



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281512
Original Issued Date: 01/21/2020
Issued Date: 01/14/2021
Expiration Date: 01/21/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: West County Collective

Phone Number: 707-742-9994 Email Address: westcountycollective@protonmail.com

Business Address 1: 149 L St #1

Business Address 2:

Business City: Boston

Business State: MA

Business Zip Code: 02127

Mailing Address 1: 149 L St #1

Mailing Address 2:

Mailing City: Boston

Mailing State: MA

Mailing Zip Code: 02127

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Executive / Officer

Other Role:

First Name: Jeremy

Last Name: McCann

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Executive / Officer

Other Role:

First Name: Paul

Last Name: Collins

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jeremy

Last Name: McCann

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$100000

Percentage of Initial Capital: 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Paul

Last Name: Collins

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$100000

Percentage of Initial Capital: 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 370 Cloverdale St

Establishment Address 2:

Establishment City: Pittsfield

Establishment Zip Code: 01201

Approximate square footage of the Establishment: 7500

How many abutters does this property have?: 15

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	CHA CCC AGREEMENT.pdf	pdf	5bd08279730d5d0462f10e6c	10/24/2018
Community Outreach Meeting Documentation	All Forms and Letters-compressed.pdf	pdf	5cadea1de2695d45078d583d	04/10/2019
Plan to Remain Compliant with Local Zoning	ADDED INFO - Local Compliance.pdf	pdf	5cadebb0942dc34c4ebdf16d	04/10/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	ADDED INFO- Positive impact plan.pdf	pdf	5cb5cd29b10c2044c5596d48	04/16/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:	Other Role:
First Name: Paul	Last Name: Collins Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

Role:	Other Role:
First Name: Jeremy	Last Name: McCann Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	WCC COGS 2.pdf	pdf	5bdb2f7e25766f0d55cc24d0	11/01/2018
Bylaws	WCC bylaws for upload.pdf	pdf	5bdb2f8efe03b20d5f694265	11/01/2018
Articles of Organization	West County Collective LLC.pdf	pdf	5bdb302b4088250d697fc91e	11/01/2018

Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing SEC.pdf	pdf	5cab7dc3edbb73122a61c737	04/08/2019
--	--------------------------------------	-----	--------------------------	------------

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Good standing UI.pdf	pdf	5fb7ee010daeb60847fae5d2	11/20/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing mass tax.pdf	pdf	5fe34b47982b2307e1992583	12/23/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing secretary.pdf	pdf	5fe34b7709cfae0810fd1900	12/23/2020

Massachusetts Business Identification Number: 001330682

Doing-Business-As Name:

DBA Registration City: Pittsfield

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	West County Collective Timeline.pdf	pdf	5bdc6b3b6906170d87938370	11/02/2018
Business Plan	Business Plan.pdf	pdf	5bdc8e6382d97d04a00777d5	11/02/2018
Plan for Liability Insurance	Letter of Intent.pdf	pdf	5cade7b0b10c2044c5596141	04/10/2019
Proposed Timeline	Updated Timeline.pdf	pdf	5fb7f1a575aac308359af362	11/20/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Dispensing Procedures.pdf	pdf	5bdc8d8a2d1cf504966f2817	11/02/2018
Inventory procedures	Inventory Procedures.pdf	pdf	5bdc8d8e82d97d04a00777cb	11/02/2018
Policies and Procedures for cultivating.	Policies and Procedures for cultivating.pdf	pdf	5bdc8dc125766f0d55cc2609	11/02/2018
Prevention of diversion	Prevention of Diversion.pdf	pdf	5bdc8dc3d912bf0445fe53d9	11/02/2018
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5bdc8dc7d912bf0445fe53dd	11/02/2018
Restricting Access to age 21 and older	Restricting Access to Age 21 or Older.pdf	pdf	5bdc8ddd25766f0d55cc260d	11/02/2018
Storage of marijuana	ADDED INFO - Storage of Marijuana.pdf	pdf	5cb5ce9f51be434c62d29b0c	04/16/2019
Transportation of marijuana	ADDED INFO-Transportation of Marijuana.pdf	pdf	5cb5cf7b942dc34c4ebdfd13	04/16/2019
Quality control and testing	ADDED INFO - Quality Control and Testing.pdf	pdf	5cb5cfa651be434c62d29b10	04/16/2019
Personnel policies including background checks	ADDED INFO-Personnel Policies including background checks.pdf	pdf	5cb5cfc70a957444d59080fd	04/16/2019

Maintaining of financial records	ADDED INFO-Maintaining of Financial Records.pdf	pdf	5cb5cff8b1ec4a4c446c1a69	04/16/2019
Qualifications and training	ADDED INFO-Qualifications and Training.pdf	pdf	5cb5d020e2695d45078d6405	04/16/2019
Security plan	ADDED INFO - Security Plan.pdf	pdf	5cb5d08e942dc34c4ebdfd19	04/16/2019
Diversity plan	ADDED INFOv4- Diversity plan.pdf	pdf	5fe34d51e826e207c07d9ec1	12/23/2020

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: West County Collective was unable to commence operations as of yet, and therefore have not begun to implement our proposed positive impact plan. An updated plan is provided below.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: West County Collective was unable to commence operations as of yet, and therefore have not begun to implement our proposed diversity plan. An updated plan is provided below.

HOURS OF OPERATION

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

Host Community Agreement Certification Form

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, Jeremy McCann, (*insert name*) certify as an authorized representative of West County Collective (*insert name of applicant*) that the applicant has executed a host community agreement with Pittsfield, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on August 17, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Linda M. Tyler, (*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 August 17, 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, Jeremy McCann, (insert name) attest as an authorized representative of West County Collective (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 8/1/18 (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 7/25/18 (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 7/23/18 (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 7/20/18 (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

West County Collective LLC

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **Wednesday August 1st, 2018 at 3:00 pm** at the **Berkshire Athenaeum Central Library** located on **1 Wendell Ave., Pittsfield, MA 01201**. The proposed cultivation facility is to be located at 370 Cloverdale St Pittsfield, MA 01201. There will be brief presentation followed by an opportunity for the public to ask questions.

