



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282640  
Original Issued Date: 07/14/2020  
Issued Date: 06/17/2021  
Expiration Date: 07/14/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Salty Farmers, LLC

Phone Number: 508-367-6538 Email Address: info@saltyfarmers.com

Business Address 1: 182 Brackett Road

Business Address 2:

Business City: Eastham

Business State: MA

Business Zip Code: 02651

Mailing Address 1: PO BOX 726

Mailing Address 2:

Mailing City: North Truro

Mailing State: MA

Mailing Zip Code: 02652

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 35

Percentage Of Control: 50

Role: Executive / Officer

Other Role: Director of Retail Operations

First Name: Harlen

Last Name: Howard

Suffix:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 35	Percentage Of Control: 50	
Role: Executive / Officer	Other Role: Director of Cultivation Operations	
First Name: Jonah	Last Name: Turner	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 30	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: David	Last Name: Selenow	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership:	Percentage Of Control:	
Role: Director	Other Role: Director of Security Operations	
First Name: Thomas	Last Name: Hayes	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Thomas	Last Name: Hayes	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Thomas Hayes will serve as Director of Security.		

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: David	Last Name: Selenow	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$500000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

### Individual 1

First Name: Harlen	Last Name: Howard	Suffix:
Marijuana Establishment Name: Salty Farmers, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Eastham	Marijuana Establishment State: MA	

### Individual 2

First Name: Jonah	Last Name: Turner	Suffix:
Marijuana Establishment Name: Salty Farmers, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Eastham	Marijuana Establishment State: MA	

### Individual 3

First Name: David	Last Name: Selenow	Suffix:
Marijuana Establishment Name: Salty Farmers, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Eastham	Marijuana Establishment State: MA	

### Individual 4

First Name: Thomas	Last Name: Hayes	Suffix:
Marijuana Establishment Name: Salty Farmers, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Eastham	Marijuana Establishment State: MA	

## MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 182 Brackett Road	
Establishment Address 2:	
Establishment City: Eastham	Establishment Zip Code: 02651
Approximate square footage of the establishment: 970	How many abutters does this property have?: 35
Have all property abutters 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
Certification of Host Community Agreement	Retail HCA Cert.pdf	pdf	5e2df7baf55e40432f6d14d	01/26/2020
Community Outreach Meeting Documentation	Community Meeting Attestation.pdf	pdf	5e322e6a813339048c3fa388	01/29/2020
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5e322e7f5a2369047f2233f7	01/29/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5e3230c44dd5bb0494103f80	01/29/2020
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5e3230d7d43df3043d4b689e	01/29/2020
Community Outreach Meeting Documentation	Letter - Brian Palmuuci relationship to business.pdf	pdf	5e323bb44dd5bb0494103f8c	01/29/2020
Plan to Remain Compliant with Local Zoning	Retail Special Permit.pdf	pdf	5e32da5302a6e7045352a4e6	01/30/2020
Plan to Remain Compliant with Local	Letter From Town Planner.pdf	pdf	5e39d16c61c9e9045a790f8d	02/04/2020

Zoning				
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5e76e21e554b033566ccdc76	03/21/2020
Community Outreach Meeting Documentation	Certified Mail Receipts - Redacted - Attachment 1.pdf	pdf	5ec3235e1cd17834bad635b7	05/18/2020
Community Outreach Meeting Documentation	Certified Mail Receipts - Redacted - Attachment 2.pdf	pdf	5ec3236bcb1edf34af2ded16	05/18/2020
Community Outreach Meeting Documentation	Certified Mail Receipts - Redacted - Attachment 3.pdf	pdf	5ec32377ddb8c72d5360b7dd	05/18/2020

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.: \$0.01

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	FP Salty Farmer MOU.pdf	pdf	5eae25367dc04134928151c0	05/02/2020
Plan for Positive Impact	5-11 Updated Positive Impact of Disproportionately Affected Areas.pdf	pdf	5ebca556502f482d48990006	05/13/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Other Role:  
 First Name: Harlen Last Name: Howard Suffix:  
 RMD Association: RMD Owner  
 Background Question: yes

##### Individual Background Information 2

Role: Other Role:  
 First Name: Jonah Last Name: Turner Suffix:  
 RMD Association: RMD Owner  
 Background Question: yes

##### Individual Background Information 3

Role: Other Role:  
 First Name: David Last Name: Selenow Suffix:  
 RMD Association: RMD Owner  
 Background Question: no

##### Individual Background Information 4

Role: Other Role:



First Name: Thomas Last Name: Hayes Suffix:

RMD Association: RMD Manager

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Sec. Of Commonwealth(1).pdf	pdf	5cf9697964ca8317f4fcac39	06/06/2019
Department of Revenue - Certificate of Good standing	2019-06-06 08-57.pdf	pdf	5cf969fa722cea17c12604cb	06/06/2019
Articles of Organization	document.pdf	pdf	5cf96bc333099617d79448fd	06/06/2019
Bylaws	Operating Agreement - Pages 1 - 5.pdf	pdf	5e3f136f81ae16046bec83b6	02/08/2020
Bylaws	Operating Agreement - Pages 6 - 10.pdf	pdf	5e3f138169dc9d0456db812d	02/08/2020
Bylaws	Operating Agreement - Pages 11 - 15.pdf	pdf	5e3f138e4fa2b004756a0f41	02/08/2020
Bylaws	Operating Agreement - Pages 15 - 22.pdf	pdf	5e3f139a5a2369047f224f62	02/08/2020
Secretary of Commonwealth - Certificate of Good Standing	DUA Attestation.pdf	pdf	5e69acb844a317443c109983	03/11/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	2021-05-01 14-07.pdf	pdf	608d9953954bd3079c68f0c8	05/01/2021
Department of Unemployment Assistance - Certificate of Good standing	Retail DUA Letter.pdf	pdf	6090559ad91389075ed38901	05/03/2021
Secretary of Commonwealth - Certificate of Good Standing	Cert. of Good Standing - Sec. of State - 2021.pdf	pdf	60941836954bd3079c69047f	05/06/2021

Massachusetts Business Identification Number: 001271675

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Insurance Letter(1).pdf	pdf	5e76e2d3961ad539052bb3e6	03/22/2020

Business Plan	Salty Farmers, LLC - Business Plan - Dispensary(1).pdf	pdf	5ea8c71fcb1edf34af2dc054	04/28/2020
Proposed Timeline	Updated Retail Timeline(1).pdf	pdf	608d9da409011007a03cfdac	05/01/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan For Obtaining Product.pdf	pdf	5e69a1cb49038b46abf1e54e	03/11/2020
Restricting Access to age 21 and older	Restricting Access to Persons Under 21 Years of Age.pdf	pdf	5e69a52d73b705467fecb06a	03/11/2020
Security plan	Retail Security Procedures.pdf	pdf	5e69a57756474b469c112cee	03/11/2020
Prevention of diversion	Plan to Prevent The Diversion of Marijuana.pdf	pdf	5e69a5c649038b46abf1e552	03/11/2020
Storage of marijuana	Retail Storage Plan.pdf	pdf	5e69a65273b705467fecb06e	03/11/2020
Transportation of marijuana	Transportation Procedures.pdf	pdf	5e69a691a290f94426bda725	03/11/2020
Dispensing procedures	Marijuana Dispensing Procedures.pdf	pdf	5e69a7464a895743f3a6c3ac	03/11/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5e6ad9e45f1da0353e2aea7c	03/12/2020
Qualifications and training	Employee Trainings.pdf	pdf	5e6ada89482e703583b77051	03/12/2020
Security plan	182 Brackett rd floor plan .pdf	pdf	5e6adb3b5f1da0353e2aea82	03/12/2020
Qualifications and training	Staffing Plan.pdf	pdf	5e6adb82b014bf38e46c9a0d	03/12/2020
Personnel policies including background checks	Salty Farmers Employee Handbook.pdf	pdf	5e6ae554b014bf38e46c9a18	03/12/2020
Record Keeping procedures	Updated Retail Record Keeping and Maintenance of Financial Records.pdf	pdf	5e78511581ed8a355b8d5d4f	03/23/2020
Maintaining of financial records	Updated Retail Record Keeping and Maintenance of Financial Records.pdf	pdf	5e78511f554b033566ccddb8	03/23/2020
Inventory procedures	Updated Retail Marijuana Inventory Procedures(1).pdf	pdf	5e79c17dd29ad9357159441c	03/24/2020
Diversity plan	5-11 Updated Retail Diversity Plan.pdf	pdf	5ebca5d9f16b5934c591af6a	05/13/2020
Quality control and testing	Updated Retail Quality Control and Testing.pdf	pdf	608d9e106f8420077bfc62a7	05/01/2021

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

## 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:** Salty Farmers, LLC has yet to begin operating. Salty Farmers, LLC will begin progress on its Plan to Positively Impact as soon as it commences operation. Documentation will be provided to show Salty Farmers, LLC is complying with its plans.

\* Dollar amount for HCA documentation wouldn't let me enter ZERO. I tried every variation. That's why I put \$0.01. There's nowhere else for me to write a note on the app.

#### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

**Description of Progress or Success:** Salty Farmers, LLC has yet to begin operating and has not hired any staff yet. Salty Farmers, LLC will begin progress on its Diversity plan as soon as we begin the hiring process. Documentation will be provided to show Salty Farmers, LLC is complying with its plans.

#### HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 10:00 PM
Tuesday From: 9:00 AM	Tuesday To: 10:00 PM
Wednesday From: 9:00 AM	Wednesday To: 10:00 PM
Thursday From: 9:00 AM	Thursday To: 10:00 PM
Friday From: 9:00 AM	Friday To: 10:00 PM
Saturday From: 9:00 AM	Saturday To: 10:00 PM
Sunday From: 12:00 PM	Sunday To: 8:00 PM

## 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).

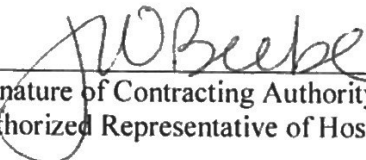
### Applicant

I, Harlen Howard, (insert name) certify as an authorized representative of Salty Farmers, LLC (insert name of applicant) that the applicant has executed a host community agreement with Eastham (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 5/9/19 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Jacqueline W. Beebe, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for The Town of Eastham (insert name of host community) to certify that the applicant and The Town of Eastham (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 5.9.19 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## 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, Brian Palumbo, (insert name) attest as an authorized representative of Salty Farmers 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 April 23, 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 March 29, 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 3/19/2019 (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 March 19, 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.



**\*\*Business Office Receipt\*\***

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**Salesperson: Mary Joyce Waite**

**Order Number: CN13783593**

**Phone: (617) 829-3240      Account #: 100250863**  
**Company: Palmucci Law PC      Contact: Brian Palmucci, Esq.**  
**23 Mechanic Street**  
**Quincy, MA 02169**

<b>Title:</b>	Cape Codder	<b>Class:</b>	
Legals			
<b>Start date:</b>	3/29/2019	<b>Stop Date:</b>	
3/29/2019			
<b>Insertions:</b>	1	<b>Size:</b>	1X
<b>Price:</b>	\$48.68		

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MARIJUANA  
**LEGAL NOTICE**  
**Public Notice of Community**  
**Outreach Meeting**

Notice is hereby given that a Community Outreach Meeting for two proposed Marijuana Establishments is scheduled for April 23, 2019 at 5:30 p.m. at the Eastham Public Library, 190 Samoset Road, Eastham, MA. The Marijuana Cultivator and Marijuana Retailer licenses are sought by Salty Farmers, LLC. The proposed Marijuana Retail Establishment is anticipated to be located at 182 Brackett Road, Eastham, MA. The proposed Marijuana Cultivation Establishment is anticipated to be located at 120 Holmes Road, Eastham, MA. There will be an opportunity for the public to ask questions

AD#13783593  
Cape Codder 3/29/19

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**Payment Information**

**Receipt#**

**Pmt. Type:**      PaymentTech Visa

**Check#:** marijuana

**CC. Number:** **CC. Exp.:** **CC. Approval:**

**Invoice Total:** \$48.68





23 Mechanic Street  
Quincy, MA 02169  
617-829-3240

March 19, 2019

Ms. Susanne Fischer, Town Clerk  
Town of Eastham  
2500 State Highway  
Eastham, MA 02642

Re: **Salty Farmers, LLC**

Dear Clerk Fischer,

Salty Farmers, LLC, a local company, will seek permitting for retail and cultivation marijuana establishments from the Town of Eastham and the Massachusetts Cannabis Control Commission in the near future. The proposed Marijuana Retail Establishment is anticipated to be located at 182 Brackett Road, Eastham, MA and the proposed Marijuana Cultivation Establishment is anticipated to be located at 120 Holmes Road, Eastham, MA.

As an initial step in Salty Farmer's application process, we have scheduled a community meeting for April 23, 2019 at 5:30 p.m. to be held at the Eastham Public Library, 190 Samoset Road, Eastham, MA. We are eager to inform, discuss, and receive feedback from residents and neighbors at the community outreach meeting.

A copy of the public notice that has been sent for advertising in the Cape Coddor Newspaper is attached hereto for your review. Should you have any questions or concerns about the community outreach meeting, or Salty Farmers, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink that reads "Brian Palmucci".

Brian Palmucci, Esq.

Enclosure: Public Notice of Community Outreach Meeting

**Public Notice of Community Outreach Meeting**

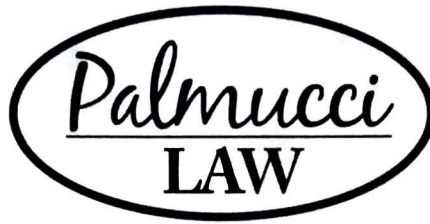
Notice is hereby given that a Community Outreach Meeting for two proposed Marijuana Establishments is scheduled for April 23, 2019 at 5:30 p.m. at the Eastham Public Library, 190 Samoset Road, Eastham, MA. The Marijuana Cultivator and Marijuana Retailer licenses are sought by Salty Farmers, LLC. The proposed Marijuana Retail Establishment is anticipated to be located at 182 Brackett Road, Eastham, MA. The proposed Marijuana Cultivation Establishment is anticipated to be located at 120 Holmes Road, Eastham, MA. There will be an opportunity for the public to ask questions.

###

**Public Notice of Community Outreach Meeting**

Notice is hereby given that a Community Outreach Meeting for two proposed Marijuana Establishments is scheduled for April 23, 2019 at 5:30 p.m. at the Eastham Public Library, 190 Samoset Road, Eastham, MA. The Marijuana Cultivator and Marijuana Retailer licenses are sought by Salty Farmers, LLC. The proposed Marijuana Retail Establishment is anticipated to be located at 182 Brackett Road, Eastham, MA. The proposed Marijuana Cultivation Establishment is anticipated to be located at 120 Holmes Road, Eastham, MA. There will be an opportunity for the public to ask questions.

###



23 Mechanic Street  
Quincy, MA 02169  
617-829-3240

January 29, 2020

Massachusetts Cannabis Control Commission  
101 Federal Street, 13th floor  
Boston, MA 02110

Re: **Salty Farmers, LLC**

Dear Commission,

Please be advised that this office represents Salty Farmers, LLC in their licensure applications for marijuana cultivation and retail establishments.

Very truly yours,

A handwritten signature in black ink that reads "Brian Palmucci".

Brian Palmucci, Esq.



## TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642-2544  
All departments 508 240-5900 • Fax 508 240-1291  
www.eastham-ma.gov

### COMMONWEALTH OF MASSACHUSETTS TOWN OF EASTHAM PLANNING BOARD DECISION

**182 BRACKETT ROAD  
MAP 8, PARCEL 188B**

**CASE NO.** PB2019-8  
**OWNER:** Fleischer Enterprises LLC  
**APPLICANT:** Salty Farmers LLC  
P.O. Box 726  
North Truro, MA 02652

**HEARING DATE:** May 15, 2019

**DECISION DATE:** June 19, 2019

**CONTINUATION DATE:** June 19, 2019

**FILING DATE:** June 28, 2019

At a public hearing held on June 19, 2019 the Town of Eastham Planning Board, acting in the matter of Case No. PB2019-8 **VOTED to GRANT SITE PLAN APPROVAL – SPECIAL PERMIT** under Eastham Zoning By-Law Section XXIII C.3 (Marijuana Regulations) to establish a Recreational Marijuana Establishment (RME) for marijuana retail.

#### **Plans Reviewed:**

“Site Plan Showing Existing Conditions: 182 Brackett Road, Eastham, MA” prepared for Salty Farmers by East Cape Engineering, Inc., dated 4/11/19 rev. 5/14/19, scale 1” = 30’.

“Floor Plan For: Salty Farmers” prepared by dq House Plans, dated 4/29/19, scale 3/16” = 1’-0”.

#### **Findings of Fact:**

1. The property is located at 182 Brackett Road (Map 8, Parcel 188B) and is located in the Transition Commercial District.
2. The applicant has applied for Site Plan Approval – Special Permit pursuant to Eastham Zoning By-Law Section XXIII C.3 (Marijuana Regulations) to establish a Recreational Marijuana Establishment (RME) for marijuana retail.
3. The proposed Recreational Marijuana Establishment (RME) is a permitted use within the Transition Commercial District.
4. The proposal does not comply with all standards and requirements of the Eastham Corridor Special District. The proposal requires a Special Permit for the proposed recreational marijuana facility use. The site and structure are pre-existing non-conforming to the development standards of the zoning district. The applicant is not proposing any changes to the site or exterior of the building that would trigger full compliance with pertinent dimensional standards of the Eastham Corridor Special District.



5. The proposal does have beneficial impacts on economic or community needs. The Host Community Agreement dated May 9, 2019, contains several items which the Planning Board considers beneficial including:
  - Community Impact Fee payments to the Town in the amount equal to 3% of gross sales
  - Revenue to the Town generated by local tax and utility payments
  - Priority support to local businesses, suppliers, contractors and vendors for the provision of goods and services related to the operation of the proposed facility
6. The proposal does not have negative impacts to traffic flow and safety concerns, including Route 6 access limitations and preference for shared curb cuts with adjacent uses, provision of sidewalks and pedestrian amenities, and no parking in the front yard setback area. The traffic impact assessment provided by the applicant concludes that the proposal is unlikely to have substantial impacts on traffic operations within the study area which includes the Route 6/Brackett Road intersection. The report was peer reviewed by the Cape Cod Commission. The peer review found the conclusions reached in the study are reasonable based on the data presented. The Board also finds the provision for appointment-only service and an on-site parking attendant during operating hours will be adequate to manage the traffic entering and exiting the site.
7. The proposal does provide adequate provision for utilities and other public services. No changes to the existing utilities are proposed at this time. The site is not connected to the municipal water system but water service is available to the site.
8. The proposal does not have negative impacts on neighborhood character, including all dimensional requirements and landscape buffers along Route 6. The proposed Recreational Marijuana Establishment (RME) is a permitted use in the Transition Commercial District. The applicant is not proposing any changes to the site or exterior of the building that would trigger full compliance with pertinent dimensional standards of the Eastham Corridor Special District. Landscape buffers along Route 6 are not applicable to this proposal
9. The proposal does not have negative impacts on the natural environment. The site is located within the Groundwater Protection District. All uses permitted in the underlying zoning districts are permitted in the Groundwater Protection District except those specifically prohibited in Section 6 of the Groundwater Protection Bylaw. The proposed use does not fall under any of the prohibited use categories listed in Section 6 of the bylaw. The site is not located within any resource areas. No adverse environmental impacts are anticipated.
10. The proposal does have beneficial impacts, including impacts on town services, the tax base and employment. The applicant has secured a Host Community Agreement with the Board of Selectmen dated May 9, 2019. The agreement contains several items which the Planning Board considers to be beneficial including:
  - Community Impact Fee payments in the amount equal to 3% of gross sales. Impact fees may be used to assist the Town in addressing any public health, safety or other effects or impacts that the proposed facility may have on Town programs or services
  - Revenue to the Town generated by local tax and utility payments
  - Priority support to local businesses, suppliers, contractors and vendors for the provision of goods and services related to the operation of the proposed facility
  - Anticipated hiring of 10-15 employees
11. The proposal does adequately address shared on-site parking. The 27 parking spaces on the site comply with minimum bylaw standards. The provision for appointment-only service and



an on-site parking attendant during operating hours will be adequate to manage the traffic entering and exiting the site in a safe and efficient manner.

12. The proposal does not adequately address building design standards of the Eastham Corridor Special District. The building is pre-existing non-conforming to current building design standards. The applicant is not proposing any changes to the exterior of the building that would trigger compliance with current standards of the zoning district.
13. The Planning Board voted to grant a waiver from the requirement to submit an approved security plan to the Police Chief and Fire Chief prior to the granting of a Special Permit.
14. Four abutters appeared in opposition to the proposal. One abutter appeared in favor of the proposal. One letter was received in opposition to the proposal.

**A MOTION** by Denise Kopasz to approve the findings of fact as stated, **seconded** by Craig Nightingale.

In favor: Woodson, Autorino, Nightingale, Manas, Weston, Kopasz, Hobbs

Opposed: None

**The VOTE:** 7-0

**Motion passed – Unanimous**

**A MOTION** by Craig Nightingale to **GRANT** Site Plan Approval – Special Permit for Case No. PB2019-8 with the following **conditions**:

1. No building permit shall be issued until the application complies with all pertinent sections of the Town of Eastham Zoning By-Law.
2. The applicant shall verify with the Eastham Board of Health that the existing wastewater system is adequate for the proposed use and if necessary shall obtain Board of Health approval prior to the issuance of a building permit.
3. The applicant shall provide a copy of the approved security plan to the Eastham Police Department prior to the start of retail operations.
4. Exterior lights shall be down shielded to reduce light spill and nuisances to adjacent properties.
5. Any changes to the project site plans dated 4/11/19 rev. 5/14/19 and the building plans dated 4/29/19 except those that are de minimis must be reviewed by the Planning Board. If the Board finds a change to be substantial, re-notice is necessary for a new hearing.
6. The applicant shall coordinate with the Eastham Police Department to review operational procedures and shall meet with the Police Department quarterly during the first year of operation to review parking and/or traffic concerns.
7. The applicant shall install stop signs and stop bars at both driveway exits on the site.
8. The applicant shall operate under an appointment-only schedule for the first year of operation. Discontinuance of the appointment-only schedule shall require notification and agreement with the Town of Eastham through the Board of Selectmen or the Board's designee.
9. The Special Permit shall have a term limited to the duration of Salty Farmers' ownership and/or use of the premises for a Retail Recreational Marijuana Establishment (RME) as licensed by the applicable Massachusetts licensing authority. In the event Salty Farmers Inc. seeks a new RME license or to transfer its existing license to a new owner or new location, the applicant shall file with the Planning Board for a new Special Permit or modification of existing Special Permit.

10. The Planning Board reserves the right to monitor the ongoing construction for compliance with the approved plan.
11. The applicant shall return to the Planning Board within six months from the start of operations to report on site operations. The applicant shall provide the Board with evidence of a good faith effort to secure approval from the condominium ownership for site improvements related to parking, traffic management and landscaping.

**Seconded** by Dwight Woodson

In favor: Woodson, Autorino, Nightingale, Manas, Weston, Kopasz, Hobbs

Opposed: None

**The VOTE:** 7-0

**Motion passed – Unanimous**



Art Autorino, Chair  
Eastham Planning Board

THIS DECISION HAS BEEN FILED WITH THE TOWN CLERK. APPEALS TO THIS DECISION MAY BE MADE BY ANY PERSON AGGRIEVED PURSUANT TO M.G.L. CHAPTER 40A BY FILING SAID APPEAL WITH THE TOWN CLERK WITHIN TWENTY (20) DAYS OF THE DATE THIS DECISION WAS FILED.

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

\_\_\_\_\_  
Susanne Fischer, Town Clerk

This is to certify that twenty (20) days have elapsed after this decision was filed and no appeal has been filed.

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

\_\_\_\_\_  
Susanne Fischer, Town Clerk

This is to certify an appeal has been filed within twenty (20) days of filing this decision.

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

\_\_\_\_\_  
Susanne Fischer, Town Clerk





## TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642

All Departments 508-240-5900

[www.eastham-ma.gov](http://www.eastham-ma.gov)

February 4, 2020

Harlen Howard  
P O Box 726  
North Truro, MA  
02652

Dear Mr. Howard,

Pursuant to your questions regarding the Special Permits granted by the Eastham Planning Board to Salty Farmers LLC under case PB2018-07 and case PB2019-08, I am providing the following information.

The special permits have a term limited to the duration of Salty Farmers' ownership and/or use of the premises for retail recreational marijuana establishment and recreational marijuana cultivation facility (RME) as licensed by the applicable Massachusetts licensing authority. The special permits do not have specified time limits and they do not require any recurring renewals. However, in the event Salty Farmers LLC seeks a new RME license or seeks to transfer its existing licenses to a new owner or locate its facilities to a new location, a new special permit or a modification to the existing special permits will be required per condition #7 under case PB2019-07 and condition #9 under case PB2019-08.

Please feel free to contact me if you have any questions or require further information.

Regards,



Paul Lagg  
Eastham Town Planner

Encl.

Eastham Special permit Decision letter Case PB 2019-07

Eastham Special permit Decision letter Case PB 2019-08



182 Brackett  
Road Eastham,  
MA 02642

## MEMORANDUM

DATE: March 19,  
2020

TO: Cannabis Control  
Commission

FROM: Salty Farmers,  
LLC

SUBJECT: Plan to remain compliant with local  
zoning

On or about May 7, 2018, the Town of Eastham Town Meeting adopted Article 23, which added Section XXIII Marijuana Regulations to the Eastham Zoning code.

The Marijuana Regulations adopted by Eastham specify the location and municipal permitting process for marijuana establishments. Eastham requires a special permit for the establishment of a marijuana establishment. Eastham restricts marijuana cultivation establishments to a Trade Park Zoning District, and marijuana retail establishments to Cote or Transition Commercial Zoning Districts.

Salty Farmers' marijuana cultivation establishment is located within a Trade Park

Zoning District at 120 Holmes Road, Eastham. Salty Farmers' marijuana retail establishment is located within a Transition Commercial Zoning District at 182 Brackett road, Eastham.

Section XXIII of the Eastham Zoning code creates a requirement for siting of marijuana establishments that follow the parameters set in 935 CMR 500.000. Specifically, no marijuana establishment may be located within 500 feet of a property currently used for K-12 education, child care center, public park, playground, or children's camp. Salty Farmers marijuana establishments are more than 500 feet away from any such property with a specified use.

Salty Farmers has followed the specified regulations to obtain a Special Permit for retail marijuana establishments from the Town of Eastham planning Board.

Salty Farmers currently meets all provisions of the Town of Eastham zoning bylaws. Salty Farmers will continue to remain compliant with local zoning bylaws by maintaining the same operations and physical structures as permitted by Eastham in the respective Special Permits.

The special permits have a term limited to the duration of Salty Farmers' ownership and/or use of the premises for retail recreational marijuana establishment and recreational marijuana cultivation facility (RME) as licensed by the applicable Massachusetts licensing authority. The special permits do not have specified time limits and they do not require any recurring renewals. However, if Salty Farmers seeks to transfer its licenses or relocate its facilities to new locations, per conditions of the special permits, a modification to the existing special permits will be required.

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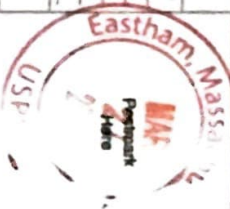
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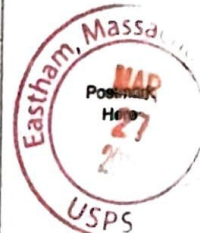
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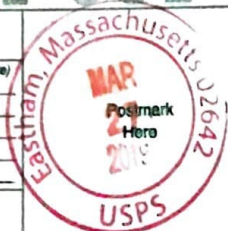
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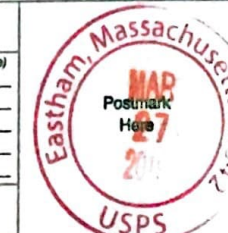
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postmark  
Here  
Eastham, Massachusetts 02642  
USPS

Total Postage and Fees

Sent To  
Sent By  
City

7017 1450 0001 4259 3733

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7017 1450 0001 4259 2903

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Certified Mail Fee

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 2767

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Certified Mail Fee

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent

Signature

City



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

See Reverse for Instructions

7017 1450 0001 4259 2194

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Certified Mail Fee

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 3702

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Certified Mail Fee

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent

Signature

City



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

See Reverse for Instructions

7017 1450 0001 4259 2224

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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Certified Mail Fee

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 3573

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Certified Mail Fee

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

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees

Sent

Signature

City



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

See Reverse for Instructions



7017 1450 0001 4259 3580

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**OFFICIAL USE**

Certified Mail Fee \$

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To \_\_\_\_\_

Street # \_\_\_\_\_

City, St \_\_\_\_\_

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1450 0001 4259 2642

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**OFFICIAL USE**

Certified Mail Fee \$

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To \_\_\_\_\_

Street # \_\_\_\_\_

City, St \_\_\_\_\_

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

7017 1450 0001 4259 3795

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**OFFICIAL USE**

Certified Mail Fee \$

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To \_\_\_\_\_

Street # \_\_\_\_\_

City, St \_\_\_\_\_

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1450 0001 4259 3788

**U.S. Postal Service™**  
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**OFFICIAL USE**

Certified Mail Fee \$

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To \_\_\_\_\_

Street # \_\_\_\_\_

City, St \_\_\_\_\_

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1450 0001 4259 3764

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**OFFICIAL USE**

Certified Mail Fee \$

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To \_\_\_\_\_

Street # \_\_\_\_\_

City, St \_\_\_\_\_

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7017 1450 0001 4259 3740

**U.S. Postal Service™**  
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**OFFICIAL USE**

Certified Mail Fee \$

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage and Fees \$

Sent To \_\_\_\_\_

Street # \_\_\_\_\_

City, St \_\_\_\_\_

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7017 1450 0001 4259 3696

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**OFFICIAL USE**

Certified Mail Fee

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

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

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 2200

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**OFFICIAL USE**

Certified Mail Fee

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

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

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 3757

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**OFFICIAL USE**

Certified Mail Fee

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

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

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 3900

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Certified Mail Fee

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

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

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 3610

U.S. Postal Service™  
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**OFFICIAL USE**

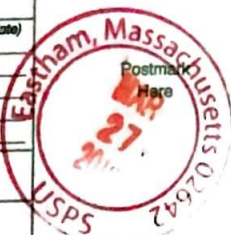
Certified Mail Fee

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

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

Postage

Total Postage and Fees



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

See Reverse for Instructions

7017 1450 0001 4259 2897

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Certified Mail Fee

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

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

Postage

Total Postage and Fees



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

See Reverse for Instructions



7017 1450 0001 4259 3948

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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OFFICIAL USE

## Certified Mail Fee

\$

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

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

## Postage

\$

## Total Postage and Fees

\$

Sent To

Street and

City, State

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

See Reverse for Instructions

7017 1450 0001 4259 4181

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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OFFICIAL USE

## Certified Mail Fee

\$

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

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

## Postage

\$

## Total Postage and Fees

\$

Sent To

Street and

City, State

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

See Reverse for Instructions

7017 1450 0001 4259 2866

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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OFFICIAL USE

## Certified Mail Fee

\$

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

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

## Postage

\$

## Total Postage and Fees

\$

Sent To

Street and

City, State

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

See Reverse for Instructions

7017 1450 0001 4259 2170

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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OFFICIAL USE

## Certified Mail Fee

\$

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

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

## Postage

\$

## Total Postage and Fees

\$

Sent To

Street and

City, State

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

See Reverse for Instructions

7017 1450 0001 4259 2873

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

## Certified Mail Fee

\$

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

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

## Postage

\$

## Total Postage and Fees

\$

Sent To

Street and

City, State

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

See Reverse for Instructions

7017 1450 0001 4259 2156

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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## Certified Mail Fee

\$

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

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

## Postage

\$

## Total Postage and Fees

\$

Sent To

Street and

City, State

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

See Reverse for Instructions



7017 1450 0001 4259 3993

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

Str

City

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

See Reverse for Instructions



7017 1450 0001 4259 4037

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

Str

City

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

See Reverse for Instructions



7017 1450 0001 4259 2880

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

Str

City

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

See Reverse for Instructions



7017 1450 0001 4259 4013

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

Str

City

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

See Reverse for Instructions



7017 1450 0001 4259 2835

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

Str

City

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

See Reverse for Instructions



7017 1450 0001 4259 4198

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

\$

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

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

Postage

\$

Total Postage and Fees

\$

Sent To

Str

City

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

See Reverse for Instructions





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OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- |  |    |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |



Total Postage and Fees

7017 1450 0001 4259 3924

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

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OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- |  |    |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |



Total Postage and Fees

7017 1450 0001 4259 3931

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

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OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- |  |    |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |



Total Postage and Fees

7017 1450 0001 4259 3955

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

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OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- |  |    |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |



Total Postage and Fees

7017 1450 0001 4259 3962

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

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OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- |  |    |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |



Total Postage and Fees

7017 1450 0001 4259 3979

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

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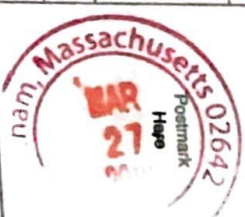
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OFFICIAL USE

Certified Mail Fee

- Extra Services & Fees (check box, add fee as appropriate)
- |  |    |
|--|----|
| <input type="checkbox"/> Return Receipt (hardcopy)           | \$ |
| <input type="checkbox"/> Return Receipt (electronic)         | \$ |
| <input type="checkbox"/> Certified Mail Restricted Delivery  | \$ |
| <input type="checkbox"/> Adult Signature Required            | \$ |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$ |



Total Postage and Fees

7017 1450 0001 4259 4150

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7017 1450 0001 4259 4143

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- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

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Sent To

Street

City, St.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7017 1450 0001 4259 4129

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

- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

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Sent To

Street

City, St.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7017 1450 0001 4259 2132

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☐ Certified Mail Restricted Delivery \$  
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Postage

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Total Postage and Fees

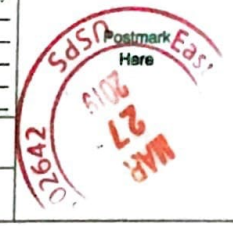
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7017 1450 0001 4259 4167

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

- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

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Sent To

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7017 1450 0001 4259 2149

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

- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

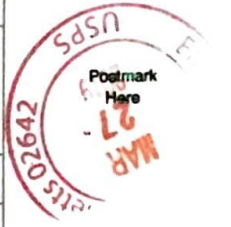
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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



7017 1450 0001 4259 2125

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

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Postage

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Total Postage and Fees

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Sent To

Street

City, St.

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions





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

- ☐ Return Receipt (hardcopy) \$  
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Postage

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Postmark



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

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7017 1450 0001 4259 2101

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- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

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Postmark



Box No.

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

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7017 1450 0001 4259 4020

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Postage

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Total Postage and Fees

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Postmark



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

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- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

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Postmark



Box No.

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

See Reverse for Instructions

7017 1450 0001 4259 4105

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- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

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Postmark



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

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7017 1450 0001 4259 2095

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- ☐ Return Receipt (hardcopy) \$  
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Postage

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Total Postage and Fees

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Postmark



Box No.

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

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7017 1450 0001 4259 2088

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

Postage

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Total Postage and Fees

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Sent To

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

See Reverse for Instructions



7017 1450 0001 4259 4112

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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

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Postage

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Total Postage and Fees

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Sent To

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

See Reverse for Instructions



7017 1450 0001 4259 4174

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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

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Postage

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Sent To

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

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

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

Postage

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Total Postage and Fees

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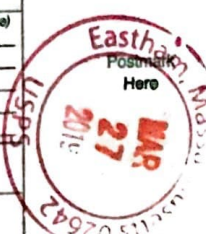
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PS Form 3800, April 2015 PSN 7530-02-000-9047

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7017 1450 0001 4259 2859

# U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

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Postage

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Postage

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

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7017 1450 0001 4259 3627

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

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Postage

Total Postage and Fees

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Sent To \_\_\_\_\_

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- ☐ Return Receipt (hardcopy) \$ \_\_\_\_\_
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Postage

Total Postage and Fees

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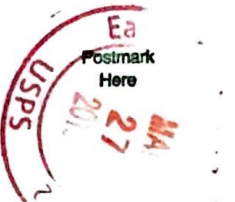
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7017 1450 0001 4259 3721

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

- ☐ Return Receipt (hardcopy) \$ \_\_\_\_\_
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Postage

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85 @ \$46.75	
85 @ \$4.00	
85 @ \$340.00	
85 @ \$3.30	
85 @ \$280.50	

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ITEMS 2750

CHARGE

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

☐ Return Receipt (hardcopy)

☐ Return Receipt (electronic)

☐ Certified Mail Restricted Delivery

☐ Adult Signature Required

☐ Adult Signature Restricted Delivery

Postage

Total Postage and Fees



PS Form 3800, April 2015 PSN 7500-02-000-9047

See Reverse for Instructions

Salty Farmers, LLC  
MR282640  
182 Bracket Rd  
Eastham, MA 02651

To Whom It May Concern,

Salty Farmers, LLC has yet to begin operating in its Host Community of Eastham, MA. Per the terms of our Host Community Agreement, Salty Farmers, LLC is not subject to any fees or cost associated with its use as an Adult-Use Recreational Marijuana Establishment until the RME is operational. For this reason, Salty Farmers, LLC has not requested any documentation for any costs associated with the RME operating within our Host Community. Salty Farmers, LLC will ensure compliance with CMR 935 501.103(4)(f) when it becomes operational. Required documentation of requests for information of any fees or costs associated with operating in our Host Community and any fees agreed on in Host Community Agreement will be provided.

