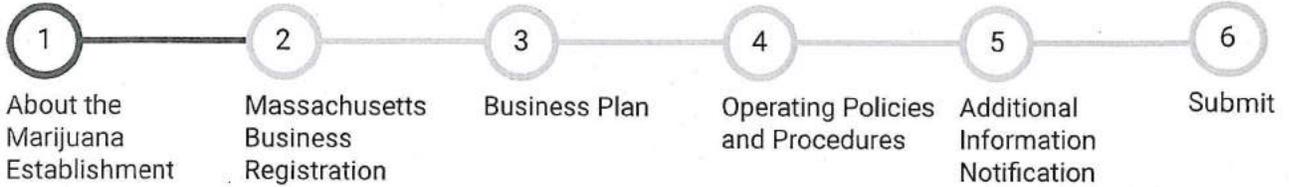


**COMPLETED MANAGEMENT AND OPERATIONS  
PROFILE FOR MARIJUANA RETAILER  
APPLICATION**



Cannabis Control Commission > My Licenses > Marijuana Retailer



Application #: MRN282571

### About the Marijuana Establishment

Please provide information on the Marijuana Establishment below. All fields marked with an \* are required.

Business Legal Name \*  Federal Tax Identification Number EIN/TIN \*

Phone Number \*  Email Address \*

Business Address 1 \*  Business Address 2

Business City \*  Business State \*  Business Zip Code \*

Mailing Address 1 \*  Mailing Address 2

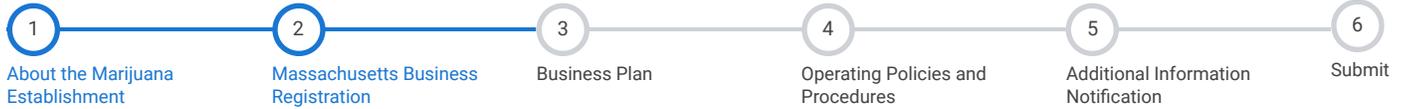
Mailing City \*  Mailing State \*  Mailing Zip Code \*

Save & Stay On This Page

Save & Go To Next Page >>

Exit

Cannabis Control Commission > [My Licenses](#) > [Marijuana Retailer](#)



**Application #: MRN282571**

## Massachusetts Business Registration

*A Marijuana Establishment must:*

- Be registered to do business in the Commonwealth of Massachusetts as a domestic business corporation or another domestic business entity
- Maintain the corporation in good standing with the Secretary of the Commonwealth of Massachusetts
- Maintain the corporation in good standing with the Massachusetts Department of Revenue

If you do not know the Massachusetts Business Identification Number for the Marijuana Establishment, you can look it up on this website:

<https://corp.sec.state.ma.us/corplib/CorpSearch/CorpSearch.aspx>

Massachusetts Business Identification Number \*

001376740

Doing-Business-As Name

If applicable, the business name registered with a local city or town clerk if different

DBA Registration City

*The Massachusetts city or town in which the DBA is registered.*



Required Business Documentation \*

Please upload and categorize each of these four required documents:

- Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts
- Certificate of Good Standing from the Massachusetts Department of Revenue
- Articles of Organization
- Bylaws

	<p><b>Document Name:</b> Northeast Select Harvest - Articles of Organization.pdf</p> <p><b>Document Category:</b> Articles of Organization</p> <p><b>Upload Date:</b> 4/3/19</p>	
	<p><b>Document Name:</b> Northeast Select Harvest - Cert. of Good Standing (MA Secretary of the Commonwealth).pdf</p> <p><b>Document Category:</b> Secretary of Commonwealth - Certificate of Good Standing</p> <p><b>Upload Date:</b> 4/3/19</p>	
	<p><b>Document Name:</b> Northeast Select Harvest - Draft Corporate Bylaws.pdf</p> <p><b>Document Category:</b> Bylaws</p> <p><b>Upload Date:</b> 4/4/19</p>	

[Drag document\(s\) or click here](#)

# **ARTICLES OF ORGANIZATION**



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

Minimum Fee: \$250.00

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

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

**Identification Number:** 001376740

**ARTICLE I**

The exact name of the corporation is:

NORTHEAST SELECT HARVEST CORP.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	275,000	\$0.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. B. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L.C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THIS RIGHT OF INDEMNIFICATION SHALL NOT EXIST IN RELATION TO MATTERS AS TO WHICH IT IS ADJUDGED IN ANY ACTION, SUIT OR PROCEEDING THAT THESE PERSONS ARE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF DUTY. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. C. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. D. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. E. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. F. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

**Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.**

## ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the 90th day

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

**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: ROBERT GREGORY  
No. and Street: 23 CHESTER STREET  
City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ROBERT GREGORY	23 CHESTER STREET SOMERVILLE, MA 02144 USA
TREASURER	MARIA CACCIOLA	66 STARK AVENUE REVERE, MA 02151 USA
SECRETARY	ROBERT GREGORY	23 CHESTER STREET SOMERVILLE, MA 02144 USA
VICE PRESIDENT	MARIA CACCIOLA	66 STARK AVENUE REVERE, MA 02151 USA
DIRECTOR	CHRISTOS POUTAHIDIS	147 WILLOW AVENUE SOMERVILLE, MA 02144 USA

**d. The fiscal year end (i.e., tax year) of the corporation:**  
December

**e. A brief description of the type of business in which the corporation intends to engage:**

APPLYING FOR A CANNABIS CONTROL COMMISSION LICENSE

**f. The street address (post office boxes are not acceptable) of the principal office of the corporation:**

No. and Street: 23 CHESTER STREET  
City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

**g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):**

No. and Street: 23 CHESTER STREET  
City or Town: SOMERVILLE State: MA Zip: 02144 Country: USA

**which is**

its principal office  
 an office of its secretary/assistant secretary  
 an office of its transfer agent  
 its registered office

**Signed this 2 Day of April, 2019 at 1:19:34 PM by the incorporator(s).** (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity, and the title he/she

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THE COMMONWEALTH OF MASSACHUSETTS

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

April 02, 2019 01:17 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*

**CERTIFICATE OF GOOD STANDING –  
SECRETARY OF THE COMMONWEALTH**



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

William Francis Galvin  
Secretary of the  
Commonwealth

April 2, 2019

TO WHOM IT MAY CONCERN:

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

**NORTHEAST SELECT HARVEST CORP.**

is a domestic corporation organized on **April 2, 2019**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

NORTHEAST SELECT HARVEST CORP. – CERTIFICATE OF GOOD STANDING: DEPARTMENT OF  
REVENUE

Documentation will be submitted for state level application process pending Somerville Host  
Community Agreement selection.

# **BYLAWS**

**BYLAWS  
OF  
NORTHEAST SELECT HARVEST CORP.**

## BYLAWS OF NORTHEAST SELECT HARVEST CORP.

### ARTICLE I: GENERAL

**Section 1.01 Name and Purposes.** The name of the Corporation is **NORTHEAST SELECT HARVEST CORP.** (the “**Corporation**”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “**Articles of Organization**”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“**Chapter 156D**”).

**Section 1.02 Articles of Organization.** These Bylaws (“**Bylaws**”), the powers of the Corporation and its shareholders and Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

**Section 1.03 Corporate Seal.** The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

**Section 1.04 Fiscal Year.** The fiscal year of the Corporation shall commence on January 1, and end on the following December 31 of each year, unless otherwise determined by the Board of Directors.

**Section 1.05 Location of Principal Office of the Corporation.** The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

### ARTICLE II: SHAREHOLDERS

**Section 2.01 Place of Meeting.** Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

**Section 2.02 Annual Meeting.** The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board

of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation; (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

**Section 2.03 Special Shareholders' Meetings.** Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors or by shareholders entitled to cast not less than ten percent (10%) of the corporation's voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the Chair of the Board (if any), President, Vice President (if any) or Secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

**Section 2.04 Shareholder Nominations and Proposals.** For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the "**Proposing Shareholder**") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Corporation. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Corporation no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.03 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section 2.04 simultaneously with the written request for the

meeting submitted to the Secretary or within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the Proposing Shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the Proposing Shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
  - (i) The name, age, business and residence address of the candidate;
  - (ii) The principal occupation or employment of the candidate; and
  - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

**Section 2.05 Notice of Shareholders' Meeting.** Except as otherwise provided by law, written notice stating the place, day and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the Secretary, assistant Secretary, transfer agent or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary, or the officer or person calling the meeting, to each shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board of Directors, the notice shall also provide a description of the means of any electronic transmission by and to the Corporation or electronic video screen communication by which shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records

of the Corporation, with postage thereon prepaid. Notice may be given to the shareholder by electronic transmission. Notice by electronic transmission is deemed given when the notice satisfies any of the following requirements:

(a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.

(b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.

(c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.

(d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two (2) consecutive notices to such shareholder by such means or (ii) the inability to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

#### **Section 2.06 *Reserved***

**Section 2.07 Fixing the Record Date.** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date.

**Section 2.08 Quorum of and Action by Shareholders.** A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group

includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

- a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.
- b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

#### **Section 2.09 *Reserved***

**Section 2.10 Conduct of Meetings.** The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors, shall serve as the presiding officer. The Secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

**Section 2.11 Voting of Shares.** Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of common stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

**Section 2.12 Consent of Absentees.** The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice, or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

**Section 2.13 Voting by Proxy or Nominee.** Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

**Section 2.14 Action by Shareholders Without a Meeting.** Any action, that, under any provision of Chapter 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and *provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

**Section 2.15 Automatic Divestiture.** If, during anytime while the Corporation holds a local or state marijuana business license, any of the following occur to a shareholder or to a member of an entity that is a shareholder of the Corporation, all interests of that shareholder in the Corporation (the "Affected Shareholder") will automatically and immediately terminate, and the Affected Shareholder will cease to be a shareholder:

- (a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in

a marijuana business; *however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Corporation's marijuana business license(s) based upon such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder's shares shall not be subject to divestiture under this Section 2.15;

(b) The Affected Shareholder or any entity that it owns or controls incurs a revocation of any Massachusetts marijuana business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Corporation's marijuana business license;

(c) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation stating that the Affected Shareholder is unfit to have an ownership or economic interest in a marijuana business;

(d) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation against the issuance to the Corporation of a marijuana business license or revokes a marijuana business license, which recommendation cites the participation of the Affected Shareholder as a material factor in the decision, or the applicable cannabis regulatory body or local licensing authority conditions the issuance of a marijuana business license on the Corporation removing the Affected Shareholder in the Corporation;

(e) The applicable cannabis regulatory body or local licensing authority advises the Corporation in writing, or it is otherwise determined by court order, that a decision on the Corporation's marijuana business license is being delayed beyond one (1) year following the filing of the Corporation's application for a marijuana business license, and the Corporation is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Shareholder;

(f) The Affected Shareholder demonstrates a repeated failure to attend meetings with the applicable cannabis regulatory body or any local licensing authority as required for Corporation business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Shareholder fails to provide information to the applicable cannabis regulatory body which is requested by or required by the applicable cannabis regulatory body.

(h) If the Affected Shareholder is a partnership or other business entity and not a natural person, a member of the Affected Shareholder is disqualified from obtaining an ownership interest in a licensed marijuana business by final written determination of the applicable cannabis regulatory body, unless, unless such member is divested from the Affected Shareholder in a timely manner.

## **Section 2.16 Redemption of Shares Following Automatic Divestiture.**

(a) The Corporation shall continue in existence notwithstanding the automatic termination of any Affected Shareholder pursuant to Section 2.15 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.15, above, is due to a member, shareholder, manager, director or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law or the applicable cannabis regulatory body provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director or officer that caused any of the events enumerated in Section 2.15, above, pursuant to the terms of the Affected Shareholder's governing documents.

(b) The Corporation shall be liable for the terminated ownership interest of the Affected Shareholder as follows:

(i) The Corporation and the Affected Shareholder shall determine the fair market value of the Affected Shareholder's shares by a mutually agreed upon third party appraisal.

(ii) If the Affected Shareholder and the Corporation cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Shareholder's shares shall be averaged and used for calculating the Payoff Note (as defined herein).

(iii) Once the value of the Affected Shareholder's shares is determined in relation to the Corporation's fair market value, the Corporation shall deliver a note (the "**Payoff Note**") to the Affected Shareholder for fifty percent (50%) of the asset value of Affected Shareholder's shares. The Payoff Note may be payable over a five (5) year period and may bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or may be discounted (using the same rate) to present value if an earlier payoff is required under the applicable laws and regulations. The terms of the Payoff Note may include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Corporation may sell the Affected Shareholder's shares, in accordance with the terms of these Bylaws, to finance the Payoff Note or for any other lawful reason.

## **ARTICLE III: DIRECTORS**

**Section 3.01 Number of Directors; Identity of Initial Directors.** The authorized number of Directors of the Corporation shall be one (1) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial sole Director shall be Christos Poutahidis.

**Section 3.02 Powers.** All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

**Section 3.03 Term of Office.** Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

**Section 3.04 Vacancies and Newly Created Directorships.** Vacancies and newly created directorships, whether resulting from an increase in the size of the Board of Directors, from the death, resignation, disqualification or removal of a Director or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or/solely by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

**Section 3.05 Removal.** The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one (1) or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

**Section 3.06 Resignation.** A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

**Section 3.07 Meetings of Directors.**

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President, Vice President (if any), Chairman of the Board, the Secretary, by any two (2) Directors or by one (1) Director in the event that there is only one (1) Director. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery or orally. If notice is mailed, it shall be deposited in the United States mail at least two (2) days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.

(c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

**Section 3.08 Electronic Participation.** Members of the Board may participate in a meeting through conference telephone, electronic video screen communication or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

**Section 3.09 Quorum of and Action by Directors.** A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless Chapter 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

**Section 3.10 Compensation.** Directors may receive compensation for their services, and the Board of Directors may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board of Directors or committee thereof. A Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity. The Directors may, from time to time, establish compensation policies of the Corporation consistent with this Section 3.10.

**Section 3.11 Action by Directors Without a Meeting.** Any action required or permitted to be taken by the Board of Directors or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the Secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

**Section 3.12 Committees of the Board of Directors.** The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and

to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Amend or repeal bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (e) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.

The Board of Directors, by resolution adopted by the majority of authorized Directors, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of the committee or for the purposes of any written action by the committee.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

#### **ARTICLE IV: OFFICERS**

**Section 4.01 Positions and Election.** The officers of the Corporation shall be elected by the Board of Directors and shall be a President, a Secretary, a Treasurer and all other officers as may from time to time be determined by the Board of Directors. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one (1) or more Vice Presidents or assistant Vice Presidents, one (1) or more assistant Secretaries, a Chief Financial Officer and a Chief Operations Officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

**Section 4.02 Removal and Resignation.** Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the

Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the President, the Secretary or the Board.

**Section 4.03 Powers and Duties of Officers.** The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

#### **ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS**

**Section 5.01 Indemnification of Officers or Directors.** The Corporation shall, to the extent permitted by Chapter 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

**Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure.** The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

The Corporation may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Corporation could indemnify the agent against the expense under applicable law or the provisions of this Article V.

#### **ARTICLE VI: SHARE CERTIFICATES AND TRANSFER**

**Section 6.01 Share Certificates.** Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences and privileges regarding classified shares or a class of shares with two (2) or more

series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i), the President, or a Vice President and (ii) the Chief Financial Officer, an assistant Treasurer, the Secretary or any assistant Secretary.

**Section 6.02 Transfers of Shares.** No shares of Common Stock of the Corporation may be subject to Transfer (as defined herein) without the approval of no less than unanimous consent of the Board. Notwithstanding any other provision of these Bylaws, each shareholder agrees that it will not, directly or indirectly, Transfer any of its shares or share equivalents, and the Corporation agrees that it shall not issue any shares or share equivalents if such Transfer would cause the Corporation to be unfit for licensure by the applicable cannabis regulatory body or otherwise subject to the applicable cannabis regulatory body for disciplinary action. In any event, the Board may refuse the Transfer of shares to any person if such Transfer would have a material adverse effect on the Corporation as a result of any regulatory or other restrictions imposed by any governmental authority.

Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its Transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to Transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

**Section 6.03 Registered Shareholders.** The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts or giving proxies with respect to those shares.

