



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR283121  
Original Issued Date: 05/07/2021  
Issued Date: 05/07/2021  
Expiration Date: 05/07/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: HTC Trinity, LLC

Phone Number: 774-930-1519 Email Address: kyraf3@gmail.com

Business Address 1: 354 Winthrop Street Business Address 2:

Business City: Taunton Business State: MA Business Zip Code: 02780

Mailing Address 1: 38 Evergreen Drive Mailing Address 2:

Mailing City: Taunton Mailing State: MA Mailing Zip Code: 02780

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

## RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control:

100

Role: Owner / Partner

Other Role:

First Name: Kyra

Last Name: Fernandez Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: Puerto Rican

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 354 Winthrop Street

Establishment Address 2:

Establishment City: Taunton

Establishment Zip Code: 02780

Approximate square footage of the establishment: 4140

How many abutters does this property have?: 13

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5e6ffe3c1cdd2e3910a4f0d6	03/16/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5e753a7f482e703583b786fb	03/20/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning License Requirements.pdf	pdf	5e753a8d1cdd2e3910a4ffee	03/20/2020
Plan to Remain Compliant with Local Zoning	Special Permit Final Decision.pdf	pdf	5e753a9c9a385038d9d87aa6	03/20/2020
Community Outreach Meeting Documentation	Community Outreach Attestation Form and Supporting Documentation.pdf	pdf	5e753cd7961ad539052bb25d	03/20/2020
Community Outreach Meeting Documentation	HTC Trinity Notice to Abutters Community Outreach.pdf	pdf	5e7e595b2eba6d38ef163cea	03/27/2020

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.: \$

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Avion Cares Donation Acknowledgement Letter.pdf	pdf	5e87a7da482e703583b7b63c	04/03/2020
Other	TPW Donation Acknowledgement Letter.pdf	pdf	5e87a7ee5f1da0353e2b308a	04/03/2020
Plan for Positive Impact	HTC Trinity Positive Impact Plan - Final.pdf	pdf	5ebb07ca1cd17834bad62792	05/12/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role: Manager

First Name: Kyra

Last Name: Fernandez Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	certificate of organization.pdf	pdf	5dd5ef4f26aa77532085c34d	11/20/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of good standing Commonwealth of MA.pdf	pdf	5e27557b7225f00469654c77	01/21/2020
Department of Revenue - Certificate of Good standing	Certificate of good standing DOR.pdf	pdf	5e791e7d9a385038d9d88015	03/23/2020
Bylaws	HTC Trinity Operating Agreement.pdf	pdf	5e7e5baa5f1da0353e2b16da	03/27/2020
Department of Revenue - Certificate of Good standing	Unemployment letter.pdf	pdf	5e866b0ff0445c357cb0727d	04/02/2020

No documents uploaded

Massachusetts Business Identification Number: 001406117

Doing-Business-As Name:

DBA Registration City: Taunton

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	HTC Proposed Timeline.pdf	pdf	5e754b7cb3c49635509e7d36	03/20/2020
Business Plan	HTC Trinity Business Plan.pdf	pdf	5e79592ebddf0438d21d9e51	03/23/2020
Plan for Liability Insurance	Insurance Letter of Intent.pdf	pdf	5ebb0e4dddb8c72d5360a9a8	05/12/2020

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	HTC Restricting Access to Age 21 or Older.pdf	pdf	5e7540cd5f1da0353e2b01dd	03/20/2020
Security plan	HTC Security Plan.pdf	pdf	5e7540dfb014bf38e46cb10a	03/20/2020
Prevention of diversion	HTC Prevention Diversion.pdf	pdf	5e7540f19a385038d9d87ac5	03/20/2020
Storage of marijuana	HTC Storage of Marijuana.pdf	pdf	5e7541022eba6d38ef162811	03/20/2020
Transportation of marijuana	HTC Transportation of Marijuana.pdf	pdf	5e7541119a385038d9d87ac9	03/20/2020
Inventory procedures	HTC Inventory Procedures.pdf	pdf	5e754121b014bf38e46cb110	03/20/2020
Quality control and testing	HTC Quality Control & Testing of Product.pdf	pdf	5e75412f1cdd2e3910a50009	03/20/2020
Dispensing procedures	HTC Trinity Dispensing Procedures.pdf	pdf	5e7541402eba6d38ef162817	03/20/2020
Personnel policies including background checks	HTC Personnel Policies.pdf	pdf	5e75415ef0445c357cb046cd	03/20/2020
Record Keeping procedures	HTC Record Keeping Procedures.pdf	pdf	5e75416e172cbc3545972e7e	03/20/2020
Qualifications and training	HTC Qualifications & Training.pdf	pdf	5e7541f65f1da0353e2b01e3	03/20/2020
Maintaining of financial records	HTC Maintaining of Financial Records.pdf	pdf	5e7543472eba6d38ef16281d	03/20/2020
Plan for obtaining marijuana or marijuana products	HTC Obtaining Marijuana or Marijuana Products.pdf	pdf	5e791f151cdd2e3910a5054e	03/23/2020
Diversity plan	HTC Trinity Final Diversity Plan.pdf	pdf	5e86d612482e703583b7b339	04/03/2020

