



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282409  
Original Issued Date: 07/16/2020  
Issued Date: 05/13/2021  
Expiration Date: 07/16/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Green Meadows Farm, LLC

Phone Number: 646-469-5001  
Email Address: chris@greenmeadows.com

Business Address 1: 64 Mill St  
Business City: Southbridge Business State: MA Business Zip Code: 01550  
Business Address 2: Suite 101  
Mailing Address 1: PO Box 829  
Mailing City: Southbridge Mailing State: MA Mailing Zip Code: 01550  
Mailing Address 2:

### 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: Green Meadows Farm, LLC  
Department of Public Health RMD Registration Number: PCR Only  
Operational and Registration Status: Obtained Provisional Certificate of Registration only  
To your knowledge, is the existing RMD certificate of registration in good standing?: yes  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100  
Percentage Of Control: 100

**Role:** Owner / Partner      **Other Role:** Chief Executive Officer; Manager; Director of Security; Sole Member (before approval of Change of Ownership application); a Manager of Reya Ventures, LLC

**First Name:** Robert      **Last Name:** Patton      **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

##### Entity with Direct or Indirect Authority 1

**Percentage of Control:** 100      **Percentage of Ownership:** 100

**Entity Legal Name:** Reya Ventures, LLC      **Entity DBA:**      **DBA City:**

**Entity Description:** Reya Ventures, LLC

**Foreign Subsidiary Narrative:**

**Entity Phone:**      **Entity Email:**      **Entity Website:**

**Entity Address 1:**      **Entity Address 2:**

**Entity City:**      **Entity State:**      **Entity Zip Code:**

**Entity Mailing Address 1:**      **Entity Mailing Address 2:**

**Entity Mailing City:**      **Entity Mailing State:**      **Entity Mailing Zip Code:**

**Relationship Description:** Reya Ventures, LLC is the sole Member of Green Meadows Farm, LLC. A Change of Ownership, with Reya Ventures as the owner, was approved by the Commission on March 5, 2020.

#### CLOSE ASSOCIATES AND MEMBERS

##### Close Associates or Member 1

**First Name:** Christian      **Last Name:** Zawacki      **Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** Chief Operating Officer

##### Close Associates or Member 2

**First Name:** Robert      **Last Name:** Patton      **Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** Chief Executive Officer; a Manager of Reya Ventures, LLC

##### Close Associates or Member 3

**First Name:** Thomas      **Last Name:** Zawacki      **Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** A Manager of Reya Ventures, LLC

##### Close Associates or Member 4

**First Name:** Benjamin      **Last Name:** Bourque      **Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** Executive Vice President, Cannabis Production

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

**Entity Legal Name:** Reya Ventures, LLC      **Entity DBA:**

<b>Email:</b> bobpatton@greenmeadows.com	<b>Phone:</b> 203-979-1204		
<b>Address 1:</b> 656 Asbury Street	<b>Address 2:</b>		
<b>City:</b> Hamilton	<b>State:</b> MA	<b>Zip Code:</b> 01982	
<b>Types of Capital:</b> Monetary/Equity	<b>Other Type of Capital:</b>	<b>Total Value of Capital Provided:</b> \$1114000	<b>Percentage of Initial Capital:</b> 100
<b>Capital Attestation:</b> Yes			

**BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**  
No records found

**DISCLOSURE OF INDIVIDUAL INTERESTS**  
Individual 1

<b>First Name:</b> Christian	<b>Last Name:</b> Zawacki	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Green Meadows Farm, LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Southbridge	<b>Marijuana Establishment State:</b> MA	

Individual 2

<b>First Name:</b> Robert	<b>Last Name:</b> Patton	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Green Meadows Farm, LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Southbridge	<b>Marijuana Establishment State:</b> MA	

Individual 3

<b>First Name:</b> Robert	<b>Last Name:</b> Patton	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Green Meadows Farm, LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Southbridge	<b>Marijuana Establishment State:</b> MA	

Individual 4

<b>First Name:</b> Thomas	<b>Last Name:</b> Zawacki	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Green Meadows Farm, LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Southbridge	<b>Marijuana Establishment State:</b> MA	

Individual 5

<b>First Name:</b> Benjamin	<b>Last Name:</b> Bourque	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Green Meadows Farm, LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Southbridge	<b>Marijuana Establishment State:</b> MA	

Individual 6

<b>First Name:</b> Christian	<b>Last Name:</b> Zawacki	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Green Meadows Farm, LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Southbridge	<b>Marijuana Establishment State:</b> MA	

Individual 7

<b>First Name:</b> Robert	<b>Last Name:</b> Patton	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Green Meadows Farm, LLC	<b>Business Type:</b> Marijuana Product Manufacture	
<b>Marijuana Establishment City:</b> Southbridge	<b>Marijuana Establishment State:</b> MA	

Individual 8

<b>First Name:</b> Robert	<b>Last Name:</b> Patton	<b>Suffix:</b>
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Marijuana Establishment Name: Green Meadows Farm, LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Southbridge

Marijuana Establishment State: MA

Individual 9

First Name: Thomas

Last Name: Zawacki

Suffix:

Marijuana Establishment Name: Green Meadows Farm, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Southbridge

Marijuana Establishment State:

MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 64 Mill Street

Establishment Address 2: 1st Floor

Establishment City: Southbridge

Establishment Zip Code: 01550

Approximate square footage of the Establishment: 26992

How many abutters does this property have?: 84

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

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

Cultivation Environment: Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5d8b77e0bc90861af114a592	09/25/2019
Certification of Host Community Agreement	Green Meadows_Executed HCA Certification Form_Dec 2019.pdf	pdf	5dfd13b6cb8cc6573ebd0c79	12/20/2019
Community Outreach Meeting Documentation	GMF Community Outreach Attestation Form - Nov 2019.pdf	pdf	5e7a4a0881ed8a355b8d639c	03/24/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Nick's House Confirmation Letter.pdf	pdf	5dfd13d4bb37d053183de2cc	12/20/2019
Plan for Positive Impact	Green Meadows_Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	5e7e17edd29ad9357159516e	03/27/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Date generated: 05/24/2021

### Individual Background Information 1

**Role:** **Other Role:**  
**First Name:** Robert **Last Name:** Patton **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** no

### Individual Background Information 2

**Role:** **Other Role:**  
**First Name:** Christian **Last Name:** Zawacki **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

### Individual Background Information 3

**Role:** **Other Role:**  
**First Name:** Benjamin **Last Name:** Bourque **Suffix:**  
**RMD Association:** RMD Staff  
**Background Question:** no

### Individual Background Information 4

**Role:** **Other Role:**  
**First Name:** Robert **Last Name:** Patton **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### Individual Background Information 5

**Role:** **Other Role:**  
**First Name:** Thomas **Last Name:** Zawacki **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

**Role:** Investor/Contributor **Other Role:**  
**Entity Legal Name:** Reya Ventures, LLC **Entity DBA:**  
**Entity Description:** LLC Investment Partnership  
**Phone:** 203-979-1204 **Email:** chris@greenmeadows.com  
**Primary Business Address 1:** 64 Mill St **Primary Business Address 2:**  
**Primary Business City:** Southbridge **Primary Business State:** MA **Principal Business Zip Code:**  
01550

**Additional Information:** Reya Ventures, LLC is the sole Member of Green Meadows Farm, LLC. Change of Ownership approval was granted by the Commission on March 5, 2020.

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	GMF Cert of Org.pdf	pdf	5d8a70f7d471f115eb59837b	09/24/2019

Bylaws	GMF ByLaws.pdf	pdf	5d8a7102bc90861af114a411	09/24/2019
Secretary of Commonwealth - Certificate of Good Standing	GMF Cert of Good Standing Commonwealth.pdf	pdf	5d8a7109a489aa1afc3ff5ba	09/24/2019
Department of Revenue - Certificate of Good standing	Green Meadows_DoR Cert 12.19.19.pdf	pdf	5dfd165ebb37d053183de2e2	12/20/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Certificate of Good Standing - Apr 2021.pdf	pdf	607730ab518b4d4499416fe0	04/14/2021
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate of Good Standing - Apr 2021.pdf	pdf	607730b403415644ba107207	04/14/2021
Secretary of Commonwealth - Certificate of Good Standing	SoS Certificate of Good Standing - Apr 2021.pdf	pdf	60789ec68bb25444af30126f	04/15/2021

Massachusetts Business Identification Number: 001311857

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	4 Plan for Obtaining Liability Insurance.pdf	pdf	5d8a71f5c99740160131b786	09/24/2019
Business Plan	Green Meadows_Business Plan.pdf	pdf	5dfd1834ef24345344e4e80e	12/20/2019
Proposed Timeline	Green Meadows_Proposed Timeline_Cultivator.pdf	pdf	5dfd20b300f72d57285ede39	12/20/2019

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Record Keeping procedures	GMF CMO Cover Page_TOC_CMO Language.pdf	pdf	6077318186f403457678d0ac	04/14/2021
Record Keeping procedures	GMF SOP #200.00 Recordkeeping.pdf	pdf	6077319d21aec245a96cb03b	04/14/2021
Maintaining of financial records	GMF SOP #210.00 Maintenance of Financial Records Policy and Procedure.pdf	pdf	607731aa59973545607653d9	04/14/2021
Security plan	GMF SOP #300.00 Security Policies and Procedures.pdf	pdf	607731bfb015444c55042e8	04/14/2021
Restricting Access to age 21 and older	GMF SOP #310.00 Policy for Restricting Access to Age 21 and Older.pdf	pdf	607731ca86f403457678d0ba	04/14/2021
Transportation of marijuana	GMF SOP #400.00 Transportation Procedures.pdf	pdf	607731db3a37ef458c0865b3	04/14/2021
Storage of marijuana	GMF SOP #500.00 Handling of Marijuana and Marijuana Products.pdf	pdf	607731f216d4db44ccf581ec	04/14/2021

Prevention of diversion	GMF SOP #600.00 Plan for Prevention of Diversion.pdf	pdf	6077325749891145972378e7	04/14/2021
Personnel policies including background checks	GMF SOP #700.00 Personnel Policies and Procedures.pdf	pdf	607732659cefd04567d4e093	04/14/2021
Personnel policies including background checks	GMF SOP #760.00 Personnel Policies Including Background Checks.pdf	pdf	6077327259973545607653e0	04/14/2021
Personnel policies including background checks	GMF SOP #730.00 Code of Conduct Policy.pdf	pdf	607732857eb80444db467d67	04/14/2021
Personnel policies including background checks	GMF SOP #740.00 Whistle-blower Policy.pdf	pdf	60773290518b4d4499416ff3	04/14/2021
Diversity plan	GMF SOP #750.00 Diversity Policy.pdf	pdf	6077329abd015444c55042ee	04/14/2021
Qualifications and training	GMF SOP #770.00 Qualifications and Training.pdf	pdf	607732a57eb80444db467d6b	04/14/2021
Personnel policies including background checks	GMF SOP #800.00 Workplace Safety Policies and Procedures.pdf	pdf	607732bc59973545607653e4	04/14/2021
Dispensing procedures	GMF SOP #900.00 Retail Sales Policy.pdf	pdf	607732dc21aec245a96cb046	04/14/2021
Dispensing procedures	GMF SOP #910.00 Patient Supply Policy.pdf	pdf	607732ef49891145972378ed	04/14/2021
Dispensing procedures	GMF SOP #920.00 Plan to Provide Marijuana to Patients with Verified Financial Hardship.pdf	pdf	607732feb015444c55042f2	04/14/2021
Storage of marijuana	GMF SOP #1300.00 Storage of Marijuana and Dispensing Procedures.pdf	pdf	6077330c16d4db44ccf581f3	04/14/2021
Inventory procedures	GMF SOP #1200.00 Inventory Procedures.pdf	pdf	60773328cefab844e6714851	04/14/2021
Policies and Procedures for cultivating.	GMF SOP #1400.00 Cultivation Procedures.pdf	pdf	6077333a21aec245a96cb04a	04/14/2021
Policies and Procedures for cultivating.	GMF SOP #1410.00 GMF Strain and Product List.pdf	pdf	6077334549891145972378f1	04/14/2021
Quality control and testing	GMF SOP #1600.00 Quality Control and Testing.pdf	pdf	6077335549891145972378f7	04/14/2021
Separating recreational from medical operations, if applicable	GMF SOP #2000.00 Plan for Separating AU from Med Operations.pdf	pdf	6077337f03415644ba107221	04/14/2021
Energy Compliance Plan	GMF SOP #1420.00 Energy Efficiency and Conservation Policies.pdf	pdf	6077338bbd015444c55042f9	04/14/2021

#### ATTESTATIONS

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

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

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

I Agree

**Notification:** 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:** Green Meadows Farm has 19 Adult-Use Cultivation Agents registered with the Commission. No AU Cultivation Agents have reported an eligible drug conviction or a parent or spouse as having an eligible drug conviction.

Green Meadows Farm intends to hire more Cultivation Agents, with operations expected to commence in the next few months and will include recruitment efforts to meet Goal 1.

#### Progress or Success Goal 2

**Description of Progress or Success:** Green Meadows Farm is a proud sponsor of the expungement and record sealing of eligible criminal records in Massachusetts to help remove the barriers people of disproportionate impact face when applying for housing, employment, educational opportunities, community assistance, and other services, when they have such drug convictions on their record.

Green Meadows Farm was a sponsor of the 2020 National Expungement Week – Western Massachusetts virtual expungement and record sealing clinic, held on September 30, 2020. The clinic provided free CORI and CARI checks; bilingual English and Spanish education; pro-bono legal assistance for eligible Massachusetts residents to apply for expungements and record sealing of their eligible Massachusetts criminal records, including qualifying cannabis convictions; and access to wrap-around community services. Please see attached for event details.

Green Meadows Farm is also a sponsor of the Massachusetts Expungement & Sealing Virtual Event, to be hosted by the Western New England School of Law's Center (WNELS) for Social Justice. As part of that event, the organizers will hold a series of virtual CORI clinics on Thursday, April 22nd (2-4pm); Friday, April 23rd (2-4pm); and Monday, April 26th (9-11am). Please see < <https://mavirtualexpunge.com/cori-clinic/>> for more information. The Expungement & Sealing Virtual Event will take place on Thursday, April 29th from 2-5pm and provide pro bono legal assistance to eligible Massachusetts residents to apply for expungements and record sealing of their eligible Massachusetts criminal records. The event will include a panel discussion and have Spanish translators on hand to translate for any Spanish-speaking participants. Please see < <https://mavirtualexpunge.com/expungement-and-sealing/>> for more information and to Register. Green Meadows Farm is listed as a sponsor on their website at: < <https://mavirtualexpunge.com/community-partners/>>.

#### Progress or Success Goal 3

**Description of Progress or Success:** Green Meadows Farm has not yet commenced operations under its Adult-Use Cultivation License. Green Meadows Farm proudly counts three (3) local veterans (15.8%) and six (6) residents of areas of disproportionate impact (31.6%) as Cultivation Agents.

The following is a list of activities and financial contributions that Green Meadows Farm has supported in Southbridge, an area of disproportionate impact:

- Green Meadows Farm Job Fair held on November 21, 2020 from 12-6pm at the Southbridge Hotel & Conference Center. (See attached flyer). Southbridge residents were targeted via an announcement on Facebook the "Focused on Southbridge" public group (5,700 members). (See attached screenshots of job posting).
- Nick's Perry's Memorial Foundation (See Program #1) in the amount of \$1,500. See: <https://nickperryshouse.org/>.

- Quinebaug Valley Council for the Arts and Humanities in the amount of \$500. See <https://www.qvcah.org/>.

### COMPLIANCE WITH DIVERSITY PLAN

#### Diversity Progress or Success 1

**Description of Progress or Success:** Green Meadows Farm has 19 Adult-Use Cultivation Agents registered with the Commission.

Please see below for a reporting of our Cultivation Agents' demographic data:

Demographic	Target Goal	Number of Agents	GMF MTC Agents
Minorities	37.6%	5	26.3%
Women	50.7%	7	36.8%
Veterans	7.2%	3	15.8%
LGBTQ+	-	1	7.1%
People with Disabilities	14.2%	1	5.3%

#### Diversity Progress or Success 2

**Description of Progress or Success:** Green Meadows Farm employs 14 management and executive Adult-Use Cultivation Agents, of which five (35.7%) are composed of one or more of the above-listed target demographics.

#### Diversity Progress or Success 3

**Description of Progress or Success:** Program 1: Advertise for Diversity and Target Recruitment Activities to Diverse Populations:

- List job openings once per quarter with at least one (1) professional organization or media outlet that reaches diverse audiences, including the Center of Hope Foundation in Southbridge.
- Ask those organizations and outlets for names of potential candidates at least once per quarter.
- Discuss objectives with hiring managers on a quarterly basis and track the demographic profile of existing staff to refine, increase, and achieve diversity goals.

Green Meadows Farm has not yet commenced operations under its Adult-Use Cultivation License. Green Meadows Farm has conducted outreach and developed a relationship with the Southbridge and local organizations listed below to help facilitate diversity recruitment, including:

- Center of Hope, 100 Foster Street, Southbridge, MA
- United Way of South-Central Massachusetts, 176 Main St., Suite 400, Southbridge, MA
- Worcester Community Action Council, Denholm Building, 484 Main Street, 2nd Floor, Worcester, MA
- Veterans, Inc., 69 Grove Street, Worcester, MA
- Latin and American Business Organization, 50 Elm Street, Southbridge, MA
- Italian Center, 20 North Street, Southbridge, MA
- Eagles Club, 59 Mill St, Southbridge, MA
- Marquis, 61 Chestnut St, Southbridge, MA
- Senior Center, 153 Chestnut St, Southbridge, MA
- Tri-Community Family Branch YMCA, 43 Everett St, Southbridge, MA
- Southbridge Community Center, 346 Main St, Southbridge, MA
- Worcester Community Action, 114 Pleasant St, Southbridge, MA

#### Diversity Progress or Success 4

**Description of Progress or Success:** Program 2: Provide On-the-Job Mentorship and Career Ladders, including:

- Provide information on industry training and mentorship opportunities quarterly.
- Encourage individual initiative and publicize opportunities for advancement quarterly within the company and Massachusetts cannabis industry.
- Provide at least two (2) mentors for staff from under-represented groups.

Green Meadows Farm's Adult-Use Cultivation License is at the Provisional Licensing stage and has not yet commenced these activities. Green Meadows Farm is exploring a summer internship program targeting under-represented groups.

#### Diversity Progress or Success 5

**Description of Progress or Success:** Program 3: Demonstrate an Organizational Commitment to Diversity, including:

- Publicize the company's commitment to diversity through marketing efforts quarterly.
- Review policies that affect work/life balance twice per year and make changes to reflect changing family structures, home situations, and cultural norms.

Green Meadows Farm has adopted a Code of Ethics and Whistleblower Policy to promote a safe and inclusive workplace environment to foster a diverse and equitable workplace. During COVID-19, Green Meadows Farm has promoted work/life balance and accommodations of family commitments and employee health by maintaining a flexible "Work from Home" policy, as job duties and schedules allow.

#### HOURS OF OPERATION

<b>Monday From: 8:00 AM</b>	<b>Monday To: 6:00 PM</b>
<b>Tuesday From: 8:00 AM</b>	<b>Tuesday To: 6:00 PM</b>
<b>Wednesday From: 8:00 AM</b>	<b>Wednesday To: 6:00 PM</b>
<b>Thursday From: 8:00 AM</b>	<b>Thursday To: 6:00 PM</b>
<b>Friday From: 8:00 AM</b>	<b>Friday To: 6:00 PM</b>
<b>Saturday From: 8:00 AM</b>	<b>Saturday To: 6:00 PM</b>
<b>Sunday From: 8:00 AM</b>	<b>Sunday To: 6:00 PM</b>



## **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Green Meadows Farm, LLC (“**Green Meadows**”) will remain compliant at all times with the local zoning requirements set forth in Southbridge Zoning Ordinance. In accordance with the Zoning Ordinance, Green Meadows’ proposed establishment is located at 64 Mill Street in the Manufacturing Zoning District designated for Marijuana Establishments.

In compliance with state regulations and the Zoning Ordinance, the proposed establishment is not located within 500 feet of a pre-existing public or private school providing education to children in kindergarten or grades 1 through 12. The establishment will also be compliant with the various buffer requirements for sensitive land uses set forth in the Zoning Ordinance as will be determined by the Special Permit Granting Authority during the special permit process.

Green Meadows will apply for a Special Permit from the Town of Southbridge Planning Board. Green Meadows will also apply for any other local permits, approvals, registrations or certificates required to site and operate a Marijuana Establishment at the proposed location and will comply with all conditions and standards set forth in any required local permit or approval.

Green Meadows will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Green Meadows has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.



# 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, ROBERT H. PATTON, (insert name) certify as an authorized representative of GREEN MEADOWS FARM, LLC (insert name of applicant) that the applicant has executed a host community agreement with SOUTHBRIDGE (insert name of host community) pursuant to G.L.c. 94G § 3(d) on DECEMBER 17<sup>th</sup>, 2019 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, RONALD SAN ANGELO, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN of SOUTHBRIDGE (insert name of host community) to certify that the applicant and Town of Southbridge (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on DECEMBER 17, 2019 (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, Christian Zawacki, (*insert name*) attest as an authorized representative of Green Meadows Farm, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on November 4, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on October 17, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on October 16, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on October 11, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



**NOTICE OF COMMUNITY OUTREACH MEETING  
GREEN MEADOWS FARM, LLC**

Notice is hereby given that Green Meadows Farm, LLC will hold a Community Outreach Meeting on **November 4, 2019** at the Southbridge Police Department Community Room, 1 Mechanic Street, Southbridge, MA 01550 at 6:00 PM to discuss the proposed siting of a Medical Marijuana Treatment Center and Adult Use Marijuana Establishment at 64 Mill Street, Southbridge, MA 01550 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 502.000 *et seq.*

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

RECEIVED  
TOWN CLERK'S OFFICE  
2019 OCT 16 AM 10:29  
TOWN OF SOUTHBRIDGE  
MASSACHUSETTS

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RECEIVED  
2019 OCT 16 AM 10:32  
TOWN MANAGER'S OFFICE  
SOUTHBRIDGE MA

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RECEIVED 10/16/19  
R. Cournoyer  
Planning Board

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RECEIVED 10/16/19  
R. Courayer  
ED+P

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

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

**OFFICIAL USE**

Certified Mail Fee \$

- Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent \$

Street

City, St.

PS Form 3800, June 2009

Instructions



7018 0680 0001 4728 4352

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

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

**OFFICIAL USE**

Certified Mail Fee \$

- Extra Services & Fees (check box, add fee as appropriate)
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- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$

Total Pk \$

Sent To \$

Street #

City, St.

