **C. Substance Abuse**

The Coop cares about the health and well being of all employees. The use of alcohol, illegal drugs or controlled substances as it affects our employees and the workplace is very important to us. Even though the recreational use of marijuana is now legal in Massachusetts, like alcohol, which is also legal, it's use can impair one's work and functionality and therefore it's use is prohibited at and 3 hours prior to work. This includes smoking, vaping and consuming edibles. Use of these substances on the job may endanger the employee and is strictly prohibited. An individual's involvement with alcohol, legal or illegal drugs - whether on or off the job - has an impact on the working environment and, consequently, the ability of others to perform their jobs safely and successfully. In addition, the use or possession of illegal drugs on the job exposes the Coop to the risks of property loss or damage, or injury to other persons. Most importantly, it is against the law.

Employees found to be distributing, using, selling or possessing narcotics, illegal drugs or any controlled substance while on the job, may be permanently dismissed - even if it is a first offense. Also, any illegal drugs will be immediately turned over to the appropriate law enforcement agency. This means the employee could be prosecuted for a criminal offense.

The Coop is committed to providing individuals with confidential assistance when dealing with personal problems, such as alcoholism and drug abuse through the Employee Assistance Program (EAP) and other health benefits. Employees who think they would benefit from such assistance, should contact the Human Resources department or may contact the EAP directly. Participation is voluntary. Utilizing this assistance will not jeopardize your employment with the Coop. More information regarding the EAP is in the Benefits Section of this handbook.

## **D. Employee Information**

It is the Coop's policy to collect, maintain and use employee personnel information in such a manner as to preserve the privacy of the information, satisfy business needs and conform to applicable legal requirements.

An employee always has access to his or her own personnel file. Otherwise, access to personnel files is restricted to authorized employees and supervisors. An employee wishing to see his or her personnel file should consult with his or her supervisor to arrange for a reasonable time to review the file. A company supervisor may be present while the records are reviewed. Employees may have a copy of anything in their file, but are not allowed to remove anything.

Employees who believe that any material in their own personnel file is irrelevant, inaccurate, or incomplete, may submit a written request to the supervisor to revise the files accordingly. If the request is not granted the employee may place a written statement of disagreement in the file and pursue the matter further using the established grievance procedures.

Release of information - Efforts are made to protect the privacy of personnel files. Information will be released only in response to a specific authorized request. When the Coop is required by law or the legal process to produce records of private information on employees every reasonable attempt will be made to protect confidential information not relevant to the inquiry.

Quite often the Coop receives telephone inquiries from financial institutions, credit and collection agencies, landlords or prospective employers requesting employment information about current or former employees. All calls for employment verification from these parties will be referred to the payroll coordinator. The Coop does not release any information about current and former employees over the phone other than to verify dates of employment. Written requests for other employment information (i.e., salary verification for a bank loan) must be accompanied by an employee's signed authorization.

## **E. Conflict of Interest**

The Coop aspires to be an exceptional corporate citizen that inspires the public's trust. Employees are expected to help us honor this commitment by adhering to the highest standards of integrity. This includes conducting activities relating to persons, businesses, and other organizations closely associated with them, in such a way that no conflict will arise between the other interests and the policies, operations or interest (real or apparent) of the company. This includes, but is not limited to, outside employment that creates a real or apparent conflict of interest.

Holding jobs or having other involvement in activities other than with the Coop is allowed as long as it does not affect or interfere with the employee's work at the Coop, and as long as business from other jobs is not conducted on company premises or company time. Competition with the company in any way is not tolerated.

A conflict of interest is any direct or indirect financial interest in a customer, supplier, or business associate, on the part of an employee or an employee's immediate family, that might reasonably affect the employee's judgment or decisions exercised on behalf of the company.

Employees should not accept gifts, payments, fees, return services, discounts, valuable privileges or favors of any type that might appear to obligate or compromise the Coop or you as an employee of the company.

Employees who are uncertain if a situation constitutes a conflict of interest, should ask their supervisor.

## **F. Confidentiality and Company Information**

In the course of their daily work, employees may learn information about the company, clients or fellow employees that is considered confidential. It is vital to the company's integrity that employees use this information only for its intended purposes and protect it from all other disclosure. This includes discussing company or client matters with someone who does not have a need to know or discussing such information in public places.

Employees may not use for their advantage or for the advantage of another person, any of the Coop information that is unavailable to the public. Employees who are uncertain about the use of company information, should ask their supervisor.

## **G. Company Property**

Employees are asked to treat company property as they would treat their own property. Specifically, we ask that employees keep company property clean and well-maintained and limit its use to work-related purposes. Employees must seek permission from their supervisor before removing any company property from the premises.

Employees should refrain from using company stationery for personal use.

## **H. Off-Duty Use of Facilities**

The Coop understands that employees may occasionally want to enter our facilities during their "off hours" to tend to their plants, retrieve personal items or to complete projects during quiet time. Employees are asked to provide their supervisor with advance notice if they intend to access facilities during off hours. The facility will have 24/7 video surveillance.

## **I. Contact with the Media**

It is very important that the Coop communicate with a consistent message to outside audiences. Occasions may arise when employees are approached for interviews or comments by the news media. Only people designated by the CEO are authorized to comment on the Coop policy, or events that have an impact on the company. If you are approached by the media, please be courteous, and promptly refer them to the CEO or to the public affairs department.

## **J. Personal Use of Telephone, Text and Internet**

We recognize that employees must occasionally both make and receive personal telephone calls. Employees are encouraged to make or receive calls during breaks or at lunch time. Employees who have difficulty adhering to this guideline may be subject to discipline. Similarly the use of a smartphone or tablet device, should be limited to breaks and lunch time. Exceptions may be made allowing employees to listen to music while at work. This must be approved in advance by a supervisor and the music/audio must be listened to through headphones or earbuds and not publicly broadcasted. Use of the Internet must be in accordance with the Coop's Computer Use Policy.

## **VIII. Benefits**

### **A. Health Insurance**

The company offers a Health Maintenance Organization (HMO) health coverage option **to full-time employees commencing after successful completion of thirty days of employment**. Health coverage is mandatory for all eligible Coop employees. If an employee has medical coverage from another source, such as a spouse's medical plan, (s)he must show proof of insurance. The moneys that would otherwise go to the HMO coverage will be placed in an account and be available to pay for the employee or their family's deductibles (on a reimbursed basis) subject to validation by bill from the health service provider.

Premium changes by the HMO's are unforeseen and uncontrolled by the company. Whenever possible, the company will adjust the amounts required to be put into employees' accounts to reflect the HMO changes. However, for financial reasons the company may not be able to do this. Any changes will immediately be made known to all employees as an addendum to this Employee Handbook.

Employers with 20 or more employees are covered by COBRA. Depending on our Coop size, upon termination, or other qualifying events, employees and eligible dependents covered under the health insurance plan have certain legal rights to remain on the insurance plan at their own expense for up to 18 months through COBRA benefits. More information will be provided when necessary upon an employee's departure or other qualifying event. It is the employee's responsibility to notify the Human Resources department of qualifying events such as marriage, birth, death, divorce and loss of other coverage.

### **B. Domestic Partner Coverage**

Even though Massachusetts has legalized same sex marriage, the Coop recognizes the status of "domestic partner" in its employment policies and practices. The company accords employees certain rights and benefits with respect to their domestic partners. To qualify for these rights and benefits, both the employee and domestic partner must:

- Be 18 or older;
- Be unmarried;
- Not be related to each other as a parent, brother or sister, half-brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild;
- Have an intimate, committed relationship of mutual caring of at least six months duration;
- Live together (living together means that they share a place to live and they have the same legal address. It is not necessary that both be on the mortgage or rental agreement but must provide proof of each partner's name on a utility, insurance, or other bills for the home address);
- Agree to be responsible for each other's basic living expenses (food and shelter) during their domestic partnership and allow anyone who is owed these expenses to collect from either partner;
- Not currently have a different domestic partner; and,
- Execute a Declaration of Domestic Partner Affidavit (See Appendix D).

### **C. 401(K) Retirement Savings Plan**

The 401(k) savings plan is voluntary and is a way for employees to save tax-free wages for retirement by investing in qualified investments under the plan. Money that an employee puts into this plan can come from either the "Health & Wealth" account (as described earlier in this Handbook), or from a payroll deduction in the amount decided upon by the employee. The company provides a matching contribution of 50% of the employee's contribution up to a maximum of \$1,000 annually.

As a socially responsible company, we encourage employees to invest in socially responsible funds by offering to match at a higher rate of 60% up to a maximum of \$1,000 annually..

Legally, in accordance with I.R.S. regulations, an employee may contribute up to 15% of their base wages per year in the 401(k) program. For further information regarding the 401(k) plan, please contact the Human Resources department.

There are two enrollment periods per year: January 1 and July 1. Employees are eligible for participation in the 401(k) beginning with the first open enrollment period that falls after their first anniversary.

### **D. Savings Program**

The Coop offers a voluntary savings program and encourage all employees to put money aside for the future. This money can be utilized as the employee chooses, for retirement, school, vacation, etc. Employees choosing to participate, designate the amount to be deducted from their paycheck each pay period. The money will be placed into the money fund chosen by the employee.

For information regarding the specifics of this plan, please contact the Human Resources department. Employees are encouraged to review the information thoroughly before making a decision about participating in the plan.

## **E. Unemployment Compensation**

The Coop contributes to the Massachusetts Unemployment Insurance Fund on behalf of its employees. This program provides weekly income benefits to all eligible individuals during periods of full or partial unemployment. When an employee leaves the company, he/she may be eligible for benefits under this program.

## **F. Social Security**

The Coop and employees contribute to the Social Security program as required by federal law. Benefits are payable for death, total disability, retirement and Medicare, provided the employee has been covered by social security for a sufficient period of time to be eligible. Social Security and Medicare taxes will be deducted from employee paychecks, as required by federal law.

## **G. Workers Compensation**

All employees are protected by the Coop's workers' compensation insurance policy while employed by the Coop. The policy is available at no cost to employees and covers cases of occupational injury or illness. By law, the company is required to report injuries under worker's compensation within 24 hours. Please report immediately to your supervisor any injuries on the job.

## **H. Long Term Disability**

The Coop maintains a long term disability insurance plan for employees who work at least [30] hours per week. This plan is intended to protect your income in the event that you are unable to work for a period of time.

Employees are given a summary description that outlines the provisions of the plan and how to access coverage should it become necessary. Employees are encouraged to review the booklet and become aware of the plan's provisions.

