



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281588
Original Issued Date: 09/24/2018
Issued Date: 08/12/2021
Expiration Date: 09/24/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Temescal Wellness of Massachusetts, LLC

Phone Number: 413-464-8044 **Email Address:** compliance@temescalwellness.com

Business Address 1: 10 Callahan Drive **Business Address 2:**

Business City: Pittsfield **Business State:** MA **Business Zip Code:** 01201

Mailing Address 1: 665 Cochituate Road **Mailing Address 2:** Second Floor

Mailing City: Framingham **Mailing State:** MA **Mailing Zip Code:** 01701

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201850

RMD INFORMATION

Name of RMD: Temescal Wellness of Massachusetts - Pittsfield

Department of Public Health RMD Registration Number: 038

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: **Percentage Of Control:** 100

Role: Manager **Other Role:**

First Name: Edward **Last Name:** Rebholz **Suffix:** Jr

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership: 100

Entity Legal Name: Temescal Wellness of Massachusetts, LLC

Entity DBA:

DBA

City:

Entity Description: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holdings LLC provided startup funding to TW MA, and currently provides management services to MA LLC under a compliant and regulator-approved agreement. This license underwent a change of ownership/control in 2020-2021 that was approved by the Commission on 2/11/2021. This application only allows for the removal or partial modification of an entity or person already existing in the application, it does not allow for adding new entities or persons to reflect approved and effectuated Changes of Ownership/Control.

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website: www.temescalwellness.com

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

Relationship Description: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holdings provided startup funding to TW MA. On 2/11/2021 the Commission approved a change of ownership/control for the licensee, which has been effectuated, where the changes and current corporate structure are as follows:

-The Licensee is Temescal Wellness of Massachusetts, LLC (the "Licensee").

-Temescal Wellness of Massachusetts Holdings, LLC (Company A) owns 100% of the Licensee.

-Temescal Wellness, LLC (Company B), owns 41% of Company A; and Edward T. Rebholz, Jr. owns 70% of Company B, and Edward T. Rebholz, Sr. owns the remaining 30% of Company B.

-Edward T. Rebholz, Jr. remains in control, and the change:

(1) Replaced Edward T. Rebholz, Jr. as the manager of the Licensee with Company A;

(2) Replaced Edward T. Rebholz, Jr. as manager of Company A with Temescal Management Services LLC (TMS);

(3) Added Temescal Management Services of New England LLC (TMSNE) as a Close Associate due to its Management Agreement with the Licensee; and

(4) Added additional parties having control over some of the decisions of Company A, creating a Board of Advisors that serve as a review Board for certain Major Decisions consisting of Edward T. Rebholz, Jr., Chris Dodig, Gary Pieringer, Cornelius Sigety, and Gerald Lindenmuth.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Edward ("Ted") **Owner Last Name:** Rebholz **Owner Suffix:**

Entity Legal Name: Temescal Wellness Inc. **Entity DBA:**

Entity Description: NH nonprofit therapeutic cannabis alternative treatment center (ATC) holding two vertically integrated licenses. Edward Rebholz, Jr., (MA management company manager) serves on TWI's board of directors.

Entity Phone: 650-438-7698 **Entity Email:** ted@temescalwellness.com **Entity Website:**

Entity Address 1: 26 Crosby Rd **Entity Address 2:** 11-12

Entity City: Dover **Entity State:** NH **Entity Zip Code:** 03820 **Entity Country:** USA

Entity Mailing Address 1: 26 Crosby Rd **Entity Mailing Address 2:** 11-12

Entity Mailing City: Dover **Entity Mailing State:** NH **Entity Mailing Zip Code:** 03820 **Entity Mailing Country:** USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Edward ("Ted") **Owner Last Name:** Rebholz **Owner Suffix:**

Entity Legal Name: Temescal Wellness of Maryland LLC **Entity DBA:**

Entity Description: MD limited liability corporation holding three medical cannabis licenses: cultivation, processing, dispensing. Based on an agreement reached on July 6, 2020, Edward Rebholz Jr. will had his ownership purchased in installments from July 2020 to January 2021, and no longer has ownership or involvement in this entity.

Entity Phone: 650-438-7698 **Entity Email:** ted@temescalwellness.com **Entity Website:** www.temescalwellness.com

Entity Address 1: 1636 Reisterstown Rd **Entity Address 2:**

Entity City: Pikesville **Entity State:** MD **Entity Zip Code:** 21208 **Entity Country:** USA

Entity Mailing Address 1: 1636 Reisterstown Rd **Entity Mailing Address 2:**

Entity Mailing City: Pikesville **Entity Mailing State:** MD **Entity Mailing Zip Code:** 21208 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 10 Callahan Drive

Establishment Address 2:

Establishment City: Pittsfield **Establishment Zip Code:** 01201

Approximate square footage of the establishment: 3000 **How many abutters does this property have?:** 15

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
Plan to Remain Compliant with Local Zoning	Local Compliance.pdf	pdf	5b3c4214ce21983ed7e3f706	07/03/2018
Certification of Host Community Agreement	Pittsfield host community certification.pdf	pdf	5b3c42f5c0ef253ee143ae9d	07/03/2018

Community Outreach Meeting Documentation	Pittsfield_community outreach attestation.pdf	pdf	5b3c4386228a4c3e9f18773c	07/03/2018
Community Outreach Meeting Documentation	Att A_Pittsfield_notice tear sheet.pdf	pdf	5b3c442b85e0cc3ea5b8fba1	07/03/2018
Community Outreach Meeting Documentation	Att C_Pittsfield_abutters notice.pdf	pdf	5b3c4432c7cb5d31f7ff832a	07/03/2018
Community Outreach Meeting Documentation	Att B_Pittsfield_municipal notice.pdf	pdf	5b3c4711109eba32018efeb7	07/04/2018

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.: \$100000

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for positive impact_Pittsfield.pdf	pdf	5b3c464ba18777320b0d7801	07/04/2018

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:

First Name: Edward Last Name: Rebholz Suffix: Jr

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) Other Role: Management Company

Entity Legal Name: Temescal Wellness of Massachusetts, LLC Entity DBA:

Entity Description: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holdings LLC provided startup funding to TW MA, and currently provides management services to MA LLC under a compliant and regulator-approved agreement. This license underwent a change of ownership/control in 2020-2021 that was approved by the Commission on 2/11/2021. This application only allows for the removal or partial modification of an entity or person already existing in the application, it does not allow for adding new entities or persons to reflect approved and effectuated Changes of Ownership/Control.

Phone: 650-438-7698 Email: ted@temescalwellness.com

Primary Business Address 1: 665 Cochituate Primary Business Address 2: 2nd Floor

Primary Business City: Framingham Primary Business State: MA Principal Business Zip Code: 01701

Additional Information: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and

since converted to a domestic profit corporation (MA LLC); TW MA Holdings provided startup funding to TW MA. On 2/11/2021 the Commission approved a change of ownership/control for the licensee, which has been effectuated, where the changes and current corporate structure are as follows:

- The Licensee is Temescal Wellness of Massachusetts, LLC (the "Licensee").
- Temescal Wellness of Massachusetts Holdings, LLC (Company A) owns 100% of the Licensee.
- Temescal Wellness, LLC (Company B), owns 41% of Company A; and Edward T. Rebholz, Jr. owns 70% of Company B, and Edward T. Rebholz, Sr. owns the remaining 30% of Company B.
- Edward T. Rebholz, Jr. remains in control, and the change:
 - (1) Replaced Edward T. Rebholz, Jr. as the manager of the Licensee with Company A;
 - (2) Replaced Edward T. Rebholz, Jr. as manager of Company A with Temescal Management Services LLC (TMS);
 - (3) Added Temescal Management Services of New England LLC (TMSNE) as a Close Associate due to its Management Agreement with the Licensee; and
 - (4) Added additional parties having control over some of the decisions of Company A, creating a Board of Advisors that serve as a review Board for certain Major Decisions consisting of Edward T. Rebholz, Jr., Chris Dodig, Gary Pieringer, Cornelius Sigety, and Gerald Lindenmuth.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	tw ma good standing and name change DOR.pdf	pdf	5b3c4c5ba208e331ed150e0b	07/04/2018
Secretary of Commonwealth - Certificate of Good Standing	tw ma good standing.pdf	pdf	5b3c4c5eb0153b3eaf4b3465	07/04/2018
Articles of Organization	2016.12.08 TW MA Inc restated articles of org.pdf	pdf	5b3c4c865af6a93eb9cd7e86	07/04/2018
Bylaws	2015.06.15 Manna Wellness Bylaws.pdf	pdf	5b3c4ce54b1b3a3ec37ead6b	07/04/2018
Articles of Organization	RFI response_MO profile_1_DO.pdf	pdf	5b675ad23774233941392fb5	08/05/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	MA DOR Certificate of Good Standing 07.09.2021.pdf.pdf	pdf	60ff1152388d2e0895f733e4	07/26/2021
Secretary of Commonwealth - Certificate of Good Standing	MA Sec of Common Cert of Good Standing 7.2.2021.pdf	pdf	60ff1153318844086f1f7e1f	07/26/2021
Department of Unemployment Assistance - Certificate of Good standing	MA UI Certificate of Good Standing 07.08.2021.pdf.pdf	pdf	60ff1154371f960874736850	07/26/2021

Massachusetts Business Identification Number: 462527018

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5b3c4d42ce21983ed7e3f71a	07/04/2018

Proposed Timeline	Proposed Timeline.pdf	pdf	5b3c4d445c57ce321fac4e81	07/04/2018
Business Plan	Business Plan.pdf	pdf	5b3c4d46c0ef253ee143aeb1	07/04/2018

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	1Plan for Obtaining Marijuana.pdf	pdf	5f1b64f2a3272a742d1c36d4	07/24/2020
Separating recreational from medical operations, if applicable	2Separating Rec from Med.pdf	pdf	5f1b64fccfe2dd743cd6825a	07/24/2020
Restricting Access to age 21 and older	3Restricting Access.pdf	pdf	5f1b65295272ec7447e7afcd	07/24/2020
Security plan	4Security Plan.pdf	pdf	5f1b653173630b702d45dc3a	07/24/2020
Prevention of diversion	5Prevention of Diversion.pdf	pdf	5f1b65394601b5701e6156bc	07/24/2020
Storage of marijuana	6Storage of Marijuana.pdf	pdf	5f1b65419a9ccf70437a7164	07/24/2020
Transportation of marijuana	7Transportation.pdf	pdf	5f1b654b54fcae70383a9e08	07/24/2020
Inventory procedures	8Inventory.pdf	pdf	5f1b65551f0df7704a5e1086	07/24/2020
Quality control and testing	9Quality Control and Testing.pdf	pdf	5f1b655fcb97e3700c5358c8	07/24/2020
Dispensing procedures	10Dispensing.pdf	pdf	5f1b65675272ec7447e7afd1	07/24/2020
Personnel policies including background checks	11Personnel and Background Checks.pdf	pdf	5f1b65751c4abd74527f4bc6	07/24/2020
Record Keeping procedures	12Record Keeping.pdf	pdf	5f1b65809adff6745ddd6171	07/24/2020
Maintaining of financial records	13Maintaining Financial Records.pdf	pdf	5f1b658a44827474644ea7ea	07/24/2020
Diversity plan	14Diversity.pdf	pdf	5f1b659262a1117473fb8349	07/24/2020
Qualifications and training	15Qualifications and Training.pdf	pdf	5f1b659a7b30b674269a8c6b	07/24/2020
Energy Compliance Plan	36f0322f-0301-40b9-9dd1-4b843b0d4df0.pdf	pdf	60ff11c0d07ddc0864d06ad0	07/26/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Description of SOP Maintaining Adequate Patient Supply.pdf	pdf	5f1b698854fcae70383a9e0e	07/24/2020

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Description of SOP Determining Reasonable Substitutions for a Patient.pdf	pdf	5f1b69911f0df7704a5e108c	07/24/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Introduction: Since initial licensure and approval of Temescal's diversity and positive impact plans, the Commission has issued two revisions of guidance and requirements for those plans. Temescal has continuously revised these plans to comply with guidance, and will continue to do so. This analysis assumes current (July 2021) diversity and positive impact plans to be in effect.

Goal 1: Inclusive job advertisement

Metrics: 1 job ad/quarter and 1 job fair/year

Fulfillment summary: The program associated with this goal is to produce or participate in job fairs or job postings that advertise to individuals from disproportionately impacted areas. Temescal has continuously posted open job opportunities on our 'Jobs' section of our webpage, and began using JazzHR in Q2 2020 which posts all positions to multiple different job boards to broaden the reach and diversity of candidates. We have additionally standardized our interview process and broadened our equal opportunity hiring statement to expand our diverse hiring practices.

Q3 2020: Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Q4 2020: Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Q1 2021:

- Participation in MCR's Job Fair "Cultivating an Industry: A Virtual Cannabis Career Fair" on March 30 along with other licensees including an economic empowerment operator, responsible vendor trainers, analytical labs, and cannabis hiring and education companies
- Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Q2 2021: Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Progress or Success Goal 2

Description of Progress or Success: Goal 3: Inclusive business partnerships and inclusive institutional support

Metrics: 1 event/introduction/interactions with partners/quarter

Fulfillment summary: The program associated with this goal is to leverage community outreach and corporate development activities to network and pursue business partnerships with diverse businesses/owners in disproportionately impacted areas if possible. Temescal met its goal of at least four meaningful events/introductions/interactions per year.

Q3 2020: Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), & Rene Cleaning (cleaning company, minority owned, located in Fitchburg). Temescal became engaged with all of the above prior to 2020.

Q4 2020:

- Change of Responsible Vendor Trainers to Marijuana Handlers (minority owned)
- Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), & Rene Cleaning (cleaning company, minority owned, located in Fitchburg). Temescal became engaged with all of the above prior to 2020.

Q1 2021: Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), Rene Cleaning (cleaning company, minority owned located in Fitchburg), & Marijuana Handlers (minority-owned) for RVT.

Q2 2021: Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), & Rene Cleaning (cleaning company, minority owned, located in Fitchburg), & Marijuana Handlers (minority-owned) for RVT.

Progress or Success Goal 3

Description of Progress or Success: Goal: Charitable giving in disproportionate impact areas.

Metrics: 2 donations/year (at least \$5,000 total)

Fulfillment summary: Temescal exceeded its goal to donate at least \$5,000 per year across at least two programs by donating about \$30,000 total in the last year from the company, as well as in-store donation drives from patients/caregivers and consumers. Friendly House provides educational, social and family betterment for the residents of Worcester. Fresh Start Furniture Bank collects donated furniture and home items and distributes them to families in need across the state of MA including areas of disproportionate impact. The NAACP, helps to protect voting rights, reform our criminal justice system, achieve education equity, and ensure economic justice for all, including in the case of drug-related incarcerations. The Sentencing Project helps to end the disproportionate incarcerations, including drug related, that people of color face, and works to end mass incarceration. Smile Mass provides accessible playgrounds, recreation, and getaways for families, and our contribution helped with their accessible playground build in Hudson, MA. Project Just Because helps local Massachusetts families, children, and seniors with basic needs of living including food pantries, domestic abuse programs, clothing and basic needs programs, baskets for life circumstances such as child birth and severe illness, birthday and holiday program for children to receive gifts, back to school supplies program, and recycling and furniture programs. Girls Inc Worcester provides programming and resources for girls in the Worcester community, equipping them to navigate gender, economic, and social barriers, to help them grow up healthy, educated, and independent. NAMI helps to end the stigma of mental illness and raise awareness to ensure appropriate resources are available to those whose lives are touched by mental illness and neurodiversity.