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

## ATTESTATIONS

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

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

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

Notification: I Understand

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

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

**ADDITIONAL INFORMATION NOTIFICATION**

**Notification:** I Understand

**COMPLIANCE WITH POSITIVE IMPACT PLAN**

No records found

**COMPLIANCE WITH DIVERSITY PLAN**

No records found

**HOURS OF OPERATION**

<b>Monday From:</b> 10:00 AM	<b>Monday To:</b> 9:00 PM
<b>Tuesday From:</b> 10:00 AM	<b>Tuesday To:</b> 9:00 PM
<b>Wednesday From:</b> 10:00 AM	<b>Wednesday To:</b> 9:00 PM
<b>Thursday From:</b> 10:00 AM	<b>Thursday To:</b> 9:00 PM
<b>Friday From:</b> 10:00 AM	<b>Friday To:</b> 9:00 PM
<b>Saturday From:</b> 10:00 AM	<b>Saturday To:</b> 9:00 PM
<b>Sunday From:</b> Closed	<b>Sunday To:</b> Closed

## 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, Kyra Fernandez, (insert name) certify as an authorized representative of HTC Trinity LLC (insert name of applicant) that the applicant has executed a host community agreement with The City of Taunton (insert name of host community) pursuant to G.L.c. 94G § 3(d) on October 18<sup>th</sup>, 2019 (insert date).

Kyra Fernandez  
Signature of Authorized Representative of Applicant

### Host Community

I, Shaunna O'Connell, Mayor, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Taunton (insert name of host community) to certify that the applicant and City of Taunton (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on November 6, 2019 (insert date).

Shaunna O'Connell  
Signature of Contracting Authority or  
Authorized Representative of Host Community

Shaunna O'Connell, Mayor  
City of Taunton

## **Plan to Remain Compliant with Local Zoning**

Per 935 CMR 500.101(1)(a)(10.) and (2)(b)(9.), HTC Trinity LLC is providing a description of plans to ensure that the Marijuana Establishment (ME) is or will be compliant with local codes, ordinances, and bylaws for the physical address of the Marijuana Establishment which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

The HTC Trinity LLC proposed retail dispensary at 354 Winthrop Street in Taunton, MA received its Special Permit from the City of Taunton on January 21, 2020. The Special Permit was Approved to Allow HTC Trinity LLC to operate as a licensed Retail Marijuana Establishment and HTC Trinity LLC submitted plans to the City of Taunton that show HTC Trinity LLC will be in full compliance with all local zoning regulations once operational.

The City of Taunton has a local licensing requirement. HTC Trinity LLC applied for local licensing on March 10, 2020. Please see the attached Special permit from The City of Taunton.

Ongoing discussions will occur between HTC Trinity LLC and city officials. HTC Trinity LLC will meet with city officials on a quarterly basis to ensure compliance with the special permit, the local license and all local ordinances and zoning laws. The Special Permit needs to be renewed every five years with the City of Taunton.

**§ 222-1. License requirements.**

- A. Purpose and intent. It is the purpose and intent of this section to expand the local scope over marijuana establishments within the City of Taunton under MGL c. 94G, and its implementing regulations at 935 CMR 500, and to enable the City to further regulate, improve compliance, deter illegal sales, impose reasonable safeguards to govern the time, place and manner of marijuana establishment operations to ensure public health and safety, well-being and deter illegal sale of marijuana to underage persons and to ensure that the marijuana establishment environment is strictly controlled to meet the requirements of state law. This chapter is not intended to supersede any existing state laws and should be interpreted to operate in harmony with such laws. The authority for this chapter is in the Articles of Amendment to the Massachusetts Constitution, Art. 2, § 6, MGL c. 94G, § 3, 935 CMR 500.170, and every other lawful authority.
- B. Definitions. Any word or phrase that is defined in MGL c. 94G, § 1, or 935 CMR 500.002, as same may be amended from time to time, shall, when used in this chapter, have the same meaning.
- C. No person shall operate a marijuana establishment unless:
  - (1) A license is issued therefor, in accordance with MGL c. 94G, by the Taunton Municipal Council (hereinafter "LLA"), which will refer all license applications to the Police and License Committee;
  - (2) There is an executed host community agreement with the City of Taunton, which shall include such community impact fee as may be permitted by MGL c. 94G, § 3(d);
  - (3) A special permit has been issued by the Municipal Council in accordance with Zoning Ordinance \_\_\_\_\_; and
  - (4) The marijuana establishment is otherwise in compliance with the laws of the commonwealth and ordinances of the City of Taunton.
- D. No person shall operate a marijuana establishment in the City without a valid, active license issued by the commonwealth through the Massachusetts Cannabis Control Commission in accordance with MGL c. 94G.
- E. The number of marijuana retailers within the City shall be limited to the lowest possible number so as not to be fewer than 20% of the number of licenses issued within the City for the retail sale of

alcoholic beverages not to be drunk on the premises where sold under MGL c. 138, § 15 ("package store license"). As of June 11, 2018, there are 24 package store licenses issued, thus a maximum of five marijuana retailers may be licensed by the City.

- F. All applications for licenses under this chapter shall be made on a form or forms to be prescribed by the LLA and shall include a sworn statement by the applicant giving the names and addresses of all persons having a direct or indirect beneficial interest in the license. Every applicant, or, if the applicant is a legal entity, all principals thereof, shall be at least 21 years of age and suitable for licensure as determined by the LLA. The LLA shall require each applicant to submit, and include in the LLA's review of every application, the following:
- (1) An emergency response plan that has been filed with the Fire Department and the Police Department in accordance with MGL c. 94G, § 12(h).
  - (2) Approval of the emergency response plan by the Fire Department and Police Department, respectively.
  - (3) Written operating procedures in accordance with 935 CMR 500.105.
  - (4) A written communication from the Police Department that a security plan detailing security measures to ensure patron and community safety and to eliminate unauthorized access to the premises has been submitted to and approved by the Police Department.
- G. No license shall be transferred without the prior written consent of the LLA.
- H. All licenses must be posted under glass or equivalent protective surface and shall be posted on the licensed premises in a clear and conspicuous manner so that the same may be easily observed by a local inspector from a publicly accessible space.
- I. The fee for the license for a marijuana establishment shall be set by the LLA or Municipal Council.
- J. Every license issued under this section shall expire annually on June 30, unless sooner revoked.
- K. The LLA shall not issue a license where a proposed location would be in violation of the General Laws of the Commonwealth or any ordinance of the City of Taunton.

