



# Massachusetts Cannabis Control Commission

## Public Record Request

### Marijuana Cultivator

#### General Information:

License Number: MC281406  
Original Issued Date: 01/21/2020  
Issued Date: 01/21/2020  
Expiration Date: 01/21/2021

Payment Received: \$625      Payment Required: \$625

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Wiseacre Farm Inc.      Federal Tax Identification Number EIN/TIN: [REDACTED]  
Phone Number: 413-274-6243      Email Address: jon@goldenbough.net  
Business Address 1: 276 Great Barrington Road      Business Address 2:  
Business City: West Stockbridge      Business State: MA      Business Zip Code: 01266  
Mailing Address 1: P.O. Box 808      Mailing Address 2:  
Mailing City: Housatonic      Mailing State: MA      Mailing Zip Code: 01236

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no  
Priority Applicant Type: Not a Priority Applicant  
Economic Empowerment Applicant Certification Number:  
RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:  
Department of Public Health RMD Registration Number:  
Operational and Registration Status:  
To your knowledge, is the existing RMD certificate of registration in good standing?:  
If no, describe the circumstances below:

#### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Executive / Officer

Other Role:

First Name: Jon

Middle Name:

Last Name: Piasecki Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Jon

Middle Name:

Last Name: Piasecki

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$11000

Percentage of Initial Capital: 100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 276 Great Barrington Road

Establishment Address 2:

Establishment City: West Stockbridge

Establishment Zip Code: 01266

Approximate square footage of the Establishment: 5000

How many abutters does this property have?: 11

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment: Outdoor

#### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Outdoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Wiseacre Farm Plan to Remain Compliant with Zoning.pdf	pdf	5c8fc1e83d84de123a6143ff	03/18/2019

Community Outreach Meeting Documentation	Community Outreach Meeting Notification Documents.pdf	pdf	5c904fbf293a5312448ec572	03/18/2019
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5c904ff12724e81b5255e889	03/18/2019

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	Wiseacre Farm Plan for Positive Impact_V2.0.pdf	pdf	5d9e8d76d471f115eb59abd2	10/09/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer      Other Role: cultivator

First Name: Jon      Middle Name:      Last Name: Piasecki      Suffix:

RMD Association: RMD Owner

Background Question: yes

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	5c65c0539ff0081b48219309	02/14/2019
Secretary of Commonwealth - Certificate of Good Standing	Wiseacre Farm, Inc. Cert of Good Standing SOS.pdf	pdf	5c8d54e75d4b0b1b3ebc3008	03/16/2019
Department of Revenue - Certificate of Good standing	DOR COGS.pdf	pdf	5c8d54f59ff0081b4821d42b	03/16/2019
Bylaws	Wiseacre Farm Inc. Bylaws(1).pdf	pdf	5d9776a579b12e15e03d9ccf	10/04/2019

No documents uploaded

Massachusetts Business Identification Number: 001366213

Doing-Business-As Name: Wiseacre Farm

DBA Registration City: West Stockbridge

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan For Liability Insurance.pdf	pdf	5c8fd13d3779161b2a876581	03/18/2019
Proposed Timeline	Wiseacre Farm Proposed Timeline_V2.0.pdf	pdf	5d9e8eed8d8d0715f667570a	10/09/2019
Business Plan	Business Plan_V2.0.pdf	pdf	5d9e8f2ca489aa1afc401ed1	10/09/2019

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	WiseacreFarm Personnel Policies Including Background Checks.pdf	pdf	5c8fd4135fd63c1b24eb849a	03/18/2019
Inventory procedures	Wiseacre Farm Policy for Inventory.pdf	pdf	5c8fd425635d511b34752e6a	03/18/2019
Dispensing procedures	Wiseacre Farm Policy for Dispensing.pdf	pdf	5c8fd439d7a931124ee0637f	03/18/2019
Maintaining of financial records	Wiseacre Farm Maintaining of Financial Records Policy and Procedure.pdf	pdf	5c8fd4521e71bd126232e609	03/18/2019
Qualifications and training	Wiseacre Farm Qualifications and Training Policy and Procedure.pdf	pdf	5c8fd46dedbb73122a619ca1	03/18/2019
Transportation of marijuana	Wiseacre Farm Policy for the Transportation of Marijuana.pdf	pdf	5c8fd47e3779161b2a876591	03/18/2019
Separating recreational from medical operations, if applicable	Wiseacre Farm Policy for Separating Recreational from Medical Operations.pdf	pdf	5c8fd490635d511b34752e6e	03/18/2019
Restricting Access to age 21 and older	Wiseacre Farm Policy for Limiting Access to Age 21 and Older.pdf	pdf	5c8fd4a25d4b0b1b3ebc331e	03/18/2019
Policies and Procedures for cultivating.	Wiseacre Farm Cultivation SOP-1.pdf	pdf	5c8fd4bc3183181258e1e086	03/18/2019
Security plan	Wiseacre Farm Security System Plan.pdf	pdf	5c8fd4cb1e71bd126232e60d	03/18/2019
Prevention of diversion	Wiseacre Farm Prevention of Diversion-1.pdf	pdf	5c8fe3fd27a931124ee063a8	03/18/2019
Record Keeping procedures	Wiseacre Farm Record Keeping Procedure.pdf	pdf	5c8fe405eadf341230f6ab70	03/18/2019
Quality control and testing	Wiseacre Farm Policy for Quality Control and Product Testing.pdf	pdf	5c8fe4133d84de123a61445b	03/18/2019
Storage of marijuana	Wiseacre Farm Policy Storage Policy.pdf	pdf	5c8fe42a635d511b34752e98	03/18/2019
Diversity plan	Wiseacre Farm Diversity Plan_V2.1.pdf	pdf	5e0f778cfe65bd5750702e9b	01/03/2020