Q3 2020: Smile Mass donation of \$8,000 for the Smile2Play Hudson, MA accessible playground build

Q4 2020: No donations

Q1 2021:

- The Sentencing Project donation of \$500
- Project Just Because in-store in kind donation and cash donation drive in the MTCs
- Girls Inc Worcester donation of \$500

Q2 2021:

- Fresh Start Furniture Bank Hudson (serves multiple areas of disproportionate impact) donation of \$10,000
- Friendly House Worcester donation of \$10,000
- NAACP Berkshire chapter in store donations
- NAMI in store donations to local chapter of NAMI

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Introduction: Since initial licensure and approval of Temescal's diversity and positive impact plans, the

Commission has issued two revisions of guidance and requirements for those plans. Temescal has continuously revised these plans to comply with guidance, and will continue to do so. This analysis assumes current (July 2021) diversity and positive impact plans to be in effect.

Goal 1: Inclusive job advertisement

Metrics: 1 job ad/quarter and 1 job fair/year

Fulfillment summary: The program associated with this goal is to produce or participate in job fairs or job postings that advertise to individuals from disproportionately impacted areas. Temescal has continuously posted open job opportunities on our 'Jobs' section of our webpage, and began using JazzHR in Q2 2020 which posts all positions to multiple different job boards to broaden the reach and diversity of candidates. We have

additionally standardized our interview process and broadened our equal opportunity hiring statement to expand our diverse hiring practices.

Q3 2020: Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Q4 2020: Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Q1 2021:

- Participation in MCR's Job Fair "Cultivating an Industry: A Virtual Cannabis Career Fair" on March 30 along with other licensees including an economic empowerment operator, responsible vendor trainers, analytical labs, and cannabis hiring and education companies

- Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Q2 2021: Continuous hiring activities and posting on the TW Jobs website & Jazz HR

Diversity Progress or Success 2

Description of Progress or Success: Goal: Meet or exceed local demographic diversity by year 5.

Fulfillment summary: In two of three race/ethnicity categories, Temescal Pittsfield Agent demographics exceeded local diversity, as reported by current American Community Survey. With regard to gender identification, Temescal has exceeded equal representation of women.

Pittsfield Black population: 4.5%. Temescal Black agents: 10.0%

Pittsfield Asian population: 2.0%. Temescal Asian agents: 0.0%

Pittsfield Hispanic/Latino/a/x population: 6.8%. Temescal Hispanic/Latino/a/x agents: 5.0%

Temescal agents identifying as two or more races (includes white and latino/hispanic): 5.0%

Temescal Pittsfield agents who identify as male: 35.0%

Temescal Pittsfield agents who identify as female: 60.0%

Temescal Hudson agents who identify as non-binary: 5.0%

Diversity Progress or Success 3

Description of Progress or Success: Goal: Provide individualized mentorship to listed demographics.

Metrics: 1 diverse individual promotion/year.

Fulfillment summary: Temescal has mentored four diverse individuals through hiring/promotion, exceeding its stated annual goal.

1. Black female retail manager Pittsfield promoted to compliance manager for all TW licenses (TWMA, August 2020)

2. Female retail assistant manager promoted to retail manager (Pittsfield, September 2020)

3. Female retail associate promoted to retail assistant manager (Pittsfield, December 2020)

4. LGBTQIA+ retail associate promoted to marketing and customer engagement specialist (Pittsfield, March 2021)

Diversity Progress or Success 4

Description of Progress or Success: Goal: Establish relationships with specific organizations that are diversity focused for the purposes of (a) Networking with their constituencies for employment/contracting purposes; (b) Providing information on employment/contracting opportunities; (c) Providing education for individuals falling into the above-listed demographics on the marijuana industry.

Metric: Four events/introductions/interactions annually.

Fulfillment summary: Temescal met its goal with the following relationships:

Q3 2020: Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), & Rene Cleaning (cleaning company, minority owned, located in Fitchburg). Temescal became engaged with all of the above prior to 2020.

Q4 2020:

- Change of Responsible Vendor Trainers to Marijuana Handlers (minority owned)
- Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), & Rene Cleaning (cleaning company, minority owned, located in Fitchburg). Temescal became engaged with all of the above prior to 2020.

Q1 2021: Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), & Rene Cleaning (cleaning company, minority owned, located in Fitchburg). Temescal became engaged with all of the above prior to 2020. Continuous contracting engagement with Marijuana Handlers (minority owned) for Responsible Vendor Training.

Q2 2021: Continuous contracting engagement with Cleartech (IT company, minority owned), Kel & Partners (marketing & PR company, women & LGBTQ+ owned, located in Boston), & Rene Cleaning (cleaning company, minority owned, located in Fitchburg). Temescal became engaged with all of the above prior to 2020. Continuous contracting engagement with Marijuana Handlers (minority owned) for Responsible Vendor Training.

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 6:00 PM
Tuesday From: 10:00 AM	Tuesday To: 6:00 PM
Wednesday From: 10:00 AM	Wednesday To: 6:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 10:00 AM	Sunday To: 5:00 PM



The table below summarizes additional municipal licenses or permits required for the co-location of adult-use marijuana establishment operations with existing, approved medical marijuana operations. Temescal Wellness is in regular communication with municipal stakeholders; has determined requirements to ensure locally compliant co-location of medical and adult-use marijuana operations; and has commenced each available licensing or permitting effort.

Adult-Use (AU) Marijuana Licensing: Local Compliance Requirements					
	Occupancy Certificate	Food Permit	Special Permit	Local Operator Permit	Local Agent Registration
Worcester (Cultivation- Manufacturing)	Revised to reflect AU upon licensure	Revise to reflect AU	Apply for AU-specific special permit; no medical special permit requirement	In process: duplicates submittals provided to CCC	N/A
Hudson (Retail)	Revised to reflect AU upon licensure	N/A	N/A	N/A	N/A
Framingham (Retail) *moratorium through 12/01/18	Revised to reflect AU upon licensure	N/A	N/A	Apply as soon as available from city	Apply as soon as available from city
Pittsfield (Retail)	Revised to reflect AU upon licensure	N/A	In process: AU-specific special permit in addition to medical	N/A	N/A

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

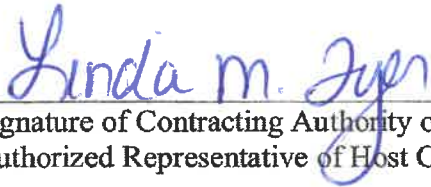
I, Edward T. Rebholz, Jr., CEO, (*insert name*) certify as an authorized representative of Temescal Wellness of Massachusetts, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with City of Pittsfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 25, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I Linda Tyer, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Pittsfield (*insert name of host community*) to certify that the applicant and City of Pittsfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on May 25, 2018 (*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, Edward T. Rebholz, Jr, CEO, (*insert name*) attest as an authorized representative of Temescal Wellness of Massachusetts, Inc. (*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 13, 2018 (*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 April 4, 2018 (*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 April 4, 2018 (*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 April 3, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
TEMESCAL WELLNESS OF MASSACHUSETTS
10 CALLAHAN DRIVE, PITTSFIELD, MASSACHUSETTS**

Notice is hereby given that the Temescal Wellness of Massachusetts (“Temescal Wellness”) of 10 Callahan Drive, Pittsfield, Massachusetts will conduct a Community Outreach Meeting on the following matter on Friday **April 13, 2018 at the Berkshire Athenaeum, 1 Wendell Ave., at 9:00 AM.**

Temescal Wellness intends to apply for an Adult-use Marijuana Retailer license at 10 Callahan Drive, Pittsfield, Massachusetts pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type(s) of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Temescal Wellness.

A copy of this notice is on file with the City Clerk, at the City Councilors’ office, and the Planning and Development office, all located at Pittsfield City Hall, 70 Allen Street, Pittsfield, MA, and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Temescal Wellness

Julia Germaine
COO

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
TEMESCAL WELLNESS OF MASSACHUSETTS
10 CALLAHAN DRIVE, PITTSFIELD, MASSACHUSETTS**

Notice is hereby given that the Temescal Wellness of Massachusetts (“Temescal Wellness”) of 10 Callahan Drive, Pittsfield, Massachusetts will conduct a Community Outreach Meeting on the following matter on Friday **April 13, 2018 at the Berkshire Athenaeum, 1 Wendell Ave., at 9:00 AM.**

Temescal Wellness intends to apply for an Adult-use Marijuana Retailer license at 10 Callahan Drive, Pittsfield, Massachusetts pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type(s) of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Temescal Wellness.

A copy of this notice is on file with the City Clerk, at the City Councilors’ office, and the Planning and Development office, all located at Pittsfield City Hall, 70 Allen Street, Pittsfield, MA, and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

Temescal Wellness

Julia Germaine
COO



CITY OF PITTSFIELD
OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200,
PITTSFIELD, MASSACHUSETTS 01201

Tel. (413) 499-9352
Solicitor@cityofpittsfield.org

April 28, 2021

Kasey Corson, Compliance Director
Temescal Wellness of MA, Inc.
10 Callahan Drive
Pittsfield, MA 01201

Re: 10 Callahan Drive, Pittsfield, MA

Dear Ms. Corson:

In response to your request pursuant to 935 CMR 500.103(4)(f) for documentation from the City of Pittsfield for the records of any cost incurred by the City "reasonably related to the operation of the establishment, which would include the [C]ity's . . . anticipated and actual expenses resulting from the operation of the establishment in its community," we are enclosing the attached memo and exhibits.

The enactment of Chapter 334 of the Acts of 2016 (The Regulation and Taxation of Marijuana Act) introduced a new land use in to our community. In response, after researching how local governments in other parts of the country have been impacted by this land use, the City put in place permitting processes for the cultivation, manufacturing, transportation, testing, and retail sales of cannabis products. We also established a standard Host Community Agreement, fee structure, and memorandum documenting the basis for the fee structure all as provided for under the Act. Copies of these documents are attached.

These procedures have ensured the community is reasonably compensated for the work involved in establishing this new land use in our community. Abutting property owners, residents and businesses have an opportunity to be involved in the development of cannabis businesses in our community.

To date, twenty (20) marijuana related facilities have received local regulatory approvals in Pittsfield and have executed Host Community Agreements. Three (3) facilities/locations have opened for business, Berkshire Roots at 501 Dalton Avenue (Medical/Recreational Retail, Cultivation, Manufacturing, and Transporting), Temescal Wellness at 10 Callahan Drive (Medical/Recreational Retail) and Bloom Brothers on 2 Larch Street (Recreational Retail). As illustrated on the attached spreadsheet, some locations hold multiple licenses and conduct

multiple cannabis-related uses at a single location. Based on local permitting activities, we anticipate three (3) additional retail locations will open within the next 12 months, with additional cultivation and manufacturing uses receiving their Commence Operations status from the CCC.

The memo provides estimated municipal costs related to the permitting, development, monitoring and operation of a marijuana establishment in our community. Once more of permitted facilities go into operation, these cost estimates will be reviewed and updated.

Very truly yours,



Stephen N. Pagnotta
City Solicitor

c: Mayor Tyer
Matt Kerwood, Finance Director
Nate Joyner, Permitting Coordinator



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

MEMORANDUM

TO: File
FROM: Deanna L. Ruffer & Nate Joyner
DATE: April 30, 2018
SUBJECT: HCA HOST FEE SCHEDULE

Host Community Agreements are governed under MA General Law, Chapter 94G, Section 3(d). This statute includes provisions for a community impact fee provided that “the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years”.

The purpose of this memo is to summarize for the record the types of costs anticipated to be “reasonably related to the costs imposed on the City” as a result of these two new uses in our community.

The analysis of anticipated costs has been informed by internal discussions, information available from other communities in Massachusetts, the Cannabis Control Commission, and other third party information sources such as seminars presented by law firms, etc., information obtain through review of experience in other states, and discussions with permitted and proposed marijuana business owners – including the general impression by marijuana business owners that recreational marijuana businesses can be expected to have 3 to 4 times the magnitude of impact on the community in comparison to medical marijuana businesses. Finally, this analysis is also guided by the regulatory cap on community impact fees of three percent of gross revenues.

Ramp-up Costs

The City’s costs date back to the voters’ approval of the Massachusetts Regulation and Taxation Act (Question 4) on November 8, 2016. From this date, to April 2018 when the first application was received, it is estimated that the equivalent of one full time employee’s effort went in to preparing for this new use. This effort involved a range of personnel including but not limited to the Mayor, City

Attorney, Finance Director, City Clerk, Assessor, Community Development Director, City Planner, Permit Coordinator, and related administrative staff. For the purpose of determining the cost of this effort, a blended rate of \$40.00 per hour is used plus an indirect rate of 30%, for a total rate of \$52.00 per hour. Based on an estimated 2,800 hours, the total cost was \$145,600.

Based on market research and initial inquiries, it is anticipated that the local market can absorb 2-3 medical marijuana establishments and 10-12 recreational marijuana facilities, for a total of 12-15 establishments. Using the lower end of this range, *ramp up costs to be applied to each permitted facilities would be \$14,560.*

Development Costs

At a minimum, medical and recreational marijuana establishments are required to obtain site plan approval from the City’s Community Development Board, approval of a special permit from the City’s Zoning Board of Appeals, and a building permit. Additional costs would be required if other permits were required, such as an Order of Conditions from the Conservation Commission. The estimated cost for this permitting process (per establishment) is as follows. In general, these costs are based on FY19 costs and some hourly rates are blended; these costs are expected to inflate annually due to cost of living adjustments, etc. and may change based on the actual staff doing the work. No cost is charged for the board time, as the members are volunteers; although there is definite value to the board time invested in each application.

Category of Cost	FY19 Hourly Rate (including benefits)	Estimated Level of Effort	Total Cost
Administrative Staff	\$20	20	\$ 400
Community Development Director	\$50	10	\$ 500
City Planner	\$36	60	\$2,160
Permitting Coordinator	\$28	60	\$1,680
City Clerk’s Office	\$30	2	\$ 60
Building permitting & inspections	\$40	60	\$2,400
TOTAL/Establishment			\$7,200
ANNUALLIZED COST (over 5 years)			\$1,440

Operational Costs

A retail marijuana establishment was used as the prototype for developing an estimate of the service costs related to an operational marijuana establishment. This was based on the decision that a retail establishment has the most customers (and thus the most traffic, etc.) and thus has the greatest potential to impact the community and its residents. This is not to say that other types of marijuana establishments would not have impacts or require municipal services. In fact, experience in other states has shown that all types of marijuana establishments can impact a community and municipal services.

Some of the types of ongoing services anticipated to be required in direct relationship to the establishment of retail marijuana establishment include but are not limited to:

- Public Safety – traffic impacts, customer volume impacts, additional patrols required in the vicinity of such establishments, on and off site traffic related incidents, development of new policies and procedures, and new training directly related to interaction with people who may be using marijuana or other cannabis based products.
- Public Health – additional health related inquiries, public education needs, and other issues and needs amongst the general population as well as direct users of marijuana or other cannabis based products.
- Zoning – response to complaints from customers of the establishments and from abutters or the community about a specific establishment.
- Finance/administrative – administration of Host Community Agreements, including collection of delinquent fees when required.
- Public School System – additional resources need in public schools to address the consequences of open use of marijuana and cannabis based products in students’ home environments and the abuse of such products by minors.

The above does not include any one time, special request, or contractual services the establishment may seek from the City. This type of service is considered to be outside the scope of the Host Community Agreement.