Please let me know if you have any questions.

Regards,

Harlen Howard  
Salty Farmers, LLC  
President  
P: (508) 367 6538  
E: [harlenhoward@saltyfarmers.com](mailto:harlenhoward@saltyfarmers.com)



# FISHING PARTNERSHIP



S U P P O R T   S E R V I C E S

May 2, 2020

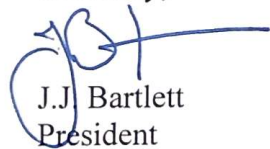
Harlen Howard  
Salty Farmers  
182 Brackett Road  
Eastham, MA 02642

This memorandum of understanding (MOU) serves to memorialize our April 24, 2020 Zoom meeting regarding donations of time and money from Salty Farmers LLC to our agency, Fishing Partnership Support Services (FPSS).

FPSS is a 501(c)(3) non-profit company that has an office in, and provides services in the city of New Bedford, MA. The idea behind the Fishing Partnership emerged from the fishing industry itself. Local fishing leaders got together and agreed that even though their fisheries had different interests, they could all benefit from an organization dedicated to the health and well-being of their families. FPSS provides family support to fishermen whose families need professional help with a host of issues —legal or financial, stress/anxiety, substance use disorder, marital/teen/family issues.

FPSS agrees to accept monetary donations of 1% of revenue and donations, volunteer hours and support services from Salty Farmers LLC as part of your plan to positively impact communities that have been disproportionately harmed by cannabis prohibition.

Sincerely,



J.J. Bartlett  
President



182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: May 11, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Fishing Partnership

As lifelong residents of the Outer Cape, the founders of Salty Farmers embrace and support the positive impact objectives established by the Legislature and promulgated by the Commission.

Salty Farmers in cooperation with the Fishing Partnership of New Bedford will institute the following plan to ensure it meets the objective established by the Legislature and promulgated by the Commission. The Fishing Partnership is a tremendous resource for the communities and members that it serves. The partnership provides medical and health care, human services, survival and rescue training and various other needs of the men and women of the fishing industry. The Fishing Partnership operates in Southeastern Massachusetts as well as the Outer Cape and is critical to the ongoing success of an original Massachusetts industry and its members ability to make a living who in some cases would not otherwise be able to do so.

### Goal 1:

Once a year Salty Farmers will offer the following services to members of the Fishing Partnership:

- Salty Farmers Positive Impact Training Program will offer management training and/or other forms of industry specific technical training held twice a year, with up to 10 individuals designated from the Fisherman's Partnership discussing topics ranging from how to enter the industry and different avenues, regulations, structuring a business plan, the licensing process, cultivation techniques, inventory management and quality control.
- Individuals who participate in the Salty Farmers Positive Impact Training Program will be able to participate in a peer support group held in an online forum where individuals can ask questions and seek guidance on industry specific questions.

### Metrics:

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Number of management training and/or other forms of industry specific technical training, and to whom.
- Subject matter of training offered and performed, to whom and maintaining positive impact on the trainees.
- Number of peer support groups formed, organized and attended by whom.

Goal 2:

Donate 1% of net income annually to the Fishing Partnership to help them meet their goals and provide the much needed services to its members.

Metrics:

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Number of and amount of donations to the Fishing Partnership.

Goal 3:

Inclusive institutional support to the Fishing Partnership. Salty Farmers Positive Impact Partnership Program will require a minimum of four staff members to attend at least eight hours of member services programs annually.

The Fishing Partnership helps provide health care and insurance, family services, safety and survival training and rescue training to its members.

Metrics:

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Support provided and events attended with the Fishing Partnership.

Salty Farmers believe that is a core responsibility to be a reliable and conscious member of the Eastham community. Salty Farmers believes that demonstrating a strong social conscience and building community partnerships is not only good business, but the right thing to do.

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

Salty Farmers positive impact plan 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 Marijuana Establishments.



William Francis Galvin  
Secretary of the  
Commonwealth

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

April 25, 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

**SALTY FARMERS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 28, 2017**.

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: **HARLEN HOWARD, JONAH TURNER**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **HARLEN HOWARD, JONAH TURNER, DAVID SELENOW**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





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

mass.gov/dor

Letter ID: L0069567360  
Notice Date: May 20, 2019  
Case ID: 0-000-736-106



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HARLEN  
SALTY FARMERS, LLC  
200 COVE VIEW RD  
WELLFLEET MA 02667-8928

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

Visit mass.gov/dor 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

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: d4v6ww





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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001271675

**1. The exact name of the limited liability company is:** SALTY FARMERS, LLC

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

No. and Street: 25 NOONS DRIVE

City or Town: NORTH TRURO

State: MA

Zip: 02652

Country: USA

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

No. and Street: 25 NOONS DRIVE

City or Town: NORTH TRURO

State: MA

Zip: 02652

Country: USA

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

AGRICULTURE

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

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

Name: HARLEN HOWARD

No. and Street: 25 NOONS DRIVE

City or Town: NORTH TRURO

State: MA

Zip: 02652

Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	HARLEN HOWARD	25 NOONS DRIVE NORTH TRURO, MA 02652 USA
MANAGER	JONAH TURNER	25 NOONS DRIVE NORTH TRURO, MA 02652 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
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**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	HARLEN HOWARD	25 NOONS DRIVE NORTH TRURO, MA 02652 USA
REAL PROPERTY	JONAH TURNER	25 NOONS DRIVE NORTH TRURO, MA 02652 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of April, 2017,  
CHEYENNE MOSELEY, ASSISTANT SECRETARY, LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION**

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

THE COMMONWEALTH OF MASSACHUSETTS

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

April 28, 2017 03:57 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## OPERATING AGREEMENT OF SALTY FARMERS, LLC

This Operating Agreement of SALTY FARMERS, LLC, a Massachusetts limited liability company (the "Company") is made as of June 12, 2018 (this "Agreement"), by and among (i) HARLEN HOWARD, individually ("Howard"), and JONAH TURNER, individually ("Turner") (each of Howard and Turner, a "Managing Member", and collectively, the "Managing Members"), and DAVID SELENOW, individually, and all of those other Persons who shall hereafter be admitted to the Company as members (collectively with the Managing Members, the "Members").

WHEREAS, the Managing Members have formed a limited liability company pursuant to the Massachusetts Limited Liability Company Act, Chapter 156C of the Massachusetts General Laws (as amended from time to time, the "Massachusetts Act"), by filing a Certificate of Organization of the Company with the office of the Secretary of State of the Commonwealth of Massachusetts;

WHEREAS, the Members wish to set out fully their respective rights, obligations and duties with respect to the Company as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

### ARTICLE I DEFINED TERMS

§1. **Definitions.** Unless the context otherwise requires, the terms defined in this Article 1 shall, for the purposes of this Agreement, have the meanings herein specified.

"Affiliate" means with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Operating Agreement of the Company, as amended, modified, supplemented or restated and in effect from time to time.

"Board of Managers" has the meaning set forth in Section 6.1(a) hereof.

"Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 4.4 hereof.

"Capital Contribution" means, with respect to any Member, the aggregate amount of money and the initial fair market value of any property (other than money) contributed to the Company pursuant to Section 4.1 hereof with respect to such Member's Interest.

"Certificate" means the Certificate of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the office of the Secretary of State of the Commonwealth of Massachusetts pursuant to the Massachusetts Act.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section (§) of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section or corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"Company" means Salty Farmers, LLC, the limited liability company formed and continued under and pursuant to the Massachusetts Act, the Certificate and this Agreement.

"Massachusetts Act" means the Massachusetts Limited Liability Company Act, Chapter 156C of the Massachusetts General Laws, as amended from time to time.

"Depreciation" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Fiscal Year or other period; provided, however, that if the fair market value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Fiscal Year or other period, Depreciation shall be an amount that bears the same ratio to such beginning fair market value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Fiscal Year or other period bears to such beginning adjusted tax basis; and provided further, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Fiscal Year or other period is zero, Depreciation shall be determined with reference to such beginning fair market value using any reasonable method selected by the Board of Managers.

"Equity Interest" means a Member's interest set forth opposite such Member's name under the heading "Equity Interest" on Schedule A hereto.

"Interest" means, collectively, a Member's Equity Interest and Management Interest.

"Management Interest" means a Member's interest set forth opposite such Member's name under the heading "Management Interest" on Schedule A hereto.

"Managers" has the meaning set forth in Section 6.1(a) hereof.

"Managing Members" has the meaning set forth in the Preamble of this Agreement.

"Members" has the meaning set forth in the Preamble of this Agreement.

"Member Nonrecourse Deductions" means an item of loss, expense or deduction attributable to a nonrecourse liability of the Company for which a Member bears the economic risk or loss within the meaning of Treasury Regulations §1.704-2(b) (4).

"Nonrecourse Debt" means any debt of the Company or any entity treated as a partnership for federal income tax purposes in which the Company holds an interest, directly or through other entities treated as such partnerships, that is not Recourse Debt.

"Person" means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.



"Recourse Debt" means debt of the Company or any entity treated as a partnership for federal income tax purposes in which the Company holds an interest, directly or through other entities treated as such partnerships, as to which a Member or any related person bears the economic risk of loss, as determined under Section 752 of the Code and the Treasury Regulations

"Requisite Members" means Members holding one hundred percent (100%) of the Management Interests of the Company.

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

"Tax Matters Member" has the meaning set forth in Section 13.1 hereof.

"Transfer" has the meaning set forth in Section 10.1 hereof.

"Treasury Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations)

"Unpermitted Deficit" has the meaning set forth in Section 8.1(c) hereof.

§1.2 **Headings.** The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

## ARTICLE II ORGANIZATION AND TERM

### §2.1. Organization

(a) The Members hereby agree to operate the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Massachusetts Act, except as otherwise provided herein.

(b) The name and mailing address of each Member and the amount contributed to the capital of the Company shall be listed on Schedule A attached hereto. The Board of Managers or its designee shall be required to update said Schedule A from time to time as necessary to accurately reflect the information therein. Any amendment or revision to said Schedule A made in accordance with this Agreement shall be deemed an amendment to this Agreement requiring no consent of the Members.

(c) The Managing Members, as authorized persons within the meaning of the Massachusetts Act, shall execute, deliver and file the Certificate and any and all amendments thereto and restatements thereof.

§2.2. **Name.** The name of the limited liability company formed by the filing of the Certificate shall be Salty Farmers, LLC. The business of the Company may be conducted upon compliance with all applicable laws under any other name designated by the Board of Managers.

§2.3. **Term.** The term of the Company commenced on the date of the filing of the Certificate in the office of the Secretary of State of the Commonwealth of Massachusetts, and shall continue unless and until dissolved in accordance with the provisions of this Agreement.

§2.4 The Interests.

(a) The Interests in the Company will be comprised of the Management Interests and the Equity Interests.

(b) Each Management Interest will be identical and will entitle the holder thereof to the same rights and privileges as each other holder of a Management Interest, and each Equity Interest will be identical (other than as to percentage) and will entitle the holder thereof to the same proportionate rights and privileges as each other holder of an Equity Interest.

(c) Except as otherwise provided by law, the holders of Management Interests will have full voting rights and powers to vote on all matters submitted to the Members of the Company for vote, consent or approval, in accordance with the terms of this Agreement.

§2.5. Registered Agent and Office. The initial registered agent and office of the Company in Massachusetts shall be Harlen Howard, 25 Noons Drive, North Truro, Massachusetts 02652. At any time, the Board of Managers may designate another registered agent and/or registered office.

§2.6. Principal Place of Business. The principal place of business of the Company shall be at 25 Noons Drive, North Truro, Massachusetts 02652. At any time, the Board of Managers may change the location of the Company's principal place of business.

§2.7. Qualification in Other Jurisdictions. The Board of Managers shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable including, without limitation, in the Commonwealth of Massachusetts. The Managing Members, as authorized persons within the meaning of the Massachusetts Act, shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

### ARTICLE III PURPOSE AND POWERS OF THE COMPANY

§3.1. Purpose. The Company has been formed and shall continue in existence for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, (a) engaging in agricultural activities, (b) engaging in any activities directly or indirectly related or incidental thereto, and (c) engaging in any other activity in which a limited liability company organized under the laws of the Commonwealth of Massachusetts may lawfully engage.

§3.2. Powers of the Company.

(a) The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 3.1 hereof, including, but not limited to, the power:

(i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Massachusetts Act in any state, territory, district or possession of the United States, or in any foreign country that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;



(ii) to acquire by purchase, lease, contribution of property or otherwise, own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(iii) to enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any Member or any Affiliate thereof, or any agent of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;

(iv) to purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including, without limitation, the power to be admitted as a partner thereof and to exercise the rights and perform the duties created thereby), trusts, limited liability companies (including, without limitation, the power to be admitted as a member or appointed as a manager thereof and to exercise the rights and perform the duties created thereby), or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them,

(v) to lend money for any proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(vi) to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(vii) to appoint employees and agents of the Company, and define their duties and fix their compensation;

(viii) to indemnify any Person in accordance with the Massachusetts Act and to obtain any and all types of insurance,

(ix) to cease its activities and cancel its Certificate,

(x) to negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(xi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(xii) to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company or to hold such proceeds against the payment of contingent liabilities;

(xiii) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company, and

(xiv) to raise additional capital by selling or issuing additional Interests or other securities convertible into, or exchangeable for, or containing



options or rights to acquire, interests

(b) The Board of Managers may authorize any Person (including, without limitation, any other Member) to enter into and perform any document, instrument or agreement on behalf of, and in the name of, the Company

§3.3. Limitations on Company Powers. Notwithstanding the foregoing provision of Section 3.2, the Company shall not do business in any jurisdiction that would jeopardize the limitation on liability afforded to the Members under the Massachusetts Act or this Agreement

3.4. Non-Compete. Neither the Company, nor any of its Members, shall at any time enter into a business that would compete with the Company within ten years of the date hereof, without first providing the current Members with an option to invest therein.

#### ARTICLE IV CAPITAL CONTRIBUTIONS, SECURITIES AND CAPITAL ACCOUNTS

##### §4.1 Capital Contributions.

(a) Each Member has contributed, or will contribute to the capital of the Company, Capital Contributions in the aggregate amount set forth opposite such Member's name on Schedule A attached hereto.

(b) No Member shall be required to make any additional Capital Contributions to the Company. However, a Member may make additional Capital Contributions to the Company on terms and conditions satisfactory to, and only with the written consent of, the Board of Managers acting in its sole and absolute discretion.

(c) In the event that the Board of Managers sells Equity Interests to additional Members, the Capital Contributions to be paid by each additional Member shall be paid as follows:

(i) Ten Percent (10%) of the Capital Contribution (the "Initial Contribution") shall be paid by such additional Member to the Company upon the signing of an Admission Agreement, such Admission Agreement being substantially in the form of Exhibit B attached hereto.

(ii) Ninety Percent (90%) of the Capital Contribution (the "Additional Contribution") shall be paid by such additional Member to the Company within fourteen (14) days following notice by the Board of Managers that the Company has secured approval for a Massachusetts Recreational Marijuana Cultivators license. In the event that such Member is unable to make this Additional Contribution within this fourteen (14) day period, then such Member shall forfeit his or her Equity Interest in the Company and the Company shall be entitled to retain the Initial Contribution.

§4.2. Member's Interest. A Member's Interest shall for all purposes be personal property. A Member has and shall have no interest in specific Company property.

##### §4.3. Status of Capital Contributions

(a) No Member shall receive any salary or drawing with respect to such Member's Capital Contributions or such Member's Capital Account or for services rendered on behalf of the Company or otherwise in such Member's capacity as a Member (including as a Manager), except as otherwise specifically provided in this Agreement, provided, that a Manager

who is an officer, employee of or consultant to the Company may receive such salary in respect of such employment or consultancy as the Board of Managers shall approve.

(b) Except as otherwise provided herein and by applicable state law, the Members shall be liable only to make their Capital Contributions pursuant to Section 4.1 hereof, and no Member shall be required to lend any funds to the Company, or, after a Member's Capital Contributions have been fully paid pursuant to Section 4.1 hereof, to make any additional Capital Contributions to the Company. No Member shall have any personal liability for the payment or repayment of any Capital Contributions of any other Member. The Board of Managers may notify the Members that the Board of Managers has determined that further Capital Contribution by the Members are required, but the Members will have no obligation to fund or otherwise provide any such additional Capital Contributions.

(c) In the event that the Board of Managers sells additional Equity Interests in the Company for the purpose of raising additional capital, the percentage of Equity Interests of the Members shall be diluted proportionately, based upon their respective percentage of Equity Interests immediately prior to any such dilution. Notwithstanding the foregoing, the Board of Managers shall not sell additional Equity Interests in the Company without first offering to Members.

**§4.4 Capital Accounts.** A separate capital account (each a "Capital Account") shall be maintained for each Member in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), and this Section 4.4 shall be interpreted and applied in a manner consistent therewith. Whenever the Company would be permitted to adjust the Capital Accounts of the Members pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(D) to reflect revaluations of Company property, the Company may so adjust the Capital Accounts of the Members. In the event that the Capital Accounts of the Members are adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(D) to reflect revaluations of Company property, (i) the Capital Accounts of Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property, (ii) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Code Section 704(c), and (iii) the amount of upward and/or downward adjustments to the book value of the Company property shall be treated as income, gain, deduction and/or loss for purposes of applying the allocation provisions of Article VIII. In the event that Code Section 704(c) applies to Company property, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depletion, amortization and gain and loss, as computed for book purposes, with respect to such property.

**§4.5 Advances.** If any Member advances any funds to the Company in excess of such Member's Capital Contributions, the amount of such advance shall neither increase such Member's Capital Account nor entitle such Member to any increase in such Member's share of the distributions of the Company. The amount of any such advance shall be a debt obligation of the Company to such Member and shall be repaid to such Member by the Company with interest at a rate equal to the lesser of (a) a rate established by the Board of Managers, and (b) the maximum rate permitted by applicable law, and upon such other terms and conditions as shall be determined by the Board of Managers in its sole and absolute discretion. Any such advance shall be payable and collectible only out of Company assets, and the other Members shall not be personally obligated to repay any part thereof. No Person who makes any nonrecourse loan to the Company shall have or acquire, as a result of making such loan, any direct or indirect interest in the profits, capital or property of the Company, other than as a creditor.

## ARTICLE V MEMBERS

**§5.1 Powers of Members.** The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement or as otherwise required by the Massachusetts Act. Except as otherwise specifically provided by this Agreement or required by the Massachusetts Act, no Member shall have the power to act for or on behalf of, or to bind, the Company, and all Members shall constitute one single class or group of members of the Company for all purposes of the Massachusetts Act.



§5.2 Meetings of the Members

(a) Meetings of the Members may be called at any time by the Requisite Members. Notice of any meeting shall be given to all Members not less than five (5) days nor more than thirty (30) days prior to the date of such meeting. Each Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or his or its attorney-in-fact. Any Member may participate in a meeting by telephone, provided that all Members are able to hear each other.

(b) Except as otherwise provided by law, Members who in the aggregate hold a simple majority of the outstanding Management Interests shall constitute a quorum at all meetings of the Members.

(c) Unless otherwise provided by law or by this Agreement, all matters presented to the Members for approval shall be decided by the affirmative vote of the Members, present in person or by proxy at the meeting and entitled to vote on the question, who hold all of the outstanding Management Interests held by such Members.

(d) Any action required to or which may be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent, or consents in writing, setting forth the action so taken, shall be unanimously signed by the Requisite Members.

**ARTICLE VI  
MANAGEMENT**

§6.1 Management of the Company

(a) The business and affairs of the Company shall be managed by and under the direction of a board of managers (the "Board of Managers"), which shall consist of two (2) individuals (the "Managers") who shall be designated by the Requisite Members, each serving until his successor is duly elected and qualified, unless removed earlier pursuant to Section 6.1(c) hereof. Each of Howard and Turner shall initially serve on the Board of Managers. The Board of Managers will have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take all such lawful actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein (including, specifically but not by way of limitation the power to engage attorneys, accountants and other service providers on behalf of the Company). Without limiting the generality of the foregoing, the Board of Managers will have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of purposes of the Company set forth in Section 3.1 hereof, and to give effect to or administer the provisions of this Agreement, including, but not limited to, the following powers:

(i) to establish a record date with respect to all actions to be taken hereunder that require a record date be established, including with respect to allocations and distributions;

(ii) to bring and defend on behalf of the Company actions and proceedings at law or in equity before any court or governmental, administrative or other regulatory agency, or body or commission or otherwise;

(iii) to execute all documents or instruments, perform all duties and powers and do all things for and on behalf of the Company in all matters



necessary, desirable, convenient or incidental to the purposes of the Company;

(iv) to authorize any Person (including, without limitation, any Manager or Member) to enter into and perform any document, instrument or agreement on behalf of, and in the name of, the Company, to employ, dismiss, and set pay scales and rates for, any personnel employed or to be employed by the Company, or any contractors, subcontractors, agents or consultants of or for the Company;

(v) to designate any other name under which the business of the Company may be conducted upon compliance with all applicable laws;

(vi) to designate another registered agent and/or registered office in place of the Company's initial registered agent and office in Massachusetts;

(vii) to change the location of the Company's principal place of business from its initial location;

(viii) to cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable;

(ix) to execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business;

(xi) to make determinations as to distributions (other than those distributions required by the terms of this Agreement);

(xii) to commence, compromise or settle any suit, action or proceeding;

(xiii) to take any other action specifically authorized or contemplated to be taken or considered by the Board of Managers by any provision of this Agreement;

(xiv) to sell additional Interests or securities convertible into, or exchangeable for, or containing options or rights to acquire, Interests, for the purpose of raising additional capital for the Company; and

(xv) to sell all or a significant part of the Company's assets (outside the ordinary course of business), or engage in any material recapitalization or merger.

(b) Notwithstanding the foregoing, the Board of Managers may not do or permit to be done any of the following without the approval of all of the Members entitled to vote or consent:

(i) Any act or thing which the Massachusetts Act or this Agreement requires to be approved, consented to or authorized by the Members;

(iii) Amend the Certificate or this Agreement except as provided in Section 7.1 below; or

(c) (i) Any Manager may be removed by the affirmative vote of the Requisite Members, provided that if the Manager is also a Managing Member (or an Affiliate of any Managing Member), such Managing Member shall not be entitled to vote.

(ii) If for any reason any Manager ceases to hold office, the Requisite Members will promptly designate an individual to fill the vacancy so created for the then unexpired term.

(d) The Board of Managers may hold meetings either within or without the Commonwealth of Massachusetts, at such times and at such places as from time to time may be determined by the Board of Managers, but in any event no less frequently than once in each calendar quarter. Not less than ten (10) 'days' prior notice of any quarterly meeting will be given to all Managers on the Board of Managers, and not less than two (2) 'days' prior notice of any special meeting will be given to all Managers on the Board of Managers. Meetings may be called by any Manager. Unless otherwise provided by law or by this Agreement, all questions will be decided by the unanimous affirmative vote of the Managers. Any action required to or which may be taken at a meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing setting forth the action so taken, is unanimously signed by all of the Managers. Managers may participate in a meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this sentence will constitute presence in person at such meeting.

(e) No contract or transaction between the Company and one or more of its Managers or officers, or between the Company and any other Person in which any of the Managers or officers are directors or officers, or have a financial interest, will be void because of the existence of such a relationship or interest, if the material facts as to such relationship or interest and as to the contract or transaction are known to the Board of Managers, and the Board of Managers in good faith authorizes, approves or ratifies the contract or transaction. Interested Managers may vote at any meeting of the Board of Managers which authorizes, approves or ratifies any such contract or transaction.

**§6.2. No Management by Members.** Except as otherwise expressly provided herein, no Member will take part in the day-to-day management, or the operation or control, of the business and affairs of the Company. Except and only to the extent expressly provided for in this Agreement and as delegated by the Board of Managers, no Member or other Person other than the Board of Managers will be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

**§6.3. Reliance by Third Parties.** Any Person dealing with the Company or the Board of Managers may rely upon a certificate signed by the Board of Managers as to

(a) the identity of the members of the Board of Managers, or any Member or Manager thereof;

(b) the existence or non-existence of any fact or facts which constitute a condition precedent to acts by the Board of Managers or in any other manner germane to the affairs of the Company;

(c) the Persons who are authorized to execute and deliver any agreement, instrument or document of or on behalf of the Company, or



(d) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member

§6.4. Reimbursements. The Company shall reimburse the Members and the Managers for all ordinary and necessary out-of-pocket expenses incurred by the Members or the Managers on behalf of the Company. The Board of Managers' determination of which expenses may be reimbursed to a Member or Manager and the amount of such expenses shall be conclusive. Such reimbursement shall be treated as an expense of the Company, and shall not be deemed to constitute a distributive share of the profits of the Company or a distribution or return of capital to any Member.

## ARTICLE VII AMENDMENTS

§7.1. Amendments. Any amendments to this Agreement shall be adopted and be effective as an amendment hereto only if approved by the Requisite Members, provided, however, that no amendment shall be made, and any such purported amendment shall be void and ineffective, to the extent the result thereof would be to cause the Company to be treated as anything other than a partnership for purposes of United States income taxation; and, further provided, no amendment may change provisions regarding the allocation of distributions and income, gains and losses except with the approval of all of the Members, and no amendment that adversely affects a particular Member or Members (as distinguished from an amendment that affects all of the Members similarly) may be made without such Member's or Members' consent. Any amendment to this Agreement made in accordance with the preceding sentence shall be binding upon all of the Members.

## ARTICLE VIII ALLOCATIONS

### §8.1. Allocations of Profits and Losses

(a) Profits. Except as otherwise provided in this Section 8.1, all profits and credits of the Company (for both accounting and tax purposes) shall be allocated to the Members from time to time (but no less often than once annually and before (A) making any distribution to the Members, (B) any transfer or redemption of interests in the Company, and (C) any admission of new Members to the Company) as follows:

(i) First, in proportion to and to the extent of any net prior allocations of losses under Section 8.1(b) (ii) through (iv) hereof (after taking into account previous allocations under this Section 8.1(a)(i)); and

(ii) Thereafter, in proportion to the respective percentage of Equity Interests held by the Members.

(b) Losses. Except as otherwise provided in this Section 8.1, all losses of the Company (for both accounting and tax purposes) shall be allocated to the Members from time to time (but no less often than once annually and before (A) making any distribution to the Members, (B) any transfer or redemption of interests in the Company, and (C) any admission of new Members to the Company) as follows:

(i) First, in inverse order of any net prior allocations of profits under Section 8.1(a)(ii) hereof (after taking into account previous allocations under this Section 8.1(b)(i));

(ii) Second, to each Member, in proportion to and to the extent of their respective Capital Contributions;

(iii) Thereafter, to the Members, in proportion to the respective percentages of Equity Interests held by the Members.



(c) Limitation Notwithstanding anything otherwise provided in Section 8.1(b) hereof, no Member will be allocated any losses not attributable to Nonrecourse Debt to the extent such allocation (without regard to any allocations based on Nonrecourse Debt) results in such Member's Capital Account (decreased by the items set forth in Treasury Regulations §§ 1.704-1(b)(2)(i)(d)(4), (5), and (6)) being reduced below the lesser of zero or a deficit in excess of such Member's obligation to restore deficits on the dissolution of the Company (including deemed obligations to restore such deficits under Treasury Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5)) (the "Unpermitted Deficit"); any losses not allocable to a Member under this sentence shall be allocated to the other Members in proportion to their outstanding Capital Contributions. In the event any Member's Capital Account is adjusted (by way of distribution, allocation, or otherwise) to create an Unpermitted Deficit, such Member shall, as soon as possible thereafter, be allocated items of Company gross income to eliminate the Unpermitted Deficit. In addition to the foregoing, if, at the end of any fiscal year of the Company, after taking into account all distributions made and to be made in respect of such year but prior to any allocation of profits and losses for such year except that provided above in this paragraph, any Member shall have a negative Capital Account by reason (and to the extent) of allocations of items of loss or deduction attributable in whole or part to Nonrecourse Debt, such Member shall be allocated (or if more than one Member has such a negative Capital Account all such Members shall be allocated ratably between them in accordance with the respective proportions of such negative balances as are attributable to such deductions or losses) that portion of any items of gross income for such year as may be equal to the amount by which the negative balance of such Member's negative Capital Account exceeds the sum of: (i) such Member's allocable share of the aggregate Minimum Gain with respect to all of the assets securing such Nonrecourse Debt, plus (ii) such Member's allocable share of aggregate debt that is Recourse Debt, such allocable share to be determined in accordance with the provisions of Section 752 of the Code, plus (iii) such Member's obligation to restore deficits on the dissolution of the Company. In addition, if there is a net decrease in the Company's aggregate Minimum Gain with respect to all of its assets for a Company taxable year, each Member shall be allocated (to the extent not allocated by the preceding sentence) items of Company income and gain ratably in an amount equal to that Member's share of such net decrease in the manner and to the extent required by Treasury Regulations § 1.704-2(f).

(d) Calculation of Profits and Losses For all purposes hereof, the Company's profits and losses shall be determined by taking into account all of the Company's items of income and gain (including items not subject to federal income tax) and all items of loss, expense, and deduction, in each case determined under federal income tax principles.

(e) Member Nonrecourse Deductions Any Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Member who (in his capacity, directly or indirectly, as lender, guarantor, or otherwise) bears the economic risk of loss with respect to the loan to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations § 1.704-2(i). If during a Company taxable year there is a net decrease in Member Nonrecourse Debt minimum gain, that decrease will be charged back among the Members in accordance with Treasury Regulations § 1.704-2(i)(4).

(f) Section 704(c) and Capital Account Revaluation Allocations The Members agree that to the full extent possible with respect to the allocation of depreciation and gain for federal income tax purposes only, Section 704(c) of the Code and Treasury Regulations § 1.704-3(b) shall apply with respect to noncash property contributed to the Company by any Member. For purposes hereof, any allocation of income, loss, gain or any item thereof to a Member pursuant to Section 704(c) of the Code shall affect only his tax basis in his Company interest and shall not affect his Capital Account in the Company. In addition to the foregoing, if Company assets are reflected in the Capital Accounts of the Members at a book value that differs from the adjusted tax basis of the assets (e.g., because of a revaluation of the Members' Capital Accounts under Treasury Regulations § 1.704-1(b)(2)(iv)(f)), allocations of depreciation, amortization, income, gain or loss with respect to such property shall be made among the Members in a manner consistent with the principles of Section 704(c) of the Code and this subsection.

## ARTICLE IX DISTRIBUTIONS

### §9.1. Distributions

(a) The Company may make distributions in such amounts and at such



times as the Board of Managers may determine. Any such distributions shall be made to the Members in proportion to the respective percentages of Equity Interests held by the Members. Notwithstanding the foregoing, until such time as each Member holding an Equity Interest (other than Members also holding a Management Interest), has received distributions in the aggregate in an amount equal to his or her Capital Contribution, any such distributions shall be made to the Members as follows: (i) the first 50% of each distribution shall be allocated to the Members holding an Equity Interest (other than Members also holding a Management Interest) in proportion to their respective percentages of Equity Interests, and (ii) the remaining 50% shall be allocated to the Members holding a Management Interest. Thereafter, distributions shall be allocated to the Members in proportion to the respective percentages of Equity Interests held by all Members.

(b) In the event of any distribution in kind, Capital Account adjustments shall be made in connection therewith by applying the principles of Section 15.6 hereof, and the items distributed shall be distributed in accordance with the principles of this Section 9.1 taking the items into account at their fair market value as determined by the Board of Managers.

(c) The Company shall use reasonable efforts to distribute to the Members under this Section 9.1 within ninety (90) days after the end of each Fiscal Year of the Company, an aggregate amount equal to the net profits of the Company in respect of that Fiscal Year (reduced by any net losses of the Company to the extent those net losses have not already been applied for that purpose in subsequent prior years) ~~times~~ a hypothetical tax rate, which shall not exceed fifty percent (50%) in any event, equal to the sum of the maximum marginal federal and Massachusetts personal income tax rates in effect for that fiscal year, after giving effect to the federal income tax deduction for state income taxes, provided, that in determining the hypothetical tax rate for this purpose, appropriate adjustments shall be made to take into account any special personal income tax rates (e.g., lower capital gains tax rates) that may apply to specific items of Company income in the applicable year.

#### ARTICLE X DISPOSITION OF INTERESTS

§10.1 General. Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other disposition, including without limitation a gift or a transfer incident to a divorce (a "Transfer") of any Interest shall be made only in compliance with this Article 10. No Interest shall be transferred if (a) the transfer would cause a termination of the Company under Section 708 of the Internal Revenue Code (unless the Company shall have first received an opinion from tax counsel to the Company that such termination would have no adverse tax impact on the Company or any Member), (b) the disposition would not comply with applicable state and federal securities laws and regulations; or (c) the assignee of the Membership interest fails to provide the Company with the information and agreements that the Members may require in connection with such a Transfer, including those required by Section 10.4. Any attempted transfer of a Membership interest in violation of this Article 10 is void.

§10.2 Transfer of Equity Interest. In the event that any Member desires to Transfer his or her Equity Interest in whole or in part during his or her lifetime, such Member must first make a written offer to sell the Equity Interest to the Company, or if the Company does not elect to purchase, the other Members. The Company shall have sixty (60) days after the date of receipt of the offer in which to elect to purchase the offered Equity Interest. If an election to purchase is made, written notice of the election must be delivered to the transferring Member within the sixty (60) day period. The purchase price for the Equity Interest (the "Company Price") shall be its appraised value as of the date of the offer, as determined by an independent third party appraiser selected by agreement of the transferring Member and the Board of Managers, such determination to be final and binding upon all Members. If the Company does not elect to purchase the offered Equity Interest, then the other Members shall have sixty (60) days after the date the Company provides notice of its decision not to purchase in which to elect to purchase said Equity Interests at the Company Price. If an election by one or more Members to purchase is made, written notice of the election must be delivered to the transferring Member within the sixty (60) day period. If more than one Member elects to purchase said Equity Interests, the offered Equity Interests shall be allocated among such Members in proportion to their respective percentages of Equity Interests. If neither the Company nor any of the Members elects to purchase the offered Equity Interest, the transferring Member may Transfer his Equity Interest within the sixty (60) day period following notification thereof, provided that the transfer price and terms shall be at least as favorable to the transferring Member as the Company Price.



Payment of the Company Price may be payable in cash, by means of a negotiable promissory note ("Note"), or a combination thereof, as may be agreed by the transferring Member, such Note to have a maturity date not greater than five (5) years, provide for monthly payments of interest and principal during the term of such Note at the per annum percentage rate equal to the "Prime Rate", as appearing from time to time in the Wall Street Journal on a five (5) year amortization schedule, plus one percent (1 0%), and otherwise be on terms and conditions acceptable to the Company and the transferring Member

If the transferring Member obtains an offer to purchase his or her Equity Interest, such transferring Member shall advise the Company and the Company, or if the Company does not elect to purchase, the other Members, shall have the further right to purchase said Membership Interest upon the same terms and conditions of said offer (including purchase price) Notice of the election of the right to purchase shall be given to the transferring Member within ten (10) days of receipt of notice of said offer If more than one Member elects to purchase said Equity Interests, the offered Equity Interests shall be allocated among such Members in proportion to their respective percentages of Equity Interests If neither the Company nor any of the other Members elects to purchase the Membership Interest, the closing of such purchase shall take place no later than thirty (30) days after such election.

Each transferring Member agrees that upon receipt of cash, a Note or a combination thereof in full payment for his or her Equity Interest, such transferring Member (or his or her legal representative) shall execute and deliver to the Company all documents that are required to transfer the Equity Interest in accordance with this Agreement

**§10.3 Transfer of Management Interest.** No Member shall suffer or permit any Transfer of all or any part of his, her or its Management Interest in the Company without, in each instance, obtaining advance written approval of all of the non-Transferring Managing Members, which approval is wholly within the discretion of such non-Transferring Managing Members

**§10.4 Admission of Substitute Members.** The transfer of an Interest (including a transfer on death) does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent validly assigned, the distributions to which the assigning Member would otherwise be entitled. An assignee of an Interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only with the written consent of the Board of Managers, or in the case of Management Interests, the other holders of Management Interests. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions, and liabilities of a Member owning such Equity or Management Interest.

**§10.5 Obligations of Substitute Members or Assignees.** A person shall not be admitted as a Member of a Company or become an assignee of an Interest or other rights or powers of a Member until such person (or a representative authorized by such person in writing) executes this Agreement or any other writing evidencing the intent such person to become a Member or assignee and to be bound by all the provisions of this Agreement, such writing to be substantially in the form of Exhibit A attached hereto and otherwise in a form acceptable to the Board of Managers.

## ARTICLE XI MEMBERS' COVENANTS

**§11.1 Investment Representations.** Each Member, by execution of this Agreement or an amendment hereto reflecting such Member's admission to the Company, hereby represents and warrants to the Company the following

(a) He, she or it is acquiring an interest in the Company for his, her or its own account for investment only, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.

(b) He, she or it understands that (i) the interest in the Company he, she or it is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be



resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the Company nor the Members or Managers are obligated to file a registration statement under the Securities Act or such laws, and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the Company is restricted in accordance with the terms of this Agreement.

(c) He, she or it has had such opportunity as it has deemed adequate to ask questions of and receive answers from the Board of Managers or other representatives of the Company concerning the Company, and to obtain from representatives of the Company such information that the Company possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of an investment in the Company.

(d) He, she or it has, either alone or with its professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in investing in the Company and to make an informed investment decision with respect to such an investment.

