



## Massachusetts Cannabis Control Commission

### Craft Marijuana Cooperative

#### General Information:

License Number: C0281373  
Original Issued Date: 02/10/2020  
Issued Date: 01/14/2021  
Expiration Date: 02/10/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Roaring Glen Farms LLC

Phone Number: 413-350-5171 Email Address: roaringglenfarms@gmail.com

Business Address 1: 40 Whately Glen Road

Business Address 2:

Business City: Conway

Business State: MA

Business Zip Code: 01341

Mailing Address 1: 40 Whately Glen Road

Mailing Address 2:

Mailing City: Conway

Mailing State: MA

Mailing Zip Code: 01341

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Veteran-Owned Business, Woman-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: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role: CEO-Manager

First Name: Lisa

Last Name: Gustavsen

Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity: Norwegian and German

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role: COO-Manager

First Name: John

Last Name: Moore

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity: English

#### 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: Lisa

Last Name:

Suffix:

Gustavsen

Types of Capital: Land, Buildings, Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$225000

Percentage of Initial Capital:  
50

Capital Attestation: Yes

##### Individual Contributing Capital 2

First Name: John

Last Name: Moore

Suffix:

Types of Capital: Land, Buildings, Other  
(Specify), Monetary/Equity

Other Type of Capital: Farm equipment  
(e.g., tractor) and tools

Total Value of the Capital  
Provided: \$225000

Percentage of Initial  
Capital: 50

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft    Cultivation Environment: Outdoor

#### FEE QUESTIONS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft    Cultivation Environment: Outdoor

Total number of locations: 1

#### COOPERATIVE LOCATION

##### Owned Business 1

Location Address 1: 40 Whately Glen Road

**Location Address 2:****Location City:** Conway**Location Zip Code:** 01341**Approximate square footage of the location:** 2613600**Activities in this Location:** Cultivation**How many abutters does this property have?:** 7**Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?:** Yes**HOST COMMUNITY INFORMATION**

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form with Attachments.pdf	pdf	5c8ef49eeadf341230f6a9e9	03/17/2019
Certification of Host Community Agreement	Host Community Agreement Certification Form.Town of Conway, MA and Roaring Glen Farms.2019 (1).pdf	pdf	5c96b9609ff0081b4821e1dc	03/23/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning.Roaring Glen Farms, LLC (3).pdf	pdf	5c9c906c3183181258e1f3f2	03/28/2019

**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.:** \$-1

**PLAN FOR POSITIVE IMPACT**

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	RGF.Plan for Positive Impact in Areas of Disproportionate Impact.final.pdf	pdf	5da4f773e3decf2b0b0d227c	10/14/2019

**ADDITIONAL INFORMATION NOTIFICATION****Notification:** I understand**INDIVIDUAL BACKGROUND INFORMATION**

Individual Background Information 1

**Role:**  
**First Name:** Lisa  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**Other Role:**  
**Last Name:** Gustavsen **Suffix:**

Individual Background Information 2

**Role:**  
**First Name:** John  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

**Other Role:**  
**Last Name:** Moore **Suffix:**

**ENTITY BACKGROUND CHECK INFORMATION**

No records found

## MASSACHUSETTS BUSINESS REGISTRATION

### Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Roaring Glen Farms LLC.pdf	pdf	5c75a80d3d84de123a61196e	02/26/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing.Secretary of the Commonwealth.Roaring Glen Farms LLC.2019.pdf	pdf	5c92dd2e3d84de123a614aa4	03/20/2019
Bylaws	Bylaws of RGF-CMC (1).pdf	pdf	5c96ab0f5d4b0b1b3ebc3d85	03/23/2019
Department of Revenue - Certificate of Good standing	Roaring Glen Farms LLC.Certificate of Good Standing.MA DOR.pdf	pdf	5c9c86082724e81b5255f9bf	03/28/2019
Bylaws	Roaring Glen Farms LLC Operating Agreement.2019.pdf	pdf	5d9d1943e87dc81b0700101c	10/08/2019

### Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	RGF - Mass DUA.Certificate of Compliance.pdf	pdf	5fba718b57d9d707ee4dae8b	11/22/2020
Secretary of Commonwealth - Certificate of Good Standing	RGF Certificate of Good Standing.2020.pdf	pdf	5fc2566b301ec4074f753bed	11/28/2020
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing.RGF.pdf	pdf	5fc4dc6cf867b207bbf0eadb	11/30/2020

Massachusetts Business Identification Number: 001360454

Doing-Business-As Name: NA

DBA Registration City: Conway

## BUSINESS PLAN

### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	RGF- Insurance Memo.pdf	pdf	5d9d199c4e842f1b123bc638	10/08/2019
Proposed Timeline	RGF.OPP.Business Plan.Timeline to Become Operational - Outdoor Cultivation 2021.final.pdf	pdf	5fc56478c3fca007695a7ca9	11/30/2020
Business Plan	RGF.Updated 2021 Business Plan.Summary.final.renewal 2021.pdf	pdf	5fcea5fe63caf5075a67de99	12/07/2020

## OPERATING POLICIES AND PROCEDURES

### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	RGF.OPP.Security Plan. SOP Summary.final.renewal 2021.pdf	pdf	5fc0fc96d8789e0780e3f93e	11/27/2020
Policies and	RGF.OPP.Cultivation Outdoor SOP. Summary.final.renewal	pdf	5fc10cf5c3fca007695a7682	11/27/2020

Procedures for cultivating.	2021.pdf			
Restricting Access to age 21 and older	RGF.OPP.Restricting Access to Individuals Under 21 SOP.final.renewal 2021.pdf	pdf	5fc10fc515105a0779710919	11/27/2020
Prevention of diversion	RGF.OPP.Prevention of Diversion SOP Summary.final.renewal 2021.pdf	pdf	5fc111c9728b9907c6dd5ad7	11/27/2020
Qualifications and training	RGF.OPP.Qualifications and Intended Trainings for Agents SOP Summary.final.renewal 2021.pdf	pdf	5fc11782728b9907c6dd5aeb	11/27/2020
Storage of marijuana	RGF.OPP.Storage of Marijuana SOP Summary.final.renewal 2021.pdf	pdf	5fc260fcd8789e0780e3fae4	11/28/2020
Inventory procedures	RGF.OPP.Inventory Procedures SOP Summary.final.renewal 2021.pdf	pdf	5fc264fd5ea0dd0748179717	11/28/2020
Quality control and testing	RGF.OPP.Quality Control and Testing SOP Summary.final.renewal 2021.pdf	pdf	5fc26a39fda1250795582ae1	11/28/2020
Personnel policies including background checks	RGF.OPP.Personnel Policies including Background Checks SOP Summary.final.renewal 2021.pdf	pdf	5fc2712b728b9907c6dd5c52	11/28/2020
Record Keeping procedures	RGF.OPP Record Keeping SOP.Summary Final.2020.pdf	pdf	5fc55f7e87f4c7077b60f3f9	11/30/2020
Maintaining of financial records	RGF.OPP.Maintenance of Financial Records SOP summary final.renewal. 2021.pdf	pdf	5fc56c62728b9907c6dd60ff	11/30/2020
Dispensing procedures	RGF MEMO - Dispensing Procedures NA.pdf	pdf	5fcb8784418c5607a11d9917	12/05/2020
Transportation of marijuana	RGF OPP.Transportation Plan.SOP.Summary final.renewal 2021.pdf	pdf	5fcb9d3b15105a0779711f9b	12/05/2020
Diversity plan	RGF.Diversity Plan.Summary.final.renewal.2021.pdf	pdf	5fcb9e36925f52079a1f29b4	12/05/2020
Energy Compliance Plan	RGF.Energy Compliance Plan.Summary.final.renewal 2021.pdf	pdf	5fccd83ef867b207bbf0ffb0	12/06/2020
Safety Plan for Manufacturing	RGF Memo.Safety Plan for Manufacturing.Summary.final.renewal.2021.pdf	pdf	5fce14f687f4c7077b6105c6	12/07/2020
Plan to Obtain Marijuana	RGF.Plan to Obtain Marijuana.SOP.Summary.final.renewal 2021.pdf	pdf	5fce1a89d8789e0780e41254	12/07/2020

## ATTESTATIONS

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

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

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

Notification: I Understand

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

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 Agree

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

##### Progress or Success Goal 1

Description of Progress or Success: Plan Progress is not applicable because RGF has not received our final CMC license. RGF LLC has updated its Plan in accordance with CCC recommendation after being granted Provisional License.

#### COMPLIANCE WITH DIVERSITY PLAN

##### Diversity Progress or Success 1

Description of Progress or Success: Diversity Plan Progress is not applicable because RGF has not received our final CMC license.

