Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Cultivator

General Information:

License Number: MC281749

Original Issued Date: 02/05/2020

Issued Date: 02/05/2020

Expiration Date: 02/05/2021

Payment Received: $1250 **Payment Required:** $1250

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Ipswich Pharmaceutical Associates, Inc. **Federal Tax Identification Number EIN/TIN:** [redacted]

Phone Number: 508-397-0217 **Email Address:** jodiem1955@gmail.com

Business Address 1: 0 Bullards Crossing Road **Business Address 2:**

Business City: Hinsdale **Business State:** MA **Business Zip Code:** 01235

Mailing Address 1: 53 Town Farm Road **Mailing Address 2:**

Mailing City: Ipswich **Mailing State:** MA **Mailing Zip Code:** 01938

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Disability-Owned Business, Veteran-Owned Business

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201928

RMD INFORMATION

Name of RMD: Ipswich Pharmaceutical Associates, Inc.

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 **Percentage Of Control:** 60

Role: Executive / Officer **Other Role:**

First Name: Joseph **Middle Name:** Francis **Last Name:** McCarthy **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 30.1

Role: Executive / Officer **Other Role:**

First Name: Elizabeth **Middle Name:** **Last Name:** McCarthy **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 9.9 **Percentage of Ownership:**

Entity Legal Name: ZAFA XXV, LLC **Entity DBA:** **DBA City:**

Entity Description: Closely held manager-managed LLC family investment vehicle controlled and managed by Henry Zachs

Foreign Subsidiary Narrative: ZAFA XXV, LLC is the primary source of financing for Ipswich Pharmaceutical Associates, Inc. at this time. Upon the occurrence of certain events specified in the Amendment to the Secured Promissory Note attached to this application, ZAFA XXV's loan will convert into shares of common stock, in an amount equal to 20% of the stock owned by Jodie McCarthy (the CEO) and his family members. ZAFA XXV has the right to review all other lending and buy-out offers, and IPA must obtain their consent before entering into such a transaction, which consent shall not be unreasonably withheld.

Entity Phone: 860-777-5702 **Entity Email:** hzachs@mcmgt.com **Entity Website:**

Entity Address 1: 40 WOODLAND ST **Entity Address 2:**

Entity City: HARTFORD **Entity State:** CT **Entity Zip Code:** 06105

Entity Mailing Address 1: 181 MOUNTAIN SPRING RD **Entity Mailing Address 2:**

Entity Mailing City: FARMINGTON **Entity Mailing State:** CT **Entity Mailing Zip Code:** 06032

Relationship Description: Upon the occurrence of certain events specified in the Amendment to the Secured Promissory Notice attached to this application, ZAFA XXV's loan will convert to shares of common stock in Ipswich Pharmaceutical Associates, Inc. in an amount equal to 20% of the stock owned by Jodie McCarthy (the CEO) and his family members. ZAFA XXV has the right to review all other lending and buy-out offers, and IPA must obtain their consent before entering into such a transaction, which consent shall not be unreasonably withheld.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Henry **Middle Name:** [redacted] **Last Name:** Zachs **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Henry Zachs is the Managing Member of ZAFA XXV, LLC. He has also made available $1 million from his personal accounts to be used by Ipswich Pharmaceutical Associates, Inc. for its business.

Close Associates or Member 2

First Name: Benjamin **Middle Name:** **Last Name:** Zachs **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Benjamin Zachs is a member of ZAFA XXV, LLC. He actively contributes to the internal decision-making of the Marijuana Establishment primarily in operations matters.

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Henry **Middle Name:** [redacted] **Last Name:** Zachs **Suffix:**

Types of Capital: Debt, Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $1000000 **Percentage of Initial Capital:** 64.5

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Joseph **Middle Name:** **Last Name:** McCarthy **Suffix:**

Types of Capital: Debt, Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $125000 **Percentage of Initial Capital:** 8.1

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Elizabeth **Middle Name:** **Last Name:** McCarthy **Suffix:**

Types of Capital: Debt, Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $125000 **Percentage of Initial Capital:** 8.1

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: ZAFA XXV, LLC **Entity DBA:**

Email: hzachs@mcmgt.com **Phone:** 860-727-5702

Address 1: 40 Woodland St **Address 2:**

City: Hartford **State:** CT **Zip Code:** 06105

Types of Capital: Debt, Monetary/Equity **Other Type of Capital:** Convertible note **Total Value of Capital Provided:** $300000 **Percentage of Initial Capital:** 19.3

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 0 Bullards Crossing Road

Establishment Address 2: commonly known as Bullards Crossing

Establishment City: Hinsdale **Establishment Zip Code:** 01235

Approximate square footage of the Establishment: 20000 **How many abutters does this property have?:** 4

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

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

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	EXECUTED Host-Community-Agr-Cert redated.pdf	pdf	5cdf0b2133099617d7941cbd	05/17/2019
Community Outreach Meeting Documentation	Revised COM doc with attachments v2.pdf	pdf	5d8a9976e87dc81b07ffeab8	09/24/2019
Plan to Remain Compliant with Local Zoning	2019-10-01 Revised Plan to Comply with Local Zoning Laws v3.pdf	pdf	5d93af79c1702815d521a878	10/01/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	5.16.19 Positive Impact Plan REV 2 + letter.pdf	pdf	5cdf17c9acc50017edd5f242	05/17/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Joseph **Middle Name:** [redacted] **Last Name:** Mccarthy **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**

First Name: Elizabeth **Middle Name:** **Last Name:** McCarthy **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 3

Role: Other (specify) **Other Role:** Close Associate

First Name: Henry **Middle Name:** [redacted] **Last Name:** Zachs **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Other (specify) **Other Role:** Security Director

First Name: Kevin **Middle Name:** [redacted] **Last Name:** McTeigue **Suffix:**

RMD Association: RMD Manager

Background Question: no

Individual Background Information 5

Role: Other (specify) **Other Role:** Close Associate

First Name: Benjamin **Middle Name:** **Last Name:** Zachs **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor **Other Role:**

Entity Legal Name: ZAFA XXV, LLC **Entity DBA:** **Federal Tax Identification Number EIN/TIN:** [redacted]

Entity Description: Closely held manager-managed LLC family investment vehicle controlled and managed by Henry Zachs

Phone: 860-306-2787 **Email:** hzachs@mcmgmt.com

Primary Business Address 1: 40 Woodland Street **Primary Business Address 2:**

Primary Business City: Hartford **Primary Business State:** CT **Principal Business Zip Code:** 06105

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	9.5.18 Good Standing DOR.pdf	pdf	5c9e7e31293a5312448edb97	03/29/2019
Secretary of Commonwealth - Certificate of Good Standing	9.5.18 Good Standing SOC.pdf	pdf	5c9e7e41b411c1126cf07519	03/29/2019
Articles of Organization	2013 IPA Articles of Organization.pdf	pdf	5c9e7e533779161b2a877c28	03/29/2019
Articles of Organization	01.2019 Certificate of Change of Directors or Officers.pdf	pdf	5c9e7e68635d511b34754553	03/29/2019
Bylaws	12.8.15 IPA Amended Bylaws part 1.pdf	pdf	5c9e7f532724e81b5255fdc2	03/29/2019
Bylaws	12.8.15 IPA Amended Bylaws part 2.pdf	pdf	5c9e7f5e8d16491b5c0fc9ab	03/29/2019
Bylaws	Amendment to IPA ByLaws.pdf	pdf	5cdf1f68622b7c1357f6e1e0	05/17/2019

No documents uploaded

Massachusetts Business Identification Number: 001111562

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date

Business Plan	04.13.19 IPA_Business Plan.pdf	pdf	5cb38172f25dae4c6c3f0ee1	04/14/2019
Proposed Timeline	Hinsdale Proposed Timeline for Operation REV.pdf	pdf	5cd9d113722cea17c125cc38	05/13/2019
Plan for Liability Insurance	Plan to Obtain Liability Insurance + application.pdf	pdf	5cddf26d50e7af1803c1bf8f	05/16/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	2 Separating recreational from medical operations copy.pdf	pdf	5cb356bd36e3e844f3b50f57	04/14/2019
Restricting Access to age 21 and older	3 Restricting Access to age 21 or older copy.pdf	pdf	5cb356cc942dc34c4ebdf9f2	04/14/2019
Prevention of diversion	5 Prevention of Diversion Plan copy.pdf	pdf	5cb356d8df25934c58f848b6	04/14/2019
Storage of marijuana	6 Storage of Marijuana Plan copy.pdf	pdf	5cb356e251be434c62d297f6	04/14/2019
Transportation of marijuana	7 Transportation Plan copy.pdf	pdf	5cb356eef25dae4c6c3f0eb7	04/14/2019
Quality control and testing	9 Quality Control and Testing Procedures rev.pdf	pdf	5cb3570b73349d44fd629660	04/14/2019
Dispensing procedures	10 Dispensing Procedures copy.pdf	pdf	5cb358306b08e34c76328806	04/14/2019
Personnel policies including background checks	11 Personnel Policies copy.pdf	pdf	5cb358416b08e34c7632880a	04/14/2019
Record Keeping procedures	12 Record-keeping Procedures copy.pdf	pdf	5cb3585d942dc34c4ebdfa00	04/14/2019
Maintaining of financial records	13 Maintenance of Financial Records copy.pdf	pdf	5cb3586af25dae4c6c3f0ec6	04/14/2019
Policies and Procedures for cultivating.	SOP - General Cultivation REV.pdf	pdf	5cd9d1dbfe6a8617e208a914	05/13/2019
Qualifications and training	15 Hinsdale Detailed Description of Qualification and Intended Training for Agents.pdf	pdf	5cdc865269291617ba85c909	05/15/2019
Inventory procedures	8 Inventory Procedures copy.pdf	pdf	5d38dfbd0dc32e386aece219	07/24/2019
Security plan	IPA Revised Security Plan.pdf	pdf	5d38e09df0e76e38a87cdbb7	07/24/2019
Diversity plan	20-01-09 IPA Diversity Plan - Hinsdale.pdf	pdf	5e17af32bb37d053183e0e8b	01/09/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notifcation: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 6:00 AM	**Monday To:** 6:00 PM
Tuesday From: 6:00 AM	**Tuesday To:** 6:00 PM
Wednesday From: 6:00 AM	**Wednesday To:** 6:00 PM
Thursday From: 6:00 AM	**Thursday To:** 6:00 PM
Friday From: 6:00 AM	**Friday To:** 6:00 PM
Saturday From: 6:00 AM	**Saturday To:** 6:00 PM
Sunday From: 6:00 AM	**Sunday To:** 6:00 PM

Summary of Business Plan

Ipswich Pharmaceutical Associates, Inc.

Revised 2/28/2019

Contents

SUMMARY 1
MISSION 1
BOARD MEMBERS 1
ROLE OF THE BOARD OF DIRECTORS 1
JOSEPH MCCARTHY, PRESIDENT 1
ELIZABETH MCCARTHY, DIRECTOR OF OPERATIONS AND TREASURER 2
PRODUCTS AND SERVICES 2
FACILITIES 2
DEVELOPMENT OF DISPENSARY ..... **ERROR! BOOKMARK NOT DEFINED.**
GROWING FACILITY 3
OPERATIONS 3
CULTIVATION 3
PLANTING 3
HARVESTING 3
PACKAGING 3
TESTING AND SAFETY 3
GROSS INVENTORY CONTROL 3
DISPENSARY AND PATIENT INTERACTION 3
PATIENT QUALIFICATIONS (CCC) 3
ADULT-USE QUALIFICATIONS (RME) 3
THE (21 PLUS ADULT-USE CUSTOMER) MUST PRESENT EITHER A VALID PASSPORT, CURRENT DRIVER'S LICENSE OR A VALID MASS. STATE PICTURE ID. 3
BUSINESS OPERATIONS 3
PRICING AND MARKET SHARE 3
FINANCES, ACCOUNT PAYABLE, ACCOUNTS RECEIVABLE 3
PERSONNEL AND TRAINING 3
SECURITY 3
INSURANCE 3
PR AND MARKETING 4
CHARITABLE GIVING 4
FINANCIALS 4
TIME TABLE 5
FIRST TWO MONTHS 5
THIRD MONTH 5
FOURTH MONTH 5
FIFTH MONTH 5
SIXTH MONTH 6
- BEGIN 1ST CYCLE OF PHASE 2 PLANTING 6
A. APPENDIX: IPA BY-LAWS 7
ARTICLE I 7
OFFICES 7
ARTICLE II 7

BOARD OF DIRECTORS 7
ARTICLE III 9
OFFICERS 9
ARTICLE IV 10
BOARD OF ADV1SORS 10
ARTICLE V 10
MISCELLANEOUS 10
ARTICLE VI 11
CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS 11
ARTICLE VII 11
INDEMNIFICATION 11
ARTICLE VIII 12
AMENDMENTS 12
B. APPENDIX: DIRECTOR'S DUTIES AND RESPONSIBILITIES 13
DIRECTOR'S DUTY OF CARE 13
DUTY OF LOYALTY 14
ORGANIZATIONAL CHART ..... **ERROR! BOOKMARK NOT DEFINED.**
JOB DESCRIPTIONS 16
EXECUTIVE DIRECTOR 16
DIRECTOR OF OPERATIONS 16
DIRECTOR OF FINANCE 16
DIRECTOR OF COMPLIANCE 16
FACILITIES MANAGER 18
BUDTENDER 18
- RECEPTIONIST 19
DRIVER 19
EXTERNAL SITE PHOTOGRAPHS-ROWLEY RETAIL LOCATION-116 NEWBURYPORT TURNPIKE **ERROR! BOOKMARK NOT DEFINED.**

Summary of Business Plan

Ipswich Pharmaceutical Associates

Summary

Mission

Ipswich Pharmaceutical Associates, Inc. is dedicated to providing high-quality marijuana and marijuana products and superior service to registered Massachusetts medical cannabis patients and adults aged 21 and older in a secure and compassionate environment.

Many of us have family, friends or colleagues who have suffered the ravages that not only come from severe illness, but often from the side effects of pain medication which leave them unable to focus or function. We believe that by supplying safe, high quality medical cannabis to those who suffer from chronic pain and illness, we can provide the relief that will enhance the quality of their lives. It is our goal to supply all qualified patients and will offer discounted or free medicine to those who require assistance. We also believe that all adults of age should have the ability to purchase marijuana and marijuana products that are tested in a safe environment.

As Massachusetts citizens we believe that we also have a responsibility to give back to the communities that we serve and will strive to make a positive impact through support of educational and community programs. In particular we welcome the opportunity to provide philanthropic giving to worthy programs such as Excellence in Education and the community DARE program. Our non-profit structure will make us accessible through a Community Liaison in order to address other needs in the community, particularly among the underserved populations of Essex County.

We seek to operate in a clear and transparent manner, while providing the confidentiality that our patients will require. In return, we will expect all patients to meet the qualifications and requirements as laid forth by Massachusetts state law or by regulations established by the CCC. Proper documentation will always be required.

Board Members

Role of the Board of Directors

The Board of Directors will serve in an advisory role, making recommendations to the Trustees on a wide range of topics. Matters that will come before the board include financial, operational, sales and marketing, research and development, security, and community issues. Details of the responsibilities and commitments between Ipswich Pharmaceutical Associates, Inc. and the Board Members are described in the IPA Bylaws and the Director's Duties and Responsibilities (see Appendix A).

Joseph McCarthy, President

As President, Joseph McCarthy will make sure that the recreational retail establishment and IPA's RMD operations are in compliance with the Cannabis Control Commission's regulations and laws of the Commonwealth of Massachusetts. His role will be to make sure that the mission of the organization is upheld and that the corporation remains in good standing with

the communities it serves. He will execute the bylaws and will serve the corporation's best interests, including prudent management of the organization's funds.

Joseph McCarthy, a disabled veteran who proudly served our country as a Marine, takes the mission of IPA personally. He has spent time with other veterans who have been impacted by pain and disability and is driven to provide alternative and safe medicine to improve the quality of life.

A Journeyman Electrician (member of IBEW Local 103 since 1984), entrepreneur, and owner/manager of income real estate, Joseph has broad experience that will ensure a safe and secure environment for all. His expertise in lighting and his experience with construction will assure the proper environment for cultivation of the medicine.

Elizabeth McCarthy, Director of Operations and Treasurer

Elizabeth McCarthy will be responsible for maintaining all records, correspondence and reports, both routine and confidential. She will attend all meetings of the Trustees and Board Members and will capture notes to include as minutes from each meeting. She will be responsible for filing all necessary paperwork with the Commonwealth and making sure that all patients provide proper documentation.

Elizabeth McCarthy has a wealth of organizational skills. As a local business owner, she has been responsible for all aspects of her organization, including sales, training, operations, invoicing, accounts payable, accounts receivable, and staffing. She is broadly involved with her community, successfully executing and participating in funding projects for both school and community programs.

Elizabeth will be responsible for auditing all the accounts, making sure that the accounts payable and receivable are executed in a timely manner, and that the creditability and financial health of IPA is maintained.

Elizabeth has twenty-five years of retail experience, with extensive skills in managing all financial aspects of accounting and financial reporting in extremely diverse and demanding environments.

Products and Services

Cultivation Facility

IPA's cultivation facility shall be located in Hinsdale, Massachusetts at the property known as Bullards Crossing. The architectural plan will be submitted to the CCC upon request.

This location qualifies under Hinsdale zoning laws. The Town Planner, Town Manager, Chief of Police and Essex County Sherriff are all aware

IPA has always been clear in its desire to locate its base of operations in a community that would value the relationship. The Town of Hinsdale is such a location. The entrepreneurial spirit is alive and thriving today, with forward-thinking voters. Additionally, IPA board members have strong ties to the community. These strong ties will only bolster the relationship with the Town of Hinsdale over time.

It was also apparent from the results of the November 2012 and November 2016, ballot measures that there is community support legalization of both medical and recreational marijuana sales. Many in town have shared stories of ill friends and relatives who have not been able to find relief through their conventional treatment and

are seeking an alternative. It is IPA's mission to provide this alternative.

IPA knows that there is confusion and misinformation about medical and adult-use marijuana. One of IPA's goals is to be involved with the community, to answer questions and to partner with the town and surrounding communities to prevent abuse. Joseph McCarthy, President of IPA, and other members of the Board have attended Hinsdale Town Meetings and have been engaged in conversations with various town officials and organizations since the application process began. Informal and/or formal communications have been held with:

- The Town Manager
- The Chief of Police
- Board of Selectman

Retail Facility

A location 116 Newburyport Turnpike, Rowley, MA 01969 has been secured. It is the intention of IPA to conduct both medical and adult-use retail sales of cannabis from this location upon receipt of all required licenses.

Operations

Cultivation

Planting

Harvesting

Packaging

Testing and Safety

Gross Inventory Control

Dispensary and Patient Interaction

A separate consult and security area will be specified for medical patients only.

Patient Qualifications (CCC)

The patient must present a certified picture ID issued by the Cannabis Control Commission from the Commonwealth of Massachusetts. The law specifies that these are some of the debilitating diseases; cancer, glaucoma, AIDS, hepatitis C, amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, multiple sclerosis and other conditions as determined in writing by a qualifying patient's physician. The law allows a qualifying patient to possess up to a 60-day supply of marijuana for his or her personal medical use. The regulations define a 60-day supply as up to 10 ounces."[1]

Adult-Use Qualifications (RME)

The (21 plus adult-use customer) must present either a valid passport, current driver's license or a valid Mass. State picture ID.

Business Operations

Pricing and Market Share

Finances, Account Payable, Accounts Receivable

Personnel and Training

Security

Insurance

[1] FAQ Regarding the Medical Use of Marijuana in Massachusetts (Updated 5/24/2013), Department of Public Health, Commonwealth of Massachusetts

IPA has applied for an insurance policy in order to fully protect its products, personnel, patients and customers

Category 1 | Retail: The insurance for the retail will be proportionally less than the subsequent categories due to the limited exposure in the growing and cutting facility. The retail requirement would include package lifting, not to exceed 10 lbs. of weight at any given time.

Category 2 | Maintenance: It is necessary to employee one full time electrician/HVAC/Maintenance, whom has been licensed by the State of Massachusetts and meets all requirements of heat, light and power. This professional must have a working knowledge and experience pertaining to high voltage (480 volts) and control wiring.

Category 3 | Cultivation: IPA would employ one full time cultivation manager and as many as up to six greenhouse workers/trimmers.

Category 4 | Cuttings: The IPA cultivation manager will train and oversee all personnel that are to be responsible for the trimming and cleaning of the medical cannabis

Category 5 | MIP Facility: The IPA would employ and require one individual to be safe served certified by the State of Massachusetts and meet all health and safety requirements.

Category 6 | Building: The IPA will maintain all insurance coverage for the building, both internally and externally. The policy will also include business interruption insurance and cover loss of any product.

Category 7 | The IPA will be responsible 24/7 of providing emergency back- up generation, with a 10 second delay. This will ensure that there will not be any loss of power and not affect the smooth running of power to the building and its contents.

PR and Marketing

- Advertising—Colorado allows print media, merchandising, and web-based solutions including social media. Placed a ban on billboards, leafleting, and sign flippers.

Charitable Giving

- IPA Host Agreements have been agreed upon and signed in the towns of Rowley, Becket and Hinsdale. They will receive a 3% from both our Medical and Adult-Use sales. The money will be used as the towns and municipalities see fit.

Financials

Income Statement

	Year 1	Year 2	Year 3
Beginning Cash	$300,000	$40,935	$527,680
Revenue			
Medical and Recreational Marijuana	$458,744	$2,194,655	$3,288,324
Surplus Sales to Other Dispensaries (Medical)		$810,000	$1,620,000
Medical and Recreational Marijuana Accessories	$3,000	$7,200	$7,200
Total Revenue	$461,744	$3,011,855	$4,915,524

Operating Cost			
Payroll and Benefits	$96,000	$963,000	$1,188,000
Growing and processing	$11,400	$114,000	$228,000
Office Expenses & Supplies	$30,450	$60,900	$60,900
Utilities	$12,000	$24,000	$24,000
Insurance	$11,640	$33,360	$43,440
Security	$36,000	$36,000	$36,000
Building Expenses (Rent)	$30,000	$60,000	$60,000
Depreciation/Amortization	$10,000	$12,000	$15,000
Charitable Giving	$9,235	$75,296	$147,466
Taxes	$147,758	$963,793	$1,572,968
Total Expenses	$394,483	$2,342,350	$3,375,773
Net Income	$67,261	$669,505	$1,539,751
Startup Costs			
Licensing	$109,450		
Build-out	$186,876		
Interest on Debit (max 10%)	$30,000		
Principle & Interest Pay down		$182,760	$182,760
Total Start-up Costs	$326,326	$182,760	$182,760
Net Cash Flow	$40,935	$527,680	$1,884,670

Time Table

First Two Months

- Install security
- Pull building permits
- Complete construction of growing facility
- Begin framing of dispensary with accessibility, washroom, etc.
- Meet with grow consultant and procure seeds, growing containers, soil, fertilizer, etc.

Third Month

- Finalize cultivation staffing and provide training
- Begin 1st cycle of phase 1 planting
- Complete construction of dispensary
- Purchase office equipment, computers, printers, etc.

Fourth Month

- Finalize office and dispensary staffing and provide training
- Begin community outreach program
- Purchase and prepare packaging and labeling area
- Begin 2nd cycle of phase 1 planting

Fifth Month

- Prepare dispensary to receive patients

- Expand community outreach
- Begin patient registration
- Begin 3rd cycle of phase 1 planting

Sixth Month

- Harvest 1st cycle of phase 1 planting
- Package and label cannabis
- Open dispensary for sales purposes
- Inform registered patients of medicine availability
- Begin 1st cycle of phase 2 planting

A. Appendix: IPA By-Laws

ARTICLE I

OFFICES

The office of the Corporation shall be located in the city and state designated in the Certificate of Incorporation. The Corporation may also maintain office at such other places the State as the Board of Directors may from time to time approve for the Corporation if required.