New England Newspapers, Inc.

The Berkshire Eagle • The Bennington Banner • The Brattleboro Reformer • The Manchester Journal
75 South Church St., Pittsfield, MA 01201 • (413) 447-7311 • (800) 245-0254

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday August 1st, 2018 at 3:00 pm at the Berkshire Athenaeum Central Library located on 1 Wendell Ave Pittsfield, MA 01201. The proposed cultivation facility is to be located at 370 Cloverdale St Pittsfield, MA 01201. There will be brief presentation followed by an opportunity for the public to ask questions.
07/25/18

PAUL D COLLINS
78A CEDAR ST
SHARON, MA 02067

Cust#:213898
Ad#:28365
Phone#:781-414-2013
Date:07/23/2018

Salesperson: NANCY MCLEAN
16.00

Classification: Public Notices BE

Ad Size: 1.0 x

Advertisement Information:

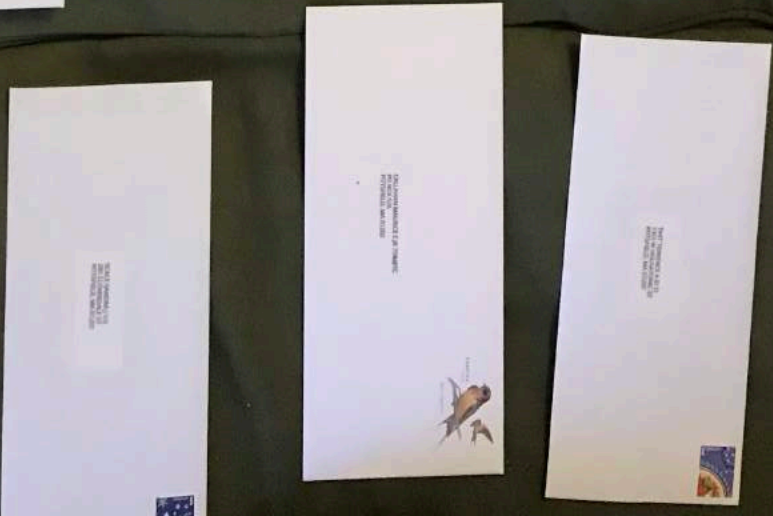
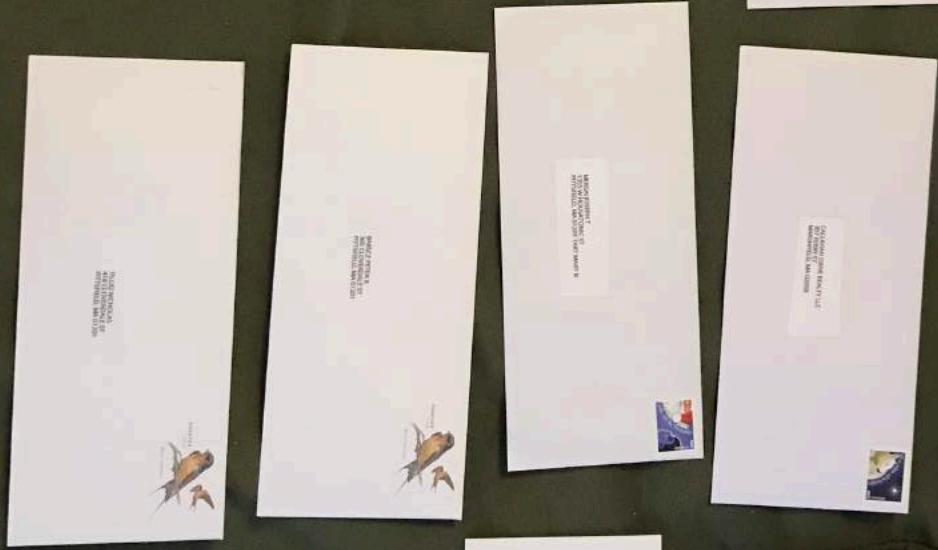
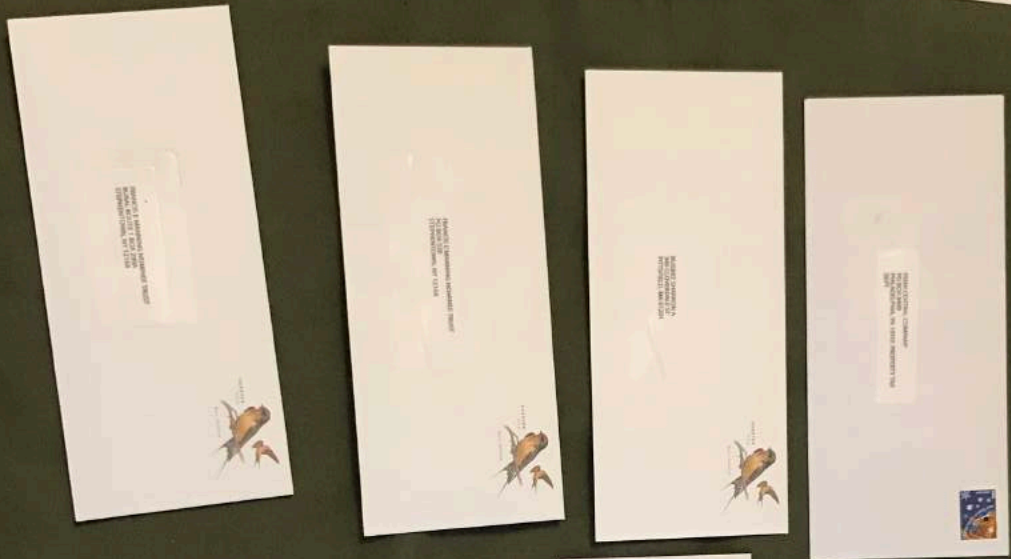
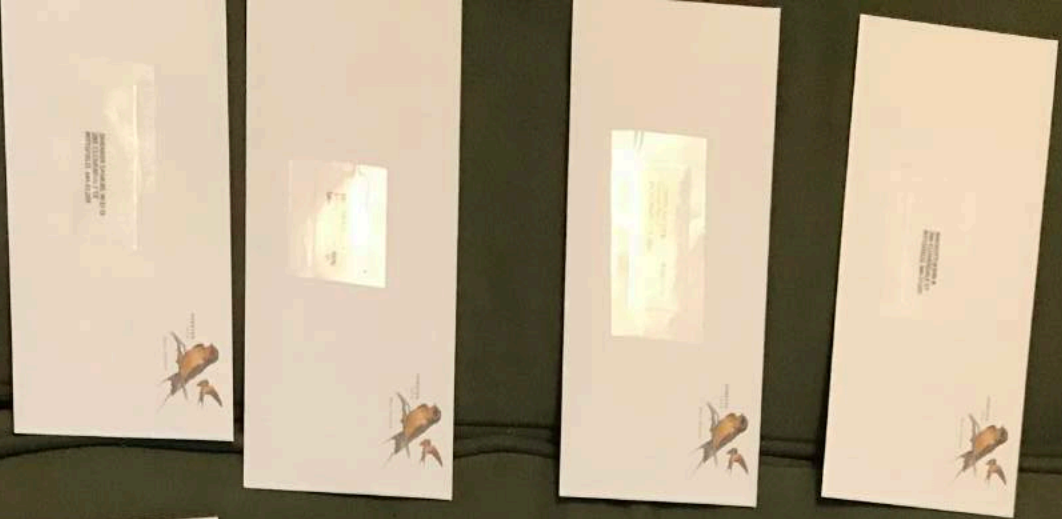
Description	Start	Stop	Ins.	Cost/Day	Total
Berkshire Eagle	07/25/2018	07/25/2018	1	56.80	56.80