PS Form 3800, June 2009



7018 0680 0001 4728 4352

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**TOWN OF SOUTHBRIDGE**  
[www.ci.southbridgema.us](http://www.ci.southbridgema.us)

**Tel 508-764-5402**

**Office of Economic Development & Planning**  
**41 Elm Street, Southbridge MA 01550-2638**

April 7, 2021

Green Meadows Farm, LLC  
P.O. Box 829  
Southbridge, MA 01550

Re: Costs associated with the operation of an Adult Use Marijuana Cultivation Facility (License #MC282409)

To Whom It May Concern:

The Town of Southbridge has not incurred any costs associated with the Adult Use Cultivation License #MC282409 at 64 Mill Street operated by Green Meadows Farm, LLC. The police chief, Shane Woodson and the fire chief, Paul Normandin both confirmed this via email to myself on February 2, 2021. However, this is expected to change as the facility is now in operation.

Should you have any further questions or need anything more, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Rumsey".

Eric Rumsey  
Southbridge Town Planner



## **Plan to Positively Impact Areas of Disproportionate Impact**

### **Overview**

Green Meadows Farm, LLC (“**Green Meadows**”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

Green Meadows firmly believes that marijuana businesses have an obligation to support the health and well-being of their customers as well as the local communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Green Meadows’ intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing negative stigmas and perceptions associated with marijuana use.

To support such populations, Green Meadows has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “**Plan**”) and has identified and created goals / programs to positively impact past or present residents of Southbridge; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions (the “**Target Communities**”).

### **Goals**

Green Meadows’ Senior Vice President of Retail Operations will administer Green Meadows’ Plan. The Director will be responsible for developing measurable outcomes and ensuring Green Meadows continues to meet its commitments noted in this document. The Director will explore opportunities to form philanthropic partnerships in the community to implement and enhance the Plan.

In order for Green Meadows to positively impact the Target Communities, Green Meadows has established the following goals:

1. Hire at least 25% of staff from the Target Communities. The Target Communities, as defined above, are past or present residents of Southbridge; Massachusetts residents who have past drug convictions; and Massachusetts residents with parents or spouses who have drug convictions<sup>1</sup>;
2. Host and participate in events that will support the Target Communities, including annual donation drives and events in support of the Nick Perry Memorial Foundation in Southbridge and annual educational seminars;
3. Materially contribute financial resources in support of the Nick Perry Memorial Foundation in Southbridge through annual donations of \$10,000.00.

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<sup>1</sup> Green Meadows will ensure that any hiring practices instituted with respect to Massachusetts residents who have past drug convictions or Massachusetts residents with parents or spouses who have drug convictions are done in accordance with “Ban the Box” standards.



### **Programs**

Green Meadows has developed specific programs to effectuate its stated goals to positively impact Southbridge. Such programs will include the following:

1. Holding annual in-store donation drives in support of the Nick Perry Memorial Foundation within Southbridge;
2. Donating \$10,000.00 annually to the Nick Perry Memorial Foundation;
3. Conducting at least one industry-specific educational seminar annually on marijuana retailing and marijuana business management for individuals from the Target Communities;
  - a. Educational seminars will be advertised in *The Southbridge News*;
  - b. Green Meadows will be able to accommodate at least ten (10) individuals at each educational seminar;
  - c. Participants in the educational seminars will be required to attest that they are from one of the Target Communities.
4. Posting jobs (as they become available, but not less than annually) in *The Southbridge News* and on 70MillionJobs.com.

### **Measurements**

The Senior Vice President of Retail Operations will administer the Plan and will be responsible for developing measurable outcomes to ensure Green Meadows continues to meet its commitments. Such measurable outcomes, in accordance with Green Meadows' goals and programs described above, include:

- Tracking and annually reporting donations and support, with a minimum of \$10,000 given to the Nick Perry Memorial Foundation;
- Documenting any and all donations made to the Nick Perry Memorial Foundation as a result of the in-store donation drives;
- Providing an annual report of the Company's educational seminar events, at least one per year, via written narratives, images, participant attestations, and newspaper advertisements;
- Documenting any and all job advertisements placed in *The Southbridge News* and 70MillionJobs.com, as well as any resumes received as a result; and
- Conducting an annual employment composition review to determine what percentage, with a 25% minimum goal, of its employees identify as being a part of the Target Communities.

Beginning upon receipt of Green Meadows' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Green Meadows will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly anniversary of the license. The Senior Vice President of Retail Operations will review and evaluate Green Meadows' measurable outcomes no less than semi-annually to ensure that Green Meadows is meeting its commitments. Green Meadows is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

### **Acknowledgments**

- As identified above, Green Meadows intends to donate to the Nick Perry Memorial Foundation and acknowledges via the attached letter that the Nick Perry Memorial



Foundation has been contacted and will receive the donation described herein. Nick Perry Memorial Foundation is a 5-bedroom single family home in Southbridge, MA that temporarily houses veterans who are transitioning back to civilian life. Their goal – *“helping the community one soldier at a time.”*

- Green Meadows 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 Green Meadows will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



**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: 001311857

1. The exact name of the limited liability company is: GREEN MEADOWS FARM, LLC

2a. Location of its principal office:

No. and Street: 656 ASBURY STREET  
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 Country: USA

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

No. and Street: 656 ASBURY STREET  
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 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:

ANY LAWFUL BUSINESS FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROBERT H. PATTON  
 No. and Street: 656 ASBURY STREET  
 City or Town: SOUTH HAMILTON State: MA Zip: 01982 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ROBERT H. PATTON	656 ASBURY STREET SOUTH HAMILTON, MA 01982 USA

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

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

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ROBERT H. PATTON	656 ASBURY STREET SOUTH HAMILTON, MA 01982 USA

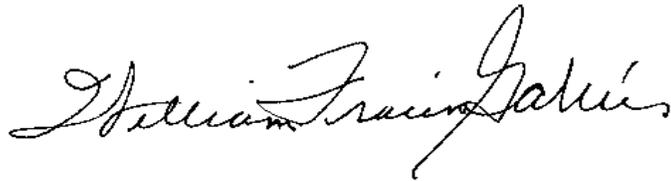
**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of February, 2018,**  
**ROBERT H. PATTON**  
*(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:

February 06, 2018 08:01 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT  
OF  
GREEN MEADOWS FARM, LLC**

This Operating Agreement (the “**Agreement**”) of Green Meadows Farm, LLC (the “**Company**”), effective as of February 6, 2018 (the “**Effective Date**”), is entered into by and between the Company and Robert H. Patton, as the single member of the Company (the “**Member**”).

**RECITALS**

WHEREAS, the Company was formed as a limited liability company on February 6, 2018 by the filing of a certificate of organization (“**Certificate of Organization**”) with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Act, as amended from time to time (the “**MLLCA**”); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth in this Agreement.

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

**Section 1 Name.** The name of the Company is Green Meadows Farm, LLC.

**Section 2 Purpose.** The general character of the Company is to engage in the operation of a business pursuant to St. 2012, ch. 369, G.L. c. 94G, G.L. c. 94I, all as amended or replaced, and all regulations and applicable local laws promulgated pursuant thereto (the “**Cannabis Code**”), together with any and all other lawful acts or activities for which limited liability companies may be formed under the MLLCA and to engage in any and all necessary or incidental activities.

**Section 3 Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

**Section 4 Principal Office; Registered Agent.**

(a) Principal Office. The location of the principal office of the Company shall be 656 Asbury Street, South Hamilton, MA 01982, or such other location as the Member may designate.

(b) Registered Agent. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Certificate of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Board shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

RHP

**Section 5 Members.**

(a) Initial Member. The Member owns one hundred percent (100%) of the membership interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

Robert H. Patton  
656 Asbury Street  
South Hamilton, MA 01982

(b) Transfer of Interest. The Member may only transfer his interest in the Company, in whole or in part, if the proposed transferee is eligible to be admitted as a member of the Company pursuant to Section 5(c) hereof. Any purported transfer of the Member's interest to a person or entity that is not qualified to be admitted as an additional Member shall be null and void.

(c) Additional Members. One (1) or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new company agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary. Further, a new Member may be admitted into the Company only if the new Member is qualified under the Cannabis Code to have an ownership or permitted economic interest in a marijuana business as evidenced by written determination by the Massachusetts Department of Public Health or the Cannabis Control Commission, as the case may be, (the "**Cannabis Regulatory Body**") or determination by legal counsel to the Company sufficient in the judgment of the Member.

(d) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

**Section 6 Management.**

(a) Management of the Company. The operations and affairs of the Company shall be managed by a board of managers (each a "Manager" and together the "Board"). The Board shall be comprised of up to three (3) Managers, who shall each be appointed by the Member. Any action taken by the Board shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Board as set forth in this Agreement. The Board shall have all rights and powers of managers under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement. Notwithstanding the foregoing, in the event that any Manager becomes ineligible under the Cannabis Code or by determination of the Cannabis Regulatory Body to serve as a Manager of the Company, such Manager shall immediately cease to be a Manager of the Company.

NHP.

Unless otherwise specified herein, any determination, election, or decision to be made by the Board hereunder shall be made by a majority of the Board.

(b) Election of Officers; Delegation of Authority. The Board may, from time to time, designate one (1) or more officers with such titles as may be designated by the Board to act in the name of the Company with such authority as may be delegated to such officers by the Board (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Board. Any action taken by an Officer designated by the Board pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her. Notwithstanding the foregoing, any appointment of an Officer shall not be effective if the person purportedly appointed as such Officer is not qualified under the Cannabis Code to be an officer of a marijuana business. In the event that any Officer becomes ineligible under the Cannabis Code or pursuant to a determination by the Cannabis Regulatory Body to serve as an Officer of the Company, such Officer shall immediately cease to be an Officer of the Company.

**Section 7 Liability of Member, Managers, and Officers; Indemnification.**

(a) Liability of Member, Managers, and Officers. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member, the Managers, and the Officers shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member, manager, or officer of the Company.

(b) Indemnification. To the fullest extent permitted under the MLLCA, the Member, Managers, and Officers (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys’ fees) whatsoever incurred by the Member, Managers, and Officers relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member, Managers, or Officers on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member, Managers, of Officers nor any other person shall have any personal liability on account thereof.

**Section 8 Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

**Section 9 Capital Contributions.** The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

**Section 10 Tax Status; Income and Deductions.**

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

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

**Section 11 Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Board, subject to the obligations of the Company and applicable law. Notwithstanding the foregoing, the Board shall make quarterly distributions to the Member in an amount equal to the Members quarterly estimated taxes due in connection with the Member's membership interest in the Company, which shall be estimated in good faith by the Board.

**Section 12 Dissolution; Liquidation.**

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Board or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

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

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

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

**Section 13 Miscellaneous.**

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

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

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

**Section 14 Advisement of Counsel.** THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

[Signature Page to Follow]

MAR

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

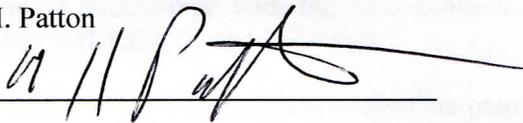
The Company:  
Green Meadows Farm, LLC

By: 

Name: Robert H. Patton

Title: Manager

The Member:  
Robert H. Patton





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

William Francis Galvin  
Secretary of the  
Commonwealth

March 22, 2019

TO WHOM IT MAY CONCERN:

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

**GREEN MEADOWS FARM, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 6, 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: **ROBERT H. PATTON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ROBERT H. PATTON, CHRISTIAN M ZAWACKI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ROBERT H. PATTON**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth





## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ROBERT PATTON  
GREEN MEADOWS FARM, LLC  
64 MILL ST STE 1  
SOUTHBRIDGE MA 01550-0017

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

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

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

## PLAN FOR OBTAINING LIABILITY INSURANCE

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

If adequate coverage is unavailable at a reasonable rate, Green Meadows will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within ten (10) business days. Green Meadows will keep reports documenting compliance with state regulations related to insurance coverage.



GREEN MEADOWS

cultivate | extract | dispense



**GREEN MEADOWS**

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**BUSINESS PLAN**

**2019**

## **REYA VENTURES / GREEN MEADOWS EXECUTIVE SUMMARY**

2019

**Companies:** Green Meadows Farm, LLC  
Reya Ventures, LLC

**Scope of Business:** Green Meadows Farm, LLC will operate a technologically-advanced, four-season hybrid-greenhouse cultivation, processing, and manufacturing facility, and several dispensary facilities, maintaining a vertically-integrated medical marijuana and adult use marijuana business. Reya Ventures, LLC (Reya Ventures) will be the property management and IP company, licensing cultivation, processing and retail facilities to cannabis companies.

### **Background**

Reya Ventures and Green Meadows Farm (Green Meadows) are developing a vertically-integrated organization that will be one of the most advanced medical and adult-use marijuana businesses in the Commonwealth of Massachusetts. The companies will operate a four-season hybrid greenhouse cultivation, processing, extraction, and manufacturing facility with multiple corresponding medical and adult-use dispensary storefronts. The company will draw on nearly a century of family agriculture and farming experience in pursuit of this business endeavor to produce superlative cannabis products for patients and consumers. The Patton family holds a deep appreciation for the Commonwealth, and Green Meadows strives to instill that same care into its vertically-integrated cannabis business. The company will initially enter the Massachusetts medical marijuana market and then will be perfectly positioned to participate in the emerging adult-use industry.

### **Challenges and Opportunities**

Currently, Massachusetts is suffering from an epidemic of opioid-related overdose and death. Additionally, like so much of the United States, Massachusetts struggles with providing sufficient treatment for veterans with post-traumatic stress disorder (PTSD). Many patients, especially veterans, are now looking to the medicinal use of marijuana to alleviate their symptoms. State law in Massachusetts allows patients with debilitating medical conditions the right to use marijuana for such purpose. As the marijuana industry transitions from an underground, unregulated market into a regulated, legal market, few state-approved operators are able to meet the challenges set forth. These challenges include stringent state compliance, adequate funding, land acquisition, buffer zones and zoning approval, industry knowledge and

experience. As Massachusetts' adult-use program began in 2018, consumers will also demand high quality and reasonably priced marijuana products.

### **Solution**

Green Meadows is determined to contribute to the well-being of Massachusetts' medical marijuana patients by allowing them to have a say in which medicine works for their illnesses and ailments. Green Meadows will provide consistent, pharmaceutical-grade marijuana in the forms and quantities legally allowed by state laws. Green Meadows will develop and operate state-of-the-art registered marijuana businesses, including fully compliant cultivation, processing, manufacturing, and retail storefront facilities, to ensure consistent supplies of marijuana products at reasonable prices for patient consumption. Green Meadows, in the tradition of the Pattons' Green Meadows Farm, will set a high standard of best practices for Massachusetts' legal medical marijuana industry, following their historical support of Hamilton regarding employment, benefits, and safe working conditions.

### **Business Model**

Reya Ventures' will build a network of vertically-integrated cultivation, extraction / processing, and retail facilities which will consistently produce the highest quality, efficacious medicinal and adult-use marijuana and associated products. Green Meadows is the operating entity in Massachusetts that will cultivate, process, manufacture, and dispense marijuana for medical use via a vertically-integrated business model. Vertical integration provides a decisive competitive edge in the marijuana industry because it functionally stacks each step of revenue-generating operations together, allowing complete control of the product supply chain while preventing diversion and contamination at every point through state compliance. Green Meadows will cultivate raw plant material (RPM) and flower, process the RPM into the packaged products (infused products, extracts, topicals, capsules, transdermal patches, etc.) that are in high demand in Massachusetts, and sell the flower and products via its licensed registered medical dispensaries (RMDs).

Green Meadows will be committed to providing employment and remaining a good neighbor in Southbridge. The company will support and conduct research dedicated to post-traumatic stress disorder (PTSD) therapy. Green Meadows' cultivation, processing, and manufacturing facility will produce significant amounts of medical marijuana products for its dispensaries to assist combat veterans in their quest for a high quality of life following valued military service, as well as other state patients.

Green Meadows will be in excellent position to efficiently scale the business beyond its initial cultivation, manufacturing, and dispensary site launch.

### **Marketing**

Green Meadows' name and organic brand has long been established in communities throughout the North Shore and Massachusetts. The Pattons dedication to these communities will help drive brand recognition. In addition, Green Meadows will deploy cost-effective marketing programs and establish direct sales goals to ensure brand creation and high returns on investment—just as they have done for decades with Green Meadows Farm organic produce. Green Meadows brand will focus on benefitting Massachusetts and its medical marijuana patients and will emphasize Patton family philanthropy. Through visual, written, Internet and social media-based campaigns, Green Meadows will establish a strong brand and easy identification within Massachusetts.

Marketing for dispensaries will also ensure full product and RPM distribution at the right price for all registered Massachusetts patients. Green Meadows' marketing strategies include:

- Attractive, compliant, and childproof packaging
- High-quality, community-focused branding of healthy, sustainable, and safe products
- Direct, in-dispensary sales and marketing efforts
- Extensive, recognizable, community and health-focused advertising to build the brand
- Facebook, Twitter, Instagram, Snapchat, YouTube, LinkedIn, Google social media use for brand-building and statewide recognition
- Creation and distribution of press releases through well-known media sources for maximum public relations exposure and community awareness
- Attendance and representation at industry and community events to drive brand exposure

### **Competition**

Green Meadows Farm and the Patton family pride themselves on contributing to worthy causes; their well-known philanthropy for the community and the land will be incomparable in the Massachusetts medical marijuana industry. Green Meadows' founders' knowledge of agriculture, community, veterans, and business will make it difficult for qualified competitors to come to market at the same level. Competitors will face significant hurdles in the process, including:

- Finding locations in municipalities that permit medical marijuana activity (it is not permitted in all cities and towns)
- Access to substantial, quality land (cultivation and processing require large land parcels with proper zoning)
- Acquisition of the necessary water and sewage rights
- Ability to acquire additional permits and licensing as needed
- Difficulty of building a brand as well-known and reputable as Patton family brands
- Lack of knowledge on the needs of veterans and patients in the state

### **Market Size**

As of February 15, 2019, the state of Massachusetts included:

- 46 open Registered Marijuana Dispensaries (RMDs)

- 56,216 active physician certifications for medical marijuana patients
- 58,288 active medical marijuana patients
- 6,087 active medical marijuana caregivers
- 289 Medical Use of Marijuana Program (MUMP) registered physicians

Massachusetts has a population of almost seven million people, and millions of tourists visit the Commonwealth every year.<sup>1</sup> With adult-use sales online, Massachusetts is one of the few states in the eastern U.S. with legal adult-use marijuana sales. According to New Frontier Data, Massachusetts adult-use sales are projected to reach over \$1 billion dollars by 2020.<sup>2</sup>

### **Green Meadows Current Status**

- Local approval for cultivation, extraction, and two retail dispensary locations
- Management team in place
- Business plan in place
- Standard operating procedures in development
- Funding in place

### **Financial Projections**

The financial summary located at the end of this document outlines projected revenues, costs, and profitability for Green Meadows' carefully crafted business model. Green Meadows has sufficient capital to construct the initial cultivation, processing, and manufacturing facility, as well as dispensary facilities. Once operational, the five-year financial projections for Green Meadows' vertically-integrated medical marijuana operations predict gross profits in excess of \$82M.

### **The Green Meadows Team**

#### **Robert H. (Bob) Patton - Chief Executive Officer**

Robert H. Patton holds degrees in literature and journalism from Brown University and Northwestern University. He has published six books, including his family memoir, *The Pattons: A Personal History of an American Family*. The book chronicles five generations of ancestors culminating in the author's grandfather, General George S. Patton of World War II fame. Bob sits on the board of the Patton Veterans Project, founded in 2012 by his brother Benjamin Patton, to help military veterans and their families cope with post-deployment issues of PTSD and social isolation.

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<sup>1</sup> United States Census Bureau (2018). *Quickfacts: Massachusetts*. <https://www.census.gov/quickfacts/MA>

<sup>2</sup> Marketwired (2016). *New Report: Massachusetts Marijuana Sales to Top \$1 Billion by 2020*.

<http://www.marketwired.com/press-release/new-report-massachusetts-marijuana-sales-to-top-1-billion-by-2020-2184806.htm>

**Chris Zawacki - Chief Operating Officer**

As the COO for Green Meadows, Chris Zawacki will use his business acumen to achieve profitable revenue growth. Chris is currently the Principal of Business Development at Netology, where he manages all sales and marketing initiatives for the technology company. Chris was also a founding partner of Greenhouse IT, a managed services IT support business. Chris graduated with honors from Boston College, and will also assist in planning and executing Green Meadows' marketing and branding campaigns.

**Robert R. (Rob) Patton - Chief Marketing Officer**

For the past six years, Bob's son Rob Patton has held a succession of senior leadership positions at digital and traditional marketing firms. Most recently, as Senior Director of Strategy and Partnerships for Infogroup, Rob partnered with internal executives and premiere clients to champion and lead business development opportunities to deliver best-in-class customer-centric data and technology solutions. Rob has worked with customers of all sizes, from small companies to Fortune 100 enterprises, to increase sales and customer loyalty, driving revenues exceeding \$450 million annually.

## 1. Our Story



### **Green Meadows Farm: A Brief History**

The Patton family is renowned for their dedication to military service and the Massachusetts community. From the time of the Revolutionary War to the Vietnam War, generations of Pattons have served their country faithfully, successfully, and with dedication. The most well-known member of this illustrious family is General George S. Patton, the iconic World War II commander who marched the allied forces across Nazi-occupied Europe to capture 10,000 miles of territory and liberate Germany from the Nazi regime. General Patton said “Better to fight for something than live for nothing,” a statement that Green Meadows and his descendants still follow. Green Meadows will fight for veterans like the General and the many, many others who have served our country throughout the years -- providing them the ability to treat their painful and / or debilitating symptoms in a natural and holistic manner.

In 1928, the General bought a 232-acre homestead straddling the town line between South Hamilton and Topsfield, Massachusetts. He named it “Green Meadows.” The Pattons lived there occasionally until World War II, when Mrs. Patton took up residence awaiting the General’s return from the war. After his death in 1945, she lived there until her death in 1953.

In 1982, the General's son, Major general George S. Patton, a decorated veteran of the Korean

and Vietnam wars, started farming the Patton Massachusetts land as a hobby. The fact that he knew nothing about farming was not seen as an obstacle by Patton -- as the current Green Meadows has done, he sought out experts and was eager to learn. He consulted with the U.S. Forestry Department and the Commissioner of Agriculture to learn the best methods for establishing a sustainable farm, and he hired experienced farmhands to teach him the subtleties of New England crops. Patton put as much dedication into developing the rolling hills of Green Meadows Farm as he did into leading prepared men into battle. "I want to make this land productive and make it a community asset," he asserted. Patton sold his first crop of blueberries from the back of his truck at the Topsfield Fairgrounds. Eventually, he converted to organic farming methods and sold his produce at a roadside farm stand.

After Patton's death in 2004, Green Meadows went on to become a Community Supported Agriculture (CSA) farm under the management of his widow, Joanne Patton. Visitors enjoyed its vegetables and walking the fields that Patton had named for soldiers who lost their lives under his command in the Vietnam War.

### **Our Commitment to Veterans**

The Pattons have always supported military veterans. That commitment brought an awareness of cannabis as a potential aid for chronic pain, depression, and PTSD symptoms endured by many American servicemen and servicewomen. That awareness in turn led to an appreciation of the relief that many children, adults and pets gain from cannabis medicine for epilepsy, Crohn's Disease, Multiple Sclerosis, chemotherapy nausea, and many other ailments. And excitingly, medical cannabis has lately shown promise as a possible alternative to deadly opioids.