## **State Disability Insurance (SDI)**

Each employee contributes to the Commonwealth of Massachusetts to provide disability insurance pursuant to the Massachusetts Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Coop or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the Human Resources department.

## **I. Life Insurance**

The Coop maintains a plan for life insurance that covers employees who work at least 30 hours per week. The entire premium for this plan is covered by the company. You will be asked to designate a beneficiary for this insurance and it is important that you keep this designation up to date.

A summary description that outlines the plan is provided to each employee. Employees are strongly encouraged to review this outline and contact the Human Resources department with any questions.



## **J. Child Care**

The Coop aspires to be a family friendly employer, despite the fact that, due to legal requirements, no one under 21 is allowed into the facility. As detailed on pages [page #'s] of this Handbook, the company offers an array of flexible scheduling arrangements and encourages employees with child care responsibilities to take advantage of them. The Coop also provides personal days and allows employees to use their own sick leave to care for an ill child.

In addition, employees may use payroll deductions to transfer pre-tax earnings to child care accounts administered by the company. Contact the Human Resources department for additional details.

The Coop offers a child care reimbursement program for employees who place children in qualified care while at work. Under the program, the company pays 40% of employees' child care costs up to \$4,000 per year. For employees who pay for child care by the hour, the company reimburses for hours worked, plus lunch breaks, plus 1/2 an hour of travel time to and from work per day. The company does not pay the one-time or annual registration fee.

The child care reimbursement program applies only to child care for employees' children under the age of 13. The care must be provided by a "qualified child care provider" as defined by IRS regulations. (The provider needs to have a Social Security Number or Federal ID Number, must report income to the IRS at the end of the year and may not be a dependent of the employee.)

## **K. Elder Care**

Employees with elder care responsibilities are encouraged to take advantage of the company's flexible scheduling arrangements, as detailed in this handbook. Employees may utilize their paid personal or sick leave benefit to care for an elderly parent or relative.

In addition, employees may use payroll deductions to transfer pre-tax earnings to elder care accounts administered by the company. Contact the Human Resources department for additional details.

Employees who seek time off to care for a parent's serious health condition, should notify the Human Resources department to apply for Family and Medical Leave as described in the leave section of this handbook.

## **L. Adoption**

Employees with more than one year of service with the company are eligible for a cash award of up to [\$1,000] to be applied toward the legal expenses of adopting a child.

## **M. New Baby**

To provide future financial assistance for a new child and to recognize the parents' special event, the Coop will purchase a [\$1,000] treasury certificate for an employee's newborn baby. The certificate is redeemable when the child reaches 21 years of age.

## **IX. Leave Provisions**

### **Paid Time Off (PTO)**

The Coop employees are entitled to paid time off (PTO) in lieu of paid vacation, holidays, sick days or personal days or any other type of paid time off. Full-time employees accrue PTO at the rate of 12 hours/month. Part-time and temporary/ seasonal employees receive PTO on a pro-rata basis.

The Coop encourages employees to take time off to refresh themselves and ensure the high quality of their work. For this reason, full-time employees can accrue PTO to a maximum of 144 hours. Once this maximum is reached, no further PTO will be earned until some PTO is used. Employees will not be paid for any time in excess of accrued PTO. When PTO is used, PTO compensation will begin to accrue again. There is no retroactive grant of PTO compensation for the period of time the accrued PTO was at the cap. PTO can be taken any time after the employee's first day of employment, whenever work schedules permit.

Employees must seek supervisor approval to take PTO and should provide as much advance notice as possible. To receive pay on the days that the office is closed, an employee will need to request PTO.

An employee whose employment terminates will be paid for accrued, unused PTO on a pro rata basis.

Employees on unpaid leave do not accrue PTO. There will be no advance of PTO.

### **A. Vacation**

**Full-time** employees are able to earn up to 18 days of paid vacation time each year. Paid vacation time is accrued on a monthly basis at the rate of 1.5 vacation days per month. Employees begin to accrue vacation time on their first day on the job, but are not eligible to take vacation until after they have completed the 30-day assessment period.

Vacation schedules are subject to approval by the employee's supervisor. Employees seeking to take 1 or 2 days of vacation should provide their supervisor with at least one week notice of their intention to do so. Employees seeking to take 3 or more days of vacation should provide at least two weeks notice. A request for vacation time may be denied during periods of high work load or if several employees intend to take vacation at the same time.

The Coop encourages employees to take vacation to refresh themselves and ensure the high quality of their work. For this reason, vacation time can accrue up to a maximum of six weeks. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation time will begin to accrue again. There is no retroactive grant of vacation time for the period of time the accrued vacation compensation was at the cap.

Part-time employees are entitled to 15 days of vacation time each year, on a pro-rata basis, using a 40-hour work week as the standard. For example, part-time employees who work 20 hours a week, will accrue vacation at the rate of 0.625 days/month (7.5 vacation days a year). The same procedures and restrictions that apply to full-time employees also apply to part-time employees.

Employees do not accrue vacation time while on any type of paid or unpaid leave of absence. An employee whose employment terminates will be paid for accrued unused vacation days.

Temporary/Seasonal employees are not eligible for paid vacation.

Employees may “buy” and “sell” additional vacation days at their regular daily pay rate.

Employees may take unpaid vacation time in addition to paid time off.

## **B. Holidays**

The Coop recognizes ten paid holidays a year. They are:

New Year’s Day  
Martin Luther King’s Birthday  
President’s Day  
Patriot’s Day  
Memorial Day  
Independence Day (Fourth of July)  
Labor Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Day

Additionally, the Coop provides three “floating” holidays, earned by each year of service up to three to be used at employee discretion, with prior notice. Floating holidays may be used by employees seeking to observe religious holidays (e.g Rosh Hashanah, Yom Kippur, Good Friday, Ash Wednesday, Kwaanza, Chinese New Year, Ramadan etc.) or other events such as birthdays, anniversaries, etc.

When a holiday falls on a Saturday, the office will be closed on the preceding Friday to observe the holiday. When a holiday falls on a Sunday, the office will be closed on the following Monday to observe the holiday.

If you are on vacation when a holiday occurs, the holiday will not count against your accrued vacation time.

## **C. Sick Leave**

The Coop recognizes that all employees experience occasional periods of illness that keep them from the job. The company provides each employee up to seven days of paid sick leave a year for employees who are unable to come to work because of an illness. Employees will be credited with sick leave annually on their service anniversary date.

If you are ill and plan to make use of sick leave, please call your supervisor as soon as possible, before the beginning of your normally scheduled hours.

Sick days are for employees to care for themselves when they have a bona fide medical need. Inappropriate use of sick leave may be cause for disciplinary action.

Sick leave does not accrue from year to year; unused sick leave is forfeited. Employees who leave the company will not be reimbursed for unused sick leave.

On each employee's service anniversary date, his or her use of sick leave for the prior 12 months will be reviewed. If sick leave usage is three days or less, the employee's vacation account will be credited with two extra days vacation as a reward for good attendance.

The Coop enables "Compassionate Sick Leave" which allows employees to use their own sick days to care for ill family members, domestic partners or friends.

#### **D. Personal Leave**

The Coop recognizes that employees have diverse interests and responsibilities outside of the workplace and, as a result, may have occasional need to conduct personal and/or family business during their regularly scheduled hours. The company provides employees up to 2]days of unpaid "personal leave" to be used for these purposes.

If possible, employees should give at least 24 hours notice before the intended leave. If the need for leave is unexpected and 24 hours advance notice is not possible, please notify your supervisor as soon as possible.

Personal leave does not accrue from year to year; unused personal leave is forfeited. Employees who leave the company will not be reimbursed for unused personal days.

#### **E. Unpaid Time Off**

In special circumstances, employees may be granted unpaid time off to take care of significant personal business, provided that the time off does not materially affect the conduct of business. Requests for unpaid time off are subject to approval by the employee's supervisor. Unpaid time off will not be granted until all paid time off is exhausted.

#### **F. Leaves of Absence**

Leaves of Absence are temporary absences from employment without loss of employment status. The company offers the following types of leaves of absence:

#### **G. Family and Medical Leave**

Under the federal Family and Medical Leave Act (FMLA), companies with 50 or more employees who each work 20 or more weeks a year are required to provide up to 12 weeks of unpaid family and medical leave. They are also required to post notice of an employee's right to take leave. Companies seeking to better understand the FMLA, or explain it to employees, may find Appendix E helpful.

The Coop offers Family and Medical Leave in compliance with the federal Family and Medical Leave Act (FMLA).

To be eligible for Family and Medical leave, an employee must (1) have at least one year of continuous service with company before the first day of leave and (2) have worked at least 1,250 hours during the previous year.

An employee is entitled to take Family and Medical Leave in the following situations: (1) the birth or adoption of a child, or the placement of a foster child; (2) to care for a spouse, domestic partner, child or parent with a serious health condition; (3) for your own serious health condition. In addition, the National Defense Authorization Act for 2008 provides up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty. The aggregate amount of FMLA time available in a 12-month period cannot exceed 26 weeks.

In situations where the need for leave is known, an employee must provide reasonable advance written notice and certification by a qualified physician. In the case of an emergency where advance notice is not possible, an employee should notify his/her supervisor immediately and provide certification by a qualified physician as soon as feasible.

Employees are entitled to take up to 12 weeks of unpaid Family and Medical Leave during a 12-month period. An employee may substitute accrued paid leave for any portion of the unpaid leave to which he or she is entitled.

Leave may be taken on a reduced or intermittent schedule. An employee should submit written details of a proposed reduced or intermittent schedule to his/her supervisor for approval.

The company will continue to pay its share of the employee's medical benefits during Family and Medical leave. However, the employee will need to maintain his/her regular contribution to premiums during this period. Premium payment for employee or dependent coverage must be paid within 30 days of its due date. If an employee does not return to work after FMLA Leave, the employee is responsible for repaying the cost of health benefits provided during the leave, unless the reason for not returning is due to a serious health condition or other circumstance beyond the employee's control.

Earned leave will not accrue during an unpaid Family and Medical Leave absence, although an employee will suffer no loss of these benefits upon return to regular employment. An employee is not eligible for holiday pay during leave.

An employee who takes Family and Medical Leave is entitled to return to the same or comparable position. If returning from a medical leave for the employee's own serious health condition, he or she will need to submit a doctor's certification releasing him or her to return to work and stating any working restrictions that may apply.