(e) He, she or it can afford a complete loss of the value of its investment in the Company and is able to bear the economic risk of holding such investment for an indefinite period.

(f) If an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to both execute and deliver this Agreement and perform its obligations hereunder, (iii) its execution, delivery and performance of this Agreement has been authorized by all requisite action on behalf of the entity, and (iv) it has duly executed and delivered this Agreement.

(g) If an individual, he or she shall enter into a prenuptial agreement at least thirty (30) days prior to marriage. The prenuptial agreement (i) shall provide that all Interest in the Company or any Company property shall remain separate property and shall remain an asset of the Member in the event of divorce or legal separation, (ii) shall provide that the future spouse waives all right, title and interest in the Company or its property in the event of a divorce or legal separation, and (iii) shall otherwise be in a form satisfactory to and approved by the Board of Managers of the Company.

## **ARTICLE XII BOOKS AND RECORDS**

### **§12.1 Books, Records and Financial Statements.**

(a) At all times during the continuance of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent therewith, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest as a member of the Company.

(b) The Board of Managers or its designee shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The following financial information, which need not be examined and certified to by an independent certified to by an independent certified public accountant, shall be transmitted by the Board of Managers to each Member within three (3) months after the close of each Fiscal Year:

(i) a balance sheet of the Company as of the beginning and close of such Fiscal Year;

(ii) an income statement of the Company for such Fiscal Year,

(iii) a statement of such Member's Capital Account as of the close of such Fiscal Year, and changes therein during such Fiscal Year, and

(iv) a statement indicating such Member's share of each item of Company income, gain, loss, deduction or credit for such Fiscal Year for income tax purposes.

**§12.2. Accounting Method.** For both financial and tax reporting purposes and for purposes of determining profits and losses of the Company, the books and records of the Company shall be kept on the accrual method of accounting applied in a consistent manner and shall reflect all Company transactions and be appropriate for the Company's business.

**§12.3. Audit.** At any time at the sole discretion of the Board of Managers, the financial statements of the Company may be audited by an independent certified public accountant, selected by the Board of Managers, with such audit to be accompanied by a report of such accountant containing its opinion. The cost of such audits will be an expense of the Company. A copy of any such audited financial statements and accountant's report will be made available for inspection by the Members.

### ARTICLE XIII TAX MATTERS

#### **§13.1. Tax Matters Member.**

(a) Harlen Howard is hereby designated as the "Tax Matters Member" of the Company for purposes of §6231(a)(7) of the Code and shall have the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes.

(b) The Tax Matters Member shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail a copy of such notice to each Member.

(c) The Tax Matters Member shall not be entitled to be paid by the Company any fee for services rendered in connection with any tax proceeding, but shall be reimbursed by the Company for all third-party costs and expenses incurred by him in connection with any such proceeding, and shall be indemnified by the Company with respect to any action brought against him in connection with the settlement of any proceeding by applying, *mutatis mutandis*, the provisions of Section 14.4 hereof.

**§13.2. Right to Make Section 754 Election.** The Tax Matters Member may, in his sole discretion, make or revoke, on behalf of the Company, an election in accordance with §754 of the Code, so as to adjust the basis of Company property in the case of a distribution of property within the meaning of §734 of the Code, and in the case of a transfer of a Company interest within the meaning of §743 of the Code. Each Member shall, upon request of the Tax Matters Member, supply the information necessary to give effect to such an election.

**§13.3. Taxation as Partnership.** The Company shall be treated as a partnership for U.S. federal income tax purposes.

### ARTICLE XIV EXCULPATION OF LIABILITY; INDEMNIFICATION

**§14.1. Exculpation of Liability.** Unless otherwise provided by law or expressly



assumed, no Member or Manager shall be liable for the acts, debts, or liabilities of the Company

**§14.2. Indemnification**

(a) **Nondervative Actions.** Subject to all of the other provisions of Article 14, the Company shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, formal or informal (other than an action by or in the right of the Company), by reason of the fact that the person is or was a Member or a Manager of the Company against expense (including actual and reasonable attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him, her or it in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Company or its Members, and with respect to any criminal action or proceeding, if the person had not reasonable cause to believe his, her or its conduct was unlawful.

(b) **Derivative Actions.** Subject to all of the other provisions of Article 14, the Company shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was a Member or a Manager of the Company, against expenses (including actual and reasonable attorney fees) and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Company or its Members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Company unless, and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability, the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

(c) **Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 14.2(a) or 14.2(b) of this Agreement or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against actual and reasonable expenses (including attorney fees) incurred by the person in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce the mandatory indemnification provided by this Article.

(d) **Determination that Indemnification Is Proper.** Any indemnification under Sections 14.2(a) or 14.2(b) of this Agreement (unless ordered by a court) shall be made by the Company only as authorized in the specific case (1) when it is determined that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 14.2(a) or 14.2(b), whichever is applicable, and (2) on an evaluation of the reasonableness of expenses and amounts paid in settlement. The determination and evaluation shall be made by a unanimous vote of the Board of Managers who are not parties or threatened to be made parties to the action, suit, or proceeding.

(e) **Proportionate Indemnity.** If a person is entitled to indemnification under Sections 14.2(a) or 14.2(b) of this Agreement for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Company shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

(f) **Expense Advance.** The Company may pay or reimburse the reasonable expenses incurred by a person referred to in Sections 14.2(a) or 14.2(b) of this Agreement who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

- (1) The person furnishes the Company written affirmation of his, her or its good faith belief that he, she, or it has met the applicable standard of conduct set forth in Sections 14.2(a) or 14.2(b),

- (2) The person furnishes the Company a written undertaking executed personally to repay the advance if it is ultimately determined that he, she, or it did not meet the standard of conduct, and
- (3) A determination is made that the facts then known to those making the determination would not preclude indemnification under Sections 14.2(a) or 14.2(b). The authorization of payment must be made in the manner specified in Section 14.2(d). The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

## ARTICLE XV DISSOLUTION, LIQUIDATION AND TERMINATION

§15.1. Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) the death, adjudicated incompetency, retirement, resignation, expulsion, bankruptcy or dissolution of all Managing Members, or the occurrence of any other event under the Massachusetts Act which terminates the continued membership of all Managing Members in the Company, unless the business of the Company is continued by the consent of the remaining Members within ninety (90) days following the occurrence of any such event,

(b) the written determination of the Board of Managers.

(c) the entry of a decree of judicial dissolution under Section 44 of the Massachusetts Act; or

(d) the consolidation or merger of the Company in which it is not the resulting or surviving entity.

§15.2. Notice of Dissolution. Upon the dissolution of the Company, the Board of Managers shall promptly notify the Members of such dissolution.

§15.3. Liquidation. Upon dissolution of the Company, the Board of Managers, as liquidating trustee, shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share profits and losses of the Company during liquidation in the same manner, as specified in Article VIII hereof, as is applicable before liquidation. The proceeds of liquidation shall be distributed, as realized, first to Members holding an Equity Interest (other than Members also holding a Management Interest) in proportion to their respective percentages of Equity Interests, until such time as such Members have received proceeds in the aggregate in an amount equal to his or her Capital Contribution, and thereafter to the Members in proportion to the respective percentages of Equity Interests held by all Members.

§15.4. Termination. The Company shall terminate when all of the assets of the Company have been distributed in the manner provided for in this Article XV, and the Certificate shall have been canceled in the manner required by the Massachusetts Act.

§15.5. Claims of the Members. Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former



Members shall have no recourse against the Company or any other Member.

**§15.6. Capital Account Adjustments.** For purposes of determining a Member's Capital Account, if, on liquidation and dissolution, some or all of the assets of the Company are distributed in kind, Company profits (or losses) shall be increased by the profits (or losses) that would have been realized had such assets been sold for their fair market value on the date of dissolution of the Company, as determined by the Liquidator. Such increase shall, except to the extent it reflects tax profits or losses allocated to a Member under Section 81(f) hereof, be allocated to the Members in accordance with Section 81(a) or (b) hereof, as applicable, and shall increase (or decrease) their Capital Account balances accordingly prior to calculating any distributions under Article IX hereof.

## ARTICLE XVI MISCELLANEOUS

**§16.1. Notices.** All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered, telecopied, mailed by registered or certified mail, or sent by Federal Express or other recognized next day business courier, as follows:

(a) If given to the Company, at the Company's mailing address at 25 Noons Drive, North Truro, Massachusetts 02652.

(b) If given to any Member, at the address set forth on the books and records of the Company.

Any such notice will be deemed to have been duly given or made and to have become effective (i) if delivered by hand or facsimile to the party to which it is directed, at the time of the receipt thereof or the sending of such facsimile, (ii) if sent by overnight courier, on the business day next following dispatch thereof, and (iii) if sent by registered or certified first-class mail, postage prepaid, on the fifth business day following the mailing thereof.

**§16.2. Failure to Pursue Remedies.** The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.

**§16.3. Cumulative Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

**§16.4. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, heirs, legal representatives and assigns.

**§16.5. Interpretation.** Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. All references herein to "Articles," "Sections" and paragraphs shall refer to corresponding provisions of this Agreement.

**§16.6. Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**§16.7. Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if parties hereto had signed the same document. All

counterparts shall be construed together and shall constitute one instrument.

§16.8. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understanding pertaining thereto.

§16.9. Article Headings. The article and section headings contained in this Agreement have been inserted only as a matter of convenience and for reference and in no way shall be construed to define, limit, or describe the scope or intent of any provision of this Agreement.

§16.10. Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

§16.11. Jurisdiction. The parties hereto hereby agree that any action for the enforcement or interpretation of any provision of this Agreement will be brought in the courts of the Commonwealth of Massachusetts or any Federal court sitting therein, and each party hereby consents to the exclusive jurisdiction of such court and waives any objection that it may now or hereafter have to the venue of any such action or any such court or that such action is brought in an inconvenient forum. Each of the parties hereby consents to the service of process in any such action being made upon such party at its address specified in the books and records of the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as an instrument under seal of the date first written above.

MANAGING MEMBERS

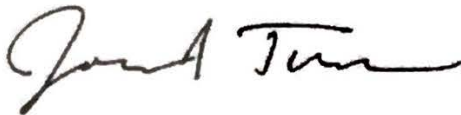
Harlen Howard, individually

By:



Jonah Turner, individually

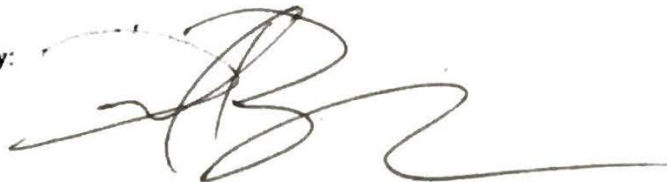
By:



MEMBERS

David Selenow, individually

By:





**SALTY FARMERS, LLC  
SCHEDULE OF INTERESTS**

MEMBER	CAPITAL CONTRIBUTION	EQUITY INTEREST	MANAGEMENT INTEREST
Harlen Howard 25 Noons Drive North Truro, MA 02652	\$ _____	35%	50%
Jonah Turner 25 Noons Drive North Truro, MA 02652	\$ _____	35%	50%
David Selenow	\$500,000	30%	0%
TOTAL	\$500,000	100%	100%

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**EXHIBIT "A"**

**SALTY FARMERS, LLC  
ASSIGNMENT OF MEMBERSHIP INTERESTS**

Pursuant and subject to the terms of the Operating Agreement, dated as of June 12, 2018 (the "Operating Agreement"), of SALTY FARMERS, LLC, a Massachusetts limited liability company (the "LLC"), Harlen Howard, Jonah Turner (the "Assignor") hereby transfers and assigns, effective as of the date set forth below, an Equity Interest (as defined in the Operating Agreement) of 30 % in the LLC (the "Assigned Equity Interest"), [such Assigned Equity Interest representing the Assignor's entire Equity Interest], to David Selenow (the "Assignee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Assignor represents, warrants and covenants that he or she owns the Assigned Equity Interest free and clear of all liens and encumbrances.

Effective as of the date hereof, the Assignee hereby agrees (a) to assume all of the obligations and duties of the Assignor under the Operating Agreement as the owner of and to the extent of the Assigned Equity Interest, (b) to adhere and be bound by the terms of the Operating Agreement in all respects, and (c) to be subject to all of the restrictions to which the Assignor is subject under the Operating Agreement.

This Assignment shall be governed by, and constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Executed as a sealed instrument this 12 day of July, 2018.

Harlen Howard, Jonah Turner  
Name of Assignor

Harlen Howard, Jonah Turner

**ACKNOWLEDGED AND AGREED:**

David Selenow  
Name of Assignee

[Signature]

Effective as of the date hereof, the undersigned, in our capacity as Managers of the LLC, hereby

consents to the assignment contemplated herein and the admission of the Assignee as a Member of the LLC owning an Equity Interest

Harlen Howard, Jonah Turner  
Insert Managers

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Harlen Howard Jonah Turner

EXHIBIT "B"

**SALTY FARMERS, LLC  
ADMISSION OF MEMBER**

Pursuant and subject to the terms of the Operating Agreement, dated as of June 12, 2018 (the "Operating Agreement"), SALTY FARMERS, LLC, a Massachusetts limited liability company (the "LLC"),

in consideration of a capital contribution of \$ 500,000, of which an amount equal to \$0.00 (the "Initial Contribution") is acknowledged as received in connection herewith,

hereby issues a 30 % Equity Interest (as defined in the Operating Agreement) in the LLC, to David Selenow (the "Admitted Member")

Effective as of the date hereof, the Admitted Member hereby agrees (a) to assume all of the obligations and duties of a Member under the Operating Agreement as the owner of and to the extent of the Equity Interest, (b) to adhere and be bound by the terms of the Operating Agreement in all respects, (c) to be subject to all of the restrictions to which a Member is subject under the Operating Agreement, and (d) to pay the balance of his or her Capital Contribution (the "Additional Contribution") in accordance with the provisions of the Operating Agreement.

The Admitted Member further acknowledges and agrees that in the event it fails to pay the Additional Contribution in accordance with the terms of the Operating Agreement that he or she shall forfeit his or her Equity Interest and the LLC shall be entitled to retain the Initial Contribution.

This Admission shall be governed by, and constructed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Executed as a sealed instrument this 12 day of July, 2018.

By David Selenow  
Name of Admitted Member

David Selenow

Effective as of the date hereof, the undersigned, in our capacity as Managers of the LLC, hereby consents to the admission of the Admitted Member as a Member of the LLC owning an Equity Interest, subject to receipt of the Additional Contribution when due.

Harlen Howard, Jonah Turner  
Name of Managers

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Harlen Howard Jonah Turner





182 Brackett Road  
Eastham, MA 02642

**COMMONWEALTH OF MASSACHUSETTS  
CANNABIS CONTROL COMMISSION  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE ATTESTATION**

**SALTY FARMERS, LLC**  
**MRN282640**

I, Harlen Howard, attest as an authorized representative of Salty Farmers, LLC that the applicant is unable to register with the Department of Unemployment Assistance at this time. Salty Farmers, LLC will not be hiring employees until it concludes the Commission's provisional licensure process.

Signature: *Harlen Howard* Date: 3/3/20

Harlen Howard  
Salty Farmers, LLC



*Personal Service For All Your Insurance Needs*

March 10, 2020

Salty Farmers, LLC  
182 Brackett Rd.  
Eastham, MA 02642

AP Insurance of Fairhaven, MA, represents Salty Farmers, LLC, an applicant for a retail cannabis dispensary license administered by the Massachusetts Cannabis Control Commission.

AP Insurance has analyzed the requirements of 935 CMR 500.101(1) and 935 CMR 500.105(1.) Kerry Insurance, LLC will place and is able to bind coverage for Salty Farmers, LLC of not less than \$1,000,000 per incident and \$2,000,000 in aggregate of general commercial liability coverage and product liability coverage. Policy deductibles will not exceed \$5,000 per incident.

AP Insurance will certify placement of coverage with an appropriately rated commercial carrier licensed to write coverage in the Commonwealth by the Division of Insurance prior to the commencement of business operations by the Salty Farmers retail dispensary per regulation upon certificate of occupancy issuance by the Town of Eastham.

Sincerely,

Kevin Dyer  
Principal  
AP Insurance Group



**(1) Description:**

Salty Farmers, LLC seeks a Massachusetts Recreational Marijuana Retailers License. The property owner of 182 Brackett Road, Eastham, MA 02642, has agreed to lease it to Salty Farmers, LLC for the purpose of retail Marijuana sales.



## **(2.) Executive Summary:**

### **(A.) Business Summary:**

Salty Famers, LLC is a new company trying to leave its mark on the newly opened recreational Marijuana market. We would like to open a retail Marijuana sales establishment in Eastham, Massachusetts.

### **(B.) Goals and Objectives:**

#### **Mission:**

- To open a successful retail Marijuana sales establishment in the state of Massachusetts.

#### **Main Goals:**

- To open a successful dispensary.
- To build a recognizable brand in this growing industry.
- To be fully compliant with all state and local municipalities.

#### **Main Objectives:**

- Obtaining the Massachusetts Recreational Dispensary License.
- Net annual income to support operational expenses.
- Become profitable by the end of the first year of operations.

#### **Keys To Success:**

- Building relationships with craft cultivators and manufacturers.
- Keeping operating costs as low as possible.
- Building and maintaining a positive relationship with state, local officials and the local community.

### **(C.) Market:**

The Marijuana market is constantly growing and evolving. Nearly two thirds of country now lives in a state that has legalized Marijuana in some form. This shows that nationwide Marijuana is becoming more accepted and developing a rapidly growing market. Legal Marijuana sales are now in the billions annually. The market is showing no signs of slowing down. The Marijuana market is projected to be worth over \$20 billion by the year 2021 and is valued at approximately \$7 billion now. In Massachusetts alone, the recreational Marijuana market is expected to be worth \$1.1 billion by 2020.

The market throughout the country is shifting to appreciate more locally sourced and “craft” products, as opposed to the big chain brands. For instance, the craft beer



market was worth \$23.5 billion in 2016 and accounted for 12.3% of the total beer sales in the US. This is an almost 500% increase since 2004, despite higher prices and smaller inventories.

### **(3.) Company Summary:**

#### **(A.) The Company:**

Salty Farmers, LLC would like to apply for its license by July, 2019.

Salty Farmers, LLC is applying for its Recreational Dispensary License to sell Marijuana and Marijuana Products at 182 Brackett Road, Eastham, MA 02642.

Salty Farmers, LLC will employ up to 15 people to carry out the operation.

Salty Farmers, LLC will only sell Marijuana products from CCC licensed wholesale vendors which have been previously tested by CCC licensed testing vendors with the proper documentation.

Salty Farmers, LLC will utilize Metrc as its primary method for tracking inventory.

### **(4) Market Overview:**

#### **(A.) Market Analysis Summary:**

Despite Marijuana still being illegal at the federal level, it has not stopped states from legalizing it both medicinally and recreationally. Legal Marijuana sells for a higher premium than black market Marijuana and is generally more potent. The market for legalized Marijuana in the US has soared into the billions annually. In 2016, it was worth over \$7 billion and is expected to climb to over \$20 billion by 2021. These growing markets are attracting investors, entrepreneurs and consumers alike.

#### **(B.) Massachusetts Market:**

The Marijuana market in Massachusetts has been growing rapidly since legalization. In fall of the 2016, recreational Marijuana use was legalized in the state and is expected to be a \$1.1 billion dollar industry by 2020. The states medical Marijuana industry alone was estimated at roughly at \$7.9 million in 2015 and is expected to reach \$78.7 million this year (2017).

#### **(C.) Target Market:**

Salty Farmers, LLC would like to be able to cater to all recreational users. But we plan on large part of our business coming from the Marijuana aficionados. That is

because we plan on building relationships with Craft Cultivators throughout the Commonwealth. This will help bring in all sorts of varieties of Marijuana and Marijuana Products cultivated and produced with extra care in small batches. Similar to craft beer and beer gardens, consumers visit beer gardens so they try a variety to see what they like.

There is also a new market developing within the Marijuana community. That is Marijuana tourism. The outer cape is a hot spot for tourism in the summers and we would like to market ourselves to these consumers.

#### **(D.) Marketing Strategy:**

Marketing has changed in recent years. Social media platforms such as Facebook, Instagram and Twitter have become very useful marketing tools. In addition to social media, we will register with WeedMaps and Leafly. Applications that help consumers find Marijuana dispensaries. We will also be marketing ourselves through travel websites that promote Marijuana tourism in addition to our own website.

Word of mouth will also be big tool for us as we live in a small community. Keep the shelves stocked with fresh high end products, have knowledgeable staff available to help the customers and word will travel fast.

If at any point Salty Farmers chooses to sponsor an event or do any promotions, we will do our best to ensure that at least 85% of its audience will be reasonably expected to be 21 years or older.

Any marketing practices done by Salty Farmers will be in compliance with 935 CMR 500.105(4)(b) and will not jeopardize the public health, welfare or safety of the general public or promote the diversion of Marijuana or Marijuana use to persons under 21 years of age. In a conspicuous manner on the face of any advertisement will read, "PLEASE CONSUME RESPONSIBLY." I will also say, "This Product May Cause Impairment and May Be Habit Forming.", and "For Use By Adults 21 Years of Age or Older. Keep Out of Reach of Children."

All marketing, advertising and branding done by or on behalf of Salty Farmers will include the warning, "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible Marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."



### **(E.) Competition:**

In time other recreational retail operations will open up in the neighboring towns of Eastham, Wellfleet, Truro and Provincetown. Another facility in the same plaza as us, but the only two in town and the first one for 40 miles to the west. We plan on being one of the first establishments in the area; this will help us build an initial customer base. What will keep them coming and attract new customers, will be our consistent, high quality inventory and knowledgeable staff. Anybody can sell Marijuana, but that doesn't mean it's quality and the staff is steering the customers in the best direction based on their wants. With exclusive industry connections, we can guarantee to have exclusive products on our shelves that will keep the customers coming, both old and new.

### **(5.) Operating Plan:**

#### **- Hours of Operation:**

Regular hours of operation will be Monday – Sunday 10a.m.-6p.m.

#### **- Staffing:**

Staffing Plan:

Operating:

FullTime:

- One Manager on Duty
- One Inventory Manager
- Four Budtenders
- One Security Guard
- One Parking Lot Attendant

Part Time:

- Two Delivery Drivers
- One Security Guard - Monitor Route

Total Staff:

- Two Managers on Duty
- Two Inventory Managers
- Six Budtenders
- Three Security Guards
- Three Parking Lot Attendants
- Three Delivery Drivers

## Employee Responsibilities:

### - Manager on Dut (MOD):

Will be responsible for overseeing all daily operations including opening and closing procedures, inventory, cash handling, ordering, receiving, incident reporting, record keeping and maintaining order in the facility. As the Manager on Duty of Salty Farmers, the individual will be responsible for providing strategic direction for the dispensary by maintaining the day to day operations and driving results, all while exemplifying and executing on the company's values and culture. The Manager on Duty is responsible for creating an environment that ensures the highest standards of compliance, and maximum productivity and efficiency by translating and implementing company strategies, policies and procedures. The Manager on Duty will be responsible for taking phone calls.

### - Inventory Manager (IM):

The Inventory Manager will maintain par levels of inventory in the showroom and FIFO methodology throughout the facility and maintain accurate inventory counts. The Inventory Manager will be responsible for overseeing the preparation and processing of product. The Inventory Manager will be responsible for making recommendations in regard to inventory overages and shortages. The Inventory Manager will assist the Manager on Duty with all opening and closing duties, inventory counts, receiving orders and maintaining the storage and processing area.

### - Budtenders:

Budtenders will be responsible for helping customers locate the most appropriate product for their needs. Budtenders will be responsible for assisting security staff with the customer intake process. Budtenders will be responsible for cashing out customers and maintaining their cash drawer. Budtenders will be responsible for ensuring the customer experience is good and carrying on projecting Salty Farmers values and culture. Budtenders will be on the look out for suspicious or unruly behavior. Budtenders will be responsible for using the FIFO methodology in the showroom inventories. Budtenders will be responsible for maintaining cleanliness in the sales area and other areas of "Limited Access" depending on given responsibilities. Budtenders will be responsible for ensuring they have accurate daily cash outs.

### - Security:

### - Director of Security:

The Director of Security will be responsible for maintaining and implementing Salty Farmers security plan. In the event of any reportable incident, the Director of

Security will be responsible for implementing procedures to remedy the incident and ensure it does not happen again. The Director of Security will be responsible for ensuring the randomization of delivery routes and will be present for cash transfers. The Director of Security will be responsible for performing monthly audits of security and fire equipment to ensure it is in proper working order.

- Security Staff:

Security Staff will be responsible for checking IDs and appointments, monitoring the retail space for theft, removal of unruly customers and assisting with the opening and closing process. Security Staff will be responsible for checking in and tracking customers. Security Staff will be responsible for ensuring all visitors are properly signed in and have proper identification. Security Staff will assist the facility in any reportable incident. Security staff will be responsible for the maintenance of general order within the retail space, as well as outside. Security Staff will be responsible for checking outside security features daily. As needed, Security Staff will be responsible for tracking delivery routes.

- Parking Lot Attendants:

Parking Lot Attendant will be responsible for ensuring all customers have an appointment and maintain the flow of traffic in the parking lot. After the appointment period is over, the parking lot attendant will still be responsible for maintaining the flow of traffic.

- Delivery Drivers:

Responsible for safely transporting products and payments received within the borders of the Commonwealth as needed.

Policy For Immediate Dismissal:

(A.) Cause for Immediate Dismissal:

- Diverting any Marijuana or Marijuana Products or cash.
- Engaging in unsafe practices with regard to operation of the RME.
- Not adhering to the drug and alcohol workplace policy.
- Upon conviction of a crime or entering into 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 like violation of the laws of another state, the United States or a military, territorial or Indian tribal authority. All such information will be communicated to the CCC immediately.

(B.) Policies for Immediate Dismissal:

- Contact law enforcement if deemed necessary.



- Notification to Agent of immediate dismissal.
- Immediate revocation of access the Agent had to any RME operations by notifying the alarm company to revoke all electronic accesses.
- Document the incident and termination.
- Notify the CCC.
- Notify any RME Salty Farmers works with to inform them of the Agent's separation
- Request search of persons and their belongings if it is believed the Agent is in possession of Salty Farmers inventory.

#### - Products:

##### Flower:

The flower selection will show a wide variety of products. Everything from Indicas, Sativas, hybrid strains, high and low THC and CBD strains will all be for sale.

##### Concentrates:

The concentrates selection will also show a variety of products. There will be waxes, shatters, extracts and tinctures for sale.

##### Edibles:

There will be an array of edible products for sale. Such items as cookies, brownies, rice crispy treats, muffins, candies, cooking oils and much more.

##### Topical:

There will be any topical solutions available to us on the shelf.

##### Accessories:

There will be Salty Farmers apparel, jars, grinders, vapes, smoking accessories and literature.

##### Point of Sale/Inventory Tracking:

- Salty Farmers will use the Metrc system in combination with Bio-Track point of sale system to track all sales of inventory of Marijuana, Marijuana Products and non-Marijuana goods.
- Metrc will serve as the primary inventory tracking system for all Marijuana and Marijuana Products.
- Bio-Track will update inventory counts in Metrc in real time.
- Salty Farmers will utilize the FIFO methodology when stocking inventory.

- All inventory will be stored in an on site secure storage room.
- At no time, will any Marijuana or Marijuana Products be sold or marketed for Adult Use that is not capable of being tested by an Independent Testing Laboratory.
- Salty Farmers will not maintain Marijuana or Marijuana Products in excess of the quantity required for normal, efficient operations.
- Salty Farmers will not install software on Bio-Track could possibly corrupt or manipulate inventory or sales data within Bio-Track or Metrc.
- Anti virus/malware software will be installed to help prevent and detect any such vulnerabilities.
- If Salty Farmers were to discover any malicious software, the Manager on Duty will file an incident report and contact the Commission immediately.
- The Manager on Duty would contact Bio-Track tech support to remove any malicious software.
- Salty Farmers would conduct its own internal investigation as well as cooperate with any investigation from the Commission and take such other action directed by the Commission.
- Salty Farmers will contract Bio-Track to conduct a monthly analysis to ensure no malicious software has been installed on the point of sale system.

#### Sale and Dispensing:

Initial showroom par values and restocking limits will be based on estimated needs and will be updated based on analytics from Bio-Track within 30 days.

- Daily showroom pars will be as follows:
  - Flower - 5 lbs. 5 - 15 Strains
  - Concentrate - .5 lbs. 5 - 10 Varieties
  - Tinctures - 240 Units 5 - 10 Varieties
  - Edibles - 240 Units 5 - 10 Varieties
  - Topicals - 100 Units 5 - 10 Varieties
  - Vapes - 400 Units 5 - 10 Varieties
- Showroom inventories will be refilled when par values reach 50% of capacity
- The Inventory Manager will be responsible for maintaining appropriate inventory levels in the showroom.
- The Inventory Manager will check showroom inventory every 60 minutes during operating hours to ensure par levels are always between 50-100%.
- Showroom inventory with the exception of display samples will be kept in the two closets behind the Budtenders.
- The Budtenders, Inventory Manager, Manager on Duty and the Director of Security will all have access to these closets.
- All areas containing Marijuana or Marijuana Products will be under 24 hour video surveillance.
- The Inventory Manager will check par values by looking at sales reports within Bio-Track point of sale.

- The sale reports will tell the Inventory Manager how many and what products need to be restocked.
- The Inventory Manager will restock any products that are below 50% of daily showroom par value to 100%.
- The Inventory Manager will remove needed products from the storage room.
- The Inventory Manager will only take what is needed based on the sales report and never more.
- The Inventory Manager will place the products in a plastic tub for transport from the storage room to the showroom.
- The Inventory Manager will restock the products in the showroom always using the FIFO methodology.
- The Inventory Manager will repeat the process as needed throughout the day.
- The Inventory Manager will remove all remaining product from the showroom into plastic tubs at the end of the day.
- The Inventory Manager will move the product to the storage room where it will stay as is, in the tubs for the night unless it needs to be refrigerated.
- The Inventory Manager will move the remaining product from the previous day back to the showroom prior to opening.
- The Inventory Manager will then restock showroom inventory levels back to 100% of daily showroom par values.
- Budtenders will remove product from the showroom product closets using the FIFO methodology.
- Budtenders will scan the Metrc ID on every Marijuana Product sold at check out.
- Budtenders will take payment for the order.
- Budtenders will place products in a non-translucent and closed exit bag with the sales receipt.
- Customers may not remove products from the exit bag while on premise.
- Refer to Security Plan (2.) to see cash handling procedures.

#### Accounting for Non-Marijuana Products:

- Non-Marijuana products will be stored separately from Marijuana products.
- Non-Marijuana products will not be stored in the secure storage room.
- Non-Marijuana products will be held on shelves in the showroom.
- Bio-Track will be able to differentiate between Marijuana and Non-Marijuana products by scanning the product barcode.
- Bio-Track will apply the different and appropriate sales tax to Marijuana and Non-Marijuana products.
- Customers sales receipts from Bio-Track will detail the different tax rates.
- End of day sales reports will detail both sales of Marijuana and Non-Marijuana products, as well as sales tax.
- There will be a separate general ledger account for Non-Marijuana Inventory products.



#### Showroom:

- 
- Individual samples of products will be displayed in locked glass display cases with correlating price tags.
- Only the Inventory Manager is allowed to remove/replace display samples from the display.
- At no time shall products be consumed in the showroom or on the premise.
- The showroom will be limited to 10 customers max at a time in addition to RME staff.
- Educational materials will be available to customers.

#### Limitation on Sales:

- No one individual will be allowed to purchase more than 1 ounce of Marijuana or its equivalent in Marijuana Products and not more 5 grams of Marijuana Concentrate/Extract per day.
- Salty Farmers will refuse to sell Marijuana or Marijuana Products to anyone who cannot produce a valid government issued identification to prove they are over 21 years of age.
- No minors will be allowed on site.
- Salty Farmers may also refuse to sell to anyone believed would be a risk to the general public or themselves by the consumption of Marijuana or Marijuana Products.
- At no point in time will any of Salty Farmers employees gift any Marijuana or Marijuana Products to any consumer.
- Salty Farmers will not carry any products containing nicotine or alcohol.

#### Child Resistant Packaging:

- All packaging will be child resistant in nature.
- Packaging will be non-translucent, re-sealable if containing more than one serving and certified by a third-party child-resistant packaging testing firm in compliance with the most recent poison prevention packaging regulations of the U.S. Consumer Product Safety Commission as included at 16 C.F.R. 1700.
- Packaging will include the following statement in 10-point Times New Roman font, "KEEP OUT OF REACH OF CHILDREN".

#### Consumer Education:

- Salty Farmers will make available educational materials about Marijuana Products to customers. Salty Farmers will have an adequate supply of current educational material available for distribution.

- Educational materials will be in commonly spoken languages designated by the Commission, which will include appropriate materials for the visually and hearing-impaired.
- Educational materials will be made available for inspection by the Commission on request.
- Educational materials will include the following:
  - A warning that Marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using Marijuana, and that it should be kept away from children.
  - A warning that when under the influence of Marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated.
  - Information to assist in the selection of Marijuana, describing the potential differing effects of various strains of Marijuana, as well as various forms and routes of administration. Materials offered to Consumers to enable them to track the strains used and their associated effects.
  - Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained.
  - A discussion of tolerance, dependence and withdrawal.
  - Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs.
  - A statement that Consumers may not sell Marijuana to any other individual.
  - Information regarding penalties for possession or distribution of Marijuana in violation of Massachusetts law.
  - Any other information required by the Commission.

- Quality Control and Testing:

All products sold will have verification of the proper testing from a CCC approved facility before sale.

- At no time, will any Marijuana or Marijuana Products be sold or marketed for Adult Use that is not capable of being tested by an Independent Testing Laboratory.
- The establishment shall notify the commission within 72 hours of any laboratory testing results showing contamination that cannot be remediated and must be disposed of.
- The processing area will not be in the view of the public.
- All products will be well cured and free of dirt, debris, seeds, stems, sand, mold, rot, fungus, bacterial diseases or any other foreign matter.

- The Manager on Duty and Inventory Manager will be responsible for processing any Marijuana Products.
- As part of the receiving process, all incoming goods will be checked for proper testing documentation and labeling.
- Goods will be refused if there is not proper testing documentation and/or labeling.
- All packaging materials will be stored on shelving in the production area.
- Signage will be posted in our showroom stating, "Please inform your Budtender if you have any food related allergies before placing your order."

#### Food Handlers Requirements:

- All personnel who handle or come in contact with Marijuana or Marijuana Products will have to be ServSafe certified.
- Personnel shall wash hands before and after handling any Marijuana or Marijuana Products.
- Personnel handling Marijuana or Marijuana Products will be required to wear sanitary gloves, maintain adequate personal cleanliness and clean their working station before and after processing each product.
- Personnel will never mix two products together, for both tracking purposes and prevention of cross contamination.

#### Sanitation:

- There will be hand-washing sinks in the processing area
- Product will be prepared on a food grade stainless steel tables.
- The processing areas will be cleaned before and after use.
- Paper towels/sponges and Simple Green will be used to clean the processing area.
- The facility will have air filters throughout to prevent excessive odor and to try and catch any airborne contaminants that may be present.
- All processing by-product will be gathered, packaged and disposed of properly to minimize the potential of attracting and/or harboring pests or cross contamination.
- The walls and ceilings of the facility will be painted with waterproof paint and floors will be laminate throughout the facility.
- The floors and entry-ways throughout the facility will be vacuumed and mopped at the end of every work day.
- The walls and ceiling of the processing and storage area will be cleaned once a week.
- Budtenders will be responsible for maintaining the showroom and bathroom.
- The Manager on Duty and/or the Inventory Manager will be responsible for maintaining the receiving, storage and processing areas.
- Sanitation logs will be kept to ensure cleanliness is regularly maintained.



- Sanitation logs will be updated daily with signatures and cleaning duties performed.
- The dirty water from cleaning will be disposed of in the utility sinks only, and prohibited from the hand-washing areas and appropriate signage will be installed.
- Vacuum, mops, buckets and all other cleaning supplies both toxic and non-toxic shall be stored in a cleaning supply closet away from inventory or processing areas to avoid contamination of Marijuana or Marijuana Products.
- The facility will be supplied by Town of Eastham water supply which is sufficient for 80-100 gallons per day and facility will be plumbed to Eastham building code.
- There is an operational and accessible sanitary bathroom for staff to use as needed, with appropriate signage stating "Employees must wash hands before returning to work".
- The interior of the transportation vehicle will be cleaned once a week by transportation personnel.
- All rooms within the facility as well as the transportation vehicle will remain clean at all times with adequate lighting, ventilation and climate controls.
- When Salty Farmers personnel are transporting goods, goods will be transported from the vehicle to the facility in non-translucent sealed plastic tubs.

#### Emergency Action Plan:

- Contamination and Deficiency Statements:
- Contact information and procedures for notification of Eastham police/fire/ems, Eastham Board of Health and the Cannabis Control Commission.
- All proper public safety and health officials and connected wholesale suppliers will be notified by telephone and email immediately following the finding of any contamination of any products.
- Any contaminated or deficient products will immediately be separated from the rest of the inventory to prevent any cross contamination, and either destroyed or held in quarantine pending Commission instructions.
- An incident report would be filed in the case of any contamination or deficiency event.
- The Manager on Duty will be responsible for handling any contamination or deficiency event.