Work done by the Patton family over the years led to the family's anecdotal awareness of medical marijuana as a potential treatment for these physical and emotional ailments. As a result, the family decided to establish a marijuana cultivation, processing, manufacturing facility at Green Meadows Farm, as well as other dispensary facilities around the state. As part of its dedication and support for state veterans, Green Meadows will provide employment to veterans, and a percentage of its proceeds will be donated to veterans organizations.

Integrity, quality, empathy, responsiveness, and "think globally, act locally" have been values integral to the operation of Green Meadows Farm for the past thirty-five years -- these values will be instilled in Green Meadows and carry the legacy of General Patton and other family members into the future in service to our veterans and patients.

## 2. Marijuana: Problems and Opportunities

State law in Massachusetts allows patients with debilitating medical conditions the right to use marijuana to alleviate their symptoms. In a study published in June of 2017, researchers found that “respondents overwhelmingly reported that cannabis provided relief on par with their other medications, but without the unwanted side effects”.<sup>3</sup> These findings indicate that marijuana may aid opiate-dependent individuals in pain management over time. Currently, Massachusetts is suffering tremendously from an epidemic of opioid-related overdose and death. In 2014, the fatal overdose rate in Massachusetts was more than double the national average, according to the Center for Disease Control and Prevention.<sup>4</sup> While more research remains to be done on the subject, a safer medical solution to the opiate epidemic may be available.

Additionally, like so much of the United States, Massachusetts struggles with providing sufficient treatment for veterans with post-traumatic stress disorder (PTSD). As of 2016, there are over 336,000 veterans in Massachusetts, making up 6.7% of the population. Of this demographic, more than half are veterans age 65 and over. According to research, 20 to 30% of veterans have had PTSD.<sup>5</sup> About half of those veterans who fit the criteria for PTSD have not sought treatment, and even when individuals receive care, too few receive quality care.<sup>6</sup>

Many patients, especially veterans, are now looking to the medicinal use of marijuana as an option to alleviate their symptoms. As the marijuana industry transitions from an underground, unregulated market into a regulated, legal market, few state-approved operators are able to meet the challenges set forth. These challenges include stringent state compliance, adequate funding, land acquisition, buffer zones and zoning approval, and industry knowledge and experience. As Massachusetts’ adult-use program began in 2018, adult consumers now also demand high quality and reasonably priced marijuana products.

### **Massachusetts Medical and Adult-Use Marijuana Laws Overview**

In 2012, Massachusetts voters passed Question 3, “An Initiative Petition for the Humanitarian Medical Use of Marijuana,” which legalized the medical use of marijuana for the treatment of debilitating medical conditions. The new law tasked the Department of Public Health (CCC) with developing a regulatory system for commercial marijuana activities in the state. The Medical Use of Marijuana Program administered by the CCC registers qualifying patients,

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<sup>3</sup> Amanda Reiman, Mark Welty, and Perry Solomon. *Cannabis and Cannabinoid Research*. June 2017, 2(1): 160-166. <https://doi.org/10.1089/can.2017.0012>.

<sup>4</sup> “The Massachusetts Opioid Epidemic.” *Massachusetts Department of Public Health*. 2018. <http://www.mass.gov/chapter55/>.

<sup>5</sup> “How Common is PTSD?” *National Center for PTSD. U.S. Department of Veterans Affairs*. 3 October 2016. <https://www.ptsd.va.gov/public/PTSD-overview/basics/how-common-is-ptsd.asp>.

<sup>6</sup> Terri Tanielian and Lisa H. Jaycox. “Invisible Wounds of War.” *RAND Center for Military Health Policy Research*. 2008. [https://www.rand.org/content/dam/rand/pubs/monographs/2008/RAND\\_MG720.pdf](https://www.rand.org/content/dam/rand/pubs/monographs/2008/RAND_MG720.pdf)

personal caregivers, Registered Marijuana Dispensaries (RMD), and RMD agents.

Massachusetts RMDs are authorized by the CCC to operate as vertically-integrated facilities that cultivate, manufacture, and sell medical marijuana products such as edibles, oils, tinctures, and ointments. All cultivation, processing, and distribution can only be done by RMDs. Currently, there are only 46 RMDs in operation and over 200 applicants with PCR's. Of the 200 applicants, only around 50 are expected to actually build out facilities in the near term. This provides tremendous advantage to licensed operators as compared to other states where hundreds and even thousands of facilities are allowed to operate.

In 2016, Massachusetts voters passed Question 4, the Massachusetts Marijuana Legalization Initiative, legalizing possession and use of marijuana by adults over the age of 21. In June and July 2017, the Massachusetts State House and Senate worked together to create a bill which amends the law, known as "An Act to Ensure Safe Access to Marijuana."

The new bill outlines many new aspects of adult-use regulations and requirements, including the ability of cities and towns to control or ban the development of marijuana establishments in their municipalities. The bill sets new tax rates on adult use marijuana sales, raising the rate to 10.75% to support the costs of regulating the industry and to fund initiatives in public health, public safety, police training, restorative justice, and workforce development. The bill also established the Cannabis Control Commission (CCC) to regulate both the adult use and medical marijuana industries, including setting potency limits for edible marijuana products and adopting packaging requirements.

In December of 2017, the CCC issued draft regulations for the Adult Use of Marijuana market alongside an updated version of the regulations for Medical Use of Marijuana Program by the CCC. The draft regulations attempt to honor the will of the voters of Massachusetts by safely, equitably, and effectively implementing and administering the laws enabling access to adult use marijuana in the Commonwealth, with the goal of making Massachusetts a model for the nation in this emerging industry.

The draft regulations detail incentives, programs, and resources to promote social equity and support for communities which have been disproportionately impacted by the enforcement of pre-legalization marijuana laws. Additionally, they describe the process of product approval and the requirements for labeling, packaging, advertising, and serving sizes, and the enforcement of regulations, security, and municipal protections. The Commission promulgated the final regulations in March 2018, allowing for the first license applications to be available at the beginning of April of that year.

### 3. Solution

Reya Ventures and Green Meadows have the shared goal of bringing health and happiness to people's lives.

It is the objective and mission of Green Meadows to provide the Commonwealth of Massachusetts with high quality marijuana and to develop and operate a state-of-the-art cultivation, processing, and manufacturing facility and dispensary facilities to ensure high quality and consistent supply at competitive prices. Green Meadows' business plan incorporates best practices across all involved industries, and is prepared to meet and exceed state regulations for compliance, operations, safety, and security.

Green Meadows operations will be best-of-breed with:

- An experienced and successful marijuana industry team
- Efficient and effective cultivation practices based on organic agricultural practices
- Industry-leading, organic, integrated pest management (IPM) strategies
- Fully-automated water, lighting, CO<sub>2</sub>, and nutrient controls
- Advanced systems that assess and respond to plant deficiencies automatically
- Safe, state-of-the-art processing and manufacturing techniques
- Compliant product packaging and marketing
- Secure point of sale (POS) procedures
- Superior, effective, and compliant security and surveillance system installation, employee training, and implementation
- Industry-leading employee vetting, selection, and training
- Compliant medical marijuana and cultivation product storage and security
- METRC seed-to-sale inventory control system integrated with an enterprise resource planning (ERP) system for recordkeeping to ensure full accountability
- Detailed and successful diversion prevention plans and SOPs

Green Meadows has the following attributes and compelling ingredients to help it succeed:

1. **Foresight:** Green Meadows will design a medical marijuana business operating model that is future-compliant with all state and local regulations as they come online, including an open mind to adult-use regulations and opportunities.
2. **Diversity and Social Equity:** Massachusetts regulations detail a social equity program within the adult-use marijuana industry licensing process that will be used to help offset decades of disastrous drug policies that have impacted minority communities.<sup>7</sup> Green

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<sup>7</sup> Boston Herald (2017). *Marijuana Regulators Key on Boosting Poor*.  
[http://www.bostonherald.com/business/business\\_markets/2017/12/marijuana\\_regulators\\_key\\_on\\_boosting\\_poor](http://www.bostonherald.com/business/business_markets/2017/12/marijuana_regulators_key_on_boosting_poor)

Meadows will keep these inequalities in mind while building its businesses and staffing its operations, as well as the employment opportunity the veteran community offers.

3. **Local Knowledge:** Green Meadows Farm has been growing organic produce in Hamilton and Topsfield for the past thirty-five years and is familiar with Massachusetts business regulations.
4. **Systems Automation:** Use of industry-standard inventory control system METRC and diversion monitoring as well as supervisory control and data acquisition will greatly reduce labor costs and needs, eliminating energy waste and streamlining operations such as plant nutrient distribution and climate control. In addition, a cutting-edge security and surveillance system will monitor all business aspects on a 24-hour basis.
5. **Advanced Nutrient Systems:** Use of best practices and organic fertilizers and supplements to generate maximum plant yields of high-quality product that simultaneously puts people, planet, and profit first.
6. **State-of-the-art Cultivation, Processing, Manufacturing, and RMD Facilities:** The Green Meadows cultivation / processing facility and dispensaries will have the lowest energy costs with extremely high-quality product yields; Green Meadows will operate with adherence to all state and local regulations.
7. **Environmental Management:** Green Meadows will implement industry and non-industry gold standards for marijuana and agricultural control over contamination, pest, and pathogen prevention via a positive pressure environment, sensory detection and elimination systems, and advanced air filtration monitoring and contamination prevention systems.
8. **Environmental Impact:** Green Meadows will minimize environmental impact by choosing sustainable and local materials and encouraging employees to follow sustainable practices throughout the facility. All employees will be encouraged to help in our quest to reduce unnecessary utilization of non-recyclable materials and reduce our carbon footprint.

Working strategically and in tandem with Green Meadows' operations, it is the vision of Reya Ventures to build unparalleled intellectual capital in the field of genetics and nutraceuticals. Reya Ventures will be a market leader in intellectual property development, proprietary genetics, and the construct of a centralized database of patient / consumer usage and transactional data.

## 4. Corporate Model

### Vertical Integration

Vertical integration describes a business strategy in which a company controls its own supply chain, and provides a decisive financial benefit by functionally stacking each step of revenue-

generating operations together. This business design is required in the Massachusetts medical marijuana industry, and will allow Green Meadows to fully establish its cultivation, processing, and dispensary facilities together. Having complete product control from seed-to-sale will maximize profitability and quality control.

### **Two-tiered Company Structure**

Green Meadows will operate a two-tier organizational structure designed to optimize earnings and minimize tax liability. This two-tier model is essential to compliance with IRS section 280E. Section 280E prevents marijuana producers, processors, and retailers from deducting standard expenses from their incomes, except for those expenses considered a Cost of Goods Sold (COGS). As cultivation facilities spend a significant portion of operating costs on expenses, this operating model is essential for financial optimization and long-term competitiveness.

The first part of the two-tier organizational structure is the formation of a management holdings company. Green Meadows will form a management company, Reya Ventures. Reya Ventures' vision is to bring health and happiness to peoples' lives; it will build a network of vertically-integrated cultivation, extraction / processing, and retail facilities which will consistently produce the highest quality, efficacious medicinal and adult-use marijuana and associated products.

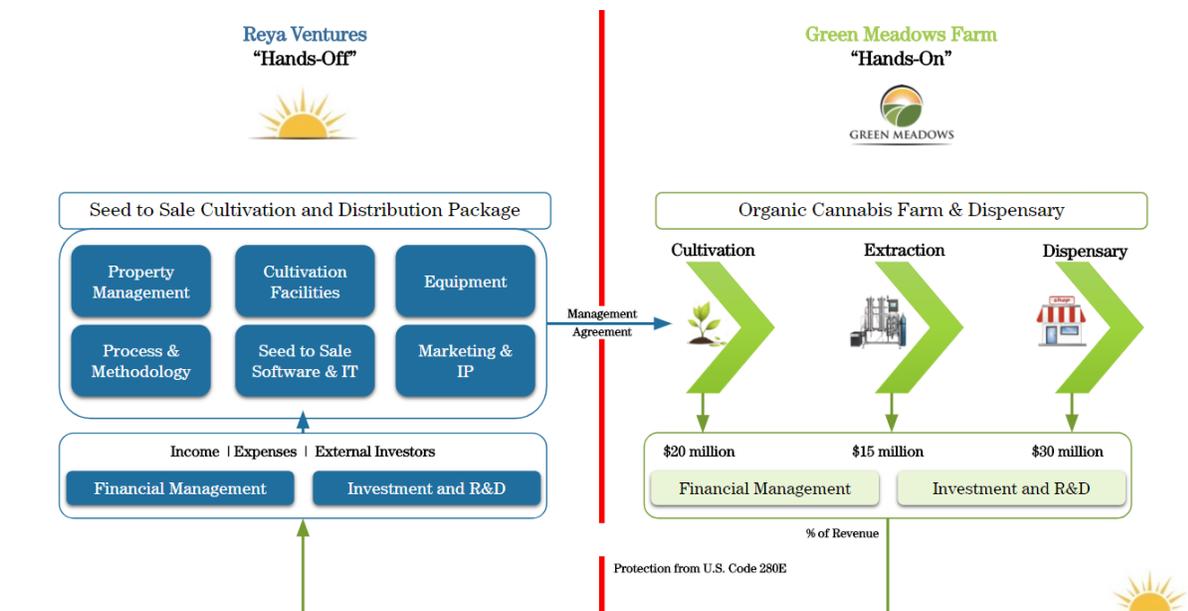
Reya Ventures will hold the land, facilities, equipment, and intellectual property. In addition, Reya Ventures will act as the property owner, leasing space to the Green Meadows operating company and RMDs. The management company will maintain an arm's-length relationship to the operating company in order to stay compliant with IRC 280E. Reya Ventures has no interaction with actual marijuana whatsoever; this includes staff, policies and procedures, or other business aspects. Reya Ventures will act as a property management company at all times, which will limit investor exposure, minimize tax risk, and maintain total control over all fixed tangible assets. The management company may choose to purchase equipment used in the operating company and lease the equipment to the operating company. Furthermore, Reya Ventures will work with contracted construction firms to ensure that the business complex is built to the highest degree of local, state, and federal specifications and codes. The management company will own all buildings, land, fixtures, and equipment, and will work with local government and regulatory agencies in Massachusetts to ensure building, facility, and land compliance.

The second part of the two-tier organizational structure is the Green Meadows operating company. Green Meadows, LLC will be a corporation designed to operate the cultivation, processing, manufacturing, and dispensary facilities on a day-to-day basis. Green Meadows will optimize the business and medical marijuana production while also driving output, and will ensure that the entire operation remains compliant and is aligned with local government expectations and ordinances. (Please note that much of this summary is written about Green

Meadows since it will provide all cultivation, processing, manufacturing, and dispensary services and staffing.)

This two-tiered approach is based on planned unit development strategy in real estate development and operations or the triple net model, both of which allow for more management oversight and less risk for companies. The operational model designed by the Green Meadows team encompasses a vertically-integrated layout of the components necessary to operate under Massachusetts’ marijuana cultivation laws.

Green Meadows will lease space from Reya Ventures via long-term contracts. The operating company will be responsible for cultivating and harvesting medical marijuana and raw plant material (RPM). Each corporation will maintain separate insurance policies and liability protection, and both will be run independently with separate accounting, financials, and operating procedures and staff. Lastly, both the management and operating companies may independently raise capital to fund operations and capital expenditures.



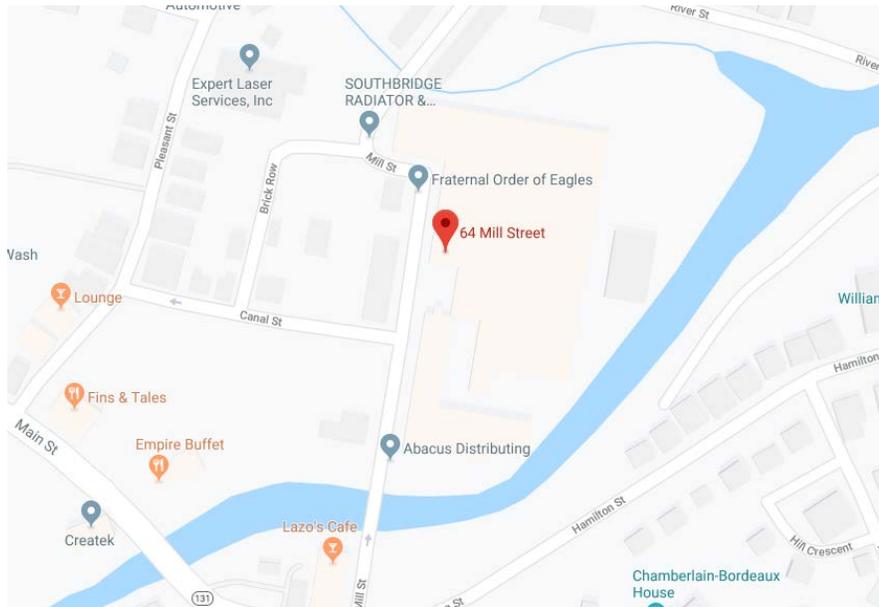
Longer-term, Reya Ventures expects to aggressively pursue expansion opportunities via both the developing adult-use marketplace in Massachusetts and the overwhelming national trend toward marijuana legalization. A ‘franchise’, or business network, model will be used to roll out other fully vertically integrated cannabis businesses. Connecticut, New York, and New Jersey represent fertile ground for such expansion. Consumer, transactional, genetics, and research and development data will be housed and centralized within Reya Ventures. Similarly, intellectual property will be protected and centralized within Reya Ventures. This approach accelerates growth in a state-driven model and establishes positioning for Reya Ventures to be a national leader once federal legislation changes.

## The Advisory Team

Green Meadows advisory team includes 3C Consulting, LLC, a leading marijuana industry consulting group that has won numerous licenses across the nation and the world; Vicente Sederberg, marijuana industry legal experts; Beacon Strategies Group, a full-service public affairs and political consulting firm; Cohn Reznick, a leading accounting firm; and Tremont Services Group, a group of Massachusetts lobbyists with deep experience and local connections.

## 5. The Project

The cultivation, processing, and manufacturing facility will be located in Southbridge, Massachusetts. Dispensaries will be located in Southbridge and Chicopee, MA, acquired, zoned, and licensed by Reya Ventures.



### Cultivation

Green Meadows will build a four-season hybrid-greenhouse for cultivation which allows for a higher quality production output and a lower cost of production from raw plant material (RPM), while reducing the risk of product adulteration or diversion.

Green Meadows will cultivate the highest quality marijuana flower to harvest, then process the flower at peak potency within 15 minutes of harvest to create distinctive, excellent marijuana products. Many industry competitors harvest raw plant material and dry marijuana plants over three to 14 days, only then processing the RPM, which can result in lower-quality product. To

preserve freshness and efficacy, Green Meadows marijuana products will be processed, packaged, and sent to market as quickly as possible. The team's expert knowledge regarding optimal harvesting, curing, drying, and packing timeframes is a differentiating factor when it comes to our competition.

Green Meadows will further increase the merit of its products by using specific cultivars to produce considerable amounts of cannabinoids and terpenes in line with Massachusetts' qualifying medical marijuana conditions. Green Meadows will produce large volumes of RPM at a low production cost using time-tested agriculture, floriculture, and horticulture best practices to guarantee a consistent supply of effective, efficiently-cultivated medical marijuana.

Biochemical consistency is the key to superb medical marijuana and marijuana products, as medicine should be consistent and produce the same effects with each batch. Green Meadows will use strict quality control and quality assurance procedures, closely following FDA and USDA formulation science guidelines for medical marijuana products. Green Meadows will operate as close to organic as possible, keeping in mind that the term "organic" cannot yet be applied to marijuana in the United States. Materials that Green Meadows will utilize in cultivation will all be certified organic, including soil, nutrients, biopesticides, and environmentally safe cleaning materials.

## **Processing and Manufacturing**

Green Meadows will process, extract, formulate, and manufacture medical marijuana products exclusively from the marijuana grown by the cultivation facility onsite. This arrangement will ensure a substantial and reliable flow of raw plant material (RPM) for manufacturing purposes. Additionally, this arrangement will keep production and transportation costs down while keeping cultivation and manufacturing revenue in-house. Green Meadows will operate in a safer and more sustainable manner than its competitors by utilizing an extraction method such as supercritical CO<sub>2</sub> extraction, a proven, efficient, and nonvolatile method capable of producing high-quality marijuana extract without endangering Green Meadows facilities, employees, or patients.

As a simplified example: wholesale average price for one gram of marijuana concentrates is \$40, with a production cost of \$3 per gram. This nets a profit margin of \$37 per gram. If a gram of marijuana concentrate tests at 50% THC content, that means there are 500 milligrams of active THC in a gram of concentrate. If Green Meadows uses that concentrate to make marijuana infused products at 10 milligrams of THC per serving, the company can effectively produce 50 servings of the infused product from only one gram of marijuana concentrate. Consider that the average profit margin on an infused product, such as an edible, is roughly \$8. When that average margin is multiplied by 50 units, the manufacturer has generated \$400 of profit from that same gram of concentrate.

## **Dispensaries**

Green Meadows retail locations are being vetted for population density, available disposable income, and ease of customer access as well as distance from schools, churches, hospitals, and competing marijuana retail businesses. The following considerations are being taken into account during the development of Green Meadows retail facilities:

- **Design:** The interior and exterior design of Green Meadows retail facilities will ensure repeat business. The design of the stores will be carefully planned to welcome guests and make them feel safe and attended to. Green Meadows will utilize open space and modern designs to achieve a cutting edge feel that favors clean, sleek, and simple elements. Product placement within the dispensary will include clear labelling of products, well-lit displays, and efficient customer flow. All retail locations will be designed with a distinct look and feel to ensure consistent branding across geographic spread.
- **Parking:** Accessible, quality, ample, onsite parking is important. Traffic will flow easily in and out with a separately designated entry and exit. Plans for overflow parking, security, and well-lit nighttime parking are strong considerations.
- **Patron Access:** Located in close proximity to highways and freeways and are easily accessible by public transportation.

- **Value:** Unparalleled customer service will encourage positive impressions of Green Meadows while ensuring repeat customers and recommendations to future patrons. Fast, friendly, and knowledgeable assistance will provide customer service and product education. Retail staff will reach patrons on a personal level with sincere concern and emotion.
- **Expertise:** Green Meadows will employ customer service agents who care about great customer service and are passionate about marijuana and marijuana products. Green Meadows will train staff using successful sales strategies as well as clear and informative communication practices.
- **Security:** Video surveillance, motion detection, and security personnel provide essential tools to ensure patron, staff, and dispensary safety. Security systems can be accessed remotely for review of patron and staff interactions. Perimeter fencing, good lighting, and onsite, trained security staff will protect facilities and create a safe, trusted, and comfortable environment.
- **Feedback:** Green Meadows will listen to patron feedback about products honestly and openly, and provide excellent product differentiation. Providing a way for patrons to express their concerns helps create a patron base that Green Meadows can rely on well into the future.