ARTICLE II

BOARD OF DIRECTORS

1. The Corporation shall be managed by its Board of Directors. Each director shall be at least 18 years of age. The number of Directors constituting the entire Board shall not be less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the Members or of the Directors. The number of Directors may be increased or decreased by action of the Members or the Board of Directors, provided that any action by the Board of Directors to affect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any Director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualify. Thereafter, Director shall be elected to hold office until the expiration of the term for which he or she was elected, and until his or her successor has been duly elected and qualified, or until) his prior death, resignation or removal.

3. (a) Any Director may be removed with or without cause by vote of the Members of the Corporation. The Board of Directors may remove any director thereof for cause only, at any special meeting of the Board called for that purpose.

   (b) A Director may resign from office at any time by delivering a written resignation to the Board of Directors. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Corporation. Acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the

Members. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) Meetings of the Board shall be held at any place within or without the Commonwealth of Massachusetts as the Board may from time to time fix or as shall be specified in the notice, or waiver of notice thereof. An annual meeting of the Board of Directors shall be held at such time and place as shall be fixed by the Board of Directors from time to time or by the person or persons calling the meeting.

   (b) No notice shall be required for annual meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

   (c) Notice of time and place of each special meeting of the Board of Directors shall be mailed to each Director, postage prepaid, addressed to him or her at his or her residence or usual place of business, or at such other address as he or she may have designated in a written request filed with the Secretary of the Corporation at least eight days before the day on which the meeting is to be held, provided, however that if such notice is for a special meeting requiring prompt action, such notice may be sent to him or her at such address by email or facsimile transmission or by telephone, not less than forty-eight hours before the time at which such meeting is to be held. The requirement for furnishing notice of a meeting may be waived by any Director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him or to her.

6. (a) Except as otherwise stated by law, the Certificate of Incorporation of this Corporation or these Bylaws, a majority of the Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business. At any meeting held to remove one or more Directors a quorum shall consist of a majority of the Directors present at such meeting. Whenever a vacancy on the Board of Directors prevents a quorum from being present, then, in such event, the quorum shall consist of a majority of the Members of the Board of Directors excluding the vacancy. A majority of the Directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as otherwise stated by law or these Bylaws, the vote of a majority of the Directors present at the time of vote, if a quorum is present at such time shall be the act of the Board.

   (b) Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all Members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the Members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

   (c) Any one or more Members of the Board or a committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

7. The Chairperson of the Board, if any, shall preside at all meetings of Members and of the Board of Directors. If there be no Chairperson or in his absence, the President shall preside and, if there be no President or in his absence any other Director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee, and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such power as the Board of Directors may lawfully delegate.

ARTICLE III

OFFICERS

1. The Board of Directors may elect or appoint a Chairperson of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries or Treasurers, or such other officers as the Board of Directors may from time to time appoint. One person may hold more than one office in the Corporation except that no one officer may hold the offices of President and Secretary.

2. Each officer shall hold office until the Annual Meeting of the Board of Directors and until his successor has been duly elected and qualified.

3. Any officer may be removed with or without cause by a vote of the majority of the Board of Directors.

4. The Chairperson shall preside at all meetings of the Board of Directors.

5. (a) The President shall be the chief executive officer of the Corporation, shall have general supervision of the affairs of the Corporation, and shall keep the Board of Directors fully informed about the activities of the Corporation. He or she shall have the power to sign alone, unless the Board of Directors shall specifically require an additional signature, in the name of the Corporation, all contracts authorized whether generally or specifically by the Board. He or she shall perform such other duties as shall from time to time be assigned to them by the Board of Directors.

   (b) In the absence or disability of the President of the Corporation, the Vice-President or, if there be more than one, the Executive Vice-President shall perform all the duties of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

   (c) The Secretary shall attend all meetings of the Members and the Board of Directors, and of the executive committee, and shall preserve in the books of the Corporation true minutes of the proceedings of all meetings. He or she shall safely keep in his or her custody the seal of the Corporation and shall have authority to affix it to all instruments where its use is required. He or she shall give all notices required by statute, by these Bylaws, or resolution

and shall perform any other duties as may be delegated by the Board of Directors or by the executive committee.

(d) The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Corporation. He or she hall have the care and custody of all of the funds and securities of the Corporation, and shall deposit or cause to be deposited said funds in the name and to the credit of the Corporation in such bank accounts at such depositories as the Board of Directors may from time to time determine. He or she shall disburse funds of the Corporation as may be ordered by the Board, taking proper vouchers for the disbursements, and shall render to the president and directors at the annual meetings of the board, and whenever requested by them, an account of all treasurer transactions and of the financial condition of the Corporation. If required by the Board, he or she shall deliver to the President of the Corporation, and shall keep in force, a bond in form, amount and with a surety or securities satisfactory to the board, conditioned for faithful performance of the duties of the office, and for restoration to the Corporation in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and property of whatever kind in the possession or control of the treasurer and belonging to the corporation. He or she shall when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; sign checks, drafts, notes and orders for the payment of money that shall have been duly authorized by the Board of Directors and counter-signed by the President.

(e) The Assistant Secretary, in the absence or disability of the Secretary, shall perform the duties and exercise the powers of the Secretary. The Assistant Treasurer, in the absence or disability of the Treasurer, shall perform the duties and exercise the powers of the Treasurer.

ARTICLE IV

BOARD OF ADV1SORS

1. The Board of Directors may appoint, from time to time, any number of persons as advisors to the Corporation, to act either singly or as a committee or committees. Each such advisor shall hold office at the pleasure of the Board and shall have such authority and obligations as the Board may from time to time determine.

2. No such advisor of the Corporation shall receive any salary, compensation, or emolument for any service rendered to the Corporation, except that the Board of Directors may authorize reimbursement of expenditures reasonably incurred on behalf of activities for the benefit of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account of the Corporation, including a minute book, which shall contain a copy of the Corporation's Certificate of Incorporation, a copy of these Bylaws and

all minutes of meeting of the Boards of Directors, or any committee thereof, of the Members, as well as a list or record containing the names and address of all Members.

2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

ARTICLE VI

CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

1. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Corporation and shall determine who shall be authorized in the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

2. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board of Directors may deem desirable.

ARTICLE VII

INDEMNIFICATION

The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he, his testator or intestate was at any time, a director, officer, or employee of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

The right of indemnification under this section shall be a contract right inuring to the benefit of the directors, officers, other persons entitled to be indemnified hereunder, and no amendment or repeal of this section shall adversely affect any right of such director, officer or other person existing at the time of such amendment or repeal.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a director, officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by the corporation, apply to the directors, officers and other persons associated with constituent corporations that have been merged into or consolidated with the corporation who would have been entitled to indemnification hereunder had they served in such capacity with or at the request of the corporation.

The right of indemnification under this section shall be in addition to and not exclusive of all other rights to which such director, officer or other persons may be entitled. Nothing contained in this section shall affect any rights to indemnification to which corporation employees or agents,

other than directors, officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

ARTICLE VIII

AMENDMENTS

These bylaws may be amended or repealed, in whole or in part, by vote of a majority of the Board of Directors then in office at any meeting of the Board.

B. Appendix: Director's Duties and Responsibilities

Corporate officers and directors must serve the organization in good faith and in a manner that they reasonably believe to be in the corporation's best interests. This includes the prudent management of the organization's funds. Directors and officers may not use their position or the organization as a means by which to further their own personal interests at the expense of the organization.

Corporate boards have final authority over the corporation. While directors may delegate certain responsibilities and authority to officers or committees, they must not abdicate their responsibility to exercise surveillance over those to whom they have delegated that authority. A corollary to this principle is that directors and officers may reasonably rely on information received by other officers, directors, employees, counsel, or other professionals in making decisions for the organization.

Directors and officers of nonprofit corporations also have an obligation to adhere to the organization's mission and to comply with all applicable state and federal laws governing the organization. Special fiduciary duties apply to directors and officers of nonprofit corporations to ensure that the funds of the organization are not used in a way that improperly benefits those who manage such funds.

In recent years, Congress has passed laws requiring directors and officers of for-profit corporations to exercise more proactive oversight regarding the corporation's operations and management of funds. The trend for nonprofit organizations is moving in this direction as well.

DIRECTOR'S DUTY OF CARE

G.L. c. 180 states:

> A director, officer or incorporator of a corporation shall perform his duties as such, including, in the case of a director, his duties as a member of a committee of the board upon which he may serve, in good faith and in a manner he reasonably believes to be in the best interests of the corporation, and with such care as an ordinarily prudent person in a like position with respect to a similar corporation organized under this chapter would use under similar circumstances.

The following overview provides further elaboration regarding the component parts of the statutory language of the duty of care in G.L. c. 180:

- **in good faith**—This phrase means honestly or in an honest manner. A director purporting to rely on information that he or she knows to be untrue will not be considered to be acting in good faith.
- **he reasonably believes**—This phrase establishes the objectivity of the standard governing director conduct (i.e., "reasonably"), recognizes the subjectivity of that conduct (i.e., "he . . . believes") and reinforces the good-faith frame of reference.
- **best interests of the corporation**—This phrase is an expression of that component of the duty of loyalty involving the corporate director's

primary allegiance [to the nonprofit corporation, its mission, and the stakeholders served by that mission].

- **care**— [The corporate director has a responsibility to participate actively in the oversight of the enterprise's activities. Such participation includes (i) diligently preparing for, attending, and participating in the meetings of the board and its committees; (ii) considering all factors relevant to a decision and basing decision making on complete and adequate information; (iii) remaining informed regarding regulatory compliance and requirements; and (iv) carefully monitoring delegated activities.]
- **ordinarily prudent person**—This phrase focuses on the basic director attributes of common sense, practical wisdom, and informed judgment. The "person" is not an individual necessarily having specialized training or experience in the field of business management, finance, etc., but is a generalist with basic intelligence appropriate to the task.
- **in a like position**—This phrase (i) recognizes that the nature and extent of the corporate director's role will vary, depending on such factors as the size, complexity and location of the enterprise's activities; (ii) limits the critical assessment of the individual's performance to the time of action or non-action; and (iii) recognizes that the special background and qualifications of a particular director, as well as other duties in management or on the board itself, may place greater responsibility on a director—either generally or with respect to the particular matter under consideration. • under similar circumstances—This phrase recognizes that the nature and extent of oversight will vary, depending on the particulars of the corporation concerned and the factual situation presented. It is also a means of emphasizing that a director's performance should not be evaluated through insights and wisdom gained only through hindsight.

A director must also consider the specific situation and circumstances of the nonprofit corporation involved. Is it a large teaching hospital devoted to rendering tertiary care at the cutting edge of medical technology, or is it a community hospital? Is it a public charity or a business league? Is its goal innovation and progress or preservation of assets, such as land held for conservation purposes? Is it a grant-making family foundation or an active operating foundation? And so on.

To summarize, the duty of care generally requires directors to perform "their duties in good faith with honest intent and with the care that an ordinarily prudent person would believe appropriate in a similar position and under similar circumstances. This means acting competently and using common sense, being diligent and attentive to the organization's needs, and using one's best efforts to make sound and informed decisions."

DUTY OF LOYALTY

Charitable corporations have tax considerations relevant to their relations with directors, officers, and others. For example, for a charitable corporation to maintain its tax-exempt status, it cannot distribute net earnings to or for the benefit of any private individual. I.R.C. § 501(c).

Further, I.R.C. § 4958 imposes personal liability on "disqualified persons" (those who exercise substantial influence over the affairs of the organization) who improperly benefit from transactions with the charitable

organization. Organization managers (i.e., directors) who knowingly participate in such transactions are also subject to a penalty tax. See § 5.8.7, Intermediate Sanctions, below. Section 4941(a)1 of the Code imposes a tax on each act of self-dealing between a "disqualified person" and a private foundation.

The duty of loyalty requires that a director must exercise his or her authority in good faith and prioritize the interests and well-being of the nonprofit corporation over his or her personal interests or the interests of another entity or person. The basic legal principle underlying the duty of loyalty "is a negative one: The director shall not use his or her corporate position for individual personal advantage." To that end, the duty of loyalty includes the following concepts:

(a) Conflict of Interest

If a director has a material personal interest in a transaction to which the nonprofit corporation is to be a party, the director should disclose fully the existence of such interest and its nature before board action is taken.

(b) Duty of Fairness

If a proposed transaction by a nonprofit corporation involves a possible conflict of interest with a director, the fairness of the transaction to the corporation should be a primary concern for both the interested director and those disinterested directors considering the request for favorable action. The proposed transaction should be at least as favorable to the corporation as would be available from any other person or entity.

(c) Corporate Opportunity

When in connection with his or her board service, a director becomes aware of an opportunity (often referred to as a "corporate opportunity" or a "business opportunity") relevant to the nonprofit corporation, the director has a duty first to present it to the corporation, even if it is an opportunity that would be of personal interest to the director.

(d) Confidentiality

Board members are obligated to retain the confidentiality of information that they are privy to by reason of their board service.

Due to the commitment of those involved with IPA and the desire to make the operation viable, most positions will be filled by Board Members whom are willing to serve as volunteers during the first year of operation. Nine months into the operation, the Compensation Committee from the Board of Directors will review all staff and executive positions and make hiring and salary recommendations.

Job Descriptions

Executive Director

The Executive Director will serve as the primary liaison between the Board of Directors and the daily operation. The

Director of Operations

The Director of Operations is responsible for the overall daily running of the operation. In this capacity, the DO will make sure that all policies and procedures in both the grow house and dispensary are followed.

Director of Finance

Responsible for all budgets, capital expenditures, accounts payable & receivable. IPA will hire an Accounts payable/receivable clerk in second year and/or out-source to accounting firm.

Duties:

- Develop and manage operating budget
- Provide monthly financial overview to Board of Directors
- Provide quarterly report for donors
- Manage accounts payable/receivable

Director of Compliance

Responsible for quality, testing and all reporting to the Commonwealth.

Duties:

- Work with the testing laboratories to take random samples for testing.
- Oversee compliance with health regulations
- Demonstration compliance with municipal rules, regulations, ordinances and bylaws
- Complete and submit all required documentation to the Commonwealth

Manager of Cultivation

Responsible for all aspects of the *Grow Facility* from seed through packaging for sale.

Serve as **Manager of Production and Crop Protection** during first year of operation. Hire based on need in second or third year of operation.

Duties:

- Evaluate and develop crop plan in accordance with the local health needs of registered patients
- Develop and implement crop protection program
  - Identify pests
  - Develop control strategies, procurement and inventory of pest control and fertilizer products
- Manage all aspects of human resources in production areas
  - Conduct training programs to protect pest control workers
  - Inventory, control, and tracking training
- Coordinate equipment and resource needs
- Manage inventory and availability systems to ensure accuracy
- Assist in purchasing and receiving

- Perform equipment maintenance and soil management

Qualifications & Requirements:

- Bachelor's degree in horticulture recommended. Knowledge of Medical Cannabis is required

Additional Horticultural Staff:

Greenhouse Worker

One worker to begin after build-out of the grow facility. The second worker to begin during the second year of operation with additional staff to be added as warranted. Report Directly to the Manager of Cultivation

Duties:

- Plant, prune and control weeds
- Fertilize and control pests
- Harvest and dry plants
- Record and package crop

Qualifications & Requirements:

- High school education preferred
- Two-year technical college certificate a bonus
- Training provided by employer, but experience is helpful

Trimmer

Reports Directly to the Manager of Processing

- Trimming of plants
- Weighing of Complete and submit all required documentation to the Commonwealth
- Assist Greenhouse Workers

Director of Processing

Reports directly to the Director of Operations

Duties:

- Responsible for overseeing the safe processing of oils and butters
  - Record and administer exact measurements of all infused products by strain
  - Assist baker with labeling and packaging
  - Inventory control track expiration dates
  - Responsible for storage of waste of processing
- Responsible for the disposal of all contaminated & expired goods
  - Accurate documentation for all processed goods
  - Accurate documentation for all contaminated & expired goods

Qualifications & Requirements:

  - Bachelor's degree in Chemistry/Biology
  - Knowledge of chemical compounds

Baker/Oil Extractor

Reports directly to the Director of Processing

Duties:

- Extractions of Oils and Butters
- Edibles (cookies, muffins, chocolates)
- Stocking shelves
- Inventory Rotation
- Ingredient Replenishing (with DP approval)
- Completing paperwork
- Weighing, Recording, Labeling and Packaging with Assistance from DP

Qualifications & Requirements:

  - Previous Baking Experience Required

Facilities Manager

Reports to the Director of Operations

Duties:

- Serve as a liaison between the building owner and the Director of Operations.
  - Insures that all equipment is properly maintained.
  - Make sure all licenses and certifications are up to date
  - Oversee all Electrical and HVAC

Qualifications & Requirements:

  - Licensed Journeyman Wireman
  - Licensed HVAC

Dispensary Supervisor

Reports directly to the Director of Operations. Will also serve as office administrator until the dispensary is fully operational.

Duties:

- Manage the dispensary personnel
  - Provide weekly work schedules
  - Policy & procedure trainings for all Budtenders & other personnel
  - Inventory control
  - Customer care guidelines
  - Correlate receipts at end of each shift
  - Oversee the cleanliness and general maintenance of the dispensary
- Provide customer educational programs
  - Partner with patient advocacy groups such as Massachusetts Patient Advocacy Alliance: http://www.compassionforpatients.com/
  - Partner with drug education programs (i.e. Dare)
- Oversee marketing plan
  - Provide materials to doctors in the area treating covered illnesses

Qualifications & Requirements:

  - Bachelor's degree in Business Administration
  - Previous Retail Management Experience

Budtender

Reports directly to the Dispensary Supervisor. Two workers to begin once the dispensary opens. Additional staff to be added as warranted.

Duties:

- Working knowledge of all the IPA Strains
- Assisting customers in a professional, knowledgeable and compassionate manner
- Product Specialist & Delivery Methods (smoking, vaporizing, dabbing, edibles)
- Explain appropriate dosage to patient/customer
- Stocking shelves
- Dispensing medications
- Completing sales and collecting payment
- Contributing in keeping the dispensary clean and organized at all times

Qualifications & Requirements:

  - Certification from attending and passing a Dispensary Training Course
  - Previous Retail Management Experience a plus

• Receptionist

Reports directly to the Dispensary Supervisor:

Duties:

- Greeting patients in a professional manner
- Verifying identification during the check in process
- Maintain crowd control within the dispensary
- Answering telephones
- Assisting customers with questions
- Stocking shelves with pamphlets and informative brochures
- Keep front area organized and neat at all times
- Keeping accurate records
- Completing paperwork
- Notify Supervisor if you need to leave your post for any reason

Qualifications & Requirements:

- Must be computer literate in all office programs: Excel, Microsoft Word and PowerPoint.
- Previous Retail Management Experience a plus

Driver

Reports directly to the Director of Operations. Two agents of the IPA will provide transport.

Duties

- Responsible for the safe transport of all Medical Product under the Commonwealth of Massachusetts

Qualifications & Requirements:

- Clean and valid Massachusetts Driver's License
- Registered Agent of the Ipswich Pharmaceutical Associates

Ipswich Pharmaceutical Associates, Inc.

Plan to Obtain Liability Insurance

Ipswich Pharmaceutical Associates, Inc. plans to obtain liability insurance by submitting an application to Cannasure or other similar provider. The application will be in a form substantially similar to the one attached hereto.

CANNASURE INSURANCE SERVICES	Cannasure Insurance Services, LLC 1991 Crocker Road, Suite 320 Westlake, Ohio 44145 P: 800-420-5757	**Marijuana and Hemp Business Application** Email Applications to: **submission@cannasure.com**

APPLICANT'S INSTRUCTIONS:

1. All Applicants must complete the relevant sections of this Application in accordance with the specific coverages being requested.
2. Answer all questions completely. Please attach extra sheets as required. Incomplete or illegible applications may be discarded.
3. Application must be signed and dated by the owner, partner, or officer not earlier than 90 days before the proposed effective date of coverage.
4. Please read the statements at the end of this application carefully. Thank you!

**If there are multiple Business Names please provide detailed list or organizational chart showing relationship*

Requested Policy Effective Date: 05/30/2019 **Requested Policy Expiration Date:** N/A

SECTION I – GENERAL INFORMATION

***Business Name:** Ipswich Pharmaceutical Associates, Inc.

DBA:

Mailing Address: 53 Town Farm Road

City: Ipswich **State:** Massachusetts **Zip:** 01938

Inspection Contact Name: Joseph F. McCarthy

Phone: 508-397-0217 **Email:** jodiem1955@gmail.com **Website:**

Type of Enterprise: ☐ LLC ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Individual
☑ Non-Profit ☐ For Profit ☐ Joint Venture ☐ Government Entity ☐ Other:

Description of operations: Medical cultivation facility and retail facility (provisional license received). Recreational cultivation and retail facility (applications pending).

Description of Product Use: ☐ Recreational ☐ Medicinal ☑ Both ☐ Other:

Date Business was established: 7/27/2013 **Years in business under current Management:** 5.5 years

Is the Insured a member of any cannabis/Marijuana trade associations? ☐ Yes ☑ No

If "Yes", what organization(s)? ☐ CCSE ☐ NORML-NBN ☐ NCIA ☐ CCIA ☐ Other:

Has the applicant or principal filed Bankruptcy in the last 5 years? ☐ Yes ☑ No

If "Yes", which type? ☐ 7 ☐ 11 ☐ 13

List of subsidiaries and their operations:

List any additional offices and provide locations: No coverage needed at this time for additional location of 116 Newburyport Turnpike, Rowley, MA 01969

Have any of the principals engaged in this or similar enterprises under a different name? ☐ Yes ☑ No

If "Yes", please list the entity and operations:

Provide the business financial information for the last five 5) years and estimates for the next year

Year	Domestic Sales	Foreign Sales	Payroll	# of Employees
Next Year	$18 million	$0	$500-750K	5-30
Last Year				
2nd year prior				
3rd year prior				
4th year prior				

SECTION II – PRIOR INSURANCE AND CLAIMS HISTORY

Please provide insurance information for the past three (3) years:

Carrier	Coverage	Limits	Deductible	Retro Date	Premium	Exposure or Rate
N/A						

In the last five (5) years, has any claim been made against any person(s) or organization(s) to be covered under this insurance?

Copy of Loss Runs are attached ☐ **Yes** ☑ **No**

If "Yes", please provide five (5) year loss history for all claims below and attach a description for any loss greater than $10,000:

Year	# of Claims	Total Paid	Total Reserves	Total Incurred	Valuation Date
N/A					

SECTION III – INSURANCE COVERAGE INFORMATION

Please indicate below, by placing an "X" in the box, which coverages are being requested and complete relevant portions of this application as applicable.