#### Plan for Correction:

Within 10 days of any reportable incident as listed in Security Plan (8.)(A.)(2.), Salty Farmers will provide an incident report to the commission in a form and manner determined by the commission, and will include the following;

- Details of incident

- Corrective actions taken
- Confirmation the appropriate authorities were notified
- All supporting documents related to any reportable incident as listed in Security Plan (8.)(A.)(2.).
- Records of any reportable incidents will be kept for 1 year or the duration of an open investigation of the incident, whichever is longer.
- Manager on duty will be responsible for properly documenting any reportable incident as listed in Security Plan (8.)(A.)(2.).
- If the Commission were to deem Salty Farmers plan for correction unacceptable, Salty Farmers would have to submit a new plan within five days.

#### Quarantine Orders:

- Pursuant to M.G.L. c. 94G, § 4(a)(xix) and (a1/2)(xxxi), if Salty Farmers receives a Quarantine Order from the Commission or Commission Delegee:
- Salty Farmers would comply with the requirements of the order and, if requested by the Commission, post notice at public entrances to the establishment or other notice in a form and manner determined by the Commission or Commission Delegee.
- Products will be placed in sealed plastic tubs in the processing area for Quarantine until corrective actions have been relayed from the Commission or Commission Delegee.
- The Manager on Duty will be responsible for handling any Quarantine Orders.

#### - Insurance and Bond:

Salty Farmers, LLC will maintain general liability insurance for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, and product liability insurance for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The deductible shall be no higher than \$5,000 per occurrence.

Salty Farmers, LLC will obtain a surety bond in the amount equal to our licensing fees, and made payable to the Marijuana Regulation Fund. This is to ensure payment of any cost incurred for the destruction of Marijuana goods necessitated by a violation of the Act or 935 CMR 500.00.

#### Record Keeping:

##### Management of Records:

- All personnel and financial records will be stored both physically and electronically.
- Physical records will be stored in a locked file cabinet in the secure storage room.

- Physical records will be destroyed after their allotted retention period.
- Permanent records that are stored physically will be destroyed after 7 years with the exception of original legally binding documents.
- Physical documents will be destroyed via paper shredder, placed in trash bags and put in the secure waste container for disposal.
- The storage room will be under 24 hour video surveillance.
- Access to the storage room will require permission from the electronic locking system.
- Electronic records will be stored on the server in the secure storage room, as well as backed up external hard drives which will be stored in the electronic storage cabinet in the secure storage room.
- Only the manager on duty and authorized accounting and legal will have access to records.
- Records will only be shared with authorized professionals (accounting, legal), the commission, law enforcement and other public safety officials as needed to maintain business operations.
- Personnel data will be collected in the application process and ongoing through the point of sale system reports, employee evaluations, trainings and incident reporting done by Salty Farmers management.
- Business records will include, but will not be limited to assets, liabilities, monetary transactions, book of accounts and supporting documentation, sales and cost of goods sold and salary, wages or any compensation or monies paid to any persons with direct or indirect control of Salty Farmers.

- Record Keeping:

Type of Record	Time Period To Retain
Accounting	
Accounts Payable Ledger	7 Years
Authorization - Accounting	5 Years
Balance Sheets	Permanent
Bank Reconciliation	7 Years
Bank Statements	7 Years
Bank Deposit Slips	3 Years
Budgets	3 Years
Canceled Checks	10 Years
Canceled Dividend Checks	Permanent
Cash Logs	Permanent
Cash Disbursement & Receipt Record	Permanent
Daily Sales Reports	7 Years
Charge Slips	7 Years
Charts of Accounts	Permanent
Check Register	Permanent



Expense Reports	7 Years
Financial Statements	Permanent
General Ledger	Permanent
Investment	Permanent
Journal Entries	Permanent
Petty Cash Records	7 Years
Profit/Loss Statements	Permanent
Purchase Orders	7 Years
Subsidiary Ledger	Permanent
Trial Balance	7 Years

#### Corporate Records

Amendments	Permanent
Annual Reports	Permanent
Articles of Incorporation	Permanent
Audit Reports - Public	Permanent
Audit - Internal	6 Years
Bylaws	Permanent
Capital Stock Certificates	Permanent
Capital Stock Ledger	Permanent
Capital Stock Transactions	Permanent
Contracts - After Termination	Permanent
Contributions	7 Years
Correspondence - Accounting	5 Years
Correspondence - General	Permanent
Dividend Register and Cancelled Dividend Checks	Permanent
Financial Statements	Permanent
Organizational Charts	Permanent
Partnership Agreement	Permanent
Stock Transfer Records	Permanent
Stockholders - Minute Book	Permanent

#### Fixed Assets

Capital Improvements Schedule	Permanent
Depreciation Schedule	Permanent
Inventory Records	Permanent
Plans and Blueprints	Permanent
Property Appraisals	Permanent
Property Register	Permanent
Records for Property Subject to Depletion	Permanent

#### Accounting Firms

Tax Return Preparers	4 Years
Tax Returns Prepared	4 Years

#### Human Resources

Accident Reports - Settled	7 Years
Attendance Records	7 Years
Disability Benefits - After Expiration/Settlement	7 Years
Employment Applications	3 Years
Garnishments	5 Years
Medical Benefits	7 Years
Performance Record - After Termination (Performance evaluations and disciplinary actions.)	7 Years
Performance Record - Current Employees (Performance evaluations and disciplinary actions.)	Permanent
Personnel File - After Termination (Job descriptions and duties, background check documents (CORI), security clearances, responsibilities, qualifications, supervision, completed training and supporting documents.)	7 Years
Personnel File - Current Employees (Job descriptions and duties, background check documents (CORI), security clearances, responsibilities, qualifications, supervision, completed training and supporting documents.)	Permanent
Personnel Policies and Procedures	Permanent
Verification of References	Permanent
Profit Sharing Agreements	Permanent
Safety Reports	5 Years
Staffing Plan	Permanent
Vacation Files	4 Years
Workers' Compensation Benefits	10 Years
Sick Pay	4 Years
Family & Medical Leave	3 Years

#### Insurance

Automobile Insurance Claims	10 Years
Current Insurance Policies	Permanent
Disability Insurance Claims - After Termination	7 Years
Expired Insurance Policies	10 Years
Fire Inspection Reports	6 Years
Insurance Appraisals	6 Years
Safety Records	6 Years

## Legal

Bill of Sale	Permanent
Business Permits	Permanent
Claims and Litigation Concerning Torts and Breach Of Contract	Permanent
Contracts - Employees	Permanent
Contracts - Wholesalers	Permanent
Contracts - Special	Permanent
Correspondence - Legal	Permanent
Deeds/Titles	Permanent
Leases/Cancelled	10 Years
Licenses	Permanent
Mortgages	Permanent

## Payroll

Contractors - From Completion of Contract	3 Years
Checks - Payroll	7 Years
Employee Withholding Exemption Certificates	10 Years
Payroll Register	4 Years
Payroll Records - After Termination	10 Years
Salary History	8 Years
Time Reports	7 Years
W-2 Forms	Permanent
Vacation/Sick Pay	4 Years

## Security

Incident Reports and Supporting Documents	Permanent
Security/Fire Systems Check Logs	Permanent
Security Clearances	Permanent
Security Clearances - After Termination	7 Years
Surveillance Footage	90 Days
Transportation Routes	3 Years
Transportation Vehicle Checklist	3 Years
Visitor Logs	7 Years

## Taxation

Cancelled Checks - Tax Payments	Permanent
Correspondence - Tax	Permanent



Depreciation Schedules	Permanent
Income Tax Returns	Permanent
Inventory Reports	Permanent
FUTA/FICA/Income Tax Withholding	4 Years
Payroll Tax Returns	Permanent
Sales Reports - Budtender	Permanent
Sales Tax - Marijuana	Permanent
Sales Tax - Non-Marijuana	Permanent

#### Miscellaneous

Evacuation Plan	Permanent
Log - Delivery Manifest	7 Years
Log - Waste Disposal	Permanent
Log - Electronic Entry Logs	Permanent
Log - Inventory	Permanent
Log - Sanitation	3 Years
Log - Storage	Permanent
Receiving Documents	10 Years
Title Papers	Permanent
Vehicle Operating and Maintenance	3 Years

#### -Maintenance of Financial Records:

##### Daily:

- The Manager on Duty will be responsible for daily cash reconciliations.
- The Manager on Duty will match the daily cash from sales to the daily sales reports from Bio-Track.
- The Manager on Duty will make two daily cash entries into QuickBooks. One entry for cash proceeds from sales of Marijuana Products. One entry for cash proceeds from sales of Non-Marijuana Products.
- For the first 30 days of operation or until Salty Farmers management is comfortable with operations, a daily inventory count will be done.
- The Manager on Duty and the Inventory Manager will take a physical count of all Marijuana inventory on hand.
- The Manager on Duty will match the physical count to the inventory count in Metrc.
- The Manager on Duty will update inventory counts in QuickBooks.
- Balance Sheet and Income Statement accounts will be automatically updated as cash and inventory entries are made.
- The Manager on Duty will prepare cash deposit slips for cash transport on Mondays and Thursdays as needed.
- The Manager on Duty will place inventory counts, sales reports, daily cash reconciliations and deposit slips in a file designated for authorized accounting personnel.

### Weekly:

- The Manager on Duty and the Inventory Manager will take a physical count of all Marijuana inventory on hand.
- The Manager on Duty will match the physical count to the inventory count in Metrc.
- The Manager on Duty will update inventory counts in QuickBooks.
- The Manager on Duty will update payroll information based on data from Bio-Track.
- The Manager on Duty will place inventory counts in a file designated for authorized accounting personnel.
- Authorized Accounting will reconcile the bank statement and general ledger vs weekly sales reports from Bio-Track and deposit slips.
- Authorized Accounting will match processed purchase orders to accounts payable invoices.
- Authorized Accounting will enter accounts payable invoices into QuickBooks.
- Authorized Accounting will cut checks and process account payable payments.
- Authorized Accounting will review open purchase orders for validity.
- Authorized Accounting will update any credit accounts if necessary.
- Authorized Accounting will reconcile petty cash.
- Authorized Accounting will prepare and process payroll.
- The Manager on Duty and Authorized Accounting will file all documents physically in Salty Farmers storage room.
- The Manager on Duty and Authorized Accounting will file all documents electronically on Salty Farmers server and on specified back up electronic hard drives.
- The Manager on Duty will always accompany Authorized Accounting when they are accessing files in the storage room.

### Monthly:

- Authorized Accounting will reconcile inventory account to monthly inventory count.
- Authorized Accounting will calculate Cost of Goods Sold.
- Authorized Accounting will reconcile cash reconciliations vs monthly sales reports from Bio-Track.
- Authorized Accounting will reconcile bank accounts.
- Authorized Accounting will reconcile all credit accounts.
- Authorized Accounting will update equity accounts if necessary.
- Authorized Accounting will make month end accrual entries.
- Authorized Accounting will aggregate monthly sales for both the sales of Marijuana Products and Non-Marijuana Products for sales tax preparation.
- Authorized Accounting will prepare and file monthly sales tax filings.
- Authorized Accounting will prepare month end reports; Balance Sheet, Income Statement, Profit & Loss Statement and Statement of Cash Flows.

- Authorized Accounting will file all documents physically in Salty Farmers storage room.
- Authorized Accounting will file all documents electronically on Salty Farmers server and on specified back up electronic hard drives.
- The Manager on Duty will always accompany Authorized Accounting when they are accessing files in the storage room.

## **(6.) Security:**

### **(A.) Signage:**

Signs will be posted around the perimeter of the property stating "Private Property - Violators Will Be Prosecuted", "No Loitering - Violators Will Be Prosecuted". No part of the operation will be visible to the naked eye from the exterior of the building.

Areas of limited access will be clearly marked. Markings will consist of a sign that is 12 inches by 12 inches in size and clearly states, "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in clear font and letters no less than 1 inch in height.

Hours of operation will clearly be posted on the main entrance door

### **(B.) Preventing Underage Sales:**

Salty Farmers will ensure that any individual entering the facility will be 21 years of age or older by checking their government issued identification.

During business hours the main entrance will be staffed with a security guard.

Upon entering the building, customers will be met by the security guard in the entryway room. There they will present their ID.

The security guard will scan the ID through the ID scanner.

If the ID is valid, the security guard will then open the door to the showroom via his/her personalized electronic key fob.

If the ID is not valid, the person/s will be denied entry, law enforcement notified and an incident report taken.

This is the only way customers may enter and exit the facility. Customers will have present ID again at checkout.

### **(C.) Additional Measures to Prevent Diversion of Marijuana:**

All entry/exit doors and doors to limited access areas will remain locked at all times.



All Marijuana, Marijuana products, materials used for production and waste will be stored in a way that is not accessible to unauthorized personnel.

All entrances/exits and entry to secure areas will be secured with electronic locking mechanisms.

Access to limited access areas will be restricted to employees, Agents or volunteers specifically permitted by Salty Farmers, agents of the CCC, state or local law enforcement.

Employees will all have their own personalized electronic key fob. Access to secure areas will depend on role and responsibilities within the company.

If at any point, any agent was to lose their electronic key. They must notify management immediately and the system will be updated and the alarm company notified.

All employees and volunteers will be required to wear visible I.D. badges.

Non-employees will also be required to sign in and sign out and return badges before exiting.

Visitors log will be maintained daily and stored for up to two years.

Each employee or Agent of the RME will wear a name tag and agent ID in a necklace lanyard when on premise or on deliveries.

All products for sale will have the designated symbols from the Commission on the labeling stating these products are "Not Safe For Kids" and "Contains THC".

#### (D.) Waste:

All waste containing Marijuana or Marijuana Products will be put through a grinder in combination with cardboard at a 50/50 ratio, and grinded until deemed unusable.

It will then be placed in turkey bags and put into black trash bags.

The trash bags will be locked in a secure dumpster behind the RME under video surveillance with proper lighting.

All waste from liquid products will be dumped into a 55 gallon plastic drum with a secure top, held in the facility and pumped out as needed by an approved vendor.

Whenever waste is being disposed of, it will be done under video surveillance with at least two establishment agents present.

These agents will be responsible for documenting how the waste was disposed of.

(E.) Additional Security Measures:

Security measures will be checked daily to ensure everything is in proper working order, at the beginning and end of the day to ensure they are in proper working order and there is no signs of tampering by the manager on duty.

If any security mechanisms were found to be not functioning properly, management would have to stay on site until the problem is resolved.

There will be ample lighting around the Marijuana Establishment to keep the perimeter illuminated during evening hours.

All exterior lighting will be checked daily.

(F.) Temporary Measures:

Salty Farmers will implement an appointment only system in the opening phase.

Appointments will be in 15 minute increments.

Appointments may be made online on our website [www.saltyfarmers.com](http://www.saltyfarmers.com) or by telephone.

The parking lot attendant will monitor to make sure all new patrons have an appointment.

(2.) Cash Handling Procedures:

(A.) Storage:

There will be a safe dedicated to the storage of cash within the storage room.

The cash storage safe and storage room will be under 24 hour video surveillance.

The entrance/exits to the storage room will be under 24 hour video surveillance.

The processing area where cash will be handled and prepared for cash transfer will be under 24 hour video surveillance.

Cameras will be able to produce a clear image from recordings.

Only the manager on duty will have access to the cash safe.

(B.) Procedures for Cash Transfer to Financial Institution:

Cash transfers to financial institutions will be scheduled every Monday and Thursdays as needed (If cash is in excess of \$50,000).

Salty Farmers will keep at least \$25,000 on site at all times.

Cash will be transported by a transport provider that is licensed pursuant to M.G.L. C. 147 25. 935 CMR 500.110(7).

At no time will any Marijuana or Marijuana Products be transported with cash being transferred to our financial institution.

The manager on duty will prepare cash for cash transfer prior to scheduled armored car pick up.

The manager on duty will remove the cash.

The manager on duty will count and band the cash.

The manager on duty will attach totals receipts.

The manager on duty will fill out deposit slips.

The manager on duty will place both the cash, totals receipts and deposit slips into locked bank bags.

The bank bag will be marked with our business name and address.

The manager on duty will place the locked bank bags back into the cash safe.

The manager on duty will update the cash log.

Upon arrival of secure transport, the transporting agents will have to check in and get ID badges from the manager on duty.

The manager on duty will walk the transporting agent into the storage room.

The manager on duty will remove the counted and locked bank bags from the cash safe and hand them to the transporting agent.

The manager on duty will escort the transporting agent to the exit.

Before leaving the facility, the transporting agent will return their ID badge.

The director of security will be present for all cash transfers.

The director of security will stand between the building and armored vehicle to ensure a safe transfer of cash.



Once the manager on duty has confirmed the director of security is in place, the transporting agent will transfer the cash to the armored vehicle for transport.

(C.) Daily Cash Procedures:

Doors will open for business at 10a.m.

The manager on duty will arrive at 8a.m.

After checking the security features, the manager on duty will prepare the daily banks for each Budtender/POS station.

Each bank will consist of \$300 in the form of \$160 in \$20 bills, \$40 in \$10 bills, \$40 in \$5 bills, \$50 in \$1 bills and \$10 in quarters.

Each budtender will be assigned a blue zip up cash bag, labeled with their name and employee number.

There will be four banks prepared daily, one for each staffed budtender.

The manager on duty will place each bank in the individual budtender cash bags.

The manager on duty will then place the cash bags back in the cash safe to be held in the cash safe until 9a.m. when the budtenders arrive.

The manager on duty will give each budtender their cash bag after they clock in at 9a.m.

The budtenders will recount each bank before placing it in their cash drawer.

There will be four cash pos stations.

Each budtender will only process transactions at the station they cash in on.

Each budtender will have their own individualized PIN number to access to the point of sale stations.

Every two hours after opening, the manager on duty will collect all cash in excess of \$300 from each pos station.

The manager on duty will place the cash in the budtender cash bags.

The manager on duty will ensure that the cash taken from the point of sale stations will be matched to the employee who is signed into that stations individualized cash bag.

The manager on duty will take the cash bags into the storage room.

The manager on duty will count the cash in each bag.

After the cash from a cash bag is counted, the manager on duty will place a receipt in each cash bag showing how much cash was counted.

The manager on duty will band the cash.

All cash will be banded in the following manner, \$100 bills x 10, \$50 bills x 20, \$20 bills x 25, \$10 bills x 25, \$5 bills x 20 and \$1 bills x 25. Change will be put in change bags.

After the money has been banded, the manager on duty will put together the banded and counted cash with rubber bands and receipt showing the total count will be attached to each cash drop.

The manager on duty will then update the cash log.

The manager on duty will then return the cash bags to the budtenders.

At the end of day, each budtender will count all the cash in their drawers.

The budtenders will separate \$300 from the total and band it separately from the remaining cash.

The budtender will place both the \$300 and the remaining cash in their individualized cash bag with the cash drop receipts.

The budtender will then total the cash and cash drop receipts to get a daily cash total.

The budtenders will then print a daily sales report from their pos station.

The cash totals from the sales report and the cash bag should match.

The budtenders upon completion of cash out must immediately hand the cash bags over to the manager on duty.

The manager on duty will count each cash bag to check the budtenders counts.

The manager on duty will band and rubber band the cash.

The manager on duty will attach a receipt to each count.

The manager on duty will deposit cash and receipts into the cash safe.

The manager on duty will update the cash log.

The manager on duty will store the cash bags in the cash safe as well.

Budtenders must remain on site until they have received confirmation from the manager on duty that there are no problems with their cash out.

If there are discrepancies, the manager on duty will file an incident report, notify law enforcement if deemed necessary, and an investigation launched.

The manager on duty will contact the director of security to decide correct disciplinary action.

(D.) Petty Cash:

\$500 will be held in petty cash.

Petty cash will be kept in a labeled zip up blue bank bag in the cash safe.

Only the Manager on Duty will have access to petty cash.

Only the Manager on Duty may dispense petty cash.

Receipts for any petty cash spent will be placed in the petty cash storage bag.

Petty cash will be reconciled once a week by Authorized Accounting.

Authorized Accounting will replenish petty cash weekly as needed.

(3.) Video Surveillance and Alarm System:

(A.) Video Surveillance:

All areas used for the purposes of Marijuana and Marijuana Product production, sales, storage, their entrances and parking area will be monitored by video cameras 24 hours.

The cameras will be monitored by a live monitoring service at all times.

Cameras will show person/s entering/exiting these areas, person/s working in these areas, and the cameras will be angled in a way that makes a person easily identifiable.

All foliage around the building will be managed in a way that doesn't obstruct the cameras view.

Grassroot's Landscaping will be contracted to maintain the foliage.



The system will have the capability to produce a clear still color photo and/or exportable image in industry standard format.

A date and time stamp will be set to the correct date and time and is embedded on all recordings. Cameras will be monitored by a 24/7 video monitoring service in addition to recording on site.

Cameras will record 24 hours a day in addition to live monitoring.

Recordings will be retained for no less than 90 days on both the server and on a dedicated external hard drive and remain unaltered in any way.

#### (B.) Alarm System:

A perimeter alarm will be installed on all of the buildings entry and exit points.

The alarm system will be equipped with a panic button and a duress code for use in emergency situations by Salty Farmers' staff.

The duress alarm will be a device that is physically and silently activated in the event of criminal activity.

The duress code will be code different from the normal unlock code that silently sends a signal of duress to the alarm company. Both forms of backup will alert local law enforcement.

The main alarm system will be installed by Baltic Security.

The RME will have a second alarm system from Cape Cod Alarms capable of all the same features as the first supplied by different companies as a redundancy.

#### (C.) Additional Video Surveillance and Alarm System Requirements:

Once every calendar 30 days the surveillance and security equipment will be checked by the director of security for any signs of tampering or malfunction, if not already reported to us from the security company.

Security audit log will be updated and signed after every system check. If any equipment was found to be malfunctioning, the appropriate vendor notified an incident report taken and law enforcement notified if deemed to be potentially criminal by the director of security.

The surveillance footage external hard drive will be stored securely in the electronic storage cabinet to prevent theft, loss, destruction or alteration and is easily accessible to management in the event they need to be reviewed for an incident and/or submitted to the commission for review.

If the video surveillance system or either perimeter alarm suffers a failure the surveillance company will notify the proper authorities and personnel at Salty Farmers within 5 minutes.

Manager on duty will remain on site until the system failure has been remedied.

In the event of a total power failure, manager on duty will remain on site until power has been restored.

In the event of any system failure, an incident report will be taken and shared with the proper authorities by the manager on duty.

An annual audit of security features will be done by an approved third-party vendor and the findings will be reported to Commission in a format to be determined by them.

#### (4.) Storage:

##### (A.) Storage Room:

The storage room (vault) will be located on site.

The storage room will only be accessible via electronic entry.

The storage room will be under 24 video surveillance inside and out.

All products for sale and payments will be stored in the storage room, with the exception of inventory and cash in the showroom during hours of operation.

Upon closing, showroom inventory and cash will be moved to the storage room.

Solid waste materials will be stored in the secure dumpster outside.

Liquid waste will be stored in a 55 gallon secure drum in the limited access receiving area.

The storage room will remain locked at all times and only agents with approved permissions will have access.

The room will remain clean at all times with adequate lighting, ventilation, and climate controls.

The storage room will be sectioned off by category. Goods for sale and money.

Goods for sale will be stored in locked cabinets within the room.

The money will be stored in a mounted safe within the room. All doorways to the storage room will require electronic entry and will be logged.

All goods waiting for disposal will be stored in a locked trash can in the processing room.

All inventory, disposal and entryway logs will be kept for two years.

All inventory will be tracked via Metrc.

## 5. Transportation:

### (A.) Vehicle:

The delivery vehicle will be owned by Salty Farmers and only used for the purposes of transporting Marijuana, Marijuana Products and cash.

The vehicle will be properly registered, insured and inspected with all documentation kept readily available for the Commission to review, if they request.

The exterior of the vehicle shall be unmarked, with no identifiable markings indicating it is used for the purpose of marijuana transporting.

The vehicle will be equipped with an alarm system approved by the Commission and will have properly functioning climate controls.

The vehicle shall be equipped with a two-way radio in addition to each transporting agent having a cell phone.

Marijuana and/or Marijuana Products will be stored in the rear of the vehicle in mounted lock boxes.

Edibles will be stored in the rear of the vehicle in a mounted locked cooler boxes.

All monies received for delivery of products will be stored in the rear of the vehicle in a mounted lock box.

All products and money being transported will not be visible from the outside of the vehicle.

There will be a video recording system within the vehicle.

Prior to departing for a delivery, and immediately after the departure, the communication and security devices will be tested by transporting agents to ensure they are in proper working order.



In the event any of the devices malfunction, the delivery shall be cancelled until all devices are properly functioning.

If any of the devices were to fail during transportation, the vehicle would immediately return to the originating establishment.

The vehicle will be inspected by the Commission prior to the first delivery being made and after any alterations made to the storage compartments. Representatives of the Commission and other state agencies acting within their jurisdiction and emergency responders shall have access to the vehicle and its manifests, as necessary.

(B.) Product/Cash/Vehicle Tracking:

Both the selling and buying parties are responsible for making sure all products are related back to the seed to sale tracking program approved by the Cannabis Control Commission ("Commission").

The originating establishment must weigh, inventory, and account for, on video, all marijuana and marijuana products prior to leaving the establishment. This must be done under video surveillance, and recording must show all marijuana and marijuana products being weighed, the weight and the manifest.

All marijuana products must be packaged in sealed, labeled and tamper or child resistant packaging prior to and during transportation.

Every delivery will have its own delivery manifest. These delivery manifests will be filled out in triplicate, the original manifest will stay with the originating establishment, a second copy of the manifest will be given to the destination establishment upon arrival. The third copy of the manifest will be kept with the transporting agents during delivery and returned to the originating establishment upon return.

Prior to departure a copy of the manifest will also be sent via facsimile or email to the destination establishment from the originating establishment.

Upon arrival to the originating establishment, the agent from the destination establishment shall compare the manifest produced by the transportation agents to the copy transmitted by facsimile or email.

The delivery manifest will document all stops.

The delivery manifest will describe the duration, reason and length of stop and activities of personnel exiting the vehicle.

All delivery manifests will be maintained for a minimum of two years.

The delivery Agents are responsible for contacting Salty Farmers establishment after every stop made and/or every 30 minutes and keeping the Delivery Manifest up to date.

A GPS tracking device will be permanently affixed to the vehicle.

There will be a designated Marijuana Establishment Agent responsible for monitoring the GPS device and logging all communications with the transporting Agents.

The Delivery Manifest will include the following information:

Originating establishments name, address and registration number.

Names and registration numbers of transporting agents.

Name and registration number of agent who prepared the manifest.

Destination establishment name, address and registration number.

Description of Marijuana Products being transported, including weight and form or type of product.

Mileage from originating establishment, mileage at destination establishment and mileage upon return to originating establishment.

Date and time of departure from originating establishment and date and time of arrival at destination establishment for each transportation.

Signatures from receiving agents.

Weight and count before departure and on receipt.

Date and time transporting products were re-weighed and re-inventoried.

Name and registration number of agent who re-weighed and re-inventoried products at destination establishment.

Transporting vehicles make, model and license number.

(C.) Vehicle Staffing Requirements:

The transportation vehicle will be staffed with two registered Marijuana Establishment Agents at all times.

Both Agents are required to carry at all times their registered Agent I.D. cards, name tags and must have valid driver licenses in good standing and issued by the Massachusetts RMV for the vehicles the agents will operate.

One of the agents will remain in the vehicle at all times when there is Marijuana, Marijuana Products and payments received present in the vehicle.

Transporting agents must report any discrepancies or vehicle accidents within 24 hours to the Commission and law enforcement authorities.

(D.) Additional Transportation Requirements:

Marijuana, Marijuana Products and monies shall only be transported by registered Marijuana Establishment Agents to registered Recreational Marijuana Establishments

All routes must be randomized and remain within the Commonwealth.

Any product deemed undeliverable will be returned to its originating establishment.

At no time will Marijuana or Marijuana Products be transported at the same time as cash is being transported for deposit to a financial institution or DOR facility.

Product and monies will not be stored together.

There shall not be any firearms or other products transported while there is Marijuana or Marijuana Products being transported.

If transporting Marijuana or Marijuana products for other establishments, the product for each establishment will be stored in separate locked compartments and each with its own manifest.

All deliveries will be reweighed and inventoried upon reception. Salty Farmers' agents shall ensure that all products are properly tracked, inventoried and packaged at the originating establishment before transportation.

(6.) Generator:

(A.) Salty Farmers will utilize an onsite generator that is capable of turning on automatically in the event of a power outage and will be large enough to power security features and emergency lighting.

Emergency Procedures:

(A.) Plan for Loss of Marijuana or Marijuana Product at Retail Facility:



The facility would immediately cease operations.

The security guard would be responsible for ensuring all non-personnel were evacuated and all exterior doors secured.

The manager on duty would at the same time contact law enforcement and the director of security.

All staff will comply with all law enforcement.

Budtenders would commence the cash out process.

The manager on duty and inventory manager would conduct a count of all inventory.

The manager on duty will file an incident report.

No staff may leave until a full incident report has been taken.

An internal investigation would be launched by the director of security as to the root of the problem and a remedy.

Operations will not re-commence until the investigation is complete and Salty Farmers can ensure that the incident will not occur again.

(B.) Plan for Loss of Marijuana or Marijuana Product During Transportation:

If at any point during the transportation of product there were a loss of product, the transporting agents would stop the vehicle immediately if not stopped already.

One agent would contact law enforcement, one agent would contact the manager on duty.

The manager on duty would contact the director of security.

Once a full police report has been taken, the transporting agents will return with the vehicle to Salty Farmers establishment if the vehicle is not in the custody of law enforcement pending an investigation.

Upon return to the establishment, the transporting agents will immediately communicate the event to the manager on duty.

If Salty Farmers has possession of the vehicle, an inventory of any product in the vehicle will be taken.

The manager on duty will file an incident report.

The transporting agents must remain at the establishment until the completion of the incident report.

An internal investigation would be launched by the director of security as to the root of the problem and a remedy.

Transportation operations will not re-commence until the investigation is complete and Salty Farmers can ensure that the incident will not occur again.

(C.) Evacuation:

Evacuation will be initiated by sounding of either the fire or security alarm, or by verbal announcement from the manager on duty.

In the event of fire or other emergency, ALL employees and patrons shall evacuate immediately.

In the event of an emergency, the Security Guard and Manager on Duty are to remain in the workplace to shutdown or monitor critical operations before they evacuate if deemed safe by the security personnel.

In the event of an emergency, employees and patrons shall evacuate by means of the nearest available marked exit.

Portable fire extinguishers are provided in the workplace for employee use. In the event of fire, any employee may use extinguishers to attempt to extinguish the fire before evacuating.

No Salty Farmers personnel are assigned to perform medical or rescue duties during emergency evacuation situations.

After an emergency evacuation, employees and patrons are to gather on the sidewalk in between the entrance/exits of the parking lot.

A head count of all Salty Farmers employees and patrons will be taken to account for all persons.

(D.) Post Evacuation Procedures:

When the building is deemed safe for re-entry by law enforcement or other public safety officials, Salty Farmers employees will re-enter the establishment.

The Budtenders will commence cash out procedures.

The Manager on Duty and the Inventory Manager would conduct a count of all inventory.

The Manager on Duty will take a full incident report.

All staff must remain at the establishment until a full incident report has been taken.

An internal investigation would be launched by the Director of Security as to the root of the problem and a remedy.

Operations will not re-commence until the investigation is complete and Salty Farmers can ensure that the incident will not occur again.

(E.) Fire Prevention.

Smoke and fire alarms to be tested on a monthly basis.

Fire extinguishers and the fire suppression system to be tested/ inspected on an annual basis.

The Security Director will perform and document an annual Fire Evacuation Drill in consultation with the Eastham Fire Department.

Fire Evacuation Maps will be clearly posted around the Salty Farmers Facility and agents should review the maps on an ongoing basis.

(F.) Contamination and Deficiency Statements:

Contact information and procedures for notification of Eastham police/fire/ems, Eastham Board of Health and the Cannabis Control Commission.

All proper public safety and health officials and connected wholesale suppliers will be notified by telephone and email immediately following the finding of any contamination of any products.

Any contaminated or deficient products will immediately be separated from the rest of the inventory to prevent any cross contamination, and either destroyed or held in quarantine for investigation.

An incident report would be filed in the case of any contamination or deficiency event.

(G.) Plan for Correction:

Within 10 days of any reportable incident as listed in Security Plan (8.)(A.)(2.), Salty Farmers will provide an incident report to the commission in a form and manner determined by the commission, and will include the following;

Details of incident



Corrective actions taken

Confirmation the appropriate authorities were notified

All supporting documents related to any reportable incident as listed in Security Plan (8.)(A.)(2.).

Records of any reportable incidents will be kept for 1 year or the duration of an open investigation of the incident, whichever is longer.

Manager on duty will be responsible for properly documenting any reportable incident as listed in Security Plan (8.)(A.)(2.).

If the Commission were to deem Salty Farmers plan for correction unacceptable, Salty Farmers would have to submit a new plan with five days.

(H.) Quarantine Orders:

Pursuant to M.G.L. c. 94G, § 4(a)(xix) and (a1/2)(xxxi), if Salty Farmers receives a Quarantine Order from the Commission or Commission Delegee:

Salty Farmers would comply with the requirements of the order and, if requested by the Commission, post notice at public entrances to the establishment or other notice in a form and manner determined by the Commission or Commission Delegee.

Products will be placed in sealed plastic tubs in the processing area for Quarantine until the product has been picked up for return or destroyed, pending orders from the Commission or Commission Delegee.

(8.) Incident reporting:

(A.) Reportable Incidents:

Salty Farmers will report any breach of security or any other reportable incident to all appropriate law enforcement authorities and to the CCC immediately, and not longer than 24 hours after the occurrence of the incident.

Reportable incidents will include:

Discovery of inventory discrepancies.

Diversion, theft or loss of any marijuana product or cash.

Any criminal action involving or occurring on or in the marijuana establishment premises, licensee or agent.

Any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person.

Unauthorized destruction of marijuana or marijuana products.

An alarm activation or other event that requires response by public safety personnel, including but not limited to local enforcement, police and fire departments, public works or municipal sanitation departments and municipal inspectional services departments, or security personnel privately engaged by the marijuana establishment.

The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours.

Any other security breach.

(B.) Incident Reporting:

Within 10 days of any reportable incident as listed in Security Plan (8.)(A.)(2.), Salty Farmers will provide an incident report to the commission in a form and manner determined by the commission, and will include the following;

Details of incident

Corrective actions taken

Confirmation the appropriate authorities were notified

All supporting documents related to any reportable incident as listed in Security Plan (8.)(A.)(2.).

Records of any reportable incidents will be kept for 1 year or the duration of an open investigation of the incident, whichever is longer.

Manager on duty will be responsible for properly documenting any reportable incident as listed in Security Plan (8.)(A.)(2.).

If the Commission were to deem Salty Farmers plan for correction unacceptable, Salty Farmers would have to submit a new plan with five days.

(9.) Policy For Immediate Dismissal:

(A.) Cause for Immediate Dismissal:

Diverting any Marijuana, Marijuana Products or cash.

Engaging in unsafe practices with regard to operation of the RME.

Not adhering to the drug and alcohol workplace policy.

Upon conviction of a crime or entering into a guilty plea, plea of nolo-contendre or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or like violation of the laws of another state, the United States or a military, territorial or Indian tribal authority. All such information will be communicated to the CCC immediately.

(B.) Policies for Immediate Dismissal:

Contact law enforcement if deemed necessary.

Notification to Agent of immediate dismissal.

Immediate revocation of any access the Agent had to any RME operations by notifying the alarm company to revoke all electronic accesses.

Document the incident and termination.

Notify the CCC.

Notify any RME Salty Farmers works with to inform them of the Agent's separation.

Request search of persons and belongings if it is believed that the Agent is in possession of Salty Farmers inventory

## **(7.) Diversity Plan**

As lifelong residents of the Outer Cape, the founders of Salty Farmers embrace and support the diversity objectives established by the Legislature and promulgated by the Commission.

### **Goal 1:**

Advertise employment opportunities with diverse publications and programs such as the Provincetown Independent, Cape Codder, HOW (Helping Our Women), CDP (Community Development Partnership), Cape Cod Vet Center and local Career Development Centers. Salty Farmers intends to prioritize employment and advancement opportunities for veterans, women, LGBTQ, people with disabilities and minorities. Salty Farmers will set a goal of employing 65% of it's staff from these diverse populations.

Salty Farmers will attend at minimum one annual community meeting and/or job fair with the focus of attracting individuals from the diverse demographics listed above. The event will provide information on positions within Salty Farmers and general information about how to enter the industry.

Salty Farmers will advertise quarterly if actively hiring. Salty Farmers will continuously advertise jobs and accept applications through its website on a rolling basis.

**Metrics:**

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goals:

- Number of and type of community meetings/job fairs/information sessions held or participated in with supporting documents.
- Number of postings in diverse publications or general publications with supporting documents.
- Number of individuals in attendance from the above listed demographics.

**Goal 2:**

Salty Farmers will have a workforce that will be comprised of exceeding local demographic diversity:

- 40% Women Agents (Eastham Women Population is 54.5%)
- 10% Veteran Agents
- 10% LGBTQ Agents
- 5% African American/Asian American Agents (Eastham African American Population is 1.8%, Eastham Asian American Population is 2.4%)

**Metrics:**

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Number of individuals from the above-referenced demographics groups who were hired and retained after the issuance of a license.
- Number of positions created since issuance of license.
- Salty Farmers Workforce Diversity Retention Program will semi-annually monitor aggregate data to ensure progress in the program.

**Goal 3:**

Salty Farmers will actively seek to mentor and train diverse individuals for management and promotion opportunities. Salty Farmers will hold internal training twice a year with an emphasis on career advancement and management opportunities.