### **Compliance & Recordkeeping**

Green Meadows is extremely familiar with Massachusetts medical marijuana regulations and will continue to carefully monitor any changes that occur in those regulations. Compliance is a major part of operating a business in the medical marijuana industry and helps keep patients, employees, the facility, and the community safe. Green Meadows will exceed state and consumer expectations, elevating compliance as a top priority. Our team's efforts to protect valuable medical cannabis products include physical seed and plant security and safe storage of products. Our Enterprise Resource Planning (ERP) tool will act as a single point of reference system that will digitally collect daily operational information from the cultivating, manufacturing, and packaging processes by monitoring inventory continually. The ERP tool will also monitor and record all daily operational information, collecting this information for later retrieval.

Accurate record keeping is critical to continued and compliant success in the medical cannabis industry. Recordkeeping and documentation throughout the entire process minimizes risk and provides greater accountability for both Green Meadows management and industry regulatory agencies. Creating a traceable living history through technological tracking and written documentation will allow Green Meadows to locate and isolate potential contamination issues, cultivation problems, diversionary acts, or security issues. Additionally, tracking measures required under Massachusetts regulations are a common point of infraction for many businesses and are critical to remaining in good standing with local and state regulators. Green Meadows

will use METRC, or a product very similar, as its inventory control system as required by the state of Massachusetts, integrated with our POS and ERP.

## **Security**

Green Meadows recognizes the security concerns that surround a medical marijuana cultivation facility. The company has developed a plan to minimize any concerns. The security plan is intended to comply fully with all requirements of Massachusetts law, and all rules and regulations of the CCC. Green Meadows recognizes that state regulations are likely to be revised or updated as the industry further develops in Massachusetts, therefore, Green Meadows will continually monitor changes in the laws, rules, and regulations so as to be able to update this security plan and keep it current with all applicable requirements.

### **Primary Purposes of the Security Plan:**

1. Provide a safe environment for all employees, vendors, contractors and visitors.
2. Safeguard the entire facility, including limited and restricted access areas, storage, and handling of medical marijuana, seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana, medical marijuana products and cash.
3. Ensure comprehensive audit procedures for the entire operation in connection with the handling of medical marijuana, seeds, immature medical marijuana plants, medical marijuana plants, medical marijuana, medical marijuana products and cash.

In order to protect the premises, visitors, vendors, contractors and employees, Green Meadows will operate in accordance with the CCC, state regulations, and with the following procedures:

- Permit access to the cultivation facility only by registered employees, vendors, contractors and visitors, emergency responders, CCC, and law enforcement
- Direct registered employees to pay close attention to the access points to the facility. Any door that is intended to serve as a barrier between the secured access areas of the cultivation facility must remain closed and locked at all times, except for the moment when an authorized individual is walking through it.
- The employees will only have access to the portions of the cultivation facility that relate to their function at work. For instance, an employee only working in the limited access area will not have access to the security area and vice versa.
- All registered employees will have training in accordance with the personnel policies and procedures of Green Meadows
- All registered employees and management will receive loss prevention and safety training and will have to attend and pass an online armed robbery awareness course, conducted by a licensed high-risk security consultant. All security training certifications received will be stored in employee's personnel file.
- Each registered employee must wear an employee identification badge at all times while at the cultivation facility.

### **Theft, Loss, or Diversion**

It is the responsibility of all registered employees that witness or suspect criminal activity to report this information immediately to management. In the event of a discrepancy between the weight of marijuana cultivated, stored, shipped, received, and/or accounted for, Green Meadows will immediately perform an internal audit to determine the source of the discrepancy by viewing the video, reviewing cultivation facility logs, and creating a missing inventory report. If it is determined that the discrepancy is due to theft or diversion, Green Meadows will provide notice to the CCC. Green Meadows will cooperate with any law enforcement investigations or directives and will cordon off any area of the facility that is critical to the investigation and preserve the area until investigators arrive. Green Meadows may also bring in licensed security consultants to assist with the investigation.

### **Employee Safety**

As stated, all operations will adhere to Occupational Safety and Health Administration (OSHA) laws and state mandated safety regulations. All operations have implemented safety protocols and all employees must go through continuous safety training. In order to make compliance a part of every working day, there are checklists that will be used. The facilities' safety initiatives require:

- Emergency action response as necessary
- Employee accident reporting and investigation policies
- Fire prevention
- Hazard and emergency communication policies
- Materials handling, spill and disposal policies
- Job hazard analysis
- Protection equipment policies, including respiratory protection
- Location of all fire extinguishers, fire alarm systems, emergency lighting systems, and emergency eye washing sinks
- Threats, hazards, and protective actions
- Notification, warning, and communications procedures
- Emergency response procedures
- Evacuation, shelter, and accountability procedures
- Location and use of common emergency equipment
- Emergency shutdown procedures

## **6. Roadmap**

### **Estimated timeline for the planning, applying, building, and operational start-up**

#### **Stage 1: Application Process**

Green Meadows has begun the application process for state licensing for its facilities, engaging the help of 3C Consulting, LLC (3C) and Vicente Sederberg LLP (VS). During this process, the management team will be fully engaged with 3C and VS as they navigate the new Massachusetts medical marijuana business laws. The team has obtained the necessary information and documents for submittal to the state of Massachusetts. Facility buildout will begin immediately when local approvals are issued and licenses granted to ensure the fastest possible operations start date.

#### **Stage 2 Buildout Process**

Following license acquisition, the facility buildout will begin with pre-selected contractors and construction partners culled from the local community after careful consideration. Cultivation will begin once the facility is fully constructed and approved by inspection.

Green Meadows' marijuana operation will incorporate the best of indoor and sunlit cultivation strategies, a key component to the business' success, as most cultivators only cycle plants through a limited indoor facility. As a metric, indoor cultivation generally creates the most cost in production, typically in the realm of \$983 per pound of marijuana. Comparatively, greenhouse production can be achieved at a cost of \$200 per pound of marijuana cultivated. As noted, the vast majority of legal cultivators grow marijuana indoors, though this is primarily due to a lack of agricultural knowledge and initial regulatory requirements in their respective states—which commonly mandate marijuana production be out of sight of the general public. With the current situation in Massachusetts, regulations are still being determined on a local, county, and municipal level, and these new regulations will dictate the different operational modes allowed.

The cultivation site will include processing, administration, production, and storage facilities. Each area will be designed with flow dynamics, to honor the biological reality of a large-scale agricultural operation. The following outlines a general timetable for our venture, from inception to initial sales.

## 7. Marketing Plan

Green Meadows' name and organic brand has long been established in communities throughout the North Shore and Massachusetts. The Pattons' dedication to these communities will help drive brand recognition. In addition, Green Meadows will deploy cost-effective marketing programs and establish direct sales goals to ensure brand creation and high returns on investment—just as they have done for decades with Green Meadows Farm organic produce. Green Meadows' brand will focus on benefitting Massachusetts and its medical marijuana patients and will emphasize Patton family philanthropy. Through visual, written, Internet and social media based campaigns, Green Meadows will establish a strong brand and easy identification within Massachusetts.

Green Meadows will immediately and continually boost its market penetration by using traditional and more innovative strategies as outlined below:

- **First Impression** - Green Meadows will be establishing itself as a premium brand from the start with attention to detail in consumable medicinal products. Green Meadows will define its products as the medical marijuana industry standard.
- **Packaging** - All marijuana packages will be sealed safely to promote freshness and preservation, ensuring that the high-quality medicine produced by our facility will not be compromised by its storage or transportation. These packages will be child-safe and protected from oxygen, light, pests, and other environmental risk. All labels will meet CCC regulations concerning content.
- **Branding** - To create a recognizable brand, Green Meadows will capitalize on its community-oriented business practices as well as its recognizable name which communicates health, sustainability, consumer safety, integrity, quality, and responsibility.
- **Sales Promotions** - Green Meadows will use direct in-store marketing efforts to promote what makes the brand and its product outstanding and unique. Green Meadows will deploy promotional teams directly with dispensaries to increase brand recognition and help inform consumers. Additionally, the marketing team will create digital and print literature including pamphlets, flyers, etc., subject to restrictions of state law.
- **Advertising** - Green Meadows will utilize leading industry sources to help with advertising efficiency and effectiveness, including *Marijuana Business Daily*, *The Boston Globe*, and other Massachusetts-specific publications, groups, and lobbyists.
- **Social Media** - Effective use of Facebook, Twitter, Instagram, Snapchat, YouTube, LinkedIn, and Google will provide solid digital platforms to leverage in the future.
- **Public Relations** - Newsworthy press releases will be distributed statewide to promote our brand. Utilization of PR verticals that have successfully garnered state, national, and international media for a variety of businesses in the past, Green Meadows will be able to penetrate widespread consumer demographics with its message.
- **Event promotion** - Green Meadows will utilize strategic event partners with proven track records to further drive exposure and will attend industry-specific events that allow the brand to create further association with the patrons of the industry.
- **Host Agreements** - Green Meadows will enter into Host Agreements with our host towns and will dedicate a percentage of our gross revenue to general funds and targeted community needs, such as substance addiction treatment centers. Green Meadows takes pride in giving back to the local communities where we live and serve.

- **Charity** - Green Meadows intends to support local and statewide charities with a particular emphasis on and veterans' organizations. With strong familial ties to the military and a long, rich history of supporting veterans, Green Meadows and the Patton Family plan to donate a percentage of net revenue to veterans organizations

## 8. Competition

Difficulties facing direct competitors coming to the Massachusetts medical marijuana market include finding a location in a city or town that gives access to a substantial amount of quality land, water rights, sewage rights, tax incentives, permits, and licensing. Green Meadows is already positioned in these areas. Many already-established Registered Marijuana Dispensaries are making headlines with their inability to follow state regulations and remain compliant.<sup>8</sup> Only the most optimized facilities will be able to thrive in the volatile and highly competitive medical marijuana market. The ability of Green Meadows to maintain a high level of consistency, output, and compliance for long-term participation in the Massachusetts adult-use marijuana marketplace will also outshine its competitors.

Other competitive differentiators setting Green Meadows up for success include:

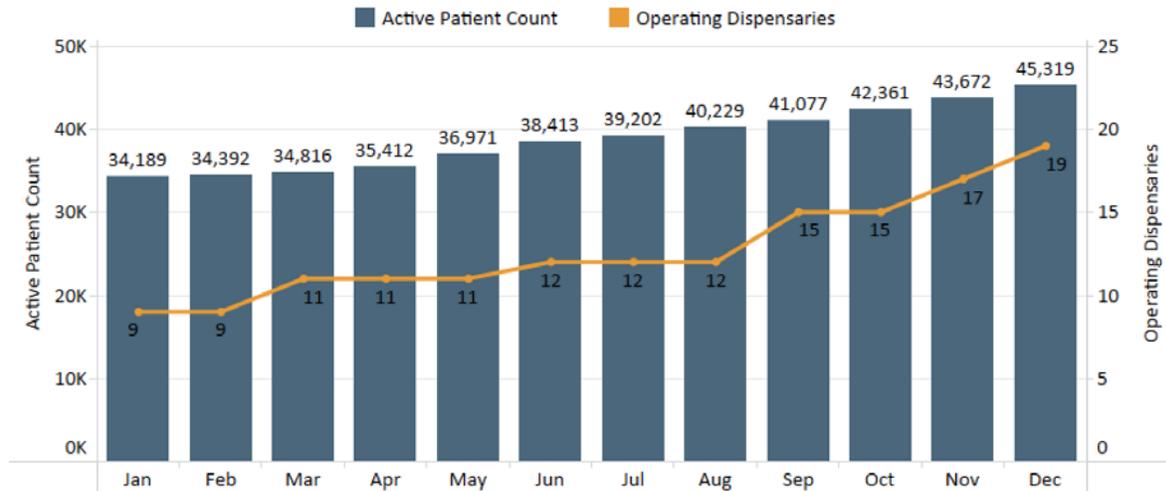
- Investment in one of the only direct sun greenhouses in New England
- Over three decades of the management team's family operating an organic produce farm
- Compiling an operational management team with:
  - 15 years of cannabis cultivation and extraction experience
  - 30 years of organic farming
  - 20 years of real estate investment background
  - 20 years of experience launching start-ups (IPO, acquisitions)
  - 20 years of marketing and experiential branding
  - 20 years of back-end technology management
- Patton Family - leveraging a unique and universally-recognized brand name

## 9. Market Size

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<sup>8</sup> Shire Schoenberg. "From gummy bears to open doors, inspections identify problems at Massachusetts medical marijuana dispensaries." *MassLive*. 19 January 2018.  
[http://www.masslive.com/politics/index.ssf/2018/01/from\\_gummy\\_bears\\_to\\_open\\_doors.html](http://www.masslive.com/politics/index.ssf/2018/01/from_gummy_bears_to_open_doors.html)

### Massachusetts Medical Marijuana Program in 2017: Number of MMJ Patients & Operating Dispensaries



Source: Massachusetts Executive Office of Health and Human Services  
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As of February 15, 2019, the state of Massachusetts included:

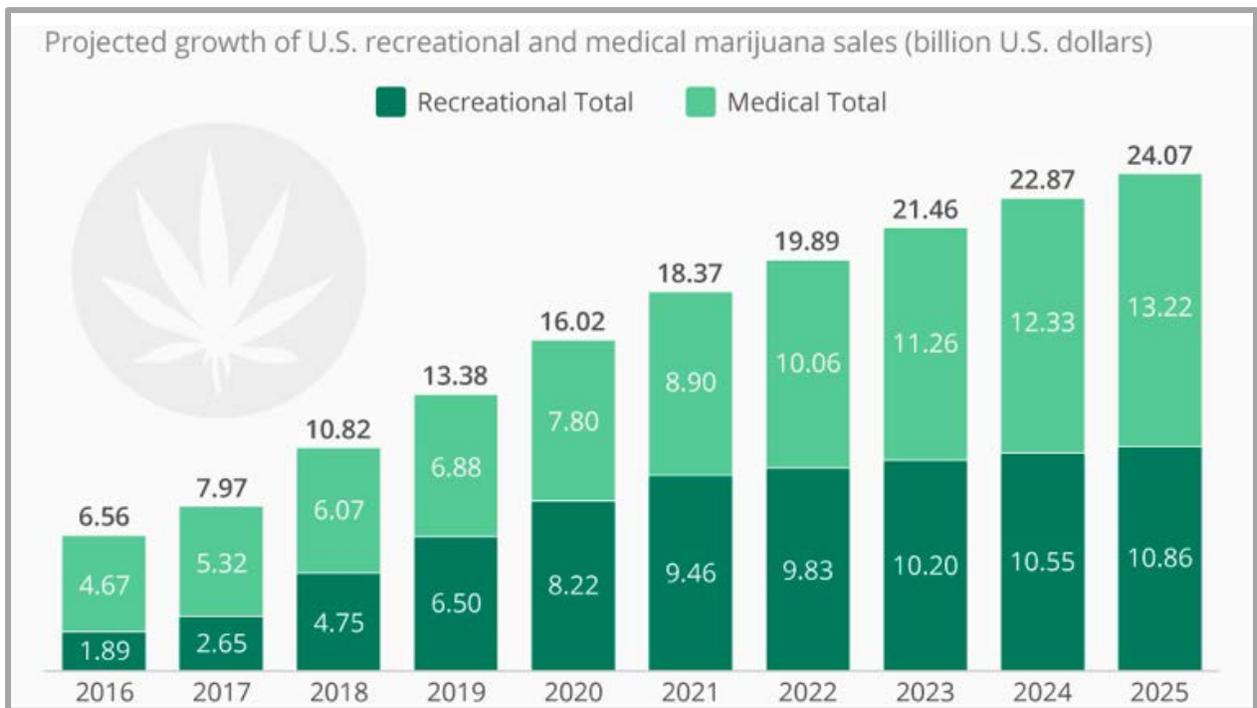
- 46 open Registered Marijuana Dispensaries (RMDs)
- 56,216 active physician certifications for medical marijuana patients
- 58,288 active medical marijuana patients
- 6,087 active medical marijuana caregivers
- 289 Medical Use of Marijuana Program (MUMP) registered physicians

Massachusetts has a population of almost 7 million people (2016). Over 20 million tourists (2014) visit the Commonwealth every year. With adult-use sales coming online in July 2018, Massachusetts is one of the only states in the eastern U.S. with legal adult-use marijuana sales. According to New Frontier Data, Massachusetts adult-use sales are projected to reach \$1.2 billion dollars by 2021.

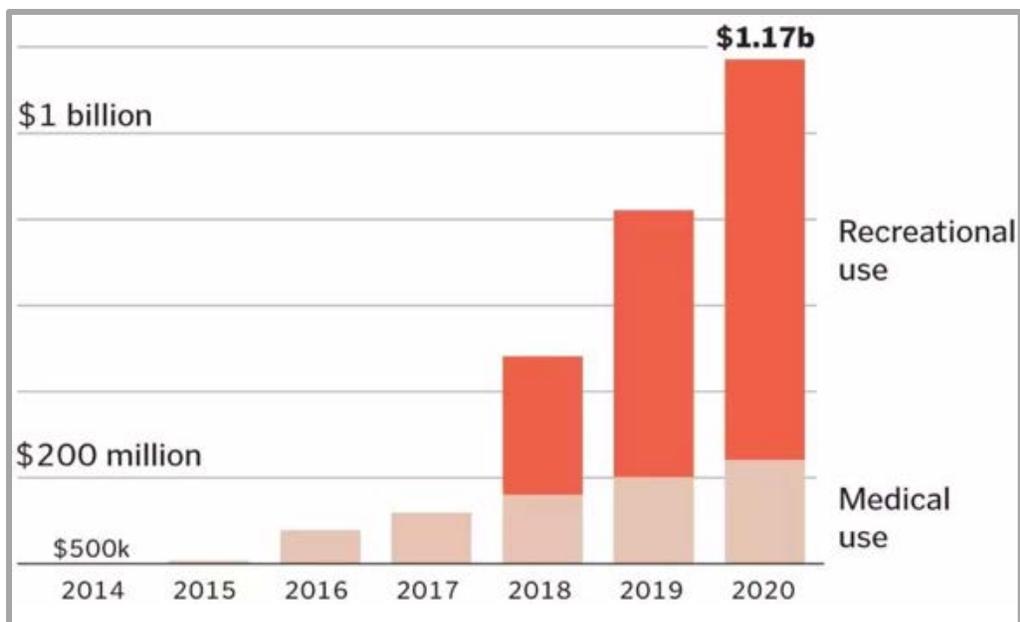
*Marijuana Business Daily* estimated that retail sales of medical marijuana and adult-use marijuana hit between \$3.5 billion and \$4.3 billion in 2016, which amounts to year-over-year growth of 17% to 26%.<sup>9</sup> Total annual retail sales of medical and adult-use marijuana could reach \$11 billion in 2020, posting double-digit growth each year along the way. Retail revenue is predicted to soar as high as \$7.8 billion in 2018 and \$9.6 billion in 2019. Overall, retail marijuana sales could quadruple from 2015 to 2020. It is estimated that marijuana is the United States' highest grossing cash crop at \$35 billion; Green Meadows is positioned to be a part of this exciting, rapidly expanding market through providing high quality medical marijuana to patients, and adult-use to consumers in the near future.

<sup>9</sup> "Chart of the Week: U.S. Marijuana Industry's Economic Impact Could Hit \$44B by 2020." *Marijuana Business Daily*. 14 March 2016. <https://mjbizdaily.com/exclusive-u-s-marijuana-industrys-economic-impact-hit-44b-2020/>

In total, across wholesale and retail marijuana sales in the U.S., The Cannabis Industry projects:



And in just Massachusetts, ArcView Market Research and New Frontier projects:



**Massachusetts Projected Cannabis Sales**

*Source: ArcView Market Research and New Frontier*

## 10. Current Status

Green Meadows is comprehensively preparing its applications for the state of Massachusetts, has moved through many phases successfully already, and has also developed the financial infrastructure, operational infrastructure, and complete project design while assembling a team of proven executives and operators to launch the project. Green Meadows has secured excellent relationships with the leaders in the cannabis space regarding legal expertise, consulting, accounting, facility design and government relations. Green Meadows' proactive preparation, business model, management and operational team, partnerships, execution, and vision will set it apart from its competitors.

## 11. Financial Projections

The financial modeling attached at the end of this Executive Summary in the appendices reflects Green Meadows' business plan for a cultivation, processing, manufacturing, and retail dispensary facility and other dispensary facilities. These facilities require a total \$10M investment for completion of property purchases, facility development, additional licensing, and initial working capital. Financial models include planned capital expenditures and operational costs for its vertically-integrated business for five years following licensure, with an additional contingency amount of 15% of this total to cover unforeseen costs or delays in establishment. The company estimates that this should be sufficient to achieve positive cash flow within the

first year of operation. Within 5 years, forecasts show annual gross revenue of \$91 million and net income of \$53 million.

## **12. Staffing**

### **Job Classifications**

Green Meadows will create a mentor staffing system in which each new employee is paired and shadows another experienced staff member during a trial employment phase, allowing the company to judge whether the employee will meet Green Meadows standards, and whether further training may be necessary. Green Meadows' employment needs will include:

- Cultivation Facility
  - Executive Vice President of Cultivation
  - Cultivation staff
  - Harvesting Manager
  - Harvesting staff
- Processing and Manufacturing Facility
  - Extraction Director and Engineer
  - Extraction staff
  - Kitchen Manager
  - Kitchen staff
  - Packaging staff
- Retail Dispensary
  - Dispensary Manager
  - Dispensary staff
- Administration
  - Compliance Manager
  - Community Outreach Manager
  - Marketing Manager
  - Sales Manager
  - Facility Security Guards
  - Facility Maintenance Manager
  - Facility Maintenance staff
  - Systems Administrator

### 13. Exit Strategies

Reya Ventures and Green Meadows exist to improve the quality of people’s lives. Accruing tremendous value via the intellectual property compiled along the way will establish a unique standing in an exploding industry. While the business isn’t being built for acquisition, it is noteworthy to observe the significant activity already taking place within this neophyte industry:

#### CANNABIS ACQUISITION EXAMPLES

Q1 2018 Aurora Cannabis buys CanniMed Therapeutics	\$852 million
Q1 2018 Aphria buys Nuvera	\$670 million
Q4 2017 Constellation Brands buys a 9.9% of Canopy Growth Corp.	\$191 million
Q1 2018 Aphria buys Broken Coast Cannabis	\$185 million
Q4 2016 Canopy Growth Corp. buys Mettrum Health	\$283 million

March 2018 Motley Fool

#### MOST VALUABLE PUBLIC CANNABIS COMPANIES

1. Canopy Growth Corp.	\$4.36 billion
2. Aurora Cannabis	\$3.47 billion
3. GW Pharmaceuticals	\$3.13 billion
4. Aphria	\$1.39 billion
5. MedReleaf	\$1.23 billion

April 2018 Motley Fool

#### PUBLIC CANNABIS COMPANY KEY METRICS

Median 52-week Return	85.5%
Median 52week Price/Gross Profit Multiple	5.9x
Median 52week Price/Earnings Multiple	60.8x

October 2017 Anne Holland Ventures



### 14. Summary

Reya Ventures and Green Meadows is well-positioned with the staff, partners, suppliers, and knowledgebase to fully execute this healthy revenue opportunity, as well as instant brand recognition. Green Meadows will build a state-of-the-art, high-output, environmentally-friendly, and community-supporting facility that will be consistently compliant and invigorate the local and state economies while supplying much-needed medical marijuana and products to patients who need it in the area. Green Meadows is determined and dedicated to becoming a model state medical marijuana facility for the Massachusetts industry with the ability to increase the size of operations as demand increases, or as the state’s adult-use program and licensing begins. In this proactive fashion, and in cooperation with experienced industry advisors and partners, Green Meadows will ensure the greatest likelihood of establishing and operating a highly profitable set of medical marijuana companies in Massachusetts, looking toward future participation in and scaling to the extremely lucrative adult-use market.



greenmeadows  
INTEGRITY QUALITY RESPONSIBILITY

# STANDARD OPERATING PROCEDURES AND PLANS

**MASSACHUSETTS CO-LOCATED MARIJUANA OPERATIONS**

LICENSE NUMBERS:  
MRN282316, MCN2822409, MPN281763, AND RMD 1626

64 Mill Street  
Southbridge, MA 01550

# **Green Meadows Farm Standard Operating Procedures and Plans Co-located Marijuana Operations**

Green Meadows Farm is licensed in both Adult Use and Medical Marijuana Operations. In compliance with 935 CMR 500.105(1) and 501.105(1), Green Meadows Farm will maintain one set of written standard operating procedures and will ensure that all operations comply with both medical-use and adult-use requirements. If any ambiguity exists, operations will comply with the most restrictive requirements applicable under either license.