While at this time it is not possible to estimate the actual costs of the above, for the purpose of developing the Host Community Fee Schedule it has been estimated that this work will be the equivalent of two full time employees per year. Recognizing that this service may involve a number of employees with a range of annual compensation and benefits, for the purpose of establishing Host Community Fees, the conservatively estimated average annual cost per full time employee is \$75,000 per year including benefits, for a **total cost of \$150,000/year**.

In addition, it is anticipated that for recreational marijuana establishments the level of service impact will vary by type of establishment with retail establishments anticipated to require the highest level of ongoing services (or said another way, have the highest level of impact on the community). It is also recognized that the size of facility could influence the level of impact and service requirement, particularly with regard to cultivation and manufacturing establishments. As a result, the estimated variation in level of impact on services has been estimated as follows, with a retail establishment anticipated to require 100% of the level of service identified above.

Type of Establishment	Average Level of Impact	Average Cost per Year
Retail	100%	\$150,000
Indoor or Outdoor Cultivation	10%	\$ 15,000
Manufacturing	5%	\$ 7,500

Annual Evaluation Costs

As this is a new use in the City and Commonwealth, it is anticipated that annual reviews of the operations will be undertaken by the City. This annual evaluation will, at a minimum, include a review and analysis of:

- Nature and number of community reactions and enforcement actions taken over the course of the prior year.
- Traffic impacts – possibly including traffic counts
- Stormwater and other site related impacts – including site visits and potentially evaluation by independent consultants

It is anticipated that the cost of the above review and analysis could range from less than \$500 to several thousand dollars per year, depending on the type and size of the establishment and the nature of its management and operations. For the purpose of establishing the Host Community Fee Schedule, it is estimated that the *average cost will be \$1,500 per year.*

In addition, it is anticipated that one or more annual municipal inspection, similar to those required by other state regulated businesses such as liquor stores, will be required involving public health, building inspections and fire inspection staff. Assuming a three member team, this annual inspection is anticipated to take 12 hours of inspection time and 4 hours of administrative time, at an *annual cost of \$560 per establishment.*

Community Costs

For the purpose of informing the development of this estimate, the range of services provided, the needs and costs incurred in the community related to substance abuse and public education regarding the use of controlled substances were reviewed. More than twenty organizations are involved in providing services in response to these needs, at an aggregate combined cost in the millions per year. Using this information as a guide to the type of services that could be needed, as well as what may be needed to proactively avoid the need for such services, it is estimated that conservatively the city could/should invest at least \$200,000 per year in programs targeted toward recreational marijuana. Based on the industry analysis that the local market can support 10-12 retail marijuana establishments in Pittsfield, the resulting *Community Cost would be \$20,000 per establishment.*

Summary of Projected Costs

The following table compiles the above cost components by type of recreational marijuana facility.

Cost Category	Estimated Average Annual Cost		
	Retail	Indoor or Outdoor Cultivation	Manufacturing
Ramp-Up	\$14,560	\$14,560	\$14,560
Development	\$1,440	\$1,440	\$1,440
Operations	\$150,000	\$15,000	\$7,500

Evaluation	\$2,060	\$2,060	\$2,060
Community	\$20,000	\$20,000	\$20,000
TOTAL	\$188,060	\$53,060	\$45,560

Fee Schedule

The attached Fee Schedule has been prepared based on the above analysis. Furthermore, this schedule takes into consideration that the level of impact to the City and thus the level of services required by each establishment may vary by establishment and may be higher in the early years and stabilize in later years. In other instances, such as public health and school system related needs and costs may increase over time. By comparison, it is anticipated that the level of sales for an individual establishment may start low and increase over time. As a result, the proposed Fee Schedule under compensates the City in the early years of operation, making up for these losses in the later years of the Host Community Agreements.

RECREATIONAL ADULT USE HOST COMMUNITY AGREEMENT

This HOST COMMUNITY AGREEMENT (“Agreement”) is entered into as of _____ (“Effective Date”) by and between [Organization Name] with its main office presently located at [Business Mailing Address] herein referred to as (“XX”) and the City of Pittsfield (“CITY”), a municipal corporation validly existing under the laws of the Commonwealth of Massachusetts, with a principal place of business at 70 Allen St, Pittsfield, MA 01201. Collectively, XX and the CITY may be referred to as “Parties”.

RECITALS

WHEREAS, the Massachusetts Cannabis Control Commission (“CCC”) has granted, or is expected to grant, XX a license to operate a Marijuana Retailer (“MR”) at a property located at [Business Address], Pittsfield, MA 01201 (“Premises”).

WHEREAS, XX, upon being granted an Approval to Sell by the CCC and all other required permits, licenses and approvals from the CITY to begin sales of adult-use marijuana in compliance with 935 CMR 500, agrees to pay certain community impact fees to the CITY in order to provide financial resources to be used for the betterment of the CITY as determined by the City in its sole discretion.

WHEREAS, section 25 of Chapter 55 of the Acts of 2017, styled “An Act to Ensure Safe Access to Marijuana”, provides that “[a]n agreement between a . . . medical marijuana treatment center and a host community may include a community impact fee for the host community, provided, however that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the establishment and shall, in no event, amount to more than 3 percent of the gross sales of the establishment or be effective for longer than 5 years.”

WHEREAS, section 25 of Chapter 55 of the Acts of 2017 further provides that “[a]ny cost to a city or town imposed by the operation of marijuana establishment shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4 of the General Laws.”

NOW THEREFORE, in consideration of the provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, XX offers and the CITY accepts this Agreement in accordance with M.G.L. c. 44, § 53A, and the Parties hereby agree as follows:

1. **Host Community Fees.** The parties stipulate and agree that the CITY will incur additional expenses and impacts upon the CITY's road system, law enforcement, fire protection services, inspectional services, permitting services and public health services. Accordingly, in order to mitigate any such impacts upon the CITY and use of CITY resources, XX shall pay fees to the CITY, on a biannual basis, as follows:

- (a) for the first year of operation, an amount equal to Sixty Thousand Dollars (\$60,000); and
- (b) for the second year of operation, an amount equal to One Hundred Thousand Dollars (\$100,000); and
- (c) for the third year of operation, an amount equal to One Hundred Fifty Thousand Dollars (\$150,000); and
- (d) for the fourth year of operation, an amount equal to Two Hundred Thousand Dollars (\$200,000); and
- (e) for the fifth year of operation, an amount equal to Two Hundred Thousand Dollars (\$200,000).

The initial payment of the Host Community Fee to the CITY shall be made on or before the first of July or January, whichever occurs first, following the end of the first six (6) months from the day XX commences adult-use marijuana sales from the Premises. Thereafter, Host Community Fee payments shall be made to the CITY on or before the first of July and the first of January each year. XX shall notify the CITY when it commences adult-use marijuana sales within the CITY at the Premises. The Host Community Fee shall continue being paid by XX to the CITY, until XX ceases the adult-use marijuana sales at the Premises or upon the expiration of Five (5) years after the Execution Date, whichever is earlier. While the purpose of the Host Community Fee is to assist the CITY in addressing any public health, safety or other effects or impacts the Premises may have on the CITY, the CITY may expend all such fees at the CITY's sole and absolute discretion.

- 2. Local Preference. Except for senior management positions, XX commits to hiring the majority of its employees from the local communities, to the extent permitted by law. In addition to the direct hiring, XX will work in a good faith, legal and non-discriminatory manner to hire local vendors, suppliers, contractors and builders from the Pittsfield area where possible.
- 3. Property Taxes. Except as provided in section 44 of Chapter 55 of the Acts of 2017, at all times during the Term of this Agreement, all property, both real and personal, owned or operated by XX shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by XX or by its landlord to the CITY, and XX shall not object to or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned or operated by XX is determined to be non-taxable or partially non-taxable, a determination of which the XX agrees not to seek at any time during this Agreement or (ii) if XX is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then XX shall pay, as an additional fee to the CITY, an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption ("Additional Fee"). Such Additional Fee payments shall be in addition to all payment obligations owed by XX under Section 1 of this Agreement.

4. Right to Re-Open.

(a) In the event that XX enters into a host community agreement or other similar agreement with another municipality in the Commonwealth of Massachusetts that contains financial terms more beneficial to such municipality than this Agreement provides to the CITY, taking into consideration the marketplace, number of other operating adult-use marijuana facilities and customers in the municipality as compared to the CITY, XX agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee set forth in this Agreement to reflect any such better terms.

(b) If, during the term of this Agreement, the Host Community Fees imposed upon XX under this Agreement are determined to exceed the costs imposed upon the CITY by the operation of the Premises, then the CITY agrees to reopen this Agreement and, in good faith, negotiate an amendment that fairly adjusts the Host Community Fee such that the fee is reasonably related to the costs imposed upon the CITY due to XX's operation of the Premises.

5. Permits and Licenses. The Parties agree that this Agreement and all terms, conditions and requirements contained herein, are subject to, and conditioned upon XX obtaining the required registrations, permits and licenses to sell adult-use marijuana at the Premises. If, for any reason, XX is unable to obtain the required permits and licenses to operate, this Agreement shall be null and void and neither Party shall have any further obligations under this Agreement.

6. Omitted.

7. Term. This Agreement shall go into effect on the Effective Date and shall terminate in the event that XX ceases its MR operations in the CITY or XX's MR license is revoked by the CCC. This Agreement shall terminate upon the occurrence or existence of the appointment of a trustee, receiver or other custodian for any substantial part of XX's assets, or if XX petitions for, permits or suffers insolvency, bankruptcy, liquidation or a winding up of its business or assets. Furthermore, in accordance with section 25 of Chapter 55 of the Acts of 2017, this Agreement shall terminate no later than Five (5) years after the Execution Date. In the event of termination, payments due in that Six (6) month period shall be prorated based on the number of days of operation during said Six (6) month period.

8. Local Authority. This Agreement does not waive, limit, control, govern or in any way describe the legal authority of any CITY board, commission, committee, officer or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend or revoke any permit, license or other approval with respect to, XX, the Premises or any MR thereon; nor does it waive, limit, control, govern or in any way describe the legal authority of the Pittsfield Police Department to investigate, prevent or take action against any criminal activity with respect to XX, the Premises or any MR thereon. Nothing in this

Agreement presumes, implies, suggests or otherwise creates any promise either that XX shall obtain or retain any or all local permits, licenses and other approvals that are required in order to operate an MR at the Premises, or that the CITY shall be required to support or assist in any application for the same. The CITY, by entering into this Agreement is not thereby required or obligated to issue such permits and approvals as may be necessary for the MR to operate in the CITY, or to refrain from enforcement action against XX and/or the Premises for violations of the terms of said permits, approvals and or applicable statutes, ordinances and regulations. The CITY acknowledges that XX may now or in the future enjoy certain rights under the laws of the Commonwealth, and in further consideration of the payments contemplated under this Agreement the CITY agrees that it will refrain from imposing any restrictions on XX's exercise of any rights that may arise solely under such laws. Notwithstanding any other provision of this Section 8, the CITY hereby acknowledges that XX's obligations under this Agreement are contingent upon XX's successful and timely operation of its business, and the CITY therefore agrees to promptly provide XX with a certificate of occupancy for the entirety of the Premises upon XX's substantial completion of the permitted work at the Premises.

9. Common Agreement. No MR or marijuana establishment shall sell or otherwise distribute within the CITY adult-use marijuana or adult-use marijuana infused products, including any products containing or consisting of THC or CBD, unless and until such MR or marijuana establishment has entered into a Host Community Agreement with the same terms, conditions and restrictions as appear within this Agreement. For the avoidance of doubt, the CITY agrees and acknowledges that it will impose upon any MR or marijuana establishment operating within the CITY the same financial and other obligations set forth in this Agreement.
10. Notices. Any and all notices or other communications required or permitted under the Agreement by either Party to the other shall be in writing and delivered by mail, postage prepaid, return receipt requested, by registered or certified mail, or by other reputable delivery service.

(a) Notice to XX shall be delivered to:

[Business Mailing Address]

(b) Notice to CITY shall be delivered to:

City of Pittsfield
Mayor's Office
70 Allen St
Pittsfield, MA 01201

11. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.

12. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.
13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
14. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either Party not receiving the benefit of its bargain.
15. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.
16. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.
17. Acknowledgement. The individuals signing below have full authority to do so by the entity on behalf of which they have signed.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the Execution Date set forth above.

CITY OF PITTSFIELD

[Organization Name]

Linda M. Tyer, Mayor

[Organization Representative]

[Date]



CITY OF PITTSFIELD

DEPARTMENT OF COMMUNITY DEVELOPMENT, CITY HALL, 70 ALLEN STREET, RM 205, PITTSFIELD, MA 01201

RECREATIONAL MARIJUANA HOST COMMUNITY IMPACT FEE TABLE

State License Category		City Annual Community Impact Fee
Indoor or Outdoor Cultivator Tier 1: up to 5,000 square feet Tier 2: 5,001 to 10,000 sq. ft. Tier 3: 10,001 to 20,000 sq. ft. Tier 4: 20,001 to 30,000 sq. ft. Tier 5: 30,001 to 40,000 sq. ft. Tier 6: 40,001 to 50,000 sq. ft. Tier 7: 50,001 to 60,000 sq. ft. Tier 8: 60,001 to 70,000 sq. ft. Tier 9: 70,001 to 80,000 sq. ft. Tier 10: 80,001 to 90,000 sq. ft. Tier 11: 90,001 to 100,000 sq. ft.	Tier 1 – 3	\$10,000
	Tier 4 – 7	\$30,000
	Tier 8 - 11	\$50,000
Retail (Lower of flat fee or 3% of gross sales applies)	Year 1	\$60,000
	Year 2	\$100,000
	Year 3	\$150,000
	Year 4	\$200,000
	Year 5	\$200,000
Manufacturing	Less than 10,000 sq. ft.	\$5,000
	10,001 - 50,000 sq. ft.	\$20,000
	Greater than 50,000 sq. ft.	\$40,000
Independent Testing Laboratory		\$5,000
Research Laboratory		\$5,000
Transporter		\$5,000



Kasey Corson <kasey@temescalwellness.com>

Temescal Wellness Adult-Use License Renewal Host Community Cost

3 messages

Kasey Corson <kasey@temescalwellness.com>

Tue, Jul 20, 2021 at 6:43 PM

To: "Kerwood, Matthew" <mkerwood@cityofpittsfield.org>, "Benjamin, Michele" <mbenjamin@cityofpittsfield.org>

Cc: Linda Katz <linda@temescalwellness.com>, Compliance <compliance@temescalwellness.com>

Good evening,

We are required as part of our adult-use license renewal with the Cannabis Control Commission to request the records of any cost to the municipality reasonably related to the operation of the Temescal Wellness Adult-Use Marijuana Retail Establishment, which would include the anticipated and actual expenses resulting from the operation of our establishment in the community. In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of an MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

I received the below attachment from Stephen Pagnotta for this request back in April 2021 when we were submitting our medical renewals, which I will plan to include with this renewal as well, but I just wanted to ensure there was not any new or updated information that I should be including for this renewal. If there is any updated information for this from what I have attached, if you could please send that to me by Monday 7/26 so we can be sure to include it into our renewal application due that day, that would be much appreciated. We will still accept this information after the fact, and will supplement our renewal application to the Commission with any responses we receive at any time.

If you have any questions related to this request, please don't hesitate to ask. Thank you for your time and assistance, and I look forward to hearing from you!