Payment Information:

Date:	Order#	Type
07/23/2018	28365	CreditCard

Total Amount: 56.80
Tax: 0.00
Total Payments: 56.80
Amount Due: 0.00

Thank you for your business!



SCACE SANDRA J 1/2
285 CLOVERDALE ST
PITTSFIELD, MA 01201



SPACE SAVING
200 CLOVERDALE ST
WINTERSHILL, MA 01201



Monday - Friday

4:00 PM

For specific
deposit and
delivery
information,
visit
usps.com[®]
or call
800-222-1811.

Last Collection in this area is at:

444 EAST THIRD ST

Monday-Friday

5:00 PM

Saturday

1:00 PM

Normal collection times may not apply on the
day before a holiday. Always check with your
local Postmaster to verify collection times.

Location of Priority Mail Express[™] Drop:

444 EAST THIRD ST

For local information call:

(800)ASK-USPS

Location ID No.:

0212700005

Date label printed:

08/02/17

Tampering with this box, lock, or contents is punishable by fine or imprisonment.

ITEM DEC 55-B July 2013

Local Compliance

West County Collective will ensure it is or will be compliant with local codes, ordinances, and bylaws of the municipality. The plan will include the identification of any local licensing requirements for the adult use of marijuana.

West County Collective's plan has already been approved by the City of Pittsfield and has been found to be in compliance with all local requirements, including those outlined in ARTICLE 23-4.

West County Collective's site plan was approved provisionally, and West County Collective will fully comply with the provisions set for by the City of Pittsfield, including those outlined in SECTION 7.735 and 7.853
MARIJUANA CULTIVATION

West County Collective will obtain a Special Permit required for any principal or accessory use or combination of uses, which also involves the cultivation, manufacturing and processing and/or laboratory testing and research of marijuana and marijuana derived products in a B-G, B-D, or B-C zoning district.

No marijuana cultivation, manufacturing, processing use or laboratory testing and research use will be located within 500 feet (measured from edge of building or occupied space to edge of building or occupied space) of any public or private school providing education in kindergarten or any of grades 1 through 12, any public playground, or licensed daycare.

West County Collective will maintain the character of the neighborhood to include visual compatibility with surrounding uses.

West County Collective will be in the allowed proximity to other licensed marijuana uses to prevent clustering.

West County Collective will have an adequate relationship to surrounding uses to avoid unnecessary exposure to minors.

West County Collective will have adequate lighting to promote security for customers and the public.

West County Collective will have regular hours of operation.

West County Collective has an approved site design and all other development related site impacts will be approved by the zoning board of appeals

No marijuana cultivation, manufacturing, processing use or laboratory testing and research use shall be located within 500 feet (measured from edge of building or occupied space to edge of building or occupied space) of any public or private school providing education in kindergarten or any of grades 1 through 12, any public playground, or licensed daycare.

Applications for Site Plan Review has already included a project impact statement which addresses potential impacts of the use on traffic, on-site parking, storm-water runoff, lighting, and landscaping.

West County Collective has been seen to be in compliance with these regulations, below is a site plan approval with provisions, that West County Collective will be in compliance with based on the requirements mentioned in said approval.

August 13, 2018

Mr. Gerald Garner, Building Commissioner
City of Pittsfield
100 North Street
Pittsfield, Massachusetts 01201

Re: Site Plan Approval (370 Cloverdale Street –West County Collective/Daybak)

Dear Mr. Garner:

In accordance with Article 23-7, Section 7.735 (Marijuana Cultivation, Manufacturing, Processing) of the City Zoning Ordinance, the Community Development Board reviewed an application at its August 7, 2018 meeting for a proposed marijuana cultivation facility at 370 Cloverdale Street. The Board unanimously approved the Site Plan and adopted the staff findings and analysis along with the following conditions listed below:

1. The Board shall revisit the adequacy of the onsite landscaping approximately one year from issuance of a Certificate of Occupancy to ensure residential properties have been adequately screened and the landscaping has been established.
2. Native and deer-resistant landscaping shall be used as part of onsite landscaping.
3. Depending on the final placement of doors, the westerly length of the driveway shall be reduced.
4. The applicant shall submit updated elevations of the proposed building for review and approval by the Community Development Board prior to the issuance of building permits.
5. Any new lighting shall be downward casting and not trespass off-site.
6. Tracking pads shall be installed to minimize migration of construction materials/debris off-site.
7. The applicant would be subject to all other federal, state and local rules and regulations not specifically covered by the granting of a site plan review.

The approved plan is attached along with the staff analysis and findings.