**Section 6.04 Lost, Stolen, or Destroyed Certificates.** The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges to have been lost, stolen or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the

Corporation because of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

## **ARTICLE VII: CORPORATE RECORDS AND INSPECTION**

**Section 7.01 Records.** The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

**Section 7.02 Inspection of Books and Records.** The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders and voting trust certificate holders, in the manner provided by law.

**Section 7.03 Certification and Inspection of Bylaws.** The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

## **ARTICLE VIII: MISCELLANEOUS**

**Section 8.01 Checks, Drafts, Etc.** All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

**Section 8.02 Conflict with Applicable Law or Articles of Organization.** Unless the context requires otherwise, the general provisions, rules of construction and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

**Section 8.03 Invalid Provisions.** If any one (1) or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

**Section 8.04 Emergency Management of the Corporation.** In anticipation of or during an emergency, as defined in Chapter 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a board meeting, quorum requirements for such board meeting and designation of additional or

substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Corporation shall be able to take any and all of the following actions to conduct the Corporation's ordinary business affairs and operations:

- (a) Modify lines of succession to accommodate the incapacity of any Director, officer, employee or agent resulting from the emergency.
- (b) Relocate the principal office or designate alternative principal offices or regional offices.
- (c) Give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a board meeting cannot be given in a manner prescribed by these Bylaws.
- (d) Deem that one (1) or more officers present at a board meeting is a Director as necessary to achieve a quorum for that meeting.

**Section 8.05 Reports.** The Corporation shall provide all shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of the shareholders or one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the shareholders upon request in compliance with Chapter 156D, § 16.20.

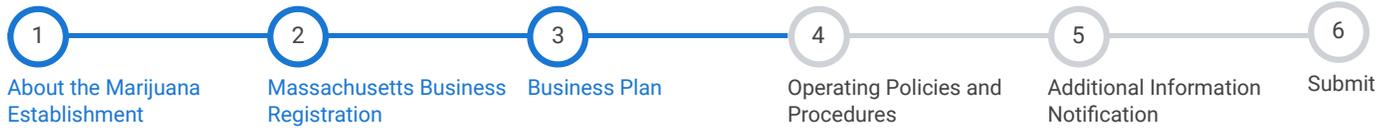
**Section 8.06 Advisement of Counsel.** THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

#### ARTICLE IX: AMENDMENT OF BYLAWS

**Section 9.01 Amendment by Shareholders.** Shareholders may adopt, amend or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws or the Articles of Organization.

**Section 9.02 Amendment by Directors.** Subject to the rights of shareholders as provided in Article IX, and the statutory limitations of Chapter 156D, the Board of Directors may adopt, amend or repeal these Bylaws.

Cannabis Control Commission > [My Licenses](#) > [Marijuana Retailer](#)



**Application #: MRN282571**

## Business Plan

Please provide information below on the Marijuana Establishment's Business plan. The following information is required:

- Business Plan
- Proposed Timeline
- Plan for Obtaining Liability Insurance

Please upload documentation providing this information in the field below.

### Business Plan Documentation \*

	<p><b>Document Name:</b> Northeast Select Harvest_Proposed Timeline.pdf</p> <p><b>Document Category:</b> Proposed Timeline</p> <p><b>Upload Date:</b> 4/3/19</p>	
	<p><b>Document Name:</b> Northeast Select Harvest_Plan for Obtaining Liability Insurance.pdf</p> <p><b>Document Category:</b> Plan for Liability Insurance</p> <p><b>Upload Date:</b> 4/3/19</p>	
	<p><b>Document Name:</b> Northeast Select Harvest_Business Plan.pdf</p> <p><b>Document Category:</b> Business Plan</p> <p><b>Upload Date:</b> 4/4/19</p>	

Drag document(s) or click here

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For assistance please call the Cannabis Control Commission at 617-701-8400 or email at [cannabiscommission@state.ma.us](mailto:cannabiscommission@state.ma.us)

# TIMELINE

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04/05/2019	North East Select Harvest (NESH) submits its Application for Host Community Agreement and License to Operate Adult-Use Marijuana Establishment
06/01/2019	HCA Recommendation for NESH is submitted to the Mayor's Office in Somerville
06/15/2019	NESH is Issued HCA
06/15/2019	NESH Submits Retail Marijuana License Application to the CCC
06/21/2019	NESH Submits Special Permit Application to the local licensing authority
06/21/2019	NESH Schedules Public Hearing for (i) Special Permit and (ii) Local
08/01/2019	NESH Submits Application to the City of Somerville
10/01/2019	Somerville approves NESH's Application to CCC
11/01/2019	NESH is Granted Provisional License by the CCC
11/01/2019	NESH Begins Construction
02/01/2019	NESH Completes Construction
02/15/2019	City Inspectional Services completes inspections
03/01/2020	NESH is Granted the Final License to Operate

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# PLAN FOR OBTAINING LIABILITY INSURANCE

Northeast Select Harvest, Corp. (“Northeast Select Harvest”) plans to contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Northeast Select Harvest will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Northeast Select Harvest will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Northeast Select Harvest will keep reports documenting compliance with 935 CMR 500.105(10).



# NORTH EAST SELECT HARVEST

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APPLICATION FOR:

**HCA & LICENSE TO OPERATE  
AN ADULT-USE MARIJUANA  
ESTABLISHMENT**

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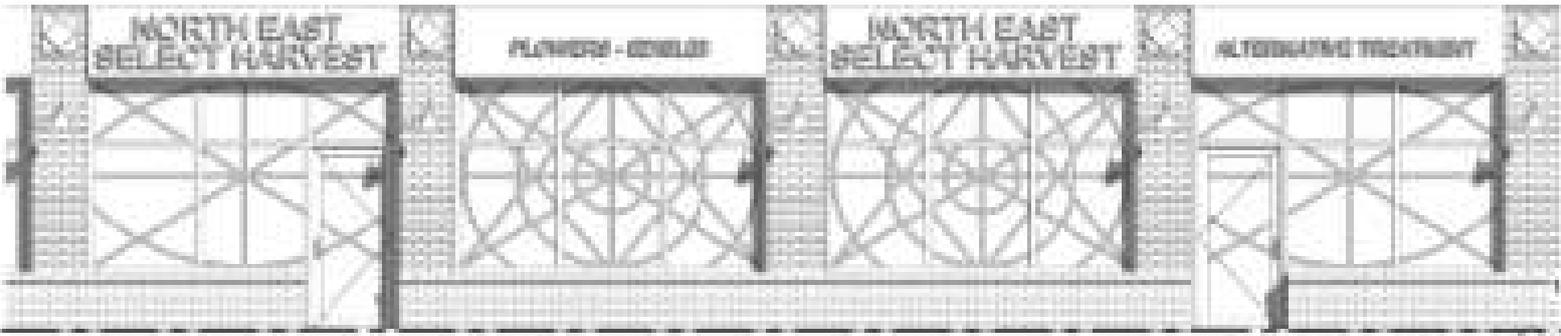
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# EXECUTIVE SUMMARY

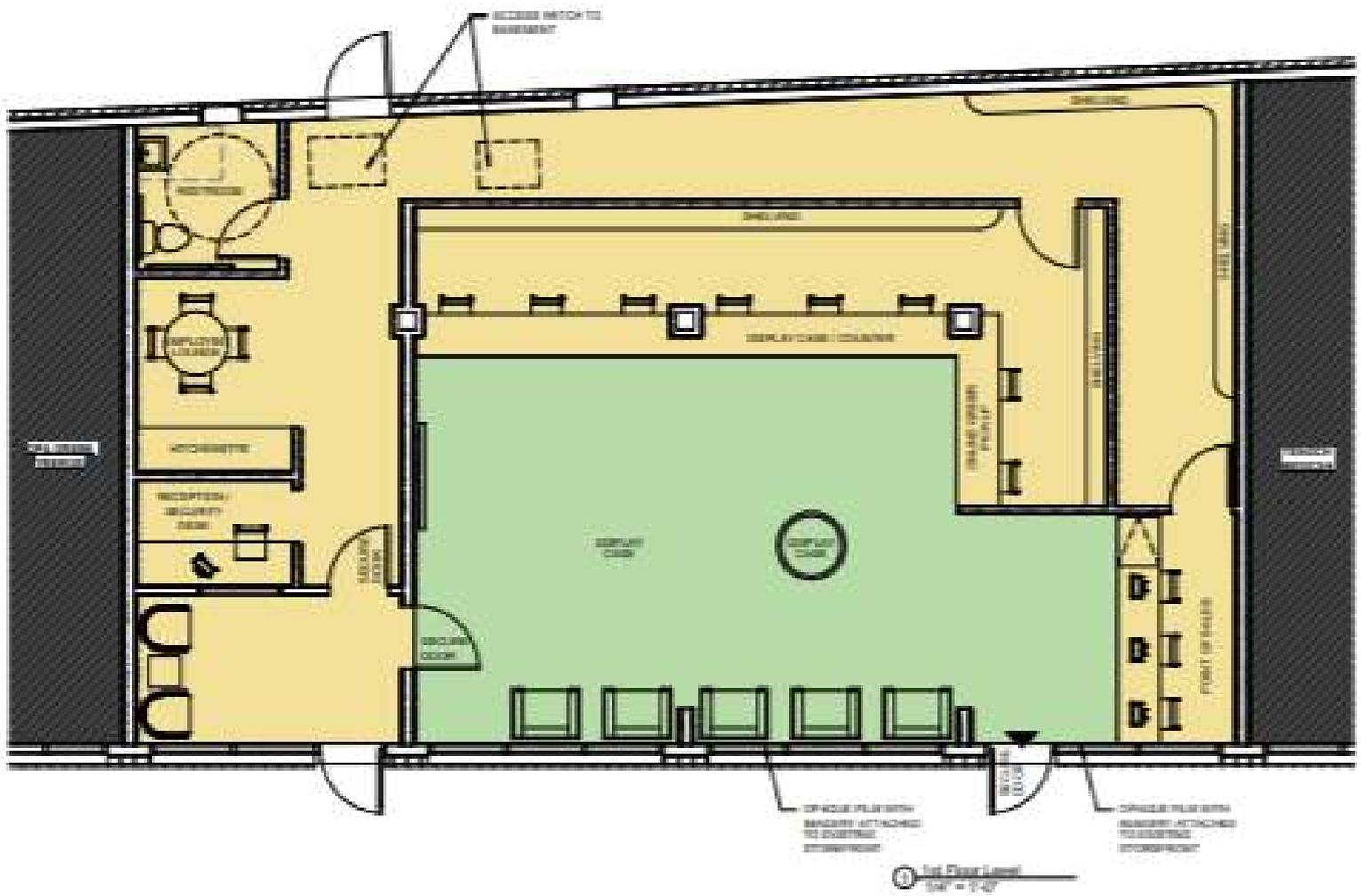
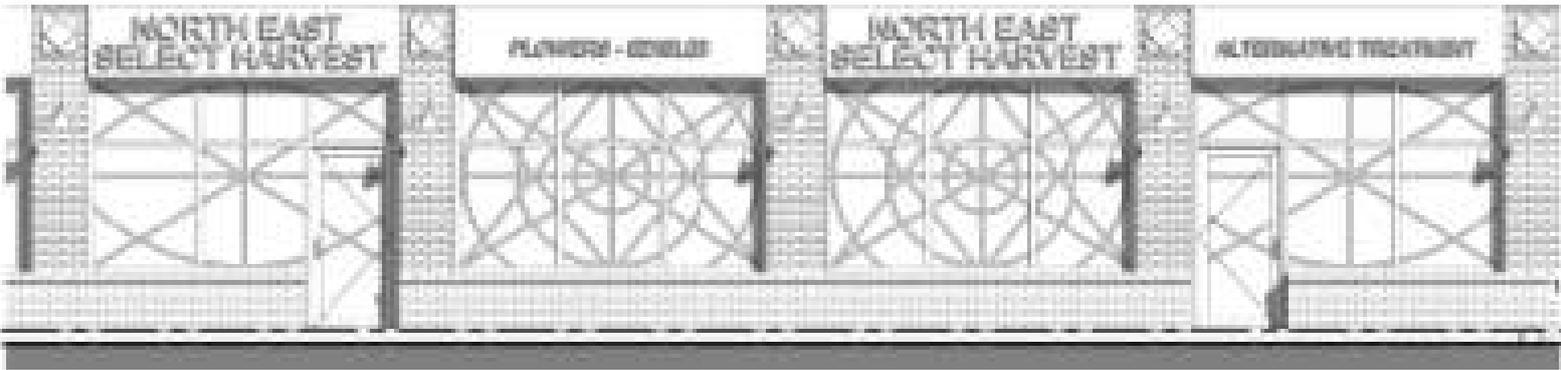
North East Select Harvest (NESH) is submitting this Management and Operations Profile Packet as a part of its application for a Host Community Agreement with the City of Somerville and a License to Operation an Adult-Use Marijuana Establishment from the Commonwealth of Massachusetts.

NESH proposes to open a retail cannabis establishment that provides one of a kind experience to consumers who are 21 years and older. Our inventory shall include smokable marijuana products, edibles, topicals and concentrates. The proposed location of our store is 378 Highland Avenue, Somerville. Our store is 3066 sqft in size with the first floor comprising of our retail space (1542 sqft) and the basement floor comprising of our storage areas, mechanical room, and security room (1524 sqft).

We shall employ 1 Manager, 2 Assistant Managers, 7 full time and 4 part time staff members. Majority of our employees will be Somerville locals. We plan to tailor our hiring practices so that individuals from different races, origin, capabilities and backgrounds are able to succeed professionally at our company. We support the Cannabis Control Commission's goal of helping minorities and people who were disproportionately convicted of marijuana-related drug offences in the past to enter Somerville's newly regulated cannabis industry by providing qualified candidates hiring preference to work with us. We are dedicated to providing fair compensation to all our employees and provide them with higher than living wage.