**Metrics:**

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Number of participating individuals listed in diverse demographics in Goal 2.
- Number of career advancement and management training provided to individuals listed in diverse demographics in Goal 2 since initial licensure.
- Salty Farmers Diversity Development Initiative will semi-annually monitor aggregate data to ensure progress in the program.



Salty Farmers believe that it is a core responsibility for those of us fortunate enough to affect the characteristics of this new industry in its earliest stages to demonstrate that a strong social conscience is good business.

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

Salty Farmers diversity programs 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 Marijuana Establishments.

### **(8.) Plan For Positive Impact:**

As lifelong residents of the Outer Cape, the founders of Salty Farmers embrace and support the positive impact objectives established by the Legislature and promulgated by the Commission.

Salty Farmers in cooperation with the Fisherman's Partnership of New Bedford will institute the following plan to ensure it meets the objective established by the Legislature and promulgated by the Commission. The Fisherman's Partnership is a tremendous resource for the communities and members that it serves. The partnership provides medical and health care, human services, survival and rescue training and various other needs of the men and women of the fishing industry. The Fisherman's Partnership operates in Southeastern Massachusetts as well as the Outer Cape and is critical to the ongoing success of an original Massachusetts industry and its members ability to make a living who in some cases would not otherwise be able to do so.

#### **Goal 1:**

Once a year Salty Farmers will offer the following services to members of the Fisherman's Partnership:

- Management training and/or other forms of industry specific technical training.
- Mentorship from experts.
- Formation of peer support groups.

#### **Metrics:**

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Number of management training and/or other forms of industry specific technical training, and to whom.
- Subject matter of training offered and performed, to whom and maintaining positive impact on the trainees.
- Number of peer support groups formed, organized and attended by whom.

#### **Goal 2:**

Donate 1% of net income to the Fisherman's Partnership to help them meet their goals and provide the much needed services to its members.

Metrics:

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Number of and amount of donations to the Fisherman's Partnership.

Goal 3:

Inclusive institutional support to the Fisherman's Partnership. Salty Farmers will attend and provide support at least twice a year in any one of their member services programs.

The Fisherman's Partnership helps provide health care and insurance, family services, safety and survival training and rescue training to its members.

Metrics:

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Support provided and events attended with the Fisherman's Partnership.

Salty Farmers believe that is a core responsibility to be a reliable and conscious member of the Eastham community. Salty Farmers believes that demonstrating a strong social conscience and building community partnerships is not only good business, but the right thing to do.

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

Salty Farmers positive impact plan 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 Marijuana Establishments.

### **(9.) Personnel Policies:**

Salty Farmers, LLC will have an employee handbook and SOP that lists all of its policies and fully details job descriptions, training, handling of emergency situations, personal safety, crime prevention and disciplinary actions.

### **(10.) Management:**

#### **(A) Harlen Howard:**

Holds a Bachelors of Science in Accounting degree from the University of Massachusetts. After working for a private CPA firm for three years, left to start and

co-own his business, HOSU, LLC. A merchant services business that is currently still his occupation. Harlen brings a background in accounting, sales and business management.

**(B) Jonah Turner:**

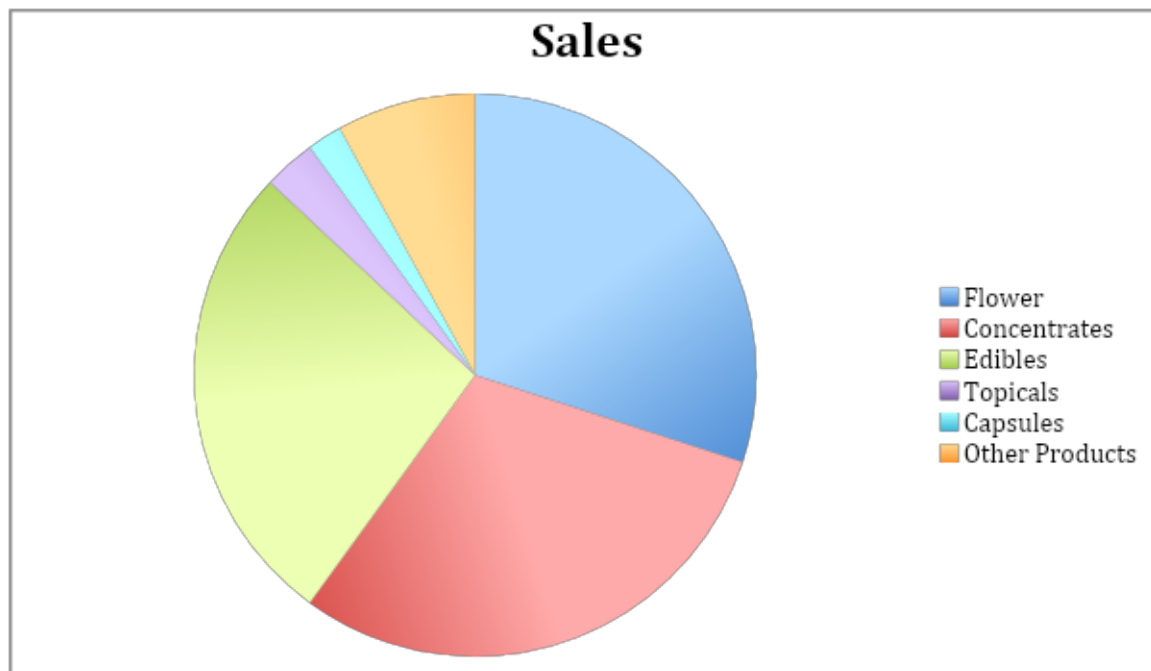
Born and raised on Cape Cod, Jonah grew up like most Cape Codders do, working multiple jobs to make ends meet. He fished with his father and brother and roofed on his off days. He eventually became foreman of his crew. But went back to fishing when he bought his own lobster business that he still owns and operates. During the shoulder seasons he spent a great deal of time travelling back and forth to California. The purpose of these trips was to learn about the marijuana industry from licensed and established individuals in the field. Jonah brings with him an extensive knowledge of the marijuana industry as well as sales and business management experience.

**(C) Thomas Hayes:**

Thomas Hayes is (Ret. Sgt.) of 29 years from the Eastham Police Department. He also owns and operates Roxy Sport Fishing. A charter fishing boat out of Rock Harbor in Orleans, MA. He currently lives in Eastham with his wife and son

**(9.) Financial Plan:**

**Sales Forecast:**



**Profit & Loss Forecast:**

Year		2019	2020	2021	2022	2023
<b>Gross Revenue</b>		\$2,940,000.00	\$3,123,750.00	\$3,318,984.38	\$3,526,420.90	\$3,746,822.20
Marijuana Products		\$2,704,800.00	\$2,873,850.00	\$3,053,465.63	\$3,244,307.23	\$3,447,076.43
Other Products		\$235,200.00	\$249,900.00	\$265,518.75	\$282,113.67	\$299,745.78
<b>Total Operating Revenue</b>		\$2,940,000.00	\$3,123,750.00	\$3,318,984.38	\$3,526,420.90	\$3,746,822.20
<b>Operating Expenses</b>						
Cost of Goods Sold		\$1,764,000.00	\$1,874,250.00	\$1,991,390.63	\$2,115,852.54	\$2,248,093.32
<b>Gross Profit</b>		\$1,176,000.00	\$1,249,500.00	\$1,327,593.75	\$1,410,568.36	\$1,498,728.88
<b>Overhead</b>						
Rent		\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00	\$18,500.00
Payroll		\$166,320.00	\$174,636.00	\$179,875.08	\$185,271.33	\$190,829.47
Insurance		\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Utilities		\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
<b>Operating Income</b>		\$967,180.00	\$1,032,364.00	\$1,105,218.67	\$1,182,797.03	\$1,265,399.41
<b>Sales Tax (State)</b>		\$588,000.00	\$624,750.00	\$663,796.88	\$705,284.18	\$749,364.44
<b>Sales Tax (Local)</b>		\$88,200.00	\$93,712.50	\$99,569.53	\$105,792.63	\$112,404.67
<b>Local Hosting Fee</b>		\$88,200.00	\$93,712.50	\$99,569.53	\$105,792.63	\$112,404.67
<b>Net Income</b>		\$202,780.00	\$220,189.00	\$242,282.73	\$265,927.59	\$291,225.64

**Cash Flow Forecast:**

			2019	2020	2021	2022	2023
<b>Net Income</b>			\$202,780.00	\$220,189.00	\$242,282.73	\$265,927.59	\$291,225.64
<b>Adjustments:</b>							
<b>Depreciation</b>			\$5,000.00	\$10,000.00	\$15,000.00	\$20,000.00	\$25,000.00
<b>Increase in Inventories</b>			-\$7,500.00	-\$8,250.00	-\$9,075.00	-\$9,982.50	-\$10,980.75
<b>Net Cash Flow From Operating Activities</b>			\$200,280.00	\$221,939.00	\$248,207.73	\$275,945.09	\$305,244.89



<b>Net Increase/Decrease</b>			-	\$21,659.00	\$26,268.73	\$27,737.36	\$29,299.79

### Balance Sheet Forecast:

#### Balance Sheet As Of 12/31/2019

<b>Assets</b>			<b>Liabilities and Equity</b>		
<b>Current Assets</b>			<b>Liabilities</b>		
<b>Cash</b>		\$200,280.00	<b>Utilities Payable</b>		\$1,000.00
<b>Supplies</b>		\$5,000.00	<b>Total Liabilities</b>		\$1,000.00
<b>Inventory</b>		\$75,000.00	<b>Retained Earnings</b>		\$299,280.00
<b>Total Current Assets</b>		\$280,280.00			
<b>Non-Current Assets</b>					
<b>Equipment</b>		\$25,000.00			
<b>Accumulated Depreciation</b>		-\$5,000.00			
<b>Net Non-Current Assets</b>		\$20,000.00			
<b>Total Assets</b>		\$300,280.00	<b>Total Liabilities and Equity</b>		\$300,280.00

#### Balance Sheet As Of 12/31/2020

<b>Assets</b>			<b>Liabilities and Equity</b>		
<b>Current Assets</b>			<b>Liabilities</b>		
<b>Cash</b>		\$221,939.00	<b>Utilities Payable</b>		\$1,000.00
<b>Supplies</b>		\$5,000.00	<b>Total Liabilities</b>		\$1,000.00
<b>Inventory</b>		\$82,500.00	<b>Retained Earnings</b>		\$323,439.00
<b>Total Current Assets</b>		\$309,439.00			
<b>Non-Current Assets</b>					
<b>Equipment</b>		\$25,000.00			
<b>Accumulated Depreciation</b>		-\$10,000.00			
<b>Net Non-Current Assets</b>		\$15,000.00			
<b>Total Assets</b>		\$324,439.00	<b>Total Liabilities and Equity</b>		\$324,439.00

#### Balance Sheet As Of 12/31/2021

<b>Assets</b>			<b>Liabilities and Equity</b>		
<b>Current Assets</b>			<b>Liabilities</b>		
<b>Cash</b>		\$248,207.73	<b>Utilities Payable</b>		\$1,000.00
<b>Supplies</b>		\$5,000.00	<b>Total Liabilities</b>		\$1,000.00
<b>Inventory</b>		\$90,750.00	<b>Retained Earnings</b>		\$352,957.73
<b>Total Current Assets</b>		\$343,957.73			
<b>Non-Current Assets</b>					
<b>Equipment</b>		\$25,000.00			
<b>Accumulated Depreciation</b>		-\$15,000.00			
<b>Net Non-Current Assets</b>		\$10,000.00			

<b>Total Assets</b>		\$353,957.73	<b>Total Liabilities and Equity</b>		\$353,957.73
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182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: Feb. 29, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Restricting Access to Person Under 21 Years of Age

Restricting Access to Person Under 21 Years of Age:

All persons, employees, registered agents, patrons and visitors must be 21 years of age or older.

### **(A.) Signage:**

1. Signs will be posted around the perimeter of the property stating "Private Property - Violators Will Be Prosecuted", "No Loitering - Violators Will Be Prosecuted".
2. No part of the operation will be visible to the naked eye from the exterior of the building.
3. Areas of limited access will be clearly marked.
4. Markings will consist of a sign that is 12 inches by 12 inches in size and clearly states, "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in clear font and letters no less than 1 inch in height.
5. Hours of operation will clearly be posted on the main entrance door.
6. Signage will be posted in the entry way stating "No Person Under The Age of 21 Years Old May Enter".

### **(B.) Preventing Underage Sales:**

1. Salty Farmers will ensure that any individual entering the facility will be 21 years of age or older by checking their government issued identification.
2. During business hours the main entrance will be staffed with a security guard.
3. Upon entering the building, customers will be met by the security guard in the entry way room. There they will present their ID.
4. The security guard will scan the ID through the ID scanner.
5. If the ID is valid, the security guard will then open the door to the showroom via his/her personalized electronic key fob.
6. Forms of identification accepted:
  - A Valid State issued driver's license.

- A Government Issued Identification card.
  - A Military Identification card.
  - A valid Passport.
7. If the ID is not valid, the person/s will be denied entry, law enforcement notified and a incident report taken.
  8. This is the only way customers may enter and exit the facility.
  9. Customers will have present ID again at checkout.

(C.) Additional Measures to Prevent Diversion of Marijuana:

1. All entry/exit doors and doors to limited access areas will remain locked at all times.
2. All Marijuana, Marijuana products, materials used for production and waste will be stored in a way that is not accessible to unauthorized personnel.
3. All entrances/exits and entry to secure areas will be secured with electronic locking mechanisms.
4. Access to limited access areas will be restricted to employees, Agents or volunteers specifically permitted by Salty Farmers, agents of the CCC, state or local law enforcement.
5. Employees will all have their own personalized electronic key fab. Access to secure areas will depend on role and responsibilities within the company.
6. If at any point, any agent were to lose their electronic key. They must notify management immediately and the system will be updated and the alarm company notified.
7. All employees and volunteers will be required to wear I.D. badges.
8. Non employees will also be required to sign in and sign out and return badges before exiting.
9. Visitors log will be maintained daily and stored for up to two years.
10. Each employee or Agent of the RME will wear a name tag and agent ID in a necklace lanyard when on premise or on deliveries.
11. All products for sale will have the designated symbols from the Commission on the labeling stating these products are “Not Safe For Kids” and “Contains THC”.





182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: Feb. 29, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Quality Control and Testing

### **(A.) Quality Control and Testing:**

1. All products sold will have verification of the proper testing from a CCC approved facility before sale.
2. At no time, will any Marijuana or Marijuana Products be sold or marketed for Adult Use that is not capable of being tested by an Independent Testing Laboratory.
3. The establishment shall notify the commission within 72 hours of any laboratory testing results showing contamination that cannot be remediated and must be disposed of.
4. The processing area will not be in the view of the public.
5. All products will be well cured and free of dirt, debris, seeds, stems, sand, mold, rot, fungus, bacterial diseases or any other foreign matter.
6. The Manager on Duty and Inventory Manager will be responsible for processing any Marijuana Products.
7. As part of the receiving process, all incoming goods will be checked for proper testing documentation and labeling.
8. Goods will be refused if there is not proper testing documentation and/or labeling.
9. All packaging materials will be stored on shelving in the production area.
10. Signage will be posted in our showroom stating, "Please inform your Budtender if you have any food related allergies before placing your order."

### **(B.) Food Handlers Requirements:**

1. All personnel who handle or come in contact with Marijuana or Marijuana Products will have to be ServSafe certified.
2. Personnel shall wash hands before and after handling any Marijuana or Marijuana Products.
3. Personnel handling Marijuana or Marijuana Products will be required to wear sanitary gloves, maintain adequate personal cleanliness and clean their working station before and after processing each product.

4. Personnel will never mix two products together, for both tracking purposes and prevention of cross contamination.

(C.) Sanitation:

1. There will be hand-washing sinks in the processing area
2. Product will be prepared on a food grade stainless steel tables.
3. The processing areas will be cleaned before and after use.
4. Paper towels/sponges and Simple Green will be used to clean the processing area.
5. The facility will have air filters throughout to prevent excessive odor and to try and catch any airborne contaminants that may be present.
6. All processing by-product will be gathered, packaged and disposed of properly to minimize the potential of attracting and/or harboring pests or cross contamination.
7. The walls and ceilings of the facility will be painted with waterproof paint and floors will be laminate throughout the facility.
8. The floors and entry-ways throughout the facility will be vacuumed and mopped at the end of every work day.
9. The walls and ceiling of the processing and storage area will be cleaned once a week.
10. Budtenders will be responsible for maintaining the showroom and bathroom.
11. The Manager on Duty and/or the Inventory Manager will be responsible for maintaining the receiving, storage and processing areas.
12. Sanitation logs will be kept to ensure cleanliness is regularly maintained.
13. Sanitation logs will be updated daily with signatures and cleaning duties performed.
14. The dirty water from cleaning will be disposed of in the utility sinks only, and prohibited from the hand-washing areas and appropriate signage will be installed.
15. Vacuum, mops, buckets and all other cleaning supplies both toxic and non-toxic shall be stored in a cleaning supply closet away from inventory or processing areas to avoid contamination of Marijuana or Marijuana Products.
16. The facility will be supplied by Town of Eastham water supply which is sufficient for 80-100 gallons per day and facility will be plumbed to Eastham building code.
17. There is an operational and accessible sanitary bathroom for staff to use as needed, with appropriate signage stating "Employees must wash hands before returning to work".
18. The interior of the transportation vehicle will be cleaned once a week by transportation personnel.
19. All rooms within the facility as well as the transportation vehicle will remain clean at all times with adequate lighting, ventilation and climate controls.
20. When Salty Farmers personnel are transporting goods, goods will be transported from the vehicle to the facility in non-translucent sealed plastic tubs.

(D.) Emergency Action Plan:

1. Contamination and Deficiency Statements:
  - a. Contact information and procedures for notification of Eastham police/fire/ems, Eastham Board of Health and the Cannabis Control Commission.
  - b. All proper public safety and health officials and connected wholesale suppliers will be notified by telephone and email immediately following the finding of any contamination of any products.
  - c. Any contaminated or deficient products will immediately be separated from the rest of the inventory to prevent any cross contamination, and either destroyed or held in quarantine pending Commission instructions.

- d. An incident report would be filed in the case of any contamination or deficiency event.
- e. The Manager on Duty will be responsible for handling any contamination or deficiency event.

2. Plan for Correction:

- a. Within 10 days of any reportable incident as listed in Security Plan (8.)(A.)(2.), Salty Farmers will provide an incident report to the commission in a form and manner determined by the commission, and will include the following;
- b. Details of incident
- c. Corrective actions taken
- d. Confirmation the appropriate authorities were notified
- e. All supporting documents related to any reportable incident as listed in Security Plan (8.)(A.)(2.).
- f. Records of any reportable incidents will be kept for 1 year or the duration of an open investigation of the incident, whichever is longer.
- g. Manager on duty will be responsible for properly documenting any reportable incident as listed in Security Plan (8.)(A.)(2.).
- h. If the Commission were to deem Salty Farmers plan for correction unacceptable, Salty Farmers would have to submit a new plan within five days.

3. Quarantine Orders:

Pursuant to M.G.L. c. 94G, § 4(a)(xix) and (a<sub>1/2</sub>)(xxxi), if Salty Farmers receives a Quarantine Order from the Commission or Commission Delegee:

- 1. Salty Farmers would comply with the requirements of the order and, if requested by the Commission, post notice at public entrances to the establishment or other notice in a form and manner determined by the Commission or Commission Delegee.
- 2. Products will be placed in sealed plastic tubs in the processing area for Quarantine until corrective actions have been relayed from the Commission or Commission Delegee.
- 3. The Manager on Duty will be responsible for handling any Quarantine Orders.



182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: Feb. 29, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Employee Training

1. All Agents of Salty Farmers will be required to complete Responsible Vendor Training prior to performing job functions provided by Sell-SMart.
2. All Agents of Salty Farmers will have to successfully pass (75% or better) a Responsible Vendor Training course from Sell-SMart.
3. Sell-SMart is a Commission approved Responsible Vendor Trainer.
4. Responsible Vendor Training will consist of in class instruction and exam performed by a representative from Sell-SMart.
5. All Agents of Salty Farmers will have to renew their Responsible Vendor Training on an annual basis.
6. All Agents of Salty Farmers will also be required to complete a Serv-Safe Food Safety Certification.
7. Food Safety Certification will consist of in class instruction and exam performed by a representative from Serv-Safe.
8. New hires must complete Responsible Vendor Training and Serv-Safe within 90 days of hire and prior to performing job functions from Sell-SMart.
9. Additional Agent training will be specific to Agents role and job function within Salty Farmers.
10. All Agents of Salty Farmers will receive at a minimum eight hours of ongoing training annually.
11. All Agents of Salty Farmers who handle/track/inventory Marijuana or Marijuana Products will complete Metrc training prior to performing job functions.
12. All Agents will be proficient in using the point of sale system with regard to their respective positions prior to performing job functions.
13. Security and Parking Lot staff will know Salty Farmers security, dispensing, waste disposal, emergency and incident reporting procedures prior to performing job functions.
14. Security will additionally know Salty Farmers transportation procedures.
15. Budtenders will know Salty Farmers inventory, cash handling, security, dispensing, waste disposal, emergency and incident reporting procedures prior to performing job functions.



16. Transportation Agents will know Salty Farmers transportation, inventory, cash handling, security, dispensing, waste disposal, emergency and incident reporting procedures prior to performing job functions.
17. The Director of Security, Managers on Duty and Inventory Managers will know all of Salty Farmers operating procedures prior to performing job functions.
18. All Agents of Salty Farmers will receive ongoing professional advancement training.
19. Professional advancement training will be held twice a year and will consist of two in person discussions with industry experts.
20. Twice a year, Salty Farmers will hold training to make sure all Agents are up to date on the latest regulations and industry trends.
21. Agent training documentation will be kept in personnel files permanently while employed, and for seven years after termination.



182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: Feb. 29, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Staffing Plan

Staff will be responsible for the general oversight of the retail process at the RME. All staff will be subject to a positive background check, and be required to undergo training prior to employment. The staff will be expected and required to attend training throughout their employment in an effort to better serve customers and the community. Meticulous employment records will be kept for each member of the staff, including but not limited to training, disciplinary actions and performance evaluations.

### **Staffing Plan:**

#### *Operating:*

##### FullTime:

- One Manager on Duty
- One Inventory Manager
- Four Budtenders
- One Security Guard
- One Parking Lot Attendant

##### Part Time:

- Two Delivery Drivers
- One Security Guard - Route Monitor

*Total Staff:*

- Two Managers on Duty
- Two Inventory Managers
- Six Budtenders
- Three Security Guards
- Three Parking Lot Attendants
- Three Delivery Drivers

**Employee Responsibilities:**

- Manager on Duty (MOD):

Will be responsible for overseeing all daily operations including opening and closing procedures, inventory, cash handling, ordering, receiving, incident reporting, record keeping and maintaining order in the facility. As the Manager on Duty of Salty Farmers, the individual will be responsible for providing strategic direction for the dispensary by maintaining the day to day operations and driving results, all while exemplifying and executing on the company's values and culture. The Manager on Duty is responsible for creating an environment that ensures the highest standards of compliance, and maximum productivity and efficiency by translating and implementing company strategies, policies and procedures. The Manager on Duty will be responsible for taking phone calls.

- Inventory Manager (IM):

The Inventory Manager will maintain par levels of inventory in the showroom and FIFO methodology throughout the facility and maintain accurate inventory counts. The Inventory Manager will be responsible for overseeing the preparation and processing of product. The Inventory Manager will be responsible for making recommendations in regard to inventory overages and shortages. The Inventory Manager will assist the Manager on Duty with all opening and closing duties, inventory counts, receiving orders and maintaining the storage and processing area.

- Budtenders:

Budtenders will be responsible for helping customers locate the most appropriate product for their needs. Budtenders will be responsible for assisting security staff with the customer intake process. Budtenders will be responsible for cashing out customers and maintaining their cash drawer. Budtenders will be responsible for ensuring the customer experience is good and carrying on projecting Salty Farmers values and culture. Budtenders will be on the look out for suspicious or unruly behavior. Budtenders will be responsible for using the FIFO methodology in the showroom inventories. Budtenders will be responsible for maintaining cleanliness in the sales area and other areas of "Limited Access" depending on given responsibilities. Budtenders will be responsible for ensuring they have accurate daily cash outs.

- Security:

- Director of Security:

The Director of Security will be responsible for maintaining and implementing Salty Farmers security plan. In the event of any reportable incident, the Director of Security will be responsible for implementing procedures to remedy the incident and ensure it does not happen again. The Director of Security will be responsible for ensuring the randomization of delivery routes and will be present for cash transfers. The Director of Security will be responsible for performing monthly audits of security and fire equipment to ensure it is in proper working order.

- Security Staff:

Security Staff will be responsible for checking IDs and appointments, monitoring the retail space for theft, removal of unruly customers and assisting with the opening and closing process. Security Staff will be responsible for checking in and tracking customers. Security Staff will be responsible for ensuring all visitors are properly signed in and have proper identification. Security Staff will assist the facility in any reportable incident. Security staff will be responsible for the maintenance of general order within the retail space, as well as outside. Security Staff will be responsible for checking outside security features daily. As needed, Security Staff will be responsible for tracking delivery routes.

- Parking Lot Attendants:

Parking Lot Attendant will be responsible for ensuring all customers have an appointment and maintain the flow of traffic in the parking lot. After the appointment period is over, the parking lot attendant will still be responsible for maintaining the flow of traffic.

- Delivery Drivers:

Responsible for safely transporting products and payments received within the borders of the Commonwealth as needed.

**Policy For Immediate Dismissal:**

(A.) Cause for Immediate Dismissal:

1. Diverting any Marijuana or Marijuana Products or cash.
2. Engaging in unsafe practices with regard to operation of the RME.
3. Not adhering to the drug and alcohol workplace policy.
4. Upon conviction of a crime or entering into 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 like violation of the laws of another state, the United States or a military, territorial or Indian tribal authority. All such information will be communicated to the CCC immediately.

(B.) Policies for Immediate Dismissal:

1. Contact law enforcement if deemed necessary.
2. Notification to Agent of immediate dismissal.



3. Immediate revocation of access the Agent had to any RME operations by notifying the alarm company to revoke all electronic accesses.
4. Document the incident and termination.
5. Notify the CCC.
6. Notify any RME Salty Farmers works with to inform them of the Agent's separation
7. Request search of persons and their belongings if it is believed the Agent is in possession of Salty Farmers inventory.

**Opening Procedures:**

- Enter the building through the front door at 8am. (MOD, IM)
- Lock the door behind after entering. (MOD)
- Check all locks and security features to ensure there was no tampering and are in proper working order. (MOD)
- If any features were found to be faulty, the proper vendor will be called to remedy the situation and management will stay on site until the problem is resolved. (MOD)
- If any features were manipulated in any way, the authorities and the proper vendor will be called to remedy the situation and management will stay on site until the problem is resolved. (MOD)
- If either of the previous situations were to occur, an incident report will be filed and law enforcement notified. (MOD)
- Prepare daily Budtender banks. (MOD)
- Restock showroom to par levels. (IM)
- Place purchase orders. (MOD)
- All staff arrive and are let into the facility at 9am.
- Security Staff will do a perimeter check.
- Security Staff and Lot Attendant will check appointment schedule.
- Budtenders will recount their banks and prepare their stations.
- Ensure all staff are in their proper place and are prepared for opening. The establishment will not open until all staff are in their proper place and ready to commence operations. (MOD)
- Open the doors at 10am. (Security Staff)

**Closing Procedures:**

- Doors will be locked at 6pm. (Security Staff)

- All product and monies will be inventoried. (Budtenders, IM, MOD)
- All security features will be checked to see to ensure they are in working order. (MOD)
- Security Staff will do a perimeter check.
- If all inventories and security features are in order, management will lock up and set the alarm. (MOD)
- If any inventories were found to be faulty, the proper vendor will be called to remedy the situation and management will have to stay on site until the problem is resolved. (MOD)
- If any features were manipulated in any way, the authorities and the proper vendor will be called to remedy the situation and management will have to stay on site until the problem is resolved. (MOD)

Salty Farmers  
Draft: February 19, 2020

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## ***1.Introduction***

### **1.1 Handbook Disclaimer**

The contents of this handbook serve only as guidelines and supersede any prior handbook. Neither this handbook, nor any other policy or practice, creates an employment contract, or an implied or express promise of continued employment with the Company. Employment with Salty Farmers is "AT-WILL." This means employees or Salty Farmers may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with Salty Farmers for any set period of time.

The Company has the right, with or without notice, in an individual case or generally, to change any of the policies in this handbook, or any of its guidelines, policies, practices, working conditions or benefits at any time. No one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the president and the employee.

## **1.2 Welcome Message**

Dear Valued Employee,

Welcome to the Salty Farmers family. Please read through this Employee Handbook thoroughly and sign at the end stating you have read and understood everything in it. We are excited to welcome you to this brand new and growing industry of cannabis farmers, dispensaries and retailers in the Commonwealth. Please make every effort to stay informed of the current Massachusetts laws governing the industry and changes to those laws that could happen in the future. We will work with you to keep you up to date on the law in Massachusetts and any federal changes in law that might affect your work with us.

Set forth in the information below are our current policies and procedures. Your work is very important. We want you to know at Salty Farmers we are looking to take care of the customer's needs. It's important for you to keep your ears open for what they are looking for and how trends change. Your thoughts on anything that improves the customer experience or the operation of this facility is something we want you to share with us.

Since you are a big part of the culture that is created here at Salty Farmers, we look to you to help keep our standards high with friendly, informative service for every customer that walks into our space. Professionalism, education, care for the community we live in and creating a healthy work environment are tenets of our company. We hope you treat this company as your own, as we welcome all of our customers and vendors.

Sincerely,  
The HR Director

## **1.3 Changes in Policy**

Change at Salty Farmers is inevitable. Therefore, we expressly reserve the right to interpret, modify, suspend, cancel, or dispute, with or without notice, all or any part of our policies, procedures, and benefits at any time with or without prior notice. Changes will be effective on the dates determined by Salty Farmers, and after those dates all superseded policies will be null and void.

No individual supervisor or manager has the authority to alter the foregoing. Any employee who is unclear on any policy or procedure should consult a supervisor or the HR Director.

## ***2.General Employment***

### **2.1 Agent CCC Registration with CORI**

Salty Farmers, LLC will apply for registration for all its board members, directors, employees, Executives, managers, and volunteers who are associated with that Marijuana Establishment.

All such individuals will:

- be 21 years of age or older;
- have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions;
- be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802. (2)

Agent info submitted will include:

- the full name
- date of birth
- all aliases used previously or currently in use by the individual, including maiden name, if any;
- a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- an attestation that the individual will not engage in the diversion of Marijuana or Marijuana Products;
- written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense Marijuana in the Commonwealth;
- background information, including, as applicable:
- a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts
- a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;

- a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction
- a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant;
- a nonrefundable application fee paid by Salty Farmers with which the Marijuana Establishment Agent will be associated;
- any other information required by the Commission

#### CORI:

The HR director registered with DCJIS pursuant to 803 CMR 2.04: iCORI Registration, will submit to the Commission a CORI report and any other background check information required by the Commission for each individual for whom Salty Farmers seek a Marijuana Establishment Agent registration, obtained within 30 calendar days prior to submission.

The CORI reports obtained by Salty Farmers will provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

Salty Farmers collection, storage, dissemination and usage of any CORI report or background check information obtained for Marijuana Establishment Agent registrations shall comply with 803 CMR 2.00: Criminal Offender Record Information (CORI).

#### Additional Requirements:

Salty Farmers HR Director will notify the CCC no more than one day after an Agent ceases to be associated with Salty Farmers. The Agents Registration Card will immediately be void.

An agent Registration Card shall be valid for one year from the date of issue and may be renewed on an annual basis on a determination by the Commission that the applicant for renewal continues to be suitable for registration.

Salty Farmers HR Director is responsible for notifying the CCC as soon as possible, but no longer than five business days with any changes to any Agent information that was previously submitted or after discover that a Registration card has been lost or stolen.

Salty Farmers Agents will always carry their Registration Card at all times while at the establishment, in possession of Marijuana or Marijuana Products and while transporting Marijuana, Marijuana Products or Cash.

Salty Farmers Agents must get a Salty Farmers specific Registration Card even if they are already registered with another establishment.



## **2.2 At-Will Employment**

Employment with Salty Farmers is “at-will.” This means employees are free to resign at any time, with or without cause, and Salty Farmers may terminate the employment relationship at any time, with or without cause or advance notice. As an at-will employee, it is not guaranteed, in any manner, that you will be employed with Salty Farmers for any set period of time.

The policies set forth in this employee handbook are the policies that are in effect at the time of publication. They may be amended, modified, or terminated at any time by Salty Farmers, except for the policy on at-will employment, which may be modified only by a signed, written agreement between the President and the employee at issue. Nothing in this handbook may be construed as creating a promise of future benefits or a binding contract between Salty Farmers and any of its employees.

## **2.3 Immigration Law Compliance**

Salty Farmers is committed to employing only United States citizens and aliens who are authorized to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Salty Farmers within the past three years, or if their previous I-9 is no longer retained or valid.

Salty Farmers may participate in the federal government's electronic employment verification system, known as “E-Verify.” Pursuant to E-Verify, Salty Farmers provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

## **2.4 Equal Employment Opportunity**

Salty Farmers is an Equal Opportunity Employer. Employment opportunities at Salty Farmers are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, religion, sex, pregnancy, childbirth or related medical conditions, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

The Company will provide reasonable accommodations as necessary and where required by law so long as the accommodation does not pose an undue hardship on the business. This policy is not intended to afford employees with any greater protections than those which exist under federal, state or local law.

Salty Farmers strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. Salty Farmers will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

## **2.5 Equal Employment Opportunity (Massachusetts Employees)**

Salty Farmers is an Equal Opportunity Employer. Employment opportunities at Salty Farmers are based upon one's qualifications and capabilities to perform the essential functions of a particular job. All employment opportunities are provided without regard to race, color religion, sex, national origin, ancestry, age, sexual orientation, gender identity and expression, veteran status, military status, disability, mental illness, genetic information, or any other characteristic protected by law.

This Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, recruitment, hiring, selection, job assignment, promotions, transfers, compensation, discipline, termination, layoff, access to benefits and training, and all other conditions and privileges of employment.

Salty Farmers strongly urges the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment or participates in an investigation of such report. Salty Farmers will take appropriate disciplinary action, up to and including immediate termination, against any employee who violates this policy.

## **2.6 Employee Grievances**

It is the policy of Salty Farmers to maintain a harmonious workplace environment. Salty Farmers encourages its employees to express concerns about work-related issues, including workplace communication, interpersonal conflict, and other working conditions.

Employees are encouraged to raise concerns with their supervisors. If not resolved at this level, an employee may submit, in writing, a signed grievance to the HR Director.

After receiving a written grievance, Salty Farmers may hold a meeting with the employee, the immediate supervisor, and any other individuals who may assist in the investigation or resolution of the issue. All discussions related to the grievance will be limited to those involved with, and who can assist with, resolving the issue.

Complaints involving alleged discriminatory practices shall be processed in accordance

with Salty Farmers' Sexual and other Unlawful Harassment Policy.

Salty Farmers assures that all employees filing a grievance or complaint can do so without fear of retaliation or reprisal.

## **2.7 Internal Communication**

Effective and ongoing communication within Salty Farmers is essential. As such, the Company maintains systems through which important information can be shared among employees and management.

Salty Farmers uses the Intranet and email to facilitate communication and share access to documents. For information on appropriate email and Internet usage, employees may refer to the Computer, Email, and Internet Usage policy.

All employees are responsible for checking internal communications on a frequent and regular basis. Employees should consult their supervisor with any questions or concerns on information disseminated.

## **2.8 Outside Employment**

Employees may hold outside jobs as long as the employee meets the performance standards of their position with Salty Farmers.

Unless an alternative work schedule has been approved by Salty Farmers, employees will be subject to the Company's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary.

Salty Farmers' property, office space, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

## **2.9 Anti-Retaliation and Whistleblower Policy**

This policy is designed to protect employees and address Salty Farmers' commitment to integrity and ethical behavior. In accordance with anti-retaliation and whistleblower protection regulations, Salty Farmers will not tolerate any retaliation against an employee who: Makes a good faith complaint, or threatens to make a good faith complaint, regarding the suspected Company or employee violations of the law, including discriminatory or other unfair employment practices; Makes a good faith complaint, or threatens to make a good faith complaint, regarding accounting, internal accounting controls, or auditing matters that may lead to incorrect, or misrepresentations in, financial accounting; Makes a good faith report, or threatens to make a good faith report, of a violation that endangers the health or safety of an employee, patient, client or customer, environment or general public; Objects to, or refuses to participate in, any activity, policy or practice, which the employee reasonably believes is a violation of the law; Provides information to assist in an investigation regarding violations of the

law; or Files, testifies, participates or assists in a proceeding, action or hearing in relation to alleged violations of the law.

Retaliation is defined as any adverse employment action against an employee, including, but not limited to, refusal to hire, failure to promote, demotion, suspension, harassment, denial of training opportunities, termination, or discrimination in any manner in the terms and conditions of employment.

Anyone found to have engaged in retaliation or in violation of law, policy or practice will be subject to discipline, up to and including termination of employment. Employees who knowingly make a false report of a violation will be subject to disciplinary action, up to and including termination.

Employees who wish to report a violation should contact their supervisor or the HR Director directly. Employees should also review their state and local requirements for any additional reporting guidelines.