If you have any questions about Family and Medical leave, please contact the Human Resources department.

### ***Pregnancy Disability Leave***

In addition to federal (and state) Family and Medical Leave laws, a number of states have enacted laws that require employers to provide pregnancy disability leave. Massachusetts is not one of these and the Coop does not offer this.

## ***H. Disability Leave***

Employees with one year of service to the Coop are eligible for up to four weeks of unpaid general disability leave for a non-work related temporary medical disability. Requests for leave should be made in writing and supported by a doctor's written certification of disability.

Disability leave may be taken intermittently and does not need to be taken in one continuous period of time.

During an employee's disability leave, the company will continue to provide health insurance benefits under the same conditions as if the employee were actively working. The employee will be required to maintain his/her regular contribution to premiums during this period. Failure to make any required payment for employee or dependent coverage within 30 days of its due date will result in benefit discontinuance. You may also use any paid vacation time previously accrued.

A general disability leave begins on the first day a doctor certifies that the employee is unable to work and ends when the doctor certifies that the employee is able to return to work or after one month of leave, whichever occurs first. An employee returning from a medical disability leave must present a doctor's note showing fitness to return to work.

Employees returning from a non-work related medical leave will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, an employee's return to work will depend on job openings existing at the time of the scheduled return. There are no guarantees of reinstatement and return to work will depend on the employee's qualifications for existing openings.

Any leave taken under this provision that qualifies as leave under the state and/or federal Family and Medical leave acts, will be counted as Family and Medical leave and charged to the employee's entitlement of 12 work weeks of Family and Medical leave in a 12-month period.

[State] workers compensation laws govern work-related injuries and illnesses. the Coop fully complies with these laws in letter and spirit.

## **I. Military Leave**

The Coop complies with all federal and state laws concerning military leave for active duty. Employees called for active duty should contact the Office of Human Resources for further information and provide their duty orders upon receipt from the military.

Regular employees who are members of the National Guard or organized reserves are eligible to be paid the difference between their military duty training pay and their regular compensation, not to exceed 14 calendar days in each year. Upon returning to work from duty, the employees should forward a statement of military pay to the Office of Human Resources so that an adjustment in

earnings can be arranged. Should the employee choose to take this time as vacation, no differential pay will be paid.

Employees who are required to take time off for uniformed services in the military will be automatically granted a leave of absence for the duration of such service, provided the total duration of such leave and all previous military leave(s) from the Coop does not exceed five years, and provided the employee presents his or her written orders in advance to the Office of Human Resources.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), upon the employee's return from uniformed services he/she will be eligible for reemployment in the position that would have been attained through continued employment, including all benefits in which the employee had been a participant or would have participated had he or she remained employed with the Coop. USERRA also provides for the temporary continuation of health care coverage during military leave. Benefits, including health care coverage, will continue as usual during the first two weeks, after which the benefits continuation provisions for unpaid leaves of absence will apply.

For these purposes, "uniformed services" includes the U.S. Armed Services (including the Coast Guard), the Army National Guard and the Air National Guard (when engaged in active duty for training, inactive duty training or full-time National Guard duty), and the commissioned corps of the Public Health Service.

Please see the Office of Human Resources for further details regarding USERRA.

## **J. Bereavement Leave**

Bereavement leave of up to 5 days with pay is provided upon the death of an employee's parent, spouse, child, sibling, grandparent or domestic partner. Employees may also seek time off for important deaths outside of the immediate family. Employees seeking such time off should communicate with their supervisor. The company will be as flexible as possible in accommodating these leave requests.

## **K. Jury Duty**

As part of the Coop's commitment to civic responsibility, employees may receive up to ten days of paid leave for jury duty. If jury service extends beyond the ten day leave period, the employee may submit a request for an unpaid personal leave of absence. Employees called for jury duty should notify their supervisor immediately and provide documentation of such to the Human Resources Department.

## **L. Voting**

Employees may receive time off with pay to vote in city, state, or federal elections. Since polling places are generally open before and after work hours, employees are encouraged to vote during those times, but employees unable to vote before or after their work hours may make arrangements with their supervisors for reasonable time off at the beginning or end of the work day.

## **M. Extended Unpaid Leave/Sabbaticals**

Employees who have completed at least 5 years of service with the Coop are eligible for up to 6 weeks of extended unpaid leave. During this period of time, the company will continue to provide benefits to the employee at the same level prior to the leave. Upon returning from leave, the employee will be reinstated to the same or an equivalent position. The period of unpaid leave will not count towards seniority or other benefits tied to length of service.

## **X. Work Environment**

### **A. Privacy**

Telephones and computers (including voice-mail, e-mail and computer files) are company property and should be used for company business. However, the Coop understands the need for occasional use of these communication tools for personal reasons. (e.g. to make or receive personal phone calls or electronic mail, or to draft personal correspondence). Employees are expected to keep such personal use to a minimum and limit it to non-work hours.

At times, the Coop may decide to inspect Coop property (including voice-mail, e-mail, computer files) for business purposes. In such instances, the Coop will attempt to provide advance notice to employees. An exception may apply in the event there is an immediate business need and the employee is on vacation or a leave of absence.

### **B. Open Communication**

The Coop seeks to foster a work environment characterized by open, direct and honest communication. Such an environment eliminates misunderstandings, increases individual efficiency and productivity, leads to better decision-making, and ultimately improves the quality and value of the work we do. Maintaining such an environment is a responsibility shared by each and every employee.

Employees are encouraged to engage in on-going dialogue with one another and with managers about all aspects of the company's business. We all have lessons to learn from each other, and we all have a stake in the Coop's success.

### **C. Dispute Resolution / Grievances**

Misunderstandings and differences of opinion are bound to occur in any company. These problems tend to arise out of miscommunication or a lack of complete information. If problems are kept hidden, they tend to fester and grow out of proportion to their seriousness. The best way to eliminate a problem is to talk it over and come to agreement on a solution.

For this reason, employees are encouraged to promptly bring problems, questions or complaints to the attention of their immediate supervisor. The supervisor knows more about the employee and his or her job than any other member of management and is best situated to help resolve problems satisfactorily. In most cases, the problem can be immediately solved after this first step is taken.

Sometimes a second step may be necessary. If an employee feels that his/her problem has not been addressed fully or fairly, or if the problem directly concerns the supervisor, the employee should discuss the matter with a Human Resources manager. If immediate corrective action is possible, the



employee will be promptly notified and the corrective action will take place. If not, the employee will be kept informed of the dispute resolution process, which will be implemented as promptly as possible.

#### **D. Bulletin Boards**

The Coop has posted numerous bulletin boards throughout the workplace to display legally required information, as well as general information that may be of interest to employees. We encourage employees to review the bulletin boards on a regular basis.

Special bulletin boards are designated for employee use and are available for all employees to post material they believe may be of interest to colleagues. Employees are expected to use good judgment in deciding what to post on the bulletin boards. The company reserves the right to remove any material deemed offensive or inappropriate.

There will also be a password access only partition on the Coop's website, which will contain all of the Coop's bulletins and announcements

#### **E. Safety**

Employees are one of our most important assets and employee safety is one of our greatest responsibilities. The Coop's approach to employee health and safety is based on these fundamental principles:

The Coop has an obligation to create and maintain a safe and healthy workplace for our employees.

The Coop believes that every employee must work safely at all times. Working safely is a top priority.

The Coop creates a safe and healthy work environment by working with employees to eliminate unsafe conditions and to reduce exposure to hazards.

Every manager and supervisor is directly responsible for taking a leadership role in ensuring the health and safety of all employees. Helping employees understand and comply with the Coop health and safety rules and standards is a primary responsibility of each manager and supervisor. Each employee is responsible for working in a safe and healthful way at all times, knowing the safety rules and policies, wearing required personal protective equipment, and for looking out for the health and safety of fellow employees.

It is never the Coop's intention to assign an employee a task that is unsafe or risks injury. If an employee feels that he or she has been asked to do a task that is unsafe; or if an employee sees a situation that has the potential to be unsafe, he or she should raise the matter with a supervisor right away. If not satisfied with the supervisor's response, the employee should contact Human Resources.

In the event an employee is injured on the job, he or she must immediately report the injury to a supervisor.

#### **F. Security**

The security of the Coop facilities as well as the welfare of the Coop employees requires that every individual be constantly aware of potential security risks. Employees should immediately notify their supervisor when unknown persons are acting in a suspicious manner, in or around the facilities, or when they have reason to believe that a colleague presents a risk to the security of others in the workplace. Also, employees should promptly notify their supervisor when office keys, security passes or identification badges are lost or misplaced.

#### **G. Smoke-Free Work Environment**

Employees are expected to contribute to a clean, healthy work environment by refraining from smoking, vaping, chewing tobacco and using all other tobacco products while inside company facilities or company vehicles.

#### **H. Fragrance-Free Work Environment**

The aroma of the Coop's workplace will be very strong. Person's who are allergic to cannabis should NOT be working here. Some employees are allergic or sensitive to other fragrances, such as colognes, perfumes, lotions, deodorants, and other hygiene products. Please recognize this and be considerate of others.

#### **I. Neatness and Cleanliness**

All employees are responsible for creating a clean, pleasant and professional work environment. Employees should help by maintaining their work area in a neat and tidy manner and cleaning up after themselves in the break area. Employees should not leave food out in the open or around their work area. We are laboring to create a homeostatic biological environment idealized for our cannabis plants and antithetical to their predators. Please be thoughtful about predators, insects, mold spores and other critters hitching a ride on your clothes, shoes, hair, hands or lunchbox.

#### **J. Solicitation of Support for Causes**

While the Coop supports active employee involvement in community and charitable organizations, the following rules apply to workplace solicitation:

Employees may engage in solicitation on the Coop premises only during their non-working time and in non-work areas. (Non-working time means time during meals and breaks and before or after work.); and,

Employees may only engage in solicitation in a way that does not interrupt the work of others, does not put pressure on others and that respects colleagues' wishes.

### **XI. Care for Our Community and Environment**

#### **A. Time Off For Good Behavior - Support for Employee Volunteerism**

The Coop encourages all employees to be active, contributing members of the community. The company supports the philanthropic and voluntary activities of our employees by providing up to [20] hours of paid leave time a year for employees to volunteer their time at local community non-profit organizations. The company also matches employee contributions to 501(c)(3) non-profits, dollar for dollar, up to [\$250] per year. Matches apply only to contributions in amounts of [\$25] or more.