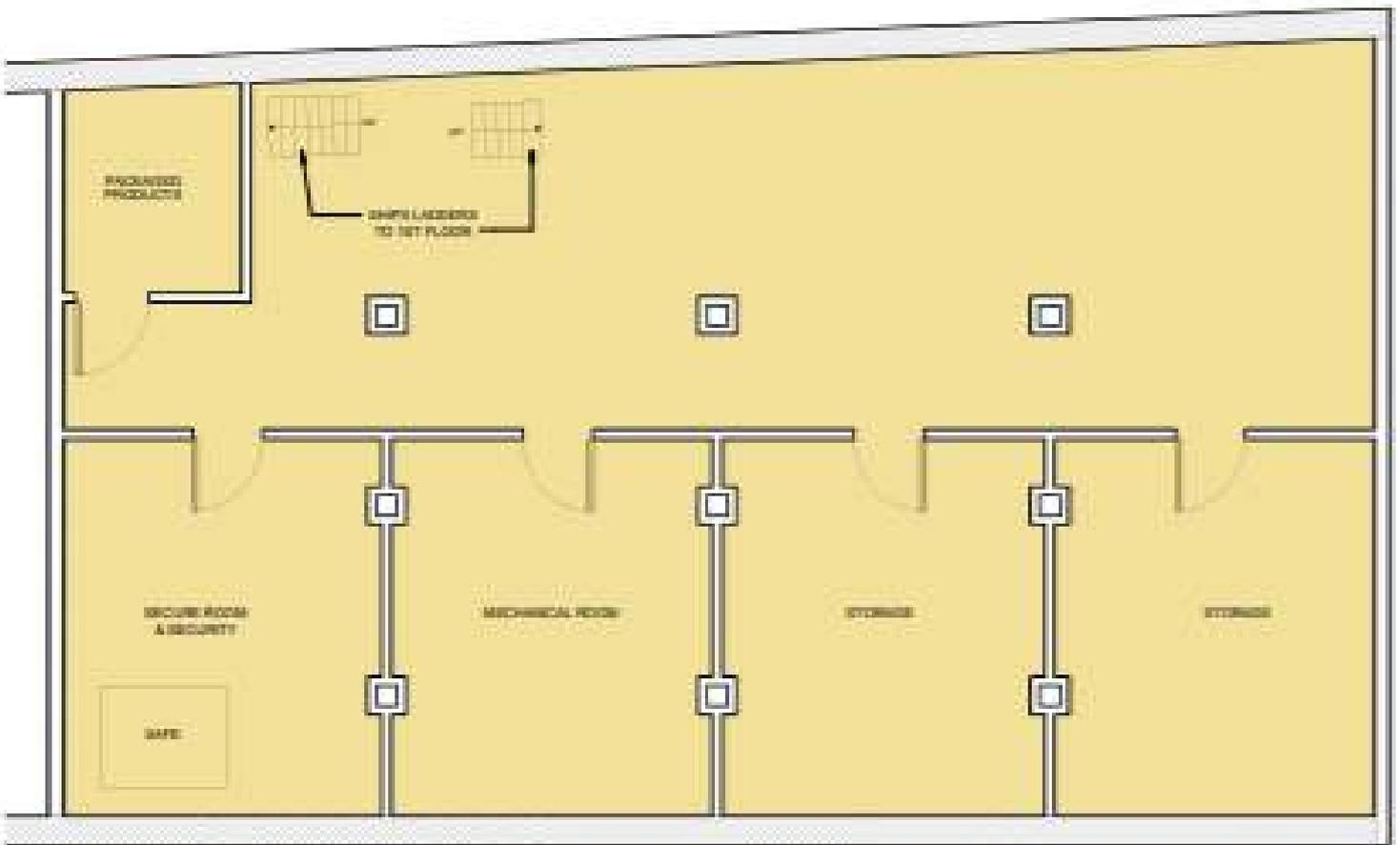
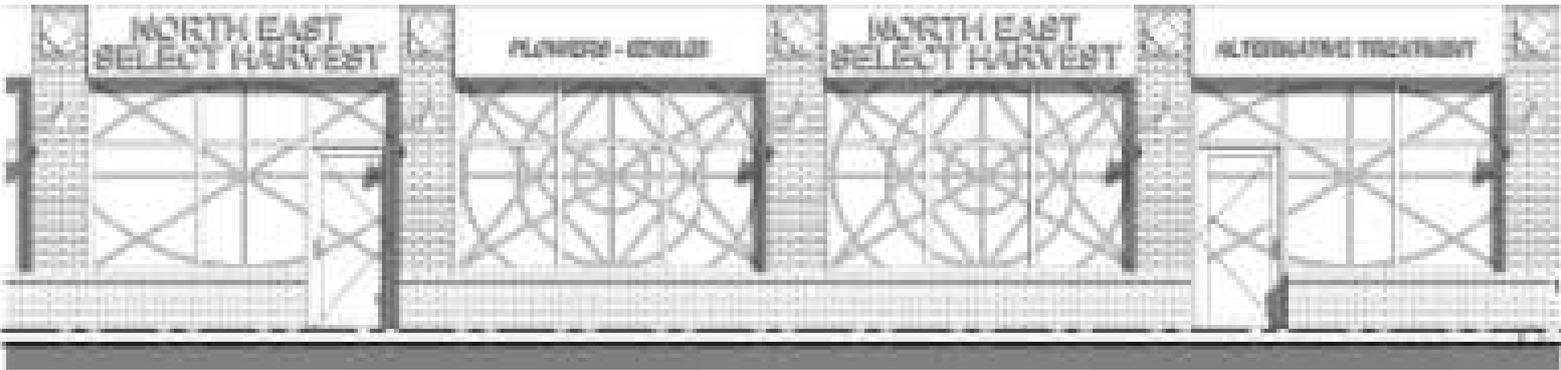
In addition to promoting equity and economic opportunities, NESH is committed to enhancing SomerVision's various aspirations on diversity, community, economy, accessibility, sustainability, and innovation. We, ourselves, are Somerville locals and, as such, we want to make sure that adding NESH to the social, cultural and economic fabric of Davis Square adds positive value to our vibrant community.

All our management and operational procedures, including our security and storage measures, prevention of diversion, restricting access to minors, dispensing, record keeping and financial record procedures as well as personnel policies, qualification and employee training shall be implement in strict compliance with the state regulations specified in 935 CMR 500.000.



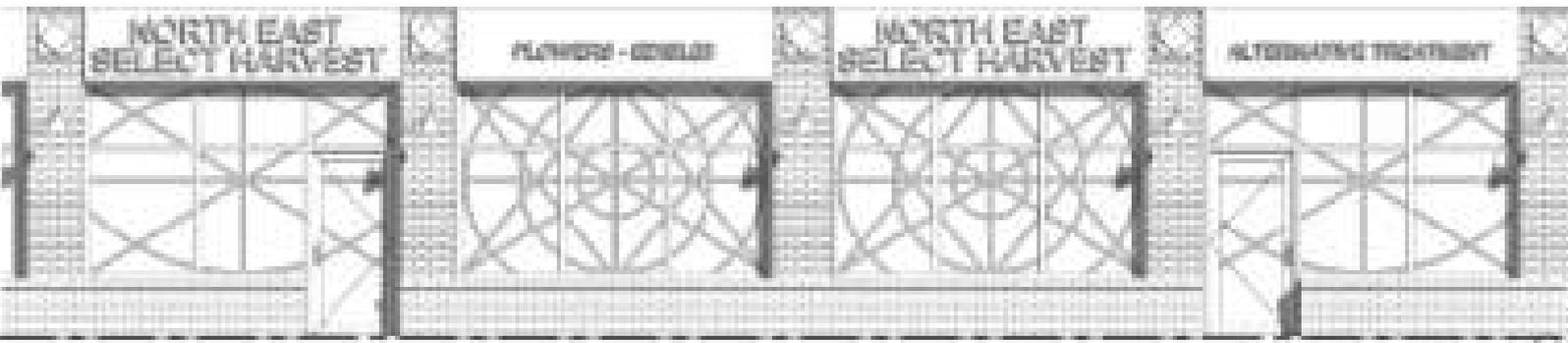
**HIGHLAND AVENUE**

Proposed Design of 1st floor Retail Space



Basement Floor Level  
 1/4" = 1'-0"

Proposed Design of Basement Space



# OUR TEAM

## **Rob Gregory** **Entrepreneur / Restaurateur**

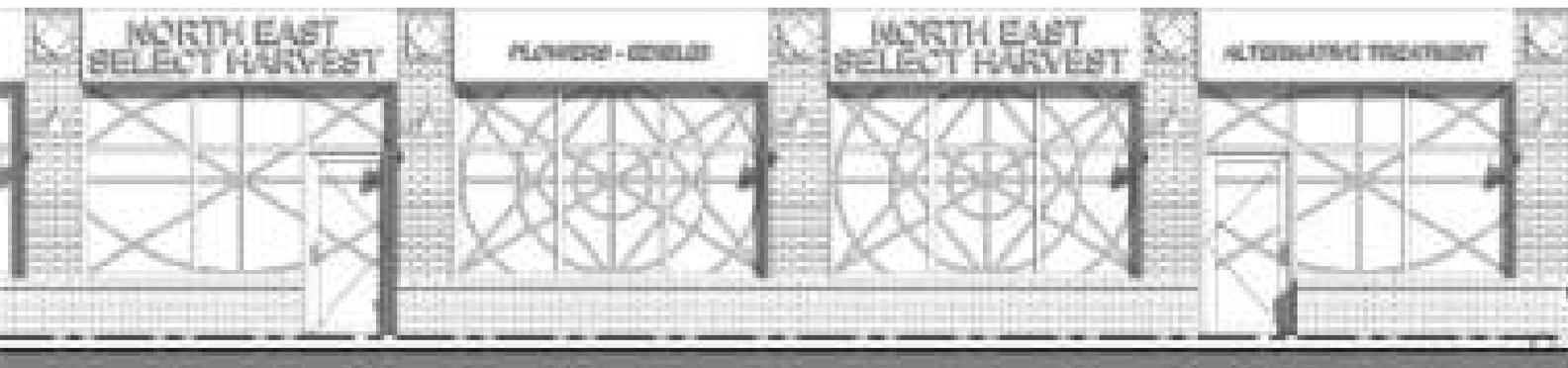
Rob Gregory, who is a partner at NESH, is also the founder and co-owner of Redbones BBQ in Davis Square, Somerville which he opened in 1987 by renting the kitchen and dining space from Barnaby's, a bar in Davis Square, Somerville, MA. In 1994 Mr. Gregory spearheaded a group of investors to purchase the Real Estate as well as the business and full liquor license from Barnaby's. This acquisition gave Rob the opportunity to expand into the downstairs space dubbed "Underbones", further develop the brand and become an active player and positive force within the Davis Square community.

In 1995 Mr. Gregory became an early adopter of the rising interest of micro-brewing and installed a 24-tap system into Redbones, evolving the BBQ joint into the epicenter of the craft brew movement. In 1996 Rob also created the first-in-the-nation Bicycle Valet Parking - an early green initiative benefiting both cyclists and neighbors. This went hand-in-hand with Redbones support of New England Mountain Bike Association and Mass Bike which have both been the benefactors of Redbones Annual Bike Party that has been for 20 years running.

In 2007 Rob co-founded Green Street Fuels, a company that collects used restaurant grease to convert it into biodiesel and heating oil. Green Street Fuels merged with Whittemore and Write Company of Charlestown, MA. Together they consolidate and process over 10,000 gallons of waste vegetable oil a week.

Rob was one of the early supporters of The HONK! Festival helping it to grow from a performance in a single hall to become miles of performances, an evening concert cruise, a Harvard symposium, and a parade that put Somerville Mayor Joe Curtatone alongside groups like Veterans for Peace and sign-bearing protesters from the nascent "Occupy Boston" encampment.

In July of 2011 Rob helped to inspire and logistically place the Redbones Food Truck on the streets of Boston. He also developed one of the areas first mobile beer gardens for use at special city and private permitted events. Mr. Gregory was honored in 2013, by the Somerville Homeless Coalition for his active involvement as an engaged business owner and their contribution of over \$85,000 over the last 16 years.



Rob, a long time Somerville resident, lives in Davis Square Somerville, with his wife Darcey, and their two teenage children. His son attends Somerville High School and his daughter will follow in the 10th grade. Rob and Darcey are both very active in their community; participating with their time and contributions to many events to benefit the Somerville Community.

A few of Rob's awards and recognition are listed here:

**Somerville Local First 2009**

"Local Independent of the Year"

**Somerville Chamber of Commerce 2003**

Powder House Award

"Business Neighbor of the Year"

**Veterans of Foreign Wars 1999**

George Dilboy Post 529

"Man of the Year"

**Somerville Homeless Coalition**

Honored for his contributions 2013

**MARIA CACCIOLA**

NESH partner Maria Cacciola is a dynamic, proven senior executive with superior consumer and over 35 years of commercial banking and lending background. Her areas of expertise lie in ♦ Executive Leadership ♦ Dynamic Personality ♦ Asset/Liability Management ♦ Communication ♦ Business Development ♦ Strategic Planning & Execution ♦ Regulatory Compliance ♦ Vendor Management ♦ Board Governance. Maria has served as the CEO at RIVER WORKS CREDIT UNION from 2003 to June 2016 where she strategically managed the credit union's growth from \$40 to \$114 million in assets, 16 to 26 employees, 6600 members, and over 100% Loan-To-Deposit and Return-On-Asset ratio of 1.11%. From 1999 to 2003, she served as the Vice President of Operations at RIVER WORKS CREDIT UNION. In her role, she co-managed the credit union with VP of Finance and reported to the Board of Directors. Between 1981 and 1999, Maria Learned all aspects of the banking business at CARMEL CREDIT UNION where she contributed to turning a small deposit based credit union into a solid \$24 million.

# TIMELINE

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04/05/2019	North East Select Harvest (NESH) submits its Application for Host Community Agreement and License to Operate Adult-Use Marijuana Establishment
06/01/2019	HCA Recommendation for NESH is submitted to the Mayor's Office in Somerville
06/15/2019	NESH is Issued HCA
06/15/2019	NESH Submits Retail Marijuana License Application to the CCC
06/21/2019	NESH Submits Special Permit Application to the local licensing authority
06/21/2019	NESH Schedules Public Hearing for (i) Special Permit and (ii) Local
08/01/2019	NESH Submits Application to the City of Somerville
10/01/2019	Somerville approves NESH's Application to CCC
11/01/2019	NESH is Granted Provisional License by the CCC
11/01/2019	NESH Begins Construction
02/01/2019	NESH Completes Construction
02/15/2019	City Inspectional Services completes inspections
03/01/2020	NESH is Granted the Final License to Operate

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# SECURITY



North East Select Harvest (NESH) shall follow Massachusetts state law and regulations in security requirements pursuant to the Commission's 935 CMR 500.110.

## MAINTAINING SECURITY OF PRODUCTS, EMPLOYEES & CUSTOMERS

- Products will be located in locked, secure vaults under video surveillance. No more than the anticipated inventory required for two days will be stored on site. None other than authorized employees will have access to the safe.
- Duress, panic, and hold-up alarms will be located strategically throughout the facility.
- Only authorized personnel will have access to the vault, with layered access badges prohibiting free staff movement throughout the premise. Different staff functions will take orders and fulfill orders.
- Security agents will monitor the interior and exterior of the facility on alert for suspicious behaviors. They will be trained on Standard Operating Procedures to respond instantly in crisis situations.

## CONTROL FACILITY ACCESS POINTS

- Stringent access control procedures to maintain strict control over individuals in the facility at any given point of time.
- Perimeter security, including motion sensors, alarms, 24-hour video surveillance, sufficient lighting around the premise shall be installed to protect the site from unauthorized intrusion. Intrusion detection sensors will be placed on all exit and entry points, including the windows.
- Multiple redundant alarm systems will be in operation to ensure that the system does not fail in the case of power outage.
- Feeds will be remotely monitored by NETWATCH Securities 24/7 dispatch team at all times in addition to making them available to law enforcement officials and fire services, at any point needed.

## PREVENTING NUISANCE

- We have a 'No-Nonsense Approach to Nuisance': Public consumption of cannabis or other drugs, queuing, loitering, or other unlawful activities are identified immediately, stopped, and reported to law enforcement.
- We would rather take measures to prevent nuisance than correct it. To that end, we require all our customers to sign our '*Community Norms Pledge*' and shall provide extensive community education on safe, legal and response usage of marijuana



# SECURITY FLOOR PLAN

Please find our detailed Security Floor Plan attached at the end.

# DIVERSION PREVENTION



## PREVENTATIVE MEASURES AGAINST DIVERSION

- Extensive security protection measures will be adopted to control facility access points and maintain interior safety of our products, employees and customers.
- Employees, customers and visitors are made aware of our diversion policy
- We will only hire individuals over the age of 21. All employees will be subject to stringent background checks.
- Well-qualified employees are trained to spot signs of misuse and addictive behaviors.
- Employees are only trained in aspects of the inventory and security system they must use to carry out their responsibilities.
- All visitors to our website will be asked to confirm they are over the age of 21.
- All products are stored in tightly secure, locked safe or vault .
- We will not engage in any marketing initiatives that are designed to appeal to minors under the age of 21. Our products will not resemble realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- Our inventory management system carefully tracks who interacts with each product at every step of the retail process.
- We use CCC approved system, METRC, which creates an end-to-end surveillance system.

## STRINGENT ACTIONS AGAINST DIVERSION

- Employees that divert product, intentionally or negligently, will be terminated immediately and reported to law enforcement.
- Customers that divert product will be banned from our facility and reported to law enforcement.
- Any discrepancy in weight or inventory is documented and reported to the Commission and law enforcement within 24 hours of discrepancy.
- Any accidents, losses, thefts or breach of security are notified to the Commission and law enforcement immediately.
- Well-qualified employees are trained to spot signs of misuse and addictive behaviors and report to law enforcement immediately.