Coverage	Application Sections to Complete
☐ **Commercial Property (Fill out Section IV and V for each Location)**	**Section IV – Property Coverage** **Section V – Premises Information**
☑ **General Liability** — Occurrence: $1,000,000; Aggregate: $2,000,000 **General Liability Options** ☑ **Increased Damage to Premises Rented to You ($100,000 Included)** ☐ **$300,000** ☑ **$ 500,000** ☐ **Increased Medical Payments ($5,000 Included)** ☐ **$10,000** ☐ **Employee Benefits ($1,000,000 Each Employee $1,000,000 Aggregate)** ☐ **Stop Gap (OH, WA, ND, WY, PR)** ☐ **Basic** ☐ **$1,000,000**	**Section V – Premises Information** **Section VI – Operations** **Section VII – Liability Coverage: (only complete the parts that apply to your operations)** **Part A. – Dispensary Operations** **Part B. – Grow Operations** **Part C. – Manufacturing & Processing Operations**
Our Hired and Non-owned Auto Coverage is for occasional, non-regular use of hired or rented autos, or autos owned and driven by an employee on behalf of the company/employer. ☐ **Hired and Non-Owned ($1,000,000 Limit)*** **1. Does the insured have a commercial auto policy?** ☐ **Yes** ☐ **No** **2. Describe how employees use their own vehicles for the employer:** zero **3. How does the insured qualify employees who use their vehicles?** ☐ **MVRs?** ☐ **Minimum personal auto policy liability limit requirements?** ☐ **Certificates of insurance?** ☐ **Vehicles condition and capability check?** **We will not be able to add coverage for hired and non-owned autos if the insured does any type of regular delivery, especially "pizza delivery" or "milk run" type deliveries, no matter how occasional.*	☐ **Excess General Liability** **Limit:** $2,000,000 **Is there current Excess Coverage?** ☐ **Yes** ☑ **No** **Is the current coverage over Products?** ☐ **Yes** ☑ **No**
☑ **Product Liability** — Each Claim: $1,000,000; Aggregate: $2,000,000; Deductible: $2,500 ☐ **Product Withdrawal ($250,000 Limit w/$25,000 Deductible)** ***Retro Date:**_____ ☐ **Professional Sublimit ($50,000 Limit)** *If a retro date is requested, please provide a copy of the dec page showing previous coverage	**Section V – Premises Information** **Section VI – Operations** **Section VII – Liability Coverage: (only complete the parts that apply to your operations)** **Part A. – Dispensary Operations** **Part B. – Grow Operations** **Part C. – Manufacturing & Processing Operations**

SECTION IV – PROPERTY COVERAGE (Please complete this section for each location and building)

1. Location/Building# 1 / n/a

☐ Building Coverage:_____
☐ Business Personal Property/Equipment:_____
☐ Tenant's Improvements and Betterments: _____
☐ Business Income: _____
Amount of limit available any given month during the period of restoration: 1/3
☐ Property in Transit: $10,000
☐ Discharge from Sewer and Drain – ($25,000 Limit)
☐ Equipment Breakdown
☐ Expanded Property Endorsement
☐ Completed Stock*:_____
☐ Goods In Process**:_____

Does this property have a triple net lease? ☐ Yes ☐ No
Deductible: $2,500
Coinsurance: 80%

☐ Ordinance or Law (Choose one of the following options)
☐ Coverage A only_____; or
☐ Coverage C only_____; or
☐ Coverages A and B_____; or
☐ Coverages A, B and C_____.
NOTE: Coverages B and C can be combined into one "combo" limit

Crop Coverage Table - *No coverage for plants while growing outdoors*

Phase	Number of Plants x	Per Plant Value =	Total
Seedling			$ 0
Vegetative			$ 0
Flowering			$ 0

**Goods in Process is defined as Cannabis Buds and Flowers that have been harvested and are in the curing phase of production. No Stock, crop or growing plants fall under this category

*Completed Stock is defined as Manufactured Products ready for sale or packaged and sealed inventory containing marijuana buds and/or its derivatives. No harvested or growing plants fall under this category.

2. Physical Address: 0 Bullards Crossing Road City: Hinsdale State: MA Zip: 01235

3. Is this location fully open and operational? ☐ Yes ☑ No
If "No", when do you expect this location to be open and fully operational? July 1

4. What are the operations at this location: ☐ Manufacturer ☐ Processor ☑ Cultivation ☐ Retail/Dispensary ☐ Lab ☐ Delivery ☐ Distribution ☐ Other:_____

5. Is there any oil extraction done at this location? ☐ Yes ☑ No
If "Yes", what method is used? ☐ CO2 ☐ Butane ☐ Propane ☐ Other:_____

6. General Building Information:
Year Building Built:_____ Square Footage:_____ Number of Stories:_____ Age of Roof:_____
Roof Type: (Tile, Metal, Shingle, etc….)_____ Construction Type: (Frame, Masonry, Glass, etc….)_____
ISO Fire Protection Class: _____

7. *If the building is over 20 years old, provide the year the following were updated:*
Roof_____ Plumbing_____ Electrical_____ HVAC_____

8. Are there Fire Sprinklers? ☐ Yes ☐ No Percentage of the Building is sprinkled? _____

9. Does the applicant own the building? ☐ Yes ☐ No

10. Is the building currently undergoing or planning to undergo any renovations, repairs, construction, etc.? ☐ Yes ☐ No
If "Yes", please provide details:
Note: The cultivation facility is an outdoor grow. There is an insured trailer on the premises that contains the security room, cure room and vault. Greenhouses will be constructed in a few months.
What stage are the renovations currently at?
If not currently occurring, for when are the renovations planned?_____
When do you expect the renovations to be completed? _____
What is the total estimated value of the renovation? _____
Is there coverage on the building currently? ☐ Yes ☐ No
Do you currently have a Builder's Risk policy? ☐ Yes ☐ No
If "Yes", please provide a coverage certificate. If no, name of contractor:_____

11. Does the applicant have an approved safe for secure product storage: ☑ Yes ☐ No
Minimum safe requirements: 800lb with a 1-hour fire rating; under 2000lb must be bolted to the ground

12. Does the applicant have a vault room? ☑ Yes ☐ No
If Yes, please describe in detail: Located inside trailer on property; Card access with security camera and panic alarm

13. Is there a vacuum oven, centrifuge, distillation column and/or Rotovaps in the building? ☐ Yes ☑ No
If Yes, please provide manufacturer, model number, replacement cost, and motor's HP for each._____

14. Is there an electrical back up system? ☑ Yes ☐ No How are the plants watered? irrigation system w pressure compensat

SECTION V – PREMISES INFORMATION (Please complete this section for each location and building)

15. Location/ Building# 1 / n/a Address: 0 Bullards Crossing Road, Hinsdale MA 01235

16. Description of business operation(s) at this location: ☐ Manufacturer ☐ Processor ☑ Cultivation ☐ Retail/Dispensary ☐ Lab ☐ Delivery ☐ Distribution ☐ Other:_____

17. Describe the type of crime area in which applicant's premises is located: ☑ Low ☐ Moderate ☐ High

18. Square footage of building occupied by insured: outdoor/greenhouse

19. Describe the area in which the applicant's business is located: ☐ Commercial ☐ Industrial ☑ Agricultural ☐ Residential

20. Is the nature of the business advertised on the outside of the building? ☐ Yes ☑ No

21. Does applicant occupy the entire building? ☑ Yes ☐ No
    If "No", are there connecting doors to adjacent units? ☐ Yes ☐ No
    If "Yes", how are the connecting doors secured (i.e., deadbolts, alarms, etc.):_____

22. Does anyone live on the premises? ☐ Yes ☑ No
    If "Yes", please describe occupancy:_____
    If "Yes", is separate homeowner's insurance coverage in place? ☐ Yes ☐ No

23. Does the premises have a pool, pond, or other water exposure? ☐ Yes ☑ No
    If "Yes", please explain:_____

24. Which of the following security systems are utilized (please check all that apply):

☑ Central station burglar alarm	☑ Exterior video cameras	☑ Interior video cameras
☑ Automatic Sprinkler System	☑ Interior motion detectors	☐ Security guards – armed
☐ Security guards – unarmed	☑ Door greeter/ID checker	☑ Gated doors
☑ Gated windows	☑ Hold-up button/panic button	☑ Safe or vault
☐ Fencing	☐ Dog(s); Breed and Number:_____	

25. Are all security measures fully operational during non-business hours? ☑ Yes ☐ No
    If "No", which ones are not:_____

26. If guards and/or greeters are used are they employees? ☐ Yes ☑ No
    - If "No", do independent contractors acting as security guards or greeters/ID checkers carry their own insurance and name applicant as an additional insured? ☐ Yes ☐ No
    - Does the applicant get certificates of insurance (COIs) evidencing limits and AI status for the applicant? ☐ Yes ☐ No
    - What limits do independent contractors carry? police detail will provide security

27. Are there any firearms on the property (including any firearms carried by security guards) ☑ Yes ☐ No
    If "Yes", please explain: armed police officers provide security coverage during flowering stage

28. Does applicant have a written plan or manual that describes business security procedures including what to do in the event of a robbery or other crime? ☑ Yes ☐ No

29. Are employees instructed to cooperate and obey the robber's instructions and not to resist? ☑ Yes ☐ No

SECTION VI – Operations		
30. Please provide the following financial information:		
	Previous 12 months	**Projected next 12 months**
Annual gross receipts from medical marijuana (i.e. leaves, bud, flower, and trim)		$ 3 million
Annual gross receipts from infused medical marijuana edible products containing THC or other active cannabinoids *(e.g. baked goods, candies, other food or drink items, tinctures, capsules, etc.)*		0
Annual gross receipts from topical medical marijuana products containing THC or other active cannabinoids *(e.g. oils, creams, lotions, etc.)*		0
Annual gross receipts from medical marijuana oil cartridges or medical marijuana concentrates intended to be used with vaporizers or vapor pens		0
Annual gross receipts from medical marijuana concentrates not intended for use in vaporizing devices		0
Total Medical Marijuana & Medical Marijuana Containing Products:	$ 0	$ 3 million
Annual gross receipts from recreational marijuana (i.e. leaves, bud, flower, and trim)		$15 million
Annual gross receipts from infused recreational marijuana edible products containing THC or other active cannabinoids *(e.g. baked goods, candies, other food or drink items, tinctures, capsules, etc.)*		—
Annual gross receipts from topical recreational marijuana products containing THC or other active cannabinoids *(e.g. oils, creams, lotions, etc.)*		—
Annual gross receipts from recreational marijuana oil cartridges or recreational marijuana concentrates intended to be used with vaporizers or vapor pens		—
Annual gross receipts from recreational marijuana concentrates not intended for use in vaporizing devices		—
Total Recreational Marijuana & Recreational Marijuana Containing Products:	$ 0	~~$0~~ $15 million
Annual gross receipts from vaporizing devices including room vaporizers and vapor pens		—
Annual gross receipts from smoking accessory sales *(e.g. pipes, rolling papers, or other non-vaporizer type smoking products)*		—
Annual gross receipts from sales of other goods *(e.g. Hemp clothing, non-THC containing hemp protein, non-THC containing hemp based lotions or oils, etc.)*		—
Annual gross receipts from sales of nutritional supplements		—
Annual gross receipts from services *(e.g. massage, acupuncture, etc.)*		—
Total Revenues (All Products and Services):	$ 0	~~$3~~ $18 million
Total number of patient contacts	0	—
Total payroll:	$ 0	$500,000 - $750,000

31. What experience does the insured have in operating a marijuana business and/or running or managing a commercial business? Please describe:

We have 30 years of experience in operating commercial business
We have six years in the industry. We will hire qualified consultants to assist in the training and

32. Is the applicant in compliance with all local and state laws regarding the growth, manufacturing, dispensing, and/or control of marijuana or marijuana containing products? ☑ Yes ☐ No

SECTION VII – LIABILITY COVERAGE (please complete all relevant sections as applicable)

A. DISPENSARY INFORMATION ☐ N/A

31. Are there any employed professionals *(e.g., physicians or pharmacists)*? ☐ Yes ☐ No
    If "Yes", do the employed professionals carry their own separate professional liability insurance? ☐ Yes ☐ No

32. How does the dispensary ensure compliance with state law *(please check all that apply)*:
    - ☐ Checking photo ID and registration card of patient
    - ☐ Confirming physician's recommendation
    - ☐ Checking photo ID to verify consumer is over age 21
    - ☐ Maintaining maximum amount of medical marijuana on premises
    - ☐ Other *(describe)*:

33. How much inventory is displayed to customers?
    ☐ 0-5% ☐ 6-10% ☐ 11-25% ☐ Greater than 25%

34. Is any on-site consumption of marijuana or marijuana containing products permitted? ☐ Yes ☐ No

35. Does applicant offer delivery of marijuana products? ☐ Yes ☐ No

36. What is the highest concentration (%) and dosage (mg) of active cannabinoids per serving contained in the applicant's strongest (i.e. highest dosage) product? Please provide product name, concentration (%), and dosage (mg) of active cannabinoids per serving:
    n/a

37. If the applicant distributes marijuana oils or concentrates with concentrations greater than 70% or dosages per serving greater than 50 mg, are these products only distributed to patients who have a physician recommendation for high dose product(s) or documented tolerances built up over time? ☐ Yes ☐ No
    If "No", please explain how the applicant controls access to these high dose / concentration products:

38. If applicant distributes marijuana oils or concentrates manufactured by others, does applicant only obtain these products from manufacturers that utilize a closed-loop extraction system and non-volatile solvents in their extraction process? ☐ Yes ☐ No
    If "No", what type of extraction system and solvents are used by the insured's manufacturers / suppliers?

39. Does applicant maintain a ledger with a record of the quantity of marijuana or marijuana containing product dispensed in each transaction, the type and source of the marijuana dispensed, the total amount paid by the customer for all goods and services provided, the date and time dispensed? ☐ Yes ☐ No

40. Does applicant maintain separate records for medical and recreational marijuana products? ☐ Yes ☐ No

41. Does applicant grow medical or recreational marijuana or are other cannabis plants on the premises? ☐ Yes ☐ No

    If "Yes", please complete Section V – Growing Facility Information.

42. Are any marijuana containing products manufactured, mixed, labeled, or relabeled by the applicant including: marijuana infused baked goods or candies, infused oils or lotions, other food products, or smoking accessories? ☐ Yes ☐ No

    If "Yes", please complete Section VI – Manufacturing & Processing Operations.

43. Do any products, ingredients, or components originate from outside of the United States? ☐ Yes ☐ No
    If "Yes":
    a. Specify what products are imported and the country(ies) of origin:

    b. Are imported products and components tested for contamination and verification that they match what was ordered?
    ☐ Yes ☐ No

44. For products that applicant does not produce or manufacture, does applicant obtain certificates of insurance (COIs) evidencing products coverage and AI status from all US based manufacturers or suppliers? ☐ Yes ☐ No

45. For products that applicant does not produce, does applicant obtain certificates of analysis (COAs) evidencing that product testing was performed by the original manufacturer or by the insured's direct supplier? ☐ Yes ☐ No

46. Does applicant use a 3RD party testing lab to test their marijuana and marijuana containing products? ☐ Yes ☐ No
If "Yes", do all testing reports received from this laboratory indicate the following (please check all that apply):
- ☐ Products are not contaminated with pesticides
- ☐ Products are not contaminated by bacteria
- ☐ Products are not contaminated by mold / fungus
- ☐ Products are not contaminated by mycotoxins
- ☐ Products are not contaminated by heavy metals
- ☐ Products are not contaminated by residual solvents
- ☐ Cannabinoid profiles (e.g. THCA, delta8-THC, delta9-THC, CBDA, CBD, CBG, CBN, etc.)
- ☐ Cannabinoid dosage per serving (milligrams per serving for each cannabinoid)
- ☐ Terpene profiles

If "No", how does applicant ensure product purity?

B. GROWING FACILITY INFORMATION ☐ N/A

47. Does applicant grow any marijuana that is intended to be distributed for recreational purposes? ☑ Yes ☐ No
If "Yes", what percentage of revenue is derived from these operations? %

48. Does applicant maintain separate records for medical and recreational products? ☑ Yes ☐ No

49. Are marijuana cultivation areas located: ☐ Indoors ☑ Outdoors ☑ Greenhouse
   a. If outdoors, provide the approximate size of the growing area in acres: 0.23 acres

50. If cultivation areas are located outdoors, are the cultivation areas surrounded by a fence? ☑ Yes ☐ No
If "Yes", please answer the following:
   a. Please describe fence (i.e. height, material used, electrified, etc.): 6" tall chain link steel fence
   b. If electrified fencing, barbed wire, or razor wire is used, are there warning signs on the property? ☐ Yes ☐ No
   c. Is fenced in area locked at all times: ☑ Yes ☐ No
   d. Are there locked gates at all entrances to the property and/ or growing area: ☑ Yes ☐ No

51. If cultivation areas are located in a greenhouse, will the greenhouse be fully enclosed with locking doors? ☑ Yes ☐ No
If "No", please describe how the greenhouse will be secured to prevent unauthorized entry:

52. What is the maximum number of plants on the premises at any one time? 4,000

53. Are any marijuana containing products manufactured, mixed, labeled, or relabeled by the applicant including: marijuana infused baked goods or candies, infused oils or lotions, other food products, or smoking accessories? ☐ Yes ☑ No

If "Yes", please complete Section VI – Manufacturing & Processing Operations.

54. Does applicant use a 3RD party testing laboratory to test their marijuana and marijuana containing products? ☑ Yes ☐ No
If "Yes", do all testing reports received from this laboratory indicate the following (please check all that apply):
- ☑ Products are not contaminated with pesticides
- ☑ Products are not contaminated by bacteria
- ☑ Products are not contaminated by mold / fungus
- ☑ Products are not contaminated by mycotoxins
- ☑ Products are not contaminated by heavy metals
- ☑ Products are not contaminated by residual solvents
- ☑ Cannabinoid profiles (e.g. THCA, delta8-THC, delta9-THC, CBDA, CBD, CBG, CBN, etc.)
- ☑ Cannabinoid dosage per serving (milligrams per serving for each cannabinoid)
- ☑ Terpene profiles

If "No", how does applicant ensure product purity?

55. Is marijuana or any marijuana containing product ever released into the stream of commerce (i.e. to other distributors or infused product manufacturers) before testing reports confirming products are free from any contaminants (e.g. pesticides, mold, fungus, heavy metals, etc.) are received back from the 3rd party testing laboratory? ☐ Yes ☑ No

C. Manufacturing & Processing Operations ✔ N/A

56. Please supply a complete list of products manufactured or processed by applicant

57. Are manufacturing and processing facilities located: ☐ Indoors ☐ Outdoors
If outdoors, provide the approximate size of the processing area in acres:

58. Will the production of any of the above listed products require open flame, frying, or other cooking methods? ☐ Yes ☐ No
If "Yes", please answer the following:
    a. Does your establishment have an automatic fire suppression system that extends over all cooking surfaces? ☐ Yes ☐ No
    b. Are hoods and flues inspected / cleaned by an outside service and tagged for verification of this? ☐ Yes ☐ No

59. Will your operation(s) include the extraction of cannabis oils or the manufacture of any concentrates? ☐ Yes ☐ No
If "Yes", please answer the following:
    a. What extraction or manufacturing method will the applicant utilize?
    b. If applicant will use an extraction method that utilizes pressurized or flammable materials, is the insured's production equipment or system certified or intended for this use? ☐ Yes ☐ No
    c. Will the oils or concentrates be distributed in bulk to other infused product manufacturers? ☐ Yes ☐ No
    d. Are any of the products (e.g. oils, wax, shatter, hash, etc.) intended for use in vaporizing devices? ☐ Yes ☐ No
        If "Yes", which product(s)?
    e. What is the highest concentration (%) and dosage (mg) of active cannabinoids per serving contained in the applicant's strongest (i.e. highest dosage) product? Please provide product name, concentration (%), and dosage (mg) of active cannabinoids per serving:

60. Does the applicant actually produce the individual filled cartridges for vapor pens? ☐ Yes ☐ No
If "Yes", please answer the following:
    a. Are the cartridges one size fits all or are they only compatible with a particular brand?
        i. If only compatible with a particular brand, which brand?
    b. Please supply a copy of the insured's label and packaging for the cartridges evidencing warnings and disclaimers.

61. Are all marijuana and marijuana containing products manufactured and distributed by the applicant sold in child proof packaging or containers? ☐ Yes ☐ No

62. Has applicant consulted with an attorney to determine that their labeling including: warnings, disclaimers, notification of contraindications, listing of ingredients, and similar meets all state and local requirements? ☐ Yes ☐ No
If "No", please answer the following:
    a. Does labeling contain warning to keep product away from children and pets? ☐ Yes ☐ No
    b. Does labeling contain warning that the product contains intoxicating materials (i.e. marijuana) and that users should not drive or operate heavy machinery after consumption? ☐ Yes ☐ No
    c. Does labeling meet state standards (if any) for being packaged in a way that does not appeal to children? ☐ Yes ☐ No
    d. What steps has the applicant taken to ensure that packaging and labeling meets state and local requirements:

63. Do any products, ingredients, or components originate from outside of the United States? ☐ Yes ☐ No
If "Yes":
    a. Specify what products are imported and the country(ies) of origin:
    b. Are imported products and components tested for contamination and verification that they match what was ordered? ☐ Yes ☐ No

64. For products that applicant does not produce or manufacture, does applicant obtain certificates of insurance (COIs) evidencing products coverage with limits of at least $1M and AI status from all US based manufacturers or suppliers? ☐ Yes ☐ No

65. Does applicant use a 3RD party testing lab to test their marijuana and marijuana containing products? ☐ Yes ☐ No

If "Yes", do all testing reports received from this laboratory indicate the following (please check all that apply):

- ☐ Products are not contaminated with pesticides
- ☐ Products are not contaminated by bacteria
- ☐ Products are not contaminated by mold / fungus
- ☐ Products are not contaminated by mycotoxins
- ☐ Products are not contaminated by heavy metals
- ☐ Products are not contaminated by residual solvents
- ☐ Cannabinoid profiles (e.g. THCA, delta8-THC, delta9-THC, CBDA, CBD, CBG, CBN, etc.)
- ☐ Cannabinoid dosage per serving (milligrams per serving for each cannabinoid)
- ☐ Terpene profiles

If "No", how does applicant ensure product purity?

66. Is marijuana or any marijuana containing product ever released into the stream of commerce (i.e. to other distributors or infused product manufacturers) before testing reports confirming products are free from any contaminants (e.g. pesticides, mold, fungus, heavy metals, etc.) are received back from the 3rd party testing laboratory? ☐ Yes ☐ No

67. Does applicant have a written product recall plan? ☐ Yes ☐ No

SECTION VIII – ADDITIONAL INSURED

☑ Mark "X" if there are NO additional insureds needed at this time

☐ See Attached for detailed list of additional Insureds

ADDITIONAL INSURED (check one): ☐ Landlord ☐ Loss Payee ☐ Governmental Agency ☐ Other:

☐ Waiver of Subrogation

☐ Primary Wording with Non-Contributory Wording?

Location/Bldg #: _____ / _____

Name: _____

Mailing Address: _____

City: _____

State and Zip Code: _____

ADDITIONAL INSURED (check one): ☐ Landlord ☐ Loss Payee ☐ Governmental Agency ☐ Other:

☐ Waiver of Subrogation

☐ Primary Wording with Non-Contributory Wording?

Location/Bldg #: _____ / _____

Name: _____

Mailing Address: _____

City: _____

State and Zip Code: _____

SECTION IX – SIGNATURE, CONSENT AND AGREEMENT

This Application is the basis for coverage; therefore, any incorrect or incomplete statements or answers could nullify coverage. Completion of this form neither binds coverage nor guarantees that a policy will be issued. *(Not applicable in North Carolina)*

I hereby request that my application for insurance coverage be submitted for consideration to the company shown in this application. Accordingly, I authorize and direct any person or organization whatsoever to release and furnish to that company any and all information requested which may relate to my insurability.

I hereby indicate that the aforementioned statements and answers are correct and complete. I further understand that an incorrect or incomplete statement or answer could void my protection.

I hereby consent to the review by the company shown in this application of any incidents or occurrences likely to result in malpractice allegation or claim. I agree to cooperate in the review of claims and incidents which apply to the coverage requested.

Where applicable, I hereby consent to the review of my application by the committees appointed by my county or state professional association / society. I agree to cooperate with these committees.

COPY OF NOTICE OF INFORMATION PRACTICES (PRIVACY) HAS BEEN GIVEN TO THE APPLICANT.

(Not required in all states, contact your agent or broker for your state's requirements.)