To qualify, employees must provide verification of their time or monetary contributions. They also must demonstrate that the work of the beneficiary organization is consistent with the company's core social values, as defined by the CEO.

In addition, once a year the Coop organizes a community service event to benefit a local community organization that employees choose. The event takes place on a Saturday and all employees are encouraged to participate. Refreshments and supplies/equipment are provided by the company.

## **B. Care for the Environment**

The Coop seeks to conduct business in a way that minimizes the impact on our natural environment. We ask that all employees:

- Utilize office supplies and other resources in an efficient and prudent manner;
- Make use of designated recycling receptacles for paper, glass and cans;
- Make every effort to conserve energy, water and supplies (e.g. turn off copiers, computers and lights when not in use);

## **C. Support for Alternative Commuting**

We realize that, by design, most of our facilities will be remote. With that being the case, , the Coop strongly encourages employees to use public and “alternative” forms of transportation to commute to work. As an incentive, the company offers commuter checks to full-time employees who take public and alternative transportation to work on a regular basis. Public transportation includes subway, bus, train and ferry. “Alternative” transportation includes carpools of three or more, walking, running or riding a bicycle to work.

## **XII. Conclusion**

This handbook has been provided to you as a guide to policy and practices that apply to the relationship between you and the Coop. Please do not hesitate to ask your supervisor or a Human Resources representative about any item referenced in this handbook.

**Please read and sign the acknowledgment form on the following page, and return it to your supervisor within three days of receipt.**

**Acknowledgment of Receipt**

*I acknowledge that I have received a copy of the Coop’s employee handbook. I fully understand the policies articulated in the handbook and accept them as a condition of employment.*

-----  
*Employee’s signature*

-----  
*Date*

## Appendix A

### Sample Welcome Letter

*“..It is our Coop policy not to blindly accept ‘good business’ rules. It has always been my intention to think things through and then proceed with a philosophy that values fairness, cooperation, honesty and quality over just dollars and standard business practices. In addition, we recognize that we do not operate in a vacuum - we have responsibilities as an organization not only to our customers, vendors and employees; but also our community and to the environment.*

*This is more challenging, however, and of course nothing is possible if the Coop is losing money.. While the management staff and myself set our goals, it takes the cooperation of everyone here to attain them. We ask for your patience, sense of humor, and full commitment to your job. We would like to commit ourselves to offer you sane, controlled growth in a Coop that we want to see keep getting better as it gets bigger.*

*I feel that as a part of this organization you are part of something special. In our market, we are the best there is. I am proud that a small organization like this one can reach out and do the things we have done. You who work here are responsible for our successes, you are our success. This Coop’s growth and vitality is a process of continual creativity that everyone here is very much a part of.”*

*-- Brandon Gates – CEO & Executive Director*

## Appendix B

### Sample Language: Behavior That May Constitute Sexual Harassment

*The following conduct is inappropriate in the workplace and may constitute sexual harassment. Engaging in such behavior may subject an employee to discipline, up to and including termination.*

**Verbal Conduct--** *unwelcome teasing, insults, innuendoes, jokes, remarks, comments, questions or stories of a sexual nature; pressure for dates or sexual favors, promises of career advancement in return for sexual favors; threats of adverse action if sexual favors are not given; turning work discussions to sexual topics; whistling at someone; kissing sounds, referring to an adult as “baby,” “honey,” “doll,” or “hunk; or asking about another’s sexual history.*

**Visual Conduct--** *posters, calendars, cartoons or other materials of a sexual nature.*

**Physical Conduct--** *unwelcome touching, leaning over, cornering, pinching, patting, rubbing against, stroking, neck massages or other physical contact of a sexual nature.*

**Other Behavior--** *sexually suggestive looks, staring, and looking at another person (“checking the person out”), gesturing; lip-licking, or sticking out one’s tongue in a sexually suggestive manner; or communicating in any manner that an employee will be adversely affected if sexual demands are not met.*

*Source: Fannie Mae*

### **Employee vs. Independent Contractor Status**

Under IRS guidelines, classifying a worker as an employee or an independent contractor depends on 20 articulated factors. Workers are generally classified as employees if they:

- (1) Must comply with employer's instructions about the work;
- (2) Receive training from or at the direction of the employer;
- (3) Provide services that are integrated into the business;
- (4) Provide services that must be rendered personally;
- (5) Hire, supervise and pay assistants for the employer;
- (6) Have a continuing working relationship with the employer;
- (7) Must follow set hours of work;
- (8) Work full time for an employer;
- (9) Do their work on the employer's premises;
- (10) Must do their work in a sequence set by the employer;
- (11) Must submit regular reports to the employer;
- (12) Receive payments of regular amounts at set intervals;
- (13) Receive payments for business and/or traveling expenses;
- (14) Rely on the employer to furnish tools and materials;
- (15) Lack a major investment in facilities used to perform the service;
- (16) Cannot make a profit or suffer a loss from their services;
- (17) Work for one employer at a time;
- (18) Do not offer their services to the general public;
- (19) Can be fired at any time by the employer;
- (20) May quit work at any time without incurring liability.



**For a worker to be classified legitimately as an independent contractor, most, but not necessarily all, of these 20 factors must weigh against employee status. No single factor is considered decisive.**

For more information, refer to IRS Manual 4600 on Employment Tax Procedures, as well as any applicable state laws.

<b>Appendix D</b>
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### **Flexible Scheduling Request Form**

This form appears courtesy of Rodgers & Associates, the research and consulting arm of BSR member company Work/Family Directions. If you seek assistance in developing or evaluating flexible scheduling options, you can contact Rodgers & Associates at 617-278-4100.

## **Flexible Scheduling Request Form**

I. (Employee completes this section)

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

Date: \_\_\_\_\_

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

Department: \_\_\_\_\_

Exempt or Non Exempt  
(please circle)

Manager: \_\_\_\_\_

Date request submitted to manager: \_\_\_\_\_

**Flexible Scheduling Arrangement Requested:** (please circle)

\* Flex-Time

\* Compressed Work Weeks

\* Part-Time/Reduced Schedule

\* Job Sharing

\* Telecommuting

**Describe your current schedule and the hours/schedule requested:**

	<b>Days/Hours (Current)</b>	<b>Days/Hours (Requested)</b>	<b>On-Site (x)</b>	<b>Off-Site (x)</b>
Monday	_____	_____	_____	_____
Tuesday	_____	_____	_____	_____
Wednesday	_____	_____	_____	_____
Thursday	_____	_____	_____	_____
Friday	_____	_____	_____	_____
Saturday	_____	_____	_____	_____
Total Weekly Hours:	_____			

**How will your proposed schedule sustain or enhance your ability to get the job done?**

---

---

**What potential barriers could your changed schedule raise with:**

**a) external customers (b) internal customers (c) co-workers (d) your manager (e) others**

a) external customers:

b) internal customers:

c) co-workers:

d) your manager:

**How do you suggest overcoming any challenges with these groups?**

**(If applicable): Describe any additional equipment/expense that your arrangement might require. Detail any short- or long-term cost savings that might offset these expenses.**

**What reasonable deliverables and measurements would you propose for you and your manager to assess how your performance is meeting or exceeding expectations. Be as quantitative as possible.**

**What review process with your manager do you propose for monitoring and improvement of your flexible work process. Are there measurable outcomes to use in this process?**

**II. (Manager completes this section)**

**Request for a Flexible Scheduling Arrangement \_\_\_\_\_ Approved or \_\_\_\_\_ Declined**  
**If declined, please describe why:**

Manager's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Effective Date of Flexible Scheduling Arrangement: Beginning \_\_\_\_\_ Ending \_\_\_\_\_

**The Mass Cannabis Growers Coop  
Affidavit  
Declaration of Domestic Partner**

I. Declaration

We, \_\_\_\_\_ and \_\_\_\_\_ certify that we are domestic partners in accordance with the following criteria and eligible for domestic partners benefits under the Coop 's Benefits program.

II. Status:

We have an intimate, committed relationship of mutual caring. We have been in this relationship for at least 6 months.

We live together (living together means that you share a place to live, you don't both have to be on the rental agreement or deed);

We agree to be responsible for each other's basic living expenses (food and shelter) during our domestic partnership. We agree that anyone who is owed these expenses can collect from either or us;

We are 18 years of age or older;

Neither of us is married;

Neither of us is related to the other as a parent, brother or sister, half brother or sister, niece, nephew, aunt, uncle, grandparent or grandchild;

Neither of us has a different domestic partner now

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Date

## **Understanding the Family and Medical Leave Act**

### ***Who is eligible for Family and Medical leave?***

*An employee is eligible for leave if he or she has worked for the company for more than 12 months, and for at least 1,250 hours during the 12-month period immediately prior to the date the leave is to commence.*

### ***What is Family and Medical Leave?***

*Family and Medical Leave is an unpaid, job protected leave of up to 12 workweeks in a 12-month period. The leave is for the birth and care of an employee's newborn child; the placement with the employee of a child for adoption or foster care; the serious health condition of an employee or an employee's spouse, child or parent.*

### ***What restrictions apply to how leave can be taken?***

*Leave may be taken intermittently, with approval of the supervisor--which means taking leave in two or more blocks of time, or by reducing the employee's normal weekly or daily work schedule. Employees should try to schedule leave so as to minimize disruptions to company operations.*

*Leave for birth and care of a child, or placement for adoption or foster care must conclude within 12 months of the birth or placement.*

### ***What verification is required for Family and Medical Leave?***

*Employees must provide verification to support the need for leave due to a serious health condition or the adoption or placement of a foster child.*

### ***How will Family and Medical Leave affect my position?***

*Employees who take Family and Medical Leave will return to the same or comparable position.*

### ***What effect will Family and Medical Leave have on my benefits?***

*The company will maintain the employee's health insurance during the period of leave. The employee will be required to maintain his/her regular contribution to premiums during this period. If the employee does not return to work after the leave, the company will seek to recover the premiums it paid during the leave.*

*The leave of absence will not apply towards an employee's length of employment and therefore may affect seniority as well as vacation and sick leave eligibility.*

***How will Family and Medical Leave affect other types of leave?***

*Employees are required to apply their accrued paid time off (vacation, sick leave, etc) toward family and medical leave.*

***How much notice must I provide to take Family and Medical Leave?***

*Employees seeking to take Family and Medical Leave are required to provide 30-day advance notice of the need to take leave when the need is foreseeable and such notice is practicable. Employees should inform both their supervisor and the Human Resources department of the intention to take leave.*

***Can Family and Medical Leave be denied?***

*In certain circumstances, an employee may be denied a leave if it will cause substantial and grievous economic injury to the company.*

## **Greening Your Service or Retail Business: 80 Easy, Everyday Ways to Improve Your Company's Environmental Performance**

Attached is a list of some simple ideas to help business reduce energy consumption and decrease the impact of daily business operations on the environment. The items range from addressing paper and packaging usage to improving employee and material transportation systems and inventory control methods. This list is provided to give you a flavor of how almost every aspect of a business affects the environment and how significant changes can be made through relatively easy operations changes.