# STORAGE



NESH shall maintain our storage areas in accordance with the CCC's storage requirements of 935 CMR 500.105 (11) and security requirements of 935 CMR 500.110

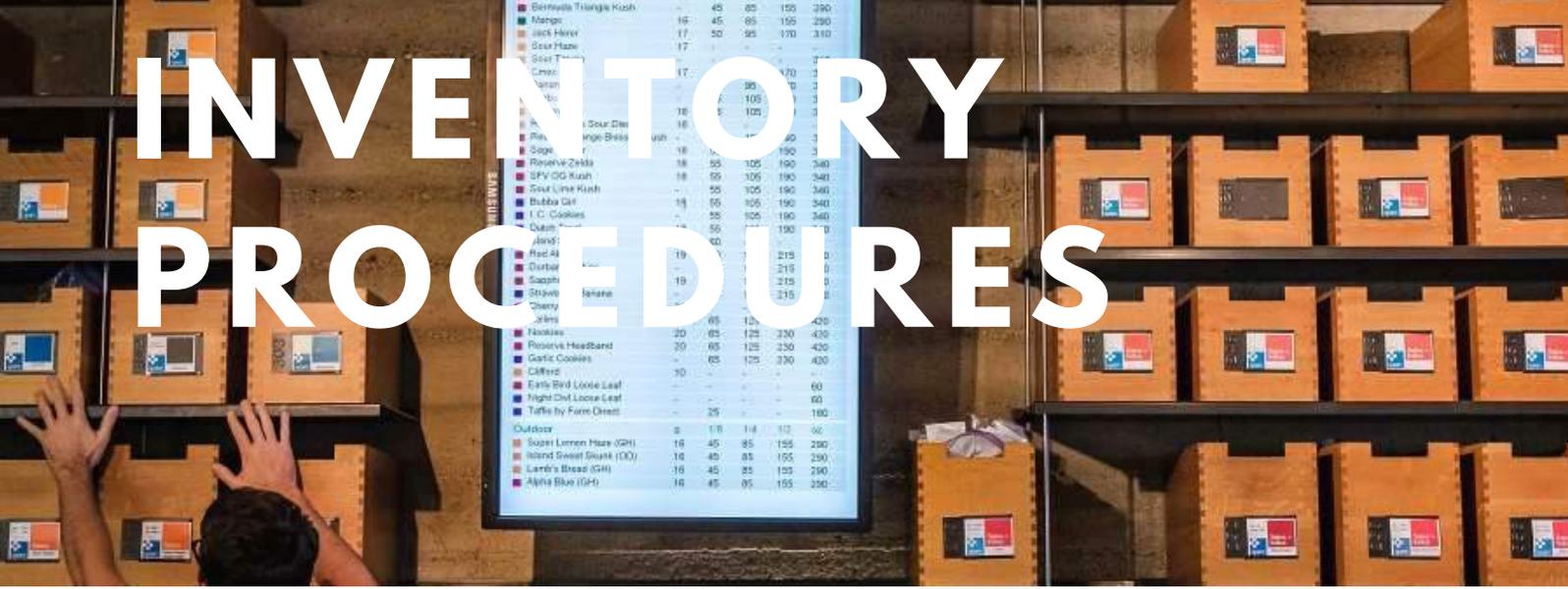
## **PHYSICAL STORAGE AREA**

- NESH maintains a separate, reinforced concrete vault room and two 2000-pound safes for the storage of inventory products that are not displayed in the dispensing area.
- Products shall be stored in a manner that protects them from physical, chemical, and microbial contamination and deterioration of finished products or their containers.
- Sufficient space is allocated for the proper placement of equipment and storage of materials necessary for sanitary operation.
- Storage area shall be provided with adequate lighting, ventilation, temperature, humidity, space and equipment.
- Storage area is ensured to be clean and orderly, and free from infestation by any insects, rodents, birds, and pests of any kind at all points of time.

## **SECURITY OF STORAGE AREA**

- Storage area is secured, locked and accessible ONLY to authorized personnel.
- Entry is strictly prohibited to all employees and personnel below age 21.
- Adequate lighting is provided to the storage area in order to monitor individuals entering and exiting the space and to aid 24/7 video surveillance.

# INVENTORY PROCEDURES



NESH shall maintain our inventory management system as specified by the CCC's requirements in 935 CMR 500.105 (8)

## INVENTORY TRACKING SYSTEM: METRC

- We use METRC, a cloud-hosted, compliance management online reporting system used by the CCC for the oversight of Marijuana in the Commonwealth.
- The system provides end-to-end tracking and tracing of marijuana products to prevent any form of diversion.
- By the use of RFID (Radio Frequency Identification) technology combined with serialized item tracking, the system creates an end-to-end surveillance system that provides real-time visibility at any given time into our inventory.
- It also provides an aggregated data regarding the sales of marijuana products along with providing the accurate technology to track inventory and monitor drug diversion.

## PERIODIC INVENTORY COUNT

- We establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products ready for dispensing and stored marijuana.
- We conduct a monthly inventory of all marijuana products in the dispensing and storage areas.
- We conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory.

## IN CASE OF DISCREPANCY

- Any discovery of discrepancies in the weight of our products, loss or unauthorized alterations of marijuana products shall be reported immediately to the CCC and law enforcement officials.

# RECORD-KEEPING

NESH shall maintain our records in accordance with the CCC's record-keeping requirements in 935 CMR 500.105 (9).

## CATEGORIES OF RECORDS

- **Operating procedures** as required by 935 CMR 500.105(1) including but not limited to: security measures; storage of marijuana; procedures for accurate record keeping; inventory protocols; emergency procedures; alcohol, smoke and drug-free workplace policies; confidentiality plan; policy for dismissal and reporting of employees in cases of marijuana diversion; unsafe practices or conviction; list of all board members and executives; policies to handle cash; prevent diversion; procedures for energy efficiency.
- **Inventory records** as required by 935 CMR 500.105 (8)
- **Personnel records** which include employee job descriptions, organizational charts, documentation of verification of references, completed training including Responsible Vendor for a minimum of four years, and eight-hour related duty training, performance evaluations, any disciplinary actions taken, personnel policies and procedures, and background check reports.
- **Staffing plan** demonstrating our business hours of operation.
- **Business records** including manual or computerized records of: assets and liabilities, monetary transactions, books of accounts that include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers, record of sales, and salaries and wages paid to employees.
- **Waste Disposal records** shall be maintained pursuant to 935 CMR 500.105(12).

## MAINTENANCE OF RECORDS

All our records, either handwritten or computerized, shall be maintained with generally accepted accounting principals. They shall be maintained for a minimum of two years in a form and location acceptable to the CCC. Additionally, they shall be made available for any inspection by the CCC, upon request.

# FINANCIAL RECORDS

NESH places high priority on thorough record keeping of our financial records. Maintaining accuracy in books and financials help us efficiently track our sales, increases the value of our business, and make informed strategic decisions,

## **ELECTRONIC SYSTEM TO MAINTAIN FINANCIAL RECORDS**

- All our contracts, agreements, titles, licenses, insurance policies, permits and key financial documents are stored electronically that are only accessible to authorized personnel.
- We employ Enterprise Resource Planning (ERP) platform, which has been geared for the cannabis industry, to automate and streamline all our financial and operational transactions.
- ERP system records all internal and external transactions to a general ledger and maintains journals for account receivable, accounts payable, payroll, inventory, petty cash, and other financial accounts.
- The system records and stores all income and expenses and provides reports on demand for all accounts.
- The system generates all financial statements such as balance sheet, income statement, cash flow statement, etc. promptly.
- All such financial records are maintained according to the statutory and regulatory minimum time frames.

## **THIRD-PARTY PROVIDERS**

- We employ third-party provider to handle our payroll disbursements and records.
- We maintain a contractual relationship with our payroll provider that includes provisions for the security of data and action plan in the event of any data breach.
- We employ third-party account firm to handle our accounting and taxes.

## **OUR COMMITMENT**

Security of all our financial records is of very important to us. We take stringent steps to ensure all our records and documents are secured safely, accessible to authorized personnel ONLY, and made available to appropriate law enforcement officials and the CCC immediately at any given point of time.

# EMPLOYEES



NESH shall remain compliant to the CCC's employee qualification requirements specified in 935 CMR 500.030 and training requirements specified in 935 CMR 500.105(2).

## EMPLOYEE ELIGIBILITY

- Must be 21 years of age or older.
- Must not have been convicted of any offense in the Commonwealth involving distribution of controlled substances to minors.
- Must be determined suitable for registration consistent with provisions of 935 CMR 500.800 and 500.802.
- Must provide background information including description of any current or past criminal, civil, administrative, disciplinary actions or unresolved complaints; past or pending denial, suspension or revocation of a license or registration for any type of business or profession.
- Must provide their full name, date of birth, address; any alias used currently or previously; copy of driver's license or other forms of ID acceptable to the CCC.
- Must provide attestation that the individual will not engage in the diversion of marijuana.
- Must submit Criminal Offender Record Information (CORI) report and background check to the CCC.

## EMPLOYEE TRAINING

- Discuss the impact of marijuana on the human body including its physical effects, amount and time to feel impairment, and visible signs and recognition of impairment.
- Discuss prevention of diversion and restriction of sale to minors.
- Discuss acceptable forms of identification: How to check and spot false identification, provisions for confiscating fraudulent identifications; and common mistakes made in verification.
- Discuss key laws and rules regarding local and state licensing and enforcement; Incident and notification requirements; Administrative and criminal liability; License sanctions and court sanctions; Waste disposal; Health and safety standards; Permitted hours of sale; Conduct of establishment; Permitting inspections by state and local licensing and enforcement authorities; Licensee responsibilities for activities occurring within licensed premises; Maintenance of records; Privacy issues; and Prohibited purchases and practices.
- Employees must complete Responsible Vendor Program under 935 CMR 500.105(2)(b) within 90 days of hire and complete the program once every year to maintain "responsible vendor" designation.
- Must receive 8-hours of on-going training annually.

# PERSONNEL PROCEDURES

NESH has personnel policies and procedures in place to smoothly integrate a new employee with our company and its culture. Our procedures equip new hires with the tools and information to become a productive member of the team, shape their experience in our workplace and ensure high retention. These personnel policies and procedures reflect our company's value system and guidelines to decision making. They are written in our employee handbook and well communicated with our employees during their on-boarding process. We have outlined the topics in our employee handbook below:

## Employee Handbook Outline

### I. Introduction

- A. Welcome
  - 1. Purpose of handbook
  - 2. Employer and Employee Mutual expectations
- B. Company Values & Goals in Relation to:
  - 1. Employees
  - 2. Customers
  - 3. Community of Somerville
  - 4. Somerville Youth
  - 4. Environment
  - 5. Operations
  - 6. Local & State Regulations
- D. Organizational Structure
  - 1. Organizational chart, including major divisions/units
  - 2. Names and telephone numbers of key contacts
  - 3. Regular communication channels

### II. Staffing

- A. Objectives, Opportunities, and Responsibilities
  - 1. Criteria/principles of staffing
  - 2. Statement on non-discrimination and equal opportunity
- B. Hiring Procedures
  - 1. How to apply for work within the company
  - 2. Recruitment and announcement of job openings
  - 3. Employment selection process
- C. Employee Classifications
  - 1. Job classification or types
  - 2. Employment continuity status (regular, seasonal, temporary)
  - 3. Employment intensity (part-time, full-time)
- D. Orientation and Probation Period
  - 1. Duration
  - 2. Introduction to the work and co-workers
  - 3. Proficiency requirements for progress
  - 4. Consequences for failure to meet standards
  - 5. Other terms
- E. Advancement and Promotion
  - 1. Advancement opportunities available
  - 2. Expected job progressions (career ladders, etc.)
  - 3. Basis for progression and demotion (seniority, merit, or combination)

# PERSONNEL PROCEDURES

## III. Employment & Work Conditions

### A. Supervision

1. Major policies guiding supervisors
2. Relationship of supervisor to employee
3. Responsibilities of the supervisor

### B. Training and Development

1. General policy on employee training
2. Access to company-supported training, formal or on-the-job
3. Content of training provided
4. Other training opportunities available

### C. Performance Review

1. Nature and purpose
2. Responsibility for making appraisal
3. Timing or frequency of reviews
4. Basis for review; performance dimensions rated
5. Communication of appraisal to employee, others

### D. Hours and Location of Work

1. Responsibility for reporting to work
2. Time records (clocks, cards, sheets)
3. Normal workweek, workday, and break times
4. Seasonal and daily fluctuations
5. Overtime opportunities, requirements, and authorization

### E. Leaves of Absence

1. How to get one
2. Conditions and constraints: justification, duration, status and seniority implications

### F. Tools and Equipment

1. Tools supplied by employer and employee
2. Issuance and accounting of company tools
3. Maintenance and replacement responsibilities

### G. Safety & Health, Emergency & First Aid Procedures

1. General policy on employee safety and health
2. Accident prevention: minimizing unsafe conditions, unsafe acts, and stress
3. Procedures for dealing with an accident
4. Employee Assistance Programs: Purpose, Eligibility, Costs, Confidentiality

### H. Work Ethics, Rules of Conduct, and Discipline

### I. Suggestion Procedures

1. Statement on value of employee ideas and internal communications
2. Suggestion feedback, follow up, and results

### J. Complaint and Grievance Procedures

1. How and with whom to raise an issue
2. Subsequent steps if needed
3. Final step (advisory or binding arbitration, other)

### K. Termination of Employment

1. Reasons (quit, fired, job elimination)
2. Exit procedures (interview, pay)
3. Rehire considerations

# PERSONNEL PROCEDURES

## IV. Wages

- A. Method of Pay
  - 1. Payroll period
  - 2. Pay delivery (time, place, and person)
  - 3. Lag time between payroll period and delivery (including terminations)
  - 4. Form of pay (cash, check, product, other)
- B. Pay Rate Determination
  - 1. General relationship of overall scale to external factors (minimum wage, union contracts, prevailing wage in labor market, cost of living)
  - 2. Internal factors affecting general wage level (philosophy, ability to pay)
  - 3. Factors affecting individual pay rate (job type, continuity status, appraised performance, results, etc.)
  - 4. Relationships between pay ranges for different jobs
  - 5. Units (hour, week, month) for time-based rates
  - 6. Definition of results (quantity, quality, cost control, etc.) and formula for output-based pay (e.g., piece rate)
  - 7. Performance-based bonuses
- C. Overtime pay
  - 1. Definition of overtime
  - 2. Overtime pay calculations and differentials
- D. Deductions
  - 1. Specification, by type:
    - a. Mandatory-statutory (e.g., disability, social security, insurance)
    - b. Mandatory-company (e.g., required pension plan)
    - c. Optional (e.g., savings, voluntary retirement)
  - 2. Determination of amounts deducted
  - 3. Check and stub examples
- E. Garnishments
  - 1. Procedures; when and how it happens; notification of employee
  - 2. Company attitude and response (philosophy, discipline)
- F. Advances, Loans
  - 1. Provisions for and conditions of advances
  - 2. Procedures and terms (requests, amount limits, and payback methods)
- G. Privacy and Disclosure
  - 1. Information about individual that is (a) always, (b) sometimes, and (c) never disclosed to self, to other company employees, or to outsiders
  - 2. Procedures for outsiders to obtain information about individual employees

## V. Benefits

- A. (For) Government required pay or leaves: (1) nature and purpose; (2) who pays for it; (3) procedures for obtaining benefits
  - 1. Workers' Compensation Insurance
  - 2. Disability Insurance
  - 3. Unemployment Insurance
  - 4. Social Security (FICA)
  - 5. Other required pay
  - 6. Military leave
  - 7. Jury duty leave
  - 8. Maternity leave
  - 9. Other required leaves
- B. Non-Government required pay, leaves, benefits
  - 1. Health and Life Insurance
    - a. Types and limits of coverage; options
    - b. Costs (per employee) to company and employee

# PERSONNEL PROCEDURES

- c. Eligibility conditions
- d. Extension after employment termination
- 2. Bonuses (rewards for employment itself, not contingent on performance)
  - a. Eligibility
  - b. Computation
- 3. Holidays
  - a. Holidays observed by company
  - b. Obligations to work on holidays; pay differentials
  - c. Eligibility for and computation of holiday pay
- 4. Vacation
  - a. Eligibility for and computation of credits
  - b. Scheduling procedures and restrictions
  - c. Disposition of unused credits
- 5. Sick Leave
  - a. Eligibility for and computation of credits
  - b. Valid uses
  - c. Notification requirements on day of leave
  - d. Verification requirements
  - e. Disposition of unused credits
- 6. Other Leave: Provisions and eligibility
- 7. Housing
  - a. Form of benefit (allowance or company facilities); if specified facility, location
  - b. Eligibility; move-in and out procedures
  - c. Charges to employee; employer cost contributions
  - d. Inclusions, mandatory or optional
- 8. Pension, Retirement, and Savings Plans
  - a. Eligibility for participation
  - b. Vesting schedule
  - c. Options
- 9. Other
  - a. Facilities for employee use
  - b. Use of company equipment
  - c. Product or discounts available

## VI. Miscellaneous

- A. Solicitation on company property: permission and prohibitions (persons, times, locations, purposes)
- B. Bulletin Boards
  - 1. Locations
  - 2. Materials regularly posted by company
  - 3. Space available to employees, others
- C. Parking
  - 1. Provision and limitations
  - 2. Reserved spaces and priorities
- D. Visitors
  - 1. Conditions for admission
  - 2. Permitted times and places
- E. Social and Recreation
  - 1. Clubs and activities sponsored
  - 2. Welfare funds

## VII. Conclusion

- A. Closing Statement
- B. Policy Changes
  - 1. How, when, and by whom
  - 2. Method of notifying employees

# DISPENSING PROCEDURES



The dispensing procedure at NESH shall be compliant to all regulations and in line with industry standards.