Personal information about you, including information from a credit or other investigative report, may be collected from persons other than you in connection with this application for insurance and subsequent amendments and renewals. Such information as well as other personal and privileged information collected by us or our agents may in certain circumstances be disclosed to third parties without your authorization. Credit scoring information may be used to help determine either your eligibility for insurance or the premium you will be charged. We may use a third party in connection with the development of your score. You may have the right to review your personal information in our files and request correction of any inaccuracies. You may also have the right to request in writing that we consider extraordinary life circumstances in connection with the development of your credit score. These rights may be limited in some states. Please contact your agent or broker to learn how these rights may apply in your state or for instructions on how to submit a request to us for a more detailed description of your rights and our practices regarding personal information. *(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applications in these states.)*

NOTICE TO APPLICANT

The coverage applied for is solely as stated in the policy. If policy is issued on a "CLAIMS MADE" or "CLAIMS MADE AND REPORTED" basis, it provides coverage only for those claims that are first made against the insured during the policy period unless the extended reporting period option is exercised in accordance with the terms of the policy. If issued on an "OCCURRENCE" basis, the policy provides coverage only for those occurrences that take place during the policy period. The Insurer will rely upon this application and all such attachments in issuing the policy. If the information in this application or any attachment materially changes between the date this application is signed and the effective date of the policy, the Applicant will promptly notify the Insurer, who may modify or withdraw any outstanding quotation or agreement to bind coverage.

FRAUD STATEMENTS

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **Applies in MD Only.*

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony (of the third degree)*. **Applies in FL Only.*

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. **Applies in NY Only.*

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. **Applies in ME Only.*

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

☑ ***I have read the statements above, understand their meaning and agree.***

Applicant's signature:

Date: 05/15/2019

Applicant's name: Joseph F. McCarthy

Applicant's title: President/CEO

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Joseph F. McCarthy, (*insert name*) certify as an authorized representative of Ipswich Pharmaceutical Assoc (*insert name of applicant*) that the applicant has executed a host community agreement with Hinsdale (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on ~~13 May 2019~~ 11 April 2018 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Robert D. Graves, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Hinsdale (*insert name of host community*) to certify that the applicant and Town of Hinsdale (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 11, 2018 (*insert date*).

Robert D. Graves

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Joseph F. McCarthy, (*insert name*) attest as an authorized representative of Ipswich Pharmaceutical Assoc (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 10 April 2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 1 April 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on 1 April 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 1 April 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Initials of Attester:

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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

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

Initials of Attester: _____

NFL

Flanked by stars, Browns introduce OBJ

By Tom Withers
The Associated Press

BEREA, OHIO — Odell Beckham Jr. looked at quarterback Baker Mayfield seated to his left, Jarvis Landry to his right and Myles Garrett at the end of the dais.

"This can't be real," Beckham said, a tuft of bleached blond hair poking out from under his orange cap.

This was no April Fools' Day joke.

Welcome to Cleveland, the NFL's new hotspot.

His drama-filled days in New York behind him, Beckham was introduced Monday by the Browns, whose acquisition of the former Giants star wide receiver has triggered wild expectations for a team that didn't win one game two years ago.

Beckham said he was initially shocked by the blockbuster trade — Cleveland sent guard Kevin Zeitler, safety Jabrill Peppers and a first- and third-round pick this year to New York on March 12 for Beckham and edge rusher Olivier Vernon — but he has grown to embrace it over the past few weeks.

"I think I've come to grips with everything," Beckham said, discussing his big change in an overflowing media room at the team's headquarters. "It'll be one of the best things that ever happened to me in my life."

His close relationship with Landry has helped Beckham's transition. The pair has been friends since meeting at a football camp while in high school, and after attending LSU together, the two have talked endlessly about being teammates in the NFL.

Their dream is a reality in Cleveland.

"We spoke this into existence," Beckham said. "Him and I dreamed of this. This is something that we talked about at 17, 'I'm going to live right down the street from you. We're going to be on the same team.' Everything, and it's like surreal."

Beckham, who spent five sometimes turbulent seasons with the Giants, said it was important for him to report right away to the Browns' first offseason conditioning program under new coach Freddie Kitchens. His life is still in upheaval due to the trade, but he wanted to get off on the right foot with his new teammates.

"I definitely want to be here and create that bond," he said. "I definitely wanted to be here today."

Moments later, he again gazed at his new teammates — Landry, the sure-handed pass catcher who joined the Browns last year and Mayfield and Garrett, two former No. 1 overall picks who have made the Browns relevant — and smiled.

RON SCHWANE — THE ASSOCIATED PRESS

Cleveland Browns' Odell Beckham poses with his jersey, alongside Baker Mayfield, right, Myles Garrett, left, and Jarvis Landry during Beckham's introductory press conference.

"I think this moment is going to be more iconic than we all realize," he said.

In Landry and Beckham, the Browns have two of the league's top receivers, a combination that might keep defensive coordinators awake at night.

Mayfield joked that his job may have gotten easier.

"I'll probably just close my eyes and throw it and hope one of them catches it," he said.

Beckham said that after he learned he was headed to Cleveland, he called LeBron James and asked the NBA superstar about the area.

"He gave me a little bit of advice," Beckham said. "He just said: 'You're going to love it, you're going to love Cleveland.' I said, 'I can't wait.' That's like my idol, so it's the person I look up to the most, that's my guy. To see what he did to bring a championship here, I just want to be able to do that same thing."

The 26-year-old Beckham said he greeted Kitchens, who was hired by the Browns in part because of his bond with Mayfield, with a big hug and told him he loved him.

"It's like a love story," quipped Kitchens, who feels there are misperceptions about Beckham. "The thing that I think gets misconstrued a little bit with Odell is that he loves people and he loves to play the game. I truly feel like he loves being around his teammates. As a coach, sometimes you look at the team as your family, but at the end of the day, we are not family.

"Family you are related to by blood. But there is a brotherhood so to speak in the locker room. I think with a lot of good players, they want to just feel that sense of brotherhood and compassion, and the passion that he brings to the field is kind of contagious."

Beckham, who clashed with Giants coach Pat Shurmur and always seemed surrounded by distractions, knows there are those who feel he's selfish, a diva.

Classifieds

To place your ad,
call 1-800-234-7404

Public Notices

TOWN OF STOCKBRIDGE
CONSERVATION COMMISSION
NOTICE OF PUBLIC HEARING

Pursuant to Chapter 131, Section 40 MGL, the Stockbridge Conservation Commission will hold the following public hearings on **Tuesday, 9 April 2019 at the Stockbridge Town Offices beginning at 7pm:**

Notice of Intent - Edward Keon & Patricia Kennelly, 19 Lakeview Drive. Map 104, Lot 72. DEP # 296-0492 House replacement, parking area, walking path, related site work. (Foresight)

Sally Underwood-Miller
Secrtary/Member
Stockbridge
Conservation Commission
04/02/19

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by IAN R. DICK and CARLA L. BLADES to GREYLOCK FEDERAL CREDIT UNION, dated June 4, 2007, and recorded on June 8, 2007, with the Berkshire Southern District Registry of Deeds in Book 1775, Page 48, as modified by Mortgage Modification Agreement and Release of Individual Mortgagor dated December 14, 2011, and recorded in said Registry of Deeds in Book 2088, Page 40, of which mortgage the undersigned is the present holder, for breach of the conditions of the said mortgage and for the purpose of foreclosing, the same will be sold at public auction at 10:00 a.m. on the Eighteenth (18th) day of April, 2019, at the mortgaged premises described below, to wit, 123 Pixley Road, Monterey, Massachusetts, all and singular, the premises in said Monterey, Berkshire County, Massachusetts, described in said Mortgage, to wit:

A certain tract of land located on the easterly side of the highway leading from Great Barrington to Hartsville, sometimes known as Pixely Road, in said Monterey, bounded and described as follows:

Beginning at an iron pipe in the easterly side of the highway at the northwest corner of land now or formerly of one Hastedt and the southwest corner of the tract herein described; thence North 60 degrees East 200 feet along land of said Hastedt to an iron pipe; thence North 30 degrees West 93.5 feet more or less along land now or formerly of Swimming Area Mud and Weed Cleaners, Inc. to an iron pipe; thence in a westerly direction along land now or formerly of Swimming Area Mud and Weed Cleaners, Inc. and land of one Zucco 200 feet more or less to an iron pipe in the easterly line of said highway at the southwest corner of land of said Zucco; thence 110.5 feet more or less along said highway to the point or place of beginning; containing 20,400 square feet of land, more or less.

Except from the foregoing that portion of the premises above described which was taken by the County of Berkshire for highway purposes by Order of Taking recorded on October 1, 1954 in Southern Berkshire Registry of Deeds at Great Barrington in Book 307, Page 190.

Also hereby granting a right of way in common with others 75 feet on the shore of Lake Buel with a right of way from the Public Highway along the easterly line of land of one Baumann and extending southerly to Lake Buel.

Being all and the same premises conveyed to the mortgagors herein by deed of Yvonne M. LaChapelle and Jeanne A. LaChappelle dated May 7, 2004 and recorded in the Southern Berkshire Registry of Deeds in Book1526, Page 182.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and conditions of record, and all tenancies and/or rights of parties in possession, including rights or claims to personal property installed by tenants or former tenants now located on the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

TERMS OF SALE: FIVE THOUSAND DOLLARS ($5,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. The balance is to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the public auction at the offices of HASHIM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts. The purchaser will be responsible for all the closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum containing the terms of this sale.

In the event the successful bidder shall default in purchasing the within described premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, HASHIM & SPINOLA, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder, and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

GREYLOCK FEDERAL
CREDIT UNION,
Holder of Said Mortgage

Date: March 18, 2019

FROM THE OFFICES OF:
HASHIM & SPINOLA
Attorneys for the Mortgagee
82 Wendell Avenue
Pittsfield, MA 01201
(413) 499-1304

AUCTIONEER:
MARCELLA ASSOCIATES
LICENSE NO. 1687
44 Lake Street
Dalton, MA 01226
03/26/19, 04/02/19, 04/09/19

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by PAUL H. LESAGE to GREYLOCK FEDERAL CREDIT UNION, dated October 30, 2009, and recorded on October 30, 2009, with the Berkshire Northern District Registry of Deeds in Book 1390, Page 247, of which mortgage the undersigned is the present holder, for breach of the conditions of the said mortgage and for the purpose of foreclosing, the same will be sold at public auction at 10:00 a.m. on the Eleventh (11th) day of April, 2019, at the mortgaged premises described below, to wit, 297 Eagle Street, North Adams, Massachusetts, all and singular, the premises in said North Adams, Berkshire County, Massachusetts, described in said Mortgage, to wit:

Beginning at a point on the westerly side of said North Eagle Street at the southeast corner of land now or formerly of Victor Colombe;

Thence running South along said North Eagle Street to Hospital Avenue, so-called;

Thence West along the North side of Hospital Avenue to land now or formerly of one Vincenza Partenope;

Thence North along the easterly line of said Vincenza Partenope land to a stone wall marking the north boundary of said land;

Thence east along said stone wall to the northwest corner of land now or formerly of said Victor Colombe;

Thence South along the West line of said Victor Colombe's land to a point forming the southwest corner of said Victor Colombe's land;

Thence East along the South line of said Victor Colombe's land to North Eagle Street and the place of beginning.

To the extent that the mortgagor has previously elected a Declaration of Homestead, such Homestead continues to be reserved but is hereby subordinated to this mortgage only.

Being the same premises conveyed to the Mortgagor herein by deed of Debra A. Choquette recorded simultaneously herewith.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and conditions of record, and all tenancies and/or rights of parties in possession, including rights or claims to personal property installed by tenants or former tenants now located on the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

TERMS OF SALE: FIVE THOUSAND DOLLARS ($5,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. The balance is to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the public auction at the offices of HASHIM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts. The purchaser will be responsible for all the closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum containing the terms of this sale.

In the event the successful bidder shall default in purchasing the within described premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, HASHIM & SPINOLA, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder, and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

GREYLOCK FEDERAL
CREDIT UNION,
Holder of Said Mortgage
Date: March 11, 2019

FROM THE OFFICES OF:
HASHIM & SPINOLA
Attorneys for the Mortgagee
82 Wendell Avenue
Pittsfield, MA 01201
(413) 499-1304

AUCTIONEER:
MARCELLA ASSOCIATES
LICENSE NO. 1687
44 Lake Street
Dalton, MA 01226
03/19/19, 03/26/19, 04/02/19

MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by LASZLO AMBRUS to GREYLOCK FEDERAL CREDIT UNION, dated August 25, 2003, and recorded on August 29, 2003, with the Berkshire Middle District Registry of Deeds in Book 2686, Page 316, of which mortgage the undersigned is the present holder, for breach of the conditions of the said mortgage and for the purpose of foreclosing, the same will be sold at public auction at 10:00 a.m. on the Twenty-Fifth (25th) day of April, 2019, at the mortgaged premises described below, to wit, 189 Benedict Road, Pittsfield, Massachusetts, all and singular, the premises in said Pittsfield, Berkshire County, Massachusetts, described in said Mortgage, to wit:

That certain land situated on Benedict Road in said Pittsfield, known and designated as Lot numbered fifteen (15), on Plan of Lots on William R. Gardner and C. Frank Reed, recorded in Berkshire Middle District Registry of Deeds in Book 302, Page 646.

Subject to a building line restriction of fifteen (15) feet from said Benedict Road, if still in force; and also subject to certain rights of water pipe and conduits as set forth in the deed of W.R. Plunkett, Guardian, and others, to W.R. Gardener and Susan S. Reed, dated October 5, 1900.

Subject to the rights mentioned in deed of Orsula C. Barosso to Charles J. Barosso, et ux for a period of five (5) years to a right of way to pass and repass over an existing driveway as well as to take and receive city water through the existing pipe line as set forth in said deed, dated November 26, 1945 and recorded in said Registry, as well as to take and receive electricity over existing facilities.

Being the same premises conveyed to the Mortgagor herein by deed of Laszlo J. Ambrus and Barbara A. Ambrus, recorded in the Berkshire Middle District Registry of Deeds in Book 2117, Page 207.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and conditions of record, and all tenancies and/or rights of parties in possession, including rights or claims to personal property installed by tenants or former tenants now located on the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

TERMS OF SALE: FIVE THOUSAND DOLLARS ($5,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. The balance is to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the public auction at the offices of HASHIM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts. The purchaser will be responsible for all the closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum containing the terms of this sale.

In the event the successful bidder shall default in purchasing the within described premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, HASHIM & SPINOLA, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder, and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

GREYLOCK FEDERAL
CREDIT UNION,
Holder of Said Mortgage

Date: March 22, 2019

FROM THE OFFICES OF:
HASHIM & SPINOLA
Attorneys for the Mortgagee
82 Wendell Avenue
Pittsfield, MA 01201
(413) 499-1304

AUCTIONEER:
MARCELLA ASSOCIATES
LICENSE NO. 1687
44 Lake Street
Dalton, MA 01226
04/02/19, 04/09/19, 04/16/19

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Jennifer M. Puccio and Shane R. D'Ascanio to Mortgage Electronic Registration Systems, Inc., as nominee for Academy Mortgage Corporation, its successors and assigns, dated December 14, 2012 and recorded with the Berkshire County (Middle District) Registry of Deeds at Book 5101, Page 223, subsequently assigned to Wells Fargo Bank, N.A. by Mortgage Electronic Registration Systems, Inc., as nominee for Academy Mortgage Corporation, its successors and assigns by assignment recorded in said Berkshire County (Middle District) Registry of Deeds at Book 5339, Page 291 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 2:00 PM on April 16, 2019 at 119 Sampson Parkway, Pittsfield, MA, all and singular the premises described in said Mortgage, to wit:

Being Lot #79 as shown on a plan entitled "Building Lot Plan No. 2 of Sampson Park, Pittsfield, Mass., laid out by Rene Robert, Scale 1 in. = 40 ft., August 17, 1950, Robert B. Deloye, Engineer", which plan is recorded in the Berkshire Middle District Registry of Deeds in High Desk Drawer No. 216. Being the same premises conveyed to the mortgagors herein by deed of Lorraine C. Schrader dated December 9, 2012 and recorded in the Berkshire Middle District Registry of Deeds simultaneously herewith.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS ($5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

Other terms, if any, to be announced at the sale.
Wells Fargo Bank, N.A.

Present Holder of said Mortgage,
By Its Attorneys,
ORLANS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
18-012990
03/26/19, 04/02/19, 04/09/19

Notice of Community Outreach Meeting
Ipswich Pharmaceutical Associates, Inc.

Notice is hereby given that the Ipswich Pharmaceutical Associates will hold a Community Outreach Meeting on **April 10th at Bullards Crossing, Hinsdale, MA 01235 starting at 12 PM** to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Hinsdale.

The Ipswich Pharmaceutical Associates, Inc. intends to apply for a license to operate for one or more of the following Adult-Use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; and Marijuana Transporter, to be located at Bullards Crossing, Hinsdale. In accordance with M.G.L. c. 94 G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.00 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Facility to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community through a Host Agreement on Medical Marijuana and Tax Incentives on Recreational Marijuana;
5. Plans to ensure the establishment will not constitute a

Public Notices

nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare or other conditions.

Interested member of the community are encouraged to ask question and receive answers from Ipswich Pharmaceutical Associates representative, Joseph McCarthy. Mr. McCarthy will take questions and provide answers about the proposed medical and adult-use proposed facility operations.

A copy of this notice has been published in a local newspaper at least seven (7) calendar days to prior to the meeting and filed with the Town Clerk, the Planning Board, and the Town Clerk of Hinsdale. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Joseph F McCarthy
CEO
Ipswich Pharmaceutical Associates
04/02/19

Notice of Public Hearing
Zoning Board of Appeals
Town of Great Barrington

The Great Barrington Zoning Board of Appeals will hold a public hearing on **Wednesday, April 10, 2019, at 7:30 PM at Town Hall, 334 Main Street, Great Barrington,** to act on a request from the CDC of South Berkshire to modify the Comprehensive Permit issued August 2016 for the development at 100 Bridge Street. A copy of the request is on file at the Town Clerk's office at Town Hall.

Ron Majdalany, Chairman
03/26/19, 04/02/19

RICHMOND
CONSERVATION COMMISSION

The Richmond Conservation Commission will hold a public hearing on **Tuesday, April 9, 2019 at 7:00 PM in the Richmond Town Hall, 1529 State Road,** to act on a Notice of Intent (DEP File # 271-0204) from Thomas Drain on behalf of Robin Prechter, property at 21 Willow Road, Richmond, Map 104 Lot 23. The proposed work consists of construction of a 4 ft. by 4 ft. deck on TechnoMetal posts at the rear of a residence and a new 10 ft. by 15 ft. deck on existing footings at the front of the residence. This public hearing will be conducted in accordance with the Massachusetts Wetlands Protection Act and the Richmond Wetland Bylaw. Freya Segal & Ronald Veillette, Co-Chairs; Shepley Evans, Conservation Agent.
04/02/19

RICHMOND
CONSERVATION COMMISSION

The Richmond Conservation Commission will hold a public meeting on **Tuesday, April 9, 2019 at 7:00 PM in the Richmond Town Hall, 1529 State Road,** to act on a Request for Determination of Applicability from Tom and Jan Murtha, property located at #220 Shore Road, Map 101 Lot 157. The proposed work consists of removing the roof from an existing house and constructing a new second floor to include three bedrooms and two baths, new stairs up from the first floor, a new 14 ft. by 10 ft. screened porch and new siding on the entire house. This public meeting will be conducted in accordance with the Mass Wetlands Protection Act (Ch.131, sec. 40) and the Richmond Wetland Bylaw (Ch. XII). Freya Segal & Ronald Viellette, Co-Chairs; Shepley Evans, Conservation Agent.
04/02/19

The Commonwealth of Massachusetts
BERKSHIRE, SS.
SUPERIOR COURT
No.1976CV00065

To ANDREW A. FINK and GRETCHEN M. FINK, of 2541 County Route 60, Elmira, New York; and to all persons entitled to the benefits of the Servicemembers Civil Relief Act.

WHEREAS, GREYLOCK FEDERAL CREDIT UNION, a Credit Union duly organized under the laws of the United States of America, with a principal place of business at 150 West Street, Pittsfield, Massachusetts, claiming to be the holder of a mortgage covering a certain parcel of land situated in Great Barrington, Berkshire County, Massachusetts, known and numbered as 9 Francis Avenue, given by ANDREW A. FINK and GRETCHEN M. FINK to GREYLOCK FEDERAL CREDIT UNION, dated June 30, 2006, and recorded in the Southern Berkshire Registry of Deeds, Book 1707, Page 137, has filed with said court a bill in equity for authority to foreclose said mortgage by entry and possession and exercise of a power of sale: If you are entitled to the benefits of the Servicemembers Civil Relief Act, as amended and you object to such foreclosure of said mortgage, you or your attorney should file a written appearance and answer in said Court at Pittsfield, in said County of Berkshire, on or before the 1st day of May, 2019 which day is the return day of this subpoena, or you may be forever barred from claiming that such foreclosure is invalid under said Act.

Witness, Judith Fabricant Esquire, Chief Justice of our Superior Court, the 11th day of March in the year of our Lord two thousand nineteen.

A true copy.
Attest: Deborah S. Capeless
Clerk

Hashim & Spinola
82 Wendell Avenue
Pittsfield, MA 01201
Tel: 413-499-1304
04/02/19

The Commonwealth of Massachusetts
BERKSHIRE, SS.
SUPERIOR COURT
No.1976CV00064

To SUSAN J. PERRY, of 33 Forest Street, North Adams, Berkshire County, Massachusetts; and to all persons entitled to the benefits of the Servicemembers Civil Relief Act.

WHEREAS, GREYLOCK FEDERAL CREDIT UNION, a Credit Union duly organized under the laws of the United States of America, with a principal place of business at 150 West Street, Pittsfield, Massachusetts, claiming to be the holder of a mortgage covering a certain parcel of land situated in North Adams, Berkshire County, Massachusetts, known and numbered as 33 Forrest Street, given by SUSAN J. PERRY to GREYLOCK FEDERAL CREDIT UNION, dated August 28, 2008, and recorded on September 3, 2008 in the Northern Berkshire Registry of Deeds, Book 1343, Page 539, has filed with said court a bill in equity for authority to foreclose said mortgage by entry and possession and exercise of a power of sale: If you are entitled to the benefits of the Servicemembers Civil Relief Act, as amended and you object to such foreclosure of said mortgage, you or your attorney should file a written appearance and answer in said Court at Pittsfield, in said County of Berkshire, on or before the 1st day of May, 2019 which day is the return day of this subpoena, or you may be forever barred from claiming that such foreclosure is invalid under said Act.

Witness, Judith Fabricant Esquire, Chief Justice of our Superior Court, the 11th day of March in the year of our Lord two thousand nineteen.

A true copy.
Attest: Deborah S. Capeless
Clerk

Hashim & Spinola
82 Wendell Avenue
Pittsfield, MA 01201
Tel: 413-499-1304
04/02/19

The Commonwealth of Massachusetts
BERKSHIRE, SS.
SUPERIOR COURT
No. 1976CV00066

To MARK D. HARTMAN and TERRY A. HARTMAN, of 50 A Street, North Adams, Berkshire County, Massachusetts; and to all persons entitled to the benefits of the Servicemembers Civil Relief Act.

WHEREAS, MOUNTAINONE BANK, a bank duly organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at 93 Main Street, North Adams, Massachusetts, successor by merger between HOOSAC BANK and SOUTH COASTAL BANK, claiming to be the holder of a mortgage covering a certain parcel of land situated in North Adams, Berkshire County, Massachusetts, known and numbered as 50 A Street, given by MARK D. HARTMAN and TERRY A. HARTMAN to HOOSAC BANK, dated April 8, 2004, and recorded on April 13, 2004 and recorded in the Northern Berkshire Registry of Deeds, Book 1153 Page 267, has filed with said court a bill in equity for authority to foreclose said mortgage by entry and possession and exercise of a power of sale: If you are entitled to the benefits of the Servicemembers Civil Relief Act, as amended, and you object to such foreclosure of said mortgage, you or your attorney should file a written appearance and answer in said Court at Pittsfield, in said County of Berkshire, on or before the 1st day of May, 2019 which day is the return day of this subpoena, or you may be forever barred from claiming that such foreclosure is invalid under said Act.

Witness, Judith Fabricant Esquire, Chief Justice of our Superior Court, 11th day March in the year of our Lord two thousand nineteen.