Sincere

Sheila Irvin
Chair

SI/cjh

Cc: Michele Benjamin, City Clerk
Evan Plomaritis, West County Collective/Daybak

—



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

November 16, 2020

Jeremy McCann
West County Collective
5 Archstone Cir, Unit 302
Reading, MA 01867

Re: 370 Cloverdale Street

Dear Mr. McCann:

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.

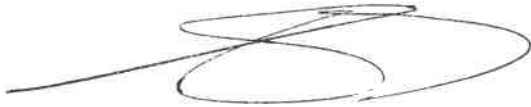
To date, twenty (20) marijuana related facilities have received local regulatory approvals in Pittsfield and have executed Host Community Agreements. Three (3) facilities/locations have opened for business, Berkshire Roots at 501 Dalton Avenue (Medical/Recreational Retail, Cultivation, Manufacturing,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

Jeremy McCann
West County Collective
Page 2

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,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the left.

Stephen N. Pagnotta
City Solicitor

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

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]

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]

Entity Name	Business Address	License Category	Start of Business	Location note
Berkshire Roots	501 Dalton Avenue	Medical Dispensary	April 7, 2018	
Temescal Wellness	10 Callahan Drive	Medical Dispensary	October 13, 2018	
Heka Inc.	745 East Street	Medical Dispensary		
Berkshire Roots	501 Dalton Avenue	Recreational Retail	April 6, 2019	
Temescal Wellness	10 Callahan Drive	Recreational Retail	January 15, 2019	
Green Biz LLC	1021 South Street	Recreational Retail		
Krypies LLC	1450 East Street	Recreational Retail		
Slang LLC dba Bloom Brothers	2 Larch Street	Recreational Retail	March 2, 2020	
Heka Inc.	745 East Street	Recreational Retail		
Herbal Pathways LLC	1317 East Street	Recreational Retail		
Pure Botanicals	239 West Street	Recreational Retail		
EOS Farms LLC (Organic Chemistry	68 Dalton Ave	Recreational Retail		
Mint Dispensaries LLC	1035 South Street	Recreational Retail		
True East Leaf	161 Seymour Street	Recreational Retail		
Berkshire Roots	501 Dalton Ave	Cultivation Tier 1 - 3		Co-located
Mass Yield Cultivation	8 Commercial Street	Cultivation Tier 1 - 3		
Commonwealth Cultivation	74 Downing Parkway	Cultivation Tier 1 - 3		
West County Collective	370 Cloverdale Street	Cultivation Tier 1 - 3		
Elevated Gardens	17 Taconic Park Drive	Cultivation Tier 1 - 3		
Pure Botanicals	239 West Street	Cultivation Tier 1 - 3		Co-located
Northeast Cultivation LLC	997 Pecks Road	Cultivation Tier 8 - 11		
EOS Farms LLC	973 Barker Road	Cultivation Tier 8 - 11		
True East Leaf	161 Seymour Street	Cultivation Tier 1 - 3		
J-BAM	71 Downing Parkway	Cultivation Tier 1 - 3		
Berkshire Roots	501 Dalton Ave	Manufacturing (<10,00 s.f.)		Co-located
Climb Cannabis	70 Jefferson Place	Manufacturing (<10,00 s.f.)		
Commonwealth Cultivation	74 Downing Parkway	Manufacturing (<10,00 s.f.)		Co-located
EOS Farms LLC	68 Dalton Ave	Manufacturing (<10,00 s.f.)		Co-located
Berkshire Roots	501 Dalton Ave	Transporter (Existing Licensee)		Co-located



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 Tier 4 – 7 Tier 8 - 11	\$10,000 \$30,000 \$50,000
Retail (Lower of flat fee or 3% of gross sales applies)	Year 1 Year 2 Year 3 Year 4 Year 5	\$60,000 \$100,000 \$150,000 \$200,000 \$200,000
Manufacturing	Less than 10,000 sq. ft. 10,001 - 50,000 sq. ft. Greater than 50,000 sq. ft.	\$5,000 \$20,000 \$40,000
Independent Testing Laboratory		\$5,000
Research Laboratory		\$5,000
Transporter		\$5,000



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.

Positive Impact Plan

In order to positively impact the “areas of disproportionate impact” West County Collective will perform volunteer services such as hosting bi-monthly (twice a month) community cleanup initiatives in Pittsfield (an area of disproportionate impact as identified by the Cannabis Control Commission). West County Collective will host a biannual community clean up event, focusing on ecological features such as rivers, creeks, ponds, lakes, and streams

West County Collective is dedicated to providing business assets (time, organization skills, finances) towards endeavors in a geographical location designated as a disproportionately impacted area (Pittsfield) that will have a positive impact on the members of that community or the community as a whole. This will be done through the implementation a company wide volunteer initiative that mandates all able employees to participate in our community clean up initiatives.

Every employee will volunteer with the goal of spending at least two days per month volunteering at our Pittsfield community clean up initiatives. West County Collective will contribute at least 120 hours of community service in Pittsfield within the first two years, and 360 hours within the first five years.

Many charities and NGOs were hesitant to work with a cannabis related business, which is why West County Collective has taken it upon ourselves to clean up the community we are a part of.

West County Collective will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment;

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

In summary:

Programs:

- 1.) West County Collective will to establish its own bimonthly community clean up initiative to facilitate employee volunteering. This initiative will be focused on removing unwanted litter and refuse from the environment of of Pittsfield and surrounding areas.

Goals:

- 1.) West County Collective and its employees will contribute 120 hours of community service, within the first two years, 360 within the first five years by volunteering twice monthly. This will positively impact the present residents of this area of disproportionate impact as a whole.

Measurement and accountability:

- 1.) All volunteer hours will be logged as they are completed and totaled to ensure the goals 120 hour and 360 hour goals are met within the timeline.



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

mass.gov/dor

Letter ID: L1794585216
Notice Date: September 24, 2018
Case ID: 0-000-518-683



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WEST COUNTY COLLECTIVE LLC
82 WENDELL AVE STE 100
PITTSFIELD MA 01201-7066

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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

**BYLAWS
OF
WEST COUNTY COLLECTIVE LLC**

**ARTICLE I
SHAREHOLDERS**

Section 1 . Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

Section 2 . Special Meetings. Special meetings of the shareholders may be requested by the President, the Board of Directors, or the holders of a majority of the outstanding voting shares.