Customers shall be required to provide a government-issued, valid ID to our security personnel. Security guards are provided by third-party security company and shall remain on duty during all hours of operation. Depending on the crowd of customers inside the store, security guard may request customers to wait in the vestibule, if applicable.

Once cleared for entry, customers shall proceed into the retail space through a secure door. Our interiors of our retail space shall be designed to create a clean, sleek, modern and an open concept. Our retail store will have the appearance of high-end boutique stores or the likes of an Apple store. Marijuana products shall be displayed in display cases behind the counters. We plan to line our wooden tables that display our products under a glass with lines of iPads. We plan to be intentional about providing interactive touch screen technology to our customers so they feel navigate information about marijuana and related questions at their own comfort level. In addition, our on-site employees are going to be present to guide all our customers with their shopping (or simply browsing) experience.

Once customers decide to buy our products, if any, they are directed to the point of sale/check-out counter. Here, customers will have their IDs checked once again to verify their age and state. Our employees are trained to check our customers state (even though we can sell our products to customers from any state) to inform them that they can consumer marijuana during their visit to Massachusetts (however, not in public spaces), but that they cannot travel across state lines with marijuana. At this time, customers will pay, most probably by cash, to pay for their purchased items.

NESH makes sure that all our purchased products leave the store in our exit bags which are opaque, child and tamper resistant, and compliant to all regulations. Once the purchase is completed, customers are escorted to exit through a different secure door.



NESH is an Equal Opportunity Employer. We believe that a diverse workforce drives economic growth. As such, Diversity is key to our mission of building an extraordinary team that delivers unparalleled results for our business and our customers. We strive to recruit people with exceptional talent and ability—and to celebrate their differences while doing so.

Our strategic planning for diversity encourages providing employment opportunities for individuals from all races, religions, color, sex, age, national origin, disability, gender, identity, military status, or any other protected status under applicable federal, state or local law, without any discrimination.

## **DIVERSITY GOALS**

- Design our recruitment process to build a diverse, equitable, and an inclusive workforce where we hire individuals with varied backgrounds, perspectives, and identities in order to create a united work culture.
- Promote equity in our workplace among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations by providing opportunity in all aspects of employment, including but not limited to, hiring, promotion, salary, benefits, and other terms and conditions of employment (and discharge).
- Increase the representation level of individuals from above-mentioned demographics to create a truly inclusive organizational culture where employees feel valued and differences of ethnic and culture backgrounds, national origin, gender identities, and varied backgrounds are embraced.
- Employ at least 30% of our staff who are Somerville residents of: (i) African-American decent (ii) Latino decent (iii) A Veteran (iv) State-approved Economic Empowerment Applicants (v) Individuals formally incarcerated for marijuana offence
- Once we've hired the right people who are qualified, efficient and diverse, ensure employee retention.



## DIVERSITY PROGRAMS

- Advertise job openings in areas of Somerville that are more economically disadvantaged
- Ensure advertisements on job openings are published in English, Spanish, Portuguese and Creole.
- Provide **robust training** to our employees at the start of the employment to educate them about our core values, the work culture, and appreciation of diversity in our workplace.
- Develop an **in-house employee professional development program** to offer our employees opportunities to enhance their skills in the cannabis industry. provide opportunities for career advancement and prepare them for future opportunities within the industry.
- Offer opportunities for employees to **participate in courses, seminars, conferences and networking events** tailored to educate them about the increasingly sophisticated and technical cannabis industry, improve their craft, and bring new knowledge back to the entire team.
- Understand and provide tools and opportunities to help employees interested to move up in their **career trajectories**.
- Provide various **perks and benefits** for our employees, that could include but are not limited to, discount products, traveling to participate in trade-show opportunities and cannabis networking events, daycare services, and flexible vacation, to name a few.
- Finally, **implement fair compensation practices** across the board.

## DIVERSITY EVALUATION METRICS

- Assess the percentage of minorities, women, veterans, people with disabilities, individuals who identify themselves as LGBT.
- Assess diversity in hiring: number of employees and staff hired, trained and retained who come from above mentioned demographics.
- Assess diversity in hiring: number of executives and board members who come from above mentioned demographics.
- Pay increases and promotion evaluation among employees.
- Turn over rates of employees from specific demographics.
- Career development opportunities provided for above-mentioned demographics.
- Employee surveys and exit interviews conducted to collect information about discrimination complaints, fair compensation, and opportunities provided.



NESH supports the Commission's goal of helping minorities and people who were disproportionately convicted of marijuana-related drug offenses in the past to enter the newly regulated cannabis industry.

We are committed to a Positive Impact Plan with the following Goals, Programs and Evaluation Metrics.

## **POSITIVE IMPACT GOALS**

- Hire employees that were formerly incarcerated or convicted for marijuana-related offenses
- Offer training and other technical resources to those who may not have otherwise received opportunity to participate in the retail cannabis industry
- Partner with community groups that provide training and other assistance to those residents who were disproportionately harmed by prohibition and enforcement laws.
- Provide ownership opportunities to those with marijuana-related convictions in their background

## **POSITIVE IMPACT PROGRAMS**

- We have set our target to comprise at least 30% of our workforce from the following groups: (i) Somerville residents who are of African American decent, (ii) Somerville residents who are of Latino decent (iii) Veterans, and (iv) Individuals who are "Economic Empowerment" applicants, as defined by the Commission.
- Give hiring preference to the following disproportionately affected populations: MA residents with past convictions, MA residents with parents or spouses who have past convictions and MA residents who have been disproportionately impacted by the war on drugs
- Partner with community organizations who are currently on the ground working to improve the lives of people affected by the war on drugs due to their geographic locations.
- Provide technical assistance by offering training, workshops and seminars to enhance skill levels of individuals from disproportionately harmed areas



## EVALUATION METRICS TO MEASURE POSITIVE IMPACT

- We will conduct an annual evaluation of our hiring procedures and results at the end of every fiscal year. We will evaluate the number of applicants from our targeted groups mentioned above, how many of them were hired, retained and/or promoted, and what was the turn over rate, if any, among specific demographics.
- We will track the impact of our partnerships with community organizations in being able to reach out to targeted beneficiaries and how the relationship can be improved for greater results.
- We will evaluate our positive impact plan from an employee life-cycle perspective through employee surveys and exit interview, if any.

# MONITORING HEALTH IMPACTS

## **1. Describe how the Applicant will help monitor the health impacts of recreational marijuana in their neighborhood and on local youth.**

As marijuana retailers, we believe it is our responsibility to contribute in monitoring the patterns of marijuana consumption and the health effects of use in Somerville.

**Centers for Disease Control and Prevention (CDC)'s division for Marijuana and Public Health** works to identify and address the public health impacts of marijuana use and improve public knowledge about the health effects of marijuana use. It also supports states as they address marijuana use and public health outcomes. CDC shares expert information, translates science for the public, monitors marijuana use trends, share expert information and how it impacts the health of public. It is working with states to help them develop surveillance systems and gather state specific data about marijuana use, including who is using it and how it is being used.

We plan on working with the CDC Foundation, which will help CDC do more and faster by fostering effective partnerships between them and corporations, organizations and individuals to fight threats to public health and safety. With the partnership between NESH and CDC Foundation, we aim to:

- Contribute in increasing the accurate knowledge about recreational marijuana among Somerville residents while also ensuring the mitigation of negative public health consequences.
- Join efforts with local, state and federal groups to help examine the potential health and safety impact in response to adult-use retail marijuana in Somerville.
- Help increase the City of Somerville and the Commonwealth's capacity to identify, monitor and evaluate effective public health and regulatory practices and policies to prevent marijuana related harms to the public.
- Contribute in creating formative focus groups and/or audience research in order to identify populations at higher risk of marijuana abuse or exposure and align our efforts towards those population groups.
- Contribute our time, data and resources to help monitor public health trend data in Somerville.

# MONITORING HEALTH IMPACTS

We plan on proposing a committee of marijuana retailers in Somerville and nearby cities. The idea behind NESH's proposal of the committee is because we believe as marijuana retailers in a newly formed industry, all of us are at a unique position to access customer data that can be helpful in a number of ways, especially for public health projects that could have a wide-range of impact, ranging from improving consumer's marijuana consumption behavior to affecting change on a policy level. Provided that sharing consumer information is allowed by regulation, NESH is stay at the forefront of creating this committee among marijuana retailers, developing valid survey questions for our customers, and reaching out to state and national level surveys where we could lend our collective data.

# EDUCATING OUR COMMUNITY

## **2. Describe how the Applicant will prevent and educate youth and families about the dangers of underage exposure to, and the consumption of, recreational marijuana. Describe how the Applicant will sustain these efforts over time.**

We envision Somerville as a community where individuals are well-educated about the exposure to marijuana and thrive in an environment that supports healthy choices regarding substance use.

The public perception of cannabis has undergone a remarkable transformation in recent years -- from an illicit drug to a recognized medicine. That shift in perception is progressing even further with the legalization of adult-use marijuana, placing consumption of the plant on par with enjoying a craft beer at your local pub. Even so, it can be quite difficult for consumers to find specific information regarding cannabis. Our community of Somerville, much like the rest of the nation, has individuals from all walks of life, ranging from baby boomers to millennials; some with experience of using marijuana while others with very limited knowledge about this previously illegal product.

NESH strives to close this information gap with our cannabis consumer awareness campaigns and technology-based solutions that educate our community with cannabis information.

- **Hosting Educational Community meetings:** We invite our neighbors and community members to visit our store to learn and address their queries about cannabis. In addition to engaging in discussions and answering questions, we also welcome our community members to play around with our self-service, educational kiosks to receive credible cannabis education. We understand that navigating a burgeoning industry and overcoming the learning curve can be daunting to some. We would like to offer ourselves as well as tools at our store to our community members to make them more familiar with all issues related to cannabis and the cannabis industry.
- **Reaching out to Youths in the digital universe** through social media platforms such as Facebook, Instagram, Twitter and Snapchat and **IRL (In Real Life)** through partnerships with organizations such as *Somerville Cares About Prevention (SCAP)* and *Somerset*.
- **Our website [www.nesh.com](http://www.nesh.com)** provides detailed warnings, legal information, safety and responsible use of cannabis.

# INFORMING CUSTOMERS

### **3. Describe how the Applicant will inform customers about restrictions on public consumption and workplace use, the risks of second-hand smoke, and dangers of operating a motor vehicle while impaired.**

- Our agents shall provide our customers with a primer on regulations surrounding cannabis; how to consume responsibly; store marijuana safely; and information regarding strains, dosage, and desired effects; and also inform out-of-state visitors that any adult 21+ with a valid, government-issued ID can visit and purchase from our location, however, it remains federally illegal to cross state lines with cannabis.
- Our customers will be required to sign a Community Norms agreement, in which they acknowledge that they understand that utilizing Davis Square Harvest facility is contingent on respect for the surrounding neighborhood and legal consumption of cannabis.
- Our customers are also made aware that public consumption, diversion, loitering, queuing, and other misbehavior are not tolerated. Practicing them shall eliminate future store visits and reporting to appropriate law enforcement.
- Visual materials such as flyers, pamphlets and television screens shall be placed in the entry vestibule as well as throughout the store which educates our customers on safe and responsible use.
- During check-out, product safety guides and general informational material about safe and legal use of marijuana shall be placed in each bag to ensure customer have readily accessible safety materials when they intend to utilize marijuana products.

# ADVERTISING

#### **4. Describe how the Applicant will market its products, including, but not limited to, broadcast, print, and online advertising, direct-response advertising, social media, and signage.**

NESH shall pursue all marketing, branding and advertising efforts strictly in accordance with the CCC's regulations in 935 CMR. 500.105(4). Remaining with the permitted advertising and marketing practices, we plan to:

- Stand above the crowd and showcase our brand by employing diversified advertising strategies. Advertisements will focus on out of the box creativity, which demand attention, to attract customers and grow our market share.
- Develop our strategies being mindful of the fact that people from different generations and age group have different values, behaviors and mindsets. when it comes to consumer spending This is an important knowledge that we intend to use to while marketing to our customer base.

#### **Digital Outreach**

- We plan on taking advantage of advertising opportunities on industry-relevant websites such as *Leafly*.
- We plan to learn about the Interactive Advertising Bureau (IAB)'s standards for digital ad placement. IAB has developed standard dimensions and guidelines for developing digital ad units. We plan to use IAB's framework so as to build a scalable ad camapaign that can be displayed across a variety of digital advertising space.
- We plan to keep track of our digital marketing efforts and how well they're performing in order to understand which tactics to replicate, expand upon and which to retool or abandon. For example, Google has a URL builder we can use for custom campaigns so you can track how many people are getting to our landing page and from where they're coming.

# ADVERTISING

## Permitted Social Media Marketing

We understand that there are restrictions to openly advertising on social media, such as Facebook's blanket approach to prohibit cannabis advertising or some restriction on Instagram such that marijuana retailers are allowed to promote advocacy content as long as it does not promote the sale of the marijuana. We plan to navigate marketing on social media platforms remaining compliant to advertising guidelines to ensure our brand has a strong presence without violating any regulations. Provided below is a quick rundown of the channels we plan to capitalize on:

- **Facebook:** We plan to approach Facebook by providing information on our location, hours of operation, news, updates, articles and other information audience might find valuable about the cannabis industry (making sure not to promote sale of products)
- **Twitter** allows for real-time messaging, whether it's text, images, or video links, shared 140 characters at a time. We plan to post news updates, articles, deals and specials, questions from our followers on our Twitter account.
- **Instagram** is highly image-driven and quite popular among the cannabis community. We plan to share vibrant pictures of our store, our business, and other imagery that both reflect our brand as well as resonate with our cannabis community.
- **YouTube** — While we might not launch video marketing efforts on YouTube at the beginning, we plan to snag our brand's user name and create a YouTube channel. This way, when we're to dive into video marketing, we don't run the risk of having lost our brand's YouTube page to someone else.
- **LinkedIn** — Also known as the professional's social media platform, we will be using LinkedIn posting information about our business updates, job openings, networking, and finding events or business communities in your niche that we could potentially partner or negotiate deal with.
- **Pinterest** — Since this platform also boasts a massive audience across a wide demographic, from Millennials to Gen Xers to Baby Boomers, we plan to create category-specific boards and pin our images, products, infographics, recipes, and other content that appeals to the Pinterest audience and increases our visibility.

## Loyalty Programs

- Loyalty programs have clear effects on consumer spending. We plan to create loyalty programs for our customers that could be used for discounts and rewards for a second, third visit or for trying a new product as an incentive. Customers are encouraged to sign up for our loyalty program as they check out. The idea is, of course, to build a repeat customer base and to delight our repeat customers through loyalty-linked discounts.

# INVENTORY MATERIALS

## **5. Describe the sources of the Applicant's inventory or manufacturing materials.**

The following are cannabis producers in Massachusetts licensed to cultivate, process, package and deliver products to retailers.

NESH shall begin communicating with suppliers and negotiating on the best price points for top-quality products once we receive our license.