RGF LLC has updated its Plan according to Guidance on Required Diversity Plans (rev. June 4, 2020)

N

#### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

##### Item 1

Name of Item: Flower

Item Type: Flower

Item Description: Flower is a proposed product of cultivation. We have not yet received our final license, therefore, we have no items currently being produced by the establishment.

#### HOURS OF OPERATION

Monday From: 4:00 AM	Monday To: 9:30 PM
Tuesday From: 4:00 AM	Tuesday To: 9:30 PM
Wednesday From: 4:00 AM	Wednesday To: 9:30 PM
Thursday From: 4:00 AM	Thursday To: 9:30 PM
Friday From: 4:00 AM	Friday To: 9:30 PM
Saturday From: 4:00 AM	Saturday To: 9:30 PM
Sunday From: 4:00 AM	Sunday To: 9:30 PM

## Community Outreach Meeting Attestation Form

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

I, Lisa C. Gustavsen, (insert name) attest as an authorized representative of Roaring Glen Farms LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on March 1, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on February 22, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on February 23, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on February 20, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

## Legals

### Public Hearing Notice Phillipston Planning Board Regarding Site Plan Approval-295 Highland Avenue

The Phillipston Planning Board will conduct a Public Hearing on **Monday, March 4, 2019 at 7:15pm** in the **Selectmen's Meeting Room, 50 The Common, Phillipston, Massachusetts\*** to consider site plan approval of **295 Highland Avenue, Assessors Map 35, Parcel 31.**

All persons interested are invited to attend this hearing and be heard. All views and comments made at the hearing will be reviewed and considered to the maximum extent possible. All relevant documents for review are on file with the Town Clerk and are available for viewing during normal business hours of:

Monday, Tuesday, Thursday - 8:00am to 4:00pm  
Wednesday - 8:00 am to 8:00 pm  
Friday - Closed

Phillipston Planning Board  
Bernard Malouin, Chairman

\*The location of hearing is not accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, those individuals should contact planning @phillipston-ma.gov, at least one week in advance of the hearing date to allow for necessary arrangements.

February 22, 25, 2019

24316

## Legals

### Deerfield River Hydroelectric Project No. 2323 Notice of Meeting

Notice is hereby given that Great River Hydro, LLC, owner of the Deerfield River Hydroelectric Project, will hold a site visit and meeting on Tuesday, March 12, 2019 beginning at 10:00 AM at the Monroe Bridge Town Hall Conference Room #2 located at 3 School Street, Monroe Bridge MA, 01350. This site visit and meeting are for consideration of the following:

- Great River Hydro, LLC's non-capacity amendment application filed with the Federal Energy Regulatory Commission on January 4, 2019, to replace the current "minimum flow" regulating orifice plate with a small turbine generator within the existing "minimum flow" pipe at Number 5 Dam in Monroe Bridge, MA. Great River Hydro, LLC, is not proposing to modify the minimum flow requirements in its current license.

- Discuss the proposal and pre-filing consultation held with

## Legals

### PUBLIC NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana establishment is scheduled for March 1, 2019 at 7:30pm at 5 Academy Hill Road, Conway, MA. The proposed Craft Marijuana Cooperative is anticipated to be located at 40 Whately Glen Road, Conway, MA. There will be an opportunity for the public to ask questions.

February 22

24568

## Legals

(SEAL)

COMMONWEALTH OF  
MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE  
TRIAL COURT  
18SM007947  
ORDER OF NOTICE

To:  
Robert H. Haigh, Jr.

and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 et seq.

ACJ

***PUBLIC NOTICE***

***February 19, 2019***

***Please Post***

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana establishment is scheduled for March 1, 2019 at 7:30pm at 5 Academy Hill Road, Conway, MA. The proposed Craft Marijuana Cooperative is anticipated to be located at 40 Whately Glen Road, Conway, MA. There will be an opportunity for the public to ask questions.

Roaring Glen Farm  
40 Whately Glen Road  
Conway, MA 01341

February 20, 2019

Dear Neighbor,

Your property \_\_\_\_\_ has been identified within 300' of our farm's property line by our town Assessor. Using the Town's most recent property tax mailing list, we are sending you the following public notice:

***Notice is hereby given that a Community Outreach Meeting for a proposed marijuana establishment is scheduled for March 1, 2019 at 7:30pm at 5 Academy Hill Road, Conway, MA. The proposed Craft Marijuana Cooperative is anticipated to be located at 40 Whately Glen Road, Conway, MA. There will be an opportunity for the public to ask questions.***

Sincerely,



Lisa Gustavsen and John Moore, Roaring Glen Farms, LLC

cc: Massachusetts Cannabis Control Commission-application requirement  
Town of Conway, Board of Selectmen, Planning Board, & Town Administrator

JCM

## Host Community Agreement Certification Form

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

### Applicant

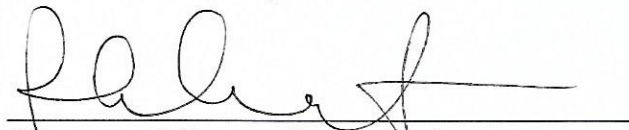
I, Lisa C Gustavsen, (insert name) certify as an authorized representative of Roaring Glen Farms LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Conway, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 3-18-19 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, Robert Armstrong, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Conway (insert name of host community) to certify that the applicant and Conway (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 3/18/19 (insert date).



Signature of Contracting Authority or  
Authorized Representative of Host Community

**Plan to Remain Compliant with Zoning  
Craft Marijuana License Application #CON281373**

**Roaring Glen Farms, LLC**

The following information describes Roaring Glen Farms, LLC, plans to remain compliant with zoning requirements, as required.

**Background - Right-to-Farm Bylaw**

The Town of Conway voted to encourage the pursuit of agriculture, agriculture-based economic opportunity and protects farmlands within the Town of Conway by allowing agricultural uses and related activities to function with a clear protocol for conflict resolution with abutter and local agencies. This Bylaw applies to all jurisdictional areas within in the Town. This Right-to-Farm Bylaw adopted at Conway's Annual Town Meeting, May 8, 2017 intended to apply to those agricultural and farming operations and activities conducted in accordance with the aforementioned normally accepted agricultural practices.

**Zoning Requirements**

The proposed location of the Marijuana Establishment to be operating under a Craft Marijuana Cooperative license is 40 Whately Glen Road, Conway, MA 01341 owned by Lisa Gustavsen and John Moore. This parcel is located in the Rural Residential/Agricultural District (RR/A) according to the most current, 11/17/2013, Conway Zoning map.

According to the recently amended Protective Zoning Bylaws (amended 9/24/2019), Article 11, - Adult Use Recreational Marijuana Establishments, any proposed Marijuana Establishment requires a Special Permit and Site Plan Review approval. The Planning Board may in any particular case, waive strict compliance with the requirement set forth in Sections 11.4 (Requirements Regarding the Allowed Locations for Marijuana Establishments and 11.5 (Site Development, Permitting Standards and Application).

**Plan to Comply with Zoning**

As described in our application, our plans comply with 11.4 requirements. As described in our application, our plan currently complies with or is not applicable to 11.5 requirements. Once our application has been reviewed and commented on the CCC we plan to submit our final Special Permit application with the Planning Board. Meetings have been scheduled for March 2019 to begin the discussions of this newly written bylaw, not yet implemented in the town.

Once Roaring Glen Farms, LLC obtains its Special Permit issued by the Planning Board, Roaring Glen Farms, LLC plans to submit a renewable permit request at least 60 calendar days prior to said expiration for successive five-year periods.

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**Records Request - Roaring Glen Farms LLC (RGF)**

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**Lisa Gustavsen or John Moore** <roaringglenfarms@gmail.com>

Fri, Nov 27, 2020 at 10:45 AM

To: Tom Hutcheson &lt;townadmin@townofconway.com&gt;, bobarmstrong@townofconway.com, philkantor@townofconway.com, ericagoleman@townofconway.com

**Memo**

To: Conway Select board, and Town Administrator

From: John Moore, Roaring Glen Farms LLC (RGF)

CC: Massachusetts Cannabis Control Commission (CCC)

RE: CMC Provisional License Renewal Requirement – Records Request

Date: November 27, 2020 via email

Please find our formal records request, dated November 26, 2020, sent by email to the Conway Board of Selectman and Town of Conway Administrator.

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.

As you may recall, Roaring Glen Farms LLC while provisionally licensed, has not yet obtained its final license to become operational. Therefore, based on our Host Community Agreement (3/18/2019) no Community Impact payments will be due or payable.

Please confirm by email that there are no records available for costs incurred by RGF.

Thank you.