Section 3 . Notice. Written notice of all shareholder meetings, whether regular or special meetings, shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all shareholders of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

Section 4 . Place of Meeting. Shareholders' meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice. Shareholders of any class or series may participate in any meeting of shareholders by means of remote communication to the extent the Board of Directors authorizes such participation for such class or series. Participation by means of remote communication shall be subject to such guidelines and procedures as the Board of Directors adopts. Shareholders participating in a shareholders' meeting by means of remote communication shall be deemed present and may vote at such a meeting if the corporation has implemented reasonable measures: (1) to verify that each person participating remotely is a shareholder, and (2) to provide such shareholders a reasonable opportunity to participate in the

meeting and to vote on matters submitted to the shareholders, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrent with such proceedings.

Section 5 . Quorum. A majority of the outstanding voting shares, whether represented in person or by proxy, shall constitute a quorum at a shareholders' meeting. In the absence of a quorum, a majority of the represented shares may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The shareholders present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some shareholders results in representation of less than a quorum.

ARTICLE II DIRECTORS

Section 1 . Number of Directors. The corporation shall be managed by a Board of Directors consisting of 2 director(s).

Section 2 . Election and Term of Office. The directors shall be elected at the annual shareholders' meeting. Each director shall serve a term of 5 year(s), or until a successor has been elected and qualified.

Section 3 . Quorum. A majority of directors shall constitute a quorum.

Section 4 . Adverse Interest. In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

Section 5 . Regular Meeting. An annual meeting shall be held, without notice, immediately following and at the same place as the annual meeting of the shareholders. The Board of Directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 6 . Special Meeting. Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing five days' written notice by ordinary United States mail, effective when mailed. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting.

Section 7 . Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

If authorized by the governing body, any requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the member or proxy holder.

Section 8 . Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting of the shareholders called for that purpose. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 9 . Resignation. Any director may resign effective upon giving written notice to the chairperson of the board, the president, the secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 10 . Committees. To the extent permitted by law, the Board of Directors may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

ARTICLE III OFFICERS

Section 1 . Number of Officers. The officers of the corporation shall be a President, a Treasurer, and a Secretary.

President/Chairman. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and its Executive Committee, if such a committee is created by the Board.

Secretary. The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, if any, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the corporation . The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.

Treasurer/CFO. The Treasurer shall be responsible for conducting the financial affairs of the corporation as directed and authorized by the Board of Directors and Executive Committee, if any, and shall make reports of the corporation 's finances as required, but no less often than at each meeting of the Board of Directors and Executive Committee.

Section 2 . Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors, immediately following the annual meeting of the shareholders. Each officer shall serve a one year term or until a successor has been elected and qualified.

Section 3 . Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the corporation . Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE IV
CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The corporation shall not have a corporate seal. All instruments that are executed on behalf of the corporation which are acknowledged and which affect an interest in real estate shall be executed by the President or any Vice-President and the Secretary or Treasurer. All other instruments executed by the corporation, including a release of mortgage or lien, may be executed by the President or any Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE V
AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors or the shareholders by a majority of a quorum vote at any regular or special meeting; provided however, that the shareholders may from time to time specify particular provisions of the bylaws which shall not be amended or repealed by the Board of Directors.

ARTICLE VI
INDEMNIFICATION

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

ARTICLE VII

STOCK CERTIFICATES

The corporation may issue shares of the corporation's stock without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the corporation shall send the shareholder a written statement of the information that is required by law to be on the certificates. Upon written request to the corporate secretary by a holder of such shares, the secretary shall provide a certificate in the form prescribed by the directors.

ARTICLE VIII

DISSOLUTION

The corporation may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-thirds (2/3) vote of the members.

Certification

Jeremy McCann, Secretary of West County Collective LLC hereby certifies that the foregoing is a true and correct copy of the bylaws of the above-named corporation, duly adopted by the initial Board of Directors on 6/4/18.



Jeremy McCann, Secretary



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001330682

1. The exact name of the limited liability company is: WEST COUNTY COLLECTIVE LLC

2a. Location of its principal office:

No. and Street: 82 WENDELL AVE.
STE 100

City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

No. and Street: 82 WENDELL AVE.
STE 100

City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: REGISTERED AGENTS INC.

No. and Street: 82 WENDELL AVE.
STE 100

City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, BILL HAVRE, PRESIDENT OF REGISTERED AGENTS, INC. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

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

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

Title	Individual Name	Address (no PO Box)

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	PAUL COLLINS	82 WENDELL AVE. PITTSFIELD, MA 01201 USA
SOC SIGNATORY	JEREMY MCCANN	82 WENDELL AVE. PITTSFIELD, MA 01201 USA

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of June, 2018,
RILEY PARK

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

THE COMMONWEALTH OF MASSACHUSETTS

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

June 04, 2018 01:04 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

October 12, 2018

TO WHOM IT MAY CONCERN:

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

WEST COUNTY COLLECTIVE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 4, 2018**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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

West County Collective Business Plan

Introduction:

West County Cultivation is proposing a cultivation facility, after modifications to its facility are performed, and once approved for a provisional license is granted, West County Collective estimates that operations could begin by March 1, 2019. Proposed hours of operations are Monday-Sunday: 7:00 a.m. to 7:00 p.m.

Executive Summary:

The marketplace for legal cannabis is changing, both in nature and scope. The marketplace is expanding, and the consumer is more knowledgeable and discerning,

The US demand for cannabis and cannabis products is estimated to be a 52.5 billion dollar industry. The industry is growing with this demand; some experts have estimated that there will be another 50% growth in sales just in the following year.

These facts paint an opportunistic future for the cannabis industry. Cannabis consumers are spending an average of \$645 on cannabis products each year, which is almost 50% more than alcohol (\$435).

West County Collective will offer this growing customer base high quality, meticulously cared for wholesale cannabis through retail dispensaries. Our product will be top tier level cannabis to match the expectations of the growing consumer base.