We shall ensure that product labeling has been used to share health information with cannabis users as well as making sure that all products are packaged and labeled in accordance with requirements set forth in the Commission pursuant to 935 CMR.500.105(5) and (6).

- Cultivate Holdings, LLC
- New England Treatment Access (NETA)
- Verilife
- I.N.S.A.
- Patriot Care
- Theory Wellness
- Temescal Wellness
- Northeast Alternatives, Inc.
- Revolutionary Clinics
- Sanctuary Medicinals
- Sira Naturals

# PACKAGING & LABELING

## 6. Describe how the Applicant will package and label products at the point of sale.

NESH ensures that the inventory we receive from our suppliers are labelled and packaged strictly in compliance with the CCC's requirements outlined in 935 CMR 500.105(4) through (6).

At our Point of Sale, we make sure that our customers' cannabis purchases leave the store in "exit bags."

### OUR EXIT BAGS

- Designed to be significantly difficult for children under five years to open.
- Are resealable and ability to be made child-resistant and tamper-evident again after it has been opened.
- Certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700.
- Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font:
  - Shall be in Child resistant "exit bags" when they leave our store that hold all purchases
  - Purchased products shall be placed in an opaque containers, like the brown or white paper bags in use by many medical dispensaries.
  - Our exit bags/packages shall:

**KEEP OUT OF REACH OF CHILDREN**

### PACKAGING & LABELING PRE-APPROVAL

Prior to the marijuana products being sold at a our store, we plan on submitting an application, in a form and manner determined by the Commission, for packaging and label approval to the Commission. We understand that the packaging and labeling pre-approval process shall in no way substitute for compliance with 935 CMR 500.105(4) through (6).

# WAGES & BENEFITS

## **Describe who the Applicant will employ, and the wages and benefits that will be provided**

- Davis Square Harvest is an Equal Opportunity Employer. We embrace and encourage our employees' differences in age, color, disability, ethnicity, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.
- Based in Somerville, majority of our team members shall be Somerville residents.
- While the county's current living wage, as of March 2019, is \$14.09/hr, we plan to pay our employees higher than both the living wage and above the competition. The wage of our employees shall be \$19/hr, at a minimum, that can directly help our employee's economic mobility, living standard, and make a positive impact on Somerville's local economy.
- We provide several employee appreciation initiatives and activities as well as performance bonuses.
- We invest in our employee's training and education so they have the tools and opportunities to enhance their skills, perform better at their responsibilities, and move forward in their career trajectory.
- Perks and benefits for our employees include, but are not limited to, providing discounts for our products; offering travel opportunities to participate in trade-shows, training and development programs and cannabis networking events to enhance their skill levels; providing daycare services, options for various health, dental, vision, life and disability insurance; and flexible time-off and vacation options, to name a few.

# ENERGY COMMITMENT

## **Describe how the applicant will use green practices and renewable energy sources**

NESH is committed to satisfying the energy efficiency and equipment standards established by the Commission, at a minimum, and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management pursuant to 935 CMR 500.103(2). We are committed to helping the Commonwealth of Massachusetts meet its target to reduce energy and water usage, contribute towards energy conservation, mitigate environmental impacts to the best of our ability, and provide energy and water usage reporting to the Commission.

We will ensure that during the construction phase of our store, we consult with energy efficiency experts who will make recommendations to our team. Throughout our operation, we will make all efforts to ensure usage of equipment, tools, lightings and machineries that are most energy-efficient. We are also committed to learning more about the latest tools, technologies and techniques available that we could adopt to ensure a more efficient and greener retail operation, especially specific to cannabis retail.

We also pledge to make frequent and proactive review of our energy consumption and make necessary equipment upgrades such as replacing previously installed systems with higher efficiency lighting and HVAC systems.

# SOMERVISION

## **a. Celebrating the diversity of our people, cultures, housing and economy.**

### **Our People**

- Our goal is to develop a strong hiring strategy that reflects Somerville's dynamic and vibrant community. To that end, we plan to hire locally and diversely. Majority of our workforce will come from the City of Somerville. We will adopt proactive diversity recruiting in order to promote equity at our workplace. We plan to promote the representation of minorities, women, people with disabilities, veterans and different gender identities and sexual orientations to create a truly diverse and inclusive workforce.

### **Our Culture**

- Somerville is a city of creative individuals, artists and a vibrant cultural community. We plan to engage with our city's culture by actively participating/sponsoring cultural events like the Squeeze Box Slam, ArtBeat, Honk!, the 5K route which starts and ends in Davis Square, PorchFest, Foodie Crawl, Marshmallow Fluff, Greek Music and Food Festival, the summer Farmer's Market, and the Davis Square Flea
- We also plan to sponsor events hosted by Somerville Arts Council such as Somerville Open Studios to support public arts and our local artists.

### **Our Housing**

- We are proud to invest in the human capital of Somerville by providing high-paying job opportunities to local residents. We strongly believe this will contribute to the local economy as well as empower locals to continue being able to afford living in the city.

### **Our Economy**

- We plan to start, grow and thrive in Somerville. We are looking forward to engaging with our customers, our neighbors, city officials and the community at large through our business. We are proud Somerville residents who are thrilled to be contributing back to Somerville's economy, its residents and adding value to its unique, vibrant and diverse community.

# SOMERVISION

## **b. Fostering the unique character of our residents, neighborhoods, hills and squares, and the strength of our community spirit as expressed in our history, our cultural and social life, and our deep sense of civic engagement.**

- Somerville residents have shown time and again that they are committed to contributing towards improvement of their neighborhood. When it comes to making investment in our city, we have emphasized that the ongoing developments help evolve our neighborhood into a better version of itself.
- As we plan to introduce our adult-use marijuana establishment in the neighborhood of Davis Square, we are very mindful of ensuring that our addition to the neighborhood does not transform, but rather, enhances the unique qualities and character of Davis Square -- all of which makes it so special. Our goal is to focus our presence in Highland Avenue to focus on making the core of our square a better place for Somerville and its residents.
- To that end, we are dedicated to engaging community participation through regular cannabis events in our store. The purpose of these events is to welcome Somerville public, friends and neighbors for an open discussion forums where we discuss the contribution of Davis Square Harvest in promoting safe and responsible use of cannabis in Somerville, our education efforts, commitment to monitoring its health impact, and discouraging use by minors under 21. We also want to encourage participants to learn first-hand about cannabis, its effects, legal and responsible use, and grow more comfortable with safe cannabis. We look forward to opening conversations with the public in attendance and receiving constructive feedback on our plans and efforts.
- We plan on strengthening and supporting our local commerce by offering a unique, "destination" cannabis retail store that serves Somerville residents as well as attracts out-of-town visitors.
- We are committed to promoting ethnic and cultural events that are unique to Somerville such as the PorchFest, Marshmallow Fluff Festival and Somerville Open Studios. These events are a part of Somerville's identity and we are committed to promoting them to all our customers, including out-of-town visitors, and actively participating in them through partnerships and sponsorship.

# SOMERVISION

**c. Investing in the growth of a resilient economic base that is centered around transit, generates a wide variety of job opportunities, creates an active daytime population, supports independent local businesses, and secures fiscal self-sufficiency.**

In order to contribute towards the growth of a resilient economic base, we plan to:

- We were very intentional about carefully selecting a central location within walking distance of public transportation. By doing so, we want to encourage our employees (and customers) to use MBTA services, which shall reduce auto-dependency as well as mitigate congestion and pollution on the road.
- Create employment opportunities for qualified residents of Somerville and provide competitive wages and salaries to all our employees. We expect to contribute towards the real income of our city residents while also making a positive impact on Somerville's local economy.
- We plan to conduct training and career development programs to help Somerville residents find careers in the cannabis industry.
- We are confident that our location in Highland Ave, with such a close proximity to Davis Square, is going to drive up foot traffic in the area.
- We are confident in presenting ourselves not just as another retail marijuana shop, but rather, a "Destination" recreational marijuana store. This will not only attract our local residents to shop at our store, but it will increase the number of out-of-town visitors as well boosting our local economy.
- We plan to create partnerships with small businesses close by, including but not limited to Tenoch Mexican, Anna's Taqueria, When Pigs Fly, McKinnon's Davis Square, Kung Fu Tean Sligo Pub, Martsa on Elm, Caramel Pastry Shop, Downtown Wine & Spirits, Punjabi Grill, The Burren, Meju, and more to promote each other's businesses through discounts and special promotions. This initiative shall spark local, independent businesses; drive customers to our local establishments for lunch, dinner and shopping; and promote massive all-day long foot traffic in our neighborhood.
- We plan to join forces with **Davis Action Group**, an organization created to leverage public involvement in planning for reimagining and development of Davis Square, and to meet with the Mayor's Office of Strategic Planning and Community Development (OSPCD) to chart a path forward.
- Finally, we are a business that is looking to grow and thrive in Somerville, contribute heavily to our local economy as well as its residents, provide a "destination" location for out-of-town visitors, support other local businesses, and ultimately contribute to our city's self-sufficiency.

# SOMERVISION

## **d. Promoting a dynamic urban streetscape that embraces public transportation, reduces dependence on the automobile, and is accessible, inviting and safe for all pedestrians, bicyclists and transit riders.**

- As a new addition to the Davis Square neighborhood, Davis Square Harvest plans to enhance the attractiveness and convenience of the Square.
- We look forward to working with the Mayor's Office of Strategic Planning and Community Development (OSPCD) to design and develop a space that adds to the liveliness of the Square and contribute to a vibrant urban social setting.
- We are committed to creating a physical space that adds value to Davis Square's already rich cultural and public life. We plan to work with OSPCD to see how we can re-imagine the existing building to create a space that contributes to Somervision's goal of achieving high-quality public realm, with a shift from prioritizing just a pass through traffic and accommodating only the functional types of pedestrian trips (such as shopping, eating, and commuting) to creating a series of spaces that offer a range of opportunities for a variety of activities.
- Davis Square neighborhood has the highest volume of pedestrian and cyclists traffic anywhere in the city. The Statue Plaza is filled with people, especially on warm summer night, with limited sitting options. We want to collaborate with both the Board of Alderman/City Councilors and OSPCD to figure out how we can contribute to street seats, or perhaps, even expand our indoor service spilled over to an outdoor service space for customers, if permitted by the City.
- Discuss with OSPCD how we can contribute our time, resources and space as the City strives to redesign the Square -- by reclaiming the highland to Elm Slip lane from cars and transforming the sidewalk and traffic island into a plaza with lots of sunlight and a lively atmosphere.

# SOMERVISION

**e. Building a sustainable future through strong environmental leadership, balanced transportation modes, engaging recreational and community spaces, exceptional schools and educational opportunities, improved community health, varied and affordable housing options, and effective stewardship of our natural resources.**

- We plan on improving our community health by partnering with **CDC Foundation**, with the aim of improving accurate knowledge about recreational marijuana among Somerville residents and ensuring the mitigation of negative public health consequences.
- We also propose creation of **Somerville Retail Marijuana Public Health Advisory Committee** with the aim of monitoring changes in pattern of marijuana use in Somerville and possible marijuana-related health effects in Somerville.
- We plan to host **educational community meetings** for our neighbors and community members with the aim of educating them about cannabis, issues related to cannabis and the rapidly-evolving cannabis industry.
- We plan to partner with **Somerville Cares About Prevention (SCAP)** and **Somerville Positive Forces (SPF)** where we actively engage with high school students and city youth to educate them about the impact of irresponsible marijuana usage, legal use of marijuana and the safe way to consume it. We are committed to taking leadership in **responsible energy usage** by identifying opportunities for energy reduction, generation of renewable energy, reducing the demand for electricity, and contributing towards energy conservation.
- We plan on adding positive value to Highland Avenue/Davis Square by **creating a space that aligns with the existing cultural and physical fabric of the current neighborhood**; ensuring our premise and sidewalks have traffic calming and/or greening elements that include, but are not limited to plants, street-trees and sidewalk landscaping.
- We expect our **hiring Somerville residents** will contribute to the housing/affordability equation in our city. By hiring locally, we plan to help residents save time, money and energy in commuting out-of-town for employment. At the same time, by paying our employees handsomely (much higher than the living wage of Middlesex county), we strongly believe our employees will be better able to afford living in Somerville's increasingly expensive housing market.

# SOMERVISION

**f. Committing to continued innovation and affirmation of our responsibility to current and future generations in all of our endeavors: business, technology, education, arts and government, including your neighbors (within 300 feet), City youth, and the City as a whole.**

## **Business**

- We plan to present ourselves a "Destination" recreational marijuana store, which will attract not only our city residents, but also out-of-town visitors boosting our local economy.
- We plan to create partnerships with small businesses close by, including but not limited to Tenoch Mexican, Anna's Taqueria, When Pigs Fly, McKinnon's Davis Square, Kung Fu Tean Sligo Pub, Martsa on Elm, Caramel Pastry Shop, Downtown Wine & Spirits, Punjabi Grill, The Burren, Meju, and more, to regularly promote each other's businesses through discounts and special promote each other's businesses through discounts and special promotions. This initiative shall provide incentive to try out our local, independent businesses; spark income generation; drive customers to our local establishments for lunch, dinner and shopping; and promote massive all-day long foot traffic in our neighborhood -- which will all, once again, inject money to Somerville's economy.

## **Technology**

- We are committed to staying on top of our game using the latest technology to maximize efficiency, maintain compliance, and provide the best service to our customers. In addition to using the fastest servers, best POS system, state-of-the art surveillance and security equipment, digital screens (television monitors and iPads) to service our customers, we intend on keeping up with all the latest innovation and technology in the field of cannabis industry and adopting them to our advantage.

## **Education**

- We have initiatives in place to educate our customers, Somerville youths and residents about marijuana and its effects. We plan to host educational community events; work with high school students and youths through Somerville Cares About Prevention (SCAP); accomplish digital outreach through social media platforms; and provide auditory, visual and takeaway materials to customers in an effort to educate our community about the responsible use of cannabis and its impact.

# SOMERVISION

**f. Committing to continued innovation and affirmation of our responsibility to current and future generations in all of our endeavors: business, technology, education, arts and government, including your neighbors (within 300 feet), City youth, and the City as a whole**

## **Arts**

- We plan on partnering with Somerville Arts Council (SAC) to support our local artist, provide platform as well as sponsorship to promote Somerville's culture of arts.
- Our plan to open up discussion through out partnership with SAC to consider rebooting the Windows Art Project from 1993-2003, which facilitated installations at the Inside Out Gallery, and find out how NESH could contribute to bringing this project back to life in Davis Square.
- We plan on collaborating with property owners in Davis Square to create pilot mural installations.
- We will be supporting a variety of local events such as the Squeeze Box Slam, ArtBeat, Honk!, the 5K route which starts and ends in Davis Square, Summer Farmer's Market and the Davis Square Flea through active participation and sponsorship.

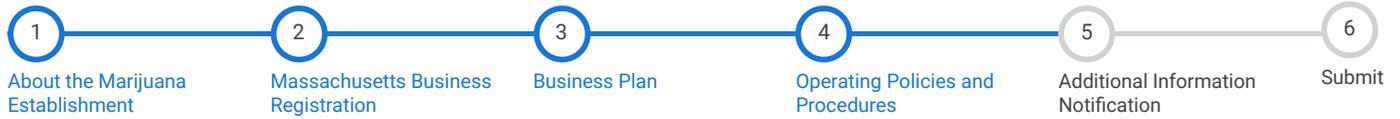
## **Government**

- We plan on becoming members of the Davis Action Group, an organization comprised of residents and business owners for who work with the Mayor's Office of Strategic Planning and Community Development (OSPCD) to chart a path forward for development in the Square. We look forward to working with the Mayor's Office of Strategic Planning and Community Development (OSPCD) to design and develop a space that adds to the liveliness of Davis Square and how we can contribute our time, resources and space as the City strives to redesign the Square -- by reclaiming the highland to Elm Slip lane from cars and transforming the sidewalk and traffic island into a plaza with lots of sunlight and a lively atmosphere.
- We plan on collaborating with the Board of Alderman/City Councilors and OSPCD to find
- ways to contribute to street seats, or perhaps, even expand our indoor service spilled over to an outdoor service space for customers.