John

Lisa Gustavsen, Manager and/or John Moore, Manager

Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, MA 01341  
413-350-5171 - Farm  
413-519-9851 - Mobile

This electronic mail transmission contains confidential information intended only for the persons named. Any use, distribution, copying, or disclosure by any other person is strictly prohibited. If you have received this transmission in error, please notify the sender by telephone at (413)350-5171 or send an electronic mail message to the original sender.

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**Records Request - Roaring Glen Farms LLC (RGF)**

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**Tom Hutcheson** <selectboard@townofconway.com>

Mon, Nov 30, 2020 at 11:02 AM

To: Lisa Gustavsen or John Moore &lt;roaringglenfarms@gmail.com&gt;, Bob Armstrong &lt;bobarmstrong@townofconway.com&gt;, Phil Kantor &lt;philkantor@townofconway.com&gt;, Erica Goleman &lt;ericagoleman@townofconway.com&gt;

John—

No, Conway has no record of any cost, other than what is contained in the agreement itself, which as you note is not in effect until your business becomes operational.

Thank you very much.

--Tom

Thomas W. Hutcheson

Town Administrator

32 Main St., P.O. Box 240

Conway, MA 01341

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

NOTICE: All electronic Messages sent from the Town of Conway are archived in conformance with Massachusetts and federal Public Records law. *Town of Conway email messages are public records except when they fall under one of the specific statutory exemptions. This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and its attachments, if any, destroy any hard copies you may have created, and notify me immediately.*

[Quoted text hidden]

## PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, Massachusetts

10/12/2019

### Introduction

This Plan describes Roaring Glen Farms LLC (RGF) plans to continue its work, started in 2017, with residents of Greenfield, Massachusetts (an area of disproportionate impact) who have been striving to enter the commercial adult-use cannabis industry in accordance with 935 CMR 500.101. RGF believes positive impact within areas of disproportionate impact involves increased economic opportunities such as skilled employment options and dollars spent in the community with vendors who live in the community.

### Programs and Measurements of Progress and Success

To positively impact areas of disproportionate impact<sup>i</sup>, RGF will implement the following programs within a year of obtaining RGF's provisional, Craft Marijuana Cooperative License, whether or not RGF has been issued a final license.

- **Recruitment and Training Program**

RGF will actively recruit, hire, and train 20% of operational staff that are residents from nearby areas of disproportionate impact within the first year of obtaining a provisional license whether or not RGF has been issued a final license. The measure of progress will be determined by the number of staff employed and trained by RGF.

- **Procurement Program**

RGF will purchase 10% of operational materials, supplies, or services from businesses located in and owned by residents in areas of disproportionate impact (e.g., towns of Greenfield, Amherst, West Springfield, etc.) within the first year of obtaining a provisional license whether or not RGF has been issued a final license. Creating demand for products and services in this industry from local vendors will provide an economically meaningful impact on areas of disproportionate impact by bringing more dollars into the community. The measure of progress will be measured by the number of local vendors utilized and dollars spent with each vendor by RGF.

### Annual Documentation

Roaring Glen Farms will document both progress and success of the Plan for Positive Impact including supporting documentation (data) measuring program goals within 30 days of the annual renewal of its provisional license. This documentation will be submitted to CCC. If RGF's Plan is not successful (progress or success was not achieved based on the above metrics), RGF will modify its programs to improve RGF's opportunity to succeed in creating a positive impact.

All Program actions will adhere to the requirements set forth in 935 CMR 500.101 (1) and (2). This Plan shall assist the CCC who is required to establish "procedures and policies that promote and encourage full participation in the regulated cannabis ("marijuana") industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.

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<sup>i</sup> CCC's Communities of Disproportionate Impact Abington, Amherst, Boston, Braintree, Brockton, Chelsea, Fall River, Fitchburg, Greenfield, Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield, and Worcester



# Corporations Division

## Business Entity Summary

**ID Number: 001360454**

[Request certificate](#)

[New search](#)

**Summary for: ROARING GLEN FARMS, L.L.C.**

**The exact name of the Domestic Limited Liability Company (LLC):** ROARING GLEN FARMS, L.L.C.

**Entity type:** Domestic Limited Liability Company (LLC)

**Identification Number:** 001360454

**Date of Organization in Massachusetts:**  
12-26-2018

**Last date certain:**

**The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 40 WHATELY GLEN ROAD

City or town, State, Zip code, CONWAY, MA 01341 USA

Country:

**The name and address of the Resident Agent:**

Name: LISA C. GUSTAVSEN

Address: 40 WHATELY GLEN ROAD

City or town, State, Zip code, CONWAY, MA 01341 USA

Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	JOHN A. MOORE	40 WHATELY GLEN ROAD CONWAY, MA 01341 USA
MANAGER	MATTHEW M. MARTIN	40 WHATELY GLEN ROAD CONWAY, MA 01341 USA
MANAGER	LISA C. GUSTAVSEN	40 WHATELY GLEN ROAD CONWAY, MA 01341 USA

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address

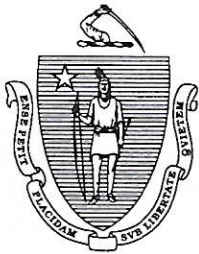
**The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual name	Address
REAL PROPERTY	LISA C. GUSTAVSEN	40 WHATELY GLEN ROAD CONWAY, MA 01341 USA
REAL PROPERTY	MATTHEW M. MARTIN	40 WHATELY GLEN ROAD CONWAY, MA 01341 USA
REAL PROPERTY	JOHN A. MOORE	40 WHATELY GLEN ROAD CONWAY, MA 01341 USA

**Consent****Confidential  
Data****Merger  
Allowed****Manufacturing****View filings for this business entity:**

ALL FILINGS  
Annual Report  
Annual Report - Professional  
Articles of Entity Conversion  
Certificate of Amendment  
Certificate of Cancellation

[View filings](#)**Comments or notes associated with this business entity:**[New search](#)



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

William Francis Galvin  
Secretary of the  
Commonwealth

March 15, 2019

TO WHOM IT MAY CONCERN:

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

**ROARING GLEN FARMS, L.L.C.**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 26, 2018.**

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 or withdrawal; 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: **LISA C. GUSTAVSEN, JOHN A. MOORE, MATTHEW M. MARTIN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **LISA C. GUSTAVSEN, JOHN A. MOORE, MATTHEW M. MARTIN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **LISA C. GUSTAVSEN, JOHN A. MOORE, MATTHEW M. MARTIN**

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



## **Plan to Comply with the Seven Cooperative Principles Roaring Glen Farms LLC**

### **Background Statement**

When our application for a Craft Marijuana Cooperative license is approved, by the CCC, Roaring Glen Farms LLC will integrate the Bylaws described below into its Operating Agreement.

### **Mission and Vision**

We will operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance (ICA) in 1995.

*The articles of incorporation are hereby made a part of these bylaws. In case of any inconsistency between the articles of incorporation and these bylaws, the provisions of the articles of incorporation are controlling.*

### **Section 1. Voluntary and Open Membership**

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

### **II. Membership**

Membership types will be determined when the license is approved.

### **III Membership Meetings**

Annual general membership meetings will be held at 40 Whately Glen Road, Conway, MA. Regular member meetings will be held at least annually. All members will be notified by email when the agenda is determined and the time and location of the meeting.

### **Section 2. Democratic Member Control**

The cooperative will be controlled by the members organized in a democratic manner.

### **Section 3. Member Economic Participation**

Members shall contribute equitably to, and democratically control, the capital of their co-operative.

### **Section 4. Autonomy and Independence**

The cooperative will be autonomous. If members enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their co-operative autonomy.

**Section 5. Education, Training and Information**

The cooperative may provide education or training for its members and employees.

**Section 6. Co-operation among Co-operatives**

The cooperative will work together by working through local national, regional, international structures to strengthen the establishment.

**Section 7. Concern for Community**

The cooperative will work for the sustainable development of its community(ies)Co-operatives work for the sustainable

When operating, RGF will be a farmer owned and operated outdoor cultivation farm. We will grow and package, market, brand, high-quality products. Staff will be well trained. While on our mission of a Craft Marijuana Cooperative, we are mindful that we must remain legally compliant, financially sound and responsive to the community in which we operate. This plan represents a realistic and achievable vision of what Massachusetts's Craft Marijuana Cooperative model can be.