Our objectives are:

- Establish West County Collective as a leader in producing the highest quality cannabis

- Focus solely on the cultivation and preparation of cannabis for retail dispensaries
- Build solid working relationships state wide with retail dispensaries to distribute our product.

Our mission is to introduce only the highest quality cannabis to its consumer base. Jeremy McCann, along with other members of the team, will utilize their backgrounds in cannabis related agriculture, as well as their entrepreneurial experience and drive to establish a new standard for cannabis in Massachusetts.

Our keys to success are:

- Offering high quality products. This is essential to cultivate demand in the niche market mentioned above.
- Reliability and efficiency. West County Collective will make good on all of its promises in terms of quality and quantity.
- A reliable administrative team that is ready to serve the industry, with accuracy, determination, and maintain a close watch not only on the product, but assets and liabilities as well.

<https://www.cnn.com/2018/05/22/five-facts-you-didnt-know-about-the-cannabis-industry.html>

Company Summary:

West County Collective will cultivate and prepare cannabis for sale. West County Collective is located in Pittsfield, Massachusetts.

Company ownership:

West County Collective is owned by Jeremy McCann and Paul Collins. Jeremy McCann has years of unique cannabis related knowledge being from one of the places best known for cannabis cultivation worldwide: northern California. He also has a BA in environmental studies from UC Santa Cruz which has prepared him for the agriculture and environment related challenges to cannabis cultivation. Paul Collins is an entrepreneur as well as millwright, and has experience with industrial level engineering, which will be useful in the indoor cultivation sphere.

Start-up summary:

The start-up costs of West County Collective will be primarily of equipment and beginning operational costs. Jeremy McCann and Paul Collins will invest equally.

Products:

Our products will be high quality wholesale cannabis. West County Collective will provide cannabis in a number of varieties of cannabis with varying amounts of THC, TAC, and terpene profiles. West County Collective gives retail dispensaries a product they can proudly serve to their customers.

Market analysis summary:

The market for cannabis is still in a fledgling state, and investment firms predict a huge expansion over the next several years. For example the investment firm Viridian Capital & Research published its outlook for the cannabis industry in 2015, and maintains an equal-weighted total return cannabis index that posted a gain in 2014 of 38.4%, primarily on the basis of a 939% return in the first quarter of that year when sales of marijuana first became legal in Colorado. Similar returns can be expected in Massachusetts, which has a 20% larger population.

Strategy and implementation summary:

Competitive Edge: Our competitive edge comes from our unique combination of skills and experience and our well developed plan to provide the highest quality of cannabis.

Sales Strategy: Our sales strategy is to target retailers who do not have a vertically integrated cultivation operation, and those who do, but require a higher quality product. Networking and cultivating business relationships with those in the industry, and delivering on the promise of high quality product dealt with in a timely and professional manner.

Sales Forecast: Based on the cannabis consumption of states and countries with legal recreational cannabis, we base our projections on the demand being much higher than the supply. This remains true in virtually every legal cannabis market, and Grandview research firm calculates that the market will continue to grow to almost \$150 billion by 2025.

Management Summary:

Personnel Plan:

Initially the two owners will complete all tasks associated with cultivation, as well as business and record keeping. Two non-salaried employees will be brought on for the beginning labor stages, such as equipping rooms, transplanting, and harvest. As the operation expands to fill the entire space, West County Collective will hire two more full time employees from a pool of qualified local employees, maintaining 20% of the staff from the Pittsfield area.

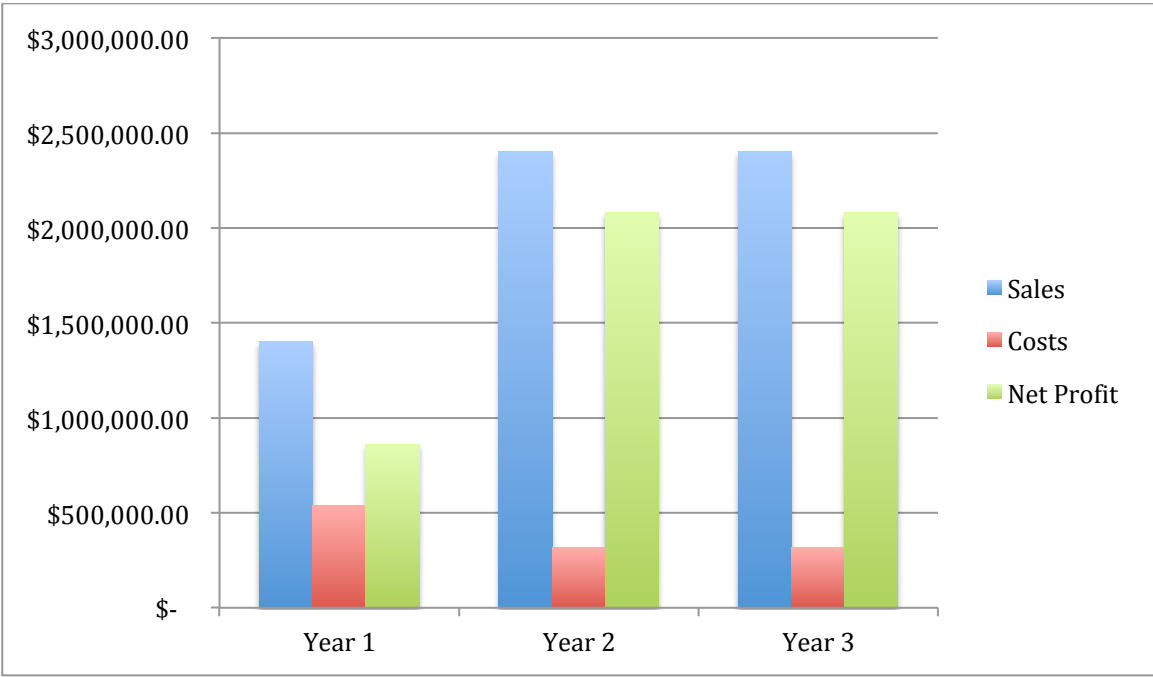
Financial Plan:

Break-even analysis: Based on the projected salaries, and the average revenue per unit as well as cost per unit, we need to sell a minimum of approximately 1,000 units to break even. Including fixed monthly costs; it is projected that we will reach the break-even point in less than 12 months.