## **Somerville residents**

- We are thrilled to be making our best efforts in providing employment opportunities to residents of Somerville, reducing barriers of entry for individuals with diverse backgrounds (minorities, women, veterans, physically challenged and member of LGBTQ communities), contributing to our local economy, and raising awareness about responsible and safe marijuana use to our community members

Cannabis Control Commission > My Licenses > Marijuana Retailer



Application #: MRN282571

### Operating Policies and Procedures

You are required to provide documentation describing the Marijuana Establishment's policies and procedures for each of the following areas:

- Plan for obtaining marijuana or marijuana products
- Separating recreational from medical operations, if applicable
- Restricting Access to age 21 and older
- Security plan
- Prevention of diversion
- Storage of marijuana
- Transportation of marijuana
- Inventory procedures
- Quality control and testing
- Dispensing procedures
- Personnel policies including background checks
- Record Keeping procedures
- Maintaining of financial records
- Diversity plan
- Qualifications and training

Please upload a separate document for each of the areas listed. When uploading, identify the document by selecting the appropriate document type. Each document uploaded should address only one of the areas with no overlap between documents. Uploading the same document for multiple areas or omitting a document for any of the areas may require resubmitting your documents and delay the processing of your application.

#### Policies and Procedures Documentation \*

Upload documentation for each area listed above. Select the appropriate document type to identify the file.

	Document Name: Northeast Select Harvest_Plan for Obtaining Marijuana Products.pdf	
	Document Category: Plan for obtaining marijuana or marijuana products	
	Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Separating Recreational from Medical Operations.pdf	
	Document Category: Separating recreational from medical operations, if applicable	
	Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Restricting Access to Age 21 and Older.pdf	
	Document Category: Restricting Access to age 21 and older	
	Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Security Plan.pdf	
	Document Category: Security plan	
	Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Prevention of Diversion.pdf	

	Document Category: Prevention of diversion	
	Document Name: Northeast Select Harvest_Storage of Marijuana.pdf Document Category: Storage of marijuana Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Transportation of Marijuana.pdf Document Category: Transportation of marijuana Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Inventory Procedures.pdf Document Category: Inventory procedures Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Quality Control and Testing.pdf Document Category: Quality control and testing Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Dispensing Procedures.pdf Document Category: Dispensing procedures Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Personnel Policies Including Background Checks.pdf Document Category: Personnel policies including background checks Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Record Keeping Procedures.pdf Document Category: Record Keeping procedures Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Maintaining Financial Records.pdf Document Category: Maintaining of financial records Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Qualifications and Training.pdf Document Category: Qualifications and training Upload Date: 4/3/19	
	Document Name: Northeast Select Harvest_Diversity Plan.pdf Document Category: Diversity plan Upload Date: 4/4/19	

# PLAN FOR OBTAINING MARIJUANA OR MARIJUANA PRODUCTS

Northeast Select Harvest Corp. (“Northeast Select Harvest”) is currently not affiliated with any entity holding a license to cultivate marijuana or manufacture marijuana products in the Commonwealth of Massachusetts pursuant to 935 CMR 500.000 et seq. As such, Northeast Select Harvest plans to purchase marijuana and marijuana products from those entities licensed to cultivate and manufacture marijuana and marijuana products under 935 CMR 500.000 et seq. Northeast Select Harvest will ensure that all marijuana and marijuana products purchased from licensed marijuana cultivators and product manufacturers are in compliance with 935 CMR 500.160(9), requiring marijuana and marijuana products be tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160 prior to the sale or marketing for adult use of any such marijuana or marijuana product.

# PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Northeast Select Harvest Corp. (“Northeast Select Harvest”) is not a Registered Marijuana Dispensary (“RMD”) and at this time does not intend to conduct medical marijuana operations at the proposed facility. Should Northeast Select Harvest plan to operate an RMD at the proposed location, Northeast Select Harvest will receive all necessary approvals from the Cannabis Control Commission and develop plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

# PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Northeast Select Harvest Corp. (“Northeast Select Harvest”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Northeast Select Harvest agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event Northeast Select Harvest discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Northeast Select Harvest will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Northeast Select Harvest will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Northeast Select Harvest will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Northeast Select Harvest will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), Northeast Select Harvest packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Northeast Select Harvest’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

# SECURITY



North East Select Harvest (NESH) shall follow Massachusetts state law and regulations in security requirements pursuant to the Commission's 935 CMR 500.110.

## MAINTAINING SECURITY OF PRODUCTS, EMPLOYEES & CUSTOMERS

- Products will be located in locked, secure vaults under video surveillance. No more than the anticipated inventory required for two days will be stored on site. None other than authorized employees will have access to the safe.
- Duress, panic, and hold-up alarms will be located strategically throughout the facility.
- Only authorized personnel will have access to the vault, with layered access badges prohibiting free staff movement throughout the premise. Different staff functions will take orders and fulfill orders.
- Security agents will monitor the interior and exterior of the facility on alert for suspicious behaviors. They will be trained on Standard Operating Procedures to respond instantly in crisis situations.

## CONTROL FACILITY ACCESS POINTS

- Stringent access control procedures to maintain strict control over individuals in the facility at any given point of time.
- Perimeter security, including motion sensors, alarms, 24-hour video surveillance, sufficient lighting around the premise shall be installed to protect the site from unauthorized intrusion. Intrusion detection sensors will be placed on all exit and entry points, including the windows.
- Multiple redundant alarm systems will be in operation to ensure that the system does not fail in the case of power outage.
- Feeds will be remotely monitored by NETWATCH Securities 24/7 dispatch team at all times in addition to making them available to law enforcement officials and fire services, at any point needed.

## PREVENTING NUISANCE

- We have a 'No-Nonsense Approach to Nuisance': Public consumption of cannabis or other drugs, queuing, loitering, or other unlawful activities are identified immediately, stopped, and reported to law enforcement.
- We would rather take measures to prevent nuisance than correct it. To that end, we require all our customers to sign our '*Community Norms Pledge*' and shall provide extensive community education on safe, legal and responsible usage of marijuana

# DIVERSION PREVENTION



## PREVENTATIVE MEASURES AGAINST DIVERSION

- Extensive security protection measures will be adopted to control facility access points and maintain interior safety of our products, employees and customers.
- Employees, customers and visitors are made aware of our diversion policy
- We will only hire individuals over the age of 21. All employees will be subject to stringent background checks.
- Well-qualified employees are trained to spot signs of misuse and addictive behaviors.
- Employees are only trained in aspects of the inventory and security system they must use to carry out their responsibilities.
- All visitors to our website will be asked to confirm they are over the age of 21.
- All products are stored in tightly secure, locked safe or vault .
- We will not engage in any marketing initiatives that are designed to appeal to minors under the age of 21. Our products will not resemble realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- Our inventory management system carefully tracks who interacts with each product at every step of the retail process.
- We use CCC approved system, METRC, which creates an end-to-end surveillance system.

## STRINGENT ACTIONS AGAINST DIVERSION

- Employees that divert product, intentionally or negligently, will be terminated immediately and reported to law enforcement.
- Customers that divert product will be banned from our facility and reported to law enforcement.
- Any discrepancy in weight or inventory is documented and reported to the Commission and law enforcement within 24 hours of discrepancy.
- Any accidents, losses, thefts or breach of security are notified to the Commission and law enforcement immediately.
- Well-qualified employees are trained to spot signs of misuse and addictive behaviors and report to law enforcement immediately.

# STORAGE



NESH shall maintain our storage areas in accordance with the CCC's storage requirements of 935 CMR 500.105 (11) and security requirements of 935 CMR 500.110

## **PHYSICAL STORAGE AREA**

- NESH maintains a separate, reinforced concrete vault room and two 2000-pound safes for the storage of inventory products that are not displayed in the dispensing area.
- Products shall be stored in a manner that protects them from physical, chemical, and microbial contamination and deterioration of finished products or their containers.
- Sufficient space is allocated for the proper placement of equipment and storage of materials necessary for sanitary operation.
- Storage area shall be provided with adequate lighting, ventilation, temperature, humidity, space and equipment.
- Storage area is ensured to be clean and orderly, and free from infestation by any insects, rodents, birds, and pests of any kind at all points of time.

## **SECURITY OF STORAGE AREA**

- Storage area is secured, locked and accessible ONLY to authorized personnel.
- Entry is strictly prohibited to all employees and personnel below age 21.
- Adequate lighting is provided to the storage area in order to monitor individuals entering and exiting the space and to aid 24/7 video surveillance.

# TRANSPORTATION OF MARIJUANA

## General Overview

Northeast Select Harvest Corp. (“Northeast Select Harvest”) will ensure that all transported marijuana and products are properly tracked through seed-to-sale tracking software. Northeast Select Harvest will properly track and label all seeds and clones in the form and manner deemed acceptable by the Commission. Northeast Select Harvest will only transport marijuana from its licensed facilities to other licensed Marijuana Establishments as permitted by Northeast Select Harvest’s license.

There will be no advertising, marketing or branding, including, but not limited to, vinyl-wrapped vehicles, signs, logos or markings, indicating that the vehicle is being used to transport marijuana on transportation vehicles or company cars.

In the event that any marijuana product is undeliverable or refused by the destination, Northeast Select Harvest will ensure that it will be transported back to Northeast Select Harvest’s originating facility.

Northeast Select Harvest will staff all vehicles transporting marijuana and marijuana products with at least two Northeast Select Harvest agents, one of whom will remain in the vehicle at all times that the vehicle contains marijuana or marijuana products. Prior to departing the premises to transport marijuana products, Northeast Select Harvest will make a video record of weighing, inventorying, and accounting for all marijuana products to be transported.

When receiving transported marijuana, within eight hours after arrival, Northeast Select Harvest will re-weigh, re-inventory, and account for, on video, all marijuana and marijuana products received. When videotaping the weighing, inventorying, and accounting of marijuana and marijuana products before transportation or after receipt, Northeast Select Harvest will ensure that the video shows each product being weighed, the weight, and the manifest.

Prior to departure from its facility, Northeast Select Harvest will package marijuana and marijuana products in sealed, labeled, and tamper-resistant or child-resistant packaging, and ensure that marijuana and marijuana products remain as such during transportation.

All vehicles and transportation equipment used in the transportation of marijuana products requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana or marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Any vehicle used to transport marijuana or marijuana products will

be owned or leased by Northeast Select Harvest or a marijuana transporter, will be properly registered, inspected and insured in the Commonwealth, and equipped with an alarm system.

In the case of an emergency stop during the transportation of marijuana or marijuana products, Northeast Select Harvest will maintain a log describing the reason for the stop, the duration of the stop, the location of the stop, and any activities of its personnel exiting the vehicle.

Northeast Select Harvest will ensure that all routes used for the transportation of marijuana or marijuana products are randomized and remain within the Commonwealth.

### Storage Requirements

Northeast Select Harvest will transport marijuana and marijuana products in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers. Marijuana and marijuana products will not be visible from the outside of the vehicle. When transporting marijuana and marijuana products, no other products will be transported or stored in the vehicle nor will firearms be located in the vehicle or on transporting agents.

### Communications

Any vehicle used by Northeast Select Harvest to transport marijuana and marijuana products will contain a global positioning system (GPS) monitoring device that is: 1) not a mobile device that is easily removable; 2) attached to the vehicle at all times that the vehicle contains marijuana and marijuana products; and 3) monitored by Northeast Select Harvest during transport of marijuana and marijuana products. Northeast Select Harvest will obtain an inspection from the Commission prior to initial transportation of marijuana and marijuana products and after any alteration to the locked storage compartment.

Each Northeast Select Harvest agent transporting marijuana products will have access to a secure form of communication with personnel at Northeast Select Harvest at all times that the vehicle contains marijuana and marijuana products. Northeast Select Harvest will utilize either two-way digital or analog radio, cellular phones, or satellite phones for these purposes dependent upon the transportation area, base capabilities, cellular signal coverage, antenna coverage, and frequency of transportation.

Prior to and immediately after leaving Northeast Select Harvest premises, Northeast Select Harvest agents will be required to use a secure form of communication to contact agents at the Northeast Select Harvest facility to test communications and GPS operability. In the event that communications or the GPS system fail while on route, the Northeast Select Harvest agents

transporting marijuana or marijuana products must return to the originating Northeast Select Harvest location until the communication system or GPS system is once again operational.

Marijuana establishment agents transporting marijuana or marijuana products will be required to contact the Northeast Select Harvest facility when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

Northeast Select Harvest will ensure that there is a Northeast Select Harvest agent assigned to monitoring the GPS unit and secure form of communication, who will be required to log all official communications with marijuana establishment agents transporting marijuana products. All manifests used in the transportation of marijuana will be filled out in triplicate, with the original manifest remaining with originating facility, a second copy provided to the destination marijuana establishment upon arrival, and a copy to be kept with the agent during transportation and returned to the marijuana establishment or marijuana transporter upon completion of the transportation. The manifest will be securely transmitted to the destination marijuana establishment via facsimile or email prior to departure.

Upon arrival at the destination marijuana establishment, agents will compare the manifest produced by delivery agent and the copy transmitted by facsimile or email to the destination marijuana establishment. Each manifest will include, at a minimum, the originating marijuana establishment name, address, and registration number; the names and registration numbers of the agents who transported the marijuana products; the name and registration number of the marijuana establishment agent who prepared the manifest; the destination marijuana establishment name, address, and registration number; a description of the marijuana and marijuana products being transported, including the weight and form or type of the product; the mileage of the transporting vehicle at departure from Northeast Select Harvest and mileage upon arrival at destination marijuana establishment, as well as mileage upon return to Northeast Select Harvest; the date and time of departure from Northeast Select Harvest and arrival at destination marijuana establishment for each transportation; a signature line for the marijuana establishment agent who receives the marijuana products; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighed and re-inventoried; the name of the marijuana establishment agent at the destination marijuana establishment who re-weighed and re-inventoried products; and the vehicle make, model, and license plate number.

Manifest will be maintained inside of the delivery vehicle throughout the entire transportation process until delivery is complete. All transportation manifests will be retained by Northeast Select Harvest for a minimum of one year and will be available for inspection by the Commission upon request.

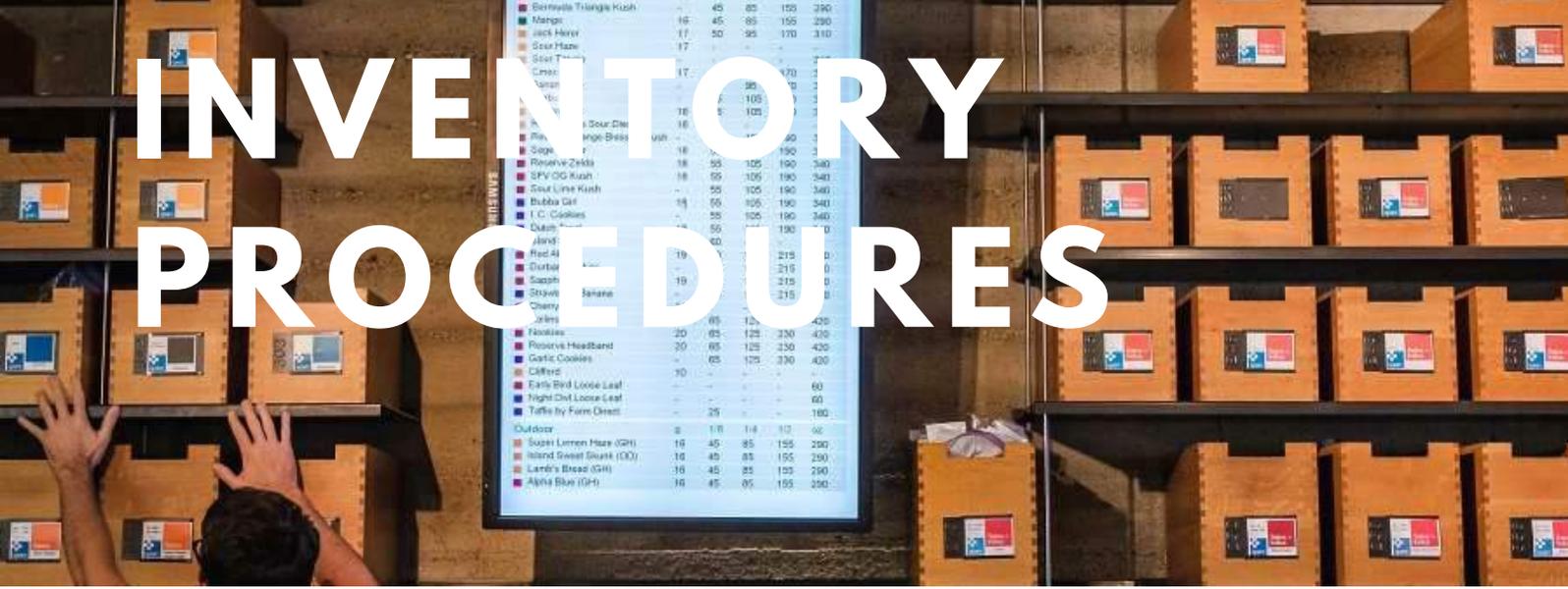
Should any unusual discrepancy occur in weight or inventory, Northeast Select Harvest agents will document and report the discrepancy to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy. Northeast Select Harvest agents will report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such accidents, diversions, losses, or other reportable incidents.