The following suggestions have been excerpted from "Business Guide for Reducing Solid Waste" published by the US Environmental Protection Agency, and an environmental pamphlet produced by New England Businesses for Social Responsibility.

The Business and the Environment Program of the BSR Education Fund (BSREF) helps companies reduce their energy consumption and pollution generation and improve productivity while increasing environmental performance and bottom line profitability.

To assist companies improve their environmental standing, the BSREF staff have recently been involved in a number of technical assistance and business outreach programs which include writing an Opportunities Assessment Guide for the Climate Wise program, a voluntary federal program designed to reduce industrial greenhouse gas emissions.

BSREF has also fostered a number of supplier partnerships to help drive environmental improvements further back in the supply chain. Active supplier programs are currently underway in the printing, paper and publishing industries, with the apparel industry and through the Climate Wise program with General Motors and Detroit Edison and with Fetzer Vineyards.

Also, BSREF is active in creating a more sustainable economy in Pittsburgh through a generous grant from the Heinz Endowments, providing some small- to mid-sized manufacturers with eco-efficiency resources and expertise and through the sharing of best practices information.

The BSREF staff have also been working with the Pollution Prevention Partnership in Colorado and in New England assisting businesses improve their environmental performance through education, technical assistance and outreach.



## PAPER

Establish a company-wide double-sided copying policy, and be sure that future copiers purchased by your company have double-sided capability.

Reuse envelopes or use two-way ("send-'n-return") envelopes.

Keep mailing lists current to avoid duplication.

Make scratch pads from used paper.

Circulate (rather than copy) memos, documents, periodicals and reports.

Eliminate unnecessary reports.

Reduce the amount of advertising mail you receive by writing to the Direct Marketing Association Mail Preference Service, PO Box 9008, Framingdale, NY 11735-9008, and ask that your business be eliminated from mail lists.

Use outdated letterhead for in-house memos.

Put company bulletins on voice or electronic mail or post on a central bulletin board.

Use e-mail instead of paper memos.

Use fax-modems instead of faxing hard copies.

Save documents on hard drives or floppy disks instead of making paper copies.

Use central files to reduce the number of hard copies your company retains.

Proof documents on the computer screen before printing.

Donate old magazines and journals to hospitals, clinics or libraries.

## PACKAGING

Order merchandise in bulk.

Purchase products with minimal packaging and/or concentrated form.

Work with suppliers to minimize the packaging used to protect their products.

Establish a system for returning cardboard boxes and foam peanuts to suppliers for reuse.

Request that deliveries be shipped in returnable and/or recyclable containers.

Minimize the packaging used for your products

Use reusable and/or recyclable containers for shipping your products.

Repair and/or reuse pallets or return them to your supplier.

Chip damaged pallets and use them for landscaping mulch.

Reuse newspaper and shredded paper for packaging.

Reuse foam packing peanuts, “bubblewrap” and cardboard boxes, or donate them to another organization.

## INVENTORY/PURCHASING

Buy products with a high level of post-consumer recycled content.  
Implement an improved inventory system (such as systems based on optical scanners) to provide more precise control over supplies.  
Avoid ordering excess supplies that may never be used.  
Advertise surplus and reusable waste items through a materials exchange.  
Set up an area in your business for employees to exchange used items.  
Donate surplus produce to food banks, if still edible.  
Substitute less toxic or non-toxic products for products such as inks, paints and cleaning solvents.  
Use products that promote waste reduction (products that are more durable, of higher quality, recyclable, reusable).  
Where appropriate, order supplies in bulk to reduce excess packaging.

## RECYCLE METALS, PLASTICS & GLASS

Establish an effective recycling system for all returnable metal cans, plastic and glass containers.  
Don't throw paper clips away; save them and re-use.  
Don't use plastic eating utensils or paper plates unless no other alternatives exists.  
Encourage the use of long-lasting consumer items such as pens, razors, etc.

## LIGHTING & HVAC

Install energy efficient lighting wherever possible.  
Maximize your use of natural lighting.

*Lockheed architects designed a building that improved the workplace environment by making greater use of daylighting and increasing the opportunity for worker interaction. The resulting facility saves \$300,000 to \$400,00 annually in energy bills and has increased productivity by 15%*

Install motion sensors or train staff to turn off lights when not in use.  
Use localized lighting controls, to minimize the lighting of unused space.  
Install timers on lighting systems.  
Install automatic thermostats that can be programmed to heat or cool a facility only when necessary.  
Establish casual dress policies during summer months.  
Install energy recovery ventilation systems.  
Consider ways in which your business can utilize solar power.  
Talk with your local utility about obtaining a free energy audit to evaluate your current lighting and HVAC systems.

## WATER CONSERVATION

Locate and fix leaks routinely.

Install efficient, water saving fixtures such as faucet aerators, toilet dams, low-flow shower heads and toilets.

*Harrah's Hotel and Casino was able to reduce energy and water costs for sheet cleaning by \$70,000 a year when they simply asked their guest whether they wanted their sheets cleaned everyday -- the vast majority said no.*

Reduce water used for landscaping by installing soil moisture indicators or rainfall sensors. Regulate your use of automatic sprinkler systems; they should be used only at night and only when needed.

Consult your landscaper about low water use plantings

## TOXICS

Evaluate your total physical plant, maintenance/facilities department and all processes to determine ways to cut down on the use of toxic chemicals.

Create a plan to ensure that you are safely disposing of all toxics, including those which are seemingly harmless including: batteries, copier toner, paints, dyes, solvents, etc.

Use biodegradable cleaners whenever possible.

## TRANSPORTATION

Create incentives and encourage all employees to carpool or use mass transit when traveling to work and to company-related functions.

Create incentives and encourage employees to walk or ride bicycles to work, between various buildings in the same area, for lunch or other work-related transportation.

Encourage employees to take the stairs.

Evaluate all business trips, both local and long distance to see if they can be decreased and/or combined.

Buy energy efficient fleets and keep them well maintained.

On business trips, rent smaller, compact cars.

## **EQUIPMENT**

Rent equipment that is only used occasionally.  
Reuse worn out tires for landscaping, swings, etc.  
Purchase remanufactured office equipment.  
Establish a regular maintenance routine to prolong the life of equipment like copiers, computers and heavy tools.  
Use rechargeable batteries where practical.  
Install reusable furnace and air conditioner filters.  
Reclaim usable parts from old equipment.  
Return fax and printer cartridges or return them to the supplier for remanufacture.  
Sell or give old furniture and equipment to other businesses, local charitable organizations or employees.

## **ORGANIC WASTES**

Compost yard trimmings or ask your landscape contractor to compost them.  
If unable to compost on site, investigate participating in a municipal composting program.  
Choose a landscape design that needs low maintenance.  
Use a worm bin or convert non-fatty food wastes into potting soil (called vermicompost).  
Use a mulching lawnmower and leave grass clippings on the lawn.

## **CONSUMER & EMPLOYEE EDUCATION**

Teach your customers and employees about the importance of reducing waste. Efforts could include promotional campaigns, brochures, newsletters, banners, newspaper advertisements, product displays, store signs and information on labels.  
Encourage reuse of shopping bags.  
Offer customers a rebate when they reuse bags, containers, mugs or cups for refilling.  
Involve your employees in your recycling and conservation programs.  
Utilize employee suggestion systems and recognize your offices' successes.  
Continually keep people apprised of your progress.

### **Unusual Benefits**

In the course of researching “best practices” for this Handbook, we ran across a variety of unusual benefits that did not easily fit into any of the topic areas typically included in an employee handbook. Because they might be of interest to your company, we are including them in this appendix. They include:

Paying the brokerage fees for employee purchases of company stock;  
Providing all employees(full- and part-time) options on 100 shares of company stock;  
Acquiring or setting aside land as a “company garden” for employees to plant flowers, vegetables, herbs, etc;  
Operating a park or ranch for the use of employees and their families;  
Providing free groceries for employees who wish to eat lunch in;  
Providing free Costco cards to employees;  
Implementing a “sober rides” program that reimburses the cost of taxicab rides for employees who are unable to get home from a party or bar because they have been drinking.  
Reimbursing employees for up to \$30 towards a birthday dinner (with a receipt);  
Providing employees 8 hours of paid time off if their birthday is a workday;  
Providing a \$100 gift certificate to any employee who gets married;  
Providing employees free chocolates on Valentine’s Day;  
Providing employees a free potted plant on Mother’s Day;  
Providing employees a free turkey on Thanksgiving/Christmas;  
Providing employees a free 5lb. ham on Easter;  
Providing a Christmas dinner in the employee cafeteria, plus an extra hour of lunch time to enjoy it.

If your company offers an unusual benefit that we can add to this list, please let us know. We would be happy to reference it, and give your company credit for it, in our next edition of the Model Employee Handbook.

## MCGC Separation of Recreational from Medical Operations:

Mass Cannabis Growers Cooperative, LLC. (MCGC) is a recreational craft cooperative and has no medical operations.

# Mass Cannabis Growers Cooperative, LLC.

## Energy Compliance Plan

The Mass Cannabis Growers Cooperative, LLC is committed to conservation at sustainability at all levels of cannabis production and commerce.

Energy consumption for lighting, cooling and dehumidifying indoor grow spaces is at the top of the list of annual expenses followed by trimming and preparing finished cannabis for registered MRE's.

The Mass Cannabis Growers Cooperative, LLC will implement the use of high scale LED lighting fixtures whenever possible and dedicate the professional talents of its executive team and staff towards developing new sustainable options for cooling and dehumidifying.