Projected Profit and Loss: \$860,582.00 year 1

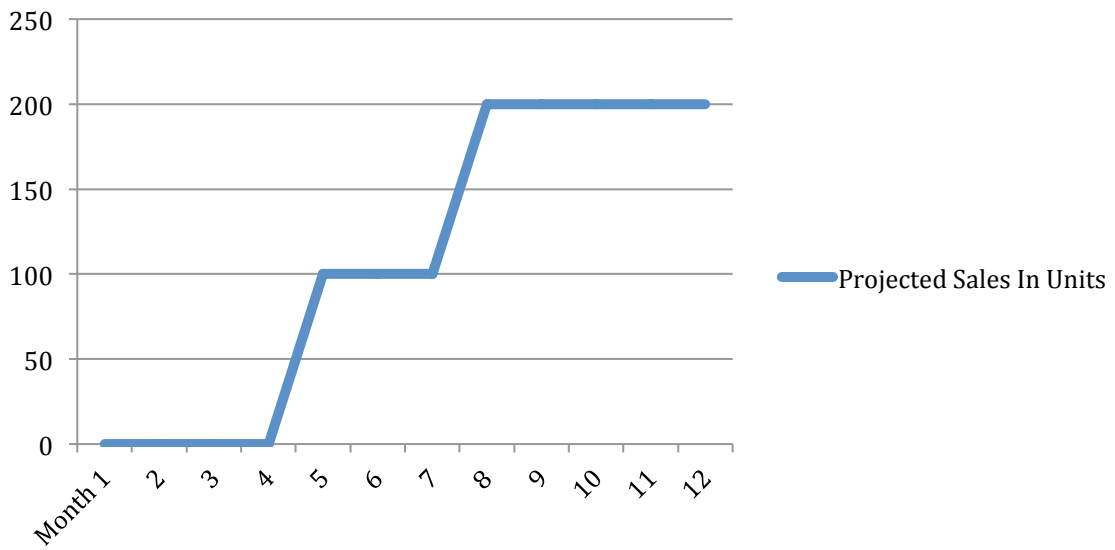
Gross Margin Monthly: 259%

Gross Margin Yearly: 527%



Sales Forecast Month by Month:

Projected Sales In Units





**Letter of Intent
To Provide General Liability and Product Liability Insurance**

**West County Collective
Massachusetts**

This Letter of Intent (hereinafter, this “**Letter**”) is provided in connection with your request that Cannasure Insurance Services, LLC (hereinafter, “**Cannasure**”) provide general liability insurance with an aggregate limit of TWO MILLION UNITED STATES DOLLARS (\$2,000,000.00), as well as commercial product liability insurance with an aggregate limit of ONE MILLION UNITED STATES DOLLARS (\$1,000,000.00), to West County Collective in the event that they should succeed in its application to procure a medical marijuana business license in the state of Massachusetts.

Cannasure understands that the provision of general liability insurance is conditional upon West County Collective succeeding in its application to procure a medical marijuana business license, and that if they should fail in this regard, no general liability insurance or insurance of any other type will be required or provided by Cannasure. Policy will be subject to a deductible of no less than \$2500.

Sincerely,

Patrick McManamon
Cannasure Insurance Services, LLC
1991 Crocker Road, Suite 320
Cleveland, OH 44145
P: 800.420.5757

Record Keeping Procedures

Records kept by West County Collective will be available for inspection by the Commission, upon request. The records of West County Collective shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) The following personnel records:
 - 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - 2. A personnel record for each marijuana establishment agent of West County Collective. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with West County Collective and shall include the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

4. Personnel policies and procedures; and

5. All background check reports obtained in accordance with 935 CMR 500.030.

(e) Business records, which shall include manual or computerized records of:

1. Assets and liabilities;

2. Monetary transactions;

3. Books of accounts, which shall include journals, ledgers, and supporting documents,

agreements, checks, invoices, and vouchers;

4. Sales records including the quantity, form, and cost of marijuana products; and

5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a West County Collective, including members of the nonprofit corporation, if any.

(f) Waste disposal records as required under 935 CMR 500.105(12); and

(g) Following closure of a West County Collective, all records will be kept for at least two years at the expense of the West County Collective and in a digital and paper copies to be made available to the Commission, should it request then.

Restricting Access to Age 21 or Older

West County Collective does not intend to provide retail services, and only employees and those with special permission to visit the premises will be allowed on site. All employees and visitors will be age 21 or older. All employees and visitors will have their state IDs checked, copied, and logged on record. All employees and visitors will have temporary ID badges to ensure that anyone who is ever on site is age 21 or older.

Quality Control and Testing

Quality control will be done at every phase in the process. Only the strongest healthiest plants will make it to the tagging stage (at 8”), and will be monitored daily by employees. All additives and pesticides will be logged on paper record as well as in METRC.

All marijuana produced by West County Collective will be tested by an independent testing laboratory, i.e. a laboratory that is licensed by the Commission and is:

(a) accredited to the International Organization for Standardization 17025 (ISO/IEC 17025:

2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is

otherwise approved by the Commission;

(b) independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and

(c) qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Additional information:

West County Collective will respond to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) by notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both West County Collective and the Independent Testing Laboratory, separately and directly. The notification from West County Collective will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

West County Collective will maintain the results of all testing for no less than one year;

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).

All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);

All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana West County Collective for disposal or by the Independent Testing Laboratory disposing of it directly;

No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

West County Collective will only process cannabis in a safe and sanitary manner.

West County Collective will process the leaves and flowers of the female marijuana plant only, which will be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables;
5. Packaged in a secure area.