A true copy.
Attest: Deborah S. Capeless
CLERK

Hashim & Spinola
82 Wendell Avenue
Pittsfield, MA 01201
Tel: 413-499-1304
04/02/19

Announcements

★ NEW AD TODAY ★

1970's PITTSFIELDERS....A "MUST SEE" website and photo gallery. A Real Blast from the Past. See North Street regulars and more. You may just see a friend, family member, relative or maybe even yourself. Visit www.pittsfielders1970s.com and spread the word.

Mobile Homes/Sale

NORTH ADAMS. 14x70, 2 bedroom,1 bath, huge awning, nice location in adult park. DES CORP.. 413-663-8417

Business Rentals

PITTSFIELD. Elm Street. 1,200 sf retail space in busy shopping center. Prime location. **845-638-6600**

Apartment Rentals

ALL RENTALS
on-line at:
www.rhabc.com
by the
Rental Housing Association
of
Berkshire County

Newly renovated 1 BDR in East Otis. Short walk to Otis Reservoir. 15 min drive to Tanglewood. Country setting. $750/mo. 860-208-1040 or meyburd@gmail.com

NORTH ADAMS:
FRANKLIN COURT
1 & 2 bedroom apartments in modern brick buildings. Large living room, eat in kitchen. Each apartment has its own oversized garage. Laundry, swimming pool, large gazebo. From $795 to $985 includes heat, hot water. No pets.
(413) 281-3868

★ NEW AD TODAY ★

PITTSFIELD. Edward Avenue. 1 bdrm, 1st floor. Off street parking, hookups. No smoking. $680/month. No utilities included. 413-441-5566

Help Wanted

Looking for Full Time
Experienced Hygienist
Offering 401K & paid vacation
• • •
Send replies to Box 506 c/o New England Newspapers, P.O. Box 1171, Pittsfield, MA 01202

OIL TRUCK DRIVER
O'Connell Oil

Experienced Oil Truck Driver needed. Must have all necessary certificates, CDL & HAZMAT. Competitive wages, Full benefits, 401K.

Call Jim @ 413-586-6800
or email resume to
jsobon@oconnelloil.com

$100 and Under

3 DESKS. $100. 413-464-3533.

3 ROCKING CHAIRS, large, medium, small. $100 for all. 413-464-3533.

$100 and Under

★ NEW AD TODAY ★

ADIRONDACK CHAIRS (3) light purple chairs will send pic. $30. 413-822-8106

AIR HOCKEY Table, full size with sound and electronic scoring. $100. 413-743-7236

AIR PURIFIER, Aerus 159B Guardian, very good cond., new $350, asking $100. Text/call: 347-819-1503

ANCHOR. For small boat-weighs approx. 15 lb. $15. 413-623-5000

★ NEW AD TODAY ★

ANTIQUE WOOD/IRON cattle stanchion. $40 each. Photos available. 413-281-2646

ASSORTED DOLLS. $10 firm each. 413-441-4653

BANGLE BRACELETS (83). Ceramic, Leather, Stone, Metal, Enamel. $25/all. 413-442-0078

BASEBALL GLOVE. Rawlings leather adult, like new. $20. 413-344-5077

BASEBALL GLOVE. Wilson child, good condition $3. 413-344-5077

Beige Jacket/Trousers. Karen Scott, size 20. New w/tags. $20. 413-442-0078

BICYCLE CARRIER. Allen Deluxe three bike trunk mount rack. New. $35. 413-776-9427

BIKE WEEK Coat. 2X. Good cond. $60 OBO. 413-743-5349

BROWN SOFA. Good condition. $45. 413-743-5712

★ NEW AD TODAY ★

BUREAUS $45-up.
Sofas, love seats, recliners, $55-up.
Sectionals.
Excellent condition.
413-743-5712

BUSHMILL TELESCOPE. $10. 413-743-5712

CAKE PLATTER. Fostoria elevated cake platter. $50. Text preferred or call 413-822-0829

CANISTER SET. 15 piece German mother of pearl canister set. $75. Text preferred or call 413-822-0829

CANON COPIER. PC6RE. Refurbished and reliable. Reduced to $85. 413-623-5000

CAT FOOD. Fancy Feast Fish and Shrimp Feast. Flaked. 20 Small cans. $8. 413-212-0050

★ NEW AD TODAY ★

CDs classic rock and southern rock, about 100. $25 obo. 413-446-8487

CEILING FAN with three lights. $60. 413-329-2748

★ NEW AD TODAY ★

CERAMIC LAMPS. Pair, white, 16" tall. $16/pr. 445-5957 after 5pm

CERAMIC TOWER HEATER. LASKO CT30750 with remote. VGC. $59. 413-623-5000

CHAISE LEATHER LOUNGE. $100. 413-464-3533.

CHAISE LOUNGE. Dark cloth. $40. 413-743-5712

CHILTON'S IMPORT CAR repair manual 1984. $15. 413-329-2748

CHIMNEY CAP. Prevents woodstove downdrafts. VacuStack 6" round, stainless steel. $85. 413-776-9427

$100 and Under

COACH HANDBAG. Leather flax/yellow $75. 413-822-1381

COACH PURSE. Leather, new flax/yellow. $75. 413-822-1381

COLLECTIBLE BIKES. $15 each. 413-446-9523

COLLIERS ENCYCLOPEDIAS. Will donate to non-profit group. 20 volumes. 413-663-7739.

COPIER. CANON PC 430. Stand alone. Not computer compatible. Needs new cartridge. $25. 413-623-5000

COUNTRY CUPBOARD. $25. 445-5957 after 5pm

CRAFTSMAN 1 hp router & cutters. $35. Text preferred or call 413-822-0829

CRAFTSMAN OVERARM Saw, 10 hp. $95. 413-464-1522

★ NEW AD TODAY ★

DENIM JACKET. Women's size XL, excellent condition. $10. 518-658-2605

DESK,. Solid Maple with attached hutch/shelves. $100. 413-743-7236

DESK, Solid Maple with attached hutch/shelves, $100, 413-743-7236

DINING ROOM CHAIRS (6), $100. 413-464-3533.

DINING ROOM HUTCH, $100. 413-464-3533.

DINING ROOM TABLE, $100. 413-464-3533.

DRILL DRIVER. Craftsman variable speed 3/8'' drill driver with case. $30. 413-445-5096.

ELECTRIC SNOWBLOWER. Small, yard machine. Great for sidewalks or little areas. Will send pic. $50. 413-822-8106

ELECTRIC TRIMMER. Snapper, 60V lithium rechargeable battery. Light weight. Runs perfectly. $50. 413-743-5297

FARM TOOLS including horse & yard stuff. $20. 413-446-9523

$100 and Under

FARRAH FAWCETT majors poster. In Logan's Run Movie 1976. $15. 413-329-2748

FERRET CAGE. Excellent condition, 3'x3'. $95 OBO. 413-441-9019

FOSTORIA 14-1/2'' punch bowl and 7 cups $100**.** Text preferred or call 413-822-0829

★ NEW AD TODAY ★

FRAMED PRINT. Patsy Santo numbered print. 'Winter's Fun' - Bennington winter scene with St. Francis church in background, frame 32X25". Photo avail. $100/offer. 413-281-2646

GLASS DISPLAY CABINET. $40. 413-446-9523

GOLF CART. Golf bag cart. Wheels are flat might just need air. Will send pic. $30. 413-822-8106

GOLF CLUBS. NEW Hybrid Men's. Set of 6. $99. 413-448-9028

GRINDING, POLISHING, Buffing Machine. Old Floor Model Craftsman. Carton w/ attachments incl. Needs 4 new belts. **FREE**. 413-442-0078 SOLD

HUSQVARNA 5 1/2 HP Self-propelled , good condition. $95. 413-443-0353

IKEA CHAIRS (4) rattan seats $55. 445-5957 after 5pm

★ NEW AD TODAY ★

IMPACT WRENCH. Plugs into cigarette lighter, will send pic. $25. 413-822-8106

★ NEW AD TODAY ★

IRISH THROW. 100% wool. New. $75. 518-658-2605

IRON BED. 150 years old, single, top & bottom complete. $40. 413-446-9523

IRON WHEELS. (x2). $20 each. 413-446-9523

JEWELRY HEART SHAPED TABLE. Glass topped, cherry. $25. 413-441-4653

J.H. MAXYMILLIAN, INC.

Seeking
CONSTRUCTION SUPERVISORS
and hands-on
CIVIL CONSTRUCTION FOREMEN
to manage Laborers and Operators, subcontractors, materials, and equipment on construction sites. Must be a motivated team player with construction experience. Competitive pay and benefits.

Apply to:
Tim Zink, Office Manager
J.H. Maxymillian, Inc.
1801 East Street
Pittsfield, MA 01201
inquiries@maxymillian.com

The Berkshire Eagle

DISTRICT MANAGER

The Berkshire Eagle is seeking a full time District Manager for our Circulation/Distribution Department.

Primary responsibilities include growth and retention of the customer base in the district assigned. Having good communication skills is definitely a must.

The District Manager will work closely with the independent contractors force to effectively network distribution of the newspaper to our customers as well as dealers/advertisers, while establishing and maintaining positive internal and external relationships, and quickly resolving customer issues.

Candidates should be innovative, capable of working independently as well as with others, and possess the ability to make tough decisions while achieving company goals.

This position requires someone who can work early morning and weekend hours. You must have experience with using computers for basic functions; email… etc. Experience in customer service and distribution is a big plus. A valid driver's license, a reliable vehicle, and proof of auto insurance are required.

This full time position includes a benefits package of health, dental, vision, life insurance, and 401K. A drug screen is required.

To apply for this position go to **berkshireeagle.com/apply**, complete the online application and attach your resume.

Option Institute
INTERNATIONAL LEARNING & TRAINING CENTER

Website Coordinator: Seeking an extraordinary website marketing professional with can do attitude who will coordinate and publish content on our organization's 6 websites. Responsible for maintaining continuity of themes, branding, design, layout adjustments, streamlining navigation, creating draft concept pages and increasing online presence. HTML, JS, PHP coding experience required. 2 years website work experience required. This is an on-site position. **Email resume tohr@option.org.** EOE

Social Media Specialist: Do you love staying up-to-date on the newest social media trends? Are you creative, using Adobe programs like Photoshop and Premiere? Interact with followers from around the globe and help people find support and resources. Must have excellent attention to detail, excel at proper grammar and spelling, be able to balance multiple projects simultaneously, work well independently and as part of a dynamic, fun team, and always want to learn more. Experience with email marketing and content writing a plus. Videography and photography a plus. Two years' experience required.
Please email resume to hr@option.org. EOE

Director of Philanthropy: seeking a highly motivated, self-starter, and experienced fundraiser who wants meaningful work with an organization dedicated to helping individuals, families & children. Use your skills to influence and advise on new fundraising strategies and donor campaigns to help continue our mission. The Director of Philanthropy will be responsible for growing and expanding the giving effort: creating strategy, organizing fundraising, and actively executing to achieve annual giving goals. Minimum of 5 years' experience in the non-profit fundraising sector required. **Email cover letter and resume to hr@option.org.** EOE

Community Care Network
thriving community, empowered lives

Come make a LIVING.....where the LIVING is GOOD!

Elder Care Clinician ($2000 Sign-On Bonus) BENNINGTON, VERMONT

In Vermont, we take things very seriously – the view, our clean environment, mountains, lakes, recreation and the quality of life. COMMUNITY CARE NETWORK, is a mid-sized non-profit located near the foothills of the Green Mountains in Central Vermont and is seeking an **Elder Care Clinician**.

In this role, you'll be responsible for the coordination of services, provision of supportive counseling, evaluation and assessment of needs within the living, learning and working requirements for assigned clients. The Clinician will provide outreach mental health services to home bound elders with suspected mental health issues.

Master's degree in Psychology, Social Work or Community Mental Health required.

Experience preferred. Licensure or eligibility for licensure required. Valid driver's license required.

Sign-on **Bonus**
$500 at first pay
$500 at 6 months of service
$500 at 1 year anniversary
$500 at 1.5 years of service

A bit about us:

CCN is a consortium of health, human service, employment and rehabilitation programs serving the greater Rutland region. We employ and contract with more than 550 people, offering a wide variety of employment opportunities for individuals interested in helping meet the many needs of our community.

We offer competitive salaries, an innovative and supportive work environment, and the opportunity to grow, all while making a difference in the lives of those who need us most.

At CCN you'll find more than a job. You'll find work that matters.

To apply, visit rmhsccn.e3applicants.com

CCN is an Equal Opportunity Employer

CLASSIFIED SALES SPECIALIST

Do you like working in a fast-paced, team environment?
Are you highly motivated, sales driven and love talking on the phone?
Then we have a job for you!

New England Newspapers, Inc., publisher of The Berkshire Eagle, the Bennington Banner, the Brattleboro Reformer and the Manchester Journal, has an immediate opening for a qualified candidate to help drive advertising sales in our Classified Department.

This full-time position will work to prospect and grow revenue for our Classifieds print and digital publications products, as well as provide excellent service to customers before, during and after each sale. Responsibilities include responding to inbound customer phone calls, emails, and advertising requests, as well as processing ad submissions and formatting, outbound sales prospecting and callbacks, building relationships with our advertisers, as well as reception area, legal advertising and obituaries as needed. The right person must be sales driven, highly organized, and able to produce positive results. Attention to detail, and prompt, courteous customer service skills are a must. Basic computer skills are required.

New England Newspapers, Inc
The Berkshire Eagle

This full-time position includes a benefits package of health, dental, vision, life insurance, paid vacation and sick time. EOE.

To apply for this position, attach a cover sheet and resume to your completed online application at **berkshireeagle.com/apply**

Attachment B

Adrienne Dean <adrienne@deanandray.com>

Fwd: community outreach

2 messages

Jodie Mccarthy <jodiem1955@gmail.com> Mon, Apr 1, 2019 at 2:18 PM
To: adrienne@deanandray.com

Sent from my iPhone

Begin forwarded message:

From: Jodie Mccarthy <jodiem1955@gmail.com>
Date: April 1, 2019 at 1:49:46 PM EDT
To: select.board@hinsdalema.gov, "Aylesworth, Ryan" <Town.Administrator@hinsdalema.gov>, clerk@hinsdalema.gov
Subject: community outreach

Good Afternoon,
As required by the Cannabis Control Commission the Ipswich Pharmaceutical Associates inc is having an out reach meeting at Bullards Crossing on the 10th of April 2019 at 12:00 noon.
Thank You
Joseph McCarthy

<CCC Hinsdale Community Outreach Meeting.docx>

Adrienne Dean <adrienne@deanandray.com> Mon, Apr 1, 2019 at 2:19 PM
To: Jodie Mccarthy <jodiem1955@gmail.com>

Great! The abutters will need notice mailed to them at least 7 days before the meeting.
[Quoted text hidden]

Exhibit C

Applicant Ipswich Pharmaceutical Associates, Inc.

DEAN & RAY LLC
Attorneys at Law

Cannabis Control Commission
Licensing Division
cannabislicensing@mass.gov

September 24, 2019

RE: Request for Information - Abutters' Notice Documentation

To Whom It May Concern:

I am writing on behalf of Ipswich Pharmaceutical Associates, Inc. (hereafter, "Applicant") in response to the Request for Information issued by the Cannabis Control Commission ("CCC") on September 20, 2019 concerning application # MCN281749. Specifically, I am writing to address the CCC's request set forth in Item #1 under the subheading "Application of Intent Packet" for "copies of certified mail, receipts or a copy of the individual notices sent, etc." of the notices sent to abutters regarding Applicant's community outreach meeting. In support of this request, the CCC cites 935 CMR 500.101(1) and (2). The requisite components of an application submitted by new applicants are contained in 935 CMR 500.101(1); those for RMD applicants are set forth in 935 CMR 500.101(2). Given that Applicant is an existing RMD, 935 CMR 500.101(1) does not apply. The language describing the required documentation for notice made to abutters for RMD applicants, set forth in 935 CMR 500.101(2)(b)7.c, is reproduced below:

> "***Attestation*** that notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town." (***emphasis added***)

Applicant hereby submits that it has already provided such attestation in the form of the CCC's Community Outreach Meeting Attestation Form; indeed, this letter is attached to such Attestation Form. As such, Applicant has met its burden of providing the documentation required by 935 CMR 500.101(2) regarding notice to abutters and is in full compliance with all applicable regulatory requirements concerning documentation of notice given to abutters.

Adrienne Dean, Esq. [MA Bar]
234 Littleton Road, Suite 1B, Westford, MA 01886
phone: (978) 770-8163 ~ email: adrienne@deanandray.com

Christopher Ray, Esq. [MA & NH bars]
P.O. Box 7745 ~ Nashua, NH 03060
phone: (508) 309-5950 ~ email: christopher@deanandray.com

DEAN & RAY LLC
Attorneys at Law

Given that Applicant is in compliance with the regulations, Applicant kindly asks that the CCC either provide additional authority for or reconsider its request for "copies of certified mail, receipts or a copy of the individual notices sent, etc." pertaining to the abutters' notice.

Please feel free to contact me with any questions or concerns regarding the information contained in this letter. Thank you in advance for your time and consideration.

Regards,

/s/ Adrienne Dean

Adrienne Dean, Esq.
Partner
Dean & Ray LLC
p: (978) 770-8163
e: adrienne@deanandray.com

Adrienne Dean, Esq. [MA Bar]
234 Littleton Road, Suite 1B, Westford, MA 01886
phone: (978) 770-8163 ~ email: adrienne@deanandray.com

Christopher Ray, Esq. [MA & NH bars]
P.O. Box 7745 ~ Nashua, NH 03060
phone: (508) 309-5950 ~ email: christopher@deanandray.com

Exhibit C

TOWN OF HINSDALE
Board of Assessors
39 South Street
Hinsdale, MA 01235
(413) 655-2300 X315

9/5/19

0

Parcel Number: 408-028-000
CAMA Number: 408-028-000
Property Address: 0 BULLARDS CROSSING

Mailing Address: JOSEPH F. & ELIZABETH MCCARTHY
53 TOWN FARM RD
IPSWICH, MA 01938

Below is a list of abutters to the above-referenced parcel within 300 feet as requested.

This is to certify that as of ***January 1, 2019*** for taxation made by the Town of Hinsdale, the names and addresses of the parties assessed as owners to the parcel

Parcel Number	GIS Number	Cama Number	Property Address	Owner Name	Co-Owner Name	Owner Address	Owner Address 2	Owner City	Owner State	Owner Zip
408-012-000	408-012-000	408-012-000	0 BULLARDS CROSSING RD	DUQUETTE FAMILY NOMINEE TRUST	C/O JENNIFER M. DUQUETTE, TRUSTEE	P.O. BOX 289		HINSDALE	MA	01235-0289
408-020-000	408-020-000	408-020-000	0 BULLARDS CROSSING RD	NOCO ENTERPRISES LLC		470 NORTH WASHINGTON STATE RD		WASHINGTON	MA	01233
408-021-000	408-021-000	408-021-000	100 BULLARDS CROSSING RD	FINCH REALTY LLC		3 BERKSHIRE TRAIL WEST	P O BOX 102	GOSHEN	MA	01032-102
408-032-000	408-032-000	408-032-000	0 BULLARDS CROSSING RD	BILLINGS, DUDLEY R.		730 CHESHIRE RD		LANESBORO	MA	01237

Attachment C

Notice of Community Outreach Meeting
Ipswich Pharmaceutical Associates, Inc.

Notice is hereby given that the Ipswich Pharmaceutical Associates will hold a Community Outreach Meeting on April 10th at Bullards Crossing, Hinsdale, MA 01235 starting at 12 PM to discuss the proposed siting of an Adult Use Marijuana Establishment in the Town of Hinsdale.

The Ipswich Pharmaceutical Associates, Inc. intends to apply for a license to operate for one or more of the following Adult-Use Marijuana Establishment licenses: Marijuana Cultivator; Marijuana Product Manufacturer; and Marijuana Transporter, to be located at Bullards Crossing, Hinsdale. In accordance with M.G.L. c. 94 G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.00 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Facility to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community through a Host Agreement on Medical Marijuana and Tax Incentives on Recreational Marijuana;
5. Plans to ensure the establishment will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare or other conditions.

Interested member of the community are encouraged to ask question and receive answers from Ipswich Pharmaceutical Associates representative, Joseph McCarthy. Mr. McCarthy will take questions and provide answers about the proposed medical and adult-use proposed facility operations.

A copy of this notice has been published in a local newspaper at least seven (7) calendar days to prior to the meeting and filed with the Town Clerk, the Planning Board, and Town Administrator of the Town of Hinsdale. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Joseph F McCarthy
CEO-Ipswich Pharmaceutical Associates

SECOND REVISED Plan to Remain Compliant with Local Zoning as of October 1, 2019

IN RESPONSE TO THE REQUEST FOR INFORMATION ISSUED ON SEPTEMBER 20, 2019:

The Request of Information issued on September 20, 2019 asks the applicant to include whether the establishment is allowed at these premises as a matter of right (according to zoning) or requires a special permit.

In response, applicant hereby submits that the establishment is allowed at these premises pursuant to permission granted by the Town of Hinsdale's executive body, the Board of Selectmen, in the form of the Host Community Agreement executed on April 11, 2018; furthermore, the land upon which the establishment sits is zoned for agriculture and the applicant has the Town's permission to engage in marijuana cultivation. No special permit is involved in granting the applicant's permission to utilize the land upon which the establishment sits, which is zoned for agriculture, for marijuana cultivation.

REVISED Plan to Remain Compliant with Local Zoning as of September 4, 2019

IN RESPONSE TO THE REQUEST FOR INFORMATION ISSUED ON JUNE 18, 2019:

The Request of Information issued on June 18, 2019 asks the applicant to identify any local licensing requirements for the adult use of marijuana. In response, applicant hereby submits a copy of the text of the marijuana bylaw that was enacted on November 28, 2018 at a Special Town Meeting (the "Marijuana Bylaw") as Exhibit A hereto (see page 2, Article 7). **However, please note that the applicant entered into its Host Community Agreement with the Town of Hinsdale on April 11, 2018 – several months before the Town passed its Marijuana Bylaw. Given that the applicant is "pre-Bylaw," the provisions of the attached Marijuana Bylaw do not apply to the applicant.**

The applicant will remain compliant with local zoning rules by engaging in the requisite processes with the Planning Board. The applicant will continue to ensure compliance with local zoning requirements by meeting any reporting requirements or other obligations owed to the Planning Board, including responding to informational and inspection requests from the Planning Board, the Town Building Inspector, and any other relevant local governmental authorities. Furthermore, the applicant will keep abreast of changes in local bylaws and ordinances by monitoring the results of town meetings, special elections and ballot initiatives.

Town Administrator
39 South Street
Hinsdale, MA 01235
Town.Administrator@hinsdalema.gov
413-655-2300, x345

TOWN OF HINSDALE – SPECIAL TOWN MEETING

ORDER OF BUSINESS

Berkshire, SS: To one of the members of the Police Department of the Town of Hinsdale:

Greetings: In the name of the Commonwealth of Massachusetts, you are hereby required and directed to notify and warn the inhabitants of said Town of Hinsdale qualified by law to vote, to meet in the Community Room of the Town Hall, 39 South Street, Hinsdale, Massachusetts on Wednesday, November 28, 2018 at 7:00 pm, and then and there to act on the following articles:

Article 1: To choose a moderator to preside over the meeting if the elected moderator is not present.

Article 2: To see if the Town will vote to transfer the sum of $35,532.00 from Free Cash to pay additional Vocational Education expenses incurred with the addition of two new student-residents; or take any other action thereon.

Select Board: Recommends Finance Committee: Recommends

Vocational Tuition per Student FY19 =	$17,266.00
X 2 Students =	$35,553.00

Article 3: To see if the Town will vote to transfer the sum of $8,352.00 from Free Cash to cover the costs to pay Berkshire Regional Planning Commission the balance owed for the Town's revised and State mandated Hazard Mitigation Report, or take any other action thereon.