## Mass Cannabis Growers Cooperative, LLC. Safety Plan for Manufacturing

The CEO, Brandon Gates, has spent a good amount of time in Colorado apprenticing marijuana cultivation. Colorado has a comprehensive 78 page Marijuana Manufacturing Guidance Document downloadable at [https://deohs.washington.edu/sites/default/files/documents/Guide-to-Worker-Safety-and-Health-in-the-Marijuana-Industry\\_FULL-REPORT.pdf](https://deohs.washington.edu/sites/default/files/documents/Guide-to-Worker-Safety-and-Health-in-the-Marijuana-Industry_FULL-REPORT.pdf)  
As such, the Coop has decided to adopt this report as it's Safety Plan for Manufacturing

With this said, here are some features of the safety plan targeted to our operations in Holyoke.

1. The Chief Compliance Officer, Miira Gates, who also sits on the Board or Directors and is a major shareholder, is the Safety Officer at the Holyoke location at the outset of our operations.
2. At this initial stage, we do not plan on manufacturing any products other than cultivating marijuana flowers, sugar leaf and trim and the only post curing manufacturing will be Coop branded pre-rolled joints
3. Should we seek future permitting for manufacturing, we plan to extract cannabinoids and terpenoids from flowers and leaves using pressure and/or phase-change carbon dioxide and not with flammable materials like alcohol or non-polar solvents
4. We have a sprinkler system
5. We have four (4) fire exists in our facility, each accessible from all points in the building.
6. To address human health conditions, we plan on controlling CO2 concentrations within the building to less than 1200 PPM through use of fresh air exchange.
7. The above to be validated by at least once per year safety checks and drills which will be chronicled.

## **Mass Cannabis Growers Cooperative, LLC**

### **Qualifications and Training**

Training As required by 935 CMR 500.105(2), and prior to performing job functions, each of the Mass Cannabis Growers Cooperative, LLC agents will successfully complete a comprehensive training program 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. On or after July 1, 2019, all of Mass Cannabis Growers Cooperative, LLC current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Mass Cannabis Growers Cooperative, LLC new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Mass Cannabis Growers Cooperative, LLC owners, managers, and employees will then successfully complete the program once every year thereafter. Mass Cannabis Growers Cooperative, LLC will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Mass Cannabis Growers Cooperative, LLC records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request. As part of the Responsible Vendor program, Mass Cannabis Growers Cooperative, LLC 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. Such other areas of training determined by the Commission to be included; and 6. Other significant state laws and rules affecting operators, such as: • Local and state licensing and enforcement; • Incident and notification requirements; • Administrative and criminal liability and license sanctions and court sanctions; • Waste disposal and health and safety standards; • Patrons prohibited from bringing marijuana onto licensed premises; • Permitted hours of sale and conduct of establishment; • Permitting inspections by state and local licensing and enforcement authorities; • Licensee responsibilities for activities occurring within licensed premises; • Maintenance of records and privacy issues; and • Prohibited purchases and practices.

Mass Cannabis Growers Cooperative, LLC. (MCGC) is a craft cooperative and consortium of professional cannabis growing member owners. Each member owner will either manage one or several gardens personally and/or hire their own employees. A member owner is assumed to either have an extended background in cannabis, to be related to someone who does or intends to hire the best candidate to possess said knowledge. Qualifications possessed by candidates for employment should match those required for personnel employed within gardens operated by senior management (The Executive Gardens), but are ultimately at the discretion of member owners.

All members and employees sign agreements that they have received and read the employee handbook and agree to its contents within. This agreement constitutes the first act of employee training for conduct and MCGC policies to be followed. MCGC is not responsible for the training and tutelage of individual member owners or their employees, beyond issuance of the MCGC Cultivation Manual \*See Policies and Procedures For Cultivation. Each member

owner and his or her employees have responsibility in and take an active role for learning the proprietary cultivation and production methods of MCGC and The Executive Gardens.

All member owners of the cooperative sign and agree to the *Mass Cannabis Growers Coop, LLC. (MCGC) Cooperative Marketing Agreement For Cannabis*. Hiring will be at the discretion of each individual member owner, but the qualifications and training associated with said position should mirror that of the Executive Gardens. Hiring must also adhere to mandates of the *Host Community Agreement* for a given township of operation and those outlined in the MCGC *Social Impact* documents.

**The Executive Gardens** set the standard for quality, compliance and integrity that all members are to follow. MCGC executive team and owners of The Executive Gardens are as follows:

The Coop's Chair, CEO and Executive Director is **Brandon Gates**. Brandon is a Massachusetts born and raised 37-year-old master cannabis grower who, at 18, apprenticed in Vancouver BC where he learned large-scale automated hydroponics. Relocating to California he worked 40 hours per week managing a 14-person trimming and harvesting crew, managed 500 mature plant plots and participated in the country's first medical marijuana program. He then moved to Colorado and worked in the first legal retail recreational cannabis environment. In 2016 he designed the genetic library for and helped create the recreational cannabis company RNW Agriculture in Bellingham, WA.

President, Chief Technology Officer and the person in charge of compliance is **David Mager**. He was one of the organizers of the first Earth Day and since that time has worked in the

environmental sustainability arena with over 350 Fortune 500 and socially responsible companies as well as consulting to the cannabis industry in California. David, a scientist and inventor, is an ISO 9000 Total Quality Management lead auditor, expert in lighting and pioneer in Controlled Environment Agriculture indoor growing where he grew produce indoors under artificial lights in the winter in the NE with less energy per pound than it takes to grow outdoor produce in California, harvest it, put it on a refrigerated truck and ship it to the NE. David is an author of Street Smart Sustainability and was an advisor on President Obama's USDA Transition Team.

The Chief Operating Officer is **Dave Jackson**. Dave owned the longest continuously operating organic CSA (Community Supported Agriculture) in Massachusetts - Enterprise Farms for 25 years and sold fresh organic produce delivered to Harvard and to all Whole Foods in the Northeast corridor. Dave has been a member of several organic produce grower cooperatives. Dave is now production manager of Mannheim Farm, a 400-acre year-round, specialty vegetable operation.

MCGC, its member owners and *The Executive Gardens* is committed to a policy of equal employment opportunity. We recruit and hire applicants without regard to race, color, religion, sex (including pregnancy), national origin, disability, age, sexual orientation, veteran status, genetic information, or any other factor prohibited by law

***The Executive Gardens*** is a microbusiness under the ownership of Executive Director Brandon Gates and will be the largest initial cohesive garden canopy of 6,000 SF. The Executive Gardens has a projected staffing model of 10 individuals age 21 and older and stratified as follows:

- Director of Cultivation- Brandon Gates  
*20 + years hands on cannabis cultivation experience.*  
*10 years management experience.*  
*BS Environmental Sciences/Toxicology Umass, Amherst.*
- -Cultivation Supervisor-TBD
- -Cultivation Associates-TBD
- -Junior Cultivation Associates-TBD

The **Cultivation Supervisor** is responsible for overseeing the 10,000 SF recreational production space in Holyoke, Massachusetts pursuant to and in compliance with local and state laws and regulations, including especially MA 935 CMR 500 et seq.

This individual is the manager in charge of a range of day to day tasks at the Holyoke facility. The Cultivation Supervisor will identify work tasks, schedule, train and manage cultivation associates, and clearly and concisely communicate needs to the director of cultivation for staffing, supplies and equipment.

A brief synopsis of the expansive duties include: ensuring staff compliance, training and scheduling of cultivation associates and junior production associates, management and maintenance of supplemental lighting, irrigation, ventilation and nutrient systems, perform all tasks outlined in the MCGC proprietary cultivation manual, plan and implement Integrated Pest Management efforts and maintaining an accurate database for seed to sale software.

Qualifications for the position should include:

1. Five years of operations or logistics experience
2. Strong analytical and problem-solving skills
3. Five years supervisory experience
4. Strong technical ability
5. A bachelor's degree from an accredited university
6. Be proficient in Microsoft Word and Excel
7. Experience with plant or animal maintenance
8. Valid driver's license and transportation
9. No restriction on days of the week or times available to work
10. At least 21 years of age
11. No felony or drug related felony
12. The ability to pass a comprehensive background check

Ability to perform physical duties as outlined in the MCGC cultivation manual; a) stand and walk for extended periods of time; b) bend, squat and stoop, twist and bend the neck and waist and reach above and below shoulder height to grasp objects; c) bend and lift loads of up to fifty (50) lbs; d) use hands for grasping, pushing, pulling and fine manipulation

**Preferred:**

1. Plant Science or Horticulture degree from accredited university

2. Prior greenhouse or manufacturing experience
3. Large scale recreational or illicit cannabis cultivation experience

Each **Cultivation Associate** will be responsible for the primary day to day cultivation duties of a state of the art 6,000 SF recreational cannabis cultivation facility in Holyoke, MA.

These duties include cultivation, feeding, pruning, soil mixing, equipment maintenance, harvesting, trimming and packaging as production demands require as well as maintaining a clean and safe work environment.

Cultivation Associates must be able to enter data into the METRC seed to sale software program regulations as it relates to cultivation and be proficient with its use.

The Cultivation Associate has responsibility in and takes an active role for learning the proprietary cultivation and production methods of MCGC and The Executive Gardens.

Cultivation Associates report to the Production Supervisor.

Qualifications for the **Production Supervisor** position should include:

1. Strong attention to detail
2. High energy, enthusiasm and the willingness to do whatever it takes to get the job done
3. Ability to multi-task and follow through on all duties
4. Skilled in general computer operating systems and applications
5. Experience with plant or animal maintenance
6. Valid driver's license and transportation
7. At least 21 years of age
8. No felony or drug related felony
9. The ability to pass a comprehensive background check

10. Ability to visually examine products for quality and signage/labeling accuracy

11. Ability to perform physical duties as outlined in the MCGC cultivation manual; a) stand and walk for extended periods of time; b) bend, squat and stoop, twist and bend the neck and waist and reach above and below shoulder height to grasp objects; c) bend and lift loads of up to fifty (50) lbs; d) use hands for grasping, pushing, pulling and fine manipulation

Preferred:

1. Prior greenhouse, agricultural or manufacturing experience

Each **Junior Production Associate** is responsible for the trimming and packaging duties associated with The Executive Gardens facility in Holyoke, MA.

These duties include the harvesting and trimming including finishing or drying and packaging of cannabis.