- L. The hours of operation of a marijuana establishment shall be set by Municipal Council in the special permit.
- M. Records that are required to be kept by state law or regulation of marijuana purchased and sold must be available when requested by members of the LLA, Police Department, local enforcement officer, or any other authorized person or entity.
- N. Within 30 days of receiving a renewal license from the Massachusetts Cannabis Control Commission, a marijuana establishment shall submit a copy to the LLA.
- O. This chapter is in addition to any other laws, regulations or ordinances that may govern a marijuana establishment.
- P. The LLA may adopt rules and regulations it deems necessary to implement this section.
- Q. Authority to inspect marijuana establishments for compliance and to enforce this chapter shall be held by the Building Commissioner, Zoning Enforcement Officers, Taunton Police Department, Taunton Fire Department, the Board of Health, the LLA and its authorized agents, or any other agency designated by the Mayor. Every marijuana establishment must permit any such authorized person access for the purpose of lawful inspection as a condition of its license.
- R. Violations.
  - (1) Violation guidelines. In the event that a licensee violates, or permits a violation of a law of the commonwealth related to recreational marijuana; this chapter or any other City of Taunton Ordinance related to recreational marijuana; or any rules and regulations promulgated by the LLA hereunder, the LLA may take the following actions, respectively:
    - (a) First violation: warning to seven-day suspension.
    - (b) Second violation: warning to thirty-day suspension.
    - (c) Third violation: seven-day suspension to revocation.
  - (2) Prior violations. Violations which occurred more than two years prior to the date of a violation shall not be used in calculating the number of for purposes of these guidelines.
  - (3) LLA discretion. The LLA may use its discretion in determining whether the facts surrounding a violation warrant action different than that suggested by the guidelines. These

guidelines shall not be construed so as to limit the LLA's authority to impose additional conditions on a license when warranted.

**DECISION OF THE  
CITY OF TAUNTON MUNICIPAL COUNCIL  
ON THE PETITION FOR  
SPECIAL PERMIT**

January 21, 2020

**Owner**  
Weder Pereira  
60R Reservoir Street  
Norton, Ma 02766

**Petitioner:**  
Kyra Fernandes  
HTC Trinity LLC  
20 Kings Court  
Taunton, Ma 02780

**For 354 Winthrop Street, Taunton, Ma**

The petition is for a Special Permit to allow a 4,140 sq ft Recreational Marijuana Retail facility at 354 Winthrop Street, Taunton, MA and located in the Highway Business District.

On or about November 22, 2019 the petitioner filed with the City of Taunton Municipal Council, a petition for a Special Permit. As required by the Zoning Ordinance, copies of the petition and plans submitted therewith were submitted to the applicable City Boards and Departments. On January 21, 2020 a public hearing was held by the Municipal Council, after proper notice as required by Massachusetts General Laws Chapter 40A, Section 11 and the City's Zoning Ordinance. In considering the petition, the Municipal Council familiarized itself with the premises and examined the location, layout and other characteristics. After reviewing the petition, plans and testimony, the Municipal Council finds that the petition was formally sufficient and submitted and reviewed in accordance with the procedures set forth in the Zoning Ordinance and that proper notice was given.

In reviewing the petition, the Municipal Council determined that this site is appropriate for this proposal and that locating said facility on this site as proposed would not be detrimental to the neighborhood and surrounding area. The Municipal Council considered whether or not the proposed use was in harmony with the general purpose and intent of the zoning ordinance. The Municipal Council took into consideration the needs of the community, the effect of the development upon the neighborhood and the community, in terms of socioeconomic impacts, utilities, traffic, landscaping, and the health and welfare of the inhabitants. The Municipal Council determined that the development is in the best interest of the City

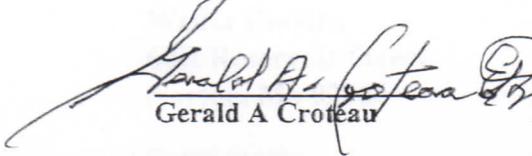
**The Municipal Council, on a motion to Grant the special permit, based on the submitted plans, accompanying materials, Departmental comments, above mentioned reasons and proposed conditions, and the Municipal Council, having voted eight (8) in favor, One (1) opposed, and None (0) absent of said motion, hereby Approves the petition of the Special Permit with the following conditions;**

Condition #1) That the plans dated June 26, 2019 and revised through April 17, 2019 shall govern with the following additional conditions:

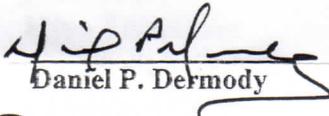
Condition #2) The special permit shall expire in 1 year unless a provisional license is obtained from the Massachusetts Cannabis Commission

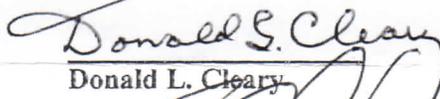
CITY OF TAUNTON MUNICIPAL COUNCIL

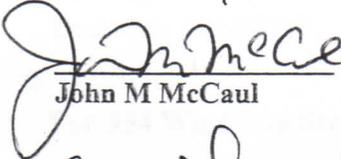
The following Municipal Council members voted in favor of the motion to Approve the petition:

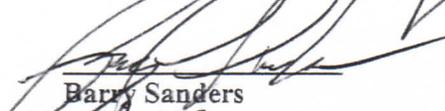
  
Gerald A. Croteau

  
David W. Pottier

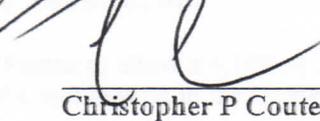
  
Daniel P. Dermody

  
Donald L. Cleary

  
John M. McCaul

  
Barry Sanders

  
Jeffrey S. Postell

  
Christopher P. Coute

*Rec'd Taunton  
City Clerk's office  
7:00 PM  
Jan. 21, 2020  
RMB*

The Following Councilor voted in opposition to the petition

  
Deborah A. Carr

The Following Councilor was absent

None

PETITION Approved

Voted: January 21, 2020

354 Winthrop Street, Recreational Marijuana Retailer

March 18, 2020

I hereby certify that twenty (20) days have elapsed from the filing of this decision with the Taunton City Clerk's Office and that no appeal of said decision has been so filed.



City Clerk



## 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, Kyra Fernandez, (insert name) attest as an authorized representative of HTC Trinity, 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 October 18, 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 11, 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 11, 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.



**COMMUNITY  
NEWSPAPER  
COMPANY**

GateHouse Media New England

**Community Newspaper Co. – Legal Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone | 781-961-3045 fax

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**Order Number: CN13840871**

**Salesperson: Matthew Vass**

Kyra Fernandez  
Fernandez, Kyra  
38 Evergreen Drive  
Taunton, MA 02780

**Title: Taunton Gazette**  
**Start date: 10/11/2019**  
**Insertions: 1**  
**Price: \$116.64**

**Class: Legals**  
**Stop date: 10/11/2019**  
**#Lines: 24 ag**

**Payment Information**

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**Receipt#**  
**Pmt. Type:**  
**CC. Number: CC. Exp.:**  
**Invoice Total: \$116.64**  
700 Myles Standish Blvd.

**LEGAL NOTICE  
COMMUNITY OUTREACH MEETING  
COMPANY NAME: HTC, LLC**

Notice is hereby given that a Community Outreach Meeting for a proposed Recreational Retail Marijuana Establishment is scheduled for October 18, 2019 at 6:00 pm in the Standish Hall, at the Holiday Inn Hotel located at 700 Myles Standish Blvd., Taunton, MA 02780. The proposed establishment is anticipated to be located at 354 Winthrop Street, Taunton, MA 02780, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000. A maximum community impact fee/tax of 3 percent of gross sales is to be paid to the city. There will be an opportunity for the public to ask questions and give feedback.

AD#13840871  
TDG 10/11/19

Classified ■ Taunton Daily Gazette ■ Friday, October 11, 2019



Legal Notices

Legal Notices

Legal Notices

Legal Notices

**LEGAL NOTICE**  
Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court  
Office of Register Suite 240  
40 Broadway  
Taunton, MA 02780  
(508)977-6040

Case No. BR19C0246CA

**IN PETITION TO CHANGE NAME**

Asma Ijaz and Babar Yousaf on behalf of

The Name of Minor has been filed by Asma  
Yousaf on behalf of Abdul Hannan of  
Taunton, MA, requesting that the court enter a Decree changing  
the name of the minor to

700 Myles Standish Blvd.

**LEGAL NOTICE**  
**COMMUNITY OUTREACH MEETING**  
**COMPANY NAME: HTC, LLC**

Notice is hereby given that a Community Outreach Meeting for a proposed Recreational Retail Marijuana Establishment is scheduled for October 18, 2019 at 6:00 pm in the Standish Hall, at the Holiday Inn Hotel located at 700 Myles Standish Blvd., Taunton, MA 02780. The proposed establishment is anticipated to be located at 354 Winthrop Street, Taunton, MA 02780, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000. A maximum community impact fee/tax of 3 percent of gross sales is to be paid to the city. There will be an opportunity for the public to ask questions and give feedback.

AD#13840871  
TDG 10/11/19

LEGAL NOTICE  
COMMUNITY OUTREACH MEETING  
COMPANY NAME: HTC TRINITY, LLC

Notice is hereby given that the Community Outreach Meeting for a proposed Recreational Retail Marijuana Establishment is scheduled for October 18, 2019 at 6:00 pm in the Standish Hall, at the Holiday Inn Hotel located at 700 Standish Blvd., Taunton, MA 02780. The proposed establishment is anticipated to be located at 354 Winthrop Street, Taunton, MA 02780, in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000. A maximum community impact fee/tax of 3 percent of gross sales is to be paid to the city. There will be an opportunity for the public to ask questions and give feedback.

Attachment C  
Notice to Abutters within  
300 ft of proposed  
location

LEGAL NOTICE  
COMMUNITY OUTREACH MEETING  
COMPANY NAME: HTC TRINITY, LLC

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**HTC TRINITY, LLC's  
PLAN TO POSITIVELY IMPACT  
AREAS OF DISPROPORTIONATE IMPACT**

Per 935 CMR 500.101(1)(a)(11); HTC Trinity, LLC has developed the following plan to positively impact areas of disproportionate impact. The City of Taunton has been designated an area of disproportionate impact by the Cannabis Control Commission (CCC).

HTC Trinity, LLC attests that it acknowledges and is aware, and 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.

HTC Trinity, LLC also attests that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

**GOALS**

1. To develop long term partnerships with local non profit organizations to create a positive footprint in the community.
  
2. To provide two free educational seminars per year regarding the impact of under age marijuana/drug use, the use of marijuana to address the opiate crisis, and parental engagement and education around teenage marijuana/drug use.