Commonwealth of Massachusetts  
Department of Revenue  
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1550028160  
Notice Date: March 19, 2019  
Case ID: 0-000-543-484



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ROARING GLEN FARMS LLC  
40 WHATELY GLEN ROAD  
CONWAY MA 01341

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

The Commissioner of Revenue certifies that, as of the date of this certificate, ROARING GLEN 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**Limited Liability Company Agreement  
of Roaring Glen Farms, L.L.C., a  
Limited Liability Company**

**THIS OPERATING AGREEMENT** (this "Agreement") of Roaring Glen Farms, L.L.C., LLC (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

**I. Formation.**

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Roaring Glen Farms, L.L.C., a Manager-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

40 Whately Glen Road, Conway, Massachusetts 01341, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Lisa Gustavsen. The Agent's registered office is 40 Whately Glen Road, Conway, Massachusetts 01341. The Company may change its registered office, its registered agent, or both, upon filing a statement with the

Massachusetts Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or

construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

## **II. Purposes and Powers.**

A. Purpose. The Company is created for the following business purpose:

Roaring Glen Farms, L.L.C. will cultivate, manufacture and distribute products. In addition, this company shall possess and may exercise all the powers and privileges granted by MVL Ch. 156C or by any other law or the operating agreement, together with any powers incidental thereto or far as such powers and privileges are necessary or

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convenient to the conduct, promotion or attainment of the business, trade, profession, purposes or activities of the company.

B. Powers. The Company shall have all of the powers of a limited liability company set

forth under Massachusetts  
law.

C. Duration. The Company's term shall commence upon the filing of an Articles of

Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is  
continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Members or the Company to continue in  
business;  
s;
4. A judicial decree is entered that dissolves the Company;  
or
5. Any other event results in the dissolution of the Company under federal  
or  
Massachusetts law.

### **III. Members.**

A. Members. The Members of the Company (jointly the "Members") and their

Membership Interest in the same at the time of adoption of this Agreement are as follows:

Lisa C. Gustavsen,  
50%

John A. Moore,  
50%

B. Initial Contribution. Each Member shall make an Initial Contribution to the

Company.

The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution.

Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for

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any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member. Should a Member die, be

declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for proportionately by the remaining Members, according to their existing Membership Interest and

distributed proportionately among the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it proportionately. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split proportionately among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non- Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 0 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in

part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Member transfers all of its Membership Interest, the

transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective

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immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written

consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

#### F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal

to their share of Membership Interest in the Company.

2. *Proxies.* At all meetings of Members, a Member may vote in person or by

proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for

preparation,

maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties

whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this

Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any

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portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

#### **IV. Accounting and Distributions.**

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or

Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

## **V. Tax Treatment Election.**

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S- corporation or a Partnership at any time.

## **VI. Board of Managers.**

A. Creation of a Board of Managers. The Members shall create a board of Managers

(the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Massachusetts law. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to Massachusetts law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.

B. Powers and Operation of the Board of Managers. The Board shall have the

power to

do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

1. *Meetings*. The Board may hold meetings, both regular and special, within or

outside the state of Massachusetts. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be

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determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail or any other means of communication.

i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the

meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

C. Compensation of Managers. The Board shall have the authority to fix the

compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire

Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.

E. Managers as Agents. To the extent of their powers set forth in this Agreement, the

Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company. Notwithstanding any other provision of this

Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution

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of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board. The Board and the Members shall cause the Company to do or

cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery,  
invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members  
and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and  
pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and  
separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to

organizational  
expenses;

6. Maintain an arm's length relationship with the Members, and, with respect to

all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain

a sufficient number of employees in light of its contemplated business operations;

8. Not guarantee or become obligated for the debts of any other person or hold

out its credit as being available to satisfy the obligations of others;

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9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or

advances to any

person;

11. Correct any known misunderstanding regarding its separate identity;

12. Maintain adequate capital in light of its contemplated business purposes;

13. Cause its Board to meet or act pursuant to written consent and keep minutes

of such meetings and actions and observe all other Massachusetts limited liability company formalities;

14. Make any permitted investments directly or through brokers engaged and paid

by the Company or its agents;

15. Not require any obligations or securities of the Members; and

16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board. Notwithstanding any other provision of this

Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;

2. Engage, directly or indirectly, in any business or activity other than as required

or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or

3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

## **VII. Officers.**

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the

Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by

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Massachusetts law. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Massachusetts law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company,

shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

i. where required or permitted by law or this Agreement to be otherwise

signed and  
executed;

ii. where signing and execution thereof shall be expressly delegated by the

Board to some other Officer or agent of the  
Company.

2. *President.* In the absence of the Chairman or in the event of the Chairman's

inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

3. *Vice-Presidents.* In the absence of the Chairman and President or in the event

of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.

4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing

legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Members and record all the proceedings of the meetings of the Company and of the Members in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Members, as required in this Agreement or by Massachusetts law, and shall perform such other duties as may be prescribed by the Board or the Chairman,

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under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Members (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial

condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Board forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Massachusetts law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe. act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

B. Officers as Agents. Officers as Agents. The Officers, to the extent of their powers set

forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

## **VIII. Fiduciary Duties of the Board and Officers.**

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A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Massachusetts.

B. Competition with the Company. The Managers and Officers shall refrain from dealing

with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty

and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.

D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or

Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the

Manager reasonably believes to be reliable and competent in the matters presented.

2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.

3. A committee of Members or Managers of which the affected Manager is not a

participant, if the Manager reasonably believes the committee

merits confidence.

## **IX. Dissolution.**

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue

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document.

without  
dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the

Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.

E. Accounting. Within a reasonable time after complete liquidation, the Company

Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically

provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the

Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

#### **X. Exculpation and Indemnification.**

A. No Member, Manager, Officer, employee or agent of the Company and no employee,

agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect

of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of

the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary

duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or

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to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article X shall survive any termination of this

Agreement.  
t.

## **XI. Insurance.**

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

## **XII. Settling Disputes.**

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

## **XIII. Independent Counsel.**

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

## **XIV. General Provisions.**

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for

purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday

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or such  
holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of

counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and

they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in

accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).

G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.

H. Amendment. This Agreement may be amended only by written consent of all the

Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties

hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of December 26, 2018.

Signature: \_\_\_\_\_

Lisa C.  
Gustavsen

Signature: \_\_\_\_\_

John A.  
Moore

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**ATTACHMENT A** *Initial*  
*Contributions of the Members*

The Initial Contributions of the Members of Roaring Glen Farms, L.L.C. are as follows:

Lisa C.  
Gustavsen

Contribution: Cash: \$500.00  
Time and effort valued at  
\$5,000.00

John A.  
Moore

Contribution: Cash: \$500.00 Time  
and effort valued at \$250.00  
Intellectual Property valued at  
\$250.00

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HUB International New England, formerly  
Insurance Center of New England, Inc.

1070 Suffield Street  
Agawam, MA 01001  
Toll-Free 800-243-8134

90 Parker Street  
Gardner, MA 01440

hubinternational.com

10/3/2019

To: Whom This May Concern:

From: Ben Garvey, Vice President

RE: Insurance for Roaring Glen Farms LLC

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HUB International will be providing Liability Insurance to Roaring Glen Farms LLC to satisfy the requirements outlined in 935 CMR 500.105(10). The limits that will be provided are outlined below and will not have a deductible over \$5,000.

General Liability

\$1,000,000 per Occurrence, \$2,000,000 in Aggregate Annually

Product Liability

\$1,000,000 per Occurrence \$2,000,000 in Aggregate Annually

**Updated Business Plan  
Roaring Glen Farms LLC  
12/07/2020**

**Craft Marijuana Cooperative Provisional License Renewal Application  
COR281373**

**Business Information**

- Business Name: Roaring Glen Farms LLC
- Town of Conway Business Certificate - Roaring Glen Farms, LLC
  - Effective 10/10/2018-10/9/2022
- Documentation of MA business registration
  - Certificate of Organization, ID # 001360454
  - Business Entity Summary, MA Corporations Division
- Business address for Marijuana Establishment,
  - 40 Whately Glen Road, Conway, MA 01341
- Proof of property interest
  - Property Deed for 40 Whately Glen Road, Conway, MA 01341
- Contact information for primary point of contact(s) to discuss application issues;
  - Lisa Gustavsen, Manager  
40 Whately Glen Road  
Conway, MA 01341  
  
413-350-5171 (Landline)  
[lisagustavsen@gmail.com](mailto:lisagustavsen@gmail.com) (email)
- Names, addresses, and identification (ID) for executives, managers, persons, or entities having direct or indirect authority over management, policies, security operations, or cultivation operations:
  - Lisa Gustavsen, Manager  
40 Whately Glen Road  
Conway, MA 01341
  - John Moore, Manager  
40 Whately Glen Road  
Conway, MA 01341