## 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

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

## **Executive Summary:**

Legalized recreational cannabis is a completely new industry in MA.. In these initial stages of development there is a great deal of room for experimentation to find a niche in the rapidly growing market. My strategy is to provide carefully raised cannabis, outdoors, from a strain I have developed called Golden Bough that is tailored for New England climatic conditions. The differentiating feature of my cannabis is that my farm is small, by design, so that I might tend and care for the plants so as to achieve the highest quality flower at harvest. I will then personally dry, trim and cure my cannabis with the help of one employee who will have my direct oversight.

The legalized cannabis industry has followed a trend of massively increased production, generally indoors. My business will be an outlier in opposition to this trend. My outdoor grown, hand produced cannabis tastes better and provides a pleasurable euphoric experience free of chemical additives from a plant produced under the sun and grown in actual soil buffeted by the fresh breeze of our clean Berkshire County air. My customer base will be the cannabis user who values such things.

All of the cannabis I can grow this year is already sold in a wholesale manner to Canna Provisions, a CCC licensed retailer.

The marketing idea is to sell my cannabis strain, Golden Bough, with my story which is the story of my successful landscape architecture business of the same name. The plan is to associate me and my accomplishments and my fanaticism for quality with my cannabis and to sell my cannabis by selling my story. My strain and my brand will be linked with the intention of capturing repeated interest as a result of the consistently highest quality experience provided.

Most competition will be growing already recognized strains in a mass production manner. My cannabis flowers will always be carefully grown, hand tended and processed by me to my exacting specifications.

No start up financing is required for this business as it is so small. With my first year's production already sold my financial success is dependent only on receiving my cultivation license by May 1 to allow for a full cultivation cycle.

## **Industry Overview:**

Cannabis is a new and developing business in Massachusetts. Trends in other states with legalization show a drop in price of product as more large scale producers come on-line. But small scale artisanal operations do persist, particularly those with early exposure and brand identification. I am attempting to fill part of this small scale artisanal niche in our state, where cultivation outdoors is quite demanding and driven by high levels of horticultural skill. My product will be consistently monitored by me in all phases of production to achieve extremely high quality flowers and trim.

## **Market Analysis and Competition:**

Competition is limited at this point as almost all production is focused on large scale industrial indoor grow operations. My production method is the antithesis of this model. As such my product will stand out. There are no other cannabis producers with the level of artistic recognition that I have achieved in my landscape architecture business. The synergy of marketing my artistic production and landscape architectural accomplishment with my cannabis production is unmatched by any other grower. The wholesale value of my production will range from \$300000 in a bad year to \$500000 in a good year. Chances are that the wholesale prices will tend to decline with time as increased production comes on-line in the state. That is why it is imperative to produce and outdoor crop this growing season.

### **Sales and Marketing:**

My sales and marketing will be tied to my retail buyers. I expect some earned media coverage as two inquiries have already been made. The quality of the product and the story associated with the strain and me the cultivator will be used to attract interest.

### **Product Offering:**

I will produce high quality cannabis flowers and trim. It will be grown outdoors in soil with only organic nutrients and no pesticides applied in a manner consistent with organic vegetable production.

I will be in charge of the growing, harvest trimming and curing of my 55 plants.

### **Pricing:**

For 2019, I have a contract to sell to Canna Provision at \$1500 per pound of quality cured flower plus the market rate for trim. It is likely that this price will drop over time to meet the national wholesale rate of \$700- \$1000 per pound. Even at the reduced rate expected this will offer a fine profit, as expenses for the small outdoor grow are relatively minimal after the initial set up to comply with licensing requirements. But it does underscore the importance of licensure prior to May 31 to ensure the time to produce an outdoor crop.