## PROGRAMS

1. HTC Trinity, LLC has established a relationships with two local non profit organizations:

- Avion Cares
  - Avion Cares is a tax exempt public charity under IRS code 501 (c) (3). The mission of Avion Cares is to daily find active and creative solutions to the problems facing displaced members of our community. Project Care: Packages for foster children, We aim to arm DCF workers with duffle bags to replace the trash bags they currently carry. In addition, we provide care package backpacks full of essential items & school supplies to help children in foster care transition from one place to another.
  - HTC Trinity, LLC will work with Avion Cares to improve their programs in ways that will benefit the residents of Taunton including surrounding towns and their families. HTC Trinity will donate \$5,000.00 annually to Avion Cares to assist in their mission to aid Foster Children. HTC Trinity will also donate 20 Hours annually for assistance with Project Care's needs.
- Taunton Pop Warner
  - Taunton Pop Warner is a local nonprofit educational organization focused on providing supervised programs of football and cheerleading. Our aim is to firmly implant in our children of the community the idea of good sportsmanship, scholarship, honesty, loyalty, courage and respect for authority. This idea will foster well-adjusted, stronger and happier children who will grow to be decent, healthy and trustworthy citizens.
  - HTC Trinity, LLC will donate \$5,000.00 annually to Taunton Pop Warner. The funds will be allocated as such: \$2,500.00 to scholarship funds for low income households and the other \$2,500.00 to equipment & other sports related gear needed for athletes of low income families.

2. HTC Trinity, LLC will provide two free educational workshops per year for the Taunton Public School System, Girls Inc, Taunton Boys & Girls Club & the YMCA to educate on the impact of under age marijuana. These programs will focus on youth brain development, correlations with academic achievement and delinquent behavior, as well as increasing parental engagement and education. Findings suggest that age of first marijuana use has an association with academic achievement such that earlier ages of first use are associated with lower academic achievement later in adulthood. HTC Trinity, LLC is committed to the youth of the City of Taunton and will focus on youth empowerment, engagement, and education to improve the health and future of our city for generations to come. HTC Trinity, LLC will partner with local substance abuse programs to address the opiate crisis affecting the greater Taunton area and the use of marijuana and CBD to treat opiate dependency and pain management. HTC Trinity, LLC will work with these programs to address needs within their program to address the concerns impacting our community. Each seminar will accommodate at least 100 individuals. HTC Trinity intends to partner with Taunton Comprehensive Treatment Center, 66 Main Street & Community Counseling of Bristol County, 1 Washington Street both located in Taunton, MA 02780.

## **MEASUREMENTS**

1. HTC Trinity, LLC will keep a record of donations to Avion Cares & Taunton Pop Warner by means of canceled checks. HTC Trinity will keep a record of hours volunteered. Volunteered hours will be documented using the following: Organizations name, employees name, employee ID, date of volunteered time, # of hours volunteered time (1 hour increments minimum for volunteered time), location and description of volunteer work along with a section for the organization to sign off/acknowledge hours volunteered.

2. HTC Trinity, LLC will retain records of all educational workshops performed by documenting the following: Organization name, location of seminar, date & time of seminar, topic of discussion & number of attendees.

\*All of the above metrics will be provided upon annual renewal of the license. HTC Trinity, LLC acknowledges that the progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).\*



**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: 001406117

1. The exact name of the limited liability company is: HTC TRINITY, LLC

2a. Location of its principal office:

No. and Street: 20 KINGS COURT  
 City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

No. and Street: 20 KINGS COURT  
 City or Town: TAUNTON State: MA Zip: 02780 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:

TO PURSUE LICENSES FOR CULTIVATION AND RETAIL SALES OF CANNABIS PRODUCTS. THE BUSINESS WILL NOT ENGAGE IN THE SALE OR CULTIVATION OF MARIJUANA OR ANY OF THE RELATED REGULATED PRODUCTS

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KYRA FERNANDEZ  
 No. and Street: 38 EVERGREEN DR  
 City or Town: TAUNTON State: MA Zip: 02780 Country: USA

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

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

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

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

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

SOC SIGNATORY

KYRA FERNANDEZ

20 KINGS COURT  
TAUNTON, MA 02780 USA

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

<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	KYRA FERNANDEZ	20 KINGS COURT TAUNTON, MA 02780 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of October, 2019,  
KYRA FERNANDEZ**

*(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:

October 11, 2019 02:10 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*



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

William Francis Galvin  
Secretary of the  
Commonwealth

October 28, 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

**HTC TRINITY, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 11, 2019.**

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; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

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

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **KYRA FERNANDEZ**



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/TAX COMPLIANCE REQUEST STATUS



KYRA FERNANDEZ  
HTC TRINITY, LLC  
38 EVERGREEN DR  
TAUNTON MA 02780-1210

000126

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

We received your request for a Certificate of Good Standing and/or Tax Compliance for HTC TRINITY, LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

### *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

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: n3v4wg

Edward W. Coyle, Jr., Chief  
Collections Bureau

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
HTC Trinity, LLC**

This Single-member LLC Operating Agreement represents HTC Trinity, LLC that was formed in the State of Massachusetts on October 28 2019, hereinafter known as the "Company".

Kyra Fernandez of 38 Evergreen Drive, Taunton, Massachusetts, 02780 is recognized as the sole member of the Company (the "Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business

The name of the Company is HTC Trinity, LLC with a principal place of business at 354 Winthrop Street, Taunton, Massachusetts, 02780. The mailing address shall be 38 Evergreen Drive, Taunton, Massachusetts, 02780.