Select Board: Recommends Finance Committee: Recommends

The Former Town Administrator had planned to hire a consultant to revise the Town's Hazard Mitigation Report for a fee of $8,864.00. He also applied for a FEMA grant to help pay this amount. The Town received the FEMA grant based on this original estimate, and the Select Board hired Berkshire Regional Planning Commission (BCRP) to revise the report for a $15,000.00 fee. The FEMA grant was for 75% of the $8864.00, which is $6648.00. The Town owes BCRP $8352.00 of the $15,000.00, and no funds were appropriated. This all came to the Town Administrator's attention in June, after the budget season. We ask for $8532.00 to meet the Town's obligation.

Article 4: To see if the town will vote to transfer the sum of $15,400.00 from Free Cash to pay for the additional costs incurred to secure a Conservation Commission/DEP Notice of Intent permit to address the culvert located at approximately 235 Old Dalton Road, or take any other action thereon.

Select Board: Recommends Finance Committee: Recommends

Article 5: To see if the town will vote to transfer the sum of $7,000.00 from Free Cash to pay for the additional costs incurred as a result of prevailing wage rates to complete the installation of the Town Hall generator, which was funded in May 2018, or take any other action thereon.

Select Board: Recommends Finance Committee: Recommends

A slight increase in the materials since the project was estimated, but the bulk of the increase is due to the State's prevailing wage requirements.

Article 6: To see if the town will vote to transfer the sum of $10,000.00 from Free Cash to the Tree Warden's 294-7103 to pay for the additional costs incurred as a result of tree removal or take any other action thereon.

Select Board: Recommends Finance Committee: Rejects

Article 7: To see if the town will vote to amend the Zoning Bylaws, by approving the following items as written, labelled, and numbered:

This Article requires a 2/3s vote.

7a. *Create a New Section 15 within the Zoning Bylaws entitled, **"Marijuana Establishments and Medical Marijuana Treatment Centers,"** as follows:*

§15 Marijuana Establishments. (The new section begins here with this title)

(a) **Purpose**. The purpose of this section is to provide for the placement of Marijuana Establishments ("MEs") and Medical Marijuana Treatment Centers ("MMTCs") in suitable locations in the Town of Hinsdale (the "Town") in recognition of and in accordance with An Act To Ensure Safe Access to Marijuana, Chapter 55 of the Acts of 2017 (the "Act"), and all regulations which have or may be issued by the Cannabis Control Commission (the "CCC"), including, but not limited to 935 CMR 500.00 and 935 CMR 501.00, in order to support the public's right to access marijuana and marijuana products while mitigating community impacts and protecting public health, safety and welfare. .

(b) **Definitions.**

CRAFT MARIJUANA COOPERATIVE – a Marijuana Cultivator comprised of residents of the commonwealth organized as a limited liability company, limited liability partnership, or cooperative corporation under the laws of the commonwealth that is licensed to cultivate, obtain, manufacture, process, package and brand marijuana and Marijuana Products to transport marijuana to MEs but not to consumers.

INDEPENDENT TESTING LABORATORY - a laboratory that is licensed by the CCC and is: (i) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation the commission otherwise approves mutual recognition arrangement or that; (ii) independent financially from any medical marijuana treatment center or any licensee or ME for which it conducts a test; and (iii) qualified to test marijuana in compliance with 935 CMR 500.160 and M.G.L. c.94C, § 34.

LICENSE – The certificate issued by the CCC that confirms that an ME has met all applicable requirements pursuant to St. 2012, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000. An ME may be eligible for a provisional or final license.

MARIJUANA ESTABLISHMENT (ME) – a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a MMTC.

MARIJUANA CULTIVATOR – an entity licensed to cultivate, process, and package marijuana, and to deliver marijuana to other MEs but not consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator.

MARIJUANA CULTIVATION FACILITIES – facilities that a Marijuana Cultivator may be licensed to operate.

MARIJUANA PRODUCT MANUFACTURER – an entity licensed to obtain, manufacture, process, and package marijuana and Marijuana Products and to transfer marijuana and Marijuana Products to other MEs, but not consumers.

MARIJUANA PRODUCTS – products that have been manufactured and contain marijuana or an extract from marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils, and tinctures.

MARIJUANA RETAILER – an entity licensed to purchase and transport marijuana and Marijuana Products from MEs and to sell, or otherwise transfer marijuana and

Marijuana Products to other MEs and consumers. Retailers are prohibited from delivering marijuana or marijuana products to consumers; and from offering cannabis or marijuana products for the purposes of on-site social consumption on the premises of a ME.

MARIJUANA TRANSPORTER – an entity, not otherwise licensed by the CCC, that is licensed to purchase, obtain, and possess marijuana and Marijuana Products solely for the purpose of transporting, temporary storage, sale, and distribution to MEs, but not to consumers.

MEDICAL MARIJUANA TREATMENT CENTER (MMTC), also known as a REGISTERED MARIJUANA DISPENSARY – an entity that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers.

MICROBUSINESS – a collocated ME that can be either a Tier 1 Marijuana Cultivator or Product Manufacturer or both, in compliance with the operating procedures for each license. A Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other MEs.

RESEARCH FACILITY – an entity licensed to engage in research projects by the CCC.

(c) **Designated Locations for MEs and MMTCs.**

(1) Marijuana Cultivation Facilities may only be sited within the R-5 Agricultural and Residential District on parcels at least 5 acres in size.

(2) Marijuana Cultivation Facilities shall be set back at least two hundred feet (200') from front property lines, one hundred feet (100') from side property lines and one hundred fifty feet (150') from rear property lines.

(3) MMTCs and all types of ME's, except for Cultivation Facilities, may be sited in the R-4 Business and Resident District and the Adult Entertainment Overlay District.

(4) All ME's and MMTCs must be set back at least one hundred fifty feet (150') from any public or private school or licensed daycare center. Distances shall be measured by a straight line between the nearest structures of said schools or daycares and the nearest building used for marijuana purposes.

(5) Each ME or MMTC and any part of their operation, including but not limited to, cultivation, processing, packaging, and sales, shall be operated from a fixed

location. No ME or MMTC shall be permitted to operate from a moveable, mobile, or transitory location, except for Marijuana Transporters.

(d) **Designated Number of Marijuana Establishments and Medical Marijuana Treatment Centers**.

1. The total number of Marijuana Retail Establishments permitted under this Bylaw in the Town of Hinsdale shall not be greater than one (1), provided however that in no instance shall the number be fewer than twenty percent (20%) of the number of licenses issued within the Town for the retail sale of alcoholic beverages not to be consumed on the premises where sold under G.L. c. 138 Section 15. For the purposes of determining this limit and in the event that 20% of said licenses is not a whole number, any fraction shall be rounded up to the nearest whole number.

2. The total number of non-retail MEs shall not exceed five (5).

3. The total number of MMTCs shall not exceed one (1).

(e) **Special Permit Required**. No ME or MMTC shall be operated or expanded without first obtaining a Special Permit and Site Plan Review from the Town of Hinsdale Special Permit Granting Authority as set forth in Section 6-E of this Bylaw.

(1) The Special Permit Granting Authority for ME's and MMTCs shall be the Select Board.

(2) A Special Permit shall only be valid for use by the Applicant and will become null and void upon the sale or transfer of the license of an ME or MMTC or change in the location of the business.

(3) In the event that the Commonwealth's licensing authority suspends the license or registration of an ME or MMTC, the Special Permit shall be so suspended by the Town until the matter is resolved to the satisfaction of said licensing authority.

(f) **General Requirements for MEs and MMTCs.**

(1) Outside storage. No outside storage of marijuana, marijuana products, related supplies, or educational materials is permitted, except at open-air, outdoor Cultivation Facilities.

(2) Visibility of activities. All activities shall be conducted indoors, except for open-air, outdoor Cultivation Facilities or Marijuana Transporters.

(3) Paraphernalia. Devices, contrivances, instruments and paraphernalia for inhaling or otherwise consuming marijuana, including, but not limited to, rolling papers and related tools, water pipes, and vaporizers may be lawfully sold at a marijuana retailer. No retail marijuana, marijuana products, or paraphernalia shall be displayed or kept in a retail marijuana store to be visible from the outside of the licensed premises.

(4) Hours of operation. A Marijuana Retailer may not open earlier than 8:00 AM and shall close no later than 8:00 PM the same day, Monday through Saturday, and no earlier than 12:00 PM and no later than 6:00 PM on Sunday. There shall be no hourly restrictions on any other type of ME or MMTC unless imposed by the Special Permit Granting Authority as part of site plan approval.

(5) On-site consumption of marijuana. On-site consumption is prohibited on or within the premises of any ME, except for Research Facilities. No marijuana shall be smoked, eaten, or otherwise consumed or ingested in public or on the premises of a ME or MMTC unless expressly permitted under this law and permitted by state law or regulation. The prohibition on on-site consumption shall also include private social clubs or any other establishment which allows for social consumption of marijuana or marijuana products on the premises, regardless of whether the product is sold to consumers on site.

(6) Sale of alcohol. ME's and MMTCs are prohibited from selling alcoholic beverages.

(g) **Filing Requirements for MEs and MMTCS**. In addition to the requirements of Section 6-E of this Bylaw Special Permit applications must be submitted to the Town Clerk and shall include the following:

(1) A Site Plan. A site plan, that will allow the Planning Board and the Special Permit Authority to evaluate all dimensions, abutters, clearances and pertinent data directly related to the parcel to be utilized, including but not limited to, building design features, outside surface finishes, landscaping and any other data providing full disclosure of the project. In addition to the to the site plan components listed in §6-E (3) and §2-A, the definition of "site plan," the following information shall also be included:

i. The names, mailing addresses, phone numbers, email addresses, and signatures for the applicant, owner, and operator.

ii. Physical address (if one exists) and the map, lot and block number of the proposed site.
iii. Property lines of the proposed site and all those within six hundred feet (600') of the property.
iv. Elevation contour lines at two-foot vertical intervals.
v. Outlines of all existing and proposed buildings and structures on the proposed site and those within six hundred feet (600') of the proposed site.
vi. Delineation of all wetland resources and associated buffer areas, in accordance with the Massachusetts Environmental Policy Act (MEPA) guidelines and regulations.
vii. Proposed changes to the site, including grading, cut and fill, landscaping, native vegetation for screening and vegetation to be removed or altered.
viii. Engineering controls at the site and on the access road to control erosion and sedimentation both during construction and after construction as a permanent measure. Such engineering controls shall conform to the Massachusetts Department of Environmental Protection's Storm water Policy.

(2) A Security Plan. A security plan shall be submitted to ensure the safety of employees, patrons, and the public to protect the premises from theft or other criminal activity. The security plan shall be reviewed and approved by the local Police Chief, or their designee. The Security Plan shall include the following:

i. An interior floorplan (including secured areas, windows, doors, etc.)
ii. Exterior lighting
iii. Fencing (if any)
iv. Gates (if any)
v. Alarms
vi. Any other security measures as requested by the Police Chief.

(3) State License. A copy of the license or registration as an ME or MMTC from the applicable state licensing authority or documentation that demonstrates that said facility and its owner/operators qualify and are eligible to receive a license or registration in accordance with the applicable state regulations, as amended.

(h) **Discontinuance of Use**. Any marijuana operator under this Section shall be required to remove all material, plants, equipment, and other paraphernalia within thirty (30) days after the expiration or voiding of its license.

(i) **Other laws remain applicable**.

(1) Business License Required. At all times while a permit is in effect, the licensee shall possess a valid Town of Hinsdale business license.

(2) Prior to the issuance of a Special Permit, the ME or MMTC must have entered into a Host Community Agreement (HCA) with the Town. If upon review by the Special Permit Granting Authority, the ME or MMTC is found to not be fully in compliance with the HCA, the Special Permit and the local license may be suspended or rescinded.

Article 7.b. *Amend the Table of Contents by adding:*

SECTION 4A-Permitted Uses

SECTION 15 – Marijuana Establishments and Medical Marijuana Treatment Centers

4.A Permitted Uses

Article 7.c. *Amend Section 4 by adding the italicized text below.*

R-1 RESIDENTIAL
1 c The use of land or structures for the primary purpose of agriculture, horticulture or Floriculture except *for marijuana-related agriculture operations.*

R-1B RESIDENTIAL AND AGRICULTURAL
3 Any lawful agricultural use *except marijuana-related agriculture operations.*

R-4 BUSINESS AND RESIDENTIAL
2 e. Buildings used for the operation of medical or non-medical marijuana sales establishments.

R-5 AGRICULTURAL AND RESIDENTIAL
2 h. Marijuana Establishments.

Article 7.d. *Amend Section 3-8A* – **Adult Entertainment Overlay District, to Read as Follows:**

Definition of District: All properties adjacent to Bullards Crossing Road between State Route 8 (Washington Road) and the CSX railroad right of way as illustrated on the Town of Hinsdale Zoning Map dated October 2018.

Article 7.e. *Rescind Existing Section 8.a.*

Lift the Temporary Moratorium on Medical Marijuana Treatment Centers and Recreational Marijuana Retail Establishments, and adjust item 8's labeling to reflect the revision

Or take any other action thereon.

Article 8: To transact any other business that may legally come before said meeting.

Given under our hands on the 13th of November 2018.

Respectfully Submitted,

HINSDALE SELECT BOARD

Harvey Drosehn, Chair

Richard Kardasen

Vivian Mason

RETURN OF SERVICE

TOWN OF HINSDALE

BERKSHIRE COUNTY, SS:

On the 13th Day of November 2018 at _____: _____(time), I have served this warrant posting attested copies thereof at the Town Hall, and such other places as the Selectmen deem appropriate, but not less than three (3) in the Town.

651405/HINDS/0001

_____, Hinsdale Police Officer

Examiner

Name Approved

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

ARTICLE I
The exact name of the corporation is:

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.

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

The corporation may engage in lawful business and is on a vital vision to provide high quality, responsive programs and services with accountability and adequate facilities. The corporation may engage in cultivating, manufacturing and distributing agriculture and/or horticulture in accordance with MGL Chapter 180 section 4(l).

C ☐
P ☐
M ☐
R.A. ☐

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

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

One class only.

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

None.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

***If there are no provisions, state "None".*

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

ARTICLE VI

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

ARTICLE VII

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

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

53 Town Farm Road, Ipswich, MA 01938

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

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	Joseph F. McCarthy	53 Town Farm Road Ipswich MA 01938	53 Town Farm Road Ipswich MA 01938
Treasurer:	Joseph F. McCarthy	53 Town Farm Road Ipswich MA 01938	53 Town Farm Road Ipswich MA 01938
Clerk:	Joseph F. MCarthy	53 Town Farm Road Ipswich MA 01938	53 Town Farm Road Ipswich MA 01938
Directors: (or officers having the powers of *directors)*	Joseph F. McCarthy	53 Town Farm Road Ipswich MA 01938	53 Town Farm Road Ipswich MA 01938

c. The fiscal year of the corporation shall end on the last day of the month of: December

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

Joseph F. McCarthy, 53 Town Farm Road Ipswich MA 01938

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) *are clearly typed or printed* beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 9 day of July, 20 13,

x _____

_____

_____

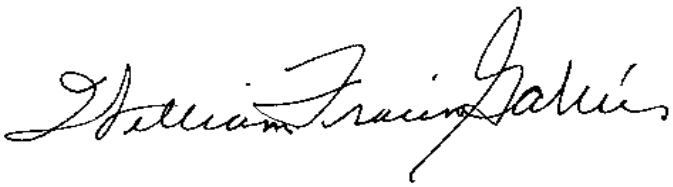
_____

***Note:** If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.*

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:

July 11, 2013 11:00 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Certificate of Change of Directors or Officers of Non-Profit Corporations
(General Laws, Chapter 180, Section 6D)

Identification Number: 001111562

I, JOSEPH F. MCCARTHY __ **Clerk** X **Assistant Clerk** ,

of IPSWICH PHARMACEUTICAL ASSOCIATES, INC.
having a principal office at: 53 TOWN FARM ROAD IPSWICH , MA 01938 USA

certify that pursuant to General Laws, Chapter 180, Section 6D, a change in the directors and/or the president, treasurer and/or clerk of said corporation has been made and that the name, residential street address, and expiration of term of the president, treasurer, clerk and each director are as follows: *(Please provide the name and residental street address of the assistant clerk if he/she is executing this certificate of change. Also, include the names of any additional officers of the corporation.)*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	JOSEPH F. MCCARTHY	53 TOWN FARM ROAD IPSWICH, MA 01938 USA	Until successors are duly elected and qualified
TREASURER	JOSEPH F. MCCARTHY	53 TOWN FARM ROAD IPSWICH, MA 01938 USA	Until successors are duly elected and qualified
CLERK	ELIZABETH MCCARTHY	53 TOWN FARM ROAD IPSWICH, MA 01938 USA	Until successors are duly elected and qualified
DIRECTOR	ELIZABETH MCCARTHY	53 TOWN FARM ROAD IPSWICH, MA 01938 USA	Until successors are duly elected and qualified
DIRECTOR	JOSEPH F. MCCARTHY	53 TOWN FARM ROAD IPSWICH, MA 01938 USA	Until successors are duly elected and qualified

SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of January, 2019,
JOSEPH F. MCCARTHY **, Signature of Applicant.**

© 2001 - 2019 Commonwealth of Massachusetts
All Rights Reserved

AMENDMENT TO THE AMENDED BYLAWS OF
IPSWICH PHARMACEUTICAL ASSOCIATES, INC.

The undersigned, being the sole Directors of Ipswich Pharmaceutical Associates, Inc., a Massachusetts non-profit corporation (the "Company"), hereby vote to amend the Company's Amended Bylaws dated as of December 8, 2015, as follows:

1. The minimum permissible number of directors of the Company at any time shall be decreased from three to two.

NAME: Joseph McCarthy

SIGNATURE: _____

Witness my hand this 23 day of April, 2019.

_____
Joseph McCarthy, Director

NAME: Elizabeth McCarthy

SIGNATURE: _____

Witness my hand this 23 day of April, 2019.

_____
Elizabeth McCarthy, Director

AMENDED BYLAWS
OF
IPSWICH PHARMACEUTICAL ASSOCIATES, INC.

Pursuant to Article VIII of Ipswich Pharmaceutical Associates, Inc. original Bylaws the following Amendments shall be made:

ARTICLE I:
OFFICES

The office of the Non-profit shall be located in the city and state designated in the Articles of Organization. The Non-profit may also maintain offices at such other places as the Board of Directors may from time to time approve for the Non-profit if required.

ARTICLE II:
BOARD OF DIRECTORS

1. The Non-profit shall be managed by its Board of Directors. Each Director shall be at least eighteen (18) years of age. The initial Board of Directors shall consist of eight (8) persons. Thereafter, the number of Directors constituting the entire Board shall not be less than (3) three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the Directors. The number of Directors may be increased or decreased by action of the Directors, provided that any action by the Board of Directors to affect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any Director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Articles of Organization of the Non-profit, and they shall hold office until the first Annual Meeting of Directors, and until their successors have been duly elected and qualified. Thereafter, Directors shall be elected to hold office until the expiration of the term for which he or she was elected, and until his or her successor has been duly elected and qualified, or until his or her prior death, resignation or removal.

3. (a) With the exception of the Founding Director, Joseph McCarthy, Directors and Officers may be removed by vote of a majority of the Board of Directors at any meeting of the Board of Directors for cause or without cause. The Founding Director, Joseph McCarthy may only be removed for cause at any special meeting of the Board called for that purpose. For the purpose of this Section, "Cause" shall mean if the Founding Director: (1) fails to qualify as a dispensary agent as determined by the Massachusetts Department of Public Health ("DPH"); (2) is found unsuitable or unqualified to sit as Director of a registered marijuana dispensary as determined by DPH pursuant to written notice to the Non-profit; or (3) engages in any negligent, reckless, or intentional action or inaction that causes substantial financial or reputational injury to the Non-profit, or jeopardizes the Non-profit's ability to receive or renew a marijuana dispensary registration, as determined in a written opinion of the Non-profit's legal counsel.

(b) A Director may resign from office at any time by delivering a written resignation to the Board of Directors. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Non-profit. Acceptance of such resignation, unless required by the terms thereof, shall not be necessary to make it effective.

4. Newly-created Directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although no less than a quorum, unless otherwise provided in the Articles of Organization of the Non-profit. Vacancies occurring by reason of the removal of Directors without cause shall be filled by a vote of the Directors. A Director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) Meetings of the Board of Directors shall be held at any place within or without the Commonwealth of Massachusetts as the Board of Directors may fix or as shall be specified in the notice, or waiver of notice thereof. An annual meeting of the Board of Directors shall be held at such time and place as shall be fixed by the Board of Directors from time to time or by the person or persons calling the meeting.

(b) No notice shall be required for annual meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by the President, or by a majority of the Directors then in office.

(c) Notice of time and place of each special meeting of the Board of Directors shall be mailed to each Director, postage prepaid, addressed to him or her at his or her residence or usual place of business, or at such other address as he or she may have designated in a written request filed with the Clerk of the Non-profit at least eight days before the day on which the meeting is to be held, provided, however that if such notice is for a special meeting requiring prompt action, such notice may be sent to him or her at such address by email or facsimile transmission or by telephone, not less than (48) forty-eight hours before the time at which such meeting is to be held. The requirement for furnishing notice of a meeting may be waived by any Director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him or to her.

6. (a) Except as otherwise stated by law, in the Articles of Organization of this Non-profit, or in these Amended Bylaws (hereinafter "Bylaws"), a majority of the Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business. At any meeting held to remove one or more Directors a quorum shall consist of a majority of the Directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the Board of Directors excluding the vacancy. A majority of the Directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except as otherwise stated by law or these Bylaws, the vote of a majority of the Directors present at the time of vote, if a quorum is present at such time, shall be the act of the Board.

(b) Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all Directors on the Board of Directors or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the Directors on the Board of Directors or committee shall be filed with the minutes of the proceedings of the Board of Directors or committee.

(c) Any one or more Directors on the Board of Directors or a committee thereof may participate in a meeting of the Board of Directors or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

7. The President of the Board of Directors, if any, shall preside at all meetings of the Board of Directors. If there is no President or if the President is absent, the Treasurer shall preside and, if there is no Treasurer or the Treasurer is absent, any other Director chosen by the Board of Directors shall preside.

8. Whenever the Board of Directors consists of more than three (3) persons, the Board of Directors may designate from its numbers an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such power as the Board of Directors may lawfully delegate.

ARTICLE III:
OFFICERS

1. The Board of Directors may elect or appoint a President, a Treasurer, a Clerk, or such other Officers as the Board of Directors may appoint as necessary. One person may hold more than one office in the Non-profit except that no one Officer may hold the offices of President and Clerk at the same time.

2. Each Officer shall hold office until the Annual Meeting of the Board of Directors and until his successor has been duly elected and qualified.

3. Any Officer may be removed with or without cause by a vote of the majority of the Board of Directors. For the purpose of this Section, "Cause" shall mean if any director: (1) fails to qualify as a dispensary agent as determined by the Massachusetts Department of Public Health ("DPH"); (2) is found unsuitable or unqualified to sit as director of a registered marijuana dispensary as determined by DPH pursuant to written notice to the Non-profit; or (3) engages in any negligent, reckless, or intentional action or inaction that causes substantial financial or reputational injury to the Non-profit, or jeopardizes the Non-profit's ability to receive or renew a marijuana dispensary registration, as determined in a written opinion of the Non-profit's legal counsel.

4. The President shall preside at all meetings of the Board of Directors.

5. (a) The President shall have general supervision of the affairs of the Non-profit, and shall keep the Board of Directors fully informed about the activities of the Non-profit. He or she shall have the power to sign alone, unless the Board of Directors shall specifically require an additional signature, in the name of the Non-profit, all contracts authorized whether generally or specifically by the Board of Directors. He or she shall perform such other duties as shall from time to time be assigned to them by the Board of Directors. In the absence or disability of the President of the Non-profit, the Treasurer shall perform all the duties of the President. The Treasurer shall perform such duties as may be prescribed by the Board of Directors from time to time.