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# 200.00 Recordkeeping Policy

## General Overview

Green Meadows Farm, LLC (“Green Meadows Farm”) has established policies regarding recordkeeping and record-retention to ensure the maintenance, safe keeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Green Meadows Farm documents. Records will be stored at Green Meadows Farm in the executive office / admin space in locked cabinets; this office will be locked when not occupied by Green Meadows Farm Executive staff. All electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9), and 935 CMR 501.105 (9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection. Green Meadows Farm records are only accessible to Executive staff as necessary as well as Commission staff.

## Recordkeeping

To ensure that Green Meadows Farm is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Green Meadows Farm’s quarter-end closing procedures. In addition, Green Meadows Farm’s operating procedures will be updated on an ongoing basis as needed.

## Corporate Records

Those records that require, at a minimum, annual reviews, updates, and renewals, include:

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

- Board of Directors Meetings
- Minutes from Board of Directors Meetings

### **Business Records**

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

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each Agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Green Meadows Farm;
- List of all executives of Green Meadows Farm, and members, if any, which must be made available upon request by any individual;
- Waste disposal records as required under 935 CMR 501.105(12) and;
- Following closure of Green Meadows Farm, all business records will be kept for at least two years at the expense of Green Meadows Farm in a form and location acceptable to the Commission.

### **Personnel Records**

At a minimum will include:

- Job descriptions for each Agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Green Meadows Farm Agent. Such records will be maintained for at least 12 months after termination of the Agent's affiliation with Green Meadows Farm and will include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2), 935 CMR 501.029, and 935 CMR 501.030;
  - A copy of the application submitted to the Commission on behalf of any prospective Medical Agents;
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - Documentation of periodic performance evaluations; and
  - A record of any disciplinary action taken.
  - Notice of completed Responsible Vendor Training and in-house training for Medical and Adult-use Agents.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures that will include at a minimum;
  - Code of ethics

- Whistle-blower policy and
- A policy which notifies persons with disabilities of their rights; and
- All background check reports obtained in accordance with 935 CMR 500.030, and 935 CMR501.030.

### **Handling and Testing of Marijuana Records**

Green Meadows Farm will maintain the results of all testing for a minimum of one (1) year. Green Meadows Farm plans on contracting with a subset of MCR Labs, CDX Labs, and / or Pro Verde Labs for Product testing services. Samples will be prepared by the Executive Vice President, Cannabis Production in coordination with the Director of Quality Assurance and packaged in a container clearly marked for testing. A record of previous test results as well as who prepared the sample will be maintained by the SVP, Compliance. A full inventory of samples pending pick-up and samples currently out for testing will be maintained by the Executive Vice President, Cannabis Production. All test results for products received at the retail facility will be maintained and will be easily accessible for Commission review. Test results for products pending wholesale transfer to the retail facility will be reviewed by the Senior Vice President, Retail Operations or Dispensary Manager and compared against the packaging and labeling information prior to accepting the shipment.

### **Inventory Records**

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the Agents who conducted the inventory. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

Green Meadows Farm will perform audits of available patient supplies for products on a weekly basis and retain those records for a period of 6 months. An inventory plan for Marijuana products reserved for patient supply will be submitted to the Commission on a biannual basis.

Green Meadows Farm will retain all records of purchases from any supplier of any ingredient, additive, device, component part or other materials provided to Green Meadows Farm about Marijuana Vaporizer devices sold at Green Meadows Farm. All records will be made available to the Commission upon request.

### **Seed-to-Sale Tracking Records**

Green Meadows Farm will use LeafLogix as a seed to sale and POS solution, in parallel with the state tracking system, Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all MIPs; and all damaged, defective, expired, or contaminated marijuana and MIPs awaiting disposal.

Green Meadows Farm's Point of Sale System, LeafLogix, will integrate with the Metrc system and update records in real time. Green Meadows Inventory staff will always confirm integration is working properly after any product movement is completed but logging into Metrc and verifying accuracy.

## **Cultivation Records**

Prior to commencing operations, Green Meadows Farm will disclose all growing media and plant nutrients intended to be used during the cultivation process. In all instances, Green Meadows Farm will disclose all growing media and plant nutrients being used upon request. Green Meadows Farm will maintain the media and plant nutrient records for the Commission's review.

Cultivation records specific to the amount of marijuana produced as well as the amount of marijuana sold will be maintained and reviewed, at minimum, on an annual basis in association with the license renewal application. The Executive Vice President, Cannabis Production will be responsible for these records.

## **Incident Reporting Records**

Within ten (10) calendar days, Green Meadows Farm will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Notification will occur but not be limited to, during the following occasions;

1. Discovery of inventory discrepancies;
2. Diversion, Theft, or loss of any Marijuana Product;
3. Any criminal action involving the facility or an Agent or occurring on or in the premises;
4. Any suspicious act involving the sale, cultivation, distribution, process, or production of marijuana;
5. Unauthorized destruction of marijuana;
6. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or Agents;
7. An alarm activation or other event that requires response by public safety personnel including, but not limited to, local law enforcement, municipal fire departments, public works or municipal sanitation departments, and municipal inspectional services department, or security personnel privately engaged by Green Meadows Farm;
8. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours;
9. A significant motor vehicle crash that occurs while transporting or delivering Finished Marijuana Products and would require the filing of a Motor Vehicle Crash Operator Report, provided that a motor vehicle crash that renders the licensee's vehicle inoperable will be reported immediately to state and local law enforcement so that Marijuana or Marijuana Products may be adequately secured, or;
10. Any other breach of security.

Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Green Meadows Farm for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

## **Visitor Records**

A visitor sign-in and sign-out record will be maintained at the secure check in area. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized Agent who will be escorting the visitor. The visitor log will be audited daily by Reception staff.

### **Waste Disposal Records**

Green Meadows Farm will maintain and store waste disposal records according to 935 CMR 500.105(12). When marijuana or marijuana products are disposed or handled, Green Meadows Farm will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Green Meadows Farm Agents present during the disposal or handling, with their signatures. Any and all outdated, damaged, deteriorated, mislabeled, or contaminated marijuana will be segregated from other marijuana and will be destroyed. Green Mountain Farm will document the disposition of the marijuana. Green Meadows Farm will keep disposal records for at least 3 years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

### **Security Records**

On an annual basis, Green Meadows Farm will obtain at its own expense a security system audit by a vendor approved by the Commission. The audit report will be submitted no later than 30 calendar days after the audit is completed. If the audit identifies concerns regarding our security system, Green Meadows Farm will submit a plan to mitigate those concerns within 10 business days of submitting our audit.

Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer. A current list of authorized Agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

In accordance with 935 CMR 500.110(1)(e), (1)(j), and (4)(e) and 935 CMR 501.110(1)(e), (1)(j), and (4)(e), Green Meadows Farm will obtain the signature of each Agent, prior to the issuance of their Agent badge(s) and secure key card, whereby the Agent confirms with their signature that they have received training on and will comply with limited access areas, electronic door access and key cards, properly entering and exiting the facility, and other protocols to ensure compliance and the security of the facility, cash, Marijuana, and Marijuana products.

### **Transportation Records**

In accordance with 935 CMR 500.105(13), Green Meadows Farm will maintain and store our transportation records, including but not limited to our shipping manifests for a minimum of one (1) year. All transportation records will be available to the Commission upon request.

### **Agent Training Records**

Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

### **Closure**

In the event Green Meadows Farm closes, all records will be kept for at least 2 years at Green Meadows Farm's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Green Meadows Farm will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

### **Written Operating Policies and Procedures**

Policies and Procedures related to Green Meadows Farm's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include but not be limited to the following:

- Security measures in compliance with 935 CMR 500.110, and 935 CMR 501.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000, and 935 CMR 501.104;
- Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11), 935 CMR 500.105(12), 935 CMR 501.105(11), and 935 CMR 501.105 (12). This policy and procedure will ensure that any outdated, damaged, deteriorated, mislabeled, or contaminated Marijuana is segregated from other marijuana and destroyed.
- Description of the various strains of Marijuana to be cultivated, Processed, or sold, as applicable, and the form(s) in which Marijuana will be sold;
- Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(h);
- Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9), and 935 CMR 501.105(8);
- Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory and procedures for integrating a secondary electronic seed-to-sale SOR;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160 and 935 CMR 501.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d), 935 CMR 501.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how Confidential Information and other records required to be maintained confidentially will be maintained;
- A policy for the immediate dismissal of any Green Meadows Farm Agent who has:
  1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
  2. Engaged in unsafe practices regarding operation of Green Meadows Farm, which shall be reported to the Commission; or
  3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any other Jurisdiction.
- A list of all board of directors, members and Executives of Green Meadows Farm, and Members, if any, of the Licensee must be made available on request by any individual.

- Policies and procedure for the handling of cash on Green Meadows Farm premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.
- Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;
- The standards and procedures by which Green Meadows Farm determines the price it charges for Marijuana, and a record of the prices charged, including policies and procedures for the provision of Marijuana to Registered Qualifying Patients with Verified Hardship without charge or at less than the market price, as required by 935 CMR 501.050(1)(h);
- Policies and procedures for energy efficiency and conservation that shall include:
  - Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, *et seq.*, including the general duty clause under which: Each employer (a) shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; (b) shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, *et seq.*, which are applicable to the employee's own actions and conduct.
- A description of Green Meadows Farm patient and consumer education activities.
- Policies and procedures for transportation between Medical Treatment Centers.
- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must comply with 935 CMR 500.105(15) and 935 CMR 500.120(11).
- Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.
- Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- Policies and procedures for ensuring fire safety in cultivation activities, including but not limited to the storage and processing of chemicals or fertilizers, in compliance with the standards set forth in 527 CMR 1.00: *The Massachusetts Comprehensive Fire Code*.

## **Record-Retention**

Green Meadows Farm will meet Commission recordkeeping requirements and retain a copy of all records for at least two (2) years, unless otherwise specified in the regulations.

## **Inventory and Transfer**

Green Meadows Farm will enter all products into LeafLogix and Metrc and accurately report the physical location of the Products within the same business day. Green Meadows Farm may transfer product to an MTC; and an MTC may transfer product to Green Meadows Farm provided there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3. Such transfers cannot violate provisions protecting patient supply under 935 CMR 502.140(9). To ensure transfers are compliant, prior to such transfer the Director of Quality Assurance will review inventory records and the proposed products for transfer. No Marijuana Product, including Marijuana, will be sold, or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. As referenced above, test results will be reviewed for products being received at the Marijuana Retailer and at the Product Manufacturer and/or Cultivation Facility prior to transfer.

In addition to providing written operating procedures according to 935 CMR 500.105(1), Green Meadows Farm will be compliant with 935 CMR 500.105(8) by providing methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories.

Real-time inventory will be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, at a minimum, an inventory of Marijuana plants; Marijuana plant-seeds and Clones in any phase of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal. It is the responsibility of the individual Department Managers to ensure Products are properly entered at each phase and continuously audited by the Compliance Team to ensure accuracy. Plant tags will be attached to all Marijuana, Clones, and plants and all Marijuana seeds, Clones, plants, and Marijuana Products will be tracked. Additionally, package tags will be attached to all Finished Marijuana and Marijuana Products. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

Green Meadows Farm has established inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of Marijuana Products in the process of cultivation, and finished, stored Marijuana as additionally detailed in other Green Meadows Farm operating procedures. Green Meadows Farm will conduct a monthly inventory of Marijuana in the process of cultivation and finished, stored Marijuana at minimum. At the retail facility inventory will be conducted monthly by the Senior Vice President, Retail Operations or Dispensary Manager. A comprehensive annual inventory will occur at least once every year after the date of the previous comprehensive inventory. In the event inventory is taken by use of an oral recording device it will be promptly recorded. The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

## **210.00 Maintenance of Financial Records Policy and Procedure**

Green Meadows Farm is committed to being compliant with all regulations outlined in 935 CMR500.000, and 935 CMR 501.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

### **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

### **Policy**

Green Meadows Farm’ financial records will be kept and maintained according to generally accepted accounting principles. The CFO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. The Financial Controller assists in the maintaining of these records. All Green Meadows Farm financial/business records will be available for inspection to the Commission upon request.

Green Meadows Farm will maintain all business records in manual and electronic (computerized) form. These records include, but are not limited to;

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 Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Green Meadows Farm will incorporate the following into our business operations;

1. Green Meadows Farm will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for its employees.
2. Green Meadows Farm will maintain a banking relationship in Massachusetts with Century Bank to provide banking services for our company.
3. Green Meadows Farm will use up to date financial software programs for all financial transactions.
4. Green Meadows Farm does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.

5. On an annual basis Green Meadows Farm will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Green Meadows Farm's finances (books).
6. Green Meadows Farm will maintain a relationship with AAFCPA, an industry-experienced tax and accounting firm for the filing of all required state and federal tax documents, or a similarly experienced professional.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Dispensary Manager.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly.
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the CEO and COO.

### **Access to the Commission**

Green Meadows Farm's electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.00 and 935 CMR 501.00 are subject to inspection.

### **Access to the Massachusetts Department of Revenue ("DOR")**

Green Meadows Farm's books, records, papers, and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Green Meadows Farm will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

### **Point of Sale (POS) Systems**

Green Meadows Farm will utilize Leaf Logix POS system, which complies with the requirements in G.L. c.62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of

Revenue (“DOR”) Directive 16-1 “*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*”.

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Green Meadows Farm will maintain the following records:
  - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
  - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - d. Memorandum accounts, records or lists concerning inventories, fixed assets, or prepaid items, except in cases where the accounting system clearly records such information; and
  - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
  
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sale transaction will include, but is not limited to the:
  - a. individual item(s) sold,
  - b. selling price,
  - c. tax due,
  - d. invoice number,
  - e. date of sale,
  - f. method of payment, and
  - g. POS terminal number and POS transaction number.
  
3. Green Meadows Farm will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - a. Internal sequential transaction numbers;
  - b. Records of all POS terminal activity; and
  - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
  - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
  - f. Any and all changes in the setup of the system.

### **Additional Types of Records**

The following records will be maintained and stored by Green Meadows Farm and available to the Commission upon request:

- a. Operating procedures as required by 935 CMR 500.105(1) and 935 CMR 501.105(1);

- i. Security measures in compliance with 935 CMR 500.110 and 935 CMR 501.110;
  - ii. Employee security policies, including personal safety and crime prevention techniques;
  - iii. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000 and 935 CMR 501.00.
  - iv. Storage of marijuana in compliance with 935 CMR 500.105(11) and 935 CMR 501.105(11);
  - v. Description of the various strains of marijuana to be cultivated, processed, or sold, as applicable, and the form(s) in which marijuana will be sold;
  - vi. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - vii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - viii. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - x. Alcohol, smoke, and drug-free workplace policies;
  - xi. A plan describing how confidential information will be maintained;
  - xii. A policy for the immediate dismissal of any marijuana establishment Agent who has:
    - 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
    - 2) Engaged in unsafe practices with regards to operation of the Marijuana Establishment, which shall be reported to the Commission; or
    - 3) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
  - xiii. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
  - xiv. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
  - xv. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- b. Operating procedures as required by 935 CMR 500.130(5)
- i. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana

- products from the market, as well as any action undertaken to promote public health and safety;
- iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products are segregated from other products and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(12);
  - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(13);
  - v. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must comply with 935 CMR 500.105(15); and
  - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- c. Inventory records as required by 935 CMR 500.105(8);
  - d. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
  - e. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
    - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
    - ii. A personnel record for each marijuana establishment Agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
      - 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2) and 935 CMR 500.030(2) ;
      - 2) Documentation of verification of references;
      - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
      - 4) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
      - 5) Documentation of periodic performance evaluations;
      - 6) A record of any disciplinary action taken; and
      - 7) Notice of completed responsible vendor and eight-hour related duty training.
    - iii. A staffing plan that will demonstrate accessible business hours.
    - iv. Personnel policies and procedures; and
    - v. All background check reports obtained in accordance with 935 CMR 500.030 and 935 CMR 501.030.
  - f. Business records, which shall include manual or computerized records of:
    - i. Assets and liabilities;
    - ii. Monetary transactions;
    - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - iv. Sales records including the quantity, form, and cost of marijuana products; and
    - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual

affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

- g. Waste disposal records as required under 935 CMR 500.105(12); and
- h. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- i. Responsible vendor training program compliance records.
- j. Vehicle registration, inspection, and insurance records. (If Applicable)

All records kept and maintained by Green Meadows Farm will be securely held. Access to these records will only be accessible to those Green Meadows Farm Agents who require access as a part of their job duties.

## **310.00 Policy for Restricting Access to Age 21 and Older**

Green Meadows Farm, LLC's ("Green Meadows Farm") operations will be compliant with all regulations outlined in 935 CMR 500.000, and 935 CMR 501.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. Green Meadows Farm's management team is responsible for ensuring that all persons who enter the premises or are otherwise associated with the operations of the facility are over the age of 21 and are Medical use of Marijuana patients and caregivers registered with the Commission.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our cultivation and product manufacturing facility is restricted to only persons who are 21 years of age or older and are Medical use of Marijuana patients and caregivers registered with the Commission.

For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by Green Meadows Farm for the transportation of Marijuana.

### **Cultivation and Product Manufacturing**

Our cultivation and product manufacturing facility allows only the following individuals access to our facility:

1. Green Meadows Farm Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of Green Meadows Farm Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. All Green Meadows Farm visitors (including outside vendors, consultants, and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to Green Meadows Security or a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access into the facility. After the age of the visitor has been verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment Agent that is authorized to enter into our Limited Access Areas. Visitors will be logged in and out of the premises via our visitor log and must return the Visitor Identification Badge upon exiting the premises. The visitor log will always be available for inspection by the Commission.

### **Retail Dispensary**

Our retail dispensary allows only the following individuals access to our facility:

#### **For our Adult-use Consumers:**

To verify an individual is 21 or older Green Meadows Farm Agents must receive and examine from the individual one of the following authorized government issued identification cards;

1. Massachusetts Issued driver's license
2. Massachusetts Issued ID card
3. Out-of-state driver's license or ID card (with photo)
4. Passport
5. U.S. Military I.D.

To verify the age of the individual the Agent will use an Age Verification ID Scanner that will be supplied by Green Meadows Farm.

In the event that the ID is not a scannable ID, is not operational, or if the ID is questionable, the Agent must use the FLAG methodology of ID verification:

#### F. Feel

- Have the customer remove the ID from their wallet or plastic holder.
- Feel for information cut-out or pasted on (especially near photo and birth date areas).
- Feel the texture – most driver's license should feel smooth, or (depending on the State) they will have an identifying texture.

#### L. Look

- Look for the State seals or water marks; these seals are highly visible without any special light.
- Look at the photograph and the individual. Ask the individual to kindly pull down their mask for proper identification. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't typically change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- Look at the height and weight. They should reasonably match the person.
- Look at the date of birth and do the math!
- Compare the age on the ID with the person's apparent age.
- Look at the expiration date. If the ID has expired, it is not acceptable.
- If needed, compare the ID to the book of Government Issued ID's

#### A. Ask

- Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond

with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.

- If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

#### G. Give Back

- If the ID looks genuine, give the ID back to the customer and allow entry.
  - a. If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

#### **For our Medical Patients and Caregivers:**

Upon entry into Green Meadow Farms by a registered qualifying patient or personal caregiver, a Green Meadows Farm Agent will immediately inspect the patient's or caregiver's temporary or annual registration card and proof of identification. The government issued identification card must contain a name, photograph, and date of birth, and will be limited to one of the following:

1. A driver's license;
2. A government-issued identification card
3. A military identification card; or
4. A passport.

Green Meadow Farms will only dispense to a Registered Qualifying Patient who has a current valid certification with the Commission or other jurisdictions that permit the medical use of marijuana or their Personal Caregiver. Pursuant to 935 CMR 501.010(8), a Certifying Healthcare Provider shall have defined the calendar day length of valid certification of a Qualifying Patient. Qualifying Patients under the age of 18 do not have to have a separate means of identification to enter an MTC. A Qualifying Patient under the age of 18 cannot enter an MTC without their Caregiver.

To verify the age of the individual the Agent will use an Age Verification ID Scanner that will be supplied by Green Meadows Farm. In the event that the ID is not a scannable ID, is not operational, or if the ID is questionable, the Agent must use the FLAG methodology of ID verification, as explained above under Adult-use.

#### **Immediate Access to the Facility**

Green Meadows Farm will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:

- Agents of the Commission;
- Commission Delegates;
- State and Local Law enforcement Authorities acting within their lawful jurisdictions;
- Police and Fire departments, and emergency medical services acting in the course of their official capacity.

Other individuals who can access the facility include:

1. Representatives of the Commission, Emergency Responders and Law Enforcement.
  - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - i. Representatives of the Commission in the course of responsibilities authorized by St.2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000, and Representatives of the Commission as authorized by St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, M.G.L. c. 94I, and 935 CMR 501.000: *Medical Use of Marijuana*.
    - ii. Representatives of other state agencies of the Commonwealth; and
    - iii. Emergency responders in the course of responding to an emergency.
    - iv. Authorized law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
  - b. Individuals described above in this policy will be granted immediate access to the facility.

### **Training**

Green Meadows Farm will train all Retail Agents and Security Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification ID Scanners and hardcover books to assist Agents in age verification.