2. Registered Agent

The name of the Registered Agent is Kyra Fernandez with a registered office located at 20 Kings Court, Taunton, Massachusetts, 02780 for the service of process as of October 28 2019. This may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Massachusetts.

3. Formation

The Company was formed on October 28 2019, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Massachusetts (the "Statutes").

4. Purpose

The purpose of the Company is To engage in and conduct all lawful business practices pertaining to the sale of cannabis and cannabis products for recreational use for those 21 years of age or older.

5. Term

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions

The Member(s) will not be making an initial Capital Contribution to the LLC.

7. Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any

Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

#### 8. Books, Records and Tax Returns

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December. The Member intends that the Company, as a single member LLC, shall be taxed as a C-Corporation in accordance with the provisions of the Internal Revenue Code.

#### 9. Bank Accounts

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

#### 10. Management of the Company

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Massachusetts.

#### 11. Ownership of Company Property

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

#### 12. Dissolution and Liquidation

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the

Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

### 13. Indemnification

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

### 14. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

**IN WITNESS WHEREOF**, the Member(s) have executed this Agreement on October 28 2019.

The Member(s) of HTC Trinity, LLC



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Kyra Fernandez

04/01/2020

To Whom It May Concern:

HTC Trinity, LLC does not have employees therefore can not register with the Department of Unemployment Assistance.

Thank you,

Kyra Fernandez  
HTC Trinity, LLC

A handwritten signature in black ink that reads "Kyra Fernandez". The signature is written in a cursive style with a large, stylized 'K' and 'F'.

The logo consists of a horizontal line with a teal segment on the left and an orange segment on the right.

# HTC Trinity LLC

HTC Trinity LLC is proposed to be a recreational retail cannabis company dedicated to providing MA residents, 21 years of age or older, high quality recreational cannabis products, including flowers, oils, and edibles, among other products.

HTC Trinity LLC, HTC which is an abbreviation for Home Town Connection, has as one of its core values to establish relationships with locally based companies, thus creating an opportunity to keep profits on a local level.

HTC Trinity LLC (Kyra Fernandez) is a social equity applicant. HTC Trinity is in the process of applying for Certification with OSD as a Women / Minority Owned Business.

The logo consists of a horizontal line with a teal segment on the left and an orange segment on the right.

# **HTC Trinity, LLC**

## **354 Winthrop St. Taunton, MA**

Proposed 4,140 sq foot building (retail, storage and packaging)

65 parking spaces

Hours of Operation: 10am-9pm Monday-Saturday



# Mission Statement

Female, minority, business owner and lifelong resident of Taunton pursuing a Recreational Cannabis Retail License in the city of Taunton and creating a positive impact in our community. Focus will be on developing successful and sustainable, local community partnerships within the city. Core values include youth engagement and education, civic responsibility, and empowerment of women and other minorities disadvantaged by social or economic circumstances.



# Personal Bio - Kyra Fernandez

Bachelors of Science in Accounting and Finance - Bridgewater State University 2011

Licensed Real Estate Agent MA- June 2004

Certified Tax Preparer - 2005

Owner Fernandez Accounting - 2011

Licensed Real Estate Broker MA/RI- December 2018

Owner Trinity Realty - January 2019

Wife & Mother of 3 children - 8, 11, and 16 years old

Lifelong Taunton resident

# Operating expenses

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Estimated Capital Needed for Initial Startup **\$550,000**

Cost of land & Buildout, Taxes and Insurance

Monthly Financed Payment- Approx \$7,000 / month; 6 months carrying cost **\$42,000**

Downpayment for land and buildout **\$160,000**

Inventory, packaging and other supplies weekly approx **\$100,000**

Security System, POS system, furniture, display counters, refrigerators, freezers, safes, computer software... etc **\$150,000**

Staffing/payroll - **\$15,000-20,000** weekly (payroll cost both prior and post opening)

# Business Plan

HTC Trinity plans to finance the land and build out of the retail space with Bay Coast Bank. Bay Coast Bank has expressed interest in funding the project through their Cannabis Program. In order to begin the building phase HTC Trinity will need to obtain Provisional Licensing with the CCC. At which time Bay Coast Bank will finance the land and build out of the retail site.

HTC Trinity is currently in negotiations with a local private investor who is interested in contributing capital to HTC Trinity to fund the operational costs such as on going payroll, mortgage payments, utilities and inventory prior to opening for business. The investors information will be added to the state application as soon as all negotiations have concluded.

HTC Trinity is in the process of establishing as a client with Bay Coast Banks CRB Program. Bay Coast Bank will be able to provide operational services once HTC Trinity is open for business. They are also establishing an investor account and will vet any and all private investors through the bank.



# Expected Monthly Sales \$280,000

Average Sale per transaction/customer \$100.00

Average Number of Customers Per Week Day 110

$$110 \times \$100 = \$11,000 \times 20 \text{ days/month} = \$220,000$$

Average Number of Customers on Saturday 150

$$150 \times \$100 = \$15,000 \times 4 \text{ days/month} = \$60,000$$



72 River Park Street Needham MA 02494 617-500-1824

Cannabis Control Commission  
Union Station,  
2 Washington Square,  
Worcester, MA 01604

RE: HTC Trinity, LLC

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. HTC Trinity, LLC has purchased a bond with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to HTC Trinity, LLC as soon as a bindable proposal is available.