Salty Farmers will promptly and thoroughly investigate and, if necessary, address any reported violation.

Employees who have any questions or concerns regarding this policy and related reporting requirements should contact their supervisor, the HR Director or any state or local agency responsible for investigating alleged violations.



### ***3. Employment Status & Recordkeeping***

#### **3.1 Employment Classifications**

For purposes of salary administration and eligibility for overtime payments and employee benefits, Salty Farmers classifies employees as either exempt or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are generally paid a fixed amount of pay for each workweek in which work is performed.

If you change positions during your employment with Salty Farmers or if your job responsibilities change, you will be informed by the HR Director of any change in your exempt status.

In addition to your designation of either exempt or non-exempt, you also belong to one of the following employment categories:

*Full-Time:* Full-time employees are regularly scheduled to work greater or equal to 40 hours per week. Generally, regular full-time employees are eligible for Salty Farmers' benefits, subject to the terms, conditions, and limitations of each benefit program.

*Part-Time:* Part-time employees are regularly scheduled to work less than 40 hours per week. Regular part-time employees may be eligible for some Salty Farmers benefit programs, subject to the terms, conditions, and limitations of each benefit program.

*Temporary:* Temporary employees include those hired for a limited time to assist in a specific function or in the completion of a specific project. Employment beyond any initially stated period does not in any way imply a change in employment status or classification. Temporary employees retain temporary status unless and until they are notified, by Salty Farmers Management, of a change.

#### **3.2 Employee Responsibilities**

- Manager on Dut (MOD):

Will be responsible for overseeing all daily operations including opening and closing procedures, inventory, cash handling, ordering, receiving, incident reporting, record keeping and maintaining order in the facility. As the Manager on Duty of Salty Farmers, the individual will be responsible for providing strategic direction for the dispensary by maintaining the day to day operations and driving results, all while exemplifying and executing on the company's values and culture. The Manager on Duty is responsible for creating an environment that ensures the highest standards of compliance, and maximum productivity and efficiency by translating and implementing company strategies, policies and procedures. The Manager on Duty will be responsible for taking phone calls.

- Inventory Manager (IM):

The Inventory Manager will maintain par levels of inventory in the showroom and FIFO methodology throughout the facility and maintain accurate inventory counts. The Inventory Manager will be responsible for overseeing the preparation and processing of product. The Inventory Manager will be responsible for making recommendations in regard to inventory overages and shortages. The Inventory Manager will assist the Manager on Duty with all opening and closing duties, inventory counts, receiving orders and maintaining the storage and processing area.

- Budtenders:

Budtenders will be responsible for helping customers locate the most appropriate product for their needs. Budtenders will be responsible for assisting security staff with the customer intake process. Budtenders will be responsible for cashing out customers and maintaining their cash drawer. Budtenders will be responsible for ensuring the customer experience is good and carrying on projecting Salty Farmers values and culture. Budtenders will be on the look out for suspicious or unruly behavior. Budtenders will be responsible for using the FIFO methodology in the showroom inventories. Budtenders will be responsible for maintaining cleanliness in the sales area and other areas of “Limited Access” depending on given responsibilities. Budtenders will be responsible for ensuring they have accurate daily cash outs.

- Security:

- Director of Security:

The Director of Security will be responsible for maintaining and implementing Salty Farmers security plan. In the event of any reportable incident, the Director of Security will be responsible for implementing procedures to remedy the incident and ensure it does not happen again. The Director of Security will be responsible for ensuring the randomization of delivery routes and will be present for cash transfers. The Director of Security will be responsible for performing monthly audits of security and fire equipment to ensure it is in proper working order.

- Security Staff:

Security Staff will be responsible for checking IDs and appointments, monitoring the retail space for theft, removal of unruly customers and assisting with the opening and closing process. Security Staff will be responsible for checking in and tracking customers. Security Staff will be responsible for ensuring all visitors are properly signed in and have proper identification. Security Staff will assist the facility in any reportable incident. Security staff will be responsible for the maintenance of general order within the retail space, as well as outside. Security Staff will be responsible for checking outside security features daily. As needed, Security Staff will be responsible for tracking delivery routes.

- Parking Lot Attendants:

Parking Lot Attendant will be responsible for ensuring all customers have an appointment and maintain the flow of traffic in the parking lot. After the appointment period is over, the parking lot attendant will still be responsible for maintaining the flow of traffic.

- Delivery Drivers:

Responsible for safely transporting products and payments received within the borders of the Commonwealth as needed.

### **3.3 Personnel Data Changes**

It is the responsibility of each employee to promptly notify their supervisor or the HR Director of any changes in personnel data. Such changes may affect your eligibility for benefits, the amount you pay for benefit premiums, and your receipt of important company information.

If any of the following have changed or will change in the coming future, contact your supervisor or the HR Director as soon as possible:

- Legal name
- Mailing address
- Telephone number(s)
- Change of beneficiary
- Exemptions on your tax forms
- Emergency contact(s)
- Training certificates
- Professional licenses

### **3.4 Termination of Employment**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Common circumstances under which employment is terminated include the following:

- Resignation - Voluntary employment termination initiated by an employee.
- Termination - Involuntary employment termination initiated by Salty Farmers. In most cases, Salty Farmers will use progressive disciplinary actions before dismissing an employee. However, certain actions warrant immediate termination.
- Layoff - Involuntary employment termination initiated by Salty Farmers for non-disciplinary reasons.
- Retirement - Voluntary employee termination upon eligibility for retirement.

Employees who intend to terminate employment with Salty Farmers, shall provide Salty Farmers with at least two weeks of written notice. Such notice is intended to allow the Company time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

Since employment with Salty Farmers is based on mutual consent, both the employee and Salty Farmers have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive their accrued pay in accordance with all federal, state and local laws.

Any employee who terminates employment with Salty Farmers shall return all files, records, keys, and any other materials that are the property of Salty Farmers.

Employee benefits will be affected by employment termination in the following manner:  
All accrued vested benefits that are due and payable at termination will be paid in accordance with applicable federal, state and local laws.

Some benefits may be continued at the employee's expense, if the employee elects to do so, such as healthcare coverage.

The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations of such continuation.

If you have any questions or concerns regarding this policy, direct them to the HR Director.

### **3.5 Policy For Immediate Dismissal**

Salty Farmers will immediately dismiss from employment any agent found to be diverting any Marijuana or Marijuana Products, engaging in unsafe practices with regard to operation of the RME, not adhering to the illegal drug and alcohol-free workplace policy, or upon conviction or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or like violation of the laws of another state, the United States or a military, territorial or Indian tribal authority. All such information will be communicated to the CCC immediately.

Cause for Immediate Dismissal:

- Diverting any Marijuana or Marijuana Products or cash.
- Engaging in unsafe practices with regard to operation of the RME.
- Not adhering to the drug and alcohol workplace policy.
- Upon conviction of a crime or entering into 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 like violation of the laws of another state, the United States or a military, territorial or Indian tribal authority. All such information will be communicated to the CCC immediately.

Salty Farmers' policy for immediate dismissal of a Marijuana Establishment Agent would be as follows:

- Notification to Agent of immediate dismissal.
- Immediate revocation of any access the Agent had to any RME operations.
- Document the incident and termination.
- Notify the CCC.



- Notify any RME Salty Farmers works with to inform them of the Agent's separation

### **3.6 Expense Reimbursement**

Salty Farmers reimburses employees for necessary expenditures and reasonable costs incurred in the course of doing their jobs. Expenses incurred by an employee must be approved in advance by the HR Director.

Some expenses that may warrant reimbursement include, but are not limited, to the following: mileage costs, air or ground transportation costs, lodging, meals for the purpose of carrying out company business, and any other reimbursable expenses as required by law. Employees are expected to make a reasonable effort to limit business expenses to economical options.

To be reimbursed, employees must submit expense reports to the HR Director for approval. The report must be accompanied by receipts or other documentation substantiating the expenses.

Questions regarding this policy should be directed to your supervisor.

## ***4. Working Conditions & Hours***

### **4.1 Company Hours**

Salty Farmers is open for business from Monday – Sunday 10:00 AM to 06:00 PM. This excludes holidays recognized by Salty Farmers. The standard workweek is 40 hours.

Supervisors will advise employees of their scheduled shift, including starting and ending times.

Business needs may necessitate a variation in your starting and ending times as well as in the total hours you may be scheduled to work each day and each week.

### **4.2 Emergency Closing**

At times, emergencies such as loss of product, severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of a work facility. The decision to close or delay regular operations will be made by Salty Farmers management.

When a decision is made to close the office, employees will receive official notification from their supervisor.

### **4.3 Safety**

Salty Farmers is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. Salty Farmers and all employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor.

Questions regarding this policy should be directed to your supervisor or the HR Director.

#### **4.4 Security**

The purpose of Salty Farmers' security policy is to protect Company assets and to maintain a safe working environment for all employees.

##### **(A.) Signage:**

- Signs will be posted around the perimeter of the property stating "Private Property - Violators Will Be Prosecuted", "No Loitering - Violators Will Be Prosecuted". No part of the operation will be visible to the naked eye from the exterior of the building.
- Areas of limited access will be clearly marked. Markings will consist of a sign that is 12 inches by 12 inches in size and clearly states, "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only" in clear font and letters no less than 1 inch in height.
- Hours of operation will clearly be posted on the main entrance door.

##### **(B.) Preventing Underage Sales:**

- Salty Farmers will ensure that any individual entering the facility will be 21 years of age or older by checking their government issued identification.
- During business hours the main entrance will be staffed with a security guard.
- Upon entering the building, customers will be met by the security guard in the entryway room. There they will present their ID.
- The security guard will scan the ID through the ID scanner.
- If the ID is valid, the security guard will then open the door to the showroom via his/her personalized electronic key fob.
- If the ID is not valid, the person/s will be denied entry, law enforcement notified and an incident report taken.
- This is the only way customers may enter and exit the facility. Customers will have present ID again at checkout.

##### **(C.) Additional Measures to Prevent Diversion of Marijuana:**

- All entry/exit doors and doors to limited access areas will remain locked at all times.
- All Marijuana, Marijuana products, materials used for production and waste will be stored in a way that is not accessible to unauthorized personnel.
- All entrances/exits and entry to secure areas will be secured with electronic locking mechanisms.

- Access to limited access areas will be restricted to employees, Agents or volunteers specifically permitted by Salty Farmers, agents of the CCC, state or local law enforcement.
- Employees will all have their own personalized electronic key fob. Access to secure areas will depend on role and responsibilities within the company.
- If at any point, any agent was to lose their electronic key. They must notify management immediately and the system will be updated and the alarm company notified.
- All employees and volunteers will be required to wear visible I.D. badges.
- Non-employees will also be required to sign in and sign out and return badges before exiting.
- Visitors log will be maintained daily and stored for up to two years.
- Each employee or Agent of the RME will wear a name tag and agent ID in a necklace lanyard when on premise or on deliveries.
- All products for sale will have the designated symbols from the Commission on the labeling stating these products are “Not Safe For Kids” and “Contains THC”.

(D.) Waste:

- All waste containing Marijuana or Marijuana Products will be put through a grinder in combination with cardboard at a 50/50 ratio, and grinded until deemed unusable.
- It will then be placed in turkey bags and put into black trash bags.
- The trash bags will be locked in a secure dumpster behind the RME under video surveillance with proper lighting.
- All waste from liquid products will be dumped into a 55 gallon plastic drum with a secure top, held in the facility and pumped out as needed by an approved vendor.
- Whenever waste is being disposed of, it will be done under video surveillance with at least two establishment agents present.
- These agents will be responsible for documenting how the waste was disposed of.

(E.) Additional Security Measures:

- Security measures will be checked daily to ensure everything is in proper working order, at the beginning and end of the day to ensure they are in proper working order and there is no signs of tampering by the manager on duty.
- If any security mechanisms were found to be not functioning properly, management would have to stay on site until the problem is resolved.
- There will be ample lighting around the Marijuana Establishment to keep the perimeter illuminated during evening hours.
- All exterior lighting will be checked daily.

(F.) Temporary Measures:

- Salty Farmers will implement an appointment only system in the opening phase.
- Appointments will be in 15 minute increments.
- Appointments may be made online on our website [www.saltyfarmers.com](http://www.saltyfarmers.com) or by telephone.
- The parking lot attendant will monitor to make sure all new patrons have an appointment.

## (2.) Cash Handling Procedures:

### (A.) Storage:

- There will be a safe dedicated to the storage of cash within the storage room.
- The cash storage safe and storage room will be under 24 hour video surveillance.
- The entrance/exits to the storage room will be under 24 hour video surveillance.
- The processing area where cash will be handled and prepared for cash transfer will be under 24 hour video surveillance.
- Cameras will be able to produce a clear image from recordings.
- Only the manager on duty will have access to the cash safe.

### (B.) Procedures for Cash Transfer to Financial Institution:

- Cash transfers to financial institutions will be scheduled every Monday and Thursdays as needed (If cash is in excess of \$50,000).
- Salty Farmers will keep at least \$25,000 on site at all times.
- Cash will be transported by a transport provider that is licensed pursuant to M.G.L. C. 147 25. 935 CMR 500.110(7).
- At no time will any Marijuana or Marijuana Products be transported with cash being transferred to our financial institution.
- The manager on duty will prepare cash for cash transfer prior to scheduled armored car pick up.
- The manager on duty will remove the cash.
- The manager on duty will count and band the cash.
- The manager on duty will attach totals receipts.
- The manager on duty will fill out deposit slips.
- The manager on duty will place both the cash, totals receipts and deposit slips into locked bank bags.
- The bank bag will be marked with our business name and address.
- The manager on duty will place the locked bank bags back into the cash safe.
- The manager on duty will update the cash log.
- Upon arrival of secure transport, the transporting agents will have to check in and get ID badges from the manager on duty.
- The manager on duty will walk the transporting agent into the storage room.
- The manager on duty will remove the counted and locked bank bags from the cash safe and hand them to the transporting agent.
- The manager on duty will escort the transporting agent to the exit.
- Before leaving the facility, the transporting agent will return their ID badge.
- The director of security will be present for all cash transfers.
- The director of security will stand between the building and armored vehicle to ensure a safe transfer of cash.
- Once the manager on duty has confirmed the director of security is in place, the transporting agent will transfer the cash to the armored vehicle for transport.

### (C.) Daily Cash Procedures:

- Doors will open for business at 10a.m.

- The manager on duty will arrive at 8a.m.
- After checking the security features, the manager on duty will prepare the daily banks for each Budtender/POS station.
- Each bank will consist of \$300 in the form of \$160 in \$20 bills, \$40 in \$10 bills, \$40 in \$5 bills, \$50 in \$1 bills and \$10 in quarters.
- Each budtender will be assigned a blue zip up cash bag, labeled with their name and employee number.
- There will be four banks prepared daily, one for each staffed budtender.
- The manager on duty will place each bank in the individual budtender cash bags.
- The manager on duty will then place the cash bags back in the cash safe to be held in the cash safe until 9a.m. when the budtenders arrive.
- The manager on duty will give each budtender their cash bag after they clock in at 9a.m.
- The budtenders will recount each bank before placing it in their cash drawer.
- There will be four cash pos stations.
- Each budtender will only process transactions at the station they cash in on.
- Each budtender will have their own individualized PIN number to access to the point of sale stations.
- Every two hours after opening, the manager on duty will collect all cash in excess of \$300 from each pos station.
- The manager on duty will place the cash in the budtender cash bags.
- The manager on duty will ensure that the cash taken from the point of sale stations will be matched to the employee who is signed into that stations individualized cash bag.
- The manager on duty will take the cash bags into the storage room.
- The manager on duty will count the cash in each bag.
- After the cash from a cash bag is counted, the manager on duty will place a receipt in each cash bag showing how much cash was counted.
- The manager on duty will band the cash.
- All cash will be banded in the following manner, \$100 bills x 10, \$50 bills x 20, \$20 bills x 25, \$10 bills x 25, \$5 bills x 20 and \$1 bills x 25. Change will be put in change bags.
- After the money has been banded, the manager on duty will put together the banded and counted cash with rubber bands and receipt showing the total count will be attached to each cash drop.
- The manager on duty will then update the cash log.
- The manager on duty will then return the cash bags to the budtenders.
- At the end of day, each budtender will count all the cash in their drawers.
- The budtenders will separate \$300 from the total and band it separately from the remaining cash.
- The budtender will place both the \$300 and the remaining cash in their individualized cash bag with the cash drop receipts.
- The budtender will then total the cash and cash drop receipts to get a daily cash total.
- The budtenders will then print a daily sales report from their pos station.
- The cash totals from the sales report and the cash bag should match.
- The budtenders upon completion of cash out must immediately hand the cash bags over to the manager on duty.
- The manager on duty will count each cash bag to check the budtenders counts.



- The manager on duty will band and rubber band the cash.
- The manager on duty will attach a receipt to each count.
- The manager on duty will deposit cash and receipts into the cash safe.
- The manager on duty will update the cash log.
- The manager on duty will store the cash bags in the cash safe as well.
- Budtenders must remain on site until they have received confirmation from the manager on duty that there are no problems with their cash out.
- If there are discrepancies, the manager on duty will file an incident report, notify law enforcement if deemed necessary, and an investigation launched.
- The manager on duty will contact the director of security to decide correct disciplinary action.

(D.) Petty Cash:

- \$500 will be held in petty cash.
- Petty cash will be kept in a labeled zip up blue bank bag in the cash safe.
- Only the Manager on Duty will have access to petty cash.
- Only the Manager on Duty may dispense petty cash.
- Receipts for any petty cash spent will be placed in the petty cash storage bag.
- Petty cash will be reconciled once a week by Authorized Accounting.
- Authorized Accounting will replenish petty cash weekly as needed.

(3.) Video Surveillance and Alarm System:

(A.) Video Surveillance:

- All areas used for the purposes of Marijuana and Marijuana Product production, sales, storage, their entrances and parking area will be monitored by video cameras 24 hours.
- The cameras will be monitored by a live monitoring service at all times.
- Cameras will show person/s entering/exiting these areas, person/s working in these areas, and the cameras will be angled in a way that makes a person easily identifiable.
- All foliage around the building will be managed in a way that doesn't obstruct the cameras view.
- Grassroot's Landscaping will be contracted to maintain the foliage.
- The system will have the capability to produce a clear still color photo and/or exportable image in industry standard format.
- A date and time stamp will be set to the correct date and time and is embedded on all recordings. Cameras will be monitored by a 24/7 video monitoring service in addition to recording on site.
- Cameras will record 24 hours a day in addition to live monitoring.
- Recordings will be retained for no less than 90 days on both the server and on a dedicated external hard drive and remain unaltered in any way.

(B.) Alarm System:

- A perimeter alarm will be installed on all of the buildings entry and exit points.
- The alarm system will be equipped with a panic button and a duress code for use in emergency situations by Salty Farmers' staff.

- The duress alarm will be a device that is physically and silently activated in the event of criminal activity.
- The duress code will be code different from the normal unlock code that silently sends a signal of duress to the alarm company. Both forms of backup will alert local law enforcement.
- The main alarm system will be installed by Baltic Security.
- The RME will have a second alarm system from Cape Cod Alarms capable of all the same features as the first supplied by different companies as a redundancy.

(C.) Additional Video Surveillance and Alarm System Requirements:

- Once every calendar 30 days the surveillance and security equipment will be checked by the director of security for any signs of tampering or malfunction, if not already reported to us from the security company.
- Security audit log will be updated and signed after every system check. If any equipment was found to be malfunctioning, the appropriate vendor notified an incident report taken and law enforcement notified if deemed to be potentially criminal by the director of security.
- The surveillance footage external hard drive will be stored securely in the electronic storage cabinet to prevent theft, loss, destruction or alteration and is easily accessible to management in the event they need to be reviewed for an incident and/or submitted to the commission for review.
- If the video surveillance system or either perimeter alarm suffers a failure the surveillance company will notify the proper authorities and personnel at Salty Farmers within 5 minutes.
- Manager on duty will remain on site until the system failure has been remedied.
- In the event of a total power failure, manager on duty will remain on site until power has been restored.
- In the event of any system failure, an incident report will be taken and shared with the proper authorities by the manager on duty.
- An annual audit of security features will be done by an approved third-party vendor and the findings will be reported to Commission in a format to be determined by them.

(4.) Storage:

(A.) Storage Room:

- The storage room (vault) will be located on site.
- The storage room will only be accessible via electronic entry.
- The storage room will be under 24 video surveillance inside and out.
- All products for sale and payments will be stored in the storage room, with the exception of inventory and cash in the showroom during hours of operation.
- Upon closing, showroom inventory and cash will be moved to the storage room.
- Solid waste materials will be stored in the secure dumpster outside.
- Liquid waste will be stored in a 55 gallon secure drum in the limited access receiving area.

- The storage room will remain locked at all times and only agents with approved permissions will have access.
- The room will remain clean at all times with adequate lighting, ventilation, and climate controls.
- The storage room will be sectioned off by category. Goods for sale and money.
- Goods for sale will be stored in locked cabinets within the room.
- The money will be stored in a mounted safe within the room. All doorways to the storage room will require electronic entry and will be logged.
- All goods waiting for disposal will be stored in a locked trash can in the processing room.
- All inventory, disposal and entryway logs will be kept for two years.
- All inventory will be tracked via Metrc.

(5.) Transportation:

(A.) Vehicle:

- The delivery vehicle will be owned by Salty Farmers and only used for the purposes of transporting Marijuana, Marijuana Products and cash.
- The vehicle will be properly registered, insured and inspected with all documentation kept readily available for the Commission to review, if they request.
- The exterior of the vehicle shall be unmarked, with no identifiable markings indicating it is used for the purpose of marijuana transporting.
- The vehicle will be equipped with an alarm system approved by the Commission and will have properly functioning climate controls.
- The vehicle shall be equipped with a two-way radio in addition to each transporting agent having a cell phone.
- Marijuana and/or Marijuana Products will be stored in the rear of the vehicle in mounted lock boxes.
- Edibles will be stored in the rear of the vehicle in a mounted locked cooler boxes.
- All monies received for delivery of products will be stored in the rear of the vehicle in a mounted lock box.
- All products and money being transported will not be visible from the outside of the vehicle.
- There will be a video recording system within the vehicle.
- Prior to departing for a delivery, and immediately after the departure, the communication and security devices will be tested by transporting agents to ensure they are in proper working order.
- In the event any of the devices malfunction, the delivery shall be cancelled until all devices are properly functioning.
- If any of the devices were to fail during transportation, the vehicle would immediately return to the originating establishment.
- The vehicle will be inspected by the Commission prior to the first delivery being made and after any alterations made to the storage compartments. Representatives of the Commission and other state agencies acting within their jurisdiction and emergency responders shall have access to the vehicle and its manifests, as necessary.

(B.) Product/Cash/Vehicle Tracking:

- Both the selling and buying parties are responsible for making sure all products are related back to the seed to sale tracking program approved by the Cannabis Control Commission ("Commission").
- The originating establishment must weigh, inventory, and account for, on video, all marijuana and marijuana products prior to leaving the establishment. This must be done under video surveillance, and recording must show all marijuana and marijuana products being weighed, the weight and the manifest.
- All marijuana products must be packaged in sealed, labeled and tamper or child resistant packaging prior to and during transportation.
- Every delivery will have its own delivery manifest. These delivery manifests will be filled out in triplicate, the original manifest will stay with the originating establishment, a second copy of the manifest will be given to the destination establishment upon arrival. The third copy of the manifest will be kept with the transporting agents during delivery and returned to the originating establishment upon return.
- Prior to departure a copy of the manifest will also be sent via facsimile or email to the destination establishment from the originating establishment.
- Upon arrival to the originating establishment, the agent from the destination establishment shall compare the manifest produced by the transportation agents to the copy transmitted by facsimile or email.
- The delivery manifest will document all stops.
- The delivery manifest will describe the duration, reason and length of stop and activities of personnel exiting the vehicle.
- All delivery manifests will be maintained for a minimum of two years.
- The delivery Agents are responsible for contacting Salty Farmers establishment after every stop made and/or every 30 minutes and keeping the Delivery Manifest up to date.
- A GPS tracking device will be permanently affixed to the vehicle.
- There will be a designated Marijuana Establishment Agent responsible for monitoring the GPS device and logging all communications with the transporting Agents.
- The Delivery Manifest will include the following information:
  - Originating establishments name, address and registration number.
  - Names and registration numbers of transporting agents.
  - Name and registration number of agent who prepared the manifest.
  - Destination establishment name, address and registration number.
  - Description of Marijuana Products being transported, including weight and form or type of product.
  - Mileage from originating establishment, mileage at destination establishment and mileage upon return to originating establishment.
  - Date and time of departure from originating establishment and date and time of arrival at destination establishment for each transportation.
  - Signatures from receiving agents.
  - Weight and count before departure and on receipt.
  - Date and time transporting products were re-weighed and re-inventoried.
  - Name and registration number of agent who re-weighed and re-inventoried products at destination establishment.

- Transporting vehicles make, model and license number.

(C.) Vehicle Staffing Requirements:

- The transportation vehicle will be staffed with two registered Marijuana Establishment Agents at all times.
- Both Agents are required to carry at all times their registered Agent I.D. cards, name tags and must have valid driver licenses in good standing and issued by the Massachusetts RMV for the vehicles the agents will operate.
- One of the agents will remain in the vehicle at all times when there is Marijuana, Marijuana Products and payments received present in the vehicle.
- Transporting agents must report any discrepancies or vehicle accidents within 24 hours to the Commission and law enforcement authorities.

(D.) Additional Transportation Requirements:

- Marijuana, Marijuana Products and monies shall only be transported by registered Marijuana Establishment Agents to registered Recreational Marijuana Establishments
- All routes must be randomized and remain within the Commonwealth.
- Any product deemed undeliverable will be returned to its originating establishment.
- At no time will Marijuana or Marijuana Products be transported at the same time as cash is being transported for deposit to a financial institution or DOR facility.
- Product and monies will not be stored together.
- There shall not be any firearms or other products transported while there is Marijuana or Marijuana Products being transported.
- If transporting Marijuana or Marijuana products for other establishments, the product for each establishment will be stored in separate locked compartments and each with its own manifest.
- All deliveries will be reweighed and inventoried upon reception. Salty Farmers' agents shall ensure that all products are properly tracked, inventoried and packaged at the originating establishment before transportation.

(6.) Generator:

(A.) Salty Farmers will utilize an onsite generator that is capable of turning on automatically in the event of a power outage and will be large enough to power security features and emergency lighting.

(7.) Emergency Procedures:

(A.) Plan for Loss of Marijuana or Marijuana Product at Retail Facility:

- The facility would immediately cease operations.
- The security guard would be responsible for ensuring all non-personnel were evacuated and all exterior doors secured.
- The manager on duty would at the same time contact law enforcement and the director of security.
- All staff will comply with all law enforcement.



- Budtenders would commence the cash out process.
- The manager on duty and inventory manager would conduct a count of all inventory.
- The manager on duty will file an incident report.
- No staff may leave until a full incident report has been taken.
- An internal investigation would be launched by the director of security as to the root of the problem and a remedy.
- Operations will not re-commence until the investigation is complete and Salty Farmers can ensure that the incident will not occur again.

(B.) Plan for Loss of Marijuana or Marijuana Product During Transportation:

- If at any point during the transportation of product there were a loss of product, the transporting agents would stop the vehicle immediately if not stopped already.
- One agent would contact law enforcement, one agent would contact the manager on duty.
- The manager on duty would contact the director of security.
- Once a full police report has been taken, the transporting agents will return with the vehicle to Salty Farmers establishment if the vehicle is not in the custody of law enforcement pending an investigation.
- Upon return to the establishment, the transporting agents will immediately communicate the event to the manager on duty.
- If Salty Farmers has possession of the vehicle, an inventory of any product in the vehicle will be taken.
- The manager on duty will file an incident report.
- The transporting agents must remain at the establishment until the completion of the incident report.
- An internal investigation would be launched by the director of security as to the root of the problem and a remedy.
- Transportation operations will not re-commence until the investigation is complete and Salty Farmers can ensure that the incident will not occur again.

(C.) Evacuation:

- Evacuation will be initiated by sounding of either the fire or security alarm, or by verbal announcement from the manager on duty.
- In the event of fire or other emergency, ALL employees and patrons shall evacuate immediately.
- In the event of an emergency, the Security Guard and Manager on Duty are to remain in the workplace to shutdown or monitor critical operations before they evacuate if deemed safe by the security personnel.
- In the event of an emergency, employees and patrons shall evacuate by means of the nearest available marked exit.
- Portable fire extinguishers are provided in the workplace for employee use. In the event of fire, any employee may use extinguishers to attempt to extinguish the fire before evacuating.
- No Salty Farmers personnel are assigned to perform medical or rescue duties during emergency evacuation situations.

- After an emergency evacuation, employees and patrons are to gather on the sidewalk in between the entrance/exits of the parking lot.
- A head count of all Salty Farmers employees and patrons will be taken to account for all persons.

(D.) Post Evacuation Procedures:

- When the building is deemed safe for re-entry by law enforcement or other public safety officials, Salty Farmers employees will re-enter the establishment.
- The Budtenders will commence cash out procedures.
- The Manager on Duty and the Inventory Manager would conduct a count of all inventory.
- The Manager on Duty will take a full incident report.
- All staff must remain at the establishment until a full incident report has been taken.
- An internal investigation would be launched by the Director of Security as to the root of the problem and a remedy.
- Operations will not re-commence until the investigation is complete and Salty Farmers can ensure that the incident will not occur again.

(E.) Fire Prevention.

- Smoke and fire alarms to be tested on a monthly basis.
- Fire extinguishers and the fire suppression system to be tested/ inspected on an annual basis.
- The Security Director will perform and document an annual Fire Evacuation Drill in consultation with the Eastham Fire Department.
- Fire Evacuation Maps will be clearly posted around the Salty Farmers Facility and agents should review the maps on an ongoing basis.

(F.) Contamination and Deficiency Statements:

- Contact information and procedures for notification of Eastham police/fire/ems, Eastham Board of Health and the Cannabis Control Commission.
- All proper public safety and health officials and connected wholesale suppliers will be notified by telephone and email immediately following the finding of any contamination of any products.
- Any contaminated or deficient products will immediately be separated from the rest of the inventory to prevent any cross contamination, and either destroyed or held in quarantine for investigation.
- An incident report would be filed in the case of any contamination or deficiency event.

(G.) Plan for Correction:

Within 10 days of any reportable incident as listed in Security Plan (8.)(A.)(2.), Salty Farmers will provide an incident report to the commission in a form and manner determined by the commission, and will include the following;

- Details of incident
- Corrective actions taken
- Confirmation the appropriate authorities were notified

- All supporting documents related to any reportable incident as listed in Security Plan (8.)(A.)(2.).
- Records of any reportable incidents will be kept for 1 year or the duration of an open investigation of the incident, whichever is longer.
- Manager on duty will be responsible for properly documenting any reportable incident as listed in Security Plan (8.)(A.)(2.).
- If the Commission were to deem Salty Farmers plan for correction unacceptable, Salty Farmers would have to submit a new plan with five days.

(H.) Quarantine Orders:

- Pursuant to M.G.L. c. 94G, § 4(a)(xix) and (a1/2)(xxxi), if Salty Farmers receives a Quarantine Order from the Commission or Commission Delegee:
- Salty Farmers would comply with the requirements of the order and, if requested by the Commission, post notice at public entrances to the establishment or other notice in a form and manner determined by the Commission or Commission Delegee.
- Products will be placed in sealed plastic tubs in the processing area for Quarantine until the product has been picked up for return or destroyed, pending orders from the Commission or Commission Delegee.

(8.) Incident reporting:

(A.) Reportable Incidents:

Salty Farmers will report any breach of security or any other reportable incident to all appropriate law enforcement authorities and to the CCC immediately, and not longer than 24 hours after the occurrence of the incident.

Reportable incidents will include:

- Discovery of inventory discrepancies.
- Diversion, theft or loss of any marijuana product or cash.
- Any criminal action involving or occurring on or in the marijuana establishment premises, licensee or agent.
- Any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person.
- Unauthorized destruction of marijuana or marijuana products.
- An alarm activation or other event that requires response by public safety personnel, including but not limited to local enforcement, police and fire departments, public works or municipal sanitation departments and municipal inspectional services departments, or security personnel privately engaged by the marijuana establishment.
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours.
- Any other security breach.

(B.) Incident Reporting:

Within 10 days of any reportable incident as listed in Security Plan (8.)(A.)(2.), Salty Farmers will provide an incident report to the commission in a form and manner determined by the commission, and will include the following;

- Details of incident
- Corrective actions taken
- Confirmation the appropriate authorities were notified
- All supporting documents related to any reportable incident as listed in Security Plan (8.)(A.)(2.).
- Records of any reportable incidents will be kept for 1 year or the duration of an open investigation of the incident, whichever is longer.
- Manager on duty will be responsible for properly documenting any reportable incident as listed in Security Plan (8.)(A.)(2.).
- If the Commission were to deem Salty Farmers plan for correction unacceptable, Salty Farmers would have to submit a new plan with five days.

(9.) Policy For Immediate Dismissal:

(A.) Cause for Immediate Dismissal:

- Diverting any Marijuana, Marijuana Products or cash.
- Engaging in unsafe practices with regard to operation of the RME.
- Not adhering to the drug and alcohol workplace policy.
- Upon conviction of a crime or entering into a guilty plea, plea of nolo-contendre or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or like violation of the laws of another state, the United States or a military, territorial or Indian tribal authority. All such information will be communicated to the CCC immediately.

(B.) Policies for Immediate Dismissal:

- Contact law enforcement if deemed necessary.
- Notification to Agent of immediate dismissal.
- Immediate revocation of any access the Agent had to any RME operations by notifying the alarm company to revoke all electronic accesses.
- Document the incident and termination.
- Notify the CCC.
- Notify any RME Salty Farmers works with to inform them of the Agent's separation.
- Request search of persons and belongings if it is believed that the Agent is in possession of Salty Farmers inventory.

Employees are not permitted on company property after hours without prior written authorization from the HR Director.

#### **4.5 Meal & Break Periods**

In accordance with state and local laws, non-exempt employees will be provided with meal and break periods. Break periods of less than 20 minutes will be paid. Break periods lasting longer than 20 minutes will be unpaid.

Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid break and meal periods of more than 20 minutes. If for any reason a

non-exempt employee does not take the applicable meal and rest period that they are provided, the employee must notify his or her supervisor immediately. Salty Farmers will schedule meal and break periods in order to accommodate Company operating requirements.

#### **4.6 Meal Periods (Massachusetts Employees)**

Employees are entitled to a 30-minute meal period within 6 hours of beginning work. For non-exempt employees, meal periods are unpaid. Non-exempt employees must record the beginning and ending of their meal periods using Salty Farmers' timekeeping system. Non-exempt employees must be fully relieved of their job responsibilities and are not permitted to work during unpaid meal periods. If for any reason a non-exempt employee does not take the meal period that they are provided, the employee must notify his or her supervisor immediately. Supervisors will schedule meal periods in order to accommodate the Company's operating requirements.

#### **4.7 Break Time for Nursing Mothers**

Salty Farmers accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Company will provide a designated room, other than a bathroom, that is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

For questions related to this policy, please contact the HR Director.

### ***5. Employee Benefits***

#### **5.1 Health Insurance Continuation**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law that requires most employers sponsoring group health plans to offer a temporary continuation of group health coverage when coverage would otherwise be lost due to certain specific events.

Through COBRA, employees and their qualified beneficiaries have the right to continue group health insurance coverage after a "qualifying event." The following are qualifying events:

- Resignation or termination of the employee
- Death of the covered employee
- A reduction in the employee's hours
- For spouses and eligible dependents, the employee's entitlement to Medicare
- Divorce or legal separation of the covered employee and his or her spouse
- A dependent child no longer meeting eligibility requirements under the group health plan

Under COBRA, the employee or beneficiary pays the full cost of health insurance coverage at



's group rates plus an administration fee.

Notification Requirements:

- The employee, or family member, has the responsibility to inform the Company of a divorce, legal separation, or a child losing dependent status.
- The employee, or a family member, has 60 days after the qualifying event to provide such notice, unless a longer period is permitted under rules of the plan.
- Employee has the responsibility to notify the Plan Administrator of the employee's death, termination of employment, or reduction in hours.
- Once the notification has been made to the Plan Administrator, the Plan Administrator will inform the employee that he or she has the right to choose continuation of coverage.

If employees choose to continue coverage, Employer is required to provide coverage that is identical to the coverage provided under the plan to similarly situated employees or family members.

Period of Coverage:

Continuation of coverage is extended from the date of the qualifying event for a period of 18 to 36 months. The length of time for which continuation coverage is made available (i.e., the "maximum period" of continuation coverage) depends on the type of qualifying event that gave rise to the employee's COBRA rights.

An employee's continuation of coverage may be cut short for any of the following reasons:

- no longer provides group health coverage to any of its employees
- The premium for the employee's continuation coverage is not paid in full on a timely basis
- The employee becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition
- The employee becomes entitled to Medicare

This policy provides a summary of health insurance continuation benefits. Actual coverage is determined by the express terms of the plan documents. We encourage both you and your family to review the plan's Summary Plan Description (SPD) materials carefully.

If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Employer reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For further details on health insurance continuation available through Employer, as well as copies of the plan documents, contact the HR Director.