### **Sales, distribution and advertising:**

As a wholesaler the sales, distribution and advertising of my cannabis will be handled by the retailer that purchases it.

### **Ownership and Management Plan:**

Wiseacre Farm, Inc. is a domestic for-profit corporation registered with the Commonwealth and engaged in the cultivation and wholesale sale of cannabis bud and trim to licensed retailers.

### **Management Team:**

To begin I will be in charge of all aspects of this operation. Please see my attached resume.

As the season progresses i will hire at most two additional people to help with the harvest and compliance with the Metrc monitoring system.

### **External Resources:**

The accountant for this project is Barry Clairmont of Lombardi Clairmont Keegan. The attorney for this project is Lori Robbins of Heller Robbins. Joe Nicholson of Plymouth Armor is my security consultant. Brian Grindel is my consultant for security cameras, locks and alarms. Dominic Sinopoli of Farm Family Insurance helping me to find liability insurance. BiotrakTHC is the contractor supporting me with my compliance with the Metrc seed to source monitoring system. Meg Sanders and Erik Williams of Will and Way Consulting are my business advisors.

### **Operating Plan:**

Wiseacre Farm, Inc. has entered into a long term lease with Jon Piasecki, the owner of a 55 acre farm in West Stockbridge MA.. Wiseacre Farm, Inc. will lease space to accommodate 4400 square feet of secured outdoor cannabis canopy and 520 square feet of secured processing and storage space within an existing structure on the Piasecki property.

### **Financial Plan:**

I have adequate finances to build an outdoor grow and production facility for wholesale sales in a manner that is compliant with the requirements of the Cannabis Control Commission.

I have a contract with a buyer to sell all of the useable cannabis of my strain "Golden Bough", that I can grow.



Income and expenses estimate for Wiseacre Farm, Inc. 2019-2021

## **Wiseacre Farm Start-Up Budget year 1 - 2019**

**Projected Income-\$74425.48**

Projected Earnings from Sales- **\$200000** (Depending on waivers and licensure)

Projected Expenses- **\$125574.52**

**Rent- \$60000**

**Start- Up Budget for Cannabis operation** as of 3.15.19 **\$56549.52** See details below.

**Licensure and Host Community Agreement-\$6625**

**Consulting- \$15000**

**Liability Insurance- \$2400**

**Fence- \$5800** Specialty Agricultural Solutions  
6' locust posts 3 strands of barbed wire on top, 1 gate, around 260 lin feet.

**Security Cameras, Alarms, Server, Doors- Security Alarm Technology. \$10000**

**Germination space and cold frame- By me-\$1600-\$2000.**

**Weed Mat- \$1200**

**Stakes and Sundries- \$500**

**Cvault- \$3300- 150 pounds of premium flower.**

**Additional Storage of product- \$500** 150 pounds of lower grade flower and trim. Food grade plastic buckets with airtight lids

**Hanging storage- \$500**

**Generator- \$6000**

**Electrical work: \$1700** Germ/cold frame + trim set up + Main cage+ storage cage

**Packaging**-\$500 Vacuum sealer, kraft paper wrap stamp kit

**Biotrakthc**- (\$5139.52) \$1500 set up fee, \$400 per month subscription. Hardware \$3639.52

**Main Cage**-\$900-\$1200

**Storage Cage**- \$1100

**Trimminator Mini-Dry**-\$2800 + moisture meter

## **Wiseacre Farm Budget year 2 - 2020**

**Projected Income**-\$176400

Projected Earnings from Sales- **\$400000**

Projected Expenses- **\$223600**

**Rent**- \$144000

**Banking**- \$8000

**BiotrakTHC**- \$4800

**Liability Insurance**- \$4800

**Labor**-\$50000

**Host Community Agreement**- \$12000

**Equipment**- \$10000

## **Wiseacre Farm Budget year 3 - 2021**

**Projected Income**-\$137600

Projected Earnings from Sales- **\$360000**

(anticipated reduction due to expected increase in statewide production and ensuing price drop.)

Projected Expenses- **\$222400**

**Rent-** \$144000

**Banking-** \$8000

**BiotrakTHC-** \$4800

**Liability Insurance-** \$4800

**Labor-**\$50000

**Host Community Agreement-** \$10800

**Equipment-** \$10000

**Liability Insurance:**

Liability Insurance Coverage or Maintenance of Escrow.(a) A CMO shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 502.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Wiseacre Farm, Inc. has been offered liability insurance to meet the standards specified above from

the Charles River Insurance Brokerage upon receipt of my provisional license. The contact person is

Ellen Bohn-Gitlitz. She can be reached at 508-656-1490.

