



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283602
Original Issued Date: 09/21/2023
Issued Date: 09/21/2023
Expiration Date: 09/21/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sweetgrass Farms LLC

Phone Number: 650-285-9563 Email Address: nicholas.rizzo@gmail.com

Business Address 1: 77 Spring Street

Business Address 2:

Business City: Plympton

Business State: MA

Business Zip Code: 02367

Mailing Address 1: 605 Franklin Street

Mailing Address 2:

Mailing City: Duxbury

Mailing State: MA

Mailing Zip Code: 02332

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Veteran-Owned Business

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Executive / Officer

Other Role:

First Name: Nicholas

Last Name: Rizzo

Suffix:

Gender: Male

User Defined Gender:

Date generated: 10/04/2023

Page: 1 of 5

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Nicholas Last Name: Rizzo Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$3000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 77 Spring Street

Establishment Address 2:

Establishment City: Plympton Establishment Zip Code: 02367

Approximate square footage of the Establishment: 86684 How many abutters does this property have?: 6

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

Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification Form.pdf	pdf	6148e8d5e4062c07dab7a122	09/20/2021
Community Outreach Meeting Documentation	Sweetgrass Farms LLC - Community Outreach Compilation_signed.pdf	pdf	61530b291a0911693590bdae	09/28/2021
Plan to Remain Compliant with Local Zoning	Sweetgrass_Plan to Remain Compliant with Local Zoning.pdf	pdf	615331dfaf787c692aac5a07	09/28/2021
Community Outreach Meeting Documentation	Sweetgrass Supplemental Outreach Info.pdf	pdf	61799a9744662a31f288d047	10/27/2021

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is

zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Sweetgrass - PIP - RFI 10.12.21.pdf	pdf	6165e3f1af787c692aacad69	10/12/2021
Other	Sweetgrass Farms Donor Acceptance Letter_GBLs.pdf	pdf	616890d01a09116935912597	10/14/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role:

First Name: Nicholas Last Name: Rizzo 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
Bylaws	Sweetgrass_Operating Agreement.pdf	pdf	61536b0caf787c692aac5e2c	09/28/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing SoC.jpg	jpeg	615b525d578bf568253ba469	10/04/2021
Department of Revenue - Certificate of Good standing	Sweetgrass DUA Attestation_signed.pdf	pdf	615c545cff5a8a691f857650	10/05/2021
Articles of Organization	Articles of Organization.pdf	pdf	6165e61f734f4a69091d21ea	10/12/2021
Articles of Organization	Certificate of Amendment.pdf	pdf	6165e625269fa7691422d983	10/12/2021
Department of Revenue - Certificate of Good standing	Sweetgrass Farms LLC Certificate of Good Standing.pdf	pdf	616886b34c206f685c09e387	10/14/2021

No documents uploaded

Massachusetts Business Identification Number: 001497756

Doing-Business-As Name:

DBA Registration City: Plympton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability	Sweetgrass Farms_Plan for Obtaining Liability	pdf	6148cabf19da0307d35594c6	09/20/2021

Insurance	Insurance.pdf			
Proposed Timeline	Sweetgrass Farms_Proposed Timeline.pdf	pdf	61521662ec8df66851059442	09/27/2021
Business Plan	Sweetgrass_Business Plan.pdf	pdf	61534b0c53eb05681e9cc1fa	09/28/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Sweetgrass Farms_Policies and Procedures for Cultivating.pdf	pdf	6148cad2179a26079c9e54aa	09/20/2021
Restricting Access to age 21 and older	Sweetgrass Farms_Plan for Restricting Access to Ages 21 and Older.pdf	pdf	6148cad6604619079ab79461	09/20/2021
Security plan	Sweetgrass Farms_Security Plan.pdf	pdf	6148cadb10e8450793e19c81	09/20/2021
Prevention of diversion	Sweetgrass Farms_Prevention of Diversion.pdf	pdf	6148cae0fa001407bd31486a	09/20/2021
Storage of marijuana	Sweetgrass Farms_Storage of Marijuana.pdf	pdf	6148cae6c4d84107a3220c8a	09/20/2021
Transportation of marijuana	Sweetgrass Farms_Transportation of Marijuana.pdf	pdf	6148caeb7736bf07c42f5711	09/20/2021
Inventory procedures	Sweetgrass Farms_Inventory Procedures.pdf	pdf	6148caf1179a26079c9e54ae	09/20/2021
Quality control and testing	Sweetgrass Farms_Quality Control and Testing.pdf	pdf	6148caf719da0307d35594cc	09/20/2021
Personnel policies including background checks	Sweetgrass Farms_Personnel Policies Including Background Checks.pdf	pdf	6148cafd7cede707aacb0dae	09/20/2021
Record Keeping procedures	Sweetgrass Farms_Recordkeeping Procedures.pdf	pdf	6148cb037cede707aacb0db2	09/20/2021
Maintaining of financial records	Sweetgrass Farms_Maintaining of Financial Records.pdf	pdf	6148cb1a189f3a07c68627a2	09/20/2021
Qualifications and training	Sweetgrass Farms_Qualifications and Training.pdf	pdf	6148cb1f10e8450793e19c87	09/20/2021
Energy Compliance Plan	Sweetgrass Farms_Energy Compliance Plan.pdf	pdf	6148cb23179a26079c9e54b6	09/20/2021
Diversity plan	Sweetgrass - Diversity - 10.29 RFI.pdf	pdf	617be694d5b18b31d59924d6	10/29/2021

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:

Date generated: 10/04/2023

Page: 4 of 5

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

Sweetgrass Farms, LLC

2. Name of applicant's authorized representative:

Nicholas Rizzo

3. Signature of applicant's authorized representative:

Nicholas Rizzo


4. Name of municipality:

Plympton

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

Board of Selectmen

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).*):

bosassistant@plympton-town.org

8. Host community agreement execution date:

9/13/2021

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



Subject: Cloud Recording - Sweetgrass Farms LLC: Community Outreach Meeting is now available

Date: Monday, May 3, 2021 at 6:03:17 PM Eastern Daylight Time

From: Zoom

To: Rebecca Rutenberg

Hi Becca Rutenberg,

Your cloud recording is now available.