Best,

Kasey Corson
Compliance Director
Temescal Wellness
603-491-1975
kasey@temescalwellness.com

--

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the intended recipient(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then permanently delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited. **CANNABIS DISCLOSURE:** Temescal Wellness conducts its activities under applicable state laws and regulations relating to legal cannabis. Nothing contained herein, nor any of our activities or services are intended to violate any applicable law.



City of Pittsfield - Temescal Wellness - Information for Renewal Application (D0736426xBFA4C).pdf
1112K

Stephen N. Pagnotta <spagnotta@docatty.com>

Wed, Jul 21, 2021 at 11:31 AM

To: "kasey@temescalwellness.com" <kasey@temescalwellness.com>

Cc: "Benjamin, Michele (mbenjamin@cityofpittsfield.org)" <mbenjamin@cityofpittsfield.org>, "Kerwood, Matthew" <mkerwood@cityofpittsfield.org>

Michele Benjamin forwarded your email to me.

Please accept this email as confirmation that there is no new or updated information from the City of Pittsfield for your renewal.

Stephen N. Pagnotta

Donovan O'Connor & Dodig, LLP

spagnotta@docatty.com

website: www.docatty.com

Mailing address:

[1330 Mass MoCA Way](#)

[North Adams, MA 01247](#)

Tel. (413) 663-3200

Fax (413) 663-7970

Located at:

Building 13, Floor 3, Mass MoCA

[87 Marshall Street, North Adams, MA](#)

The information in this E-mail message is legally privileged and confidential information intended only for the use of the addressee(s) named above. If you, the reader of this message, are not the intended recipient, you are hereby notified that you should not further disseminate, distribute or forward this E-mail message. If you have received this E-mail in error, please notify the sender as soon as possible. In addition, please delete the erroneously received message from any device/media where the message is stored.

From: Kasey Corson <kasey@temescalwellness.com>

Sent: Tuesday, July 20, 2021 6:44 PM

To: Kerwood, Matthew <mkerwood@cityofpittsfield.org>; Benjamin, Michele <mbenjamin@cityofpittsfield.org>

Cc: Linda Katz <linda@temescalwellness.com>; Compliance <compliance@temescalwellness.com>

Subject: Temescal Wellness Adult-Use License Renewal Host Community Cost

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

[Quoted text hidden]

Kasey Corson <kasey@temescalwellness.com>

Wed, Jul 21, 2021 at 12:26 PM

To: "Stephen N. Pagnotta" <spagnotta@docatty.com>

Cc: "Benjamin, Michele (mbenjamin@cityofpittsfield.org)" <mbenjamin@cityofpittsfield.org>, "Kerwood, Matthew" <mkerwood@cityofpittsfield.org>

Excellent, thank you Stephen.

Kasey Corson
Compliance Director
Temescal Wellness
603-491-1975

7/26/2021

Temescal Wellness Mail - Temescal Wellness Adult-Use License Renewal Host Community Cost

kasey@temescalwellness.com

--

CONFIDENTIALITY NOTICE: The contents of this email message and any attachments are intended solely for the intended recipient(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then permanently delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited. CANNABIS DISCLOSURE: Temescal Wellness conducts its activities under applicable state laws and regulations relating to legal cannabis. Nothing contained herein, nor any of our activities or services are intended to violate any applicable law.

[Quoted text hidden]



Plan for positive impact

Temescal Wellness of Massachusetts (“Temescal Wellness” or “Temescal”) will positively impact areas and individuals disproportionately impacted by prior cannabis prohibition across the commonwealth through concerted execution of the company’s existing Diversity Plan. This plan includes an EEO/Affirmative Action policy; established employee diversity goals and workforce utilization report policy; diversity-oriented outreach and events; policy for contracts with diverse groups; and mentoring and professional development programs. The only Temescal Wellness location designated as an Area of Disproportionate Impact is the Pittsfield Retail Establishment, however, Temescal applies its Diversity Plan and plan to positively impact communities to all locations.

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of June 2018, Temescal has final certificate of registration (FCR) as a registered marijuana dispensary (RMD), and is cultivating and manufacturing medical marijuana products in Worcester, dispensing in Hudson and will open dispensaries in Framingham and Pittsfield this summer.

Temescal augments in-house product development expertise with industry-leading licensing relationships, to ensure patients the most-effective medical cannabis products. Temescal will carry this same ethos forward into adult-use cannabis operations in MA, along with business practices aligned with our quality-forward, social-entrepreneurial mission to maximize the medical and socio-economic benefits that legal cannabis potentiates. Foremost among these practices is inclusion at every opportunity, from geography to personnel to vendor selection.

Temescal Wellness’s Diversity Plan is used currently in all markets where we operate; it has produced, for one example, a workforce that is notably diverse in race/ethnicity, gender identity, sexual preference and veteran status – moreover, these workforces are local to and reflect the unique communities in which Temescal operates. In MA, of our current 31-person roster of production and retail Agents, 45.2% are women, 19.4% are people of color, 6.5% are LGBTQ+ and 3.2% are veterans. Temescal’s diversity goals for hiring are tied to local demographics; per the table below, Temescal seeks to hire local workforces that are at least as diverse as that community. Importantly we also recruit speakers of most-common non-English languages in order to best serve the community and advance its universal access to cannabis and knowledge about it.

Community Demographics (2015 ACS data)

Municipality	Black	Asian	Hispanic	Most Common Non-English Languages
Worcester	11.4%	7.2%	20.8%	Spanish, African Languages, Vietnamese
Hudson	1.9%	2.7%	3.9%	Portuguese, Spanish, Chinese
Framingham	5.9%	8.1%	15.5%	Spanish, Portuguese, Russian
Pittsfield	5.4%	1.8%	5.4%	Spanish, Russian, Portuguese

Temescal’s Pittsfield, MA, adult-use cannabis dispensary, co-located with a medical marijuana dispensaries, is in a geographic area of disproportionate impact. Temescal will positively impact the community and its constituents by (1) **creating economic opportunity** for diverse companies and individuals, and (2) **safe consumer access**



through the operation of secure and compliant dispensaries, and providing a wellness-focused consumer product and experience consistent with our mission.

Temescal will create **economic opportunity** for diverse individuals and companies – specifically people of color from communities most-harmed by cannabis prohibition – by continuing to engage THC Staffing for diversity-focused recruiting services. Additionally, Temescal will continue to hold Equal Opportunity Career Fairs like those we conducted in February 2018. During these events, which were marketed directly to diverse communities and individuals, Temescal leadership provided guidance and resources for the sealing of cannabis-related criminal records (and will update this info to include expungement opportunities now). The company also presented general information about requirements of cannabis industry participation.

These career fairs yielded many successful hires and, moreover, publicly proliferated information to encourage and support disproportionately impacted communities to participate in the cannabis industry from major metropolitan cities – Worcester and Framingham – that are currently unserved by the medical marijuana industry and thus underinformed about cannabis in general. Temescal employees earn competitive wages and receive a full benefits package, and enjoy internal promotion and career advancement opportunities in a growing company. Temescal also provides continuing education and mentorship opportunities; as a start-up company, we focus on retaining and developing the skills of early-stage staff in order to mitigate attrition and ensure continuity of operations. Continuing education takes the form of online classes/courses; seminars and conferences; focused work sessions with senior team members or third-party consultants; and quarterly corporate strategy retreats.

Temescal also utilizes resources such as the MA Supplier Diversity Office to identify certified minority-, woman- and veteran-owned businesses for vending and contracting. Temescal will continue to seek out and engage diverse businesses to ensure communities most harmed by cannabis prohibition are given access to the benefits it potentiates.

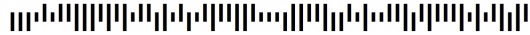
Prior to joining the cannabis industry, much of Temescal’s leadership worked in highly regulated, capital-intensive start-up environments, such as health care, law enforcement, transportation, technology, and food and beverage. Our leadership combines this subject matter expertise with years of cannabis expertise, and experience starting-up and/or operating nine state-legal medical marijuana facilities.

We seek to be generous and transparent with institutional knowledge – to serve as a resource and steward of the nascent cannabis industry – and consider that effort, while less measurable, to be one of the most valuable contributions the company can make towards rectifying harms against communities of color and others disproportionately impacted by cannabis prohibition. These efforts manifest as pro bono presentations to public stakeholder groups; proactive outreach and lobbying to local and state officials; participation in conferences; and through a self-imposed stewardship mission, whereby Temescal Wellness team members in all situations advance the cause of cannabis legalization and create positive associations through evidence-based knowledge and professional comportment.

Temescal’s commitment to providing **safe consumer access** to legal cannabis to adults in MA will also positively impact those communities by decoupling cannabis use from its historical stigma and associated (primarily racial) prejudices. Temescal offers only products that are tested accurately for potency and purity, dispensed by highly trained agents with deep product and compliance knowledge, in welcoming, secure and engaging retail environments.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MANNA WELLNESS INC
141 SW CUTOFF
WORCESTER MA 01604-2709

000018

Why did I receive this notice?

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

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

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

What if I have questions?

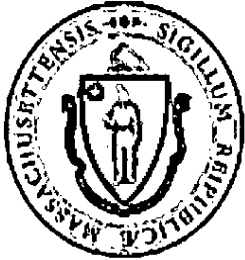
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor 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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

Special Filing Instructions

Restated Articles of Organization
(General Laws, Chapter 180, Section 7)

Identification Number: 462527018

We, THEODORE A. WILEY President Vice President,

and THEODORE A. WILEY Clerk Assistant Clerk,

of MANNA WELLNESS, INC.

located at: 307 FERRY STREET MARSHFIELD, MA 02050 USA

do hereby certify that the following Restatement of the Articles of Organization was duly adopted at a meeting held on: 11/22/2016, by vote of:

0 members, 5 directors, or 0 shareholders,
being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation is:

TEMESCAL WELLNESS OF MASSACHUSETTS INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED FOR NONPROFIT PURPOSES INCLUDING, BUT NOT LIMITED TO, PROVIDING PALLIATIVE RELIEF AND WELLNESS SERVICES TO PATIENTS SUFFERING FROM DEBILITATING MEDICAL CONDITIONS SUCH AS CANCER, GLAUCOMA, HIV, AIDS, HEPATITIS C, ALS, CROHN'S DISEASE, PARKINSON'S DISEASE, MULTIPLE SCLEROSIS AND OTHER CONDITIONS. THE CORPORATION MAY, AS PERMITTED BY LAW, ENGAGE IN ANY AND ALL ACTIVITIES IN FURTHERANCE OF, RELATED TO, OR INCIDENTAL TO THESE PURPOSES WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION FORMED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS. ANY REVENUE FROM THE CORPORATION SHALL BE USED SOLELY IN FURTHERANCE OF THE CORPORATION'S NONPROFIT PURPOSE.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:
(If there are no provisions state "NONE")

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

The effective date of the Restated Articles of Organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VI

The information contained in Article VI is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

No. and Street: 307 FERRY STREET
City or Town: MARSHFIELD State: MA Zip: 02050 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020
TREASURER	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020
CEO	ANTHONY PARRINELLO	52 WHISPERING WAY STOW, MA 01775 USA	6/2020
CLERK	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020
DIRECTOR	KAREN KATZ	222 PLEASANT ST. BROOKLINE, MA 02446 USA	6/2020
DIRECTOR	EDWARD T. REBHOLZ JR.	5333 JAMES AVE. OAKLAND, CA 94618 USA	6/2020
DIRECTOR	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020

DIRECTOR	G. MALIK BURNETT	204 COLLEGE STATION DR. UPPER MARLBORO, MD 20774 USA	6/2020
DIRECTOR	MARCIANE T. KELLY	163 GREENACRE AVE. LONGMEADOW, MA 01106 USA	6/2020
DIRECTOR	ROBERT W. JOHNSON	17 ABORN AVE. WAKEFIELD, MA 01880 USA	6/2020

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: JULIA B.C. GERMAINE
No. and Street: 307 FERRY STREET
City or Town: MARSHFIELD State: MA Zip: 02050 Country: USA

We further certify that the foregoing Restated Articles of Organization affect no amendments to the Articles of Organization of the business entity as heretofore amended, except amendments to the following articles. Briefly describe amendments below:

ARTICLE I. COMPANY NAME RESTATED TO: TEMESCAL WELLNESS OF MASSACHUSETTS IN C. COMPANY'S USE OF SAME NAME IS PREAUTHORIZED BY TEMESCAL WELLNESS OF MASSACHUSETTS LLC. PRIOR NAME: MANNA WELLNESS, INC. ARTICLE VI(D). UPDATED BUSINESS MAILING ADDRESS OF REGISTERED AGENT.

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of December, 2016,
THEODORE A. WILEY , President / Vice President,

THEODORE A. WILEY , Clerk / Assistant Clerk.



Temescal Wellness of Massachusetts LLC
Ted Reholz, Manager | ted@temescalwellness.com | 650.438.7698

By email and USPS

December 8, 2016

To Massachusetts Secretary of the Commonwealth,

As Manager of Temescal Wellness of Massachusetts LLC, I hereby authorize the name-change of Manna Wellness Inc. to Temescal Wellness of Massachusetts Inc. Please accept this letter by digital and USPS submission as my consent on behalf of the LLC.

Respectfully,

ETReholz Jr.

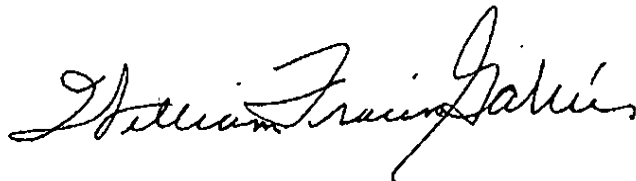
Ted Reholz
Manager

CC: Keith Sweeney via keith.sweeney2@state.ma.us

THE COMMONWEALTH OF MASSACHUSETTS

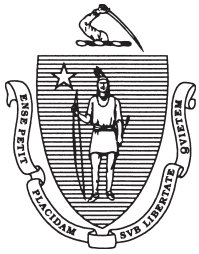
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

December 08, 2016 03:26 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: March 30, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,

TEMESCAL WELLNESS OF MASSACHUSETTS INC.

is a domestic corporation organized on **May 15, 2013**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; that said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

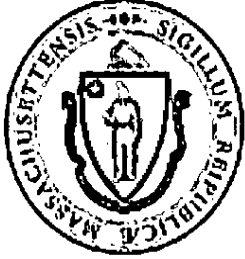
William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18040013470

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

Special Filing Instructions

Restated Articles of Organization
(General Laws, Chapter 180, Section 7)

Identification Number: 462527018

We, THEODORE A. WILEY President Vice President,

and THEODORE A. WILEY Clerk Assistant Clerk,

of MANNA WELLNESS, INC.

located at: 307 FERRY STREET MARSHFIELD, MA 02050 USA

do hereby certify that the following Restatement of the Articles of Organization was duly adopted at a meeting held on: 11/22/2016, by vote of:

0 members, 5 directors, or 0 shareholders,
being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation is:

TEMESCAL WELLNESS OF MASSACHUSETTS INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED FOR NONPROFIT PURPOSES INCLUDING, BUT NOT LIMITED TO, PROVIDING PALLIATIVE RELIEF AND WELLNESS SERVICES TO PATIENTS SUFFERING FROM DEBILITATING MEDICAL CONDITIONS SUCH AS CANCER, GLAUCOMA, HIV, AIDS, HEPATITIS C, ALS, CROHN'S DISEASE, PARKINSON'S DISEASE, MULTIPLE SCLEROSIS AND OTHER CONDITIONS. THE CORPORATION MAY, AS PERMITTED BY LAW, ENGAGE IN ANY AND ALL ACTIVITIES IN FURTHERANCE OF, RELATED TO, OR INCIDENTAL TO THESE PURPOSES WHICH MAY LAWFULLY BE CARRIED ON BY A CORPORATION FORMED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS. ANY REVENUE FROM THE CORPORATION SHALL BE USED SOLELY IN FURTHERANCE OF THE CORPORATION'S NONPROFIT PURPOSE.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:
(If there are no provisions state "NONE")

Note: The preceding four (4) articles are considered to be permanent and may ONLY be changed by filing appropriate Articles of Amendment.