Salty Farmers' group rates plus an administration fee. The employee, or family member, has the responsibility to inform the HR Director of a divorce, legal separation, or a child losing dependent status within 60 days of the event. Salty Farmers has the responsibility to notify the Plan Administrator of the employee's death, termination of employment, or reduction in hours. Once the notification has been made to the Plan Administrator, the Plan Administrator will inform the employee that he or she has the right to choose continuation of coverage. If

employees choose to continue coverage, Salty Farmers is required to provide coverage that is identical to the coverage provided under the plan to similarly situated employees or family members.

**Period of Coverage:** Continuation of coverage is extended from the date of the qualifying event for a period of 18 to 36 months. The length of time for which continuation coverage is made available (i.e., the "maximum period" of continuation coverage) depends on the type of qualifying event that gave rise to the employee's COBRA rights.

An employee's continuation of coverage may be cut short for any of the following reasons:

- Salty Farmers no longer provides group health coverage to any of its employees
- The premium for the employee's continuation coverage is not paid in full on a timely basis
- The employee becomes covered under another group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition
- The employee becomes entitled to Medicare

This policy provides a summary of health insurance continuation benefits. Actual coverage is determined by the express terms of the plan documents. We encourage both you and your family to review the plan's Summary Plan Description (SPD) materials carefully. If there are any conflicts between the handbook or summaries provided and the plan documents, the plan documents will control. The Company reserves the right to amend, interpret, modify or terminate any of its employee benefits programs without prior notice to the extent allowed by law.

For further details on health insurance continuation available through Salty Farmers, as well as copies of the plan documents, contact the HR Director.

## **5.2 Holidays**

Salty Farmers observes the following paid holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

Due to the nature of our business, Salty Farmers may require employees to work on a holiday. Employees required to work on holidays will be paid holiday pay in accordance with applicable laws.

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

Paid Time Off (PTO) is an all-purpose time off policy for eligible employees to use for vacation, illness, injury, or personal business. PTO combines traditional vacation and sick leave plans into

one flexible, inclusive policy. PTO is payable in the same manner as the regular salary and is subject to the same withholding elections.

Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy: Full-time employees only

Upon entering an eligible employment classification, employees become eligible for Paid Time Off after 90 days of employment.

Employees are entitled to vacation and personal days as set forth in their Employment Agreement. Employees must receive approval for paid time off by requesting time off from their manager, at least two weeks prior to the requested days off, and receive approval from the employee's manager. Approvals for paid time off shall not be unreasonably denied provided there is sufficient coverage to support the day to day operations of the business during the employee's absence.

Paid time off is paid at your base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differential.

Employees with an unexpected need (i.e. sudden illness or emergency) to request PTO should notify their direct supervisor as early as possible. Employees must also contact their direct supervisor on each additional day of absence.

Work-related accidents and illness are covered by Workers' Compensation Insurance, pursuant to the requirements of the laws in the state(s) in which Salty Farmers operates. The PTO policy outlined above does not apply to those illnesses or injuries that are covered by an applicable Workers' Compensation policy.

## **5.4 Bereavement Leave**

Bereavement leave provides paid time off for eligible employees in the event of a death in their immediate family. Employees in the following employment classification(s) are eligible for bereavement leave: Full-time employees only

An immediate family member for purposes of Salty Farmers' bereavement leave policy includes the following:

- Spouse
- Child (including foster children and step-children)
- Parent (including legal guardian and step-parent)
- In-laws (including mother and father-in-laws and brother and sister-in-laws)
- Grandparent
- Grandchild
- Sibling
- Partner

- Uncle
- Aunt

Eligible employees are entitled to 3 days paid time off for a death in the immediate family. Because of the deep impact that death can have on an individual or a family, additional unpaid time off may be granted on a discretionary basis. Such arrangements must be approved by the employee's supervisor.

To be eligible for paid time off for bereavement, employees are expected to notify their supervisors at the earliest opportunity so that the supervisor can try to arrange coverage for the employee's absence. In rare circumstances, Salty Farmers may require verification of the need for the leave.

### **5.5 Military Leave**

Salty Farmers grants employees time off for service, training and other obligations in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and any other applicable state law.

All employees requesting time off for military service must provide advance notice to their immediate supervisor, unless military necessity prevents such notice or it is otherwise impracticable. Continuation of health insurance benefits is available during military leave subject to the terms and conditions of the group health plan and applicable law.

Employees are eligible for reemployment for up to five years from the date their military leave began. The period an individual has to apply for reemployment or report back to work after military service is based on time spent on military duty and on applicable law. For reinstatement guidelines, contact the HR Director.

Employees who qualify for reemployment will return to work at a pay level and status equal to that which they would have attained had they not taken military leave. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Salty Farmers complies with all rights and protections under all applicable state laws granting time off for service, training and other obligations in the uniformed services. This includes, but is not limited to, benefits entitlement and continuation, notice and recertification requirements, and reemployment application requirements.

Questions regarding this policy should be directed to the HR Director.

### **5.6 Jury Duty**

Salty Farmers encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence.

Employees on jury duty must report to work on workdays, or parts of workdays, when they are not required to serve. Either Salty Farmers or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

Jury duty will be paid if required by applicable state law. If paid, jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

### **5.7 Jury Duty Leave (Massachusetts Employees)**

Salty Farmers encourages employees to fulfill their civic responsibilities when called upon to serve as a juror. Employees must provide their immediate supervisor with a copy of their jury summons as soon as possible so that the supervisor may make arrangements to accommodate their absence. Either Salty Farmers or the employee may request an excuse from jury duty if it is determined that the employee's absence would create serious operational difficulties.

If you report for jury duty and/or serve on a jury, you will be granted paid time off for the first 3 days of jury service, or part thereof. Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Additional time off exceeding 3 days will be unpaid; however, employees may opt to use accrued paid time off for this purpose.

### **5.8 Workers' Compensation**

Employees who are injured on the job at Salty Farmers are eligible for Workers' Compensation benefits. Such benefits are provided at no cost to employees and cover any injury or illness sustained in the course of employment that requires medical treatment. Employees who sustain work-related injuries or illnesses must notify their supervisor immediately so that Salty Farmers can notify the workers' compensation insurance carrier as soon as possible.

Lost time or medical expenses incurred as a result of an accident or injury which occurred while an employee was on the job will be compensated for in accordance with workers' compensation laws. This protection is paid for in full by Salty Farmers. No premium is charged for this coverage and no individual enrollment is required.

All job-related accidents or illnesses must be reported to an employee's supervisor immediately upon occurrence. Supervisors will then immediately contact the HR Director to obtain the required claim forms and instructions.

### **5.9 Court Attendance Leave (Massachusetts Employees)**

Employees may be eligible for leave if they are subpoenaed to testify as a witness or victim in a criminal proceeding. To the extent possible, employees must provide his or her supervisor with notice of their need for leave under this policy as soon as possible after receipt of the subpoena. Leave is unpaid; however, employees may use accrued paid time off for this purpose. Employees



must be prepared to provide Salty Farmers with certification to verify the employee's eligibility for the leave requested.

#### **5.10 Parental Leave (Massachusetts Employees)**

Employees may be eligible to take up to eight weeks of leave as necessary following the birth of a child, adoption of a child under the age of 18 (or 23 if the child has a mental or physical handicap), or placement of a child with the employee pursuant to a court order. If both parents work for Salty Farmers, the employees will be limited to a total of eight weeks of parental leave for the birth or adoption of the child. To be eligible, employees must have completed at least three consecutive months of full-time employment with Salty Farmers. To the extent possible, employees must provide two weeks advance notice of their need for leave and intended return date. Employees must be prepared to provide Salty Farmers with certification to verify the employee's eligibility for the leave requested. Leave is unpaid; however, employees may use accrued paid time off for this purpose. Upon return from leave, employees will generally be restored to their previous position, or a similar position with the same status, pay, length of service credit and seniority as of the date of leave unless economic conditions or other changes in operating conditions affect employment during the period of leave. To the extent allowed by law, leave under this policy runs concurrently with leave provided under the Federal Family and Medical Leave Act. For questions regarding leave, please contact your supervisor or the HR Director.

#### **5.11 Paid Sick Leave (Massachusetts Employees)**

Employees may be entitled to up to 40 hours of paid sick leave per calendar year.

To be eligible for paid sick leave, employees must work for the Company for 90 days. On and after the 90th day, employees may use sick leave as it accrues under Massachusetts state law. Employees may take up to 40 hours of accrued paid sick leave in each year of employment to:

- Care for a physical or mental illness, injury, or medical condition that is affecting the employee or the employee's child, spouse, parent, or parent in-law
- Attend a routine medical appointment for the employee or for the employee's child, spouse, parent, or parent in-law
- Address the psychological, physical or legal effects of domestic violence.

Employees accrue paid sick leave at a rate of one hour for every 30 hours worked. Employees may generally carry over up to 40 hours of accrued sick leave into the following calendar year; however, employees may not use more than 40 hours of paid sick leave per calendar year. Upon separation from Salty Farmers, employees are not entitled to be compensated for accrued, but unused paid sick days.

Notice: To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. For leave that is more than 24 consecutive scheduled work hours, employees must provide written notice of such leave. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

*Benefits Continuation:* Leave under this policy will not constitute a break in the employee's continuous service for the purpose of Salty Farmers benefits and seniority.

*Job Restoration:* Upon expiration of the leave, an employee will generally be reinstated to his or her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

*Relationship with Other Leave Policies:* For questions regarding the interplay between your entitlement to leave under other laws, regulations or company policies and your entitlement to leave under this policy, please contact the HR Director.

## **5.12 Pregnancy Accommodation Policy (Massachusetts Employees)**

Beginning April 1, 2018, employees who are limited in their abilities to perform their jobs because of pregnancy or pregnancy-related conditions are entitled to request a reasonable accommodation as is necessary. Where appropriate, Salty Farmers will provide eligible employees with reasonable accommodations in order to perform the essential functions of the job. Reasonable accommodations may include, but are not limited to:

- More frequent or longer breaks
- Time off to attend to a pregnancy complication or recover from childbirth
- Acquisition or modification of equipment or seating
- Temporary transfer to a less strenuous or hazardous position
- Job restructuring
- Light duty
- Private space for expressing breast milk
- Assistance with manual labor
- A modified work schedule

Depending on the nature of the accommodation requested, employees should be prepared to provide Salty Farmers with medical certification to verify the need and duration for the accommodation requested. Salty Farmers will not require certification for the following pregnancy-related accommodation requests:

- More frequent restroom, food, or water breaks
- Seating
- Limits on lifting more than 20 pounds
- Private space for expressing breast milk

If an employee takes leave as an accommodation, the leave is unpaid; however, employees may use accrued paid time off for this purpose. To the extent allowed by law, leave taken under this policy runs concurrently with leave provided under other applicable laws. Upon expiration of leave taken under this policy, an employee will generally be reinstated to her position with equivalent seniority, benefits, pay and other terms and conditions of employment.

The Company will not retaliate against an employee who requests, declines, or uses a reasonable accommodation under this policy. Employees should speak with the HR Director to discuss their need for a reasonable accommodation or for questions regarding this policy.

### **5.13 Time Off for Veterans (Massachusetts Employees)**

Employees who are veterans may be eligible to take time off to observe Veterans Day if the employee would otherwise be required to work on that day. Additionally, veterans may also be entitled to sufficient time off so they can participate in an exercise, parade, or service in their community on Memorial Day.

Notice: Employees must provide reasonable advance notice of the need for such leave.

Pay: Time off under this policy is unpaid; however, employees may use accrued paid time off for this purpose.

Exceptions: This policy doesn't apply to employees whose services are essential and critical to the public health or safety and determined to be essential to the safety and security of Salty Farmers or the property of Salty Farmers.

Retaliation Prohibited: Salty Farmers will not retaliate against, or interfere with, employees exercising their rights under the law.

For questions regarding your entitlement to leave under this policy or the procedures for requesting such leave, please contact the HR Director.

## ***6.Employee Conduct***

### **6.1 Standards of Conduct**

Salty Farmers' rules and standards of conduct are essential to a productive work environment. As such, employees must familiarize themselves with, and be prepared to follow, the Company's rules and standards.

While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct, may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal/possession of property
- Falsification of timekeeping records
- Possession, distribution, sale, transfer, manufacture or use of alcohol or illegal drugs in the workplace
- Fighting or threatening violence in the workplace
- Making maliciously false statements about co-workers
- Threatening, intimidating, coercing, or otherwise interfering with the job performance of fellow employees or visitors
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Excessive absenteeism
- Unauthorized use of telephones, computers, or other company-owned equipment on working time. Working time does not include break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks.
- Unauthorized disclosure of any "business secrets" or other confidential or non-public proprietary information relating to the Company's products, services, customers or processes. Wages and other conditions of employment are not considered to be confidential information.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Other forms of misconduct not listed above may also result in disciplinary action, up to and including termination of employment. If you have questions regarding Salty Farmers' standards of conduct, please direct them to your supervisor or the HR Director.

### **6.2 Disciplinary Action**

Disciplinary action at Salty Farmers is intended to fairly and impartially correct behavior and performance problems early on and to prevent reoccurrence.

Disciplinary action may involve any of the following: verbal warning, written warning, suspension with or without pay, and termination of employment, depending on the severity of the problem and the frequency of occurrence. Salty Farmers reserves the right to administer disciplinary action at its discretion and based upon the circumstances.

Salty Farmers recognizes that certain types of employee behavior are serious enough to justify termination of employment, without observing other disciplinary action first.

These violations include but are not limited to:

- Workplace violence
- Harassment
- Theft of any kind
- Insubordinate behavior
- Vandalism or destruction of company property
- Presence on company property during non-business hours
- Use of company equipment and/or company vehicles without prior authorization
- Indiscretion regarding personal work history, skills, or training
- Divulging Salty Farmers business practices or any other confidential information
- Any misrepresentation of Salty Farmers to a customer, a prospective customer, the general public, or an employee

### **6.3 Confidentiality**

Salty Farmers takes the protection of Confidential Information very seriously. “Confidential Information” includes, but is not limited to, computer processes, computer programs and codes, customer lists, customer preferences, customers’ personal information, company financial data, marketing strategies, proprietary production processes, research and development strategies, pricing information, business and marketing plans, vendor information, software, databases, and information concerning the creation, acquisition or disposition of products and services.

Confidential Information also includes the Company’s intellectual property and information that is not otherwise public. Intellectual property includes, but is not limited to, trade secrets, ideas, discoveries, writings, trademarks, and inventions developed through the course of your employment with Salty Farmers and as a direct result of your job responsibilities with Salty Farmers. Wages and other conditions of employment are not considered to be Confidential Information.

To protect such information, employees may not disclose any confidential or non-public proprietary information about the Company to any unauthorized individual. If you receive a request for Confidential Information, you should immediately refer the request to your supervisor.

The unauthorized disclosure of Confidential Information belonging to the Company, and not otherwise available to persons or companies outside of Salty Farmers, may result in disciplinary action, up to and including termination of employment. If you leave the Company, you may not disclose or misuse any Confidential Information.



This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Questions regarding this policy should be directed to the HR Director.

#### **6.4 Personal Appearance**

The purpose of Salty Farmers' personal appearance policy is to ensure a safe and sanitary workplace for all employees. Salty Farmers strives to maintain a professional working environment that promotes efficiency, positive employee morale and promotes a professional image. During business hours or when representing Salty Farmers, employees are expected to use common sense and good judgment in order to meet the goals of this policy.

Generally, employees should wear appropriate clothing, observe high standards of personal hygiene, and dress and groom themselves according to the requirements of their positions. While not intended to be an all-inclusive list, the examples below are considered appropriate workplace attire:

Navy blue Salty Farmers t-shirt or long sleeve. Khaki pants. Athletic or casual footwear. No high heels, flip flops or open toed footwear.

If management designates "casual days," an employee's casual dress must still be clean, neat and project a professional image.

Generally, employees should maintain a clean and neat appearance and should refrain from wearing stained, wrinkled, frayed, or revealing clothing to the workplace. Employees are urged to use their discretion when determining what is appropriate to wear to work. Employees who wear inappropriate attire to work may be sent home to change their clothing.

Salty Farmers understands that in certain situations, the Company may need to make exceptions to this policy based on an employee's religion, disability, or other characteristic protected under federal, state or local law. In accordance with all applicable laws, the Company will make every effort to provide reasonable accommodation as necessary unless doing so would cause an undue hardship on Salty Farmers.

Questions regarding appropriate workplace attire should be directed to your supervisor or the HR Director.

#### **6.5 Workplace Violence**

Salty Farmers strictly prohibits workplace violence, including any act of intimidation, threat, harassment, physical violence, verbal abuse, aggression or coercion against a coworker, vendor, customer, or visitor.

Prohibited actions, include, but are not limited to the following examples:

- Physically injuring another person

- Threatening to injure another person
- Engaging in behavior that subjects another person to emotional distress
- Using obscene, abusive or threatening language or gestures
- Bringing an unauthorized firearm or other weapon onto company property
- Threatening to use or using a weapon while on company premises, on company-related business, or during job-related functions
- Intentionally damaging property

All threats or acts of violence should be reported immediately to your supervisor or security personnel. Employees should warn their supervisors or security personnel of any suspicious workplace activity that they observe or that appears problematic. Employee reports made pursuant to this policy will be kept confidential to the maximum extent possible. Salty Farmers will not tolerate any form of retaliation against any employee for making a report under this policy. Salty Farmers will take prompt remedial action, up to and including immediate termination, against any employee found to have engaged in threatening behavior or acts of violence.

## **6.6 Drug & Alcohol Use**

Salty Farmers is committed to maintaining a workplace free of substance abuse. No employee is allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs, as defined by federal law, on any property owned by or leased on behalf of Salty Farmers, or in any vehicle owned or leased on behalf of Salty Farmers.

The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to safely perform his or her job. Employees should inform their supervisor if they believe their medication will impair their job performance, safety or the safety of others, or if they believe they need a reasonable accommodation when using such medication.

Salty Farmers will not tolerate employees who report for duty while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to their supervisor or the HR Director immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required to report the violation. Failure to do so may result in disciplinary action, up to and including termination of employment.

As a part of our effort to maintain a workplace free of substance abuse, Salty Farmers employees may be asked to submit to a medical examination and/or clinical testing for the presence of alcohol and/or drugs. Within the limits of federal, state, and local laws, Salty Farmers reserves the right to examine and test for drugs and alcohol at our discretion.

As a condition of your employment with Salty Farmers, employees must comply with this Drug & Alcohol Use Policy. Be advised that no part of the Drug & Alcohol Use Policy shall be construed to alter or amend the at-will employment relationship between Salty Farmers and its employees.

Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

## **6.7 Sexual & Other Unlawful Harassment**

Salty Farmers is committed to a work environment in which all individuals are treated with respect. Salty Farmers expressly prohibits discrimination and all forms of employee harassment based on race, color, religion, sex, national origin, age, disability, military or veteran status, or status in any group protected by state or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For purposes of this policy sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

Sexual and unlawful harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are not limited to:

- Unwanted sexual advances or requests for sexual favors.
- Sexual or derogatory jokes, comments, or innuendo
- Unwelcomed physical interaction
- Insulting or obscene comments or gestures
- Offensive email, voicemail, or text messages
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Making or threatening reprisals after a negative response to sexual advances
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Abusive or malicious conduct that a reasonable person would find hostile, offensive, and unrelated to the Company's legitimate business interests
- Any other visual, verbal, or physical conduct or behavior deemed inappropriate by the Company

Harassment on the basis of any other protected characteristic is also strictly prohibited.

Complaint Procedure:

Salty Farmers strongly encourages the reporting of all instances of discrimination, harassment, or

retaliation. If you believe you have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and report it directly to:

Harlen Howard  
182 Bracket Road, Eastham MA  
508-367-6538

Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially.

Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment.

Retaliation Prohibited:

Salty Farmers expressly prohibits retaliation against any individual who reports discrimination or harassment, or assists in investigating such charges. Any form of retaliation is considered a direct violation of this policy and, like discrimination or harassment itself, will be subject to disciplinary action, up to and including termination of employment.

## **6.8 Sexual and Other Harassment Policy Supplement (Massachusetts Employees)**

Salty Farmers is committed to a work environment in which all individuals are treated with respect. Salty Farmers expressly prohibits discrimination and all forms of employee harassment based on classes protected by federal, state and local law.

Employees should review this supplement in conjunction with the Company's policy on Sexual and Other Unlawful Harassment. The information provided below is not intended to replace any of the provisions set forth in the Company's Sexual and Other Unlawful Harassment Policy.

### *Additional Complaint Procedure:*

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC"): JFK Federal Building, Room 475, Boston, Massachusetts 02203, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD"): Boston Office: One Ashburton Place -Rm. 601, Boston, MA 02108 (617)727-3990; Springfield Office: 424 Dwight Street, Rm. 220, Springfield, MA 01103 (413)739-2145.

Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

## **6.9 Telephone Usage**

Salty Farmers telephones are intended for the sole use of conducting company business. Personal use of the Company's telephones and individually owned cell phones during business hours is prohibited except in emergencies. In addition, long distance phone calls which are not strictly business-related are expressly prohibited.

Any employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

## **6.10 Personal Property**

Employees should use their discretion when bringing personal property into the workplace. Salty Farmers assumes no risk for any loss or damage to personal property.

Additionally, employees may not possess or display any property that may be viewed as inappropriate or offensive on Salty Farmers premises.

## **6.11 Use of Company Property**

Company property refers to anything owned by the company: physical, electronic, intellectual, or otherwise. The use of company property is for business necessity only.

When materials or equipment are assigned to an employee for business, it is the employee's responsibility to see that the equipment is used properly and cared for properly. However, at all times, equipment assigned to the employee remains the property of the Company, and is subject to reassignment and/or use by the Company without prior notice or approval of the employee. This includes, but is not limited to, computer equipment and data stored thereon, voicemail, records, and employee files.

Salty Farmers has created specific guidelines regarding the use of company equipment. Below is a list of employee responsibilities and limitations with regards to company property.

Personal use of company property: Company property is not permitted to be taken from the premises without proper written authority from company management.

Company Tools: All necessary tools are furnished to employees in order to assist them in their required duties. Each employee is, in turn, responsible for these tools. Tools damaged or stolen as a result of an employee's negligence will, to the extent permitted by federal, state and local law, be charged to the employee.

Care of Company Property: Office areas should be kept neat and orderly and all equipment



should be well-maintained. The theft, misappropriation, or unauthorized removal, possession, or use of company property or equipment is expressly prohibited.

Any action in contradiction to the guidelines set herein may result in disciplinary action, up to and including termination of employment.

## **6.12 Smoking**

Salty Farmers provides a smoke-free environment for its employees, customers, and visitors. Smoking is prohibited throughout the workplace. We have adopted this policy because we have a sincere interest in the health of our employees and in maintaining pleasant working conditions.

## **6.13 Visitors in the Workplace**

To ensure the safety and security of Salty Farmers and its employees, only authorized visitors are permitted on Company premises and in Company facilities.

All must be pre-approved by management. Visitors must enter through the main reception area and sign in and out at the front desk. All visitors are also required to wear a “visitor” badge while on Salty Farmers premises. Approved visitors will be escorted to their destination and must be accompanied by a representative of the Company at all times.

## **6.14 Computer, Email & Internet Usage**

Computers, email, and the Internet allow Salty Farmers employees to be more productive. However, it is important that all employees use good business judgment when using Salty Farmers’ electronic communications systems (ECS).

### *Standards of Conduct and ECS*

Salty Farmers strives to maintain a workplace free of discrimination and harassment. Therefore, Salty Farmers prohibits the use of the Company’s ECS for bullying, harassing, discriminating, or engaging in other unlawful misconduct, in violation of the Company’s policy against discrimination and harassment.

### *Copyright and other Intellectual Property*

Respect all copyright and other intellectual property laws. For the Company's protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Company's own copyrights, trademarks and brands. Employees are also responsible for ensuring that, when sending any material over the Internet, they have the appropriate distribution rights.

Salty Farmers purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Salty Farmers does not have the right to reproduce such software for

use on more than one computer. Employees may only use software according to the software license agreement. Salty Farmers prohibits the illegal duplication of software and its related documentation.

### *ECS Guidelines*

The following behaviors are examples of previously stated or additional actions and activities under this policy that are prohibited:

- Sending or posting discriminatory, harassing, or threatening messages or images about coworkers, supervisors or the Company that violate the Company's policy against discrimination and harassment.
- Stealing, using, or disclosing someone else's code or password without authorization.
- Pirating or downloading Company-owned software without permission.
- Sending or posting the Company's confidential material, trade secrets, or non-public proprietary information outside of the Company. Wages and other conditions of employment are not considered confidential material.
- Violating copyright laws and failing to observe licensing agreements.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that threaten, intimidate, coerce, or otherwise interfere with the job performance of fellow employees.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Using the Internet for gambling or any illegal activities.
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of Salty Farmers.
- Privacy and Monitoring
- Computer hardware, software, email, Internet connections, and all other computer, data storage or ECS provided by Salty Farmers are the property of Salty Farmers. Employees have no right of personal privacy when using Salty Farmers' ECS. To ensure productivity of employees, compliance with this policy and with all applicable laws, including harassment and anti-discrimination laws, computer, email and Internet usage may be monitored.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

Violations of this policy may result in disciplinary action, up to and including termination of employment. Questions or concerns related this policy should be directed to your supervisor or the HR Director.

### **6.15 Company Supplies**

Only authorized persons may purchase supplies in the name of Salty Farmers. No employee whose regular duties do not include purchasing shall incur any expense on behalf of Salty Farmers or bind Salty Farmers by any promise or representation without express written approval.

## ***7. Timekeeping & Payroll***

### **7.1 Attendance & Punctuality**

Absenteeism and tardiness place an undue burden on other employees and on the Company. Company expects regular attendance and punctuality from all employees. This means being in the workplace, ready to work, at your scheduled start time each day and completing your entire shift. Employees are also expected to return from scheduled meal and break periods on time. All time off must be requested in writing, in advance, as outlined in the Company's Paid Time Off (PTO) policy. If an employee is unexpectedly unable to report for work for any reason, he or she must directly notify their supervisor as early as possible, and preferably prior to their scheduled starting time. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day. If an illness or emergency occurs during work hours, employees should notify their supervisor as soon as possible.

Employees, who are going to be absent for more than one day, should contact their supervisor on each day of their absence. Company reserves the right to ask for a physician's statement in the event of a long-term illness (three consecutive days), or multiple illnesses or injuries. If an employee fails to notify their supervisor after three consecutive days of absence, Company will presume that the employee has voluntarily resigned. Company will review any extenuating circumstances that may have prevented him or her from calling in before the employee is removed from payroll.

Should undue or recurrent absence and tardiness become apparent, the employee will be subject to disciplinary action, up to and including termination of employment.

This policy is not intended to restrict an employee's right to discuss, or act together to improve, wages, benefits and working conditions with co-workers or in any way restrict employees' rights under the National Labor Relations Act.

### **7.2 Timekeeping**

It is the Company's policy to comply with applicable laws that require records to be maintained of the hours worked by our employees. Every employee is responsible for accurately recording time worked. In addition to recording arrival and departure time, non-exempt employees are required to accurately record the start and end of each meal period as well as any departure for non-work related reasons.

Salty Farmers strictly prohibits non-exempt employees from working off the clock for any reason. All time spent working must be logged and accounted for; this includes time spent using electronic devices for work-related purposes.

Vacation days, sick days, holidays, and absences for jury duty, funeral leave or military training

must be specifically recorded by all employees.

It is the responsibility of all employees to submit and approve their time records each week.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action up to and including termination of employment.

### **7.3 Paydays**

Salty Farmers employees are paid on a Weekly basis. In the event that a regularly scheduled payday falls on a holiday, employees will be paid on the day preceding the holiday, unless otherwise required by state law.

Employees who receive payment through direct deposit will receive an itemized statement of wages when the Company makes direct deposits.

In the event of employee termination, the employee will receive their accrued pay in accordance with applicable federal, state and local laws.

### **7.4 Payroll Deductions**

Salty Farmers makes deductions from employee pay only in circumstances permitted by applicable law. This includes, but is not limited to, mandatory deductions for income tax withholding and Social Security and Medicare contributions as well as voluntary deductions for health insurance premiums and other related contributions.

If you believe that an improper deduction has been made from your pay, raise the issue with the HR Director immediately. Salty Farmers will promptly investigate. If the investigation reveals that you were subjected to an improper deduction from pay, you will be reimbursed promptly.



182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: March 19, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Recording Keeping and Maintenance of Financial Records

### **(1.) Record Keeping:**

#### **(A.) Management of Records:**

1. All personnel and business records will be stored both physically and electronically and kept in accordance with generally accepted accounting principles.
2. Physical records will be stored in a locked file cabinet in the secure storage room.
3. Physical records will be destroyed after their allotted retention period.
4. Permanent records that are stored physically will be destroyed after 7 years with the exception of original legally binding documents and kept permanently in electronic records.
5. Physical documents will be destroyed via paper shredder, placed in trash bags and put in the secure waste container for disposal.
6. The storage room will be under 24 hour video surveillance.
7. Access to the storage room will require permission from the electronic locking system.
8. Electronic records will be stored on the server in the secure storage room, as well as backed up external hard drives which will be stored in the electronic storage cabinet in the secure storage room.
9. Only the manager on duty and authorized accounting and legal will have access to records.
10. Records will only be shared with authorized professionals (accounting, legal), the commission, law enforcement and other public safety officials as needed to maintain business operations.



11. Personnel data will be collected in the application process and ongoing through the point of sale system reports, employee evaluations, training and incident reporting done by Salty Farmers management.
12. Business records will include, but will not be limited to assets, liabilities, monetary transactions, book of accounts and supporting documentation, sales and cost of goods sold and salary, wages or any compensation or monies paid to any persons with direct or indirect control of Salty Farmers, operating procedures, Metrc Seed to Sale records and monthly security analysis of the POS system.
13. Written operating procedures will be maintained and updated as needed.
14. Written operating procedures will include the following:
  - a. Security measures in compliance with 935 CMR 500.110
  - b. Employee security policies, including personal safety and crime prevention techniques
  - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and update pursuant to 935 DMR 500.00
  - d. Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105 (11)
  - e. Description of the various strains of Marijuana to be cultivated, Processed or sold, as applicable, and the form(s) in which Marijuana will be sold
  - f. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f)
  - g. Procedures to ensure accurate record keeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9)
  - h. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160
  - i. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d)
  - j. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies
  - k. Alcohol, Smoke and Drug-Free Workplace Policies
  - l. A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained
  - m. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
    - i. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission
    - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
    - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction
  - n. A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee must be made available on request by any individual.

- o. Policies and procedures for the handling of cash of Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection
- p. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old
- q. Policies and procedures for energy efficiency and conservation that shall include:
  - i. Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities
  - ii. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable
  - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - iv. Engagement with energy efficiency programs offered pursuant to M.G.L.c.25, § 21, or through municipal lighting plants
- r. Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan

(B.) Record Keeping:

<u>Type of Record</u>	<u>Time Period To Retain</u>
<b>Accounting</b>	
Accounts Payable Ledger	7 Years
Authorization - Accounting	5 Years
Balance Sheets	Permanent
Bank Reconciliation	7 Years
Bank Statements	7 Years
Bank Deposit Slips	3 Years
Budgets	3 Years
Canceled Checks	10 Years
Canceled Dividend Checks	Permanent
Cash Logs	Permanent
Cash Disbursement & Receipt Record	Permanent
Daily Sales Reports	7 Years
Sales Slips	7 Years
Charts of Accounts	Permanent
Check Register	Permanent
Expense Reports	7 Years
Financial Statements	Permanent

General Ledger	Permanent
Investment	Permanent
Journal Entries	Permanent
Petty Cash Records	7 Years
Profit/Loss Statements	Permanent
Purchase Orders	7 Years
Subsidiary Ledger	Permanent
Trial Balance	7 Years

### **Corporate Records**

Amendments	Permanent
Annual Reports	Permanent
Articles of Incorporation	Permanent
Audit Reports - Public	Permanent
Audit - Internal	6 Years
Bylaws	Permanent
Capital Stock Certificates	Permanent
Capital Stock Ledger	Permanent
Capital Stock Transactions	Permanent
Contracts - After Termination	Permanent
Contributions	7 Years
Correspondence - Accounting	5 Years
Correspondence - General	Permanent
Dividend Register and Cancelled Dividend Checks	Permanent
Financial Statements	Permanent
Organizational Charts	Permanent
Partnership Agreement	Permanent
Stock Transfer Records	Permanent
Stockholders - Minute Book	Permanent

### **Fixed Assets**

Capital Improvements Schedule	Permanent
Depreciation Schedule	Permanent
Inventory Records	Permanent
Plans and Blueprints	Permanent
Property Appraisals	Permanent
Property Register	Permanent
Records for Property Subject to Depletion	Permanent

### **Accounting Firms**

Tax Return Preparers	4 Years
Tax Returns Prepared	4 Years

### **Human Resources**

Accident Reports - Settled	7 Years
Attendance Records	7 Years
Disability Benefits - After Expiration/Settlement	7 Years
Employment Applications	3 Years
Garnishments	5 Years
Medical Benefits	7 Years
Performance Record - After Termination (Performance evaluations and disciplinary actions.)	7 Years
Performance Record - Current Employees (Performance evaluations and disciplinary actions.)	Permanent
Personnel File - After Termination (Job descriptions and duties, background check documents (CORI), security clearances, responsibilities, qualifications, supervision, completed training and supporting documents.)	7 Years
Personnel File - Current Employees (Job descriptions and duties, background check documents (CORI), security clearances, responsibilities, qualifications, supervision, completed training and supporting documents.)	Permanent
Personnel Policies and Procedures	Permanent
Verification of References	Permanent
Profit Sharing Agreements	Permanent
Safety Reports	5 Years
Staffing Plan	Permanent
Vacation Files	4 Years
Workers' Compensation Benefits	10 Years
Sick Pay	4 Years
Family & Medical Leave	3 Years

### **Insurance**

Automobile Insurance Claims	10 Years
Current Insurance Policies	Permanent
Disability Insurance Claims - After Termination	7 Years
Expired Insurance Policies	10 Years
Fire Inspection Reports	6 Years
Insurance Appraisals	6 Years
Safety Records	6 Years

### **Legal**

Bill of Sale	Permanent
Business Permits	Permanent
Claims and Litigation Concerning Torts and Breach Of Contract	Permanent
Contracts - Employees	Permanent
Contracts - Wholesalers	Permanent

Contracts - Special	Permanent
Correspondence - Legal	Permanent
Deeds/Titles	Permanent
Leases/Cancelled	10 Years
Licenses	Permanent
Mortgages	Permanent

### **Payroll**

Contractors - From Completion of Contract	3 Years
Checks - Payroll	7 Years
Employee Withholding Exemption Certificates	10 Years
Payroll Register	4 Years
Payroll Records - After Termination	10 Years
Salary History	8 Years
Time Reports	7 Years
W-2 Forms	Permanent
Vacation/Sick Pay	4 Years

### **Security**

Incident Reports and Supporting Documents	Permanent
Security/Fire Systems Check Logs	Permanent
Security Clearances	Permanent
Security Clearances - After Termination	7 Years
Surveillance Footage	90 Days
Transportation Routes	3 Years
Transportation Vehicle Checklist	3 Years
Visitor Logs	7 Years

### **Taxation**

Cancelled Checks - Tax Payments	Permanent
Correspondence - Tax	Permanent
Depreciation Schedules	Permanent
Income Tax Returns	Permanent
Inventory Reports	Permanent
FUTA/FICA/Income Tax Withholding	4 Years
Payroll Tax Returns	Permanent
Sales Reports - Budtender	Permanent
Sales Tax - Marijuana	Permanent
Sales Tax - Non-Marijuana	Permanent

### **Miscellaneous**

Evacuation Plan	Permanent
Log - Delivery Manifest	7 Years



Log - Waste Disposal	Permanent
Log - Electronic Entry Logs	Permanent
Log - Inventory	Permanent
Log - Sanitation	3 Years
Log - Storage	Permanent
Log - Monthly POS Analysis	Permanent
Metrc - Seed to Sale - Records	Permanent
Operating Procedures	Permanent
Receiving Documents	10 Years
Title Papers	Permanent
Vehicle Operating and Maintenance	3 Years

## (2.) Maintenance of Financial Records:

### (A.) Point of Sale/Inventory Tracking:

1. Salty Farmers will use the Metrc system in combination with Bio-Track point of sale system to track all sales of inventory of Marijuana, Marijuana Products and non-Marijuana goods.
2. Metrc will serve as the primary inventory tracking system for all Marijuana and Marijuana Products.
3. Bio-Track will update inventory counts in Metrc in real time utilizing Metrc API.
4. Salty Farmers will scan the Metrc ID tag on all Marijuana, seeds, clones and Marijuana Products received to ensure proper tracking with the barcode scanner from our Bio-Track point of sale.
5. Salty Farmers will utilize the FIFO methodology when stocking inventory.
6. Salty Farmers inventory log will record the following information:
  - Date and Time:
  - Agent Name, Title and Registration Number
  - Product Supplier
  - Product Description
  - Increase/Decrease Inventory (Quantity)
  - Total Inventory (Quantity)
  - Damaged Goods (Y/N)
  - Defective Reason (If Applicable)
  - Agent Signatures
7. All inventory will be stored in an on site secure storage room.
8. At no time, will any Marijuana or Marijuana Products be sold or marketed for Adult Use that is not capable of being tested by an Independent Testing Laboratory.
9. Salty Farmers will not maintain Marijuana or Marijuana Products in excess of the quantity required for normal, efficient operations.
10. Salty Farmers will not install software on Bio-Track that could possibly corrupt or manipulate inventory or sales data within Bio-Track or Metrc.
11. Anti virus/malware software will be installed to help prevent and detect any such vulnerabilities.
12. If Salty Farmers were to discover any malicious software, the Manager on Duty will file an incident report and contact the Commission immediately.