(b) The Treasurer shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Non-profit. He or she hall have the care and custody of all of the funds and

securities of the Non-profit, and shall deposit or cause to be deposited said funds in the name and to the credit of the Non-profit in such bank accounts at such depositories as the Board of Directors may determine. He or she shall disburse funds of the Non-profit as may be ordered by the Board, taking proper vouchers for the disbursements, and shall render to the President and Directors at the annual meetings of the Board of Directors, and whenever requested by them, an account of all Treasurer transactions and of the financial condition of the Non-profit. If required by the Board of Directors, he or she shall deliver to the President of the Non-profit, and shall keep in force, a bond in form, amount and with a surety or securities satisfactory to the Board of Directors, conditioned for faithful performance of the duties of the office, and for restoration to the Non-profit in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and property of whatever kind in the possession or control of the Treasurer and belonging to the Non-profit. He or she shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Non-profit when counter-signed by the President; and sign checks, drafts, notes and orders for the payment of money that shall have been duly authorized by the Board of Directors and counter-signed by the President.

(c) The Clerk shall attend all meetings of the Board of Directors, and any executive committee, and shall preserve in the books of the Non-profit true minutes of the proceedings of all meetings. He or she shall safely keep in his or her custody the seal of the Non-profit and shall have authority to affix it to all instruments where its use is required. He or she shall give all notices required by statute, by these Bylaws, or by resolution and shall perform any other duties as may be delegated by the Board of Directors or by any executive committee.

ARTICLE IV:
BOARD OF ADVISORS

1. The Board of Directors may appoint any number of persons as advisors to the Non-profit, to act either singly or as a committee or committees. Each such advisor shall hold office at the pleasure of the Board of Directors, and shall have such authority and obligations as the Board of Directors may determine.

2. No such advisor of the Non-profit shall receive any salary, compensation, or emolument for any service rendered to the Non-profit, except that the Board of Directors may authorize reimbursement of expenditures reasonably incurred on behalf of activities for the benefit of the Non-profit.

ARTICLE V:
MISCELLANEOUS

1. The Non-profit shall keep at the principal office of the Non-profit, complete and correct records and books of account of the Non-profit, including a minute book, which shall contain a copy of the Non-profit's Proof of Legal Existence, Articles of Organization, a copy of these Bylaws and all minutes of meetings of the Boards of Directors, or any committee thereof, of the Directors, as well as a list or record containing the names and addresses of all Directors and advisors.

2. The corporate seal shall be in such form as the Board of Directors shall from prescribe.

ARTICLE VI:
CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

1. The Board of Directors is authorized to select such depositories as it shall deem proper for the funds of the Non-profit and shall determine who shall be authorized in the Non-profit's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts, and documents.

2. The funds of the Non-profit may be retained in whole or in part in cash or be invested and reinvested in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board of Directors may deem desirable.

ARTICLE VII:
INDEMNIFICATION

1. The Non-profit may, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he, his testator or intestate was at any time, a Director, Officer, or Employee of the Non-profit, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

2. The right of indemnification under this section shall be a contract right inuring to the benefit of the Directors, Officers, other persons entitled to be indemnified hereunder, and no amendment or repeal of this section shall adversely affect any right of such Director, Officer or other person existing at the time of such amendment or repeal.

3. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Director, Officer or other person entitled to indemnification hereunder. The indemnification provided hereunder may, to the extent authorized by the Non-profit, apply to the Directors, Officers, and other persons associated with constituent Non-profits that have been merged into or consolidated with the Non-profit that would have been entitled to indemnification hereunder had they served in such capacity with or at the request of the Non-profit.

4. The right of indemnification under this section shall be in addition to and not exclusive of all other rights to which such Director, Officer or other persons may be entitled. Nothing contained in this section shall affect any rights to indemnification to which Non-profit Employees or agents, other than Directors, Officers and other persons entitled to indemnification hereunder, may be entitled by contract or otherwise by law.

ARTICLE VIII:
AMENDMENTS

These Bylaws may be amended or repealed, in whole or in part, by vote of a majority of the Board of Directors then in office at any meeting of the Board of Directors.

ARTICLE IX:
DISSOLUTION

In the event of dissolution of the Non-profit, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Non-profit, dispose of all the assets of the Non-profit exclusively for the purposes of the Non-profit, as the Board of Directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

ARTICLE X:
CONFLICTS OF INTEREST

Whenever a Director or Officer has a financial or personal interest in any matter coming before the Board of Directors, the affected person shall (1) fully disclose the nature of the interest and (2) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested Directors determine that it is in the best interest of the Non-profit to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval. This article may be furthered defined in applicable policy adopted by the board or Directors.

ARTICLE XI:
PERSONAL LIABILITY

No Officer or Director of the Non-profit shall be personally liable to the Non-profit for monetary damages for or arising out of a breach of fiduciary duty as an Officer or Director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an Officer or Director to the extent that such liability is imposed by applicable law (1) for a breach of the Officer's or Director's duty of loyalty to the Non-profit or its members, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of applicable state or local law, or (3) for any transaction from which the Officer or Director derived an improper personal benefit.

ARTICLE XII:
POLICIES

The Board of Directors may adopt policies that shall be incorporated into these Bylaws. The following policies have been adopted and incorporated herein:

Appendix 1: Conflict of Interest Policy
Appendix 2: Whistleblower Policy
Appendix 3: Document Retention and Destruction Policy
Appendix 4: Compensation Setting Policy
Appendix 5: Comprehensive Information Security Policy
Appendix 6: Antitrust Policy

I, Joseph McCarthy, President of the Board Directors, attest that these Bylaws with the incorporated Appendices were adopted by Ipswich Pharmaceutical Associates, Inc. on December 8, 2015, by a duly authorized vote of the Board of Directors.

_____
Joseph McCarthy
President of the Board of Directors

APPENDIX 1:

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.
CONFLICT OF INTEREST POLICY

I. Definitions.

For purposes of this policy, the term "interest" shall include any personal connection or connection as a Director, Officer, member, stockholder, shareholder, partner, manager, trustee, beneficiary, Employee, or consultant of any concern on the part of a Director, Officer or Key Employee of Ipswich Pharmaceutical Associates, Inc. (the "Non-profit") or his or her immediate family member.

The term "concern" shall mean any Non-profit, association, trust, partnership, limited liability group, firm, person, or entity other than the Non-profit.

II. Policy.

No Director, Officer or Key Employee of the Non-profit shall be disqualified from holding any office or post in the Non-profit by reason of any interest in any concern. A Director, Officer, or Key Employee of the Non-profit shall not be disqualified from engaging—either as vendor, purchaser, or otherwise—or contracting or entering into any transaction with the Non-profit or with any entity of which the Non-profit is an affiliate, provided, however, that the following precautions are undertaken:

1. The interest of such Director, Officer, or Key Employee is fully disclosed to the Board of Directors prior to its entering into the transaction.

2. No interested Director, Officer, or Key Employee may vote or lobby (lobbying shall not include presenting to the Board of Directors or a Director about the benefits of the transaction) on the matter or be counted in determining the existence of a quorum at the meeting of the Board of Directors at which such matter is voted upon.

3. Any transaction in which a Director, Officer or Key Employee has an interest shall be duly approved by the disinterested Directors as being in the best interest of the Non-profit. The disinterested Directors shall seek and examine comparison data, showing the availability and price of alternative transactions, in making such determination.

4. Payments to the interested Director, Officer, or Key Employee shall be reasonable and shall not exceed fair market value.

5. The minutes of the meeting at which the disinterested Directors vote on the transaction shall reflect that disclosure of the potential conflict was made, that the interested Director(s) abstained from voting, the rationale for approval, and how each disinterested Director voted. The minutes shall be prepared and finalized within thirty (30) days of such meeting.

Directors, Officers and Key Employees are required to disclose interests that could give rise to conflicts at least annually.

APPENDIX 2:

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.
WHISTLEBLOWER POLICY

I. Expectation.

Ipswich Pharmaceutical Associates, Inc. (the "Non-profit") expects Directors, Officers, and Employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

II. Open Door Policy.

If any Director, Officer, or Employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another Director, Officer, or Employee, he or she is encouraged to raise such complaints, concerns, or questions with the relevant individual. With respect to Directors, the relevant individual is the President of the Board of Directors or any other Director. With respect to Officers and Employees, the relevant individual is the President of the Board of Directors, if there is one in office, and if not, any Director on the Board of Directors. In the event the Director, Officer, or Employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a Director or the President of the Board of Directors, he or she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation, or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

III. Requirement of Investigation.

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the President and/or Director shall open an investigation into the matter and pursue it to resolution. Should the President or Director find that a law, regulation, or ethics requirement has been violated, appropriate action should be taken.

IV. Confidentiality.

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

V. Protection from Retaliatory Action.

Neither the Non-profit nor its Directors, Officers, or Employees may take any negative employment or other retaliatory action against any Director, Officer, or Employee who in good faith reports a violation of a law or regulatory requirement. A Director, Officer, or Employee who retaliates against someone who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

VI. General Policy.

This general policy is not a contract and it may be rescinded or amended at any time by the Non-profit. It is not intended to and does not create any legally enforceable rights whatsoever for any Employee.

Appendix 3:

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.
DOCUMENT RETENTION AND DESTRUCTION POLICY

I. Retention Policy.

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

mass.gov/dor

Letter ID: L1830818432
Notice Date: September 5, 2018
Case ID: 0-000-579-064

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000038

IPSWICH PHARMACEUTICAL ASSOC INC
53 TOWN FARM RD
IPSWICH MA 01938-1375

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: September 05, 2018

To Whom It May Concern :

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

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.

is a domestic corporation organized on **July 11, 2013**

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

In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18090054870

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

Processed by:

Ipswich Pharmaceutical Associates, Inc. (the "Non-profit") takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Non-profit may be required to keep in the future, and may include records that the Non-profit is not required to keep.

The Non-profit may suspend the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings.

File Category	Item	Retention Period
Corporate Records	Bylaws and Articles of Organization	Permanent
	Corporate resolutions	Permanent
	Board and committee meeting agendas and minutes	Permanent
	Conflict-of-interest disclosure forms	4 years
Finance and Administration	Financial statements (audited)	7 years
	Auditor management letters	7 years
	Payroll records	7 years
	Check register and checks	7 years
	Bank deposits and statements	7 years
	Chart of accounts	7 years
	General ledgers and journals (includes bank reconciliations)	7 years
	Investment performance reports	7 years
	Equipment files and maintenance records	7 years after disposition
	Contracts and agreements	7 years after all obligations end
	Correspondence — general	3 years
Insurance Records	Policies — occurrence type	Permanent
	Policies — claims-made type	Permanent
	Accident reports	7 years
	Safety (OSHA) reports	7 years
	Claims (after settlement)	7 years
	Group disability records	7 years after end

		of benefits
Real Estate	Deeds	Permanent
	Leases (expired)	7 years after all obligations end
	Mortgages, security agreements	7 years after all obligations end
Tax	IRS Tax returns and related correspondence	Permanent
	IRS Form 1120s	7 years
	State Tax returns	7 years
Human Resources	Employee personnel files	Permanent
	Retirement plan benefits (plan descriptions, plan documents)	Permanent
	Employee handbooks	Permanent
	Workers comp claims (after settlement)	7 years
	Employee orientation and training materials	7 years after use ends
	Employment applications	3 years
	IRS Form I-9 (store separate from personnel file)	Greater of 1 year after end of service, or three years
	Withholding tax statements	7 years
	Timecards	3 years
Technology	Software licenses and support agreements	7 years after all obligations end

II. Electronic Documents and Records.

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an "archive" computer file folder. Backup and recovery methods should be tested on a regular basis.

III. Emergency Planning.

The Non-profit's records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Non-profit operating in an emergency will, if possible, be duplicated or backed up at least weekly and maintained off-site.

IV. Document Destruction.

Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding.

Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

V. Compliance.

The Non-profit will periodically review these procedures with legal counsel or the Non-profit's certified public accountant to ensure that they are in compliance with new or revised regulations.

APPENDIX 4:

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.
COMPENSATION SETTING POLICY

I. Introduction.

This policy codifies the procedures by which the Board of Directors of Ipswich Pharmaceutical Associates, Inc. (the "Non-profit") sets the compensation of Directors, Top Management Officials, Officers, and Key Employees ("executive compensation"). These procedures are designed to comply with the "safe harbor" requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

II. Policy.

The Board of Directors shall oversee the setting of executive compensation and shall (1) determine compensation of all Directors, Top Management Officials, Officers, and Key Employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis. In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience, and skill of the compensated individual may also be taken into account.

III. Guidelines.

Compensation determinations made by the Directors will be made in accordance with the following guidelines:

1. In setting and determining the reasonableness of executive compensation, the Board of Directors shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.

2. Directors involved in setting and approving executive compensation, as well as any third parties providing professional advice to the Directors in connection with setting and approving executive compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Directors shall have no conflict of interest for these purposes if they (1) will not economically benefit from the compensation arrangement, (2) are not family members of a person who will economically benefit, (3) have no material financial interest affected by the compensation arrangement, and (4) are not family members of a person who has a material financial interest affected by the compensation arrangement.

3. Timely and accurate minutes of all final actions by the Board of Directors regarding the setting and approval of executive compensation will be recorded and held with board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the Directors present during discussion, showing those who approved the arrangement, those who rejected it, and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

APPENDIX 5:

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.
COMPREHENSIVE INFORMATION SECURITY POLICY

I. Objective.

It is the objective of Ipswich Pharmaceutical Associates, Inc. ("Non-profit") in the development and implementation of this comprehensive information security program ("CISP") to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, "personal information" means an individual's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (1) Social Security number; (2) driver's license number or state-issued identification card number; or (3) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; provided, however, that "personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. Non-profit generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

II. Purpose.

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. Data Security Coordinator.

The Non-profit appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP's safeguards;
- Evaluating the ability of each of Non-profit's third party service providers to implement and maintain appropriate security measures for the personal information to which Non-profit permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in Non-profit's business practices that may implicate the security or integrity of records containing personal information; and

- Conducting an annual training session for all Directors, Officers, Employees, volunteers and independent contractors, including temporary and contract Employees who have access to personal information on the elements of the CISP.

IV. Handling Personal Information.

A. Paper Records

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with Non-profit's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible Employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When the Non-profit receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and Key until they are deposited.

Paper employment records. Paper employment records must be kept under lock and Key and accessed only by staff members responsible for employment issues and/or by the Executive Director.

B. Electronically Held Records

The Non-profit requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access that is reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. The Non-profit will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. The Non-profit shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus Protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

C. Vendors

Pursuant to 105 CMR 725.200, information held by the Corporation about dispensary agents is confidential and shall 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 Department may access this information to carry out official duties. Only upon receipt of written consent of the individual to whom the confidential information applies will the Corporation share personal and financial information with its vendors. The Corporation requires each of their vendors to send written evidence, signed by an authorized person, confirming that they follow a confidentiality plan that fully complies with 105 CMR 725.200 and 201 CMR 17.00.

V. Training

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants, and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

VI. Persons Separating from Non-profit

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

VII. Security Breach and Notification

All employees, whether full-time, part-time, seasonal, or temporary, and independent contractors, consultants, and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A "security breach" is any unauthorized acquisition or unauthorized use of unencrypted data or encrypted electronic data and the confidential process or Key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or Employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, she will (1) notify the individual whose information was compromised, and (2) notify the Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

a. A general description of the incident;

b. Identification of the personal information that may be at risk;

c. A description of Non-profit's security program;

d. A phone number to call within Non-profit for further information;

e. Suggestion of extra caution, to review account statements, and to obtain a credit report; and

f. Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

a. A detailed description of the nature and circumstances of the breach of security;

b. The number of people affected as of the time of notification;

c. The steps already taken relative to the incident;

d. Any steps intended to be taken relative to the incident subsequent to notification; and

e. Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. The Non-profit will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-

compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

Documentation. Non-profit shall document all responsive actions taken in connection with any incident involving a security breach.

VIII. Confidentiality

Notwithstanding anything to the contrary contained herein, information held by the Non-Profit about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall 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 Department may access this information to carry out official duties.

Appendix 6:

IPSWICH PHARMACEUTICAL ASSOCIATES, INC.
ANTITRUST POLICY

It is the policy of Ipswich Pharmaceutical Associates, Inc. ("the Non-profit") to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Non-profit that it and its Directors and Officers are informed about antitrust laws and recognize possible antitrust issues or questions.

It is legal for competitors within the medical use of marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Non-profit's activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, Directors, except to insure that prices are reasonable and affordable for the Non-profit's patients, and to prevent diversion for non-medical purposes, Directors, Officers, and Employees shall not discuss with competitors the following: increasing, decreasing, or stabilizing prices for medical marijuana or related products and services; and establishing market monopolies for products or services.

Furthermore, Directors, Officers, and Employees shall not engage in any actions in the context of the Non-profit's activities which appear to be anti-competitive in purpose or inconsistent with this policy.

Any questions regarding antitrust issues and the Non-profit's activities shall be directed to the President, if any, and referred to counsel if deemed necessary.

Pursuant to 105 CMR 725.100(A)(2), no Executive, Director, or any entity owned or controlled by such executive or Director may directly or indirectly control more than three RMDs.

Detailed Description of Qualifications and Intended Trainings for Agents

IPA has engaged GrowCare MA, LLC to provide professional cultivation consulting services in the form of on-site staffing. Four cultivation consultants will be onsite; they will be responsible for implementing all phases of the cultivation SOP. Additionally, IPA will hire a General Manager as an employee. The General Manager will live in Hinsdale or a neighboring community. The qualifications for the General Manager position are as follows: Experience managing commercial agriculture • Proven experience as a grower, preferably at a large scale; some management experience required • Knowledge of the entire cannabis growth cycle and requirements • Familiarity with environment protection practices with commercial agriculture • Understanding of pest and disease management techniques • Willingness to continue learning about horticulture and cannabis farming, and stay on top of current and future trends • Problem-solving aptitude • Leadership and people management skills • Ability to meet the physical demands of the job • Degree in Botany, Biology, Agriculture, Horticulture or relevant field is a plus.

IPA's mandatory training plan will prepare agents to perform job duties safely and in compliance with all applicable laws and regulations. Training will be tailored to the roles and responsibilities of the job function of each dispensary agent. Agents responsible for tracking and entering product into the Seed-to-Sale tracking system shall receive training in the form and manner prescribed by the CCC. All agents shall also successfully complete a Responsible Vendor Program within 90 days of hire. Each owner, manager and employee involved in the handling and sale of marijuana shall annually successfully complete the program. At a minimum, 8 hours of ongoing training will be required annually. All training will be documented, and records will include a signed statement of the agent indicating the date, time, and place he/she received training and the topics discussed, including the name and title of presenters. IPA shall maintain records of the Responsible Vendor Program training completion for four years.

Our standard operating procedures will set forth in greater detail our training evaluations and performance reviews.

Topics of training, depending on position and function, will include: •New agent orientation; overview of the Act for Humanitarian Use of Medical and adult-use Marijuana •Storage •Smoke, alcohol and drug free workplace •Patient, caregiver and adult-use identification •Compliance, regulation, and law •Privacy and Confidentiality •Cultivation and MIPs processing, safety, and security •Dispensary safety and security and LAA •Emergency and incident management •Inventory management and diversion prevention •Manufacturing safety and security •Waste disposal •Community, patient and adult-use interaction •Record keeping and reporting •Product handling and sanitation •Transportation •Advertising restrictions • Whistleblowing •Law enforcement interaction •Internal audits •Patients with disabilities •Dispensing limits •Packaging and labeling.

For any employee that is both an RMD agent and Marijuana Establishment Agent, he or she must receive trainings provided in both 935 CMR 500.105(2)(a) and (b), and 935 CMR 501.105(H), including privacy and confidentiality requirements for patients.

Quality Control and Testing

As a Retailer, IPA will only sell to consumers marijuana and marijuana products that have already been tested and approved for sale by an Independent Testing Laboratory as defined in 935 CMR 502.002, in accordance with the provisions of 935 CMR 500.160.

935 CMR 500.105(3)(a) – A Marijuana Establishment authorizes to process marijuana shall do so in a safe and sanitary manner. A Marijuana Establishment shall process the leaves and flowers of the female marijuana plant only, which shall be (1) well cured and generally free of seeds and stems; (2) free of dirt, sand, debris, and other foreign matter; (3) free of contamination by mold, rot, other fungus, and bacterial diseases; (4) Prepared and handled on food-grade stainless steel tables; and (5) packaged in a secure area.

935 CMR 500.105(3)(b)1 – IPA shall comply with the following sanitary requirement: any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 100 CMR 300.000.

935 CMR 500.105(3)(b)2 – IPA shall comply with the following sanitary requirement: Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall 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.

935 CMR 500.105(3)(b)3 – Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

935 CMR 500.105(3)(b)4 – There shall be sufficient space for placement of equipment and storage materials as is necessary for the maintenance of sanitary operations.

935 CMR 500.105(3)(b)5 – Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12) set forth below.

935 CMR 500.105(3)(b)6 – Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

935 CMR 500.105(3)(b)9 – All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized with a cleaning agent registered by the US EPA, in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

935 CMR 500.105(3)(b)10 – All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.

935 CMR 500.105(3)(b)11 – A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable and adequate supply of

water to meet the Marijuana Establishment's needs.

935 CMR 500.105(3)(b)12 – Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines.

935 CMR 500.105(3)(b)13 – A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

935 CMR 500.105(3)(b)15 – Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical and microbial contamination as well as against deterioration of finished products or their containers.

935 CMR 500.105(3)(c) – All edible products shall be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

935 CMR 500.160(2) – IPA shall have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Such policy shall include notifying the CCC within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification shall be from IPA and the Independent Testing Laboratory, separately and directly. IPA's notification shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Record Keeping Procedures

IPA's standard operating procedures ensure its records are accurate. We will keep seed-to-sale tracking records for all marijuana and MIPs. IPA will immediately notify law enforcement, and the CCC within 24 hours, after discovering any loss or unauthorized alteration of records. The records shall be maintained in accordance with generally accepted accounting principles. In the event IPA closes, all records will be retained for at least two years at IPA's expense, in a form and location acceptable to the CCC. The standard operating procedures governing record-keeping will be finalized with the assistance of American Cannabis Company, which IPA has retained to provide consulting services.

Records that will be maintained and made available to CCC for inspection include, but are not limited to:

- Written operating procedures
- Inventory records
- Personnel records, including the job and volunteer-position descriptions and an organization chart
- A personnel record for each Marijuana Agent, which shall be maintained for 12 months following such Agent's termination and shall include: all materials submitted to the CCC; documentation of verification of references; employment contract or specific job description that includes duties, supervision, qualifications; documentation of all required training, including privacy and confidentiality training, including signed statements by trainees; record of disciplinary action; and a notice of completed responsible vendor and eight-hour related training.
- Staffing plan demonstrating accessible business hours and safe operation
- Personnel policies and procedures
- CORI reports (properly obtained and kept separate from general personnel records)
- Business records, including manual or computerized records of the following: assets and liabilities; monetary transactions; account books, journals, ledgers and supporting documents, agreements, checks, invoices, and vouchers; sales records, including quantity, form and cost; salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, and any bonus, benefit or item of value paid to anyone affiliated with IPA
- Waste disposal records
- Transportation
- Security
- Incident reports
- CCC correspondence
- Recalls and Complaints
- Most recent third-party financial audit

Restricting Access to Age 21 and Older

IPA will restrict access to its proposed recreational cultivation establishment to individuals aged 21 and over by only employing individuals aged 21 and over, and by utilizing security measures to keep out intruders per IPA's security plan. Only employees will be able to access the cultivation establishment due to its remote location in Berkshire county, in the town of Hinsdale, MA, population 2,032 as of the 2010 census. Specifically, the proposed cultivation establishment is located off a dirt road in an area of undeveloped land; it is so remote that it does not have a street address. As such, only employees will know the location of the establishment. Furthermore, IPA will maintain a security fence and security cameras as further detailed in its security plan to keep out intruders.