ARTICLE V

The effective date of the Restated Articles of Organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VI

The information contained in Article VI is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is:

No. and Street: 307 FERRY STREET
City or Town: MARSHFIELD State: MA Zip: 02050 Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020
TREASURER	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020
CEO	ANTHONY PARRINELLO	52 WHISPERING WAY STOW, MA 01775 USA	6/2020
CLERK	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020
DIRECTOR	KAREN KATZ	222 PLEASANT ST. BROOKLINE, MA 02446 USA	6/2020
DIRECTOR	EDWARD T. REBHOLZ JR.	5333 JAMES AVE. OAKLAND, CA 94618 USA	6/2020
DIRECTOR	THEODORE A. WILEY	40-46 PRINCE STREET UNIT 44 CAMBRIDGE, MA 02139 USA	06/2020

DIRECTOR	G. MALIK BURNETT	204 COLLEGE STATION DR. UPPER MARLBORO, MD 20774 USA	6/2020
DIRECTOR	MARCIANE T. KELLY	163 GREENACRE AVE. LONGMEADOW, MA 01106 USA	6/2020
DIRECTOR	ROBERT W. JOHNSON	17 ABORN AVE. WAKEFIELD, MA 01880 USA	6/2020

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: JULIA B.C. GERMAINE
No. and Street: 307 FERRY STREET
City or Town: MARSHFIELD State: MA Zip: 02050 Country: USA

We further certify that the foregoing Restated Articles of Organization affect no amendments to the Articles of Organization of the business entity as heretofore amended, except amendments to the following articles. Briefly describe amendments below:

ARTICLE I. COMPANY NAME RESTATED TO: TEMESCAL WELLNESS OF MASSACHUSETTS IN C. COMPANY'S USE OF SAME NAME IS PREAUTHORIZED BY TEMESCAL WELLNESS OF MASSACHUSETTS LLC. PRIOR NAME: MANNA WELLNESS, INC. ARTICLE VI(D). UPDATED BUSINESS MAILING ADDRESS OF REGISTERED AGENT.

SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of December, 2016,
THEODORE A. WILEY , President / Vice President,

THEODORE A. WILEY , Clerk / Assistant Clerk.



Temescal Wellness of Massachusetts LLC
Ted Reholz, Manager | ted@temescalwellness.com | 650.438.7698

By email and USPS

December 8, 2016

To Massachusetts Secretary of the Commonwealth,

As Manager of Temescal Wellness of Massachusetts LLC, I hereby authorize the name-change of Manna Wellness Inc. to Temescal Wellness of Massachusetts Inc. Please accept this letter by digital and USPS submission as my consent on behalf of the LLC.

Respectfully,

ETReholz Jr.

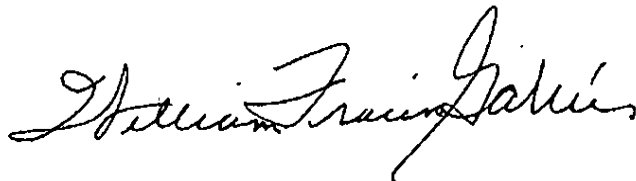
Ted Reholz
Manager

CC: Keith Sweeney via keith.sweeney2@state.ma.us

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:

December 08, 2016 03:26 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BYLAWS
of
TEMESCAL WELLNESS OF
MASSACHUSETTS INC.

BYLAWS
of
TEMESCAL WELLNESS OF
MASSACHUSETTS, INC.

Table of Contents		Page
Article 1.	General Provisions	1
	1.1 Name	1
	1.2 Offices	1
	1.3 Fiscal Year	1
	1.4 No Voting Members	1
Article 2.	Statement of Purposes	1
Article 3.	Board of Directors	2
	3.1 Authority	2
	3.2 Composition	2
	3.3 Terms of Office	2
	3.4 Meetings	2
	3.5 Quorum and Voting	2
	3.6 Meetings By Remote Communication	2
	3.7 Action Without a Meeting	2
	3.8 Waiver of Notice for Meetings	2
	3.9 Committees	3
	3.10 Compensation	3
	3.11 Resignation	3
	3.12 Removal	3
	3.13 Vacancies	3
Article 4.	Officers	3
	4.1 Officers	3
	4.2 Election	3
	4.3 Vacancies	3
	4.4 Removal	4
	4.5 President	4
	4.6 Treasurer	4
	4.7 Clerk	4
Article 5.	Corporate Transactions	4
	5.1 Contracts	4
	5.2 Indebtedness	4
	5.3 Deposits	4
Article 6.	Books and Records	5
Article 7.	Restrictions on Activities	5
Article 8.	Dissolution	5
Article 9.	Conflicts of Interest	6
Article 10.	Personal Liability	6
Article 11.	Indemnification	6
Article 12.	Amendment to Bylaws	7

BYLAWS
of
TEMESCAL WELLNESS OF MASSACHUSETTS, INC.

ARTICLE 1

General Provisions

Section 1.1 Name. The name of this corporation is Manna Wellness Inc., and shall herein be referred to as "the corporation."

Section 1.2 Offices. The principal business office of the corporation shall be at 100 North Street, Suite 405, Pittsfield, Massachusetts 01201. The corporation may also have offices at such other places as the corporation may require.

Section 1.3 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on the following December 31 of each year.

Section 1.4 No Voting Members. The corporation shall have no voting members. All powers of the corporation shall be held by the board of directors. Any action or vote required or permitted by any law, rule, or regulation to be taken by members shall be taken by action or vote of the same percentage of the board of directors of the corporation. No person now or hereafter designated by the corporation as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or bylaws of the corporation nor shall such person have any voting or fiduciary rights or responsibilities of the corporation.

ARTICLE 2

Statement of Purposes

The corporation is organized for nonprofit purposes including, but not limited to, providing palliative relief and wellness services to patients suffering from debilitating medical conditions such as cancer, glaucoma, HIV, AIDS, hepatitis C, ALS, Crohn's disease, Parkinson's disease, multiple sclerosis and other conditions. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts.

The corporation shall operate on a non-profit basis for the benefit of qualifying patients. Any revenue from the corporation shall be used solely in furtherance of the corporation's nonprofit purpose.

ARTICLE 3

Board of Directors

Section 3.1 Authority. The business and affairs of the corporation shall be controlled and governed by the board of directors, which shall have the right to exercise all powers of the corporation as permitted by law.

Section 3.2 Composition. The number of directors and the manner by which new directors are nominated and appointed shall be determined by the directors.

Section 3.3 Terms of Office. The board of directors shall determine the length and number of terms to be served by directors.

Section 3.4 Meetings. The board of directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the board. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

Section 3.5 Quorum and Voting. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these bylaws.

Section 3.6 Meetings by Remote Communication. One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

Section 3.7 Action Without a Meeting. Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

Section 3.8 Waiver of Notice for Meetings. Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these bylaws, or the laws of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

Section 3.9 Committees. The board of directors may create such standing and special committees as it determines to be in the best interest of the corporation. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

Section 3.10 Compensation. Directors as such shall not receive any salaries for their services on the board, but directors may receive reimbursement for reasonable travel expenses incurred in the

course of fulfilling their duties to the corporation and shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation.

Section 3.11 Resignation. Any director may resign by delivering a written resignation to the corporation at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

Section 3.12 Removal. Any director may be removed, with or without assignment of cause, by a vote of two-thirds of the entire board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 3.13 Vacancies. Any vacancy occurring in the board of directors shall be filled by the board of directors in accordance with provisions of Section 3.2 above. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE 4

Officers

Section 4.1 Officers. The officers of the corporation shall be a president, treasurer, and clerk of the board of directors and such other officers as may be elected in accordance with the provisions of this Article.

Section 4.2 Election. The officers of the corporation shall be elected annually by the board of directors at the annual meeting. Each officer shall hold office until a successor shall have been elected and qualified.

Section 4.3 Vacancies. A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

Section 4.4 Removal. Any officer may be removed, with or without assignment of cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the officer whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

Section 4.5 President. The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the corporation authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

Section 4.6 Treasurer. The treasurer, or other proper officer or agent of the corporation authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

Section 4.7 Clerk. The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

ARTICLE 5

Corporate Transactions

Section 5.1 Contracts. The board of directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined by specific instances.

Section 5.2 Indebtedness. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by the president or treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the corporation.

Section 5.3 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

ARTICLE 6

Books and Records

The corporation shall keep at the principal office of the corporation correct and complete books and records of account; minutes of the proceedings of board of directors; and a register of the names and addresses of the directors of the corporation. All books, and records of the corporation may be inspected by any director, or agent or attorney thereof, for any proper purpose at any reasonable time.

ARTICLE 7

Restrictions on Activities

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation. At all times, the Company shall operate for the benefit of qualifying patients and funds are to be used solely in furtherance of the non-profit mission.

ARTICLE 8

Dissolution

In the event of dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

ARTICLE 9

Conflicts of Interest

Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval, including confirmation that the decision taken, if any, shall ensure that funds are used solely in furtherance of the non-profit mission.

ARTICLE 10

Personal Liability

No officer or director of the corporation shall be personally liable to the corporation for monetary damages for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (i) for a breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the officer or director derived an improper personal benefit.

ARTICLE 11

Indemnification

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article constitutes a contract between the corporation and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

ARTICLE 12


Amendments to Bylaws

These bylaws may be amended or repealed by a majority vote of the entire board of directors.

(End of Bylaws)

CERTIFICATION

These bylaws were approved at a meeting of the board of directors by a unanimous vote on June 15, 2015.

Secretary 

June 15, 2015

Date

Response to RFI July 27, 2018
MO Profile Packet
Temescal Wellness of Massachusetts

The following individual are no longer associated with Temescal Wellness of Massachusetts, Inc. Board positions with the non-profit entity are voluntary and uncompensated. Attached are copies of filings with MA Secretary of the Commonwealth describing the below-referenced changes to directors and officers.

1. Robin Sutherland: Appointed to board of directors 3/24/17. Resigned 7/27/18 due to competing professional demands.
2. Theodore A. Wiley: Appointed to board of directors 6/18/15. Resigned 3/24/17 due to competing professional demands.
3. Anthony Parrinello: Appointed CEO on 6/29/15. Terminated from position effective 9/19/17.
4. Karen Katz: Appointed to board of directors 6/29/15. Resigned 6/14/17 due to competing professional demands.
5. G. Malik Burnett: Appointed to board of directors 6/29/15. Resigned 6/4/17 due to competing professional demands.
6. Marciane T. Kelly: Appointed to board of directors 6/29/15. Resigned 9/19/17 due to competing professional demands.



Plan for Obtaining Liability Insurance

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of June 2018, Temescal has final certificate of registration (FCR) as a registered marijuana dispensary (RMD), and is cultivating and manufacturing medical marijuana products in Worcester, dispensing in Hudson and will open dispensaries in Framingham and Pittsfield this summer.

Under existing medical marijuana licensure, Temescal is fully insured by James River Insurance Co. (including but not limited to general and product liability) in compliance with and in excess of state regulations.

The following page provides notice from Marsh & McLennan Agency that it is seeking placement of additional liability insurance for adult-use cannabis business operations, which will comply with all requirements of 925 CMR 500.105(10). General liability insurance coverage will cover no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually; product liability insurance coverage will cover no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

Temescal Wellness of Massachusetts
Adult Use Marijuana Retail Establishment



Marsh & McLennan Insurance Agency LLC
MarshMMA.com
CA Insurance Lic. 0H18131

June 7, 2018

To Whom It May Concern:

Marsh & McLennan Agency is actively working with James River Insurance Co. to place adult use General and Product Liability for Temescal Wellness of Massachusetts Inc. This insurance policy will be in addition to the current medical General and Product Liability that Temescal Wellness of Massachusetts Inc already holds with James River Insurance Co.

Sincerely,

Theo Friederich, CIC
Client Manager | Property + Casualty Division
Marsh & McLennan Insurance Agency LLC
[1340 Treat Boulevard](#) | Suite 250 | [Walnut Creek, CA 94597](#)
p: +1 925 482 9334 | f: +1 925 482 9390
theo.friederich@marshmma.com | [MMA-West.com](#)



Business Plan

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of June 2018, Temescal has final certificate of registration (FCR) as a registered marijuana dispensary (RMD), and is cultivating and manufacturing medical marijuana products in Worcester, dispensing in Hudson and will open dispensaries in Framingham and Pittsfield this summer.

Temescal Wellness' mission is to delight as many patients and customers as possible with a respectful, safe and informative in-store experience and with consistently high-quality cannabis products. Temescal Wellness achieves this customer-centric mission by focusing on the **three key pillars of People, Place and Products**:

1. **People:** every single engagement with a Temescal employee will put the customer at ease, giving her the comfort and security that her choice of cannabis products will be guided by the best-trained staff in the cannabis industry. Temescal provides unrivaled training to every single Patient Service Associate, with 60+ hours devoted to compliance, seed-to-sale tracking software, security, cannabis science, and product characteristics, including time-to-onset, titration and potential side effects. Each customer will leave a Temescal dispensary with the confidence that they are respected and informed as to appropriate use of Temescal's high-quality product offerings.
2. **Place:** Temescal's locations are highly-secure, easily-accessible and offer ample parking. When a customer enters a Temescal facility, she is greeted by staff, offered a private, one-on-one consultation, and afforded a variety of educational materials, both in paper form and displayed on digital monitors. Temescal locations aim to maximize comfort, with soothing colors and finishes, and to empower customers to engage staff and educational materials.
3. **Products:** Temescal will offer to customers a wide range of cannabis flower, extraction and infusion products. With several years of experience engaging patients in New Hampshire and Maryland, Temescal Wellness is uniquely positioned to understand existing and emerging customer preferences. The shelves in Temescal Wellness retail locations will offer products produced by Temescal and by other, licensed producers in Massachusetts; to date, Temescal Wellness has already purchased products for medical sales from at least three different, licensed producers in Massachusetts, and Temescal will continue to access the best products for its patients from various licensed sources. Temescal's understanding of customer needs, coupled with its existing relationships with other producers, will ensure a consistent variety of cannabis products for customers.

Management Team Experience. Temescal Wellness has an experienced team with a proven track record of implementation. In New Hampshire, Temescal Wellness won two of four licenses, and was serving patients within twelve months of license award, having designed, built and secured all approvals for a cultivation-and-manufacturing facility and two dispensaries. In Maryland, Temescal Wellness was one of only six operators to win cultivation, processor and dispensary licenses, and was the first company to have all three licenses in operations. Temescal Wellness' executive team includes domain experts in retail operations, industrial-scale horticulture, and compliance, among other key areas. Temescal executives focus on diligent fiscal management, on recruiting highly-qualified employees at all levels of the organization, and on continuous training, performance evaluation and refinement of Standard Operating Procedures.