**Private and Confidential**

- Names of persons or entities contributing 10% or more of initial capital to operate;
  - Lisa Gustavsen and John Moore, 100% contribution
- Disclosure of interests and potential conflicts of interest in Massachusetts and other jurisdictions;
  - No known interests or potential conflicts of interest in MA and other jurisdictions
- Amounts and sources of capital resources;
  - ~\$10,000 - Source: Home Equity Line of Credit
- Documentation of a bond or escrowed amount sufficient to cover winding down;
  - Surety Bond obtained 10/2019 and renewed 10/2020

### **Management and Operation Plan**

See Management and Operation Plan, Roaring Glen Farms LLC

### **Plan to positively impact areas of disproportionate impact**

- See Plan to Positively Impact areas of Disproportionate Impact

### **Municipal Information**

- Documentation of a negotiated Host Community Agreement (HCA)
  - Final HCA 3/18/19
- Documentation of compliance or plan to comply with local licensing laws
  - Compliance with Business License - Business Certificate
  - Town of Conway, Board of Health - Marijuana Establishment Operating Permit (currently N/A as it is required following license application approval by CCC)
  - Special Permit, Town of Conway, Planning Board – August 2020

### **Individual Owner/Manager Information**

- For each individual executive, manager, person who have direct or indirect authority over management, policies, security operations or cultivation operations; close associates; and individuals contributing 10% or more capital:
  - Lisa Gustavsen - Notarized CORI Acknowledgment Form
  - John A. Moore - Notarized CORI Acknowledgment Form
- Dates and descriptions of past or pending criminal actions
  - Not applicable
- Past or pending civil or administrative actions
  - Not applicable
- Past disciplinary actions
  - Not applicable

**Private and Confidential**

- Denials of licensure pertaining to a marijuana and other businesses
  - Not applicable

## **Operations Information (aka Management and Operations)**

Proposed timeline to be operational:

### **Provisional License Approval for Outdoor Cultivation February 2020**

Due to the closure of the Court System in Massachusetts, due to COVID-19, our approved Special Permit appeal period was extended from April to August, thereby eliminating the 2020 Outdoor cultivation. As a result of this unknown, whether our Special permit would be appealed or not, we were unable to secure financing as we did not have an Approved Special Permit with no appeal.

### **Finalize Funding Source(s) December 2020-February 2021**

Due to the unique requirements for any and all Cooperatives in Massachusetts, traditional funding avenues are unavailable.

### **Build Out Requirements for Final License February –March 2021**

### **Inspection by CCC March 2021**

### **Final license granted, Commence Operations in 2021 April 2021**

### **Propagation/Field Population for Outdoor Cultivation May/June 2021**

Introduce Beginning Inventory in *Metrc*

Proof of liability insurance or plan to obtain insurance

- Once license is approved, proof of liability insurance will be submitted;

## **Summary of Business Plan:**

Roaring Glen Farms, (“RGF”) plans to open for business in 2021 after it is duly licensed by the Commonwealth of Massachusetts. Like many Craft Marijuana Cooperatives, RGF will cultivate, obtain, manufacture, process, package and brand cannabis or marijuana products to transport marijuana to Marijuana Establishments, but not to consumers. Unlike some MJ establishment, however, we see our mission extending well beyond simply providing adult-use marijuana. We will operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance (ICA) in 1995 (the following language is quoted from the ICA):

### **1. Voluntary and Open Membership**

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

**Private and Confidential**

Updated Business Plan Summary Roaring Glen Farms LLC

## 2. Democratic Member Control

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

## 3. Member Economic Participation

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

## 4. Autonomy and Independence

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

## 5. Education, Training and Information

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

## 6. Co-operation among Cooperatives

Co-operatives serve their members most effectively and strengthen the co-operative movement by working together through local, national, regional and international structures. 7. Concern for Community Co-operatives work for the sustainable development of their communities through policies approved by their members.

When operating, RGF will be a farmer owned and operated outdoor cultivation farm. We will grow and package, market, brand, high-quality products. Staff will be well trained. While on our mission of a Craft Marijuana Cooperative, we are mindful that we must remain legally compliant, financially sound and responsive to the community in which we operate. This plan represents a realistic and achievable vision of what Massachusetts's Craft Marijuana Cooperative model can be.

## **Summary of Operating plan and Procedures (aka Management and Operations)**

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Updated Business Plan Summary Roaring Glen Farms LLC

- Security
  - Virtual, infrared fence along the perimeter;
  - Tri-wire, electric fencing along the perimeter (browse avoidance)
  - “No Trespassing” postings along property boundaries (forested stone walls)
  - Regular review of surveillance camera footage
  - 24/7 security presence when the plants before a Hazard or when they have economic value
- Prevention of diversion
  - Diversion prevention will include 24/7 on site security during the last 14 days before harvest;
  - Locked, secure processing and storage container for any viable product
- Storage of marijuana
  - Secured storage container(s)
  - Secured storage container(s) for short term storage
- Transportation of marijuana
  - Third party
- Inventory procedures
  - As required in Massachusetts Seed-to-Sale Guidance
- Procedures for quality control and testing for potential contaminants
  - Procedures will follow the regulations for the testing of marijuana and marijuana products found under 935 CMR 500.160. We will incorporate CCC’s Protocol for Sampling and Analysis of Finished Marijuana Products and Marijuana-infused Products.
- Personnel policies
 

Work hours will vary during the season. Daily and weekly schedules will also vary with the growing. Work hours and schedules will be provided to all employees. Break times will be offered every four hours of work. Overtime will be offered by seniority when available. Worked time will be entered by employee and approved/verified by supervisors. The starting pay rate will be determined by work tasks. The pay period will be weekly. Payroll deductions will be determined by current law. Employee performance will be reviewed quarterly.

Expectations about the working environment will be spelled out: explain where employees are allowed to park, wash, go to the bathroom, eat or prepare meals, take breaks, smoke, make phone calls; what type of clothing, footwear, protective equipment (such as hats and sunscreen) should they bring to work; farm equipment and farm vehicles use policy; IPM policy; Workplace behavior.

The terms of employment is ‘employment at will’ where either party can end the relationship at any time for any reason. This will be stated clearly.

Vacation time, personal leave time, sick leave will be determined. Paid leave time criteria has not yet been determined, but will be considered. All employees will

have a supervisor and contact information for supervisor and managers, if the employee needs to call to report if they will be absent or tardy before the start of their day.

Benefits have not yet been determined, but will be described in the employee handbook, when they become available. Workers will be covered by workman's compensation. All work related injuries must be reported in writing within 24 hours of occurrence to the employee's supervisor.

Discipline: The following actions are ground for disciplinary actions including termination of employment: theft, harassment, fighting, intentional damage to equipment, possession of weapons, disregard for safety, or insubordination.

Legal statements provided in the handbook will include: statement of non-discrimination and statement of equal opportunity.

- Dispensing procedures
  - Not applicable
- Record-keeping procedures.
  - See SOP for record keeping policies and procedures
- Maintenance of financial records
  - See SOP detailing RGF's policies for maintaining financial records.
- Diversity plans
  - See RGF Diversity Plan
- Qualifications
  - John Moore - on-site Manager
    - Over 30 years as Farm Manager in Massachusetts
    - Currently, small business owner in Conway
    - Currently, Farm Manager in Conway
    - US Air Force Veteran
    - Co-owner and operator of Roaring Glen Farms
  - Lisa Gustavsen - Manager
    - Over 10 years in management
    - Master's Degree - Yale University
    - Bachelor's Degree - Mount Holyoke College
    - Co-owner and operator of Roaring Glen Farms

# ROARING GLEN FARMS LLC

## Restricting Access to Age 21 or older

### STANDARD OPERATING PROCEDURES

#### SUMMARY

Prepared by:  
Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, MA 01341

#### Restricting Access:

For security and compliance purposes, the outdoor growing space will be fenced in accordance with Cannabis Commission guidelines in consultation with Conway Chief of Police, Ken Ouimette. Restricted access protects against intrusion, theft and destruction either by humans or wildlife and ensures public safety. All board members, directors, employees, executives, managers, and volunteers who are associated with RGF as a Marijuana Establishment will be 21 years of age or older, pursuant to 935 CMR 500.030. RGF will require a completed Marijuana Agent registration and associated registration card to allow access to the establishment. In addition, all visitors to the Marijuana Establishment will be 21 years of age or older.

There will be secure, locked gates which can only be accessed by authorized persons (i.e., age 21 or older) – limited access area.

In addition, we will have CCTV cameras pointing both inside and outside the security fencing. The cameras will be monitored 24/7 by a third-party service.