Each agent transporting or otherwise handling marijuana or marijuana products for Northeast Select Harvest will be registered as a marijuana establishment agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Northeast Select Harvest prior to transporting or otherwise handling Northeast Select Harvest's marijuana or marijuana products.

All Northeast Select Harvest agents will carry their registration cards at all times when transporting marijuana or marijuana products for Northeast Select Harvest and will produce their registration card to the Commission or law enforcement officials upon request. Northeast Select Harvest will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

Representatives of the Commission, other Commonwealth agencies, and emergency responders responding in the course of an emergency will have access to all Northeast Select Harvest transportation vehicles as necessary.

# INVENTORY PROCEDURES



NESH shall maintain our inventory management system as specified by the CCC's requirements in 935 CMR 500.105 (8)

## INVENTORY TRACKING SYSTEM: METRC

- We use METRC, a cloud-hosted, compliance management online reporting system used by the CCC for the oversight of Marijuana in the Commonwealth.
- The system provides end-to-end tracking and tracing of marijuana products to prevent any form of diversion.
- By the use of RFID (Radio Frequency Identification) technology combined with serialized item tracking, the system creates an end-to-end surveillance system that provides real-time visibility at any given time into our inventory.
- It also provides an aggregated data regarding the sales of marijuana products along with providing the accurate technology to track inventory and monitor drug diversion.

## PERIODIC INVENTORY COUNT

- We establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products ready for dispensing and stored marijuana.
- We conduct a monthly inventory of all marijuana products in the dispensing and storage areas.
- We conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory.

## IN CASE OF DISCREPANCY

- Any discovery of discrepancies in the weight of our products, loss or unauthorized alterations of marijuana products shall be reported immediately to the CCC and law enforcement officials.

# QUALITY CONTROL AND TESTING

Northeast Select Harvest Corp. (“Northeast Select Harvest”) will comply with the following sanitary requirements:

1. Any Northeast Select Harvest agent whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be handled and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Northeast Select Harvest agent working in direct contact with 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. Northeast Select Harvest’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 areas where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Northeast Select Harvest’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Northeast Select Harvest 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);
6. Northeast Select Harvest’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Northeast Select Harvest’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Northeast Select Harvest’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Northeast Select Harvest 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;
11. Northeast Select Harvest will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Northeast Select Harvest'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 the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. Northeast Select Harvest will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Northeast Select Harvest 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. Northeast Select Harvest 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.

Northeast Select Harvest'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 pursuant to 21 CFR 1.908(c).

Northeast Select Harvest will ensure that Northeast Select Harvest's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Northeast Select Harvest 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 Northeast Select Harvest 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 the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

## Testing

Northeast Select Harvest will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Northeast Select Harvest's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH.

Northeast Select Harvest's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) 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.

Northeast Select Harvest will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Northeast Select Harvest's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Northeast Select Harvest for disposal or by the Independent Testing Laboratory disposing of it directly.

# DISPENSING PROCEDURES



The dispensing procedure at NESH shall be compliant to all regulations and in line with industry standards.

Customers shall be required to provide a government-issued, valid ID to our security personnel. Security guards are provided by third-party security company and shall remain on duty during all hours of operation. Depending on the crowd of customers inside the store, security guard may request customers to wait in the vestibule, if applicable.

Once cleared for entry, customers shall proceed into the retail space through a secure door. Our interiors of our retail space shall be designed to create a clean, sleek, modern and an open concept. Our retail store will have the appearance of high-end boutique stores or the likes of an Apple store. Marijuana products shall be displayed in display cases behind the counters. We plan to line our wooden tables that display our products under a glass with lines of iPads. We plan to be intentional about providing interactive touch screen technology to our customers so they feel navigate information about marijuana and related questions at their own comfort level. In addition, our on-site employees are going to be present to guide all our customers with their shopping (or simply browsing) experience.

Once customers decide to buy our products, if any, they are directed to the point of sale/check-out counter. Here, customers will have their IDs checked once again to verify their age and state. Our employees are trained to check our customers state (even though we can sell our products to customers from any state) to inform them that they can consumer marijuana during their visit to Massachusetts (however, not in public spaces), but that they cannot travel across state lines with marijuana. At this time, customers will pay, most probably by cash, to pay for their purchased items.

NESH makes sure that all our purchased products leave the store in our exit bags which are opaque, child and tamper resistant, and compliant to all regulations. Once the purchase is completed, customers are escorted to exit through a different secure door.

# PERSONNEL PROCEDURES

## IV. Wages

- A. Method of Pay
  - 1. Payroll period
  - 2. Pay delivery (time, place, and person)
  - 3. Lag time between payroll period and delivery (including terminations)
  - 4. Form of pay (cash, check, product, other)
- B. Pay Rate Determination
  - 1. General relationship of overall scale to external factors (minimum wage, union contracts, prevailing wage in labor market, cost of living)
  - 2. Internal factors affecting general wage level (philosophy, ability to pay)
  - 3. Factors affecting individual pay rate (job type, continuity status, appraised performance, results, etc.)
  - 4. Relationships between pay ranges for different jobs
  - 5. Units (hour, week, month) for time-based rates
  - 6. Definition of results (quantity, quality, cost control, etc.) and formula for output-based pay (e.g., piece rate)
  - 7. Performance-based bonuses
- C. Overtime pay
  - 1. Definition of overtime
  - 2. Overtime pay calculations and differentials
- D. Deductions
  - 1. Specification, by type:
    - a. Mandatory-statutory (e.g., disability, social security, insurance)
    - b. Mandatory-company (e.g., required pension plan)
    - c. Optional (e.g., savings, voluntary retirement)
  - 2. Determination of amounts deducted
  - 3. Check and stub examples
- E. Garnishments
  - 1. Procedures; when and how it happens; notification of employee
  - 2. Company attitude and response (philosophy, discipline)
- F. Advances, Loans
  - 1. Provisions for and conditions of advances
  - 2. Procedures and terms (requests, amount limits, and payback methods)
- G. Privacy and Disclosure
  - 1. Information about individual that is (a) always, (b) sometimes, and (c) never disclosed to self, to other company employees, or to outsiders
  - 2. Procedures for outsiders to obtain information about individual employees

## V. Benefits

- A. (For) Government required pay or leaves: (1) nature and purpose; (2) who pays for it; (3) procedures for obtaining benefits
  - 1. Workers' Compensation Insurance
  - 2. Disability Insurance
  - 3. Unemployment Insurance
  - 4. Social Security (FICA)
  - 5. Other required pay
  - 6. Military leave
  - 7. Jury duty leave
  - 8. Maternity leave
  - 9. Other required leaves
- B. Non-Government required pay, leaves, benefits
  - 1. Health and Life Insurance
    - a. Types and limits of coverage; options
    - b. Costs (per employee) to company and employee

# PERSONNEL PROCEDURES

- c. Eligibility conditions
- d. Extension after employment termination
- 2. Bonuses (rewards for employment itself, not contingent on performance)
  - a. Eligibility
  - b. Computation
- 3. Holidays
  - a. Holidays observed by company
  - b. Obligations to work on holidays; pay differentials
  - c. Eligibility for and computation of holiday pay
- 4. Vacation
  - a. Eligibility for and computation of credits
  - b. Scheduling procedures and restrictions
  - c. Disposition of unused credits
- 5. Sick Leave
  - a. Eligibility for and computation of credits
  - b. Valid uses
  - c. Notification requirements on day of leave
  - d. Verification requirements
  - e. Disposition of unused credits
- 6. Other Leave: Provisions and eligibility
- 7. Housing
  - a. Form of benefit (allowance or company facilities); if specified facility, location
  - b. Eligibility; move-in and out procedures
  - c. Charges to employee; employer cost contributions
  - d. Inclusions, mandatory or optional
- 8. Pension, Retirement, and Savings Plans
  - a. Eligibility for participation
  - b. Vesting schedule
  - c. Options
- 9. Other
  - a. Facilities for employee use
  - b. Use of company equipment
  - c. Product or discounts available

## VI. Miscellaneous

- A. Solicitation on company property: permission and prohibitions (persons, times, locations, purposes)
- B. Bulletin Boards
  - 1. Locations
  - 2. Materials regularly posted by company
  - 3. Space available to employees, others
- C. Parking
  - 1. Provision and limitations
  - 2. Reserved spaces and priorities
- D. Visitors
  - 1. Conditions for admission
  - 2. Permitted times and places
- E. Social and Recreation
  - 1. Clubs and activities sponsored
  - 2. Welfare funds

## VII. Conclusion

- A. Closing Statement
- B. Policy Changes
  - 1. How, when, and by whom
  - 2. Method of notifying employees

# RECORD-KEEPING

NESH shall maintain our records in accordance with the CCC's record-keeping requirements in 935 CMR 500.105 (9).

## CATEGORIES OF RECORDS

- **Operating procedures** as required by 935 CMR 500.105(1) including but not limited to: security measures; storage of marijuana; procedures for accurate record keeping; inventory protocols; emergency procedures; alcohol, smoke and drug-free workplace policies; confidentiality plan; policy for dismissal and reporting of employees in cases of marijuana diversion; unsafe practices or conviction; list of all board members and executives; policies to handle cash; prevent diversion; procedures for energy efficiency.
- **Inventory records** as required by 935 CMR 500.105 (8)
- **Personnel records** which include employee job descriptions, organizational charts, documentation of verification of references, completed training including Responsible Vendor for a minimum of four years, and eight-hour related duty training, performance evaluations, any disciplinary actions taken, personnel policies and procedures, and background check reports.
- **Staffing plan** demonstrating our business hours of operation.
- **Business records** including manual or computerized records of: assets and liabilities, monetary transactions, books of accounts that include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers, record of sales, and salaries and wages paid to employees.
- **Waste Disposal records** shall be maintained pursuant to 935 CMR 500.105(12).

## MAINTENANCE OF RECORDS

All our records, either handwritten or computerized, shall be maintained with generally accepted accounting principals. They shall be maintained for a minimum of two years in a form and location acceptable to the CCC. Additionally, they shall be made available for any inspection by the CCC, upon request.

# MAINTAINING FINANCIAL RECORDS

Northeast Select Harvest Corp.'s ("Northeast Select Harvest") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, 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, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - 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; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If co-located with a medical marijuana treatment center, maintaining and providing 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).

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

# QUALIFICATIONS AND TRAINING

Northeast Select Harvest Corp. (“Northeast Select Harvest”) will ensure that all employees hired to work at a Northeast Select Harvest facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

## Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Northeast Select Harvest will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Northeast Select Harvest discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Northeast Select Harvest will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

## Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Northeast Select Harvest’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Northeast Select Harvest’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Northeast Select Harvest’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Northeast Select Harvest’s owners, managers, and employees will then successfully complete the program once every year thereafter. Northeast Select Harvest will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Northeast Select Harvest’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Northeast Select Harvest’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana’s effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.



NESH is an Equal Opportunity Employer. We believe that a diverse workforce drives economic growth. As such, Diversity is key to our mission of building an extraordinary team that delivers unparalleled results for our business and our customers. We strive to recruit people with exceptional talent and ability—and to celebrate their differences while doing so.

Our strategic planning for diversity encourages providing employment opportunities for individuals from all races, religions, color, sex, age, national origin, disability, gender, identity, military status, or any other protected status under applicable federal, state or local law, without any discrimination.

## **DIVERSITY GOALS**

- Design our recruitment process to build a diverse, equitable, and an inclusive workforce where we hire individuals with varied backgrounds, perspectives, and identities in order to create a united work culture.
- Promote equity in our workplace among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations by providing opportunity in all aspects of employment, including but not limited to, hiring, promotion, salary, benefits, and other terms and conditions of employment (and discharge).
- Increase the representation level of individuals from above-mentioned demographics to create a truly inclusive organizational culture where employees feel valued and differences of ethnic and culture backgrounds, national origin, gender identities, and varied backgrounds are embraced.
- Employ at least 30% of our staff who are Somerville residents of: (i) African-American decent (ii) Latino decent (iii) A Veteran (iv) State-approved Economic Empowerment Applicants (v) Individuals formally incarcerated for marijuana offence
- Once we've hired the right people who are qualified, efficient and diverse, ensure employee retention.



## DIVERSITY PROGRAMS

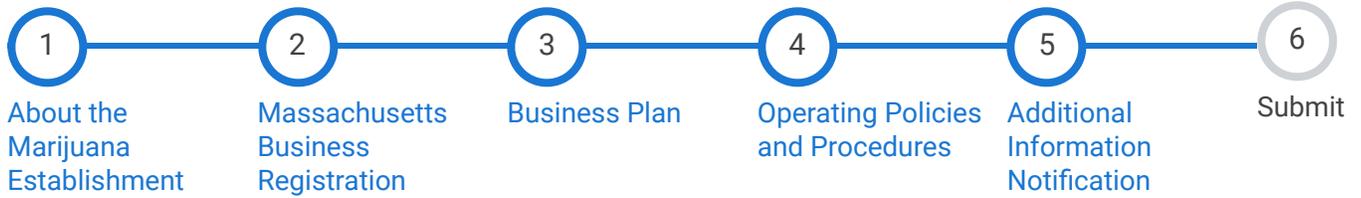
- Advertise job openings in areas of Somerville that are more economically disadvantaged
- Ensure advertisements on job openings are published in English, Spanish, Portuguese and Creole.
- Provide **robust training** to our employees at the start of the employment to educate them about our core values, the work culture, and appreciation of diversity in our workplace.
- Develop an **in-house employee professional development program** to offer our employees opportunities to enhance their skills in the cannabis industry. provide opportunities for career advancement and prepare them for future opportunities within the industry.
- Offer opportunities for employees to **participate in courses, seminars, conferences and networking events** tailored to educate them about the increasingly sophisticated and technical cannabis industry, improve their craft, and bring new knowledge back to the entire team.
- Understand and provide tools and opportunities to help employees interested to move up in their **career trajectories**.
- Provide various **perks and benefits** for our employees, that could include but are not limited to, discount products, traveling to participate in trade-show opportunities and cannabis networking events, daycare services, and flexible vacation, to name a few.
- Finally, **implement fair compensation practices** across the board.

## DIVERSITY EVALUATION METRICS

- Assess the percentage of minorities, women, veterans, people with disabilities, individuals who identify themselves as LGBT.
- Assess diversity in hiring: number of employees and staff hired, trained and retained who come from above mentioned demographics.
- Assess diversity in hiring: number of executives and board members who come from above mentioned demographics.
- Pay increases and promotion evaluation among employees.
- Turn over rates of employees from specific demographics.
- Career development opportunities provided for above-mentioned demographics.
- Employee surveys and exit interviews conducted to collect information about discrimination complaints, fair compensation, and opportunities provided.



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**Application #: MRN282571**

## Additional Information Notification

Notification \*

*I understand that a complete application includes four packets:*

- *Application of Intent*
- *Background Check*
- *Management and Operations Profile*
- *Application Fee Payment*

*I understand that this packet is only one of those four packets.*

*I understand that I will need to complete the Application Fee Payment packet before any part of my application is evaluated by the Cannabis Control Commission.*

I Understand

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For assistance please call the Cannabis Control Commission at 617-701-8400 or email at