Temescal's business plan for marijuana retail, cultivation and manufacturing establishments is further strengthened by its: industry and market analysis, sales and marketing plans, ownership and financial plans, and operations plans.

Industry and market analysis. As an existing RMD currently operating a cultivation-manufacturing facility and a dispensary, with two additional dispensaries scheduled to open by September, Temescal Wellness is well-



positioned to serve both medical and adult-use patients as a vertically integrated operator. In addition to producing cannabis and infused products for sale at its three medical and retail dispensaries, Temescal will continue to procure additional supply from existing RMD wholesale partners – all of which intend to license adult-use cultivation and manufacturing – as well as develop relationships with newly licensed producers.

With retail establishment locations in Pittsfield, Hudson and Framingham, Temescal Wellness brings safe access to medical and adult-use cannabis products to two underserved geographic areas: Western Mass and Metro West.

Sales and marketing plans. Temescal Wellness was founded as a medical marijuana operator and is dedicated to the ongoing development of products and experiences that advance cannabis medicine. Temescal’s adult-use sales and marketing plans are also focused on wellness and safe adoption. Adult-use cannabis sales and marketing efforts will comply with all applicable rules and regulations, including municipal requirements.

Ownership and financial plans. Temescal Wellness of Massachusetts, Inc., (“TWMA Inc.”) is a Massachusetts not-for-profit. It is governed by a board of directors, and managed/funded by Temescal Wellness of Massachusetts, LLC, (“TWMA LLC”) also registered in Massachusetts. Both entities were formed in 2013, and their structure and relationship has been approved by MA DPH for the compliant governance and operation of RMDs.

In the first quarter of 2018, TWMA LLC completed its fundraising efforts, and is fully funded for the start-up and operation of four facilities – one consolidated cultivation-manufacturing production facility and three retail dispensaries. Under a management agreement approved by a third-party non-profit attorney and MA DPH, TWMA LLC provides funding and management services, the latter of which includes staffing and operations plans.

Operations plans. Once licensed for adult-use cultivation, manufacturing and retail establishments, Temescal Wellness will continue vertically integrated operations. Temescal will be able to expand its Worcester production facility to further increase output. Within 24 months of positive cashflow, the company may choose to seek production expansion opportunities; to this end, Temescal has retained right of first refusal to develop the compliant, vacant lot directly adjacent to its existing cultivation-manufacturing facility In Worcester.



Separating recreational from medical operations, if applicable

Temescal Wellness of Massachusetts (“Temescal Wellness” or “Temescal”) separates medical marijuana and adult-use cannabis operations by revising its existing policies and procedures especially those relating to (1) age and access restrictions, (2) production planning and inventory management, including packaging/labeling and storage protocol, (3) point-of-sale transactions and (4) recordkeeping. Revisions ensure operational compliance with requirements of all local and state law and regulation, including especially 935 CMR 500, 501 and 502. Temescal has successfully demonstrated its ability to separate medical and adult-use operations through existing co-located operations in Hudson, Pittsfield, and Framingham.

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Relating to age and access restrictions, Temescal separates medical and adult-use cannabis sales by following separate procedures for admitting patients or consumers, respectively, onto the dispensary site and into the facility. As stated on physical signage outside the facility, medical patients must show a valid Patient ID issued by CCC to a video intercom for admittance through the front door and into a secure vestibule; and adult-use consumers must show a valid government-issued ID for admittance.

Doors comprising the secure vestibule are remotely controlled by the assigned Agent performing ID validation and checking-in patients/consumers, and the entire site and facility are under high-definition surveillance in compliance with all regulations. No individual may enter the facility who is not at least 21 years old and in possession of a valid government issued ID; no individual under the age of 21 may enter the facility without a valid Patient ID and if under the age of 18, without a registered caregiver possessing a valid Caregiver ID.

No medical marijuana patient may purchase medical marijuana without a valid Patient ID and valid government-issued ID, or an amount of medical marijuana in excess of the purchase limit reported in Virtual Gateway. No adult-use consumer may purchase products from Temescal’s medical marijuana inventory, or purchase an amount of product from Temescal’s adult-use cannabis inventory in excess of one ounce (or five grams of concentrate) per transaction, per 935 CMR 500.140(4).

Once in the secure vestibule, patients must provide the valid Patient ID and a second valid government-issued ID for physical inspection by a trained Agent, after which point the Agent verifies patient purchase limit and certification/registration information in the Virtual Gateway. All first-time patients are required to sign an attestation acknowledging rights and regulations, including penalties for diversion. Any registered patient under the age of 18 must be accompanied by a registered caregiver for admission into the facility. Following Virtual Gateway verification, patients are checked into a HIPAA-compliant virtual queue for point-of-sale, and are admitted into the sales floor, where sales are conducted in compliance with all regulations.

Once in the secure vestibule, adult-use consumers must provide the valid government-issued ID for physical inspection by a trained Agent using an industry-standard ID scanner/reader (ID Science). All first-time consumers are required to sign an attestation acknowledging rights and regulations, including penalties for diversion. These attestations are securely stored internally as confidential information, according to Temescal policies and procedures and in compliance with applicable laws and regulations including those related to inspection. Upon ID validation, consumers are then checked into the HIPAA-compliant virtual queue and are admitted into the sale floor, where sales are conducted in compliance with all regulations.



On the sales floor, Temescal physically separates, using stanchions and instructional signage, those point-of-sale stations designated for medical and adult-use sales areas; medical patients are not limited to the medical point-of-sale stations. Temescal's dispensing protocol requires the individual ushering by a Sales Agent of patients or consumers from waiting areas to the specific point-of-sale station assigned to that Agent and accessible to the patient or consumer, which will ensure a compliant and personalized patient and consumer point-of-sale transaction.

Relating to production planning and inventory management, Temescal separates medical and adult use cannabis sales with separate, distinct packaging/labeling and storage of medical and adult-use products. Products are easily identifiable as either medical or adult-use (e.g., "flagged" labels in a vibrant color). Only sale-ready medical or adult-use cannabis products are received to Temescal dispensaries: sealed in tamper-evident, certified child-resistant packaging with compliant labels, and pre-sorted into separate, clearly labeled medical or adult-use inventory storage containers.

Temescal virtually separates medical and adult-use inventory in inventory management software (METRC) starting at the production stage and continuing uninterrupted through the point-of-sale software (Green Bits). Physically, inventory is be stocked into separate, easily identifiable shelving and storage units designated for medical and adult-use products.

Relating to point-of-sale transactions, Temescal separates medical and adult use cannabis sales by (1) serving the patient or consumer at the compliant point-of-sale station, designated during check-in in the secure vestibule, and (2) using Green Bits functionality to designate a transaction as either medical or adult-use before commencing the transaction. A medical patient may not purchase medical and adult-use cannabis within the same transaction, and the sales-type designation is required before entering the sales floor to ensure the patient or consumer is purchasing compliant inventory.

Relating to recordkeeping, Temescal ensures transaction compliance by following separate transaction and recordkeeping policies and procedures for medical and adult-use sales in compliance with all applicable rules and regulations, including especially 935 CMR 500.105(8) and (9). For example, prior to completing a medical transaction in point-of-sale software, transaction data must be entered in Virtual Gateway to ensure patient purchase records are live-updated.

For all transactions, Temescal complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements, and adopted separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales. Temescal will maintain and provide to the Commission sales data collected by the licensee during the six months for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).



Restricting access to age 21 and older

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Using a secure vestibule and video intercom system, Temescal only admits consumers into its marijuana establishments who are able to furnish a valid, government-issued identification form showing they are over the age of 21. No person under the age of 21 (including visitors) will be admitted into any Temescal Wellness facility unless s/he is a registered medical marijuana patient with valid patient ID and second valid government-issued ID.

Only one person at a time is admitted into the secure vestibule unless a Temescal Agent is physically present in the vestibule to manually operate doors and control access. As warranted, a Temescal Agent may exit the facility to attend to and confirm the age/identity of patients and consumers outside the facility's entrance. In these ways, no unauthorized person may enter the retail establishment, nor could access a point-of-sale Agent to purchase marijuana. Temescal Agents are trained to inspect ID forms and re-inspect a consumer's ID at the point-of-sale, following first inspection at the video intercom and second inspection in the secure vestibule, if a consumer does not appear 21 or older.

Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents are re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents will serve both medical patients and adult-use consumers, and will receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these "dual pathway" policies and procedures prior to starting work.

As an example of a dual-pathway revision, SOP MA.5.001 has been revised to stipulate protocol for checking-in either a medical patient or an adult-use consumer. For an adult-use consumer, instead of requesting inspection of a valid Patient ID at the video intercom prior to facility entry, the Agent will request inspection of a valid government-issued ID to ensure the consumer is over the age of 21, prior to facility entry.

Upon entry into the secure vestibule, the consumer must then furnish the government ID for close inspection and digital scan, in order to be granted entry to the sales floor as an adult-use consumer. Similarly, a medical patient must furnish both a valid government ID and valid patient ID for close inspection in order to be granted entry to the sales floor as a medical patient, and the Agent must also confirm registration/certification dates and purchase limit in Virtual Gateway. In this way, designation of an individual as either patient or consumer occurs prior to entry into the facility. Temescal will use an industry-standard driver's license scanner and a digital file repository to quickly and efficiently maintain and access records of all facility entrants, including visitors.



Quality control and testing

Temescal Wellness operates marijuana establishments in compliance with 935 CMR 500, including 500.160 relating to quality control and testing. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal's quality control policies and procedures include testing product in compliance with 935 CMR 500 and 935 CMR 501 using a Licensed Independent Testing Laboratory in compliance with M.G.L. c.94C, § 34, and approved by the Commission. Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance in instances where adult-use and medical cannabis protocols differ.

Temescal will not sell or market any marijuana product, including marijuana, for adult use that has not passed required testing by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing is performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, originally published by MA DPH. Temescal also tests environmental media (e.g., growing media and water) in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published first by MA DPH then CCC.

Temescal Wellness retail marijuana establishments will not receive any products into the facility that have not passed all required testing or that do not bear full production labels including analytical testing results and product warning labels. In order to be received, products must also be accompanied by testing results, which are made available for inspection by patients and consumers upon request. In the event of voluntary or involuntary recall, Temescal will follow all applicable regulations and guidance to coordinate products return and compliant disposal.

Temescal is engaged with MCR Labs of Framingham as its primary Independent Testing Laboratory and CDX Laboratory as its secondary ITL, and performs testing protocols from its Worcester cultivation and manufacturing facility only. Temescal cultivation and manufacturing Agents will support sampling and submission protocols in compliance with 925 CMR 500.160; to ensure product quality and prevent contamination, Temescal retail Agents at a retail establishment will not receive, let alone handle, untested marijuana.

SOPs relating to quality control and testing in retail establishments include:

- MA.4.005.Retail Cannabis Waste Handling
- MA.4.006.Storage: Operational Hours
- MA.4.007.Storage: Non-Operational Hours
- MA.8.006:Recall
- MA.12.001:Cannabis Waste Isolation and Storage
- MA.12.002: Cannabis Waste Disposal

Although retail establishment Agents will not typically participate in analytical testing, since any product received at the dispensary will be tested and labeled with passing results, they are trained on relevant SOPs and General Testing Policy MA.E.01. This policy describes in full the compliant submission of product samples for required testing; protocol for response in the event of contamination including duty to report; and protocol for identifying the source of contamination.



Personnel policies including background checks

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including 500.005, 030, 031, 032 and 033 related to marijuana establishment agents. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal Wellness complies with all laws and regulations relating to personnel requirements and conducts all required background checks. Personnel policies are contained in the employee handbook, and written policies and procedures. Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents will be re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents serve both medical patients and adult-use consumers, and receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these “dual pathway” policies and procedures prior to starting work.

In compliance with 935 CMR 500.005 relating to marijuana establishment applications, persons who are owners or hold a controlling interest in Temescal Wellness are subject to fingerprint-based criminal background checks, in addition to national, social media and CORI background checks required of all Agents.

Before starting work, all Agents of Temescal Wellness must read and sign the company’s Employee Handbook, which describes personnel policies in full, including all corporate, state and local conditions of employment such as Agent registration requirements (e.g., 935 CMR 500.030(2)), initial and annual background checks including description of disqualifying offenses, annual agent suitability assessment and training requirements, and the Agent’s and marijuana establishment’s duty to report changes that affect Agent registration.

Standard operating procedures relating to personnel include:

- MA.1.001:Hiring/Registering Employees
- MA.1.002:Training New Employees
- MA.1.003:Lost Agent ID
- MA.1.004:Diversion Prevention/Reporting
- MA.1.005:Termination/Resignation of Agent

Policies relating to personnel include:

- MA.A.01 - Personnel Policy - General
- MA.A.02 - Personnel File Requirements
- MA.A.04 – Agent ID Card Policy
- MA.A.05 - Production Supervisor Position Description
- MA.A.07 – Assistant Retail Manager Position Description
- MA.A.08 - Production Associate Position Description
- MA.A.10 - Personnel Policy - Employee Health and Hygiene



- MA.A.11 - Personnel Policy - Emergency Preparedness Plan
- MA.A.12 - Personnel Policy - Chemical Spill Safety
- MA.A.13 - Personnel Policy - Confidentiality
- MA.A.14 - Personnel Policy - Medical Emergency
- MA.A.15 - Personnel Policy - Robbery
- MA.A.16 - Personnel Policy - Fire
- MA.A.17 - Policy Prohibiting Illicit Drugs, Alcohol, Tobacco in the Workplace
- MA.A.18 - Employee Acknowledgement Form
- MA.A.19 - Alcohol and Drug Testing Protocol
- MA.A.20 - Chemical Screening Consent and Release Form

Temescal Wellness of Massachusetts (TWMA) will operate marijuana establishments in compliance with 935 CMR 500, including 935 CMR 500.101(2)(e)(8), 935 CMR 500.105(1); 935 CMR 500.105(9) relating to personnel policies.

1. Conditions of Employment. TWMA performs state and national criminal background checks in compliance with 935 CMR 500, including 500.030, 101, 105, 800, 802. Candidate Agents must be over the age of 21, and are hired and registered as Agents contingent upon passing all required background checks. A candidate may not be hired or registered if a background check result includes a disqualifying offense (as defined by the Commission), or if internal TWMA suitability assessment results in disqualification or non-suitability for a position. For example, a candidate for a position involving company vehicle operation may not be hired if a background check shows multiple driver's license or moving violations.

As an operational CMO, TWMA has a multiyear relationship with Creative Services, Inc. (CSI), a NAPBS-accredited firm, to perform national criminal background check, including social media check. TWMA is an iCORI administrative account holder, and performs CORI for each Agent as a condition of hire and at least annually thereafter.

As a condition of hire, Agents must also read and attest to comprehending TWMA's Employee Handbook. The Employee Handbook is a 50-page document provided to Agents prior to starting employment, and its content is reviewed during Compliance Training. The Employee Handbook table of contents is reproduced at the end of this response section. While many operating policies and procedures recapitulate personnel requirements, the Employee Handbook serves as an employment-focused reference guide.