Topic: Sweetgrass Farms LLC: Community Outreach Meeting

Date: May 3, 2021 05:13 PM Eastern Time (US and Canada)

Click here to view your recording (this link can be used only by the host):

https://us02web.zoom.us/recording/detail?meeting_id=iD0kLv6fR9SabUj42%2Fd3%2FQ%3D%3D

Copy the link below to share this recording with viewers:

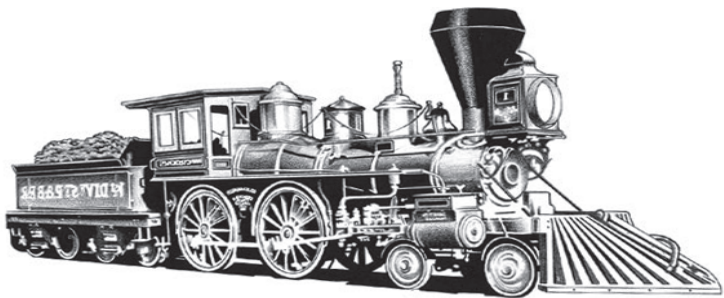
[https://us02web.zoom.us/rec/share/RWPGbzFgvq9BBxqSGKuI-](https://us02web.zoom.us/rec/share/RWPGbzFgvq9BBxqSGKuI-3zLsIJMTT5fFtizGVMnRPJ9RZAfDdATpn063lgCHu8-.dhRcuutFKr1a3XK1)

[3zLsIJMTT5fFtizGVMnRPJ9RZAfDdATpn063lgCHu8-.dhRcuutFKr1a3XK1](https://us02web.zoom.us/rec/share/RWPGbzFgvq9BBxqSGKuI-3zLsIJMTT5fFtizGVMnRPJ9RZAfDdATpn063lgCHu8-.dhRcuutFKr1a3XK1) Passcode: L\$3mj?cd

Thank you for choosing Zoom.

-The Zoom Team

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.



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ads@plymptonhalifaxexpress.com
PHONE: 781-293-0420

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STANDARD RATES

All standard classifieds include 40 words or less. Each additional word is 25 cents.

1 WEEK	\$14 ⁰⁰
2 WEEKS	\$13 ⁰⁰ per week
3 WEEKS	\$12 ⁰⁰ per week
4 WEEKS	\$11 ⁰⁰ per week
8 WEEKS	\$10 ⁰⁰ per week

EXTRAS!

- ☐ Add dingbat \$1 a week
- ☐ Add border \$2 a week
- ☐ Reverse ad \$4 a week

Place your classified whenever, and wherever, inspiration strikes.

PUBLIC NOTICES



Deadline for legal notices is Tuesday at noon. Notices may be faxed to 781-293-0421 or emailed to legals@whitmanhansonexpress.com OR legals@plymptonhalifaxexpress.com

For questions about rates or placing a notice please email Deb, our legal coordinator at legals@whphexpress.com

WEEKEND SCAVENGERS

Is Your Attic Overflowing?

Host a yard sale, garage sale, or barn sale, and turn those unwanted items into cash. Email your classified ad to ads@whphexpress.com and we will run it for you for only \$14, 40 words or less. email your ad to ads@whphexpress.com

I think a hero is an ordinary individual who finds the strength to persevere and endure in spite of overwhelming obstacles
~ Christopher Reeve

TREASURE CHEST

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TOWN OF PLYMPTON



LIBRARIAN SEARCH COMMITTEE

The Town of Plympton is seeking a qualified individual to serve as the Plympton Library Director. The Library Director will be responsible for the management and operation of the Plympton Public Library, serving a community of 2,985 people with an annual budget of approx. \$155,000. Duties include materials selection, staff supervision, program development and budget management. Recommends policies and budget to, and works closely with, the Library Board of Trustees.

Requires a resourceful, energetic individual able to communicate and work well with both the staff and public. A BA/BS and three-years experience in a public library, or an equivalent combination of education and experience, will be considered. Sub-professional certification within 3 years of hire, as specified by the Mass Board of Library Commissioners, is a requirement.

The Librarian's work week is 35 hours and includes 2 evenings per week and Saturdays.

Salary Range \$50,000 to \$65,000 depending on qualifications.

Interested Applicants shall submit a letter of interest, resume and 3 professional references to:

Plympton Librarian Search Committee, Plympton Public Library, 148 Main Street, Plympton, MA 02367

Or email John Traynor at jtraynor@plymptontown.org no later than April 6, 2021.

Email submissions preferred. No telephone calls, please.