Ipswich Pharmaceutical Associates, Inc. Adult-Use Retail Establishment Operating Policies and Procedures

Dispensing Procedures

IPA's standard operating procedures will be compliant with CCC requirements including strict identification protocols and purchase limitations. IPA will not dispense or transfer marijuana to a person other than a qualified patient aged 18 or over, a caregiver, or an adult-use customer age 21 or older. IPA's retail store will sell marijuana, MIPs, and products that facilitate consumption of marijuana (i.e. vaporizers) for medical or adult-use purposes. IPA will not display more than one sample of each product.

IPA will refuse to dispense to an adult-use customer if it is deemed a safety risk exists. Consumption of marijuana on the premises is prohibited. No samples will be given. All sales will be recorded and kept for at least two years after termination of operations. Sales records include, but are not limited to, buyer name, quantity, form, cost, and agent name. Cash only for sales.

935 CMR 500.140(4) – IPA shall not sell more than one ounce of marijuana or five grams of marijuana concentrate to a consumer per transaction.

935 CMR 500.140(5)(c) – IPA shall not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.

935 CMR 500.140(5)(d) – IPA is prohibited from selling marijuana products containing nicotine.

935 CMR 500.140(5)(e) – IPA is prohibited from selling marijuana products containing alcohol, if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.

935 CMR 500.140(6)(a) – IPA shall only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.

935 CMR 500.140(6)(b) – IPA may utilize a sales recording module approved by the DOR.

935 CMR 500.140(6)(c) – IPA is prohibited from utilizing software or other methods to manipulate or alter sales data.

935 CMR 500.140(6)(d) – IPA shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. IPA shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If IPA determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. it shall immediately disclose the information to the Commission;

2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

3. take such other action directed by the Commission to comply with 935 CMR 500.105.

935 CMR 500.140(6)(f) – IPA shall adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

935 CMR 500.140(6)(g) – The Commission and the DOR may audit and examine the point-of-sale system

used by IPA in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

935 CMR 500.140(6)(h) – IPA shall maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

935 CMR 500.140(7) – IPA shall provide for physical separation between medical and adult-use sales areas. Separation may be provided by a temporary or semi-permanent physical barrier, such as a stanchion, that, in the opinion of the Commission, adequately separates sales areas of marijuana products for medical use from sales areas of marijuana products for adult use. IPA shall provide for separate lines for sales of marijuana products for medical use from marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card may use either line and shall not be limited only to the medical use line. A retailer shall additionally provide an area that is separate from the sales floor to allow for confidential consultation.

935 CMR 500.140(8) – IPA shall make available educational materials about marijuana products to consumers. A retailer must have an adequate supply of current educational material available for distribution. Educational materials must be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually- and hearing-impaired. Such materials shall be made available for inspection by the Commission upon request. The Commission will establish fines or other civil penalties for a Marijuana Establishment's failure to provide these materials. The educational material must include at least the following:

(a) A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;

(b) A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;

(c) Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;

(d) Materials offered to consumers to enable them to track the strains used and their associated effects;

(e) Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;

(f) A discussion of tolerance, dependence, and withdrawal;

(g) Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;

(h) A statement that consumers may not sell marijuana to any other individual; and

(i) Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and

(j) Any other information required by the Commission.

Diversity Plan

I. Overview

As a veteran-owned and woman-owned business, Ipswich Pharmaceutical Associates Inc. ("IPA") is committed to advancing equity among minorities, women, veterans, people with disabilities, and individuals who identify as LGBTQ+ ("Equity Recruits") in the adult-use cannabis industry in Massachusetts through its diversity plan. The specific goals of IPA's diversity plan are twofold: (i) to hire Equity Recruits to fill at least thirty percent (30%) of the job openings at its Rowley retail location and to provide the Equity Recruits with the tools to ensure their success and (ii) to hire a workforce for its cultivation facility in Hinsdale that is equally if not more diverse than the average demographics in Berkshire County and to provide the Equity Recruits with the tools to ensure their success.

In service thereof, IPA has adopted the following three programs: 1) advertising employment opportunities with local career centers, 2) establishing relationships with specific organizations for the purpose of networking with their constituencies for employment purposes and providing information on employment opportunities, and 3) providing cultural training on cultural sensitivity and recognizing unconscious bias at least two (2) times per year.

IPA will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken or programs instituted by IPA will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The specifically named organizations in this letter have been contacted and will work with IPA in furthering its goals.

II. Programs

A. Advertising Employment Opportunities with Career Centers

IPA plans to advertise its open positions with local career centers by posting job openings on their respective websites. Those centers include the Merrimack Valley Career Center in Haverhill, the North Shore Career Center in Lynn and the MassHire Berkshire Career Center. Additionally, IPA will post its job openings on the career center websites of Northern Essex Community College located in Lawrence, North Shore Community College located in Danvers, and Berkshire Community College located in Pittsfield. All job postings will include the statement that

any applicants who are minorities, women, veterans, people with disabilities, or individuals who identify as LGBTQ+ will be given special consideration in the hiring process. They will be monitored daily, and responses to them will be reviewed on a daily basis by the hiring managers. All resumes received will be kept on file for two years.

B. Establishing Relationships with Specific Organizations That Are Diversity-Focused

As a disabled American veteran, the CEO is a member of and has developed relationships with the local chapters of many veterans organizations, including AMVETS (also known as American Veterans), one of the most inclusive Congressionally-chartered veterans service organization open to representing the interests of 20 million veterans and their families, the American Legion, and the Veterans of Foreign Wars organization. The CEO has contacted these organizations and they have agreed to work with IPA in furthering its goals. IPA will leverage this relationship by networking with these organizations' constituencies for employment purposes and to provide information on employment opportunities.

C. Providing Equity Recruits with the Tools for Success

In addition to specifically targeting Equity Recruits for hiring, IPA will also provide the following tools to ensure their success: (1) weekly mentorship meetings with management and (2) at the Rowley location, structured, bi-monthly management training seminars. Equity Recruits will have weekly one-on-one mentorship meetings with the Rowley Store Manager or the Hinsdale Cultivation Facility General Manager as appropriate. These meetings are intended to provide a forum for the employee to discuss his or her personal development goals directly with management and to come up with strategies to meet those goals. Additionally, employees will be encouraged to share any challenges that they are facing in their employment with the intention that management will provide guidance on how to resolve the conflict or, if appropriate, will address the matter directly with the appropriate individuals. Additionally, these meetings will present an opportunity for Equity Recruits to share their ideas about how to improve IPA privately and directly with management.

IPA will also hold mandatory bi-monthly management training seminars to be conducted by the Rowley Store Manager. All retail employees will be required to attend. These seminars will focus on developing leadership skills, conflict resolution skills and empathy towards fellow co-workers and customers/patients. During these seminars, employees will be encouraged to shares ideas and experiences that will help the company improve and grow.

D. Providing Cultural Training on Cultural Sensitivity and Recognizing Unconscious Bias

At least twice per year, IPA will conduct cultural training on cultural sensitivity and recognizing unconscious bias at both its Rowley location and its Hinsdale location. This training will ensure that all employees understand what IPA (and the law) considers appropriate and inappropriate behavior towards people based on their race, ethnicity, age, religion, disability or gender identity or sexual orientation. In addition to the list of characteristics that are protected against discrimination and harassment, this training will also explore the types of inclusive actions that can improve teamwork and motivation. This training will help employees understand the nuances of cross-culture communication, and the importance of words, actions, gestures and body language in cultivating relationships with different people and groups. This training should stimulate ongoing conversations among co-workers about how to deal with bias and insensitive remarks and behavior. It will also encourage employees to speak up, ask questions, raise concerns and report incidents of discrimination they experience or observe

E. Evaluation of Program Success

In order for Programs A-D to be considered successful, at the end of IPA's fiscal year (December 31), the following metrics must be met: (i) at least 30% of employees hired at the Rowley store must have been Equity Recruits, (ii) the entire workforce hired for IPA's cultivation facility in Hinsdale must be equally if not more diverse than the average demographics in Berkshire County, (iii) every Equity Recruit has received weekly mentorship meetings for each week that the employee is in attendance and (iv) bi-monthly management training seminars were held at the Rowley location. On a bi-monthly basis, IPA's Rowley Store Manager and Hinsdale Cultivation Facility General Manager will review the number of hires made, meetings conducted and training seminars performed to ensure that IPA is on track to meet its goals as well as to adjust hiring priorities accordingly.

In order for Program E to be successful, IPA's Store Manager and Cultivation Facility General Manager are responsible for ensuring that two (2) cultural sensitivity trainings are conducted per year. In the event that IPA conducts only one sensitivity training in fiscal year 2019, IPA will need to hold the second cultural sensitivity training prior to license renewal in 2020.

Maintenance of Financial Records

Ipswich Pharmaceutical Associates, Inc. has retained the Denver-based cannabis consulting firm American Cannabis Company to spearhead the opening of its retail Marijuana Establishment. In this capacity, American Cannabis Company work with IPA to establish processes for the proper maintenance of financial records. Further, IPA will use the software THSuite to generate and maintain financial records. THSuite has the capability to track all accounting and compliance records. With the use of customized reporting, IPA will be able to generate and maintain financial records for both the medical and adult-use businesses American Cannabis Company will also be responsible for the initial installation and set-up of the software.

935 CMR 500.140(6)(c) – IPA is prohibited from utilizing software or other methods to manipulate or alter sales data.

935 CMR 500.140(6)(d) – IPA shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. IPA shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If IPA determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. it shall immediately disclose the information to the Commission;

2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

3. take such other action directed by the Commission to comply with 935 CMR 500.105.

935 CMR 500.140(6)(e) – IPA shall comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

935 CMR 500.140(6)(f) – IPA shall adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

935 CMR 500.140(6)(h) – As a retailer that is co-located with a medical marijuana treatment center, IPA shall maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Personnel Policies Including Background Checks

IPA's personnel policies will create a safe, sanitary, and compliant workplace for employees. IPA is an equal opportunity employer dedicated to professional development and generous employee compensation and benefits. Local recruiting will be a priority.

IPA will apply for agent registrations for employees, managers, executives, board members and directors. Thirty days' prior to submitting such applications, IPA will obtain a CORI report on each applicant. IPA will use the information in the CORI report to complete the background check information for criminal actions for each applicant. New CORI reports shall be obtained prior to the one-year anniversary of the last report obtained.

IPA will have policies for employee security, emergency procedures (including a disaster plan) and the maintenance of a smoke, alcohol and drug-free workplace. Training will be tailored to each job function and required prior to performing a job. A minimum of eight hours of ongoing staff training shall be required annually.

IPA will immediately dismiss a marijuana establishment agent who has diverted marijuana or engaged in unsafe practices. Such activities will be reported to law enforcement and the CCC. Personnel records will be kept for at least twelve months following termination of an employee. The CCC will be notified no later than one business day after an agent ceases to be associated with IPA.

Additional Personnel Policies address:

• Personnel security • Appropriate workplace conduct • Non-discrimination • Non-disclosure and confidentiality of company information • Anti-Harassment • Compliance with ADA, FMLA, ERISA, COBRA

Separating Medical from Recreational Operations

Initially, IPA will differentiate medical from recreational clones using color-coded rubber bands. Once the clones reach a height of eight inches, IPA will tag each plant with a unique RFID generated by Metrc. Medical clones will be grouped together, and recreational clones will be grouped together. All clones will be separated by strain. During the outdoor growing season, the medical plants and the recreational plants will be grown in different areas of the property. During the colder months, IPA intends to cultivate inside of a weatherized greenhouse, in which the medical plants will be physically separated from the recreational plants.

Medical and recreational harvested marijuana will be stored in physically separate areas and clearly labeled to include the corresponding RFID tag from Metrc. IPA has retained the Denver-based cannabis consulting firm American Cannabis Company to install Metrc and ensure that it is functioning properly in addition to providing training to IPA's owners and employees on its proper use.

Plan to Positively Affect Areas of Disproportionate Impact

A. Overview

Ipswich Pharmaceutical Associates Inc. ("IPA") is committed to having a positive impact on areas of disproportionate impact identified by the Commission. The specific goals of IPA's positive impact plan are to promote sustainable, socially and economically reparative practices in the cannabis industry and to provide business assets towards an endeavor in a geographical location designated as a disproportionately impacted area that will have a positive impact on the members of that community. In service thereof, IPA has adopted the following programs: 1) hosting a job fair once a year in Haverhill and Pittsfield, 2) donating $5,000 to 24 Hr. Power, Inc., a charitable organization that provides services to Massachusetts residents recovering from opioid addition and their families, a population that includes many Massachusetts residents with drug convictions as well as Massachusetts residents with parents or spouses who have drug convictions and 3) co-hosting an annual Silent Auction Night with 24 Hr. Power, Inc. to raise funds to provide art supplies and transportation for participants in its programs.

IPA will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken or programs instituted by IPA will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

B. Programs

I. Host a Job Fair Once a Year in Pittsfield and Haverhill

IPA will host a job fair once a year in the disproportionately impacted communities of Pittsfield and Haverhill to recruit residents for job openings and to raise awareness and provide

general information about opportunities available in the cannabis industry. IPA will advertise for its job fairs through local newspapers, local career centers and local colleges in each of those communities. At the job fairs, the hiring managers will be present to meet potential candidates and answer questions about the Company and the industry in general.

II. Donating to a Charity Dedicated to Supporting Massachusetts Residents Recovering from Opioid Addition and their Families

IPA will have a positive impact on the disproportionately impacted groups comprised of Massachusetts residents who have past drug conviction as well as Massachusetts residents with parents and spouses who have drug convictions by donating funds to 24 Hr. Power, Inc., a non-profit agency whose mission is to provide a supportive community to individuals recovering from opioid addiction and their families and to promote recovery through artistic expression. 24 Hr. Power, Inc. offers several programs, including its flagship Recovery GraffitiFest events that involve group painting activities, as well as opioid vigils to help memorialize loved ones lost to addition. Additionally, many monthly Recovery Graffiti program volunteers are re-entering society after being incarcerated; the program helps them stay involved in a positive and supportive community. As evidence of this relationship, IPA has attached as Exhibit A hereto a letter from the founder 24 Hr. Power, Inc., stating that her organization will accept a donation from IPA.

III. Co-Hosting an Annual Silent Auction with a Charity Dedicated to Supporting Massachusetts Residents Recovering from Opioid Addition and their Families

IPA will have a positive impact on the disproportionately impacted groups comprised of Massachusetts residents who have past drug conviction as well as Massachusetts residents with parents and spouses who have drug convictions by co-hosting an annual Silent Auction Night with the non-profit 24 Hr. Power, Inc. during the last quarter of 2019. The mission of 24 Hr. Power is to

provide a supportive community to individuals recovering from opioid addiction and their families and to promote recovery through artistic expression. At the silent auction venue, the art work created by the programs' participants will be displayed. Tickets will be sold in advance and at the door. There will also be food sold. There will be a 50/50 raffle and 24 Hr. Power, Inc. will accept bids on donated services. Gunpowder and Lead, a popular cover band from the south shore, has agreed to perform for free at the auction night. All proceeds from the night will go towards purchasing supplies for the programs' participants and providing transportation for the participants to and from the non-profit's programs.

C. Evaluation of Program Success

For Program I to be considered successful, the job fair to be held Pittsfield and the one to be held in Haverhill must be advertised through at least two local newspapers, two local career centers and all local colleges, and at least thirty people must attend each job fair.

For Program II, success will be measured on an annual basis according to the company's fiscal year by data generated by IPA's Retail Store Manager Elizabeth McCarthy indicating the amount of funds donated. For the program to be considered successful, IPA must have donated $5,000 to 24 Hr. Power, Inc. no later than the last day of the December 2019.

For Program III, success will be measured on an annual basis according to the company's fiscal year by data generated by IPA's Retail Store Manager Elizabeth McCarthy indicating the amount of funds raised for donation. For the program to be considered successful, the auction night must raise at least $1,000 through a combination of ticket sales, raffle ticket sales, food sales and the silent auction items.

EXHIBIT A

24 Hr Power, Inc.
RECOVERY GRAFFITI

To Whom It May Concern

My name is Susan Lordi; I am the Founder and President of the 501 non-profit public charity 24 Hr. Power, Inc. I am writing this letter to confirm that my organization has agreed to accept a donation from Ipswich Pharmaceutical Associates, Inc..

To provide some background about myself: I am a grateful recovering addict/alcoholic who recently celebrated 25 years of consecutive sobriety - but it wasn't always that way. I spent 10 long years bouncing in and out of detoxes, treatment centers… I would clean up for a spell, invariably become angry, depressed when I realized there was just no fun or joy in my life. I did NOT get sober to be miserable. I realized I had to find a way to have fun to get me through tough times.

I chose graffiti because graffiti gets a bad rap, as do so many recovering addicts/alcoholics. If you were to do a search right now on Google, you'd find a million ways to remove graffiti, but not one headline about art scholarships available to talented graffiti artists (but they do exist!).

Recovery Graffiti turns negative into positive. Recovering addicts engaged in healthy sobriety achieve the same.

We lose 5 people every single day to Opioid-related deaths in Massachusetts. This is an all-out war and we are NOT winning. We need to step up to meet the forces killing our kids right now. This requires meeting these kids where they're at…right NOW. Recovery Graffiti accomplishes that…and more.

Addiction is a family disease, a community disease. Recovery Graffiti offers hope to all affected. Recovery GraffitiFest events include the entire family…not just the addict in recovery.

Children share huge canvases with other kids, making new friends who share similar experiences in a relaxed, fun atmosphere. Mom and/or Dad paint with other like-minded adults in recovery. Everyone is making new supports, new friends. Recovery does not happen alone. It takes a village, and Recovery Graffiti provides that village. Besides our flagship Recovery GraffitiFest, 24 Hr. Power, Inc. offers so many more creative healing events:

Recovery Graffiti canvases at Opioid Vigils to help memorialize loved ones lost to addiction.

Pay it Forward Recovery Graffiti Community Activities provide hope and comfort to our brothers and sisters on the streets, in nursing homes suffering from Traumatic Brain Injuries due to Narcan failures, strokes from overdoses, etc.

Recovery Graffiti volunteers include many re-entering our communities from incarceration. These men are eager to give back to the community with us and volunteer every month with 24 Hr. Power, Inc.

This is a Recovery Movement that I am extremely proud of. All of these events are FREE to those in recovery. We never want to turn away someone who truly needs this.

Elizabeth McCarthy, spouse and partner to Joseph McCarthy (CEO of Ipswich Pharmaceutical Associates, Inc.) has been my best friend since I was 19 years old, a freshman at Emerson College in Boston, MA. Liz has seen me through the good, the bad, the frightening times of my active addiction, and has also been there to celebrate my achievements in sobriety.

I have lost a cousin to complications from Crohn's disease. He suffered terribly for too many years. He begged me on numerous occasions to find him marijuana, as that was the ONLY thing that did not make him violently ill. Marijuana took away a measure of chronic pain he endured for years and years before he finally succumbed to these health issues.

I have another close friend in recovery from major trauma issues who relies on Cannabis to keep her level VS heavy psychotropic drugs she previously used for years which made her even more mentally unstable. She has found a small dose of cannabis keeps her demons at bay, without heavy side effects. I am not one to judge. I believe whatever works to keep people alive that have a history of opioid abuse in particular, they need to chase whatever will bring them relief.

Recovery Graffiti has caught on so fast! Within the past 9 months, we've produced more than 30 events! With the warm weather coming, there will be so many more! We are as "in the trenches" as you get. I extend a warm invitation for you to attend any of the 3 events (minimum) we currently hold every single month. I am confident you will see the incredible difference a little spray paint and acrylics is doing to keep many engaged in healthy sobriety right NOW.

Sincerely,

Susan Lordi
Founder & President
24 Hr. Power, Inc.
(781) 789 2724
www.24HrPower.com

24 Hr Power, Inc.
RECOVERY GRAFFITI

24 Hr Power, Inc.
RECOVERY GRAFFITI

To Whom It May Concern

My name is Susan Lordi; I am the Founder and President of the 501 non-profit public charity 24 Hr. Power, Inc. I am writing this letter to confirm that my organization has agreed to accept a donation from Ipswich Pharmaceutical Associates, Inc.

To provide some background about myself: I am a grateful recovering addict/alcoholic who recently celebrated 25 years of consecutive sobriety - but it wasn't always that way. I spent 10 long years bouncing in and out of detoxes, treatment centers… I would clean up for a spell, invariably become angry, depressed when I realized there was just no fun or joy in my life. I did NOT get sober to be miserable. I realized I had to find a way to have fun to get me through tough times.

I chose graffiti because graffiti gets a bad rap, as do so many recovering addicts/alcoholics. If you were to do a search right now on Google, you'd find a million ways to remove graffiti, but not one headline about art scholarships available to talented graffiti artists (but they do exist!).

Recovery Graffiti turns negative into positive. Recovering addicts engaged in healthy sobriety achieve the same.

We lose 5 people every single day to Opioid-related deaths in Massachusetts. This is an all-out war and we are NOT winning. We need to step up to meet the forces killing our kids right now. This requires meeting these kids where they're at…right NOW. Recovery Graffiti accomplishes that…and more.

Addiction is a family disease, a community disease. Recovery Graffiti offers hope to all affected. Recovery GraffitiFest events include the entire family…not just the addict in recovery.

Children share huge canvases with other kids, making new friends who share similar experiences in a relaxed, fun atmosphere. Mom and/or Dad paint with other like-minded adults in recovery. Everyone is making new supports, new friends. Recovery does not happen alone. It takes a village, and Recovery Graffiti provides that village. Besides our flagship Recovery GraffitiFest, 24 Hr. Power, Inc. offers so many more creative healing events:

Recovery Graffiti canvases at Opioid Vigils to help memorialize loved ones lost to addiction.

Pay it Forward Recovery Graffiti Community Activities provide hope and comfort to our brothers and sisters on the streets, in nursing homes suffering from Traumatic Brain Injuries due to Narcan failures, strokes from overdoses, etc.

Recovery Graffiti volunteers include many re-entering our communities from incarceration. These men are eager to give back to the community with us and volunteer every month with 24 Hr. Power, Inc.

This is a Recovery Movement that I am extremely proud of. All of these events are FREE to those in recovery. We never want to turn away someone who truly needs this.

Elizabeth McCarthy, spouse and partner to Joseph McCarthy (CEO of Ipswich Pharmaceutical Associates, Inc.) has been my best friend since I was 19 years old, a freshman at Emerson College in Boston, MA. Liz has seen me through the good, the bad, the frightening times of my active addiction, and has also been there to celebrate my achievements in sobriety.

I have lost a cousin to complications from Crohn's disease. He suffered terribly for too many years. He begged me on numerous occasions to find him marijuana, as that was the ONLY thing that did not make him violently ill. Marijuana took away a measure of chronic pain he endured for years and years before he finally succumbed to these health issues.

I have another close friend in recovery from major trauma issues who relies on Cannabis to keep her level VS heavy psychotropic drugs she previously used for years which made her even more mentally unstable. She has found a small dose of cannabis keeps her demons at bay, without heavy side effects. I am not one to judge. I believe whatever works to keep people alive that have a history of opioid abuse in particular, they need to chase whatever will bring them relief.

Recovery Graffiti has caught on so fast! Within the past 9 months, we've produced more than 30 events! With the warm weather coming, there will be so many more! We are as "in the trenches" as you get. I extend a warm invitation for you to attend any of the 3 events (minimum) we currently hold every single month. I am confident you will see the incredible difference a little spray paint and acrylics is doing to keep many engaged in healthy sobriety right NOW.

Sincerely,

Susan E. Lordi
Founder & President
24 Hr. Power, Inc.
(781) 789 2724
www.24HrPower.com