2. TWMA maintains and enforces employee security policies in compliance with state and local regulations. These policies are included in the Employee Handbook, standard operating procedures, and operating policies. Agents are trained on security-related policies during Compliance Training at the commencement of work. Compliance Training comprises a site and facility tour focused on compliance, safety and security, as well as comprehensive, seminar-style review and discussion of applicable state and local regulations and guidance, as well as general (non-position-specific) policies and procedures, and the employee handbooks. A trained and authorized TWMA security officer such as the compliance manager conducts Compliance Training, which typically lasts four hours. Security officers are Agents who are trained to operate and maintain security system equipment and programs; to enforce security-related policies and procedures at the marijuana establishment; to interact with law enforcement and emergency responders; and to train other Agents to follow security-related policies and procedures.
3. TWMA will retain records related to personnel including confidential information in compliance with state regulations. Retained records related to personnel include org charts, job descriptions, staffing plans, policies, standard operating procedures, employee handbooks, training records and materials, etc.



Individual personnel files include job description, all materials submitted to the Commission for Agent registration, documentation of verification of references, training records including privacy/confidentiality training and Agent attestation of training, performance evaluations, disciplinary action records, notice of responsible vendor training and eight-hour related duty training (or evidence of equivalent training provided by TWMA as approved by the Commission). Global personnel folder include documentation relevant to all positions, such as org charts, and CORI reports are filed separately from personnel folders in compliance with state law.

TWMA will retain complete personnel records on site at the marijuana establishment, which will be made available for inspection by the Commission. Trained and authorized Agents (“Principal Agents”) may also access digital personnel folders through secure online document sharing systems. Payroll-related information and other sensitive individual financial information is not stored in hard-copy personnel folders. Filing cabinets containing confidential information such as personnel records are locked and stored in the manager’s office, and are accessible only to trained and authorized managers. Records are retained indefinitely, in excess of 12-month post-affiliation regulatory requirements.

4. TWMA will immediately dismiss any Agent involved in diversion, unsafe practice or felony drug offense involving distribution to a minor. TWMA will notify the Commission immediately, no later than within one business day, of an Agent’s termination of affiliation with the marijuana establishment.
5. TWMA’s alcohol, smoke and drug-free workplace policy is provided in the employee handbook, which Agents must sign as a condition of employment, and copied in full below:

Policy Prohibiting Illicit Drugs, Alcohol and Smoke in the Workplace

I. Need for Policy Temescal Wellness (the “Company”) strives to provide a safe and productive work environment for all employees and others in our workplace. Employees must report to work physically and mentally fit to perform their duties safely and efficiently. This obligation to provide a safe and productive workplace also extends to our communities and to our patients, who put their trust in us to ensure that our workplace supports healthy employees who are always performing to their fullest potential in safely and efficiently producing and dispensing high-quality, therapeutic cannabis products. At the same time, Temescal Wellness also respects the rights of our employees to privacy. Consequently, to achieve the above commitments to our employees and other stakeholders, and to achieve compliance with applicable, state and local laws and regulations, Temescal maintains a workplace environment free from any and all alcohol, illicit drugs, and tobacco.

This policy outlines the methods for maintaining a work environment free from alcohol, illicit drugs and tobacco and enables Temescal to test employees for illicit drug and alcohol use when there is a workplace event or when there is reasonable suspicion that an employee’s potential drug use may have, or could, endanger the safety of other employees or of the products that we offer to our patients. Temescal will maintain a performance-based work environment, and our drug and alcohol policy aims to ensure safety for all employees and quality for our patients. Temescal Wellness strictly prohibits the consumption of alcohol, tobacco and illicit drugs in the workplace.

Failure to strictly adhere to these and other applicable laws and regulations will jeopardize our ability to serve qualifying patients and will subject the employee to disciplinary action up to and including immediate termination of employment. Subject to supervisor approval in states other than New Hampshire, consumption of tobacco products in a specific area of the premises, and in a manner that protects the health of others and results in zero litter may be allowed, but under no circumstances will the Company tolerate consumption that jeopardizes the health of employees, patients, customers or neighbors. This policy applies to employees as well as applicants for employment with the Company.

II. Definitions



Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Illegal or Illicit Drug: Any drug that is: (1) a controlled substance as defined under state law, with the exceptions noted below in Section III(B), OR (2) prescribed or recommended, but has not been legally obtained or is not being used in accordance with the prescription or recommendation as intended for treatment (including, but not limited to, overuse of the drug), OR (3) a “designer drug” not listed in the federal Controlled Substances Act, OR (4) an over-the-counter drug, or a non-drug substance that is being used for other than intended purposes.

Company Property: Company property includes any Temescal Wellness workplaces, offices, vehicles, and any and all premises used to serve Temescal Wellness objectives.

Tobacco: Tobacco and tobacco products include, but are not limited to, cigars, cigarettes, pipe tobacco, smokeless tobacco and cigarette alternatives, which include, e-cigarettes, smokeless cigarettes or other similar devices.

III. Prohibited Conduct In support of the Company’s commitment to a drug, tobacco and alcohol free working environment, the following activities are prohibited while on Company property, while on Company business, or during working hours:

A. Use, possession, or being under the influence of alcohol.

B. Use, manufacture, distribution, possession, or being under the influence of illegal drugs, with the following limited exceptions that strictly follow applicable state and local laws and regulations. For sake of clarity, in no case shall it be permissible to jeopardize the safety of employees, patients or others by being in the workplace under the influence of any illegal or illicit drugs.

- Employees may possess cannabis at the location where he/she is employed and may transport cannabis if such possession and/or transportation is for the sole purpose of fulfilling his/her job responsibilities.
- In addition, this policy shall not prohibit an employee who is a qualifying patient or a designated caregiver from possessing cannabis as permitted by applicable state rules.
- Further, this policy shall not prohibit an employee who is a qualified patient from use of cannabis by a means other than smoking/vaping during the work day for medicinal purposes, provided the employee does not hold a safety sensitive position and the Company has provided express written authorization supported, as needed, by a waiver approved by the appropriate state agency.

C. Use of any drug, including a prescription drug, for any purpose other than its intended prescribed use by anyone other than the person to whom it has been prescribed;

D. Reporting to work in an unfit condition, to include being under the influence as noted above, and also appearing at work with a smell of alcohol or otherwise appearing or being unable to effectively interact with individuals and co-workers and work safely and properly without impairment;

E. Refusing to submit to a fitness for duty test (which may include drug/alcohol test);

F. Failing to advise a supervisor that his or her use of a drug could impair his or her ability to safely perform his or her job duties and/or failing to report another employee’s suspicious conduct pursuant to Section IV, C;

G. Smoking or the use or consumption of tobacco products, or cigarette alternatives, anywhere on Company property, unless allowed under applicable state rules and approved by the supervisor.

H. Failing to comply with any aspect of this policy.

When in doubt about the scope of the above prohibitions, employees should immediately discuss the matter with their supervisor or your supervisor – do not guess. Violations of these rules have significant impact on the employee and Company and these rules will be strictly enforced.

IV. Reporting Requirements



A. Any employee who is taking any medication or any other drug must consult with his or her doctor about the medication's effect on his or her fitness for duty and ability to work safely and must inform his or her supervisor immediately of any restrictions, and must not perform any work until authorized to do so by his or her supervisor. Employees should not, however, disclose to the Company underlying medical conditions unless directed to do so.

B. If any employee is involved in misconduct in violation of this policy, the Company reserves the right (and may have an obligation) to report the incident to the applicable state agency, law enforcement authorities, and to cooperate in prosecuting the crime to the fullest extent of the law.

C. If any person observes an employee exhibiting behavior that may be indicative of impairment by drug or alcohol use, or a violation of the rule on smoking, he or she should immediately report the behavior to his or her supervisor or to your supervisor.

V. Procedures

The procedures to be implemented for workplace controlled substance or alcohol activity violations are as follows: Violation of this policy will result in disciplinary action, up to and including termination of employment. In the Company's sole discretion, the employee may be required to satisfactorily participate in an appropriate substance abuse assistance or rehabilitation program as a condition of continued employment. Compliance with this policy is a condition of employment.

The Company reserves the right to interpret or change this policy with or without notice. Please also note that nothing in this policy is to be construed as a guarantee of employment for any period of time or a restriction of the Company's ability to discipline or terminate employees, or its right to place employees on paid or unpaid administrative leave. Employees may be terminated at any time, with or without cause, as the Company adheres to an at-will employment relationship unless otherwise agreed to in writing, and signed by an authorized officer of the Company.

VI. Available Assistance For Substance Dependence

Our Company encourages employees to voluntarily seek assistance for the early resolution of drug and alcohol problems. Individuals who are granted leaves of absence for treatment may be required to agree to periodic and/or random testing upon their return to work. An employee will not be disciplined or terminated for voluntarily seeking assistance for a drug or alcohol problem. However, employees who undergo voluntary counseling or treatment and who continue to work must meet all established standards of conduct and job performance. The fact that an employee is in treatment for alcohol or drug abuse does not preclude the Company from taking disciplinary action for violation of its policies or standards of conduct. Likewise, an employee who has violated this Policy Prohibiting Illicit Drugs, Alcohol and Smoke in the Workplace cannot escape disciplinary action, including termination, by voluntarily requesting treatment for alcohol or drug abuse.

VII. Drug And Alcohol Testing

Reasonable Suspicion Testing: An employee may be required to submit to drug and/or alcohol testing when one or more supervisors have a reasonable suspicion that the employee:

- Is under the influence of drugs and/or alcohol. Factors that may be considered in determining whether an employee may be under the influence of drugs and/or alcohol include, but are not limited to: the employee's behavior; evidence of impairment; evidence of repeated errors on the job, policy violation, or unsatisfactory time and attendance patterns if coupled with a specific contemporaneous event or behavior that indicates possible impairment by reason of drug or alcohol use; and, information provided either by reliable and credible sources or independently corroborated; or
- Has violated this Policy Prohibit Drugs and Alcohol in the Workplace; or
- Has sustained a personal injury while working or has caused personal injury to another person; or
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident. Post-accident or injury testing will be conducted as soon as practical after the accident or injury.

Testing Site: Drug and alcohol testing will be performed by a qualified laboratory, hospital, or health center designated by the Company. The Company will provide transportation to and from the testing site for reasonable suspicion testing. Test results will be reviewed and interpreted by a qualified Medical Review Officer, who will notify the Company of the results.



Consent to Testing: Tests will not be conducted without the individual's written consent. However, employees must submit to tests requested or required by the Company as a condition of employment. If an employee refuses to submit to a requested or required test, the employee will be subject to disciplinary action up to and including termination of employment.

Cooperation With Testing: Individuals subject to testing may not try to subvert the test by using an adulterated or substituted specimen. Failing to provide a specimen in a timely manner or otherwise tampering with the process is grounds for termination (or, for applicants, for withdrawal of an employment offer).

Opportunity to Explain Positive Results: Any employee who tests positive will have the opportunity to rebut or explain positive test results and/or to request and pay for a confirmatory re-test. This opportunity may be provided to the individual by the laboratory before the results are reported to the Company, in which case the individual will not be afforded a second opportunity once the results are received by the Company.

Confidentiality: Test results and other medical information will be maintained as confidential and shared only on a "need to know" basis unless otherwise required by law. Test results may also be disclosed to a substance abuse treatment facility for the purpose of evaluating or treating the employee. An employee may request a copy of the test result report for any he or she undergoes.

Consequences of a Positive Test Result: If an employee tests positive, he or she will be subject to disciplinary action, up to and including termination of employment. Within its discretion, the Company may decide to refer an employee for drug or alcohol treatment in lieu of termination and as a condition of continued employment. Within its discretion, the Company may suspend the employee while he or she participates in the treatment program. Employees must pay for the cost of any such treatment programs. Employees who refuse to participate in such programs or who fail to successfully complete a treatment program are subject to immediate termination. For purposes of this policy, an employee who has an alcohol level of greater than zero and/or who has a drug test result of other than non-dilute negative will be considered to have tested "positive."

Follow Up Testing; other testing: An employee who is referred by the Company for drug or alcohol treatment or who is voluntarily participating in a drug or alcohol treatment program may be requested or required to undergo drug or alcohol testing without prior notice during the treatment period and for a period of time, determined by the Company, after the completion of the treatment. An employee who tests positive during this period will be subject to termination. In addition to reasonable suspicion and follow up testing, the Company reserves the right to test applicants and employees under other appropriate circumstances consistent with the goals of this policy, such as pre-employment and random.

VIII. Investigations and Searches When there is reasonable cause to suspect that an employee has violated this policy, the Company reserves the right to inspect, without prior notice, lockers, work areas, desks, cabinets, purses, bags, briefcases, other belongings, and vehicles brought on Company property or at locations where work-related activities are being conducted. Cause to suspect shall be solely in the judgment and discretion of the Company, which may release any illegal drugs, paraphernalia, or other evidence to law enforcement authorities.

IX. Violations of this Policy Any violation of this policy may lead to disciplinary action up to and including immediate termination of employment. Please be aware that any finding that an employee has diverted any cannabis in the workplace shall be subject to immediate termination, and shall be reported to law enforcement and the state. Compliance with this policy is a condition of employment. The Company reserves the right to interpret or change this policy with or without notice.

Please also note that nothing in this policy is to be construed as a guarantee of employment for any period of time or a restriction of the Company's ability to discipline or terminate employees, or its right to place employees on administrative leave. Employees may be terminated at any time, with or without cause or reason as all employees of the Company are employed on an at-will basis.

Fitness for Duty



Temescal is committed to providing a safe environment for our employees and patients. We have adopted this Fitness for Duty policy in furtherance of our continuing efforts to improve the safety of our workplace.

Definitions

Fitness for Duty: Able to work safely, properly, and perform normal work duties without impairment.

Drug: Any over-the-counter medication, prescribed medication, illegal or controlled substance under federal or state law, or any alcoholic beverage.

Fitness for Duty Examination: An announced or unannounced medical examination and/or drug and/or alcohol test.

Responsibilities

Any employee who feels for any reason that he or she is not fit for duty should immediately disclose this to his or her Supervisor. Employees who are taking prescribed medication or other drugs that could impair their ability to safely perform their job functions should discuss this confidentially with their supervisor so that alternative arrangements may be made. All employees must report to their Supervisor any employee who may be unfit for duty. Reports will be kept confidential to the extent possible and will be made available only to those individuals with a “need-to-know,” unless otherwise required by law.

If a Supervisor receives a report or otherwise believes that an employee may not be fit for duty, then the Supervisor should immediately contact the Chief Executive Officer. Your supervisor or, in his or her absence, your supervisor’s designee will make a determination, within his or her discretion, whether it is appropriate to require the employee to go for a fitness for duty examination.

Employees who are required by Temescal to report for fitness for duty examinations must report for and consent to the examination as scheduled as a condition of continued employment. While the examination will not be conducted without the employee’s consent, refusal to submit to the fitness for duty examination may lead to disciplinary action, up to and including immediate termination of employment.

Prohibited Conduct

All employees are required to follow Temescal’s policies and standards of conduct. In addition, the following is a non-inclusive list of prohibited conduct that may lead to the requirement to submit to a fitness for duty examination:

- Inability to conduct oneself in a professional manner; i.e., excessive anger, aggressive behavior, inappropriate language, or other inappropriate distractions.
- Reporting for work or working in a condition physically or mentally unfit for duty or arriving at work under the influence of an illegal or unauthorized drug or alcohol.
- Smelling of alcohol or drugs while reporting to work or working.
- Failure to follow fitness-for-duty policies and procedures.
- Excessive or unexcused absence or tardiness.
- Carelessness or negligence; violation or neglect of safety regulations; or violation of other commonly accepted standards and policies.
- Violation of the drug and alcohol policy.