2PL - April 2, 9, 2021

TOWN OF WHITMAN



RECREATION DEPARTMENT

The Whitman Recreation Department is hiring for the summer! The Whitman Summer Park Program is looking for energetic, fun, caring high school and college students to be Day Camp Counselors! The Whitman Pool Program is looking to hire energetic, enthusiastic

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Lifeguards and Water Safety Instructors to have fun teaching swim lessons and guarding our beautiful pool! Day Camp Counselors need to be 15 or older by the start of the Park Program, Lifeguards must be 16 or older, WSI needs to be 17 or older. If your lifeguard certification has expired and you are still interested in applying for a lifeguard position please do, we will work with you to get you recertified! If you are interested please go to www.whitman-ma.gov and under the Recreation Department find the application! Fill it out and return it by scanned to an email to Recreation@whitman-ma.gov, or mail it to Whitman Town Hall c/o Recreation 54 South Ave, Whitman, MA 02382 or drop it in the Town of Whitman business box on the side of the town hall. Applications are due by April 15, 2021 Questions? Please call the Recreation Department at (781) 618-9758.

2W - April 1, 8, 2021

AT YOUR SERVICE

The Paint Saint Professional residential and commercial painting, gutter cleaning, roof cleaning, and power washing. Best prices and service always with a smile. Will paint your home like it was our own. Call Andrew for free estimate. 781-264-3628. Fully insured.

LEGAL NOTICE

NOTICE OF COMMUNITY OUTREACH MEETING

SWEETGRASS FARMS LLC

Notice is hereby given that Sweetgrass Farms LLC will hold a Virtual Community Outreach Meeting on May 3, 2021 at 5:30 PM to discuss the proposed siting of an Adult Use Marijuana Cultivator at 77 Spring Street in Plympton, Massachusetts.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://us02web.zoom.us/j/>

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89518865334 or via telephone at 301-715-8592 using Webinar ID: 89518865334#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at SweetgrassFarms.squarespace.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

1PL April 9, 2021

#12365

TOWN OF HALIFAX



Request for Proposals Real Property

The Town of Halifax, Massachusetts ("Town") is seeking Proposals for the purchase of a parcel of land, or parcels of land, on property abutting the Town's property located at 540 Plymouth Street, Map 71, Parcel 14 or 490 South Street, Map 71, Parcel 18 or property that abuts Plymouth Street and is located between the intersection of Plymouth Street and Carver Street and the intersection of Plymouth Street and South Street. Said property to be used by the Town with its own property for municipal uses including one or more current or new buildings and infrastructure.

More information is available at: <http://www.halifax-ma.org/bids>

Proposals shall be submitted to the Halifax Board of Selectmen's office at 499 Plymouth Street, Halifax, MA 02338. Proposals must be received no later than 3:00 p.m. on May 3, 2021 and will be publicly opened and read at 3:00 p.m. of that same day.

2HL April 2, 9, 2021

TOWN OF HALIFAX



Request for Proposals Sale of Real Property

The Town of Halifax, Massachusetts ("Town") is seeking Proposals for the sale of 4 Upton Street, a parcel with a structure or structures located on it, owned by the Town.

More information is available at: <http://www.halifax-ma.org/bids>

PLACE YOUR CLASSIFIED ORDER ON OUR WEBSITE 24/7 OR CALL DURING REGULAR BUSINESS HOURS...



781-293-0420



Subject: RE: Sweetgrass Farms LLC - Public Meeting Notice
Date: Thursday, April 8, 2021 at 1:23:11 PM Eastern Daylight Time
From: Assistant Town Clerk
To: Rebecca Rutenberg
CC: Town Clerk

Thank you, your meeting has been posted!

Sincerely,

Nancy Magnussen
Assistant Town Clerk/Notary/CQ

5 Palmer Road
Plympton, MA 02367
Tel: 781-585-3220 x 303, Fax: 781-582-1505
assistantclerk@plymptontown.org

From: Rebecca Rutenberg [<mailto:rebecca@vicentesederberg.com>]
Sent: Thursday, April 08, 2021 12:54 PM
To: Assistant Town Clerk; Town Clerk
Cc: Brandon Kurtzman
Subject: Sweetgrass Farms LLC - Public Meeting Notice

Hello,

Please find the attached public meeting notice on behalf of Sweetgrass Farms LLC. If we can provide any additional information, please do not hesitate to ask.

Best,

Becca

--

Rebecca Rutenberg
Director of Strategic Affairs

Vicente Sederberg LLP

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Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

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☐ Return Receipt (electronic) \$
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Street

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

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Total \$

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PS Form 3800, April 2015 PSN 7530-02-000-9047

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Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
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☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage

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Street and

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PS Form 3800, April 2015 PSN 7530-02-000-9047

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Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total \$

\$

Sent To

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City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Notice is hereby given that Sweetgrass Farms LLC will hold a Virtual Community Outreach Meeting on **May 3, 2021** at 5:30 PM to discuss the proposed siting of an Adult Use Marijuana Cultivator at 77 Spring Street in Plympton, Massachusetts.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://us02web.zoom.us/j/89518865334> or via telephone at 301-715-8592 using Webinar ID: 89518865334#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at SweetgrassFarms.squarespace.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Sweetgrass Farms LLC (“Sweetgrass Farms”) will remain compliant at all times with the local zoning requirements set forth in the Town of Plympton’s Zoning Bylaw. In accordance with Zoning Bylaw Section 4.2, Sweetgrass Farms’s proposed Marijuana Cultivator is located in the Industrial Zoning District designated Marijuana Cultivator.

The property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, licensed day-care center, church, library, park, playground or other marijuana establishment or medical marijuana facility.

As required by Town of Plympton’s Zoning Bylaw, Sweetgrass Farms will apply for a Special Permit and/or Site Plan Approval, as applicable, from the local Special Permit Granting Authority.