All Green Meadows Farm Agents will enroll and complete the Responsible Vendor Training Program as required. This basic core curriculum for acceptable forms of identification include:

- How to check identification;
- Spotting and confiscating fraudulent identification;
- Patient registration cards currently and validly issued by the Commission;
- Common mistakes made in identification verification; and
- Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.

# 700.00 Personnel Policies and Procedures

## Alcohol, Smoke & Drug-Free Workplace

Green Meadows Farm, LLC's ("Green Meadows Farm") believes in a drug-free, healthy, and safe workplace. To promote this, our Agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, Agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the Agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the Agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. Green Meadows Farm will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), and 935 CMR 501.110(8)(a) no more than twenty-four (24) hours after the incident occurs.

## Personnel Records

Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning Agents, including registration status and background check records. Personnel records for each Agent will be maintained for at least twelve (12) months after termination of the Agent's affiliation with Green Meadows Farm and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2), 935 CMR 501.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- A copy of the application that Green Meadows Farm submitted to the Commission on behalf of any prospective Green Meadows Farm Agent;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- A staffing plan that will demonstrate accessible business hours;

- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030, and 935 CMR501.030.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the Agent’s manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

- Results of initial background investigation, including CORI reports completed by a certified organization authorized to complete all necessary screenings in compliance with CCC regulations and Agent Badging requirements. All screening results will be reviewed by the Senior Vice President, Human Resources and the SVP, Compliance;
- Documentation that references were checked prior to Agent being hired;
- Offer letter from Green Meadows Farm to the new Agent, including job title and supervision;
- Materials submitted to the Commission for Agent registration purposes;
- Documentation of annual performance reviews;
- Dates of completion of all required initial and recurrent training; including a signed statement by the Agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

**Board Members and Executives**

Chief Executive Officer – Robert H. Patton	203-979-1204
Chief Financial Officer – TBD	555-555-5555
Chief Operating Officer – Chris Zawacki	646-469-5001
Executive Vice President, Cannabis Production – Benjamin Bourque	303-257-0348
Senior Vice President, Operations – Daniel Attella	508-615-9679

**Key Staff**

Senior Vice President, Retail Operations – Amy Shaar-Wildman	917-297-9515
Senior Vice President, Human Resources – Corey Bellrose	617-778-8243
Security and Loss Prevention Manager – Jordan Heersink	860-481-0592
Senior Vice President, Compliance – Karima Rizk	413-923-2250
Dispensary Manager: TBD	

**External Agencies / Departments**

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Southbridge Fire Department:	508-764-5430

Southbridge Health Department:	508-764-4252
Southbridge Police Department:	508-764-5420
Southbridge City Hall:	508-764-5404
Mill Street Realty	508-728-8333
Harrington Memorial Emergency Line:	508-765-3195

### **Agent and Physical Risk Reduction Measures**

- Drug tests and random screening for all Agents in accordance with Massachusetts law;
- Agents suspected of diversion will be reported to local law enforcement authorities;
- Multiple surveillance cameras in Limited Access Areas and all areas considered to be high risk for the occurrence of diversion including but not limited to the secure inventory areas and vault areas, among others;
- When possible, a minimum of two (2) Agents present when making deposits or withdrawals of marijuana product or cash into designated vault rooms; Typically these actions will be performed by members of the Executive and Managerial staff who are authorized access when needed to complete all necessary functions of their job.
- Vaults monitored by a single security system operating under redundant data and monitoring centers at all times.
- Limited Access Areas and Restricted Access Areas clearly marked, secured, and monitored at all times; and
- Security checks are in place at the main retail entrance and main corridor security office to ensure unauthorized individuals do not gain access to the Green Meadows Farm facility.

### **Agent Background Checks**

- In addition to completing Agent registration process, all Agents hired to work for Green Meadows Farm will undergo a detailed background investigation prior to being granted access to Green Meadows Farm or beginning work duties.
- Background checks will be performed to screen for the following, among others:
  - Past criminal convictions;
  - Past drug-related offenses;
  - Concealed weapon permits;
  - DEA controlled substance registrations;
  - Professional licenses;
  - Driver's license information;
  - Docket search of state and federal criminal & civil actions;
  - Credit check;
  - Bankruptcies, liens & judgments; and
  - Healthcare licenses & sanctions.
- References provided by the Agent will be verified at the time of hire.

- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, Agents are required to renew their registration cards and submit to other background screening as may be required by Green Meadows Farm or the Commission.

### **Agent Training**

Green Meadows Farm will ensure that all Agents complete training prior to performing job functions. Training will be tailored to the roles and responsibilities of the job function of each Agent, and at a minimum will include at least four hours of a Responsible Vendor Program annually under 935 CMR 500.105(2)(b), and 935 CMR 501.105(2)(b).

Prior to being granted access to secure areas, including all areas containing marijuana products, Agents will receive the following training:

- New hire orientation – overview of Green Meadows Farm and employment policies and procedures as outlined in the Agent Handbook;
- General security procedures relevant to all Green Meadows Farm Agents;
- Detailed security procedures relevant to the Agents' job function;
- Confidentiality – including Green Meadows Farm's policies and procedures such as security;
- Recordkeeping requirements;
- Customized training related to the Agent's job function at the time of hire by the Manager or Supervisor;
- All new employees involved in the handling and sale of Marijuana use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

At a minimum, Agents will receive eight hours of ongoing training

#### Responsible Vendor Training

Within 90 days of hire, Green Meadows Farm will require all of its Agents to attend and complete a minimum of 4 hours of Responsible Vendor Training Program to become designated as a "responsible vendor." Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.

- a. Any Green Meadows Agent who is both a Marijuana Establishment Agent and MTC Agent will receive the training required for each license under which the Agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an Agent to participate in more than eight hours of training.

- b. Green Meadows Farm 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.

## **Job Descriptions**

For detailed Job Descriptions please see attached documents. As a summary, the following positions will be developed by the Director of Human Resources with consultation from the COO and Executive staff.

### **Executive Staff**

- Chief Executive Officer*
- Chief Operating Officer - COO*
- Executive Vice President of Cannabis Production*
- Senior Vice President of Operations*
- Senior Vice President of Retail Operations*
- Senior Vice President, Human Resources*
- Senior Vice President, Compliance*

### **Director Staff**

- Director of Operations and Supply Chain*
- Director of Retail Operations*
- Director of Extraction*
- Director of Quality Assurance*
- Director of Facilities*
- Director of Sales*

### **Managerial Staff**

- Security and Loss Prevention Manager*
- Cultivation Production Manager*
- Extraction Production Manager*

### **Administrative Staff**

- Office Manager*
- Cultivation Administrative*
- Assistant Dispensary Administrator*
- Brand Ambassador*

### **Supervisor Staff**

- Cultivation Supervisor*
- Extraction Supervisor*
- Inventory/Metric Supervisor*

### **Hourly Team Members**

- Lead Cultivation Technician*

*Cultivation Technician Extraction  
Technician Security Staff  
Custodial Staff  
Guest Service Associate  
Fulfillment Associate  
Security Staff*

## **Confidentiality**

Information held by Green Meadows Farm is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties. Green Meadows Farm Agents will receive confidentiality training during new hire orientation.

Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement, as necessary.

Green Meadows Farm's Point of Sale ("POS") Leaf Logix harbors the technology required to abide with regulatory standards and prevent theft. Only a POS system approved by the Commission, in consultation with the DOR, will be used. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data. All hardware is managed and maintained internally. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality. System authentication is encrypted via industry standard SSL with the use of a server-based platform. Access to customer information, including sales transactions will be available only to those Agents performing dispensing duties. Cultivation Agents will not have access to customer records.

Green Meadows Farm will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. Green Meadows Farm will immediately disclose the information to the Commission;
2. Cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

3. Take such other action directed by the Commission to comply with 935 CMR 500.105, and 935 CMR 501.105.

Green Meadows Farm will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales, and non-Marijuana sales.

Green Meadows Farm will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, Green Meadows Farm's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subjectline in order to protect the recipient's privacy.

### **Dismissal of Marijuana Establishment Agents**

Green Meadows Farm asks that Agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date. Green Meadows Farm reserves the right to immediately dismiss an Agent who resigns; however, the Agent will be paid during the notice period. An exit interview will be scheduled on or near the final day of employment.

Health insurance plans continue through the end of the month in which the Agent works their last day, provided they have paid contributions for that month. Under federal law, resigning Agents are entitled to participate in Green Meadows Farm's group health plan at their own expense for at least eighteen (18) months.

Green Meadows Farm will issue a final paycheck, including payment for any unused vacation days, on the next regular payday after resignation. Green Meadows Farm will notify the Commission no more than one (1) business day after the Agent's employment concludes.

Immediate termination of employment will occur if an Agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Green Meadows Farm's standard operating procedures (Commission will be notified); or been convicted or entered a guilty 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. Agents who are terminated will receive a final paycheck, which includes any accrued vacation time, at the time of termination.

### **Exit Interview**

Agents who resign from Green Meadows Farm are asked to complete an exit interview with their manager or a member of the executive management team. The purpose of the exit interview is to give Agents the

opportunity to explain what they liked and disliked about working at Green Meadows Farm and to gather suggestions for how Green Meadows Farm can improve policies and practices.

Exit interviews are designed and intended to be constructive for both Green Meadows Farm and Agents. As a result, Green Meadows Farm does not share information or discriminate against Agents who voluntarily share their opinions during their exit interview.

## 760.00 Personnel Policies Including Background Checks

### Overview

Green Meadows Farm, LLC (“**Green Meadows**”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning Agents, including registration status and background check records. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Green Meadows Farm. Green Meadows will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- Background check reports.

### Job Descriptions

**Security and Loss Prevention Manager:** Under the supervision of the Chief Executive Officer, the Security and Loss Prevention Manager is responsible for the development and overall management of the Security Policies and Procedures for Green Meadows, while implementing, administering, and revising the policies as needed. In addition, the Security and Loss Prevention Manager will perform the following duties:

- Provide general training to Green Meadows Agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with Security Agent if needed;
- Maintain lists of Agents authorized to access designated areas of the Green Meadows facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Green Meadows facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Green Meadows Agents and assets;
- Ensure that all required background checks have been completed and documented prior to an Agent performing job functions; ensure Agent is granted appropriate level of access to the facility necessary to complete his / her job functions;
- Maintain all security-related records, incident reports and other reports written by

securityAgents;

- Evaluate and determine the number of security Agents assigned to each shift and proper shiftchange times; and
- Maintain frequent contact with local law enforcement authorities.

**Security Agent:** Security Agents monitor Green Meadows' security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Green Meadows facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes patients, caregivers, customers, authorized visitors, and Green Meadows Agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Security and Loss Prevention Manager;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Green Meadows facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Green Meadows Agents from the facility during non-business hours and perform security checks at designated intervals.

**Inventory Manager:** The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The Inventory Manager will perform the comprehensive annual inventory in conjunction with the executive management team.

Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

**Inventory Associate:** Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;

- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the tracking software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Green Meadows' policies and procedures for waste disposal are adhered to.

**Human Resources Manager:** The Human Resources Manager at Green Meadows will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Green Meadows, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Green Meadows Agents;
- Review and revise Green Meadows personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Green Meadows Agents under the supervision of the executive management team and department managers;
- Handle any and all Agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

### **Agent Personnel Records**

Personnel records for each Agent will be maintained for at least twelve (12) months after termination of the Agent's affiliation with Green Meadows and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.029, and 935 CMR 501.029;
- A copy of the Agent's application that Green Meadows submitted to the Commission on behalf of any prospective Agent;
- Documentation of verification of references;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- The job description or employment contract that includes the Agent's duties, authority, responsibilities, qualifications, and supervisor(s);
- 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;
- Notice of completed Responsible Vendor Training Program and in-house training

- for MTC Agents required under 935 CMR 501.105(2), and 935 CMR 500.105(2);
- All background check reports obtained in accordance with state regulations; Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

### **Hiring and Recruitment**

Green Meadows' Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or specific positions need to be created in response to company needs. Green Meadows' hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- Green Meadows' Diversity Plan and Community Initiatives;
- Green Meadows' Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

### **Standards of Conduct**

Green Meadows is committed to maintaining an environment conducive to the health and well-being of patients, caregivers, customers and employees. It is Green Meadows' mission to provide a professional workplace free from harassment and discrimination for employees. Green Meadows will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Green Meadows' values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
  - Has the purpose or effect of unreasonably interfering with an individual's work performance;
- or

- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Green Meadows employees, patients, caregivers or customers also is condemned and will be promptly addressed.

### **Violence and Weapons in the Workplace**

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, patient, caregiver, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, patients, caregivers, customers, or other parties. Employees found carrying weapons on Green Meadows facilities will be immediately terminated. Patients, Caregivers, or Customers found carrying weapons on the premises will be asked to leave and / or the police will be notified accordingly.

### ***At-Will Employment***

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

### **Workplace Attire**

The required attire for Registered Agents at Green Meadows varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

### **Hours of Operation**

Green Meadows Farm will have employees enter their respective areas for operation during the following times/shifts:

#### Hours of Operation

for Retail Monday –  
Sunday: 9am – 9pm

#### Hours of Operation for Cultivation and Product

Manufacturing Facility Monday – Sunday: 8:00 AM – 6:00 PM

### ***After-Hours Contact Information***

Chief Executive Officer: Robert H. Patton – (203) 979-

1204 Chief Operating Officer: Christian M. Zawacki –  
(646) 469-5001  
Senior Vice President, Cultivation: Benjamin T. Bourque – (303) 257-0348

## **Overview of Personnel Policies and Procedures**

### **Standard Employment Practices**

Green Meadows values the contributions of its management and staff positions. Green Meadows will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the medical and adult use marijuana program in Massachusetts.

### **Advancement**

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

### **Written Policies**

Green Meadows 's written policies will address, among other things, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, state regulations, holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

### **Investigations**

Green Meadows will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with state regulations.

### **Designated Outside Counsel**

Green Meadows may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

### **Job Status**

#### **Job Classifications**

Positions at Green Meadows are categorized by rank and by department. The executive management team oversees the overall success of the mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non- Management Employee.

## **Work Schedules**

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

## **Mandatory Meetings and Community Service Days**

There will be a mandatory, recurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

## **Breaks**

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

## **Performance Reviews**

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

## **Leave Policies**

Green Meadows leave policies will comport with all state and federal statutes. All fulltime employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two (2) weeks in advance and approved by the employee's department manager. Green Meadows will determine which holidays will be observed and which departments will not be required to work. Green Meadows will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Green Meadows anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;

- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

## **Disciplinary Policies**

### **Purpose**

Green Meadows' discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and / or performance issues. The steps outlined below of Green Meadows' discipline policy and procedure have been designed consistent with Green Meadows' organizational values, best practices, and employment laws.

Green Meadows reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and / or training; the employee's work record; and the impact the conduct and performance issues have on Green Meadows' organization.

### **Procedure**

#### **Step 1: Counseling and Verbal Warning**

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five (5) business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

#### **Step 2: Written Warning**

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Green Meadows recognizes that this may not always be the case. A written warning involves more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and / or conduct expectations. A formal

performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A notice, outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken, may also be included in the written warning.

#### Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace.

When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation. Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt / Hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried / exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

#### Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, Green Meadows will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and / or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Green Meadows reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Green Meadows and its employees.

### **Appeal Process**

Employees will have the opportunity to present relevant material that may challenge

information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and / or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five (5) business days after that meeting to present information.

### **Performance and Conduct Issues Not Subject to Progressive Discipline**

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

### **Documentation**

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

### **Separation of Employment**

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from Green Meadows, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

### **Types of Separation**

#### **1. Resignation**

Resignation is a voluntary act initiated by the employee to end employment with Green Meadows. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two (2) weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday;

#### **2. Retirement**

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Green Meadows to give special recognition to employees at the time of their retirement;

#### **3. Job Abandonment**

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire;

**4. Termination**

Employees of Green Meadows are employed on an at-will basis, and the company retains the right to terminate an employee at any time;

**5. Reduction in Workforce**

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process;

**6. Release**

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

**Exit Interview**

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

**Return of Property**

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

**Termination of Benefits**

An employee separating from Green Meadows is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two (2) weeks' notice must be given, and the employee must work the full two work-weeks. Accrued vacation leave and accrued sick leave will be paid in the last paycheck.

**Health Insurance**

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

## **Rehire**

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee.

Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

## **Compensation**

As an employer, Green Meadows believes that it is in the best interest of both the organization and Green Meadows' employees to fairly compensate its workforce for the value of the work provided. It is Green Meadows' intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

## **Selection Criteria**

1. The compensation system will price positions to market by using local, national, and industry specific survey data;
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location;
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Green Meadows, factored for general economic variances, and adjusted to reflect the local economic marketplace;
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure;
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program;

6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### **Responsibilities**

The executive management team will give final approval for the compensation system that will be used by Green Meadows:

1. On an annual basis, the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process;
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

### **Management Responsibility**

- 1.
2. The CEO is charged with ensuring that Green Meadows is staffed with highly qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget;
3. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions;
4. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market-priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

### **Agent Background Checks**

- In addition to completing the Commission's Agent registration process, all Agents hired to work for Green Meadows will undergo a detailed background investigation prior to being granted access to a Green Meadows facility or beginning work duties.
- Background checks will be conducted on all Agents in their capacity as employees or volunteers for Green Meadows pursuant to state regulations and will be used by the Security and Loss Prevention Manager, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment Agent with the licensee;

- For purposes of determining suitability based on background checks performed in accordance with state regulations, Green Meadows will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction;
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability;
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in state regulations commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration;

- Suitability determinations will be made in accordance with the procedures set forth in state regulations. In addition to the requirements established in state regulations, Green Meadows will:

- a. Comply with all guidance provided by the Commission and state regulations to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination;
- b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under state regulations. In the event a Presumptive Negative Suitability Determination is made, Green Meadows will consider the following factors:
  - Time since the offense or incident;
  - Age of the subject at the time of the offense or incident;
  - Nature and specific circumstances of the offense or incident;
  - Sentence imposed and length, if any, of incarceration, if criminal;
  - Penalty or discipline imposed, including damages awarded, if civil or administrative;
  - Relationship of offense or incident to nature of work to be performed;
  - Number of offenses or incidents;
  - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
  - If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense

including, but not limited to, professional or educational certifications obtained; and

- Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS;
- Upon adverse determination, Green Meadows will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement. After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Green Meadows along with any legal notices required;
  - All suitability determinations will be documented in compliance with all state regulations and guidance provided by the Commission;
  - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission;
  - References provided by the Agent will be verified at the time of hire;
  - As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues;
  - As a condition of their continued employment, Agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Green Meadows or the Commission.

## **730.00 Code of Conduct Policy**

Green Meadows Farm, LLC (“Green Meadows Farm”) has adopted a Code of Conduct and Business Ethics (“Code of Conduct”), in compliance with 935 CMR 500.105(9)(4)(a), and 935 CMR 501.105 (9)(4)(a). The Code of Conduct will serve as a source of information to Agents in applying Green Meadows Farm’s Values to their work and maintaining compliance with key legal and regulatory requirements.

Green Meadows Farm is founded on company Values of quality, integrity, and responsibility. Those Values apply to every aspect of Green Meadows farm’s operation, including customer service, product development, safety and security standards, regulatory compliance, and community support. The policies detailed in the Code of Conduct are designed to ensure high productivity and a positive work environment for the entire company.

The Code of Conduct will serve as a supplement to the Green Meadows Farm Employee Handbook and Human Resources policies and procedures. Agents with questions or concerns regarding the Code of Conduct are directed to the Senior Vice President, Human Resources for more information.

## 740.00 Whistle-blower Policy

### General Policy

Green Meadows Farm, LLC (“Green Meadows Farm”) has contracted with NAVEX Global to provide a whistle-blower hotline and website, managed by EthicsPoint Incident Management System, in compliance with 935 CMR 500.105(9)(4)(b), and 935 CMR 501.105 (9)(4)(b).

Green Meadows Farm seeks to create a transparent, ethical, and safe work environment for its Agents. Agents are encouraged to engage in open, honest communication with Supervisors and Managers to report instances where violations of Green Meadows Farm’s Standard Operating Procedures or the Code of Conduct have occurred. If an Agent wishes to remain anonymous, they may submit a report through the whistle-blower hotline or website.

Once submitted, an incident report will be generated and forwarded, in a confidential and anonymous manner, to the Senior Vice President, Human Resources and the SVP, Compliance, for investigation, documentation, and corrective action (as needed). The EthicsPoint Incident Management System includes case management software that allows Green Meadows Farm to track, document and investigate reports and to communicate anonymously with Agent reporters.

No Agent will suffer retaliation for making a whistle-blower complaint.

### Filing a Whistle-blower Complaint

Green Meadows Farm Agents may submit a whistleblower complaint or other incident for internal investigation through the following manner:

- **Toll Free Hotline:** 844-988-0463
- **Website:** <https://greenmeadows.ethicspoint.com>

The NAVEX Global Hotline contact center is accessible 24/7/365 and provides live language translation for over 200+ languages.

A unique, randomized “Report Key” number will be generated for the report and the Agent will be prompted to create a password. The Agent may return to the EthicsPoint system to access the report, add additional information, and to receive correspondence relating to their report.

After five (5) to six (6) business days, Agents are encouraged to return to the whistle-blower website or call the whistle-blower hotline to check back on their report for feedback, questions, and/or a resolution to their report. Investigations that require more time will be communicated via the system.

## 750.00 Diversity Policy

### Overview

Green Meadows Farm, LLC (“Green Meadows”) is an employer dedicated to promoting equity in its operations for diverse populations, which the Cannabis Control Commission has defined to include the following demographic distinctions:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. LGBTQ+

Green Meadows’ Senior Vice President of Retail Operations will direct the company’s Diversity Plan with its associated goals, programs, and measurements to promote equity in company operations.

### Goals

1. Strive through hiring practices to employ individuals in the above-listed demographics so that Green Meadows’ employee demographic meets or exceeds the local community’s demographic (via the United States Census Bureau, July 2018) in the below-listed groups:
  - i. 37.6% Minorities
  - ii. 50.7% Women
  - iii. 7.2% Veterans
  - iv. 14.2% People with disabilities
2. Strive through hiring and training practices to employ individuals in the above-listed demographics to hold at least 25% of Green Meadows’ management and executive positions and to provide them tools for success; and
3. Assist, advise, and encourage individuals among the above-listed demographics to gain access and business success in the adult-use marijuana industry via events attended at institutions that serve minorities, women, veterans, or people with disabilities at least twice per year.
4. Contract and work with at least two ancillary businesses and vendors owned and operated by individuals falling into the above-listed demographics (as confirmed with the Massachusetts Supplier Diversity Office).

### Programs

1. Advertise for Diversity
  - List job openings with at least 1 professional organization or media outlets which reaches diverse audiences, including the Center of Hope Foundation in Southbridge.