Confidentiality

All information regarding fitness for duty referrals and examinations must be kept as confidential, and disclosed only on a strict “need to know” basis. The results of any and all fitness for duty examinations will be treated as confidential and be made available only to those individuals with a “need-to-know,” unless otherwise required by law. The test results will be filed separately from the employee’s personnel file. [End policy]



WELCOME!
ABOUT US
OUR PRIORITIES
WORKPLACE HABITS
VALUES / TEAMWORK GUIDELINES
ABOUT THIS HANDBOOK

SECTION 2: EMPLOYMENT
EQUAL EMPLOYMENT OPPORTUNITY (“EEO”)
POLICY AGAINST HARASSMENT
ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES
NATURE OF EMPLOYMENT
PROBATIONARY PERIOD
EMPLOYEE CATEGORIES
HOURS OF OPERATION AND CONTACT INFORMATION
WORK SCHEDULES
INCLEMENT WEATHER
ACCESS TO PERSONNEL FILES
CHANGES IN PERSONAL INFORMATION
REFERENCES AND VERIFICATION OF EMPLOYMENT
PERFORMANCE EVALUATIONS
JOB ADVANCEMENT/ENRICHMENT

SECTION 3: COMPENSATION
PAY PERIODS/PAY DAYS
OVERTIME
PAYROLL DEDUCTIONS
TIMEKEEPING

SECTION 4: BENEFITS
DISABILITY INSURANCE
MEDICAL & DENTAL INSURANCE
WORKERS’ COMPENSATION INSURANCE

SECTION 5: TIME AWAY FROM WORK/LEAVES OF ABSENCE
BREAKS/MEAL PERIODS
ACCOMMODATIONS FOR NURSING MOTHERS
ABSENCES AND TARDINESS
PAID TIME OFF
HOLIDAYS
BEREAVEMENT LEAVE
MATERNITY LEAVE
JURY DUTY
MILITARY LEAVE
UNPAID PERSONAL LEAVE OF ABSENCE

SECTION 6: CONDUCT/EMPLOYEE RELATIONS
EMPLOYEE CONDUCT AND DISCIPLINARY ACTIONS
COURTESY TO THOSE WE SERVICE



OPEN DOOR POLICY
NO SOLICITATION POLICY
IDENTIFICATION BADGES
CONFIDENTIAL AND PROPRIETARY INFORMATION
EMPLOYMENT OF RELATIVES AND OTHER "RELATED" PERSONS
CONFLICT OF INTEREST
CRIMINAL BACKGROUND CHECK
POLICY PROHIBITING ILLICIT DRUGS, ALCOHOL AND SMOKE IN THE WORKPLACE
FITNESS FOR DUTY
REPORTING DRUG DIVERSION
ELECTRONIC COMMUNICATION DEVICES POLICY
SOCIAL MEDIA POLICY
COMMUNICATIONS WITH THE PRESS OR MEDIA
GRIEVANCE PROCEDURES
SMOKING POLICY
DRESS CODE & HYGIENE
VISITORS
WORKPLACE VIOLENCE
WORKPLACE SEARCHES
SAFETY AND SECURITY

SECTION 7: SEPARATION FROM EMPLOYMENT
EMPLOYMENT TERMINATION
VOLUNTARY RESIGNATIONS
EXIT INTERVIEW
RETURN OF COMPANY PROPERTY/REPAYMENT OF ADVANCEMENTS

EMPLOYEE ACKNOWLEDGEMENT FORM



Record keeping procedures

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including 500.105 and 500.140 relating to recordkeeping. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal Wellness securely maintains all records generated by its marijuana establishments, and maintains written policies and procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9). As a marijuana retail establishment, Temescal will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. Retained records include but are not limited to those related to sales, cash handling, product testing, product transport, inventory, marijuana waste, recall, visitors, security data, equipment maintenance and inspection, reportable incidents, policies and procedures, training materials, personnel including applications and background check reports, hiring, law enforcement interface, DPH/CCC correspondence, municipal/state correspondence.

Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents will be re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents will serve both medical patients and adult-use consumers, and will receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these “dual pathway” policies and procedures prior to starting work.

Temescal’s Recordkeeping Policy MA.A.24 describes recordkeeping requirements in full, including retention schedules. SOPs relating to marijuana retail establishment recordkeeping include:

- MA.1.004:Diversion Prevention/Reporting
- MA.2.003:Facility Visitors
- MA.2.004:Incident Reporting
- MA.3.002:DPH/CCC Inspection: Dispensary
- MA.3.003:DPH/CCC Inspection: Processing Deficiency Statements
- MA.3.004:DPH/CCC Inspection: Correction of Deficiencies
- MA.4.005.Retail Cannabis Waste Handling
- MA.5.001.Checking-In Guests
- MA.5.002.Dispensing Protocol
- MA.5.010.Entering Info in Greenbits/METRC
- MA.5.011.Cannabis Return (Non-Recall)
- MA.6.001.Weekly Inventory Reconciliation: Dispensary
- MA.6.002.Monthly Inventory Reconciliation: Dispensary
- MA.6.003.Restocking Inventory at Sales Counter



- MA.6.004.Receiving Inventory
- MA.6.005.Managing On-Site Inventory
- MA.8.006:Recall
- MA.11.003:Transportation Manifest Creation
- MA.11.004:Transporting Cannabis Products

In excess of minimum retention schedules, Temescal retains a digital copy of all records subject to retention and inspection indefinitely. Paper records are also digitized and stored indefinitely; paper records that are confidential are stored in locked filing cabinets or in access-controlled (locked) manager/supervisor offices. All records will be furnished to the Commission or duly authorized party such as law enforcement immediately upon request. Additionally, Avigilon security camera surveillance footage can be exported in a legally admissible format with a native video player.



Maintaining of financial records

Temescal Wellness operates marijuana establishments in compliance with 935 CMR 500, including those relating to maintenance of financial records such as 500.140(6) Recording Sales. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

As a licensed marijuana retail establishment, Temescal Wellness maintains all financial records, and has developed policies and procedures to ensure accurate, compliant financial records are retained. Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents will be re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents serve both medical patients and adult-use consumers, and receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these “dual pathway” policies and procedures prior to starting work.

Temescal will continue to utilize Greenbits point-of-sale software, which integrates with METRC. Temescal will conduct a monthly analysis of sales equipment and data to ensure no additional software or other methods have been used to alter or manipulate sales data. The record of monthly review will be retained and made available to the Commission upon request. Temescal will comply with 935 CMR 500.140(6) if it discovers alteration or manipulation of sales data in order to correct. As a marijuana retail establishment, Temescal complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. Temescal has already adopted separate accounting practices at the point-of-sale for marijuana/product and non-marijuana sales.

As a co-located retailer of medical and adult-use marijuana, Temescal maintains and provides to the Commission sales data collected by the licensee during the six months for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). Other financial records subject to retention include paper and digital business records: assets and liabilities; monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the company.

In excess of minimum retention schedules, Temescal retains a digital copy of all records subject to retention and inspection indefinitely. Paper records are also digitized and stored indefinitely; paper records that are confidential are stored in locked filing cabinets or in access-controlled (locked) manager/supervisor offices. All records will be furnished to the Commission or duly authorized party such as law enforcement immediately upon request.



Diversity plan

Temescal Wellness of Massachusetts (“Temescal Wellness” or “Temescal”) has been planning and executing diversity programs since 2017. The updated diversity plan based on updated regulations and guidance documents includes:

- Goals
- Programs
- Measurements

DIVERSITY PLAN GOALS

<p>Workforce diversity</p>	<p><i>Increase the workforce percentage of minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.</i></p> <p>Temescal’s workforce diversity goals for hiring are tied to local demographics; per the table below, Temescal seeks to hire local workforces that are at least as diverse as that community. Temescal also recruits speakers of most-common non-English languages in order to best serve the community and advance its universal access to cannabis and knowledge about it.</p>
<p>Workforce development</p>	<p><i>Ensure the success of workforce minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations</i></p> <p>Temescal managers provide individualized mentorship and training to high-potential agents, with a focus on hard-skill development, to ensure the success of its diverse workforce. Continuing education takes the form of courses/certifications; seminars and conferences; focused work sessions with senior team members or third-party consultants; and quarterly corporate strategy retreats.</p>
<p>Industry development</p>	<p><i>Provide access and assistance for industry entry to minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations</i></p> <p>Temescal will support industry diversification by continuing to engage THC Staffing for diversity-focused recruiting services and by holding job fairs. During these events, which are marketed to diverse communities and individuals through local partnerships, Temescal leadership interacts with prospective agents, and provides information about cannabis employment including opportunities for formerly incarcerated individuals, such as cannabis record expungement.</p>



	<p>Temescal attends cannabis industry events such as those produced by the Minority Cannabis Business Association and local organizations like Equitable Opportunities Now (EON), which intend to connect equity applicants with existing ME operators and resources. Temescal’s outreach to equity applicants converts to informal mentoring sessions and behind-the-scenes tours of operational marijuana facilities. Individualized attention and mentorship converts to better-informed prospective business leaders, and Temescal is researching fiscally responsible methods for “scaling up” mentorship programs amongst existing production and retail operations.</p> <p>Temescal is also a resource for the Cannabis Control Commission’s Social Equity Program, and the company’s corporate development director served on the industry panel for the program’s first seminar on June 1, 2019. Temescal will continue to offer its expertise to the Commission’s social equity initiatives. Temescal has also offered site tours to the Social Equity Program members, who will schedule a group visit(s).</p>
<p>Industry diversity</p>	<p><i>Increase the number of businesses owned by minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations that can contract or otherwise do business with Marijuana Establishments.</i></p> <p>Temescal has established a relationship with Framingham Community Partners, which is supported by non-profit United Way, and provides services to diverse individuals. Temescal acts as an educational resource to disambiguate myths and misperceptions about cannabis, and to provide evidence-based information about cannabis products, and insight into cannabis business operations. In this way, Temescal helps dismantle prohibition-era stigmas, and normalize responsible cannabis use by adults, and promote participation in the industry by diverse groups.</p> <p>Temescal also utilizes resources such as the MA Supplier Diversity Office to search for certified minority-, woman- and veteran-owned businesses for vending and contracting. Temescal will continue to seek out and engage diverse businesses to ensure communities most harmed by cannabis prohibition are given access to the benefits it potentiates.</p>

Community Demographics (2015 ACS data)

Municipality	Black or African Amer.	Asian	Latino/a/x or Hispanic	Most Common Non-English Languages
Worcester	11.4%	7.2%	20.8%	Spanish, African Languages, Vietnamese
Hudson	1.9%	2.7%	3.9%	Portuguese, Spanish, Chinese
Framingham	5.9%	8.1%	15.5%	Spanish, Portuguese, Russian
Pittsfield	5.4%	1.8%	5.4%	Spanish, Russian, Portuguese



DIVERSITY PLAN PROGRAMS AND MEASUREMENTS

Temescal has engaged equity-specialist cannabis recruitment firm THC Staffing for an annual legal/compliance audit and success evaluation of its Diversity Plan. Diversity plan goal metrics and programs are as follows:

Program: Advertise employment opportunities in diverse publications or other mediums
Metrics: 1 advertisement/quarter if actively hiring; meet or exceed local demographic diversity by year 5
Measured: Annually
Data source: Demographic survey issued annually or after major staffing events
Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield and other municipalities where Temescal operates.

Program: Advertise employment opportunities tailored to individuals falling into the listed demographics with career centers, unless prohibited by law (e.g., MassHire receives federal funding and will not engage cannabis jobs); Provide individualized mentorship to listed demographics
Metrics: 1 advertisement/quarter if actively hiring; 1 diverse individual promotion/year
Measured: Quarterly
Data source: Performance improvement plans issued by supervisors; HR/Compliance records; Demographic survey
Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield and other municipalities where Temescal operates; and should, over time, require fewer outside hires for management positions.

Program: Establish relationships with specific organizations that are diversity-focused for the purposes of (a) Networking with their constituencies for employment purposes; (b) Providing information on employment opportunities; (c) Providing trainings or informational sessions for individuals falling into the above-listed demographics on the marijuana industry
Metrics: host or participate in 1 event/quarter
Measured: Quarterly
Data source: Accounting records; Marketing calendar
Qualitative metric: Temescal should expect, over time, to see normalization of the cannabis industry, and the reduction of barriers to entry into the industry in areas of disproportionate impact, e.g., access to funding and financial products; access to suitable and compliant real estate; social-familial prejudice against cannabis.

Program: Provide recruitment meetings and job fairs with a focus on attracting individuals falling into the above-listed demographics
Metrics: 2 job fair participations/year
Measured: Quarterly
Data source: Accounting, HR and Compliance records; Marketing calendar
Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield and other municipalities where Temescal operates.



Qualifications and training

Temescal Wellness operates marijuana establishments in compliance with 935 CMR 500, including 500.030 and 802 relating to Agent registration and suitability. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal reviews qualifications of all prospective Agents to ensure eligibility prior to registration to avoid Negative Suitability Determinations by the Commission; and provides initial and ongoing training in compliance with applicable laws and regulations. Temescal has completed revisions and updates to existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

To qualify for Agent registration, an individual must be 21 years of age or older; 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 another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802. Temescal will defer to suitability determinations made by the Commission or its Suitability Review Committee in accordance with the procedures set forth in 935 CMR 500.800. Temescal annually completes an Agent Suitability Assessment for each agent upon renewal of background checks and Agent registration.

Standard operating procedures related to Agent qualifications and training include MA.1.001:Hiring/Registering Employees and MA.1.002:Training New Employees. Related policies include MA.A.01 - Personnel Policy - General, MA.A.02 - Personnel File Requirements, and MA.A.04 - Agent ID Card Policy. Temescal ensures that all Agents complete training prior to performing job functions. Training is tailored to the roles and responsibilities of the job function of each Agent.

Prior to starting work, all Temescal Agents receive comprehensive general and position-specific training from the Compliance Manager and compliance working group. To ensure secure operations, retail Agents receive at least eight days of training, starting with general compliance training, which includes company policies and procedures, as well as a seminar on applicable state and local regulations (including especially 935 CMR 501 and 935 CMR 500). To ensure comprehension, Agents must demonstrate compliance understanding and task proficiency to a direct supervisor. Temescal maintains a complete record of training, including content signoffs, and maintains training records in each Agent's personnel folder indefinitely.

Expressly authorized managers and supervisors may receive additional training in order to operate limited-access systems, such as security systems (burglar alarm, surveillance, access control, data servers). Otherwise Temescal maintains a list of security officers who may access specific equipment and areas such as vaults, per facility, which it can furnish to the Commission immediately upon request. Security officers are also trained to interface with law enforcement on behalf of the company. Security System Administrators receive at least one hour of additional training on security equipment and software maintenance and operations.



Energy Compliance Plan

Temescal Wellness will continue to operate marijuana establishments in compliance with 935 CMR 500, including energy compliance requirements. Temescal Wellness is a proven operator of state permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire. As of September 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Whenever possible and cost efficient, including when equipment fails and needs to be replaced, Temescal will identify potential energy-use reduction opportunities. Energy use is currently being monitored via analyzing billing from meter reads of usage.

Lighting is only turned on during hours of operations, with a few small storage areas having automatic light sensor where they turn on if motion is detected. Heat and air conditioning units are also on schedules that most efficiently maintain the internal temperature of the establishment.

Temescal engages in single stream recycling. Temescal will continue to work to identify additional areas where reuse and recycling can take place, as well as energy efficiency incentives offered by service providers. Temescal opts for paperless options whenever possible when engaging with outside vendors and service providers.

Temescal will continue overtime to develop its list of energy reduction opportunities on an on-going basis and make modifications wherever possible.