Quadscore Insurance Services  
Cannasure Insurance Services, Inc.  
Next Wave Insurance Services LLC  
Canopius US Insurance Company  
United Specialty Insurance Company

Best Regards,

*James Boynton*

James Boynton  
Managing Broker  
MA Insurance License #1842496

**HTC Trinity, LLC**  
**Restricting Access to Age 21 or Older**

As an adult use marijuana establishment and pursuant to 935 CMR 500.140(2), upon entry into the premise of HTC Trinity, LLC by an individual, a HTC Trinity, LLC agent shall immediately inspect the individual's proof of identification and determine the individual's age. An individual shall not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. The restriction that an individual must be 21 years of age or older applies to all visitors, employees, agents and consumers. Anyone violating this age restriction will be immediately reported to local authorities and all incidents of violating this mandate will be immediately reported to the Cannabis Control Commission.

## **HTC Trinity, LLC**

### **Quality Control and Testing of Product**

Pursuant to 935 CMR 500.160, HTC Trinity, LLC will not sell or market any marijuana product that is not capable of being tested by Independent Testing Laboratories, including testing of marijuana products and environmental media. HTC Trinity, LLC will implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by HTC Trinity, LLC for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to HTC Trinity, LLC by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). HTC Trinity, LLC will never sell or market adult use 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.

In accordance with 935 CMR 500.130(2), HTC Trinity, LLC will prepare, handle and store all edible marijuana products in compliance with the sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. HTC Trinity, LLC 's policies will include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination.

Pursuant to 935 CMR 500.105(11)(a)-(e), HTC Trinity, LLC will provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. HTC Trinity, LLC will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. HTC Trinity, LLC storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. HTC Trinity, LLC storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Environmental media will be tested in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Department of Public Health pursuant to 935 CMR 500.160(1). All testing results will be maintained by HTC Trinity, LLC for no less than one year in accordance with 935 CMR 500.160(3).

HTC Trinity, LLC will only sell products that have passed testing. Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

## **HTC Trinity, LLC Personnel Policies**

Per 935 CMR 500.101(1)(c) and (2)(e), HTC Trinity, LLC will provide a detailed summary of all operating policies and procedures as they pertain to Personnel Records for the Adult Use Marijuana Establishment. It is HTC Trinity, LLC's policy to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, promotions, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. HTC Trinity, LLC will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, determined by HTC Trinity, LLC to be involved in discriminatory practices are subject to disciplinary action and may be terminated. HTC Trinity, LLC strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

Per 935 CMR 500.105(1), HTC Trinity, LLC shall have and follow a set of detailed written operating procedures. HTC Trinity, LLC's operating procedures include, but are not limited to, a staffing plan and staffing records in compliance with 935 CMR 500.105(9); as required in 935 CMR 500.105(1)(h). HTC Trinity, LLC will follow written operating procedures on alcohol, smoke, and drug-free workplace policies; (935 CMR 500.105(1)(j)); A plan describing how confidential information will be maintained; (935 CMR 500.105(1)(k)); and in accordance with 935 CMR 500.105(1)(l), 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 regard 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.

All HTC Trinity, LLC employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by HTC Trinity, LLC and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105(2), all owners, managers and employees of HTC Trinity, LLC that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. HTC Trinity, LLC will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

## **HTC Trinity, LLC Record Keeping Procedures**

HTC Trinity, LLC records will be available to the Cannabis Control Commission (“CCC”) 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 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to, job descriptions for each employee, organizational charts, staffing plans, personnel policies and procedures and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with HTC Trinity, LLC, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at the expense of HTC Trinity, LLC and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

## **HTC Trinity, LLC**

### **Qualifications and Training**

Pursuant to 935 CMR 500.105(2)(a) HTC Trinity, LLC will ensure all dispensary agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive ten hours of on-going training annually. New dispensary agents will receive employee orientation prior to beginning work with HTC Trinity, LLC. Each department managed will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of HTC Trinity, LLC that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. HTC Trinity, LLC will maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: information about marijuana’s effect on the human body, preventing diversion, compliance with tracking requirements, identifying acceptable forms of ID, such as medical patient cards, and all state and local laws for marijuana.

All employees will be registered as agents, in accordance with 935 CMR 500.030. HTC Trinity, LLC employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of HTC Trinity, LLC shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in each dispensary agents file. Training records will be kept by HTC Trinity, LLC for at least one year after each agents’ termination. Dispensary agents will have continuous quality training and a minimum of 10 hours additional training throughout the year.

## **HTC Trinity, LLC**

### **Maintaining of Financial Records**

Per 935 CMR 500.101(1)(c) and (2)(e), HTC Trinity, LLC will provide a detailed summary of all operating policies and procedures as they pertain to Maintenance of Financial Records for the Adult Use Marijuana Establishment.

HTC Trinity, LLC will have a policy to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends 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 non-profit corporation. Following the closure of HTC Trinity, LLC, all records will be kept for at least two years at the expense of HTC Trinity, LLC and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Financial records shall be kept for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

Per 935 CMR 500.140(6), HTC Trinity, LLC acknowledges and will comply with the following regulations for the recording of sales in a Marijuana Retail Establishment:

“(a) A Marijuana Retailer shall only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR. (b) A retailer may utilize a sales recording module approved by the DOR. (c) A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data. (d) A retailer shall 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. A Marijuana Retailer shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If a retailer determines 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. it shall immediately disclose the information to the Commission; 2. it shall 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. (e) A retailer shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. (f) A retailer shall adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales. (g) The Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000; (h) A retailer that is co-located with a

medical marijuana treatment center shall maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).”