- Ask those organizations and outlets for names of potential candidates
2. Target Recruitment Activities to Diverse Populations
    - Discuss objectives with hiring managers on a quarterly basis and track the demographic profile of existing staff to refine, increase, and achieve diversity goals
    - Work with at least two institutions that serve minorities, women, veterans, or people with disabilities in the area to develop recruitment plans and outreach strategies, including the Center of Hope Foundation in Southbridge.
    - Create a diverse recruiting and / or hiring team
    - Personalize recruitment through phone calls, Internet, and social media
    - Recruit continuously—not only when there are openings
    - Maintain professional networks and make note of potential candidates from underrepresented groups
    - Build and develop relationships with potential candidates, keeping them in mind for future openings and / or asking them to assist in recruiting from their own networks
    - Maintain a file of resumes and contact information for at least 5 potential candidates from underrepresented groups.
  3. Provide On-the-Job Mentorships and Career Ladders
    - Provide information on industry training and mentorship opportunities quarterly
    - Encourage individual initiative and publicize opportunities for advancement quarterly within the company and marijuana industry as a whole
    - Create career development and mentorship opportunities within the company
    - Provide at least 2 mentors for staff from under-represented groups
  4. Demonstrate an Organizational Commitment to Diversity
    - Publicize the company's commitment to diversity through marketing efforts quarterly
    - Integrate elements of diversity, equity, and inclusion into management and employee performance reviews and professional development plans
    - Review policies that affect work / life balance twice per year and make changes to reflect changing family structures, home situations, and cultural norms

- Enforce accountability among staff, departments, and units via annual performance reviews to demonstrate a commitment to providing a high-quality level of care to all the diverse clients served.

### **Measurements**

1. The company will calculate and record, no less than annually, the number of self-identified members of under-represented populations among management and staff in order to provide a base measure of diversity employment
2. The company will maintain an up-to-date record of recruitment, hiring, and promotion of people falling into the above-mentioned demographic groups
3. The company will document the number and type of postings and job announcements in media outlets and other venues serving under-represented populations
4. The company will annually review, and document, its staff and management diversity plan, to ensure that it reflects the demographic diversity of its Host Community; if the company falls short in this measurement, Green Meadows will make a donation to the Cannabis Control Commission's Social Equity Program.

Beginning upon receipt of Green Meadows' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Green Meadows will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. Green Meadows is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

### **Acknowledgments**

- Green Meadows 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 Green Meadows will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

## 770.00 Qualifications and Training

Green Meadows Farm is committed to being compliant with all regulations outlined in 935 CMR500.000, and 935 CMR 501.000 et. seq. (“the Regulations”) and any other requirements or sub- regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agencies.

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Agents and that our training process and curriculum are in compliance with all regulations and laws.

The minimum requirements to become a Green Meadows Farm Marijuana Agent (“Agent”) are outlined below. All Green Meadows Farm board members, directors, employees, executives, managers or volunteers will register with the Commission as an Agent. All Green Meadows Farm Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800, 801,802, and 935 CMR 501.800, 801, and 802.

Green Meadows Farm will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications depending on the required duties. Pursuant to 935 CMR 500.105(2)(a), and 935 CMR 501.105(a) we will ensure all Green Meadows Farm Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training will include, but not be limited to;
  - a. Code of Conduct;
  - b. Verifying Identifications;
  - c. Marijuana Regulations;
  - d. Security and Safety;
  - e. Emergency Procedures/Disaster Plan;
  - f. Diversion of Marijuana;
  - g. Terminatable Offences;
  - h. Confidential Information;

- i. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
  - i. Alcohol, smoke and drug-free workplace;
  - ii. Equal Employment Policy;
  - iii. Anti-Harassment and Sexual Harassment Policy;
  - iv. Americans with Disability Act;
  - v. Employee Assistance Policy; and
  - vi. Diversity Plan
3. After the initial training(s) are completed, Agents will be trained on job specific areas depending on their duties. This training will be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.
4. All Green Meadows Farm Agents will receive a minimum of 8 hours of training annually.
5. Green Meadows Farm will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained by Green Meadows Farm for at least one year after the Agents’ termination.
6. Within 90 days of hire, Green Meadows Farm will require all of its Agents to attend and complete a minimum of 4 hours of Responsible Vendor Training Program to become designated as a “responsible vendor.” Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
  - a. Any Green Meadows Agent who is both a Marijuana Establishment Agent and MTC Agent will receive the training required for each license under which the Agent is registered, including, without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require such an Agent to participate in more than eight hours of training.
  - b. Green Meadows Farm 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.
7. All Green Meadows Farm Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) will receive training in a form and manner determined by the Commission.

Green Meadows Farm will provide training and training opportunities to its employees. Green Meadows Agents responsible for tracking and entering product into the Seed-to-sale SOR will receive training in a form and manner determined by the Commission. At a minimum, our Agents will receive eight hours of on-going training annually. As a CMO, Green Meadows Agents may receive the training required for each license under which the Agent is registered, including,

without limitation, with respect to patient privacy and confidentiality requirements, which may result in instances that would require an Agent to participate in more than eight hours of training. In addition to required training, Green Meadows Farm will require advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas that enhance the Company's, our Agents and our customers safety. These training will include:

1. All Agents who handle marijuana or marijuana products will be trained on basic food safety prior to or during the first day of employment.
  - a. Include basic food safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the processing or packaging of Marijuana will be trained and certified in:
  - a. SERVSAFE Massachusetts Allergen Training Program
  - b. SERVSAFE Food Handler Program
3. Cultivation staff will receive bi-annual in-service training on food safety, including food allergy awareness and HACCP.
4. All Managers in cultivation, processing and packaging will be trained as a Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
5. All trainings will be filed in employee records.

## 800.00 Workplace Safety Policies and Procedures

### Overview

Green Meadows Farm, LLC (“Green Meadows Farm”) promotes workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Policies and procedures include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan. Green Meadows Farm facilities will obtain and maintain third-party safety certification by an OSHA NRTL or SCC-recognized body, which will certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization. In accordance with 935 CMR 500.105(3)(c), Green Meadows Farm will ensure that all edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

### Agent Health and Safety Program

Eight basic components have been identified to help prevent accidents and injuries from occurring within the Facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
  - Dealing with wet surfaces;
  - Wearing proper personal protective equipment and clothing;
  - Handling solvents with use of protective gloves and proper ventilation; and
  - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare Agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Facility, which will help identify workplace hazards so they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for Agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address any open concerns.

## **Health and Safety Responsibilities**

All Agents will complete mandatory safety training sessions. Green Meadows Farm Agents and Green Meadows Farm Management will have specific responsibilities to ensure health and safety at the GreenMeadows Farm facility:

### **Health and Safety Responsibilities for Green Meadows Farm Management:**

- Ensure the health and safety of all Agents;
- Correct any workplace conditions that are hazardous to the health and safety of Agents;
- Inform Cultivation Technicians about any hazards;
- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
- Ensure Agents know their rights and responsibilities under OSHA Regulations and the Act and that Agents comply with them;
- Provide and maintain protective devices, equipment, and clothing, and ensure that Agents use them;
- Provide Agents with education, supervision, and training specific to the Facility and equipment used to cultivate, process and manufacture marijuana and marijuana products; and
- Perform ongoing reviews of policies and procedures and update as needed.

### **Health and Safety Responsibilities for Green Meadows Farm Agents:**

- Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
- Comply with all regulations and other legal requirements;
- Follow established safe work procedures;
- Use the required personal protective equipment;
- Refrain from horseplay or similar conduct that may endanger others;
- Ensure individual ability to work safely is not impaired by drugs or alcohol;
- Report accidents and other incidents (including near misses) to management; and
- Report the following to their supervisor:
  - A hazard that might endanger Green Meadows Farm Agents;
  - A problem with personal protective equipment or clothing; and
  - Any suggestions to improve workplace safety.

## **Cleanliness & Sanitation Training**

Green Meadows Farm will combine its existing successful Agent training program, supplemented with Commission rules and cannabis-specific training to provide an extensive training curricula to all Agents. Green Meadows Farm's training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial contamination. All Agents will receive, at a minimum, the following quality assurance and contamination prevention training:

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.

- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Hygiene training for Agents who handle cannabis with specific attention to preventing microbial contamination.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
- Quality assurance procedures and consequences of failing to follow the company's established processes; and
- ServSafe certification training.

### **Agent Hygiene Practices**

Green Meadows Farm Agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Green Meadows Farm Agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Green Meadows Farm facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Green Meadows Farm Agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products. Any Agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

### **Food Material Practices**

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

### **Food Contact Surface Sanitation Practices**

The Company recognizes the importance of properly washing, rinsing, and sanitizing food preparation equipment, utensils, and all surfaces that come into contact with food to reduce the number of bacteria, prevent the spread of bacteria, and eliminate the possibility of cross-

contamination. Green Meadows Farm will institute the following sanitation procedures in its commercial kitchen:

- Sanitizing solution should be used in the kitchen and other areas to sanitize food contact surfaces and utensils prior to use.
- All surfaces that contact food will be washed, rinsed, and sanitized after each use, when an Agent begins working with another type of food, anytime an Agent is interrupted during a task and the tools or items they have been working with may have become contaminated, or at four-hour intervals if the areas or items are in constant use.
- Sanitizing solution will be stored in buckets or other containers such as a spray bottle and used with wiping cloths to sanitize prep tables, prep sinks, dining room tables, bar area, and working utensils; in the third compartment of a 3-compartment sink to sanitize all dishes that are washed; and use the final rinse in the dish machine to sanitize all dishes that are washed.
  - The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm <b>Range recommended: 50-100ppm.</b> Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
<b>Use provided test strips.</b> Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.
- Agents will ensure that all wiping cloths are soaked with sanitizer when cleaning food contact surfaces (like cutting boards, prep tables, slicers, etc.) and stored in sanitizer when not in use.
- Sanitizer buckets will be set up at all times in areas where food is being handled. Agents will check sanitizer solutions frequently to ensure that they are at the correct

concentration, using the proper test strips for the type of sanitizing chemical that they are using.

- Sanitizer solutions will be changed as needed to properly sanitize food contact surfaces.
- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Green Meadows Farm facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.
- Equipment and utensils utilized in the Green Meadows Farm facility be so designed and of such material and workmanship as to be adequately cleanable.

### **Biological, chemical and Physical Hazards**

Green Meadows Farm will conduct a comprehensive hazard assessment on a monthly basis to identify any physical and health hazards within the facility or on premises. The hazard assessment will evaluate all work areas or work situations, finding all potential hazards an employee may encounter while performing the job. The entire layout of the facility will be inspected, and a summary recorded

identifying any issues. The assessment will follow U.S. Department of Labor's OSHA Job Hazard Analysis guidelines (OSHA 3071). The SVP, Compliance, in coordination with management, will conduct the hazard assessment. The assessment will include, at minimum, identification of the following hazard sources:

- High temperatures that could result in injury, including burns, eye injury, ignition of equipment, or heat stress.
- Cold temperatures that could result in injury, including frostbite, lack of coordination, or cold stress.
- Harmful dust or particulates.
- Light radiation.
- Sources of falling objects, potential for dropping objects, rolling objects that could crush or pinch the feet.
- Sharp objects that may pierce the feet or cut the hands.
- Electrical hazards.
- Chemical exposure, including airborne or skin contact that would have the potential for splash on the skin or eyes, or the potential to breathe vapors or mists.
- Layout of the workplace and the location of employees to avoid collision with other employees or objects.
- Equipment that is malfunctioning, in poor condition, or in need of maintenance.
- Any other identified potential hazard.

The SVP, Compliance or a manager will complete and sign the PPE Hazard Assessment Certification. This certification will be kept with the Job Hazard Analysis log. Any hazards identified as not properly controlled will be documented in the Job Hazard Analysis Log. The

hazard will be abated immediately or as soon as possible by the appropriate personnel. Once abatement is complete, it will be documented in the Job Hazard Analysis Log.

### **Hazard Communication Plan**

Green Meadows Farm's Hazard Communication policies and procedures shall ensure Green Meadows Farm is compliant with applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable state and local laws, regulations, ordinances, and other requirements. All levels of supervision shall be held accountable for the safety of those employees under their direction. Copies of the Green Meadows Farm's Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.

Green Meadows Farm's Hazard Communication policies and procedures shall, at a minimum, address the following:

- Informing employees of hazardous chemicals used at Green Meadows Farm.
- Use of labels and other forms of warning.
- Use of Material Safety Data Sheets (MSDS).
- Procedure with respect to hazardous non-routine tasks.
- Maintaining a list of known hazardous chemicals used by employees and independent contractors.
- Communication of hazards.
- Training of employees and independent contractors.

Green Meadows Farm Facilities Manager and Senior Vice President, Operations shall maintain, review, and update the Hazard Communication policies and procedures and be responsible for:

- Implementation of the Green Meadows Farm's Hazard Communication policies and procedures.
- Ensure that OSHA records are maintained at all times.
- Train all Green Meadows Farm employees and visiting independent contractors.
- Provide documentation of all training and communications to the SVP, Compliance.

### **Personal Protective Equipment ("PPE")**

Green Meadows Farm's personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter. Employees will wear appropriate PPE at all times.

All managers will implement all aspects of Green Meadows Farm's PPE policies and procedures, including:

- Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
- Reviewing hazard assessments to determine the need for PPE.
- Acquiring the correct PPE.
- Training employees on the use of PPE.
- In coordination with the Senior Vice President, Human Resources, documenting and maintaining employee PPE training.
- Ensuring PPE is available, provided and documented.

- Conducting hazard specific training for the use of PPE.
- Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:

- Ensure all employees wear the appropriate PPE.
- Ensure that all employees have completed PPE training.
- Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
- Comply with PPE policies as required and support the PPE program as necessary.
- Participate in annual training for the use and maintenance of PPE.
- Replace all

damaged PPE. Employees will:

- Inspect PPE before use and ensure proper maintenance.
- Wear all assigned PPE and conduct assigned tasks in a safe manner.
- Notify a manager when PPE is damaged and needs to be replaced.
- Participate in quarterly training for the use and maintenance of PPE.
- Comply with PPE policies as required and support the PPE program as necessary.

## Assessment

For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard. PPE will be selected to protect against any hazard that is present or likely to be present. PPE selections will be compliant with all applicable federal (excepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.

All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards. The following PPE will be provided to all Cultivation and Processing employees and any other employees performing activities where such PPE may be deemed necessary:

- Accessible eye wash stations with sufficient quantities of potable water.
- Smocks or aprons with some level of fire resistance.
- Adjustable, light-filtering goggles.
- Chemical resistant gloves.
- Boots with water resistance and slip protection.
- Adjustable N-95 or P-100 disposable respirators.
- Adjustable full-face air purifying respirator with a minimum of a P-100 filter, fitted by a qualified professional.
- Tyvek coveralls.

Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

## Fire Safety Plan

All Green Meadows Farm employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected. The Facilities Manager and the Senior Vice President, Operations are responsible for the control of accumulation of flammable or combustible waste materials. In addition, the Facilities Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.).

All Green Meadows Farm manufacturing employees will be trained on and are responsible for understanding the following Safe Code of Work Practices:

- Flammables, including data sheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
- Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
- Care must be taken not to block potential escape routes, particularly with flammable materials.
- Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or are missing their protective sheath, shall not be used.

Additionally, fire control measures installed or available in work areas include installed and monitored sprinkler systems, fire extinguishers and fire alarms systems. The Facility has seven (7) Fire Extinguishers throughout the facility.

### **Response to a Fire Emergency**

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available, notify on-site personnel via:
  - Voice communication
  - Phone communications
  - Radio
- Fight the fire ONLY if:
  - The fire department has been notified
  - The fire is small and not spreading to other areas
  - Escaping the area is possible by backing up to the nearest exit
  - The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
  - Leave the building using designated escape routes
  - Assemble in the designated area
  - Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- The SVP, Compliance shall designate employees as emergency responders who shall:
  - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
  - Coordinate an orderly evacuation of personnel
  - Perform an accurate headcount of personnel reported to the designated area

- Determine a rescue method to locate missing personnel
- Provide fire department personnel with the necessary information about the facility

### **Reporting Fire and other Emergency Situations**

All fires and emergency situations will be reported immediately to the appropriate emergency response personnel by **dialing 911**. After reporting the emergency to the 911 call center, the General Manager or designee must be notified by one of the following means:

1. Verbally as soon as possible
2. By telephone;
3. Or by any other emergency notification.

No employee shall attempt to fight a fire that has passed the initial stage (that which can be put out with a fire extinguisher). No employee will attempt to enter a burning building to conduct search and rescue. These procedures shall be left to emergency services professionals who have the necessary training, equipment, and experience (such as the fire department or emergency medical professionals).

### **Informing Green Meadows Farm staff of Fires and Emergency Situations**

In the event of a fire or emergency situation, the Senior Vice President, Operations or designee shall ensure that all Agents are notified as soon as possible using the building alarm system, portable radios and intercom systems. The Senior Vice President, Operations or designee shall provide special instructions to all employees via voice commands and/or the public address system. All employees shall gather at the emergency assembly area to ensure that all employees are accounted for and that this information can be relayed to Emergency Responders. If a fire or emergency situation occurs after normal business hours, The Senior Vice President, Operations or their designee shall contact all employees not on shift of future work status, as the situation requires.

### **Emergency Action Plan**

The Green Meadows Farm's emergency action plan serves to outline procedures for the handling of emergency situations. This SOP shall apply to all employees. These protocols ensure the safety of all personnel in an emergency situation. The SVP, Compliance will oversee policy compliance for personnel under his or her supervision. Green Meadows Farm Managers are responsible for oversight of all employees and all emergency procedures. All Agents will adhere to the policies and SOPs in this manual. All employees will have proper training in emergency preparedness as a condition of employment.

### **Response to a Medical Emergency**

Medical problems may range from minor, isolated events such as a fall down the stairs to the significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should call the manager if he or she is not present and inform them of the situation, location, etc.
- Agents may render first aid if they are knowledgeable and willing, but if possible should wait for qualified personnel to deliver medical attention.
- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once they arrive.
- Agents should limit their conversation with the person to reassurances and not discuss their injury, the accident, or what circumstances might have contributed to its cause, if possible.
- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details they know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

#### Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

If the power loss causes freezing temperatures within the building, the following measures should be taken:

- Emergency eyewash station should be drained of water to avoid freezing and cracking of pipes.
- Equipment that contains fluids that can freeze due to long-term exposure should be drained of all such fluids.
- Propylene-glycol may be added to drains to prevent traps from freezing.

Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming in circuitry.
- Water pipes should be checked for leaks after heat has been restored to prevent flooding.

### Chemical Spill

Spill containment and equipment to secure the area is located in the spill containment kit. Personal Protective Equipment (PPE) is located on supply shelves. Safety Data Sheets (SDS) are available online and printed versions are located in the Fertigation department, the Lab, and the Trim hallway.

When a large chemical spill (>4L) has occurred:

- Immediately notify the designated Manager and emergency coordinator.
- Wear proper PPE such as gloves and eye protection.
- Contain the spill with available equipment (e.g. pads, brooms, absorbent powder, etc.)
- Secure the area and alert other personnel on site.
- Do not attempt to clean the spill up unless otherwise trained to do so.
- If anyone is injured, alert medically trained staff and call 911, if necessary.
- Call local spill cleanup company or fire department to perform cleanup on spill or for hazardous chemicals such as mercury.
- Evacuate building as necessary.
- In the event the spill is greater than 4L, the fire department or local spill cleanup company should be notified immediately.
- Dispose of all marijuana waste in a manner that is in accordance with the SDS and Disposal SOPs.

When a small chemical spill (<4L):

- Notify the emergency coordinator and/or supervisor.
- If toxic fumes are present secure the area to prevent other personnel from entering.
- Deal with spill in accordance with instruction in SDS.
- Wear proper PPE such as gloves and eye protection.
- Dispose of all waste in a manner that is in accordance with the SDS and Disposal SOPs.

### Bomb Threat

In the event of a bomb threat made in person or over the phone:

- Be calm and listen.
- Do not interrupt the caller.
- Record your name, time, and date.
- Record the following about the caller's identity:
  - Sex (Male or female)
  - Adult or juvenile
  - Origin of call (local, long distance, telephone booth):
  - Voice characteristics: loud/soft, high pitch/deep, raspy/pleasant, intoxicated, other
  - Accent: local/not local, foreign/regional, race
  - Speech: fast/slow, distinct/distorted, stutter/slurred/nasal
  - Manner: calm/angry, rational/irrational, coherent/incoherent, deliberate/emotional, righteous/laughing
  - Language: excellent, good, fair, poor, foul
  - Background noises: factory, trains, machines, animals, music, quiet,

office, voices, airplanes, street, party, traffic, atmosphere

- If told, record all the following facts:
  - When will it go off
  - Where is it located
  - What kind of bomb
  - What kind of package
- While on the phone or handling the person, deploy the silent alarm button nearest your position, if possible.
- If the threat is made by phone, signal personnel to evacuate the facility immediately.
- As soon as possible, call 911 and all company emergency contacts.

### Flood

- Stay calm and await instructions from designated emergency personnel or first responders.
- Shut down all utilities and equipment if it is safe to do so.
- Follow the recommended primary or secondary evacuation routes.

### Blizzard

- Stay calm and await instructions from designate emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
  - Close off unneeded rooms or areas
  - Stuff towels or rags in cracks under doors
  - Cover windows
  - Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
  - Wear layers of loose-fitting, lightweight warm clothing, if available.

### Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, re-fresher training annually, and as needed throughout the year:

- 1) If a firearm is displayed, Agents should assume it is real and loaded.
- 2) Agents should not do anything that would jeopardize their safety or the safety of others.
- 3) Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
- 4) Agents should activate alarms ONLY if they can do so safely and without detection.
- 5) Agents should follow the directions of the robber(s), but not volunteer anything more than asked.
- 6) If the robber hands them a note, Agents should drop it on the floor or place it out of sight to retain as evidence.
- 7) Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.
- 8) Agents should note the number of accomplices and where they stood, paying special

attention to the way the robbers address each other because under stress, they may use real names.

- 9) Agents should note the type of weapon used by the robber and where he or she carried it.
- 10) Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
- 11) Agents should try to remember exactly what the robber(s) said.
- 12) Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After an armed robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who actually dealt with the robber(s) should be near the person designated to phone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.

### Active Shooter

The U.S. Department of Homeland Security defines an active shooter as "an individual actively engaged in shooting or attempting to shoot people in a confined and populated area." Green Meadows Farm will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

- 1) **Evacuate (RUN):** If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to a room that can be locked such as the wholesale and retail vaults. If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.
- 2) **Lockdown and Shelter-in-Place (HIDE):** If they cannot safely evacuate the area, the best option is for the employees to find a room with a door that locks from the inside. If the door does not lock, they should barricade it with large heavy objects such as desks, tables, file cabinets, furniture, and books to make entry as difficult as possible. They should locate an area with ballistic cover, not just visual concealment, because cover stops and slows bullets while concealment does not. If for some reason the employees are caught in an open area such as a hallway or reception area, they can try to hide, remain as quiet and calm as possible, or "play dead" to avoid detection.