Sweetgrass Farms will apply for any other local permits required to operate a Marijuana Cultivator at the proposed location. Sweetgrass Farms will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Cultivator at Sweetgrass Farms’s proposed location.

Sweetgrass Farms has already attended several meetings with various municipal officials and boards to discuss Sweetgrass Farms’s plans for a proposed Marijuana Cultivator and has executed a Host Community Agreement with the Town of Plympton. Sweetgrass Farms will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Sweetgrass Farms’s Marijuana Cultivator remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

There were 7 attendees at Sweetgrass Farms LLC's community meeting. Please use the below link.

<https://us02web.zoom.us/rec/share/CSujoEVG0QzvaM1wIjyQ2es16bgqCvdQrjgJu5KmgG0hgOyAGGjVONJ3GAakHpdm.rDM2fN4qUsLRYwWQ?startTime=1620076401000>

Positive Impact Plan: Sweetgrass

Overview

Sweetgrass Farms, LLC (“Sweetgrass”) is committed to serving those in our community who have been disproportionately affected by cannabis laws, regulations, and policies in the past. The Cannabis Control Commission has identified disproportionately harmed people as:

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.
2. Commission-designated Certified Economic Empowerment Priority recipients
3. Commission-designated Social Equity Program participants
4. Massachusetts residents who have past drug convictions
5. Massachusetts residents with parents or spouses who have drug convictions.

Sweetgrass is a cultivation facility located in Plympton, MA. While Plympton itself is not an area of disproportionate impact, Sweetgrass is committed to lifting up people throughout Abington, Brockton, Mansfield, Wareham, and Taunton who meet the above criteria. We believe that the hardest part of any venture is taking the very first steps. As such, we plan to address the obstacles that we feel are the most exigent: legal consultation and record expungement/sealing.

Goals

Our goals for Positive Impact in our community are:

- (1) reduce barriers to entry in the adult-use cannabis industry by implementing skills training programs to assist 14 individuals
- (2) provide benefits to disproportionately harmed people by providing an annual donation of \$500 to Greater Boston Legal Services for them to use to support record sealing services for individuals with drug related CORIs.

Programs

In support of our first goal (reducing the barrier to entry in the adult-use cannabis industry), we plan to implement three programs:

- **Startup Legal Sessions:** Even with a good idea and motivation in hand, there are significant legal barriers at every step of the way when starting a cannabis business. Conversations with land owners, municipalities, potential partners, and potential investors all require sound legal footing. However, without the funds to pay a retainer to a law firm, it can be hard for people to know where to start.

- This program will provide startup legal sessions through Vicente Sederberg. Legal sessions will be held for exclusively for SEP participants. The idea is to give people a sense of where to start.
- **Facility tours:** it can be very challenging to imagine how an idea might take shape in reality, especially for people who have not previously owned or built businesses. We will conduct facility tours for SEP participants throughout the year and answer questions about cultivation practices and procedures. Our hope is that this will help people understand how they might build and operate their own facilities. All individuals will be appropriately badged as visitors and escorted through the facility.
- **Mentorship program:** once someone understands the requirements for building a cannabis business there are many hurdles to getting started that are not obvious at the outset. The mentorship program aims to help people in the long process of starting a business by offering lessons learned and support on a regular basis. This program specifically targets SEP participants.

We will identify participants who meet the Cannabis Control Commission's qualifications for disproportionate harm through proactive outreach to the Massachusetts Recreational Consumer Council, Equitable Opportunities Now, Elevate, and MassCann. We will also target social media ads on Facebook to individuals residing in geographic areas of disproportionate impact.

In support of our second goal (provide benefits to disproportionately harmed people), we plan to implement one program:

- **Partnership with Greater Boston Legal Services:** we plan to make an annual donation of \$500 to the GBLS to support their record sealing and expungement services. We believe that eliminating initial barriers to getting started is the best way to positively impact people who have been disproportionately harmed by cannabis.

Measurements

Startup Legal Sessions: we plan to conduct these sessions quarterly and aim to have at least 2 participants in each session. Sessions will be 1-hour in length and held remotely via Zoom or Microsoft Teams. We aim to reach 8 people annually in these sessions.

Facility tours: we plan to conduct these sessions quarterly. Tours will be 2 hours in length with time for questions. We aim to have at least 2 participants per tour with the goal of serving at least 5 people annually.

Mentorship program: in our first year, we plan to provide mentorship to 1 SEP participant on an ongoing basis. If this program proves to be successful, we plan to

expand in later years. We plan to dedicate 2 hours per month to the mentee (and will increase as needed to meet our goal).

Partnership with GBLS: while being mindful of the burden we might inadvertently place on GBLS by asking them to *coordinate* sessions with us, we will instead measure the success of this effort strictly in monetary terms. We aim to donate \$500 annually to this cause for them to use at their discretion to provide CORI sealing services to individuals with drug related CORIs.

Conclusion

Sweetgrass Farms is a service-disabled veteran-owned business that believes deeply in removing initial barriers for people who want to build businesses. We plan to accomplish this mission through startup legal sessions, facility tours, a mentorship program, and a partnership with Greater Boston Legal Services. At Sweetgrass we also believe deeply in feedback and reassessment, so we plan to continuously evaluate our business in the context of these goals. Progress and success of the plan will be documented upon annual provisional license renewal.

Acknowledgements

1. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME; and
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

OPERATING AGREEMENT OF SWEETGRASS FARMS LLC

This Operating Agreement (this “Agreement”) of Sweetgrass Farms, a Massachusetts limited liability company (the “Company”), effective as of September 28, 2021 (the “Effective Date”), is entered into by the Company and Nicholas Rizzo, an individual, as the sole member of the Company (the “Member”).