HTC Trinity, LLC has plans to be in full compliance within all retail sales regarding the prohibition of software and other methods that can manipulate sales data, and will conduct monthly sales equipment and data software checks. HTC Trinity, LLC recognizes the seriousness of discovering the manipulation of sales data and will immediately report this finding to the Cannabis Control Commission if one ever occurs. HTC Trinity, LLC also follows the above mentioned record keeping requirements, has separate accounting practices for marijuana and non-marijuana sales, and will provide bi-annual sales data reports to the Cannabis Control Commission for purposes of ensuring adequate marijuana supply.

## **HTC Trinity, LLC's DIVERSITY PLAN**

Per 935 CMR 500.101(1)(c)(7)(k); HTC Trinity, LLC has developed the following Diversity Plan “to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation,” for the operation of its proposed Marijuana Retail Establishment. HTC Trinity, LLC is a minority and woman owned business, as well as a Social Equity Applicant (SEA #304620) in the Social Equity Program with the Cannabis Control Commission. HTC Trinity, LLC believes at its core that diversity is the cornerstone of the Cannabis Industry.

HTC Trinity, LLC attests that it acknowledges, is aware, and 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.

HTC Trinity, LLC also attests that any actions taken, or programs instituted, will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

### **Goal:**

1. HTC Trinity, LLC will actively pursue diverse applicants and seek to retain a diversified workforce by increasing the number of minorities, women, veterans, people with disabilities, and LGBTQ+ that are employed in the cannabis industry in Massachusetts. HTC Trinity, LLC shall hire the following:

- 60% women;
- 50% minorities;
- 30% veterans;
- 10% persons with disabilities; and
- 10% LGBTQ+

## Programs:

1. HTC Trinity, LLC will advertise employment in at least 5 different forums per year that specifically promote recruiting diverse populations in the workforce. HTC Trinity shall post quarterly advertisements with the local newspaper stating that the establishment is specifically looking to hire minorities, women, veterans, people with disabilities, and/or LGBTQ+. Advertisements for employment with the employment agencies and career centers will state the same that HTC Trinity, LLC is specifically looking to hire minorities, women, veterans, people with disabilities, and/or LGBTQ+. HTC Trinity will advertise in the following forums;

- Taunton Daily Gazette, 5 Cohannet Street, Taunton, MA
- MAhire Taunton Career Center, 72 School Street, Taunton, MA
- PeopleReady, 1 Washington Street, Taunton, MA
- HW Staffing Solutions, 274 Broadway 1st floor, Taunton, MA
- Pride Inc, 3 Maple Street, Taunton, MA

2. HTC Trinity, LLC will participate in at least 2 job fairs per year with a focus on diversity.

- Southeastern Massachusetts Regional Job & Career Fair
  - Local Job fair held annually in April in Taunton, MA, location to be determined on an annual basis. Dick Shafer is the Chairman, Taunton Employment Task Force, at 508-250-4152 or e-mail at [dshafer@tauntonmass.us](mailto:dshafer@tauntonmass.us).
- Boston's Annual Diversity Employment Day Career Fair
  - Career Fair held annually in May in Boston, location to be determined on an annual basis; free to candidates (potential employees); Multicultural backgrounds, People with Disabilities, Women, LGBTQ+ & Veterans encouraged to attend.

3. HTC Trinity, LLC will offer an annual diversity training for employees to understand diversity by its definition, to develop a standard for working with and serving people from

diverse populations and to address strategies for dealing with interpersonal conflicts and addressing differences within the various diverse demographics. Opportunities for training and development will be encouraged and provided for employees to maximize their potential in order to recruit and retain a high-performing workforce, promote diversity, and promote new ideas and innovation.

### **Measurements:**

1. HTC Trinity, LLC will ensure that 60% of its workforce is staffed with individuals from diverse populations and will track the diversity of all hires by counting the number of individuals hired who are women, minorities, veterans, persons with disabilities and LGBTQ+. This number will be assessed from the total number of individuals hired to ensure that 60% of all individuals hired fall within this goal.

2. HTC Trinity, LLC will keep a written log of all communications and advertisements for employment with the 5 forums, Taunton Daily Gazette (quarterly advertisement), MAhire Taunton Career Center, PeopleReady, HW Staffing Solutions & Pride Inc. Advertisements will be posted on a quarterly basis. HTC Trinity will also keep record of applicants that have applied for employment that were referred by any of the 5 forums listed. HTC Trinity will include a question on the hiring application asking where the applicant heard of the job opportunity with an option to choose one of the five forums listed above.

3. HTC Trinity, LLC will keep a written log of attendance at the following Job Fairs on an annual basis. (Southeastern Massachusetts Regional Job & Career Fair & Boston's Annual Diversity Employment Day Career Fair). Records will be maintained for 5 years.

4. HTC Trinity, LLC will keep a written log of Diversity Trainings with all employees to be conducted on an annual basis. A written log including the employees name, employee ID, date of training and location of training will be documented and retained in the employees hiring folder for 3 years.

\* HTC Trinity, LLC does not intend to donate time, goods, services or monies to any of the forums listed above. The forums listed above will be utilized for recruitment purposes only. \*

\*It is HTC Trinity LLC's mission to provide equal opportunity in all areas of employment, including recruitment, hiring, training and development, advertising, transfers, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. HTC Trinity, LLC will make reasonable accommodations for qualified individuals with known disabilities, in accordance with applicable law. We are dedicated to attracting and supporting a diverse workforce and staff population enhanced multicultural learning opportunities. It is our mission to work, learn, and develop in a community that embraces the diversity of individuals and ideas, including race, ethnicity, religion, spiritual beliefs, national origin, age, gender, marital status, sexual orientation, physical ability, political affiliation, economic status, and intellectual perspective. \*

\*All of the above metrics will be provided upon annual renewal of the license. HTC Trinity, LLC acknowledges that the progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).\*