Aerial Map of Roaring Glen Farm and limited access area ( 2020) below:

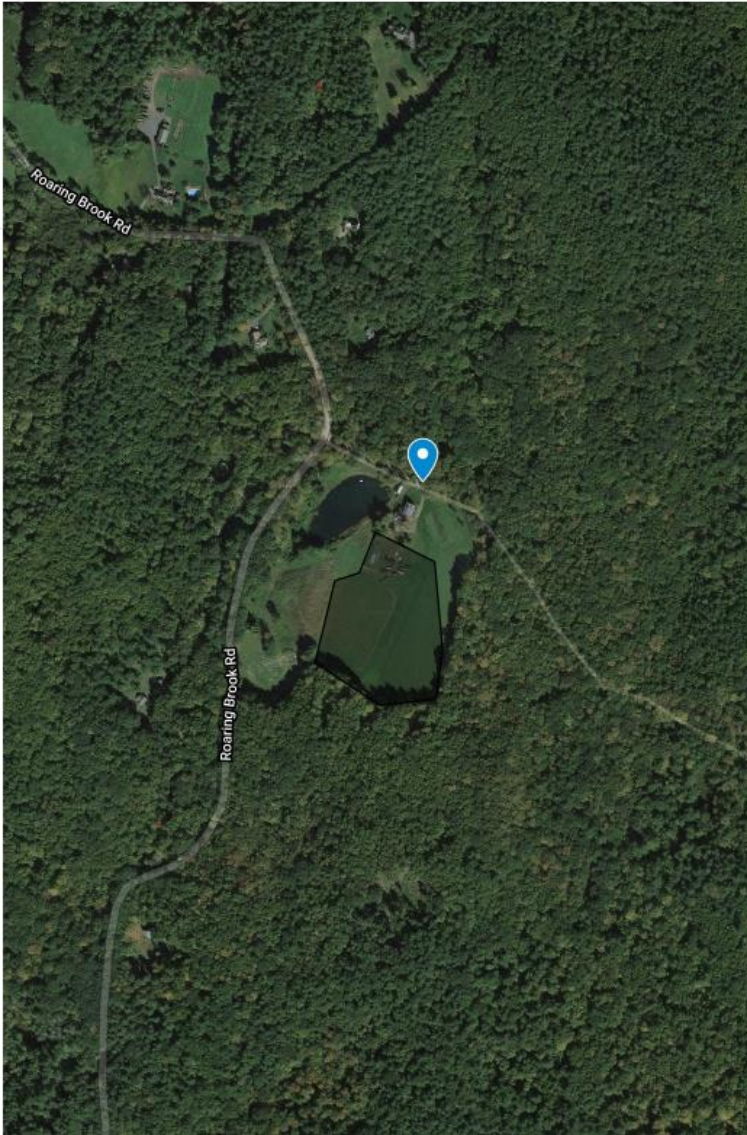
# Roaring Glen Farms LLC, Approved site boundaries

Roaring Glen Farms LLC -  
proposed ME location

 40 Whately Glen Rd



Secured Area- Roaring Glen  
Farms



# ROARING GLEN FARMS LLC

## EMPLOYEE QUALIFICATIONS & TRAINING STANDARD OPERATING PROCEDURES SUMMARY

Prepared by:  
Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, MA 01341

ROARING GLEN FARM LLC ("Roaring Glen," the "Company," or "Marijuana Establishment") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105, 120, et al.

### GOAL

The purposes of these standard operating procedures and policies are:

1. To ensure the efficient and compliant operations of Roaring Glen Farms;
2. To hire qualified individuals for employment as Company marijuana establishment agents;
3. To protect all premises, employees, consumers, and the general public in connection with operations.
4. To fully comply with the requirements as set forth under 935 CMR 500.105, 120, 110, and all other applicable law.
5. To fully comply with the Company's Diversity Plan.

Pursuant to 935 CMR 500.105(2)(1), all Company marijuana establishment agents shall complete minimum training requirements prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent ("Agent"), and at a minimum, Agents shall receive eight hours of on-going training annually in which a minimum of four hours of training shall be from RVT program courses established under 935 CMR 500.105(2)(b).

## PLAN

### Employee Qualifications

The Company intends to hire and train all of the necessary staff for cultivation operations, including, but not limited to the following:

#### (1) Master Grower

The Master Grower is in charge of overseeing the overall grow operation, including any greenhouse and outdoor cultivation. The Master Grower is responsible for maintaining the schedule and ensuring the method is followed according to procedures and protocols as set forth by the Company. The Master Grower shall be responsible for maintaining daily detailed records that document changes in nutrients, environmental conditions, pests, disease, and lighting, for future reference, guidance, and consistency. The Master Grower shall manage and be responsible for all day-to-day cultivation operations, including daily monitoring and management for cultivation, nutrition, irrigation, pests, and disease, as well as staffing, scheduling, and ensuring work performance and regulatory compliance.

The Company prefers but does not require 3 years of industry cultivation experience.

#### (2) Assistant Grower/Cultivation Supervisor

The Assistant Grower/Cultivation Supervisor oversees the cultivation staff. He/She acts as head grower whenever the Master Grower is unavailable. He/She is the equivalent of an understudy – he/she must know everything the Master Grower knows, maintain the day-to-day operations of the cultivation site, and train the remainder of the crew.

#### (3) Inventory Manager

The Inventory Manager is in charge of keeping an accurate inventory of all cannabis products in the cultivation facility as well as setting up orders for materials and purchasing or selling marijuana and marijuana products.

The Company prefers but does not require inventory experience from another industry, usually food service or retail.

#### (4) General Cultivation Staff

The General Cultivation Staff (“GCS”) shall be trained to do everything from mixing potting mix,

potting plants, cloning, pruning, trellising, harvesting, and watering plants, disposing of waste material, to trimming harvested flower, packaging it for sale, and recording inventory and waste for the Company's marijuana tracking and reporting system required by 935 CMR 500.105, et al.

The GCS is also responsible for preparing raw material for curing. This entails cutting the buds off the branches and getting them ready for the Master Grower to cure.

The Company will look for the following qualifications:

1. Honesty, Integrity, and Growth-mindset.
2. Self-motivated and able to work in a team.
3. Organizational Skills.
4. Ability to perform rigorous and repetitive manual labor.
5. 21 years of age or older.
6. Ability to pass a background check with no prohibited criminal offenses 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;
7. Suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802. However, no one shall be excluded from employment solely on the basis of offenses related to possession of controlled substances under M.G.L. c. 94C Section 34, or an equivalent conviction in another jurisdiction.
8. Some horticulture, gardening, and/or farming experience preferred, but not required.

#### Training Upon Hiring

1. Orientation to company culture and policies.
2. Diversity
3. Positive Impact Plan
4. Security and workplace safety training.
5. Record keeping and compliance training.

6. Technical training

- a. Planting
- b. Trellising
- c. Pruning
- d. Harvesting
- e. Trimming
- f. Packaging & inventory
- g. Waste disposal and Composting plant: health, pest, disease monitoring

On-going Training

1. Basic Core Curriculum, as required.
2. Annual Responsible Vendor Program as required by 935 CMR 500.105(2)(b) prior to each employee's hiring anniversary date, if required.
3. Quarterly record keeping and compliance training.
4. Quarterly Security training.
5. Quarterly Technical training.
  - a. Soil science and microbiology
  - b. Nutrient balancing
  - c. Irrigation
  - d. Botany/Horticulture
  - e. Composting

## MEASUREMENTS

The Company will measure the success of this plan using the following metrics:

- The number of completed hours of training.
- The number and type of completed training sessions.
- The number of employees that complete the annual skills assessment.

# ROARING GLEN FARMS LLC

## Quality Control and Testing of Marijuana STANDARD OPERATING PROCEDURES SUMMARY

Prepared by:  
Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, MA 01341

ROARING GLEN FARMS LLC ("Roaring Glen," the "Company," or "Marijuana Establishment") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105, 120, et

### **Quality Control and Testing of Marijuana and Marijuana products:**

All marijuana and marijuana products will be capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product shall 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 provided by the CCC at the time of testing.

All testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the current protocols issued by the CCC for adult use marijuana at the time needed for quality control and testing.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the current protocols for sampling and analysis issued by the CCC for adult use marijuana.

Marijuana shall 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.

Based on acceptable limits established by the CCC for adult use marijuana, RGF shall develop written policies for responding to laboratory test results that indicate contaminant levels are above acceptable limits as established in the protocols identified in 935 CMR 500.160(1). The policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly. The notification from RGF will detail a proposed plan of

action for both the destruction of the contaminated product and the assessment of the source of contamination, on a case by case basis.

RGF shall either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product. If RGF chooses to dispose of the Marijuana or Marijuana Products, it shall do so in compliance with 935 CMR 500.105(12): Waste Disposal

RGF will maintain the results of all testing for no less than one year

The sale of seeds is not subject to these testing provisions.

Clones are subject to these testing provisions, but are exempt from testing for metals.