Qualifications for the position should include:

1. Strong attention to detail
2. High energy, enthusiasm and the willingness to do whatever it takes to get the job done
3. Ability to multi-task and follow through on all duties
4. Skilled in general computer operating systems and applications
5. Experience with plant or animal maintenance
6. Valid driver's license and transportation
7. At least 21 years of age

8. No felony or drug related felony
9. The ability to pass a comprehensive background check
10. Ability to visually examine products for quality and signage/labeling accuracy
11. Ability to perform physical duties as outlined in the MCGC cultivation manual; a) stand and walk for extended periods of time; b) bend, squat and stoop, twist and bend the neck and waist and reach above and below shoulder height to grasp objects; c) bend and lift loads of up to fifty (50) lbs; d) use hands for grasping, pushing, pulling and fine manipulation
12. Prior greenhouse or manufacturing experience a plus



## **Mass Cannabis Growers Cooperative** **Energy Efficiency and Conservation Procedures**

Energy and Resource Conservation are important philosophical missions to the Coop. The Co-op will adopt and use best management practices as determined by the CCC to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide report such energy usage to the CCC as required. The procedures listed below are a part of the Energy and Resource Conservation practices the Coop plans to implement.

The Co-op is committed to identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities, pursuant to *935 CMR 500.105(15)*.

In controlled environment agriculture, particularly for indoor cannabis growth, huge amounts of energy are required. And due to the strict limits on cannabis photoperiods such that during flowering the plants may only receive 12 hours or less light per day, natural lighting is not a viable solution unless one limit oneself to one crop per year and complex automated light curtains. To comply with 935 CMR 500.120(11) the key is to buy LED's that are on the DesignLights Consortium Horticultural Qualified Products List ("DLC list"). To further conserve, the best option is to use mostly red and blue LEDs since green light is not really used by cannabis plants (thus the reason the plants are green). Horticulture Lighting Power Density must not exceed 36 watts per square foot. To ensure that energy usage does not exceed this threshold, MCGC will monitor energy consumption and regularly assess the effectiveness of operational changes in reducing energy consumption.

Another plan we will seek to implement involves avoiding the use of air conditioning and dehumidification through the use of venting the outside air into the facility and venting the inside air through biofilters packed with shredded cannabis plant sticks and stems which will absorb smells and compost/decompose them into CO<sub>2</sub> which will enhance plant growth.

Additionally, as MCGC engages in renovations, expansions, or upgrades, or replaces or repairs equipment, MCGC will actively identify opportunities to implement energy efficiency measures.

Regardless, the Co-op will satisfy minimum energy efficiency standards established by the CCC and shall comply with all applicable environmental laws, regulations, and permits.

The Coop will consider opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable, as per *935 CMR 500.105(15)*

The Coop will actually be using only renewable energy. The facility we are initially seeking licensing for is in Holyoke Massachusetts where the local electrical utility only provides hydroelectric power from the Holyoke dam which crosses the Connecticut River. Over time, as cashflow allows, the Coop will either install photovoltaics on the roof or invest in a community solar project. MCGC will also consider opportunities for renewable energy generation whenever it repairs or replaces equipment, or engages in facility expansion or renovations.

The Co-op will employ strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage), in compliance with *935 CMR 500.105(15)*

While LEDs are very efficient, photons not captured by the plants in photosynthesis are converted to heat. With 36 watts per square foot in approximately 13,000 feet square of canopy for lighting alone the facility will use ~2 million kwhrs of electricity per year – and produce an amount of heat equivalent to ~50,000 gallons of oil. So, rather than heat the facility, we will use the waste heat off the LEDs to heat the facility. There are two 700-gallon tanks into which the city water destined to be used to water the plants will flow (at approximately .2 GPM) These tanks will act as thermal buffers and absorb the waste heat raising the water temperature from 55°F to ambient (~70°F) thereby saving from having to heat the water and reducing electric demand. Similarly, since the bulk of the lighting energy comes for only 12 hours per day, we will, to the extent practicable, have half the grow pods on one lighting schedule and the other half on a schedule twelve (12) hours off so that the electrical load of the facility will stay constant.

The above-described strategies will be refined by monitoring energy usage and making adjustment to operations based on the data and determine whether alternative or additional active demand management programs would be beneficial.

The Coop will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. *935 CMR 500.105(15)*

MCGC will utilize the MassSave programs which offer energy assessments and incentives to upgrade to energy-saving equipment and systems. The MassSave Sponsor for MCGC is the Holyoke Gas & Electric Company. MCGC will request the Sponsor's assistance in auditing energy usage and identifying ways to save energy, including updating or retrofitting equipment, and controlling equipment for occupancy changes throughout the day.

Prior to final licensure, MCGC will have a Massachusetts licensed engineer or architect write a letter documenting energy compliance, and will also submit supporting documentation and building plans, as per 935 CMR 500.120(11). Upon applying for license renewal, MCGC will include a report of energy and water use over the preceding 12-month period, in compliance with 935 CMR 500.120(11).

## **Mass Cannabis Growers Cooperative**

### **Maintaining of Financial Records**

A Mass Cannabis Growers Cooperative, LLC. (MCGC) agent trained in both Quickbooks and METRC software will be responsible for interfacing sales invoices and point of sale paperwork with seed-to-sale tracking reports to create a complete loop of compliance and accounting documentation.

MCGC processes surrounding both METRC software adoption and the accounting of its finances will adhere to the U.S Department of Justice Cole memo definition of “a system adequate to that task must not only contain robust controls on paper, it must also be effective in practice”.

Public health and regulatory compliance is paramount to MCGC and the cannabis industry as a whole. Every gram of marijuana sold can be traced back to a plant and a cultivation facility within MCGC or its Member Owner Plots.

In the case of a recall of a marijuana product or audit by the Cannabis Control Commission (CCC) all records will be maintained by MCGC for a minimum of two years pursuant to 935 CMR 500.105(9).

The MCGC agent trained and responsible for accounting is responsible for maintaining a data base of all sales manifests or recorded transactions made. As a craft cooperative, MCGC can not sell directly to consumers, but rather to Registered Marijuana Dispensary (RMD) which use a *Point of Sale* (POS) system approved by the commission in consultation with the DOR per 935 CMR 500.140(6).

All POS or Point of Sale software programs can be related back to Seed-to-Sale record keeping systems to trace the point of origin of any marijuana product or cash received in its sale or distribution by a cultivator.

To ensure compliance with 935 CMR 500, MCGC shall adopt and follow the following policies:

1. All confidential information must be maintained in a secure location, kept separate from all other records, and must not be disclosed unless by written consent of the individual to whom the information applies, or as required otherwise under law or pursuant to an order from a court of competent jurisdiction. The above notwithstanding, the CCC may access this information in order to fulfill its official duties.
2. Recordkeeping requirements as per 935 CMR 500.105(9) must be followed, including:

- a. Maintenance of written business records prepared in accordance with Generally Accepted Accounting Principles (“GAAP”), available for inspection, which will include paper or electronic records of:
  - i. Assets and liabilities;
  - ii. Monetary transactions;
  - iii. Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, vouchers and receipts;
  - iv. Sales records including the quantity, form, and cost of marijuana products, and;
  - v. Salary and wages paid to each employee, executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the marijuana establishment, including members, if any.
3. All sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - a. Utilizing a Point of Sale (“POS”) system approved by the CCC, in consultation with the DOR, and a sales recording module approved by the DOR;
  - b. Conducting a monthly analysis of MCGC’s equipment and sales data to ensure that no software or methodology has been employed to manipulate sales data, and maintaining records that such analysis has been performed, to be made available to the CCC upon request;
  - c. Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - d. Adopting separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales, and;
  - e. Maintaining such records that would allow for the CCC and the DOR to audit and examine the POS system used in order to ensure compliance with 935 CMR 500 and Massachusetts tax laws.
4. Additional business records will be kept, including but not limited to records of:
  - a. Compliance with liability insurance coverage or maintenance of escrow requirements as per 935 CMR 500.105(10) and all bond or escrow requirements as per 935 CMR 500.105(16);
  - b. Fees paid under 935 CMR 500.005 or any other section of the CCC’s regulations;
  - c. Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the CCC’s regulations, and;
  - d. Local, state and federal tax payments.

## **Mass Cannabis Growers Cooperative**

### **Record Keeping**

Per 935 CMR 500.105(9) the records of the Mass Cannabis Growers Cooperative, LLC. (MCGC) will be maintained in a manner to which they are made available for inspection by the Cannabis Control Commission (CCC), upon request.

A qualified individual, within MCGC that has received training adequate to perform his or her duties, will act as accountant for MCGC records. The records of MCGC shall be maintained in accordance with generally accepted accounting principles.

#### **MCGC records prepared, maintained and made available to the CCC will include but not be limited to:**

- **Official Written Operating Procedures shall be maintained as required by 935 CMR 500.105(1), and shall include, but not be limited to:**
  - security policies,
  - hours of operation and after-hours contact information,
  - storage and waste disposal of marijuana,
  - descriptions of various strains to be cultivated,
  - price lists,
  - recordkeeping procedures,
  - inventory protocols,
  - Quality control,
  - staffing records,
  - emergency procedures,
  - alcohol/smoke/drug-free workplace policies,
  - confidential information policy,
  - dismissal policy for agents who divert marijuana or engage in unsafe practices or are convicted of disqualifying crimes
  - list of board of directors, members, and executives
  - cash handling policies
  - prevention of diversion
  - energy efficiency and conservation
  - workplace safety policies consistent with OSHA standards
- **Inventory Records**
  - Real time inventory shall be maintained of marijuana plant-seeds and clones in any phase of development; marijuana ready for dispensing; all marijuana products; all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
  - Monthly inventory shall be conducted
  - Comprehensive annual inventory shall be conducted
  - If inventories taken by oral recording, shall be promptly transcribed
  - Inventory records will include the date, summary of findings, and names,

signatures, and titles of individual who conducted inventory

- **Metrc Seed-to-Sale Tracking Records**
  - Tags shall be attached to all plants and clones, and package tags attached to all finished marijuana and products.
  - Failure to enter inventory into seed-to-sale system may result in suspension or revocation of license.
- **Personnel Records including:**
  - Job descriptions for each employee and volunteer position, as well as organizational charts or company hierarchy consistent with job descriptions.
  - A Personnel Record for each MCGC Agent. \*Records of Agents shall be maintained for at least 12 months following termination of said individual.
- **Personnel Records will include:**
  - all materials submitted to the CCC
  - the job description or employment contract that outlines expected duties, authority, responsibility, qualifications and supervision
  - documentation of all required training including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating that he or she has received said training, the topics discussed, the name and title of presenters and the date, time and place of training received
  - documentation of periodic performance evaluations and the recording of any disciplinary action taken
  - notice of completed responsible vendor training if applicable
- **A Staffing Plan that will demonstrate accessible business hours and safe cultivation conditions**
- **Personnel Policies and Procedures (MCGC Employee Handbook)**
- **All Background Check reports**
- **MCGC Business Records**

**Business Records will include:**

- **Assets and Liabilities**
- **Monetary Transactions**
- **Books of Accounts** (journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers)
- **Sales Records** including the quantity, form, and cost of marijuana products
- **Salary and Wages** paid to each employee, stipend to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with MCGC, including members of the non-profit corporation if any

**All accounting and financial records shall be kept in accordance with GAAP (Generally Accepted Accounting Principles).**

- **Waste Disposal Records**
  - Waste records shall be kept for at least three years (extended to include duration of any enforcement action).
  - Records of disposal of marijuana shall include:
    - Date;
    - Quantity and type disposed of or handled;
    - Manner of disposal or handling;
    - Location of disposal or handling, and;
    - Names and signatures of two agents overseeing such actions.