WHEREAS, the Company was formed as a limited liability company on March 30, 2021 by the filing of the certificate of organization of the Company (the “Certificate of Organization”) with the Secretary of the Commonwealth of Massachusetts (the “Secretary of the Commonwealth”) pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the “Act”); and

WHEREAS, the Member and the Company agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member and the Company agree as follows:

Section 1 Name. The name of the Company is Sweetgrass Farms LLC.

Section 2 General Character and Powers.

(a) General. The general character of the business of the Company is set forth in the Certificate of Organization. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the Act.

(b) Licenses. The Company intends to apply for or acquire licenses, permits, authorizations and similar qualifications (“Regulatory Licenses”) from applicable state and/or local regulators, including without limitation the Massachusetts Cannabis Control Commission (“Regulatory Authorities”) pursuant to state and local laws, rules and regulations applicable to such Regulatory Licenses and the business of the Company (“Regulatory Laws”).

Section 3 Records Address and Registered Agent.

(a) Records Address. The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records as required by the Act shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.

(b) Registered Agent. The name and street address of the Company’s resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

Section 4 Members.

(a) Member. The Member owns one hundred percent (100%) of the limited liability company interests of the Company. The address of the Member is set forth on its signature page hereto.

(b) Additional Members. Subject to compliance with Regulatory Laws, one or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

(c) No Certificates. The Company will not issue any certificates to evidence ownership of the membership interests unless the Member determines otherwise.

Section 5 Management.

(a) Authority; Powers and Duties of the Manager. Nicholas Rizzo (the “Manager”) shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers; Delegation of Authority. Subject to compliance with Regulatory Laws, the Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name and on behalf of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an “Officer”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager in compliance with Regulatory Laws. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and such Officer’s authority.

Section 6 Liability; Indemnification.

(a) Liability. Except as otherwise required in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member or Manager shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Member or the Manager.

(b) Indemnification. To the fullest extent permitted under the Act, the Member and the Manager (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys’ fees) whatsoever incurred by the Member or Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member or Manager on behalf of the Company; *provided, however*, that any indemnity under this Section 6(b) shall be provided out of and to the extent of Company assets or insurance purchased by the Company, only, and neither the Member, the Manager nor any other person shall have any personal liability on account thereof.

Section 7 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

Section 8 Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; *provided*, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company.

Section 9 Tax Status.

(a) Tax Status. As long as the Company has only one (1) member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deduction. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

Section 10 Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

Section 11 Dissolution; Liquidation.

(a) Dissolution Events. The Company shall dissolve, and its affairs shall be wound up upon the first occurrence of the following: (i) the written consent of the Member; (ii) the entry of a decree of judicial dissolution or administrative order of dissolution by any governmental authority or Regulatory Authority; or (iii) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act.

(b) Winding Up Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Members shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) Dissolution Proceeds. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(d) Certificate of Cancellation. Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation of the Company in accordance with the Act.

Section 12 Advisement of Counsel. THE CULTIVATION, PRODUCTION, DISTRIBUTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW AND THE

COMPANY AND ITS REPRESENTATIVES HAVE NOT MADE ANY REPRESENTATION TO THE CONTRARY.

Section 13 Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and, without limitation thereof, the Act, without giving effect to principles of conflicts of law.

(c) Regulatory Authority Approval. The Member and the Company acknowledge and agree that this Agreement must comply with Regulatory Laws and may be subject to review or approval by Regulatory Authorities. In the event that a Regulatory Authority determines, or the Member otherwise reasonably determine, that this Agreement does not comply with Regulatory Laws (including pursuant to a change in Regulatory Laws) or otherwise would reasonably likely to preclude or materially delay, jeopardize, impede or impair, or impose materially burdensome terms and conditions on, the ability of the Company or any of its subsidiaries to conduct its intended activities or to obtain, retain, renew or reinstate any Regulatory License, the Member shall modify this Agreement accordingly so as to effect the original intent hereof and that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(d) Severability. In the event that any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the Effective Date.

COMPANY:

Sweetgrass Farms LLC, a Massachusetts limited liability company

DocuSigned by:

60E2CC6F079F439...

By: Nicholas Rizzo
Title: Manager

MEMBER:

DocuSigned by:

60E2CC6F079F439...

Nicholas Rizzo
Address: 605 Franklin St., Duxbury, MA 02332



William Francis Galvin
Secretary of the
Commonwealth

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

September 28, 2021

TO WHOM IT MAY CONCERN:

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

SWEETGRASS FARMS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 30, 2021**.

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

I also certify that the names of all managers listed in the most recent filing are: **NICHOLAS RIZZO**

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

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



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


William Francis Galvin

Secretary of the Commonwealth

Processed By:IL

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Nicholas Rizzo, an authorized representative of Sweetgrass Farms LLC certify that the company does not have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



10/04/2021

Date

Name: Nicholas Rizzo

Title: Manager



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: 0014977561. The exact name of the limited liability company is: SWEETGRASS FARMS LLC

2a. Location of its principal office:

No. and Street: 605 FRANKLIN ST
City or Town: DUXBURY State: MA Zip: 02332 Country: USA

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

No. and Street: 605 FRANKLIN ST
City or Town: DUXBURY State: MA Zip: 02332 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:

GREENHOUSE CULTIVATION AND ANY OTHER USE PERMITTED UNDER THE MASSACHUSETTS LLC ACT.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NICHOLAS RIZZO
No. and Street: 605 FRANKLIN ST
City or Town: DUXBURY State: MA Zip: 02332 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	NICHOLAS RIZZO	605 FRANKLIN ST DUXBURY, MA 02332 USA
MANAGER	JOHN WHITE	189 OLD MEETINGHOUSE RD PORTER, ME 04068 USA

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

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

First, Middle, Last, Suffix

Address, City or Town, State, Zip Code

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	NICHOLAS RIZZO	605 FRANKLIN ST DUXBURY, MA 02332 USA
REAL PROPERTY	JOHN WHITE	189 OLD MEETINGHOUSE RD PORTER, ME 04068 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 30 Day of March, 2021,
NICHOLAS RIZZO

(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:

March 30, 2021 08:36 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001497756

The date of filing of the original certificate of organization: 3/30/2021

1.a. Exact name of the limited liability company: SWEETGRASS FARMS LLC

1.b. The exact name of the limited liability company *as amended*, is: SWEETGRASS FARMS LLC

2a. Location of its principal office:

No. and Street: 605 FRANKLIN ST
 City or Town: DUXBURY State: MA Zip: 02332 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NICHOLAS RIZZO
 No. and Street: 605 FRANKLIN ST
 City or Town: DUXBURY State: MA Zip: 02332 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	NICHOLAS RIZZO	605 FRANKLIN ST DUXBURY, MA 02332 USA

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

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

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

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

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	NICHOLAS RIZZO	605 FRANKLIN ST DUXBURY, MA 02332 USA

9. Additional matters:

10. State the amendments to the certificate:

REMOVAL OF JOHN WHITE AS A MANAGER AND AUTHORIZED PERSON.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of September, 2021,
NICHOLAS RIZZO , Signature of Authorized Signatory.**

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:

September 28, 2021 06:50 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L0692925632
Notice Date: October 13, 2021
Case ID: 0-001-300-222



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SWEETGRASS FARMS LLC
605 FRANKLIN ST
DUXBURY MA 02332-3130

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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

PLAN FOR OBTAINING LIABILITY INSURANCE

Sweetgrass Farms LLC (“Sweetgrass Farms”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Sweetgrass Farms will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Sweetgrass Farms will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Sweetgrass Farms will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

SWEETGRASS FARMS LLC

BUSINESS PLAN

September 28, 2021

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

Sweetgrass Farms LLC (“Sweetgrass Farms”) is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high-quality cannabis to individuals who are 21 years of age or older.

Our vision is to build a local, sustainable cannabis cultivation operation that leverages renewable energy to produce high-quality, organic cannabis to be wholesaled to processors and retailers.

License Types

Sweetgrass Farms is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Cultivator at 77 Spring Street, Plympton, MA

What Drives Us

Sweetgrass Farms’ goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Sweetgrass Farms’ operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

General

Sweetgrass Farms has put together a team to implement the operations of the Marijuana Establishment and intends to create six full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over Sweetgrass Farms team is or will be a controlling person with over more than three licenses in a particular class of license.

Executive Management Team.

Chief Executive Officer, Nicholas Rizzo

Nick brings over five years of business operations experience at a fast-paced tech startup, which included strategy formation, team leadership, recruiting, P&L oversight and more. In addition, Nick has over five years as a special operations medic in the Air Force.

COMPANY DESCRIPTION

Structure

Sweetgrass Farms is a Massachusetts domestic for-profit corporation that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Sweetgrass Farms will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Sweetgrass Farms will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Sweetgrass Farms will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Sweetgrass Farms will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Sweetgrass Farms will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Sweetgrass Farms will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Sweetgrass Farms will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Sweetgrass Farms will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state

and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Sweetgrass Farms will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Sweetgrass Farms will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Sweetgrass Farms. If Sweetgrass Farms is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Sweetgrass Farms has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Sweetgrass Farms and Sweetgrass Farms agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Sweetgrass Farms will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Sweetgrass Farms' state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Sweetgrass Farms' registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Sweetgrass Farms will maintain a current list of individuals with access. Sweetgrass Farms will have security personnel on-site during business hours.

On-site consumption of marijuana by Sweetgrass Farms' employees and visitors will be prohibited.

Benefits to Host Communities

Sweetgrass Farms looks forward to working cooperatively with its host communities to ensure that Sweetgrass Farms operates as a responsible, contributing member of those host communities. Sweetgrass Farms has established a mutually beneficial relationship with its host communities in exchange for permitting Sweetgrass Farms to site and operate.

Sweetgrass Farms' host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs:** A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits:** A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product:** Sweetgrass Farms will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control:** In addition to the Commission, the Police Department and other municipal departments will have oversight over Sweetgrass Farms' security systems and processes.
5. **Responsibility:** Sweetgrass Farms is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development:** Sweetgrass Farms' operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Sweetgrass Farms will only sell marijuana and marijuana products to other licensed Marijuana Establishments.

Regulations

Sweetgrass Farms is a Massachusetts domestic for-profit corporation. Sweetgrass Farms will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Sweetgrass Farms will apply for all state and local permits and approvals required to build out and operate the facility.

Sweetgrass Farms will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Pricing Structure

Sweetgrass Farms' pricing structure will vary based on market conditions. Sweetgrass Farms plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Sweetgrass Farms' plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Sweetgrass Farms plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Sweetgrass Farms will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Sweetgrass Farms will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (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. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Sweetgrass Farms will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Sweetgrass Farms will market its products and services to reach a wide range of qualified consumers.