# ROARING GLEN FARMS LLC

## Personnel Policies Including Background Checks STANDARD OPERATING PROCEDURES SUMMARY

Prepared by:  
Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, MA 01341

ROARING GLEN FARMS LLC ("Roaring Glen," the "Company," or "Marijuana Establishment") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105, 120, et

### **Personnel Policies including Background Checks**

#### **Background Checks**

As required by the CCC, all staff, Board members, and visitors will comply with Background Check protocols written by the CCC and implemented and monitored by Roaring Glen Farms at the commencement of operations.

#### **Employee Personal Safety/Crime Prevention Statement**

The safe working conditions for all staff are of great importance at RGF. Staff parking will be appropriately lit. Security protocols will ensure safe entrance and exit from work locations.

#### **COVID-19 Protocol**

RGF will submit an Agent COVID-19 Reporting Form to the Commission immediately after obtaining actual knowledge of a confirmed case, but in no event, later than 24 hours. Within 10 days RGF will provide additional reporting with the following information: 1) circumstances of the event; 2) action taken under Facility SOP; 3) changes to Facility to SOPs in response (if any); 4) communication with State and local health officials; and 5) description and results of contact tracing steps to identify individuals in close contact with infected employee.

#### **Alcohol, smoke, and drug-free workplace policy**

RGF maintains a drug-free workplace. Alcohol use is prohibited. Smoking is allowed only in designated areas, at least 200 feet from any employee entrance or exit or building/enclosed work area used by staff.

#### **Confidential Information Standard**

All confidential employee information will be stored in locked files maintained by the designated Human Resources manager for RGF within the designated office.

**Discipline and Termination Statement**

Roaring Glen Farms will proceed with notification to the Commission and immediate dismissal of any marijuana establishment agent who has: 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; 2) Engaged in unsafe practices with regard to the operation of the Marijuana Establishment; or 3) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

# ROARING GLEN FARMS LLC

## RECORD KEEPING STANDARD OPERATING PROCEDURES SUMMARY

Prepared by:  
Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, MA 01341

ROARING GLEN FARMS LLC ("Roaring Glen," the "Company," or "Marijuana Establishment") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105, 120, et

### **Record Keeping Policies and Procedures**

#### **Policy brief & purpose**

Roaring Glen Farms' ("RGF") Record Retention policy describes our guidelines to create, preserve and access our company's records. To ensure that our records are accurate, complete and secure, we require our employees to adhere to this policy. Records of a RGF will be available for inspection by the Commission, upon request.

#### **Scope**

In this policy, a "record" is any type of electronic or paper file (document, spreadsheet, graphic image or database entries) that we store in our office and systems. This includes files created by both employees and external sources. All legal and business documents, as well as formal internal and external communications, fall under this policy's purview.

This policy applies to employees who may create, access and manage records. The HR and finance departments, which manage sensitive and critical information, are primarily responsible for keeping accurate and secure records. Every other employee who creates and stores important records should follow this policy too.

### **Policy elements**

#### **Creating records**

We place high value on our company's records. By storing information, we are able to:

1. Make better decisions
2. Support our day-to-day operations

3. Forecast and prepare for the future
4. Learn from past mistakes
5. Preserve and support our company's compliance with all regulatory and legal requirements
6. Evaluate our operations and employee productivity over time
7. Develop plans to improve and grow the company

### **What records do employees need to create?**

Creating and storing certain types of records are mandatory. Employees should keep records pursuant to the following:

1. Records that are mandated by law (e.g. records required by the Massachusetts Cannabis Control Commission as well as other state and federal agencies such as the EEOC, EPA, etc) including:
  - a. Written operating procedures as required by 935 CMR 500.105(1)
  - b. Inventory records as required by 935 CMR 500.105(8)
  - c. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e)
  - d. Personnel records including:
    - i. Job descriptions for each employee and volunteer position both full-time and part-time along with an organizational chart reflecting all the company's jobs
    - ii. A personnel record for each marijuana establishment agent which shall be retained for at least one year after termination of the employee's affiliation with the company and which shall include:
      1. All materials submitted to the CCC pursuant to 935 CMR 500.030(2)
      2. Documentation of verification of references
      3. The job description and / or the employment contract which includes duties, authority, responsibilities, qualifications, and supervision
      4. 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 and content discussed, including the name(s) and title(s) of any presenter(s);
      5. Documentation of periodic performance evaluations;
      6. A record of any disciplinary action taken; and
      7. Notice of completed responsible vendor and in-house training for ME agents required under 935 CMR 500.105(2).
    - iii. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

1. Personnel policies and procedures including, at a minimum, the following:
  - a. Code of ethics and
  - b. Whistle-blower policy
- iv. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029: Registration and Conduct of Laboratory Agents, 935 CMR 500.030: Registration of Marijuana Establishment Agents, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- e. Business records which shall include physical (manual) or computerized records of:
  - i. Assets and liabilities;
  - ii. Monetary transactions;
  - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - iv. Sales records including the quantity, form, and cost of marijuana products; and  
Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
  - f. Waste Disposal Records as required under 935 CMR 500.105(12)
2. Records that are necessary for them or other employees to perform their jobs
3. Records that indicate internal or external changes that affect our operations, employees, partners or customers
4. Records including decisions, reports, data and activities that are important to our business, which describe our business ventures, deals and communications with regulatory bodies, customers, vendors or the public
5. Employees, teams and departments may keep other records if they decide they're useful to their jobs.

## General Guidelines

We have a few general guidelines for creating records. Employees should:

1. Ensure that information is accurate, thorough and complete
2. Store all records whenever possible in the cloud
3. Physical records will be scanned and digitized and then filed and stored in the cloud
4. Name, categorize and share records properly
5. Mark appropriate records as confidential
6. Clarify who's authorized to access records
7. Employees should also check records electronic systems automatically generate to ensure their accuracy and proper storage.

## **Authorization and Access Control**

Records may have different levels of authorization that limit their accessibility. The authorization level is usually determined by those who create the records, our company's official policy or the law (the law always take precedence.) The following records are strictly confidential and require a high-level authorization:

1. Employment Records
2. Unpublished financial data
3. Seed-to-sale tracking data
4. Compliance and Regulatory-related data
5. Customer, vendor and partner agreements
6. Job applications
7. Proprietary procedures and processes

Access to those records is restricted to employees who directly manage that information.

Other types of records, like company performance metrics, operating data and internal policies, may be accessible by all permanent employees. Employees must not disclose records to people outside of our company, unless specifically authorized.

Our confidentiality and data protection policies always apply to all relevant records.

## **Retaining records**

Our employees must protect and retain our records, whether marked as confidential or not.

## **Physical records**

1. Where possible, all printed records will be converted into digital file formats and stored securely on our office systems as well as in the cloud.
2. Printed records must be stored safely in filing cabinets or closed offices. Important, confidential files mustn't be left in open office areas.
3. When employees need to carry physical records out of our offices, they must prevent them from being damaged, lost or stolen. We advise our employees to avoid relocating records as much as possible.

## **Electronic records**

1. Our primary storage for all records will be in the cloud using a service called Dropbox
2. We will scan and digitize whenever possible any physical records and store them in the cloud.
3. Electronic records will be protected at all times by passwords, firewalls and other security settings (both locally and in the cloud.)
4. Employees are responsible for keeping these records intact. For example, if an employee shares an electronic spreadsheet, document or presentation, they must

decide whether to give colleagues permission to edit, view or comment. Employees should not grant editing privileges unless necessary.

5. When employees access electronic, confidential records outside of our offices, they should ensure that both their devices and networks are secure. They should not leave their screens and devices unattended while logged in to our company's accounts.
6. Our chief compliance officer will perform regular reviews with our IT department to ensure strict compliance.

### **Data retention period**

As a general rule, we will keep all records for a minimum of two years. State and / or Federal law may oblige us to retain certain records for a longer period. In this case, we'll abide by the law.

The following records will be preserved indefinitely:

1. Tax Returns
2. Company policies and procedures
3. Inventory records
4. Seed-to-sale tracking data
5. Employment contracts
6. Vendor, key supplier, and partnership contracts
7. Financial statements and reports
8. Results of audits and / or any legal investigations

### **Discarding records**

After the data retention period has passed, authorized employees may choose to discard records for a specific reason. They will usually do this either by shredding physical documents or deleting data from a database or computer. Printed copies of electronic files should be shredded, too.

Records may also be discarded upon request from a stakeholder. For example, a customer or partner may ask us to delete their information from our databases. In this case, managers should authorize employees to discard relevant records.

### **Document and Record destruction procedures**

Documents which have been discarded for whatever reason will be destroyed.