West County Collective will comply with the following sanitary requirements: 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;

West County Collective agents working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:

- a. Maintaining adequate personal cleanliness;
- b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. Hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in West County Collective in production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste will be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. There will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. West County Collective's water supply will be sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet West County Collective's needs;
12. Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout

West County Collective. Plumbing will properly convey sewage and liquid disposable waste from the West County Collective. There will be no cross-connections between the potable and waste water lines;

13. West County Collective will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

14. Products that can support the rapid growth of undesirable microorganisms will be held in a manner that prevents the growth of these microorganisms; and 935 CMR: CANNABIS CONTROL COMMISSION 500.105: continued

15. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). (c) West County Collective, will comply with sanitary requirements. All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 59

Personnel Policies including background checks

The operation will begin with only the two owners operating the primary space, but as soon as operations begin in full, two more full time employees will be needed. All applicants for employment will submit to a CORI background check before their employment period shall begin. Any applicants with criminal records (other than acceptable charges outlined in 935 CMR 500.801) will not be considered. Upon hiring, all employees will be informed in person and in writing of a zero tolerance policy. Any employee found not acting in accordance with the rules set out during training, will be removed from the employment of West County Collective immediately.

Any employee hired by West County Collective will go through Responsible Vendor Training within 90 days of hire in accordance with 935 CMR 500.105 (2). On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”

2. Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.

3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.

5. West County Collective will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the

Commission and any other applicable licensing authority upon request during normal business hours.

Additional Information:

West County Collective will maintain an alcohol, smoke, and drug free work place.

Violation of this rule will result immediate dismissal.

All information regarding the operations at the facility will be confidential.

Employees will be required to sign Non-Disclosure Agreements in relation to the information and activities surrounding West County Collective

West County Collective Policy will ensure that agents will be immediately dismissed if they have: diverted marijuana, which shall be reported to law enforcement officials and to the Commission, engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission, been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Maintaining of Financial Records

West County Collective's financial records, which shall include manual and computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a West County Collective, including members of the nonprofit corporation, if any.

(f) Waste disposal records as required under 935 CMR 500.105(12); and

(g) Following closure of West County Collective, all records will be kept for at least two years at the expense of the West County Collective and in a digital and paper copies to be made available to the Commission

Additional Information:

Any software or methods that manipulate sales data are strictly prohibited, any agent who engages in manipulation of data will be immediately dismissed and the Commission will be notified.

Monthly sales equipment, data, and software checks will be done on the first of each month to ensure continuity, consistency, and accuracy of sales data.

West County Collective does not intend to have any non-marijuana sales, but should any non-marijuana sales take place, the accounting will be maintained separately from marijuana sales.

West County Collective will provide bi-annual sales report data to ensure adequate marijuana supply.

West County Collective will with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

Qualifications and Training

Any employee hired by West County Collective will go through Responsible Vendor Training within 90 days of hire in accordance with 935 CMR 500.105 (2). On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor.”

2. Once a licensee is designated a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.

3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.

5. West County Collective will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Additional Information:

All agents of West County Collective shall participate in a minimum of eight (8) hour agent training.

The main roles in the establishment will fall into two categories: administration and production. Administrative roles will deal with accounting, payroll, human resources, public interface, maintenance of records, and to ensure compliance. The production roles will be focused on the cultivation and preparation of cannabis.

Qualifications for both roles will be extreme attention to detail, computer literacy, and interpersonal communication skills. Administrative qualifications will be: at least 2 years experience in office administration or a related field, or a degree to that effect, and a background check. Production qualifications will be: at least 2 years experience in an agricultural, environmental, or biological field, or a degree to that effect, as well as a background check.

Diversity Plan

Progress Update:

As West County Collective was unable to begin operations as planned WCC did not make any new hires. WCC is still dedicated to hiring from the demographics outlined by the Cannabis Control Commission. As WCC did not generate any revenue, WCC was also unable to provide the biannual trainings detailed below. WCC still fully intends to arrange the trainings detailed below once WCC becomes operational.

In order to attract, contract, hire, promote, and retain board members, contractors, executives, employees, managers, and service providers from the demographics outlined by the Cannabis Control Commission (minorities, women, veterans, people with disabilities, LGBTQ+ people) to West County Collective will advertise employment opportunities tailored to individuals falling into the above-listed demographics with career centers. West County Collective will also seek to contract local businesses owned by minorities, women, veterans, people with disabilities, and LGBTQ+ people as well. Policies related to promotions and performance reviews within the company that employ equity principles will be implemented that allow for opportunities for advancement

WCC will offer biannual (twice yearly) training in industry related areas such as how to use cannabis-tracking software, basic safety and sanitation practices. We have been in communication with the Gladys Allen Brigham Community center as the venue for these job trainings, and will accommodate no more than 25 participants per session as a way to ensure each participant has individual attention and will be well trained from attending the sessions. Educational opportunities will be provided by way of seminars, trainings and educational sessions that promote skill building and professional development, at no expense to the participants. WCC will host the event, as well as cover all costs of participation. Target demographics will be advertised to through connections with local organizations, as well as local newspapers, job boards, and online when applicable. WCC plans to start these training sessions six months from the start of operations.

Many organizations are hesitant to be involved with a cannabis related business, so West County Collective has taken it upon ourselves to give people the skills they need to thrive in the cannabis business world.

West County Collective will keep documentation on the demographics of all employees within their personnel records to track and ensure that we are meeting and hopefully exceeding our goal of having 20% of our staff

and/or contractors be from impacted groups such as minorities, women, veterans, people with disabilities, and LGBTQ+ people. Tracking of promotions and pay increases, along with receipts and certificates of completion from trainings and information sessions will also be documented and filed within personnel records. Tracking logs will be created to easily view this information. All data and logs will be available on site for inspection at all times.

West County Collective will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment;

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

In summary:

Programs:

- 1.) West County Collective will to establish its own biannual skills workshop to promote equity among disproportionately impacted populations starting six months from the start of operations.
- 2.) These workshops will be advertised targeting these populations, as will be free of charge to any who wish to attend.
- 3.) Workshops will be held at the Gladys Allen Brigham or comparable public space for ease of access to the public.
- 4.) Workshops will be limited to 25 participants per session to ensure high quality training.

Goals:

- 1.) West County Collective will train disenfranchised populations such as minorities, women, veterans, and people with disabilities, and LGBTQ+ people to work in the cannabis industry to promote equity.

Measurement and accountability:

- 1.) All workshops will be monitored, reviewed, and the turnout and results logged for inspection at any time.