Sweetgrass Farms will communicate with customers through:

1. A company run website;
2. Popular cannabis discovery networks such as WeedMaps and Leafly;
3. Popular social media platforms such as Instagram, Facebook, and Twitter; and

4. Opt-in direct communications.

Sales

Sweetgrass Farms will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Sweetgrass Farms will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than 5.5 milligrams of delta-nine tetrahydrocannabinol.

FINAL REMARKS

Sweetgrass Farms has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Sweetgrass Farms hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Sweetgrass Farms’ security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

Sweetgrass Farms is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Sweetgrass Farms looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Sweetgrass Farms LLC (“Sweetgrass Farms”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Sweetgrass Farms agent will immediately inspect the person’s proof of identification and determine the person’s age.

In the event Sweetgrass Farms discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Sweetgrass Farms will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Sweetgrass Farms will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Sweetgrass Farms will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Sweetgrass Farms will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Sweetgrass Farms packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Sweetgrass Farms’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALITY CONTROL AND TESTING

Quality Control

Sweetgrass Farms LLC (“Sweetgrass Farms”) will comply with the following sanitary requirements:

1. Any Sweetgrass Farms agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Sweetgrass Farms agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Sweetgrass Farms’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Sweetgrass Farms’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Sweetgrass Farms’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Sweetgrass Farms will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Sweetgrass Farms’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Sweetgrass Farms’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Sweetgrass Farms’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Sweetgrass Farms will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Sweetgrass Farms acknowledges and understands that the Commission may require Sweetgrass Farms to demonstrate the intended and actual use of any toxic items found on Sweetgrass Farms’s premises;

11. Sweetgrass Farms will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Sweetgrass Farms's needs;
12. Sweetgrass Farms's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Sweetgrass Farms will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Sweetgrass Farms will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Sweetgrass Farms will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Sweetgrass Farms's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Sweetgrass Farms will ensure that Sweetgrass Farms's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Sweetgrass Farms will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Sweetgrass Farms to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Sweetgrass Farms will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Sweetgrass Farms for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii)

accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Sweetgrass Farms's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Sweetgrass Farms's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Sweetgrass Farms's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Sweetgrass Farms acknowledges and understands that the Commission may require additional testing.

Sweetgrass Farms's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Sweetgrass Farms and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Sweetgrass Farms will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Sweetgrass Farms acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Sweetgrass Farms's marijuana at a laboratory providing marijuana testing services will comply with 935

CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Sweetgrass Farms for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Sweetgrass Farms may create a sample of Marijuana flower or Marijuana Product (“Marijuana”) to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow Sweetgrass Farms to produce the highest quality Marijuana Products for distribution on the adult use market.

Quality Control Samples provided to employees may not be consumed on Sweetgrass Farms’s Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Sweetgrass Farms will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Sweetgrass Farms will record:

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Sweetgrass Farms LLC (“Sweetgrass Farms”) will securely maintain personnel records, including registration status and background check records. Sweetgrass Farms will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Sweetgrass Farms and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Sweetgrass Farms will undergo a detailed background investigation prior to being granted access to a Sweetgrass Farms facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Sweetgrass Farms pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Sweetgrass Farms will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Sweetgrass Farms will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Sweetgrass Farms will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Sweetgrass Farms or the Commission.

Personnel Policies and Training

As outlined in Sweetgrass Farms's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Sweetgrass Farms agents are required to complete training as detailed in Sweetgrass Farms's Qualifications and Training plan which includes but is not limited to Sweetgrass Farms's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Sweetgrass Farms will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Sweetgrass Farms operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

RECORDKEEPING PROCEDURES

General Overview

Sweetgrass Farms LLC (“Sweetgrass Farms”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Sweetgrass Farms documents. Records will be stored at Sweetgrass Farms in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Sweetgrass Farms is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Sweetgrass Farms’s quarter-end closing procedures. In addition, Sweetgrass Farms’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include 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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Sweetgrass Farms.
- Personnel Records

At a minimum, Personnel Records will include:

 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Sweetgrass Farms and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Sweetgrass Farms will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Sweetgrass Farms will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all

damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records
 - Within ten (10) calendar days, Sweetgrass Farms will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident.
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Sweetgrass Farms for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Sweetgrass Farms's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Sweetgrass Farms will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Sweetgrass Farms agents present during the disposal or other handling, with their signatures. Sweetgrass Farms will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Sweetgrass Farms is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Sweetgrass Farms will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
 - Records that any and all of Sweetgrass Farms's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.

- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Sweetgrass Farms shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Sweetgrass Farms closes, all records will be kept for at least two (2) years at Sweetgrass Farms's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Sweetgrass Farms will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Sweetgrass Farms's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Sweetgrass Farms's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Sweetgrass Farms operations, which will be reported to the Commission; or

- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Sweetgrass Farms, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Sweetgrass Farms's website.
- Policies and procedures for the handling of cash on Sweetgrass Farms premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Sweetgrass Farms shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Sweetgrass Farms will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

Sweetgrass Farms LLC's ("Sweetgrass Farms") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Sweetgrass Farms.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Sweetgrass Farms determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Sweetgrass Farms shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Sweetgrass Farms LLC (“Sweetgrass Farms”) will ensure that all employees hired to work at a Sweetgrass Farms facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Sweetgrass Farms will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Sweetgrass Farms discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Sweetgrass Farms will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Sweetgrass Farms’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Sweetgrass Farms Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Sweetgrass Farms or by a third-party vendor engaged by the Sweetgrass Farms. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Sweetgrass Farms Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Sweetgrass Farms Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.

- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Sweetgrass Farms Agents which shall include:
 - Conduct of Sweetgrass Farms Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Sweetgrass Farms will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Sweetgrass Farms’s 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 applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Sweetgrass Farms Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Sweetgrass Farms to maintain designation as a Responsible Vendor. Once the Sweetgrass Farms Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

Sweetgrass Farms LLC (“Sweetgrass Farms”) has developed the following Energy Compliance Plan to ensure that its proposed Cultivation facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11). Sweetgrass Farms will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Energy Efficiency and Equipment Standards

Sweetgrass Farms will maintain compliance at all times with the Commission’s minimum energy efficiency and equipment standards and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control. Sweetgrass Farms will adopt and use additional best management practices as determined by the Commission to reduce energy.

Building Envelope

The building envelope for Sweetgrass Farms’s cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Sweetgrass Farms of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code.

Lighting

Sweetgrass Farms’s lighting at the facility will meet the following compliance requirements:

1. Horticulture Lighting Power Density will not exceed 50watts per square foot; or
2. All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).

In the event that Sweetgrass Farms seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Sweetgrass Farms will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting.

Sweetgrass Farms will establish and document safety protocols to protect workers (e.g., eye protection near operating Horticultural Lighting Equipment).

Strategies to Reduce Electric Demand

Sweetgrass Farms is pursuing the following strategies to reduce electric demand. Sweetgrass Farms will work with contractors to create an energy efficient lighting plan and plans on

implementing low amperage/wattage LED lighting wherever possible. Programs may include lighting schedules, active load management, and energy storage programs.

As the need and opportunity for facility upgrades and maintenance arise in the future, Sweetgrass Farms will continue to evaluate strategies to reduce electric demand.

Opportunities for Engagement with Energy Efficiency Programs

Sweetgrass Farms also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Sweetgrass Farms will also coordinate with its utility companies to explore any energy efficiency options available to Sweetgrass Farms.

HVAC and Dehumidification

Sweetgrass Farms's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR 500.120(11)(b), Sweetgrass Farms will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

Diversity Plan: Sweetgrass

Overview

At Sweetgrass Farms, we believe that diversity should be built into how we think about every part of our business. As people, we are students of anthropology; we have lived in East Africa and India; we have studied the lessons of the Native American communities of Massachusetts. And as veterans, we have lived and worked alongside Americans of truly diverse religious, economic, political, and racial backgrounds. We have outlined a set of programs below, but I would like to note that these programs are just one reflection of our values. Diversity is one of our core values and we plan to work beyond the programs below to hold true to this value.

The Cannabis Control Commission has specifically stated that our plan should promote equity among the following demographics:

1. Minorities
2. Women
3. Veterans
4. People with disabilities
5. People who identify as LGBTQ+

Goals

Our primary goals with respect to diversity are:

- Increase the number of individuals falling into the above-listed demographics working at Sweetgrass Farms
- Provide tools to ensure the success of these individuals, to include potential equity and/or profit-sharing
- Create an inclusive working environment that embraces the diversity of our people

Programs & Measurements

In support of our first goal (increase the number of individuals falling into the above-listed demographics working at Sweetgrass Farms), we plan to implement a hiring program that:

- prioritizes hiring of individuals in the above-listed demographics. We anticipate having a staff of five individuals total and will recruit diverse persons through the use of Facebook, VeteranJobs, and Zip Recruiter.

- o This will include best efforts to hire at least one woman (20%) , at least one veteran (20%), at least one person with a physical or mental disability (20%) , at least one person who identifies as LGBTQ+ (20%), and at least one minority (20%).

In support of our second goal (provide tools to ensure the success of these individuals), we plan to:

- offer equity to certain employees based on role and tenure. Applicants will be awarded equity on a case by case basis, but generally speaking equity will be awarded to those people in full-time, salaried management positions at Sweetgrass Farms. Equity will be subject to a vesting schedule that is to be determined. As is often the case in equity-vesting frameworks, equity will likely begin vesting after 1 year of employment at Sweetgrass Farms, and then continue on a monthly basis for the duration of the vesting schedule. It is not our plan to award anyone 10% equity through this structure, but in the case that we do, Sweetgrass Farms will follow all regulations as dictated by the CCC.
- develop a profit-sharing program to directly connect employees to the fruits of their labor (targeting 2.5% of profits in our first year). This is similar to a bonus structure. It differs in that bonus structures are often contingent upon certain performance metrics, whereas a simple profit-sharing structure awards a percentage of profits to employees regardless of performance metrics. All employees who have been at Sweetgrass Farms for one year or more will be eligible for the profit-sharing program. We have yet to determine if there will be tiers for the profit distribution or if the distribution will be flat. We plan to address this as a team as we become operational.

In support of our third goal (create an inclusive working environment that embraces the diversity of our people), we plan to:

- implement quarterly training for all employees to include DEI-specific curriculum. In our opinion, the bedrock of a strong DEI program is knowing when you need to engage experts. While each quarter's training program will be different, we do expect to employ outside agencies to run some of our trainings. For example, YW Boston (www.ywboston.org) has several workshops that we will consider implementing, though we have no established partnership at this time. . Broadly speaking, our DEI curriculum may include (but is not limited to): improving racial equity; developing allyship skills; inclusive language workshops; strategies for understanding implicit and unconscious bias; inclusive feedback.
- solicit regular feedback from employees (both anonymous and direct) on issues of DEI, in addition to general issues that promote a healthy, inclusive working environment

The company will assess its progress annually upon provisional license renewal.

Acknowledgements

1. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME; and
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.