Employees should also:

- Cover windows and draw blinds
- Turn off radios and computer monitors
- Keep out of sight
- Silence cell phones and remain as quiet as possible

**Confront the Shooter (FIGHT):** If the employees come face to face with the assailant, as a last resort and because no single procedure can be recommended in this situation, they should attempt to quickly overpower the individual with force in the most violent manner possible. If the employees are with other people they should work as a collective group to overcome the shooter by yelling "Gun!", throwing items at the shooter's head to distract him or her, grabbing the weapon, or holding the shooter for police. They should remember that in most cases, the attacker will continue to shoot victims unless he or she is stopped.

### **Emergency Training**

Green Meadows Farm will prioritize frequent training so all employees are familiar with the contents of the emergency management plan. Green Meadows Farm will plan and schedule the emergency exercises to minimize disruption of normal business operations and maximize participation of employees and management. Due to the severity of many emergencies, Green Meadows Farm will conduct semiannual emergency training exercises including bomb threat, fire, active shooter, armed robbery, and medical emergency drills and maintain a record of all training, noting any issues during these drills, so that solutions will be implemented before the next drill. Training will include the emergency evacuation plan, including regular evacuation drills that practice varying escape routes in the event the designated evacuation route is not available.

# 1600.00 Quality Control and Testing

## Quality Control

Green Meadows Farm, LLC (“Green Meadows Farm”) will comply with the following sanitary requirements:

1. Any Green Meadows Farm agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.00, and with the requirements for food handlers, specified in 105 CMR 300.000. As we will be manufacturing products, the Executive VP of Cannabis Production will be ServSafe Certified and will oversee product manufacturing operations.
2. Any Green Meadows Farm agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Green Meadows Farm’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Green Meadows Farm’s production areas and where good sanitary practices require employees to wash and sanitize their hands and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices. Specifically, hand-washing facilities are in Primary Extraction, Refinement and the Restrooms.
4. Green Meadows Farm’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Green Meadows Farm will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(12);
6. Green Meadows Farm’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Green Meadows Farm’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Green Meadows Farm’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Green Meadows Farm will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require Green Meadows Farm to demonstrate the intended and actual use of any toxic items found on the premises;

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

Green Meadows Farm's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements. The interior of the transportation vehicles will be cleaned daily if not at a greater frequency.

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

### **Quality Control Sampling**

Green Meadows will institute a quality control sampling program in compliance with 935 CMR 500.120(14). This program will allow for GMF to provide up to four grams of flower per strain, but no more than seven strains per month to its employees for the purpose of quality control sampling to ensure product quality is in line with the company's expectations. All QC samples will be labeled with the following:

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

As conditions for providing this program to employees the following will be set in place to ensure compliance with all state laws and regulations:

1. May not be consumed on the licensed Premises;
2. May not be sold to another licensee or Consumer; and
3. Shall be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products.

Upon providing a Quality Control Sample to an employee, the Marijuana Cultivator shall record:

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

## **Recalls**

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

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

## **Quality Control – Sanitation Standard Operating Procedure (SOP)**

Green Meadows Farm will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.

6. Lighting and light fittings will be shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non-corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. Green Meadows Farm will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment will be installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. Green Meadows Farm will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
11. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

## **Contamination Control**

1. All entrance and exit doors to the facility will be self-closing and metal commercial-grade metal. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.

2. Employees are required to change out of their street clothes and footwear into uniforms and personal protective equipment (PPE) including hairnets, face masks, beard covers, laundered shirts, gloves, and shoe coverings. Any visitors will be required to put on the same level of PPE as the Cultivation staff prior to entering the Cultivation and Product Manufacturing areas.
3. Training: All employees will be trained on general pest prevention practices.
4. Green Meadows Farm will contract with a third-party pest company to help monitor, detect, and prevent pests in the facility.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles, Recyclable, Organic and Solid Waste. At the end of every day these containers will be emptied, and the contents removed and placed in the appropriate containers to await pickup.
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

## Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
  - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
  - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms will be utilized for finished marijuana products.
  2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
    - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
    - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
    - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing.

3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
  - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
  - b. Each compartment will be supplied with adequate hot and cold potable running water.
  - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
  - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
  - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
  - f. An approved chemical test kit for determining sanitizer strength will be available and used.
  - g. Manual Warewashing Procedure
    - i. Rinse, scrape, or soak all items before washing.
    - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.
    - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
    - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
    - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
      1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
      2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
        - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
    - vi. To avoid recontamination of clean and sanitary items:
      1. Air dry all items on a drainboard.

2. Wash hands prior to returning to storage.

### Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

#### h. Equipment Cleaning and Sanitizing Procedure

- i. Disassemble removable parts from equipment.
- i. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
  1. Quaternary ammonia –200 ppm and immerse for 30 seconds
  2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
  3. Chlorine –50-99ppm and immerse for 7 seconds
- ii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iii. Allow all parts of the equipment to air dry.
- iv. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- v. Re-assemble the equipment.
- i. Product Preparation Surfaces- These 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.

- i. Pre-scrape surface to remove gross soils.
- ii. Wash surface with recommended strength solution of pot & pan detergent.
- iii. Rinse with water and wipe dry.
- iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
  1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

## Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
  - b. Green Meadows Farm will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health, or the Cannabis Control Commission.
  - c. Green Meadows Farm Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
    - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. Green Meadows Farm will conform to sanitary practices while on duty, including:
  - a. Maintain adequate personal cleanliness:  
Grooming:
    - i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
    - ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
      - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.

- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
- When entering the facility before work begins.
  - Immediately before preparing or processing products or handling equipment.
  - As often as necessary during cultivation or product preparation when contamination occurs.
  - In the restroom after toilet use and when you return to your work station.
  - When switching between working areas.
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - After cleaning duties.
  - Between each task performed and before wearing disposable gloves.
  - After eating or drinking.
  - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear laundered shirt on site, as appropriate.
- Do not wear laundered shirt to and from work.
  - Take off laundered shirt before using the restroom.
  - Remove laundered shirt when leaving the production or processing area.
  - Change laundered shirt if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products.

- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
  - Only a plain wedding band.
  - No necklaces, bracelets, or dangling jewelry are permitted.
  - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. Green Meadows Farm facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

## **Training**

Green Meadows Farm will provide training and training opportunities to all of its employees. In addition to required training, Green Meadows Farm will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, and Good Manufacturing Practices.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
  - a. Include basic product safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;

- c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging will be trained and certified in;
    - a. A nationally accredited Food Handler Program (i.e. ServSafe).
  3. Provide staff with at least an annual training on plant safety and 105 CMR 500.000 Good Manufacturing Practices.
  4. Ongoing on-the-job training.
  5. Require all managers to be Certified Food Protection Managers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
  6. Use outside resources, such as vendors, health department inspectors, or qualified trainers to provide safety training.
  7. Observe staff to ensure they demonstrate safety knowledge each day in the workplace.
  8. Document the content of all training sessions and attendance.
  9. File documentation records.

### **Handling and Processing of Marijuana Sanitary Manner**

Green Meadows Farm will process marijuana in a safe and sanitary manner. Green Meadows Farm will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, pests and bacterial diseases; satisfying the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and if applicable, 105 CMR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments;
- Prepared and handled on food-grade stainless steel tables with no contact with an agent's bare hands; and
- Packaged in the Packaging Room, a secure area.

All edible products will be prepared, handled, and stored in compliance with sanitation requirements.

### **Testing**

Green Meadows Farm will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed. 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 pursuant to 935 CMR 500.160, and 935 CMR 501.160. Testing of Green Meadows Farm's marijuana products will be

performed by an Independent Testing Laboratory in compliance with any and all requisite regulatory protocols, including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products (“Protocol”). All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with all regulatory requirements pursuant to 935 CMR 500.105(13), and 935 CMR 501.105(13).

Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as finished Product tested for Bacteria, fungi, mycotoxins and Cannabinoid profile. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins and Cannabinoid profile. In addition, all Products will be tested in accordance with Commission guidance and orders in place at the time of testing.

Our Adult-use single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Marijuana and marijuana products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.

Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation. Green Meadows Farm’s policy of responding to laboratory results that indicate contaminant levels are above acceptable limits include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Testing of Green Meadows Farm’s environmental media will be performed in compliance with any and all requisite regulatory protocols. Green Meadows Farm will be using a blend of coco, peat, perlite, compost, and other organic amendments (assuming ‘environmental media’ is talking about the grow media) which will be tested prior to initial use and each time new source is used.

All excess marijuana will be disposed in compliance with regulatory requirements, either by the Independent Testing Laboratory returning excess marijuana to Green Meadows Farm for disposal or by the Independent Testing Laboratory disposing of it directly. Green Meadows Farm will maintain testing results in compliance with all regulatory requirements and the Green Meadows Farm’s recordkeeping policies and will maintain the results of all testing for no less than one year. Testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

Pursuant to 935 CMR 500.130(4), and 935 CMR 501.130(4) Green Meadows Farm will provide documentation of our compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and 935 CMR 501.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and

transportation to all marijuana establishments that we sell or otherwise transfer marijuana to. Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Commission including, but not limited to:
  - a. Mold
  - b. Mildew
  - c. Heavy metals
  - d. Plant-Growth Regulators and
  - e. Pesticides

Green Meadows Farm will maintain the results of all testing for no less than one year. All testing results shall be valid for one year. All testing will be conducted in accordance with the frequency required by the Commission.

### **Responding to Laboratory Results**

Green Meadows Farm will ensure our policy for responding to laboratory results that indicate contaminant levels are above acceptable limits are available to Registered Qualifying Patients and Personal Caregivers, as identified in 935 CMR 501.160(1), and 935 CMR 501.160.

If a laboratory test result indicates that a Green Meadows Farm marijuana product sample has contaminant levels above the acceptable limits, Green Meadows Farm will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
  - a. The Cultivation Production Manager and CEO will determine whether to:
    - i. Retest the Cultivation/Production Batch
    - ii. Remediate the Cultivation/Production Batch
    - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates a contaminant level for Pesticides that is above the acceptable limit the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of immediately.
  - a. Green Meadows Farm Cultivation, Production Manager or CEO will:
    - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
    - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission;
    - iii. The notification will be from Green Meadows Farm, and the Independent Testing Laboratory, separately and directly.

- iv. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- 4. In the case of any test result that indicates that a Green Meadows Farm marijuana product sample has contaminant levels above the acceptable limits, the Cultivation, Production Manager or CEO will conduct an assessment of the source of the contamination.
  - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
  - b. The assessment should include a corrective action plan and be shared as a training tool with all Green Meadows Farm Agents.
- 5. Once Green Meadows Farm receives notice that Marijuana or a Marijuana Product submitted for testing has failed any test for contaminants will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants or dispose of the Marijuana or Marijuana Products. We will take the following steps determined upon our decision:
  - a. Reanalysis by a Second ITL. If we choose to reanalyze the sample, a sample from the same batch will be submitted for reanalysis at the ITL that provided the initial failed result. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested will be submitted to a second ITL other than the original ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample shall have passed the Second Confirmatory Test at a second ITL. Any Marijuana and Marijuana product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, Green Meadows Farm will dispose the failed product.
  - b. Remediation. If we choose to remediate, a new test sample will be submitted to any licensed ITL, which may include the initial ITL, for a full-panel test. Any failing Marijuana or Marijuana product may be remediated a maximum of two times. Any Marijuana or Marijuana product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees. Green Meadows Farm will dispose of the product.
  - c. Dispose. If we choose to dispose the Marijuana or Marijuana Products, Green Meadows Farm will do so in compliance with 935 CMR 500.105, and 935 CMR 501.105.

**Additional Marijuana Testing Requirements**

- 1. Clones are subject to these testing provisions but are exempt from testing for metals.
- 2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13), and 935 CMR 501.105(13).
- 3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11), and 935 CMR 501.105(11).
- 4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12), and 935 CMR 501.105(12) by the Independent Testing Laboratory disposing of it directly.

5. Green Meadows Farm will not sell or otherwise market Marijuana or Marijuana Products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160, and 935 CMR 501.160.
6. For Adult-use single-servings of Marijuana Products tested for potency will be in accordance with 935 CMR 500.150(4)(a) and are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

**Environmental Media Testing** (e.g., soils, solid growing media, and water)

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.
2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids shall be sampled and analyzed in compliance with *Protocol for Sampling and Analysis of Finished Medical Marijuana and Marijuana-Infused Products for Massachusetts Registered Medical Dispensaries*.

# 2000.00 Plan for Separating Adult Use from Medical Operations

Green Meadows Farm is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) and any other requirements or sub-regulatory guidance issued by any other regulatory agency. The purpose of this plan is to outline the responsibilities of Green Meadows Farm, our management team and Agents to ensure there is separation between medical use of marijuana operations and recreational marijuana operations in compliance with all regulations and laws.

## General Requirements

Green Meadows Farm will comply with the requirements for physical and virtual separation of medical- use and adult use marijuana and marijuana products. Green Meadows Farm will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. Green Meadows Farm will use of plant or package tags in the Seed-to-sale SOR (METRC System) for this separation.

Green Meadows Farm will attach plant tags to all marijuana clones and plants and attach package tags to all finished marijuana, MIPs and marijuana products and enter any remaining inventory, including seeds, into the Seed-to-sale METRC system, as well as our own inventory system.

Green Meadows Farm will only transfer product pursuant to 935 CMR 500.105(8), and 935 CMR 501.000(8). Transfers of marijuana product will occur from our cultivation and product manufacturing to our retail establishment in Southbridge.

## Inventory

Pursuant to 935 CMR 500.105(8), and 935 CMR 501.105(8), as a Colocated Marijuana Operation that is cultivating, processing and selling marijuana products for medical use as well as marijuana products for adult use we will ensure we create virtual separation of the products. Using the seed to sale software system, Green Meadows Farm will designate and track all marijuana and marijuana products as medical and adult use through the use of package tags in the Seed-to-sale SOR (“METRC”).

Green Meadows Farm will ensure that medical use of marijuana patients have access to the quantity and variety of marijuana products by:

4. Marijuana products reserved by Green Meadows Farm for patient supply will be maintained on site at our colocated facility.
5. For the first 6 months of operation, Green Meadows Farm will reserve 35% of our inventory for medical use of marijuana patients. This will include 35% of each type and strain of marijuana and each type of marijuana products including oils, tinctures and edibles.

- a. On a weekly basis Green Meadows Farm will conduct an audit of patient supply to access if a larger percentage of inventory should be held for patients.
  - i. This audit will be retained for no less than 6 months.
6. After Green Meadows Farm has been open and dispensing for a period of six months an analysis of sales data will be conducted of all products sold to patients over the preceding 6 months.
  - a. Using this analysis Green Meadows Farm will determine the amounts sufficient to meet the patient demand for marijuana products.

Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. If a substitution must be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a quarterly basis, Green Meadows Farm will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Green Meadows Farm will submit a report to the Commission in a form determined by the Commission.

Marijuana products reserved for patient supply will be maintained on-site at the retail establishment. If our on-site supply of medical-use marijuana becomes low, we will immediately transfer product from our Cultivation/Product Manufacturing Establishment.

### **Reporting**

Green Meadows Farm will maintain and provide to the Commission on a biannual basis accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products.

### **Point of Sale**

Green Meadows Farm will use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

1. Green Meadows Farm will have one or more separate Point of Sale (“POS”) station(s) reserved solely for medical marijuana sales to Qualifying Patients or their Personal Caregivers. These POS station will:
  - a. Be ADA compliant for wheelchair and scooter access.
  - b. Be clearly marked that the POS station is for medical sales only.
  - c. Be separated from the other POS stations with the use of semi-permanent stanchions with ropes or belts that create a physical barrier between medical and adult sales.

- i. The stanchion and rope system will also create a separate line for patients and caregivers and will be clearly marked with a sign stating that these POS stations are for medical sales only.
  - d. The other POS stations will be clearly marked by signage stating that these lines and POS stations are for all sales, including medical.
  - e. Our patient marketing and patient/consumer education materials will also state that medical sales may be done at any POS station and that the holder of a medical registration card may use either line and shall not be limited only to the medical use line.
- 2. The facility will have an area that is separate from the sales floor that allows for confidential consultation. The Consultation Room will have signage that reads, "Consultation Area" and will be accessible by a Qualifying Patient or caregiver without having to traverse a Limited Access Area.
- 3. Virtual Separation of medical and adult sales will happen at the POS station. The Green Meadows Farm POS System will be equipped to track medical and adult sales internally.
  - a. For each transaction, the Green Meadows Farm Guest Services Associate will ask each customer if there are any medical marijuana sales that will be completed.
    - i. If the answer is no, the Guest Services Associate will re-verify the customer's age by checking the customer's government issued ID card and entering the entire order as adult use and taxed and recorded appropriately.
    - ii. If the customer states that medical sales are included, the Guest Services Associate will request the Patient Registration Card issued by the Cannabis Control Commission and their second form of identification.
      - 1. The Guest Services Associate will enter the patient/caregiver information through the Commission-supported databases and verify the patient/caregiver registration is valid and that the patient's 60-day supply has not been reached.
      - 2. The Guest Services Associate will fill the patient/caregiver order and ask which items are for medical use.
        - a. If all items are for medical use the Guest Services Associate will first enter the amounts of marijuana purchased into the MassCIP and ensure that the amount does not exceed the patient's 60-day supply.
        - b. The order will be entered into the POS System. For each item or stock keeping unit ("SKU") the Guest Services Associate will designate it as medical sales and the system will record it as such and not tax the transaction.
        - c. If only some of the items are for medical use the Guest Services Associate will first enter the amounts of marijuana purchased into the Commission-supported database and ensure that the amount does not exceed the patient's 60-day supply.

- i. The Guest Services Associate will then verify that the patient is at least 21 years of age by checking the government issued identification. If the patient is under 21 years of age, and is not with a Caregiver (with appropriate identification) no adult use products may be sold.
    - d. The order will be entered into the POS System. For each item or SKU the patient/caregiver designates as medical use the Guest Services Associate will designate it as medical sales and the system will record it as such and not tax the item(s). For items or SKU's identified as adult use (and the patient is 21 years of age or older) these items will be entered into the POS system and taxed accordingly.
  - b. At the end of each business day a report will be generated by the POS system that includes the data of all sales, medical and adult use. This report will be compared against the transaction data in the Metrc system and the Commission-supported database to ensure all medical and adult sales are correct.
4. Green Meadows Farm will not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.

#### **Patients under the age of 21**

In accordance with 105 CMR 501.000 Registered Qualifying patients may be under the age of 21 and will require access to marijuana for medical use. Green Meadows Farm will not restrict access to our products to patients of any age so long as they are registered with the Cannabis Control Commission. While we do not expect a large number of patients who are under the age of 21 we are committed to giving them access to our products while also making sure that these patients cannot access products that are intended for adult use. No customer will have direct access to marijuana products except at point of sale. All marijuana products are stored in locked cabinets.

- 1. Registered Patients under the age of 21 will be admitted into our facility only if the individual is 21 years of age or older and produces an active patient registration card issued by the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by their personal caregiver with an active patient registration card.
  - a. In addition to the active patient registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification.
- 2. In any case where a patient that is under the age of 21, the Green Meadows Farm Agent that determines the patient is under 21 years of age will notify the sales manager of this fact.
- 3. The Dispensary Manager and the Security Agent will monitor the patient throughout the facility.
  - a. The Guest Services Associate or designee will offer personal assistance to the patient and/or caregiver while they are inside the facility.

- b. At the POS Station the Dispensary Manager will notify the Guest Services Associate that the patient is under 21 to ensure that only medical sales occur.

## 1420.00 Energy Efficiency and Conservation Policies

### Overview

Green Meadows Farm, LLC (“Green Meadows Farm”) will demonstrate consideration of the following factors:

1. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

To the extent updates are required to the information provided for initial licensure, Green Meadows Farm will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4).

Green Meadows Farm will use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) and 935 CMR 501.103(4) will include a report of Green Meadows Farm’s energy and water usage over the twelve-month period prior to the date of application.

### Energy Efficiency and Conservation

Green Meadows has identified potential energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including energy efficient, tunable LED lighting with an increased micro mole production efficiency of over 35% - 40% when compared to traditional HID light systems. To further demonstrate Green Meadows’ compliance with the energy efficiency and conservation regulations, a letter prepared by Fuss & O’Neill, Inc., a Massachusetts Licensed Professional Engineer and supporting documentation is attached as Document D.

GMF has included insulated drop ceilings and select window shades in the design to reduce the cooling demand of the facility.

Green Meadows is also pursuing the additional lighting strategies to reduce electric demand. We will use active load management strategies that include turning our tunable LED cultivation lights on in a delayed sequence to prevent a sudden spike in electrical demand and offsetting the majority of the vegetative photoperiod from the flower photoperiod to reduce the duration of peak energy demand. Green Meadows will also reduce electrical demand through the use of advanced environmental monitoring and control equipment that will use staged, responsive, and predictive set points, in contrast to static set points, to optimize energy use required to achieve the required setpoint.

Green Meadows is working with Linnaeus Lighting to create an energy efficient lighting plan and plan on using LINNAEUS LIGHTING (or comparable) – HELIX (2.7 micromoles/J) and LINNAEUS LIGHTING – APEX (2.6 micromoles/J) found here: <https://linnaeuslighting.com/products/>.

It's worth noting that conservation efforts towards water in our customer parking lot on 19 Mill Street will also be made through smart nutrient and moisture management and features such as a rain garden in the parking lot. The rain garden will allow greater rainwater surface penetration to promote groundwater recharge and reduce the impact of the impervious area of the parking lot.

Additionally:

- The facility water filtration system will create a minimal amount of water lost (between 5% - 10%) during backflush in comparison to typical RO filter systems that can create up to 50% wastewater during normal operation.
- The facility irrigation system will monitor environmental factors such as soil moisture and EC, light levels, and temperature and humidity and will make decisions based on these factors to provide the minimal amount of water needed to optimize production.

Green Meadows Farm has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. The Green Meadows team reviewed options for solar energy but ultimately decided to hold off on the pursuit of these options due to financial constraints at the time of review. Green Meadows intends on regularly reviewing renewable energy sources as it exits the startup phase of business and enters profitability.

### **Energy Efficiency and Equipment Standards**

Green Meadows Farm will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the "Commission") and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, waste water, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) prior to obtaining a final license under 935 CMR 500.103(2).

Green Meadows Farm will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) will include a report of Green Meadows Farm's energy and water usage over the twelve-month period prior to the date of application.

### **Building Code Requirements**

Green Meadows Farm's cultivation facility will meet minimum Massachusetts Building Code

requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*.

### **Lighting**

Green Meadows Farm's facility is listed as above Tier 1 or Tier 2 and therefore must meet the requirements of 36 watts/ square foot or less. The total HLSF (Horticultural Lighting Square Foot) is 12,940 square feet and the HLE (Horticultural Lighting Equipment) is 385,604 watts giving a HLDP (Horticultural Lighting Power Density) of 29.7 watts per square foot.

### **HVAC**

Green Meadows Farm's Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780CMR: *State Building Code*). Green Meadows Farm will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

### **Safety Protocols**

Green Meadows Farm has established and documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light), as further described in the Workplace Safety Plan.

Green Meadows Farm will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.

Before final licensure Green Meadows Farm will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.10.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Green Meadows Farm will regularly check for such guidelines and continue to follow the Commission's standards.