Physical documents will be catalogued and destroyed using the professional document destruction service from Iron Mountain or equivalent. Records of such document destruction will be retained by the company's CFO.

Electronic documents requiring destruction will be deleted in Dropbox as well as across all electronic devices in the company. The company's CFO will retain the record of this events.

**Final Thoughts on Confidentiality**

We expect our employees to always respect our confidentiality policy. When files need to be discarded, employees must not create copies or store information on their devices. This may constitute a security breach and warrant disciplinary action.

# ROARING GLEN FARMS LLC

## MAINTENANCE OF FINANCIAL RECORDS STANDARD OPERATING PROCEDURES SUMMARY

Prepared by:  
Roaring Glen Farms LLC  
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Conway, MA 01341

ROARING GLEN FARMS LLC ("Roaring Glen," the "Company," or "Marijuana Establishment") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105, 120, et

### **Policy brief & purpose**

Roaring Glen Farms' ("RGF") Plan for the Maintenance of Financial Records is designed to be a subset of our overall Record Keeping Policies and Procedures and adhere to those procedures in all respects. These Record Keeping Policies and Procedures include and describe the following:

- Scope and Intent of our Record Keeping
- Why we create records
- What records we will create
- Guidelines for creating records
- Authorization and access control
- Record Retention
- Physical Records
- Electronic Records
- Data retention
- Discarding Records
- Document and Record destruction
- Confidentiality

Those procedures have been filed separately with the CCC.

### **Financial Records**

- We use QuickBooks to maintain the financial books and records of the company.
- We use Excel spreadsheets to track, report and do analysis of the data from QuickBooks.

- We will select a software vendor for tracking seed-to-sale and to interface with the CCC's METRC software system. We are currently looking at the offerings from LeafLogix, CannaLogic and Strimo.
- We will store all reports, management accounts, analyses, and scanned documents in Dropbox.

### **Document Security**

Our financial records are by their nature confidential.

Access to RGF's electronic systems (eg QuickBooks, Dropbox, etc) will be restricted by password control to our financial team.

We will maintain strict hierarchical access control within our electronic applications and data services so that only those within the organization will have access to those areas that they need to do their job while also restricting access on a need to know basis.

# ROARING GLEN FARMS LLC

## Diversity Plan

### Summary

Prepared by:  
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ROARING GLEN FARMS LLC ("Roaring Glen," the "Company," or "Marijuana Establishment") shall comply with relevant state and local law, including but not limited to 935 CMR 500.105, 120, et

### Diversity Plan Goal

Roaring Glen Farms LLC (RGF) intends to promote workplace diversity and thus social equity, by recruiting and employing operations staff from within the following five demographics: 1) Minorities; or 2) Women; or 3) Veterans; or 4) People with disabilities; or 5) People of all gender identities and sexual orientations in the operation of the Roaring Glen Farms' Craft Marijuana Cooperative (a Marijuana Establishment), as directed in 935 CMR 500.101(1)(c)(7)(k) and 935 CMR 500.101(2)(e)(8)(k).

Roaring Glen Farms LLC will lead by example. RGF is a jointly owned and operated by both a woman, and a US Veteran (US Air Force). In addition in July 2019, John Moore, owner of Roaring Glen Farms LLC, was determined to be Commission-designated Social Equity Participant (SEP) - Cohort 1. The co-owner of RGF is now a Social Equity Cohort #1 graduate (SE303912).

### Programs and Measurements of Progress and Success

To promote workplace diversity, RGF will implement the following programs within a year of obtaining RGF's final license for the Craft Marijuana Cooperative.

- **Recruitment Program**

RGF will actively recruit potential staff by attending at least 2 events organized by a Massachusetts based veteran group - New England Veterans Alliance (NEVA) within a year of issuance of RGF's final license; The program's measures of success will be the number of events attended and staff identified and ultimately recruited.

- **Targeted Employment Program**

RGF will employ 20% of operational staff targeted at the Veterans and Women demographic groups within one year of the CCC's issuance of a final license to RGF. The measurement of success will be the number of operations staff who self-identifies in one or more of the demographic groups: 1) Minorities; or 2) Women; or 3) Veterans; or 4) People with disabilities; or 5) People of all gender identities and sexual orientations

**Tools for Success**

Equity is providing everyone with the tools or opportunities they need to be successful and leveling the playing field. Equality is simply treating everyone the same. RGF is committed to equal treatment and equal opportunity for advancement in the workplace, for all employees, regardless, of age, race, color, creed, ethnic origin, and sexual identity.

**Quarterly Review for Annual Documentation**

Roaring Glen Farms will review, and modify if necessary, its Diversity Plan progress on a quarter year schedule and document both progress and success of the proposed Diversity Plan including supporting documentation (data) measuring program goals upon annual renewal of its final license. This documentation will be submitted to CCC. If RGF's Diversity Plan is not successful (progress or success was not achieved based on the above metrics), RGF will modify its Diversity Plan program to improve chances for progress and success.

All Program actions will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

# ROARING GLEN FARMS LLC

## Energy Compliance Plan STANDARD OPERATING PROCEDURES SUMMARY

Prepared by:  
Roaring Glen Farms LLC  
40 Whately Glen Road  
Conway, MA 01341

ROARING GLEN FARMS LLC ("Roaring Glen," the "Company," or "Marijuana Establishment") shall comply with 935 CMR 500.105, 500.120, and all other applicable state and local laws regulating the cultivation of marijuana for adult use in order to provide a consistent, high-quality, and pure product, as well as to protect employees, consumers, and the general public in connection with Roaring Glen Farms' marijuana establishment operations.

### GOAL

In connection with the marijuana establishment ("ME") operations, Roaring Glen strives to:

1. To provide a consistent, high-quality, product, that complies with the provisions of 935 CMR 500 et al; and
2. To protect employees, consumers, and the general public.

### Energy Compliance Statement - RGF

Based on the CCC's *Energy and Environment Compiled Guidance* (January 2020)<sup>1</sup>, RGF is not defined as a Cultivation Facility, and therefore RGF is not a relevant entity as referenced in the Guidance.

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<sup>1</sup> The following guidance is provided to assist indoor cultivation facilities, whether they are licensed as a Craft Cooperative, Microbusiness, or Marijuana Cultivator under 935 CMR 500.000: Adult Use of Marijuana, or as an MTC to cultivate cannabis under 935 CMR 501.000: Medical Use of Marijuana. All relevant entities are referenced as "Cultivation Facilities" in this guidance. Indoor operations associated with outdoor cultivation are also subject to these requirements. Please note that Cultivation Facilities must also meet the requirements in the Guidance on Basic Energy Efficiency Practices & Reporting for Marijuana Establishments [see page 4].

## **Basic Energy-Use Reduction Opportunities Used by Roaring Glen Farms LLC**

### **Identification**

1. RGF uses natural lighting as the basis of its outdoor cultivation methods for energy efficiency. RGF's plan for outdoor cultivation methods is documented in its SOP for Cultivation.
2. RGF will monitor its energy bills monthly and make adjustments in order to improve energy efficiency.
3. RGF will replace any equipment that fails with the most energy efficient model of the equipment being replaced.

### **Consideration**

1. RGF will consider installing renewable energy generation in the future, if and when this ME has reached profitability.

### **Strategies**

1. RGF conducts monthly financial review and as part of this review will make energy supply decisions and evaluate renewable options.
2. RGF's outdoor cultivation reduces energy demand as low as it can possibly be for cultivation of cannabis.
3. If applicable in the future, RGF will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

### **Engagement**

1. RGF will incorporate regular engagement with energy efficient programs by quarterly reviewing programs offered by account representatives to ensure RGF's awareness of new opportunities and incentives.

## **MEASUREMENTS**

The Company will measure the success of this plan using the following metrics:

- The amount of water input (gallons) to each harvest cycle.

- The amount of electrical input to each harvest cycle.



Memo

TO: Massachusetts Cannabis Control Commission

FROM: Roaring Glen Farms LLC (RGF)

Date: December 7, 2020

RE: *Safety Plan for Manufacturing*

Renewal Requirements – Not applicable: COR281373

*Safety Plan for Manufacturing*

This memo documents that RGF does not intend to exercise its product manufacturing capabilities<sup>1</sup> at this time and therefore, does not have a *Safety Plan for Manufacturing* during its Craft Marijuana Cooperative provisional license renewal process.

However, when RGF moves toward Product Manufacturing, it will submit a A safety plan for both the Manufacture and the production of Marijuana Products including, but not limited to, sanitary practices in compliance with 105 CMR 590.000: State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments.

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<sup>1</sup> w. A cooperative is licensed to cultivate, obtain, Manufacture, Process, package, brand and Transfer Marijuana or Marijuana Products to Marijuana Establishments