13. The Manager on Duty would contact Bio-Track tech support to remove any malicious software.
14. Salty Farmers would conduct its own internal investigation as well as cooperate with any investigation from the Commission and take such other action directed by the Commission.
15. Salty Farmers will contract Bio-Track to conduct a monthly analysis to ensure no malicious software has been installed on the point of sale system.
16. Salty Farmers will store Monthly POS Analysis logs permanently.

(B.) Accounting for Non-Marijuana Products:

1. Non-Marijuana products will be stored separately from Marijuana products.
2. Non-Marijuana products will not be stored in the secure storage room.
3. Non-Marijuana products will be held on shelves in the showroom.
4. Bio-Track will be able to differentiate between Marijuana and Non-Marijuana products by scanning the product barcode.
5. Bio-Track will apply the different and appropriate sales tax to Marijuana and Non-Marijuana products.
6. Customers sales receipts from Bio-Track will detail the different tax rates.
7. End of day sales reports will detail both sales of Marijuana and Non-Marijuana products, as well as sales tax.
8. There will be a separate general ledger account for Non-Marijuana Inventory products.

(C.) Daily:

1. The Manager on Duty will be responsible for daily cash reconciliations.
2. The Manager on Duty will match the daily cash from sales to the daily sales reports from Bio-Track.
3. The Manager on Duty will make two daily cash entries into QuickBooks. One entry for cash proceeds from sales of Marijuana Products. One entry for cash proceeds from sales of Non-Marijuana Products.
4. For the first 30 days of operation or until Salty Farmers management is comfortable with operations, a daily inventory count will be done.
5. The Manager on Duty and the Inventory Manager will take a physical count of all Marijuana inventory on hand.
6. The Manager on Duty will match the physical count to the inventory count in Metrc.
7. The Manager on Duty will update inventory counts in QuickBooks.
8. Balance Sheet and Income Statement accounts will be automatically updated as cash and inventory entries are made.
9. The Manager on Duty will prepare cash deposit slips for cash transport on Mondays and Thursdays as needed.
10. The Manager on Duty will place inventory counts, sales reports, daily cash reconciliations and deposit slips in a file designated for authorized accounting personnel.

(D.) Weekly:

1. The Manager on Duty and the Inventory Manager will take a physical count of all Marijuana inventory on hand.
2. The Manager on Duty will match the physical count to the inventory count in Metrc.
3. The Manager on Duty will update inventory counts in QuickBooks.

4. The Manager on Duty will update payroll information based on data from Bio-Track.
5. The Manager on Duty will place inventory counts in a file designated for authorized accounting personnel.
6. Authorized Accounting will reconcile the bank statement and general ledger vs weekly sales reports from Bio-Track and deposit slips.
7. Authorized Accounting will match processed purchase orders to accounts payable invoices.
8. Authorized Accounting will enter accounts payable invoices into QuickBooks.
9. Authorized Accounting will cut checks and process account payable payments.
10. Authorized Accounting will review open purchase orders for validity.
11. Authorized Accounting will update any credit accounts if necessary.
12. Authorized Accounting will reconcile petty cash.
13. Authorized Accounting will prepare and process payroll.
14. The Manager on Duty and Authorized Accounting will file all documents physically in the Salty Farmers storage room.
15. The Manager on Duty and Authorized Accounting will file all documents electronically on Salty Farmers server and on specified back up electronic hard drives.
16. The Manager on Duty will always accompany Authorized Accounting when they are accessing files in the storage room.

(E.) Monthly:

1. Authorized Accounting will reconcile inventory accounts to monthly inventory counts.
2. Authorized Accounting will calculate Cost of Goods Sold.
3. Authorized Accounting will reconcile cash reconciliations vs monthly sales reports from Bio-Track.
4. Authorized Accounting will reconcile bank accounts.
5. Authorized Accounting will reconcile all credit accounts.
6. Authorized Accounting will update equity accounts if necessary.
7. Authorized Accounting will make month end accrual entries.
8. Authorized Accounting will aggregate monthly sales for both the sales of Marijuana Products and Non-Marijuana Products for sales tax preparation.
9. Authorized Accounting will prepare and file monthly sales tax filings.
10. Authorized Accounting will prepare month end reports; Balance Sheet, Income Statement, Profit & Loss Statement and Statement of Cash Flows.
11. Authorized Accounting will file all documents physically in the Salty Farmers storage room.
12. Authorized Accounting will file all documents electronically on Salty Farmers server and on specified back up electronic hard drives.
13. The Manager on Duty will always accompany Authorized Accounting when they are accessing files in the storage room.

(F.) Record Keeping Requirements in Compliance DOR Directive 16-1

1. Cash logs, Cash Disbursements, Receipt Records and Canceled Checks will be kept on file permanently.
2. Sales Slips with Daily Sales Reports will be kept on file for seven years from the date of tax return filing for that year.

3. For purposes of complying with DOR Directive 16-1, Sales Slips will at a minimum include the following information:
  - a. Individual item(s) sold
  - b. Selling Price
  - c. Tax Due (Will differentiate between Marijuana and Non-Marijuana Products)
  - d. Invoice Number
  - e. Date of Sale
  - f. Method of Payment
  - g. POS terminal number
  - h. POS transaction number
4. Daily Sale Reports will reflect figures from Sales Slips.
5. Bio-Track POS is equipped with the following internal controls:
  - a. All products will receive their own individual 16 digit non-repeating serial numbers from Bio-Track upon receiving of goods
  - b. Access logs detailing date, time and user for every action performed within the system
  - c. Voided and Cancelled transactions will show in both Daily Sales Reports as well as on the Voided/Cancellation Ticket Report
  - d. Use of a PIN code or a biometric fingerprint scan to perform various actions in the system
  - e. There will always be a forensic report to ensure accountability from the users.
  - f. Without having the permission setting to perform an action, a manager must be available to overwrite that specific instance.
  - g. The forensic report will show a log of the time, date, and action(s) of a specific individual as it pertains to inventory items.
  - h. Additionally, when conducting an audit, the system will allow a setting for “blind” audit. The user will have the ability to enable or disable that feature. By hiding the original amount, it will ensure that the person conducting the audit makes sure they do not try to divert product out of the facility.
  - i. Additionally, the system allows for vertical integration of peripheral hardware (i.e. scales, barcode scanners, biometric readers, card readers (both magnetic and smart-chip technology), point-of-sale terminals). By doing so, the system is able to prevent user entry error, which prevents the loss of products, plants, and derivative materials.
  - j. All records will be kept in a way that is organized and easily accessible to authorized personnel, authorized professionals (accounting, legal), the commission, DOR, law enforcement and other public safety officials as needed to maintain business operations.
  - k. All records will be made available to the DOR upon request.
6. At no time will any external hard drives and/or discs (“Zappers”) be installed on the POS system that could potentially manipulate sales or inventory information within Metrc or Bio-Track.



182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: March 19, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Recording Keeping and Maintenance of Financial Records

### **(1.) Record Keeping:**

#### **(A.) Management of Records:**

1. All personnel and business records will be stored both physically and electronically and kept in accordance with generally accepted accounting principles.
2. Physical records will be stored in a locked file cabinet in the secure storage room.
3. Physical records will be destroyed after their allotted retention period.
4. Permanent records that are stored physically will be destroyed after 7 years with the exception of original legally binding documents and kept permanently in electronic records.
5. Physical documents will be destroyed via paper shredder, placed in trash bags and put in the secure waste container for disposal.
6. The storage room will be under 24 hour video surveillance.
7. Access to the storage room will require permission from the electronic locking system.
8. Electronic records will be stored on the server in the secure storage room, as well as backed up external hard drives which will be stored in the electronic storage cabinet in the secure storage room.
9. Only the manager on duty and authorized accounting and legal will have access to records.
10. Records will only be shared with authorized professionals (accounting, legal), the commission, law enforcement and other public safety officials as needed to maintain business operations.

11. Personnel data will be collected in the application process and ongoing through the point of sale system reports, employee evaluations, training and incident reporting done by Salty Farmers management.
12. Business records will include, but will not be limited to assets, liabilities, monetary transactions, book of accounts and supporting documentation, sales and cost of goods sold and salary, wages or any compensation or monies paid to any persons with direct or indirect control of Salty Farmers, operating procedures, Metrc Seed to Sale records and monthly security analysis of the POS system.
13. Written operating procedures will be maintained and updated as needed.
14. Written operating procedures will include the following:
  - a. Security measures in compliance with 935 CMR 500.110
  - b. Employee security policies, including personal safety and crime prevention techniques
  - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and update pursuant to 935 DMR 500.00
  - d. Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105 (11)
  - e. Description of the various strains of Marijuana to be cultivated, Processed or sold, as applicable, and the form(s) in which Marijuana will be sold
  - f. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f)
  - g. Procedures to ensure accurate record keeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9)
  - h. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160
  - i. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d)
  - j. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies
  - k. Alcohol, Smoke and Drug-Free Workplace Policies
  - l. A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained
  - m. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
    - i. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission
    - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
    - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction
  - n. A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee must be made available on request by any individual.



- o. Policies and procedures for the handling of cash of Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection
- p. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old
- q. Policies and procedures for energy efficiency and conservation that shall include:
  - i. Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities
  - ii. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable
  - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - iv. Engagement with energy efficiency programs offered pursuant to M.G.L.c.25, § 21, or through municipal lighting plants
- r. Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan

(B.) Record Keeping:

Type of Record

Time Period To Retain

**Accounting**

Accounts Payable Ledger	7 Years
Authorization - Accounting	5 Years
Balance Sheets	Permanent
Bank Reconciliation	7 Years
Bank Statements	7 Years
Bank Deposit Slips	3 Years
Budgets	3 Years
Canceled Checks	10 Years
Canceled Dividend Checks	Permanent
Cash Logs	Permanent
Cash Disbursement & Receipt Record	Permanent
Daily Sales Reports	7 Years
Sales Slips	7 Years
Charts of Accounts	Permanent
Check Register	Permanent
Expense Reports	7 Years
Financial Statements	Permanent

General Ledger	Permanent
Investment	Permanent
Journal Entries	Permanent
Petty Cash Records	7 Years
Profit/Loss Statements	Permanent
Purchase Orders	7 Years
Subsidiary Ledger	Permanent
Trial Balance	7 Years

### **Corporate Records**

Amendments	Permanent
Annual Reports	Permanent
Articles of Incorporation	Permanent
Audit Reports - Public	Permanent
Audit - Internal	6 Years
Bylaws	Permanent
Capital Stock Certificates	Permanent
Capital Stock Ledger	Permanent
Capital Stock Transactions	Permanent
Contracts - After Termination	Permanent
Contributions	7 Years
Correspondence - Accounting	5 Years
Correspondence - General	Permanent
Dividend Register and Cancelled Dividend Checks	Permanent
Financial Statements	Permanent
Organizational Charts	Permanent
Partnership Agreement	Permanent
Stock Transfer Records	Permanent
Stockholders - Minute Book	Permanent

### **Fixed Assets**

Capital Improvements Schedule	Permanent
Depreciation Schedule	Permanent
Inventory Records	Permanent
Plans and Blueprints	Permanent
Property Appraisals	Permanent
Property Register	Permanent
Records for Property Subject to Depletion	Permanent

### **Accounting Firms**

Tax Return Preparers	4 Years
Tax Returns Prepared	4 Years

### **Human Resources**

Accident Reports - Settled	7 Years
Attendance Records	7 Years
Disability Benefits - After Expiration/Settlement	7 Years
Employment Applications	3 Years
Garnishments	5 Years
Medical Benefits	7 Years
Performance Record - After Termination (Performance evaluations and disciplinary actions.)	7 Years
Performance Record - Current Employees (Performance evaluations and disciplinary actions.)	Permanent
Personnel File - After Termination (Job descriptions and duties, background check documents (CORI), security clearances, responsibilities, qualifications, supervision, completed training and supporting documents.)	7 Years
Personnel File - Current Employees (Job descriptions and duties, background check documents (CORI), security clearances, responsibilities, qualifications, supervision, completed training and supporting documents.)	Permanent
Personnel Policies and Procedures	Permanent
Verification of References	Permanent
Profit Sharing Agreements	Permanent
Safety Reports	5 Years
Staffing Plan	Permanent
Vacation Files	4 Years
Workers' Compensation Benefits	10 Years
Sick Pay	4 Years
Family & Medical Leave	3 Years

### **Insurance**

Automobile Insurance Claims	10 Years
Current Insurance Policies	Permanent
Disability Insurance Claims - After Termination	7 Years
Expired Insurance Policies	10 Years
Fire Inspection Reports	6 Years
Insurance Appraisals	6 Years
Safety Records	6 Years

### **Legal**

Bill of Sale	Permanent
Business Permits	Permanent
Claims and Litigation Concerning Torts and Breach Of Contract	Permanent
Contracts - Employees	Permanent
Contracts - Wholesalers	Permanent

Contracts - Special	Permanent
Correspondence - Legal	Permanent
Deeds/Titles	Permanent
Leases/Cancelled	10 Years
Licenses	Permanent
Mortgages	Permanent

### **Payroll**

Contractors - From Completion of Contract	3 Years
Checks - Payroll	7 Years
Employee Withholding Exemption Certificates	10 Years
Payroll Register	4 Years
Payroll Records - After Termination	10 Years
Salary History	8 Years
Time Reports	7 Years
W-2 Forms	Permanent
Vacation/Sick Pay	4 Years

### **Security**

Incident Reports and Supporting Documents	Permanent
Security/Fire Systems Check Logs	Permanent
Security Clearances	Permanent
Security Clearances - After Termination	7 Years
Surveillance Footage	90 Days
Transportation Routes	3 Years
Transportation Vehicle Checklist	3 Years
Visitor Logs	7 Years

### **Taxation**

Cancelled Checks - Tax Payments	Permanent
Correspondence - Tax	Permanent
Depreciation Schedules	Permanent
Income Tax Returns	Permanent
Inventory Reports	Permanent
FUTA/FICA/Income Tax Withholding	4 Years
Payroll Tax Returns	Permanent
Sales Reports - Budtender	Permanent
Sales Tax - Marijuana	Permanent
Sales Tax - Non-Marijuana	Permanent

### **Miscellaneous**

Evacuation Plan	Permanent
Log - Delivery Manifest	7 Years

Log - Waste Disposal	Permanent
Log - Electronic Entry Logs	Permanent
Log - Inventory	Permanent
Log - Sanitation	3 Years
Log - Storage	Permanent
Log - Monthly POS Analysis	Permanent
Metrc - Seed to Sale - Records	Permanent
Operating Procedures	Permanent
Receiving Documents	10 Years
Title Papers	Permanent
Vehicle Operating and Maintenance	3 Years

## (2.) Maintenance of Financial Records:

### (A.) Point of Sale/Inventory Tracking:

1. Salty Farmers will use the Metrc system in combination with Bio-Track point of sale system to track all sales of inventory of Marijuana, Marijuana Products and non-Marijuana goods.
2. Metrc will serve as the primary inventory tracking system for all Marijuana and Marijuana Products.
3. Bio-Track will update inventory counts in Metrc in real time utilizing Metrc API.
4. Salty Farmers will scan the Metrc ID tag on all Marijuana, seeds, clones and Marijuana Products received to ensure proper tracking with the barcode scanner from our Bio-Track point of sale.
5. Salty Farmers will utilize the FIFO methodology when stocking inventory.
6. Salty Farmers inventory log will record the following information:
  - Date and Time:
  - Agent Name, Title and Registration Number
  - Product Supplier
  - Product Description
  - Increase/Decrease Inventory (Quantity)
  - Total Inventory (Quantity)
  - Damaged Goods (Y/N)
  - Defective Reason (If Applicable)
  - Agent Signatures
7. All inventory will be stored in an on site secure storage room.
8. At no time, will any Marijuana or Marijuana Products be sold or marketed for Adult Use that is not capable of being tested by an Independent Testing Laboratory.
9. Salty Farmers will not maintain Marijuana or Marijuana Products in excess of the quantity required for normal, efficient operations.
10. Salty Farmers will not install software on Bio-Track that could possibly corrupt or manipulate inventory or sales data within Bio-Track or Metrc.
11. Anti virus/malware software will be installed to help prevent and detect any such vulnerabilities.
12. If Salty Farmers were to discover any malicious software, the Manager on Duty will file an incident report and contact the Commission immediately.

13. The Manager on Duty would contact Bio-Track tech support to remove any malicious software.
14. Salty Farmers would conduct its own internal investigation as well as cooperate with any investigation from the Commission and take such other action directed by the Commission.
15. Salty Farmers will contract Bio-Track to conduct a monthly analysis to ensure no malicious software has been installed on the point of sale system.
16. Salty Farmers will store Monthly POS Analysis logs permanently.

(B.) Accounting for Non-Marijuana Products:

1. Non-Marijuana products will be stored separately from Marijuana products.
2. Non-Marijuana products will not be stored in the secure storage room.
3. Non-Marijuana products will be held on shelves in the showroom.
4. Bio-Track will be able to differentiate between Marijuana and Non-Marijuana products by scanning the product barcode.
5. Bio-Track will apply the different and appropriate sales tax to Marijuana and Non-Marijuana products.
6. Customers sales receipts from Bio-Track will detail the different tax rates.
7. End of day sales reports will detail both sales of Marijuana and Non-Marijuana products, as well as sales tax.
8. There will be a separate general ledger account for Non-Marijuana Inventory products.

(C.) Daily:

1. The Manager on Duty will be responsible for daily cash reconciliations.
2. The Manager on Duty will match the daily cash from sales to the daily sales reports from Bio-Track.
3. The Manager on Duty will make two daily cash entries into QuickBooks. One entry for cash proceeds from sales of Marijuana Products. One entry for cash proceeds from sales of Non-Marijuana Products.
4. For the first 30 days of operation or until Salty Farmers management is comfortable with operations, a daily inventory count will be done.
5. The Manager on Duty and the Inventory Manager will take a physical count of all Marijuana inventory on hand.
6. The Manager on Duty will match the physical count to the inventory count in Metrc.
7. The Manager on Duty will update inventory counts in QuickBooks.
8. Balance Sheet and Income Statement accounts will be automatically updated as cash and inventory entries are made.
9. The Manager on Duty will prepare cash deposit slips for cash transport on Mondays and Thursdays as needed.
10. The Manager on Duty will place inventory counts, sales reports, daily cash reconciliations and deposit slips in a file designated for authorized accounting personnel.

(D.) Weekly:

1. The Manager on Duty and the Inventory Manager will take a physical count of all Marijuana inventory on hand.
2. The Manager on Duty will match the physical count to the inventory count in Metrc.
3. The Manager on Duty will update inventory counts in QuickBooks.



4. The Manager on Duty will update payroll information based on data from Bio-Track.
5. The Manager on Duty will place inventory counts in a file designated for authorized accounting personnel.
6. Authorized Accounting will reconcile the bank statement and general ledger vs weekly sales reports from Bio-Track and deposit slips.
7. Authorized Accounting will match processed purchase orders to accounts payable invoices.
8. Authorized Accounting will enter accounts payable invoices into QuickBooks.
9. Authorized Accounting will cut checks and process account payable payments.
10. Authorized Accounting will review open purchase orders for validity.
11. Authorized Accounting will update any credit accounts if necessary.
12. Authorized Accounting will reconcile petty cash.
13. Authorized Accounting will prepare and process payroll.
14. The Manager on Duty and Authorized Accounting will file all documents physically in the Salty Farmers storage room.
15. The Manager on Duty and Authorized Accounting will file all documents electronically on Salty Farmers server and on specified back up electronic hard drives.
16. The Manager on Duty will always accompany Authorized Accounting when they are accessing files in the storage room.

(E.) Monthly:

1. Authorized Accounting will reconcile inventory accounts to monthly inventory counts.
2. Authorized Accounting will calculate Cost of Goods Sold.
3. Authorized Accounting will reconcile cash reconciliations vs monthly sales reports from Bio-Track.
4. Authorized Accounting will reconcile bank accounts.
5. Authorized Accounting will reconcile all credit accounts.
6. Authorized Accounting will update equity accounts if necessary.
7. Authorized Accounting will make month end accrual entries.
8. Authorized Accounting will aggregate monthly sales for both the sales of Marijuana Products and Non-Marijuana Products for sales tax preparation.
9. Authorized Accounting will prepare and file monthly sales tax filings.
10. Authorized Accounting will prepare month end reports; Balance Sheet, Income Statement, Profit & Loss Statement and Statement of Cash Flows.
11. Authorized Accounting will file all documents physically in the Salty Farmers storage room.
12. Authorized Accounting will file all documents electronically on Salty Farmers server and on specified back up electronic hard drives.
13. The Manager on Duty will always accompany Authorized Accounting when they are accessing files in the storage room.

(F.) Record Keeping Requirements in Compliance DOR Directive 16-1

1. Cash logs, Cash Disbursements, Receipt Records and Canceled Checks will be kept on file permanently.
2. Sales Slips with Daily Sales Reports will be kept on file for seven years from the date of tax return filing for that year.

3. For purposes of complying with DOR Directive 16-1, Sales Slips will at a minimum include the following information:
  - a. Individual item(s) sold
  - b. Selling Price
  - c. Tax Due (Will differentiate between Marijuana and Non-Marijuana Products)
  - d. Invoice Number
  - e. Date of Sale
  - f. Method of Payment
  - g. POS terminal number
  - h. POS transaction number
4. Daily Sale Reports will reflect figures from Sales Slips.
5. Bio-Track POS is equipped with the following internal controls:
  - a. All products will receive their own individual 16 digit non-repeating serial numbers from Bio-Track upon receiving of goods
  - b. Access logs detailing date, time and user for every action performed within the system
  - c. Voided and Cancelled transactions will show in both Daily Sales Reports as well as on the Voided/Cancellation Ticket Report
  - d. Use of a PIN code or a biometric fingerprint scan to perform various actions in the system
  - e. There will always be a forensic report to ensure accountability from the users.
  - f. Without having the permission setting to perform an action, a manager must be available to overwrite that specific instance.
  - g. The forensic report will show a log of the time, date, and action(s) of a specific individual as it pertains to inventory items.
  - h. Additionally, when conducting an audit, the system will allow a setting for “blind” audit. The user will have the ability to enable or disable that feature. By hiding the original amount, it will ensure that the person conducting the audit makes sure they do not try to divert product out of the facility.
  - i. Additionally, the system allows for vertical integration of peripheral hardware (i.e. scales, barcode scanners, biometric readers, card readers (both magnetic and smart-chip technology), point-of-sale terminals). By doing so, the system is able to prevent user entry error, which prevents the loss of products, plants, and derivative materials.
  - j. All records will be kept in a way that is organized and easily accessible to authorized personnel, authorized professionals (accounting, legal), the commission, DOR, law enforcement and other public safety officials as needed to maintain business operations.
  - k. All records will be made available to the DOR upon request.
6. At no time will any external hard drives and/or discs (“Zappers”) be installed on the POS system that could potentially manipulate sales or inventory information within Metrc or Bio-Track.



182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: May 11, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Diversity Plan

As lifelong residents of the Outer Cape, the founders of Salty Farmers embrace and support the diversity objectives established by the Legislature and promulgated by the Commission.

### **Goal 1:**

Salty Farmers Workforce Diversity Retention Program will have a workforce that will be comprised of exceeding local demographic diversity:

- 25% Women Agents (Eastham Women Population is 54.5%)
- 10% Veteran Agents
- 10% LGBTQ Agents
- 5% African American/Asian American Agents (Eastham African American Population is 1.8%, Eastham Asian American Population is 2.4%)

Advertise employment opportunities with diverse publications and programs such as the Provincetown Independent, Cape Codder, HOW (Helping Our Women), CDP (Community Development Partnership), Cape Cod Vet Center and local Career Development Centers. Salty Farmers intends to prioritize employment and advancement opportunities for veterans, women, LGBTQ, people with disabilities and minorities. Salty Farmers will set a goal of employing 50% of it's staff from these diverse populations.

Salty Farmers will attend at minimum one annual community meeting and/or job fair with the focus of attracting individuals from the diverse demographics listed above. The event will provide information on positions within Salty Farmers if actively hiring and general information about how to enter the industry.

Salty Farmers will advertise quarterly if actively hiring. Salty Farmers will continuously advertise jobs and accept applications through its website on a rolling basis.

**Metrics:**

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goals:

- Number of and type of community meetings/job fairs/information sessions held or participated in with supporting documents.
- Number of postings in diverse publications or general publications with supporting documents.
- Number of individuals from the above-referenced demographics groups who were hired and retained after the issuance of license.
- Number of positions created since issuance of license.
- Salty Farmers Workforce Diversity Retention Program will semi-annually monitor aggregate data to ensure progress in the program.

**Goal2:**

Salty Farmers Diversity Development Initiative will actively seek to train diverse individuals for management and promotion opportunities. Salty Farmers will hold internal training twice a year with an emphasis on career advancement and management opportunities.

**Metrics:**

Salty Farmers will provide the following metrics at the time of license renewal to ensure Salty Farmers is reaching their intended goal:

- Number of participating individuals listed in diverse demographics in Goal 1.
- Number of career advancement and management training provided to individuals listed in diverse demographics in Goal 1 since initial licensure.
- Salty Farmers intended goal is to promote 20% of its staff who fall in diverse demographics listed in Goal 1.
- Salty Farmers Diversity Development Initiative will semi-annually monitor aggregate data to ensure progress in the program.

Salty Farmers believe that it is a core responsibility for those of us fortunate enough to affect the characteristics of this new industry in its earliest stages to demonstrate that a strong social conscience is good business.

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

Salty Farmers diversity programs 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 Marijuana Establishments.



182 Brackett Road  
Eastham, MA 02642

## **MEMORANDUM**

DATE: Feb. 29, 2020

TO: Cannabis Control Commission

FROM: Salty Farmers, LLC

SUBJECT: Quality Control and Testing

### **(A.) Quality Control:**

1. All Marijuana and Marijuana Products will be prepared, handled, and stored in compliance with:
  - a. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food.
  - b. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.
  - c. The requirements for food handlers as specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All products sold will have verification of the proper testing from a CCC approved facility before sale.
3. Minimum testing requirements:
4. Cannabinoid Profile
5. Contaminants:
  - a. Mold
  - b. Mildew
  - c. Heavy metals
  - d. Plant-Growth Regulators and/or Pesticides
  - e. Bacteria
  - f. Fungi
  - g. Mycotoxins.
6. At no time, will any Marijuana or Marijuana Products be sold or marketed for Adult Use that is not capable of being tested by an Independent Testing Laboratory.
7. The establishment shall notify the commission within 72 hours of any laboratory testing results showing contamination that cannot be remediated and must be disposed of.
8. No part of the Salty Farmers operation will be visible to the public.

9. All products will be well cured and free of dirt, debris, seeds, stems, sand, mold, rot, fungus, bacterial diseases or any other foreign matter.
10. All contact surfaces will be smooth, durable and easily cleanable, including all walls, ceilings and floors.
11. The building and its fixtures will be constructed in a way that is easily maintainable and easily cleanable.
12. The facility will have adequate hand washing facilities.
13. Water from sanitation will be disposed of in the utility sinks only, and prohibited from the hand-washing areas and appropriate signage will be installed.
14. The facilities water will be supplied by the Town of Eastham municipal water supply and is sufficient to conduct necessary operations.
15. The facilities plumbing will be of adequate size and design and will be professionally installed and maintained.
16. There is an operational and accessible sanitary bathroom for staff to use as needed, with appropriate signage stating "Employees must wash hands before returning to work."
17. Vacuum, mops, buckets and all other cleaning supplies both toxic and non-toxic shall be stored in a cleaning supply closet away from inventory or processing areas to avoid contamination of Marijuana or Marijuana Products.
18. The facilities HVAC system will help maintain proper climate controls, minimize potential contamination and odors.
19. Agents will immediately notify management of any work related injuries.
20. Agents will immediately notify management of any illnesses that may affect their ability to perform responsibilities or may be transmittable to other Agents and/or products.
21. It is a smoke free facility.
22. Food will only be allowed in designated areas.
23. All Agents will conform to sanitary practices while on duty.
24. All visitors will conform to Salty Farmers sanitary practices.
25. The Manager on Duty and Inventory Manager will be responsible for processing any Marijuana Products.
26. As part of the receiving process, all incoming goods will be checked for proper testing documentation and labeling.
27. Goods will be refused if there is not proper testing documentation and/or labeling.
28. Signage will be posted in our showroom stating, "Please inform your Budtender if you have any food related allergies before placing your order."

(B.) Food Handlers Requirements:

1. All personnel who handle or come in contact with Marijuana or Marijuana Products will have to be ServSafe certified.
2. Personnel shall wash hands before and after processing any Marijuana or Marijuana Products.
3. Personnel processing Marijuana or Marijuana Products will be required to wear sanitary gloves, maintain adequate personal cleanliness and clean their working station before and after processing each product.
4. Personnel will never mix two products together, for both tracking purposes and prevention of cross contamination.
5. Personnel will adhere to Salty Farmers dress code:
  - a. Footwear: clean, non-skid, close toed shoes or sneakers
  - b. Disposable Gloves when processing delivers and raw product



- c. Change gloves after every hand washing.
- d. Hair nets and beard restraints (In Processing)
- e. No necklaces, bracelets or dangling jewelry

(C.) Sanitation:

- a. All processing by-product will be gathered, packaged and disposed of properly to minimize the potential of attracting and/or harboring pests or cross contamination.
- b. The floors, walls and ceilings will be maintained regularly to prevent contamination.
- c. Sanitation logs will be kept to ensure cleanliness is regularly maintained.
- d. Sanitation logs will be updated daily with signatures and cleaning duties performed.
- e. All rooms within the facility as well as the transportation vehicle will remain clean at all times with adequate lighting, ventilation and climate controls.
- f. Hand Washing Sinks:
  - i. There will be adequate hand washing sinks in the facility.
  - ii. Hand washing sinks will not be used for sanitation purposes.
  - iii. Hand washing sinks will be equipped with both hot and cold water.
- g. Sanitation Sinks:
- h. Sanitation sinks will not be used for hand washing.
- i. Sanitation sinks will consist of three of three compartment stainless steel sink units.

<b>Wash</b>	<b>Rinse</b>	<b>Sanitize</b>
110 Degrees Fahrenheit	110 Degrees Fahrenheit	180 Degrees Fahrenheit
Soapy Water	Clear Water	Chemical Sanitizer

<b>Chemical Solution</b>	<b>Concentration Level</b>	<b>Minimum Temperature</b>	<b>Minimum Immersion Time</b>
Chlorine Solution	25mg/l minimum	120 Degrees Fahrenheit	10 Seconds
	50mg/l minimum	100 Degrees Fahrenheit	10 Seconds
	100mg/l minimum	55 Degrees Fahrenheit	10 Seconds
Iodine Solution	12.5-25.0mg/l	75 Degrees Fahrenheit	30 Seconds
Quaternary Ammonium	200 ppm maximum	75 Degrees Fahrenheit	30 Seconds

Solution			
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## (E.) Surfaces and Utensils:

1. All parts that can be, will be disassembled.
2. The three sink method of wash, rinse and sanitize will be used when washing utensils.
3. Parts will be washed in the first sink with soapy water and brush, scrubber or cloth.
4. Parts will be rinsed in the second sink by either spray rinse or immersion until all soap and debris is removed.
5. Parts will be sanitized in the third sink by immersion according to times listed the chemical solution chart.
6. Personal protective wear will be worn in in the sanitation phase.
7. Parts will be placed on drying racks to air dry.
8. Parts will not be rinsed after sanitation unless the sanitizer solution instructions call for it.
9. Agents will wash hands prior to reassembling parts and putting away for storage.
10. Chemical sanitizer will be mixed at the proper concentration levels per the chemical solution chart.
11. Chemical sanitizer will be checked regularly with a test kit.
12. Water temperatures will be as follows:
  - a. Wash - 110 Degrees Fahrenheit
  - b. Rinse - 110 Degrees Fahrenheit
  - c. Sanitize - 180 Degrees Fahrenheit
13. All preparation surfaces will be sanitized after every use.
14. Preparation surfaces and non-removable preparation utensils will be sanitized with appropriately mixed chemical sanitizer and wash clothes.
15. Preparation surfaces and non-removable preparation utensils will be allowed to air dry

## (D.) Point Of Sale:

1. Sales:
  - a. Upon receipt of a client order, the business will create a new sales ticket within BioTrack and enter in all of the necessary information, including order information, and link the sales ticket to a specific client record and to a specific inventory record.
  - b. The system automatically stores and allows the retrieval and updating of the ticket's information and the ticket's relationship to specific inventory and client records throughout the order filling process.
  - c. Upon completion of the order, the system updates the transaction record, the product record, and the client record accordingly and all of the information required will be retrievable in the system and may be printed on a receipt.
2. Limitation On Sales:
  - a. Furthermore BioTrack offers a sales limit tool to ensure that no specific individual will receive or have an order placed over the limit for the jurisdiction of the business.
  - b. Limits will be set either per customer or as a whole and based on these limits, the system will block any overselling.
  - c. The labels generated by the system can be easily affixed to the appropriate containers.

- d. Tracking information that has been provided by a 3rd party transport service can be logged and scanned into the patients designated profile, which will help ensure the product is received by the applicable party.
3. Disposal Tracking:
  - a. Inventory destruction can be initiated through the system requiring documentation of destruction purpose and/or approved method as well as the employee performing the action.
  - b. Although the inventory can be adjusted or voided, at no time is any data ever fully deleted as Bio-Track maintains a log of every action, including adjustments and voids, so that the entire history of the system may be reconstructed.
  - c. The availability and report ability of the system data enables the said entity to produce any information necessary for the Department during an inspection or at the Department's request.
4. Labeling:
  - a. Bio-Track's label creation tool enables cultivation, retail, or manufacturing, an distribution facilities to create custom container-product labels with any fields necessary to comply with regulation, including but not limited to: static information and statements (e.g., producer's address, the words "Dried Cannabis" and warning notices) as well as the product-specific data as tracked within Bio-Track (e.g., brand name, lot number, net weight, etc...).
  - b. Associated test results, expiry and package dates will be automatically ported to the label.
  - c. The system will automatically print the container-product specific label upon completion of the sale.
  - d. Bio-Track's label creation tool enables cultivation, retail, or manufacturing, and distribution facilities to create one unified container-product-client label with all of the aforementioned static fields, product-specific information as tracked by the system.
  - e. This label can contain all required product information.
  - f. Bio-Track has the ability to provide an expiration date on the package label of all products, if such a time period has not yet been established for the specific product then the notation of such a fact may be easily added to the label as a static field.
  - g. In regards to the aforementioned testing requirements, they may be added with ease as they are electronically ported from the inventory batches themselves.
5. Recalls:
  - a. In the event of a recall, specified users can quickly pull reports of all products and transactions associated with a specific plant(s), batch or strain.
  - b. Within the system, Salty Farmers will be able to quickly and easily find the remaining product, the purchase history as well as all sources and derivatives of the product.
  - c. Once the affected customers have been identified, timely communication is facilitated since contact preferences have already been logged.
  - d. Bio-Track also provides a method of sending SMS(text) message or email blast messages, to entities who've purchased a specific product within a given time period, (all at no cost or SMS usage rates to the entities).
  - e. All recalled products should be safely destroyed and logged in the Bio-Track system.

- f. Upon destruction of the product, any and all information pertaining to its destruction including but not limited to method of destruction, witness documentation and an electronic PIN or biometric fingerprint scan signature from the person in charge.
- g. This will be considered the alternative end to the product life cycle, and true seed-to-sale traceability and reconciliation can be visibly achieved.

(D.) Emergency Action Plan:

1. Contamination and Deficiency Statements:

- a. Contact information and procedures for notification of Eastham police/fire/ems, Eastham Board of Health and the Cannabis Control Commission.
- b. All proper public safety and health officials and connected wholesale suppliers will be notified by telephone and email immediately following the finding of any contamination of any products.
- c. Any contaminated or deficient products will immediately be separated from the rest of the inventory to prevent any cross contamination, and either destroyed or held in quarantine pending Commission instructions.
- d. An incident report would be filed in the case of any contamination or deficiency event.
- e. The Manager on Duty will be responsible for handling any contamination or deficiency event.

2. Plan for Correction:

- a. Within 10 days of any reportable incident as listed in Security Plan (8.)(A.)(2.), Salty Farmers will provide an incident report to the commission in a form and manner determined by the commission, and will include the following;
- b. Details of incident
- c. Corrective actions taken
- d. Confirmation the appropriate authorities were notified
- e. All supporting documents related to any reportable incident as listed in Security Plan (8.)(A.)(2.).
- f. Records of any reportable incidents will be kept for 1 year or the duration of an open investigation of the incident, whichever is longer.
- g. Manager on duty will be responsible for properly documenting any reportable incident as listed in Security Plan (8.)(A.)(2.).
- h. If the Commission were to deem Salty Farmers plan for correction unacceptable, Salty Farmers would have to submit a new plan within five days.

3. Quarantine Orders:

Pursuant to M.G.L. c. 94G, § 4(a)(xix) and (a<sub>1/2</sub>)(xxxi), if Salty Farmers receives a Quarantine Order from the Commission or Commission Delegee:

- 1. Salty Farmers would comply with the requirements of the order and, if requested by the Commission, post notice at public entrances to the establishment or other notice in a form and manner determined by the Commission or Commission Delegee.

2. Products will be placed in sealed plastic tubs in the processing area for Quarantine until corrective actions have been relayed from the Commission or Commission Delegee.
3. The Manager on Duty will be responsible for handling any Quarantine Orders.