**All records will be maintained for at least 2 years in the event that MCGC must cease operations. All records will be maintained at the expense of MCGC.**

- **Additionally, MCGC will maintain the following records in compliance with CCC regulations:**
  - *Independent Laboratory Testing Records.*
    - Pursuant to 935 CMR 500.160(4), MCGC will keep testing results for all marijuana products for at least 12 months.
  - *Shipping Manifests.*
    - MCGC will maintain all shipping manifests generated pursuant to 935 CMR 500.105(13)(f) for at least 12 months, and will make them available to the CCC upon request.
  - *Visitor Records.*
    - Pursuant to 935 CMR 500.110(4)(e), MCGC will retain a record of all visitors, including a sign-in and sign-out, in their administrative office on the premises. This record will include the visitor's name, address, organization, date, time in, time out, and name of escorting agent.



- *Security and Access Records.*
  - In compliance with 935 CMR 500.110(6)(f), MCGC will maintain a copy of all security plans and procedures to be shared with law enforcement authorities, including:
    - A description of the location and operation of MCGC's security system and central control;
    - A schematic of all security zones;
    - The name of MCGC's security alarm company (or companies), and;
    - A floor plan of the facility.
  - MCGC will maintain a record of all agents and service personnel granted access to the surveillance room, which will be made available to the CCC upon request.
  - 24 hour surveillance recordings will be retained for at least 90 days, and will be made available for immediate viewing by the CCC upon request.
- *Incident Reports.*
  - MCGC will provide written notice to the CCC within 10 calendar days of any incident outlined in 935 CMR 500.110(9)(a) by submission of an incident report, which will detail the circumstances of such incident, corrective actions taken, and confirmation that law enforcement was notified within 24 hours. MCGC will maintain these reports, supporting documents, photos and surveillance video for at least 12 months, or for the duration of any open investigation (whichever is longer), and these reports will be made available to the CCC and law enforcement upon request.
- *Corporate Records.* These company records pertain to MCGC's organization and general compliance needs. They will be updated annually as required, and on an ongoing basis as needed to reflect any changes made during operation. Corporate records include but are not limited to the following:
  - Corporate governance records, such as filings with the Massachusetts Secretary of the Commonwealth and annual reports;
  - CCC compliance records, including annual registrations for the marijuana establishment(s) and MCGC agents;
  - Local compliance records, including MCGC's approved Special Permit and Host Community Agreement with the City of Holyoke and proof of maintained compliance thereof, all building permits acquired and drawings and plans they reference, and any certificate of occupancy;
  - Records and contracts pertaining to Independent Testing Laboratories, Marijuana Transporters, and other non-marijuana contractors such as local waste services and maintenance professionals;

- Records of insurance coverage in compliance with 935 CMR 500.105(10) including suitable General Liability and Product Liability policies, as well as other coverage maintained by the business, including Workers Compensation, and optional policies such as Professional Liability and Directors & Officers policies if applicable.

## Mass Cannabis Growers Cooperative

**Operating Policies and Procedures (Quality Control and Testing Procedures).** Quality Control and Testing Procedures must substantially comply with the Commission's regulations. *935 CMR 500.101(1)*

### GENERAL QUALITY CONTROL PROCEDURES

To this end, the Coop will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. *935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)*

All agents whose job includes contact with marijuana will be subject to the requirements for food handlers specified in 105 CMR 300.000.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately. *935 CMR 500.105(3)*

Hand -washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*

Litter and waste shall be properly 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)*

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)*

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

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*

Water supply shall be sufficient for necessary operations. *935 CMR 500.105(3)*

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

The establishment shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*

Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. *935 CMR 500.140(9)*

The Coop shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. *935 CMR 500.160(2)*

## TESTING PROCEDURES

Testing of MCGC's marijuana products will be performed by an Independent Testing Laboratory ("ITL") licensed or registered by the CCC, and acting in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in December 2017, originally published by the DPH. Marijuana will be tested for at least; cannabinoid content, mold, mildew, heavy metals, plant growth regulators, and the presence of pesticides. Testing of MCGC's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries originally published by the DPH. Additionally, final ready-to-sell vaporizer products will be screened for heavy metals and Vitamin E Acetate in compliance with *935 CMR 500.160(2)*.

MCGC will maintain testing results in a manner compliant with MCGC's record-keeping procedures, and such results will be kept for at least one full year.

MCGC will not sell or market marijuana or marijuana products which are not capable of being tested by ITLs, except as allowed under *935 CMR 500.000*. All products to be sold or marketed for adult use will be tested by such a laboratory, and must comply with standards as defined under *935 CMR 500.160*.

Single-servings of marijuana products tested in accordance with *935 CMR 500.150(4)(a)* will be subject to a potency variance of no greater than +/- 10%.

All transportation of marijuana to and from ITLs providing testing services will be in compliance with *935 CMR 500.105(13)*. The ITL will be responsible for sample storage compliant with *935 CMR 500.105(11)*, and disposal of excess marijuana compliant with *935 CMR 500.105(12)* either by direct disposal or returning the product to MCGC for disposal.

## FAILED TESTING OR RECALL

Should laboratory results indicate contaminant levels above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), MCGC will notify the CCC within 72 hours if such results indicate that the contamination cannot be remediated, and the production batch will be destroyed and disposed of properly, in accordance with 935 CMR 500.105(12). Such a notification will include a proposed plan for destruction of the product, and assessment of the source of contamination. If remediation of contamination is possible, MCGC will re-submit a batch sample for full-panel testing after remediation efforts have been made. Any failing samples may be remediated a maximum of two times, and if the marijuana still fails testing it will be destroyed and disposed of in accordance with 935 CMR 500.105(12). If MCGC reasonably believes that a failed test was in error, MCGC may submit a batch sample for reanalysis in accordance with 935 CMR 500.160(13)(a).

Should voluntary or mandatory recalls of marijuana may be made by either MCGC or the CCC in order to remove defective, or potentially defective marijuana products from the market in an effort to promote public health and safety, MCGC will follow an established set of written policies to effect such a recall. Any outdated, spoiled, damaged, deteriorated, mislabeled or contaminated inventory will be destroyed and disposed of as per 935 CMR 500.105(12).

# **Mass Cannabis Growers Cooperative, LLC**

## **Diversity Plan**

Mass Cannabis Growers Cooperative (“MCGC”) believes in creating a policy of inclusion and diversity. MCGC recognizes that diversity in the workforce is integral to our commitment to playing a beneficial role in the community.

### *Plan Populations:*

The demographics this plan promotes are:

- Minorities
- Women
- Veterans
- People with disabilities
- People who are LGBTQ+

### *Goals:*

MCGC plans to meet or exceed the following goals:

1. Attract and retain a workplace team that is:
  - 30% female
  - 20% minority
  - 10% veteran, LGBTQ+, and/or persons with a disability.
2. Include as our suppliers, vendors, contractors and wholesale partners businesses owned by minorities, women, veterans, LGBTQ+, and/or persons with disabilities as follows:
  - 20% women owned companies
  - 20% minority owned companies
  - 10% veteran owned companies
  - 10% LBTQ+ and/or persons with a disability owned companies;

### *Program:*

1. MCGC will establish and maintain an inclusive and diverse through the recruitment of underrepresented and minority communities. MCGS’s recruitment efforts will include the following actions:

- MCGC will advertise employment opportunities in diverse, compliant publications or other media;
    - Advertisements shall occur every time there is a job opening;
  - Advertise employment opportunities tailored to individuals within the Plan Populations;
    - Advertisements shall be made at forums/publications which may include Holyoke Community College job fair, Valley Advocate, El Sol Latino, Holyoke Sun, Daily Hampshire Gazette, Holyoke Transcript Telegram, Springfield Republican, and Greenfield Recorder, and online forums such as Indeed, Zip Recruiter, Monster.com, and Hidden Valley;
  - Distribute internal workplace memoranda that encourages current employees to recommend individuals from the Plan Populations for employment;
    - Such internal communications shall occur every time there is a job opening;
  - Host at least 2 job fair events per year tailored to candidates from the Plan Populations;
2. MCGC will engage in business relationships with suppliers, vendors, contractors and wholesale partners that are owned by individuals from the Plan Populations by:
- Gathering ownership demographic information from potential business partners and giving preference to those within the Plan Populations.
  - Utilizing the Supplier Diversity Office's Directory of Certified Businesses to identify companies certified as owned by individuals from the Plan Populations

#### *Metrics:*

The Director of Operations shall be responsible for the administration and documentation of the Diversity Plan. The compliance and success of the Plan will be measured in the following ways:

- MCGC will count the number of employees hired who are women, minorities, veterans, LGBTQ+, or individuals with disabilities. The ratio of these hires to total hires will be assessed at least quarterly to track progress and achievement of MCGC's diversity goals;
- Documentation of each job fair event, including date, location, description of event, and participants;
- Documentation of all advertisements posted;
- Surveying all candidates regarding how they learned of opportunities at MCGC and evaluating these results on a quarterly basis in order to ensure the Program is successfully meeting the Goals;
- Track vendor data thru the vendor vetting process and documenting the ownership demographics of all vendors, contractors, wholesale partners, etc., to assess the

percentage of such companies owned by women, minorities, veterans, LGBTQ+, and disabled individuals.

*Acknowledgements:*

In executing the diversity plan, MCGC shall comply with the requirements of 935 CMR 500.105(4) regarding advertising, branding, marketing and sponsorship activities. Additionally, MCGC will not violate the regulations regarding limitations on ownership or control or any other applicable state laws.

MCGC acknowledges that the progress and success of this diversity plan must be documented and submitted as part of the license renewal process.