## Host Community Agreement Certification Form

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

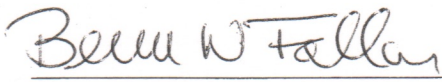
### Applicant

I, Jon Piasecki, President, (insert name) certify as an authorized representative of Wiseacre Farm, Inc. (insert name of applicant) that the applicant has executed a host community agreement with Town of West Stockbridge (insert name of host community) pursuant to G.L.c. 94G § 3(d) on March 13, 2019 (insert date).

  
Signature of Authorized Representative of Applicant  
Jon Piasecki, President

### Host Community

I, Berene Feller, Chairman (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of West Stockbridge (insert name of host community) to certify that the applicant and Town of West Stockbridge (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 13, 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community





#6

## 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, Jon PIASECKI, (insert name) attest as an authorized representative of W. SEACRE FARM INC (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 FEBRUARY 7, 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 1/29/19 (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 1/29/19 (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 1/29/19 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).



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

Same ADDITIONAL Screening was requested and  
will be provided.



# ‘Black Panther’ triumphs at Screen Actors Guild Awards

Nabbing SAG’s top honor puts superhero sensation in Oscar race

By JAKE COYLE  
The Associated Press

LOS ANGELES — “Black Panther” took the top award at Sunday’s 25th Screen Actors Guild Awards, giving Ryan Coogler’s superhero sensation its most significant awards-season honor yet and potentially setting up Wakanda for a major role at next month’s Academy Awards.

The two leading Oscar nominees — “Roma” and “The Favourite” — were bypassed by the actors guild for a best ensemble field that also included “BlacKkKlansman,” “Crazy Rich Asians,” “Bohemian Rhapsody” and “A Star Is Born.” Although “Black Panther” wasn’t nominated for any individual SAG Awards, it took home the final award at the Shrine Auditorium in Los Angeles.

Before a stage full of actors, Chadwick Boseman tried to put into context the moment for the trailblazing “Black Panther,” which also won for its stunt performer ensemble. “To be young, gifted and black,” he said, quoting the Nina Simone song.

“We know what it’s like to be told there isn’t a screen for you to be featured on, a stage for you to be featured on. ... We know what’s like to be beneath and not above. And that is what we went to work with every day,” said Boseman. “We knew that we could create a world that exemplified a world we wanted to see. We knew that we had something to give.”

The win puts “Black Panther” squarely in contention for best picture at the Academy Awards where it’s nominated for seven honors including best picture. Actors make up the largest percentage of the academy, so their preferences can have an especially large impact on the Oscar race. In the last decade the SAG ensemble winner has gone



RICHARD SHOTWELL — THE ASSOCIATED PRESS

From left, “Black Panther” cast members Danai Gurira, Isaach de Bankole, Chadwick Boseman, Lupita Nyong’o and Angela Bassett accept the award for outstanding performance by a cast in a motion picture at the 25th annual Screen Actors Guild Awards Sunday at the Shrine Auditorium & Expo Hall in Los Angeles.

on to win best picture at the Academy Awards half of the time.

In the lead acting categories, Glenn Close and Rami Malek solidified themselves as front-runners with wins that followed their triumphs at the Golden Globes. The 71-year-old Close, a seven-time nominee but never an Oscar winner, won best actress for her performance in “The Wife.” In her speech, she spoke about the power of film in a multiscreen world.

“One of the most powerful things we have as human beings are two eyes looking into two eyes,” said Close.

“Film is the only art form that allows us the close-up.”

Malek, winning best actor over Christian Bale (“Vice”) and Bradley Cooper (“A Star Is Born”) for his performance in “Bohemian Rhapsody,” seemingly sealed the Oscar

many are predicting for him.

As he did at the Globes, Malek dedicated his award to Mercury.

“I get some power from him that’s about stepping up and living your best life, being exactly who you want to be and accomplishing everything you so desire,” said Malek.

More surprising was Emily Blunt’s best supporting actress win for her performance in the horror thriller “A Quiet Place.” Blunt, also nominated by the guild for her lead performance in “Mary Poppins Returns,” was visibly shocked. She wasn’t among Tuesday’s Oscar nominees for either film.

“Guys. That truly has blown my slicked hair back,” said Blunt, who praised her husband and “A Quiet Place” director John Krasinski as a “stunning filmmaker.” “Thank you for giving me the part. You would have been in major trouble if you hadn’t.”

Best supporting actor in a film went more as expected. Mahershala Ali, who won two years ago for “Moonlight,” won for his performance in Peter Farrelly’s interracial road trip “Green Book.”

The Amazon series “The Marvelous Mrs. Maisel” won the first three

awards handed out Sunday, sweeping the comedy series awards. It won best ensemble in a comedy series, as well as individual honors for Rachel Brosnahan and Tony Shalhoub, whose win was a surprise in a category that included Bill Hader (“Barry”) and Michael Douglas (“The Kominsky Method”).

“We cannot thank you enough,” said Shalhoub, speaking for the cast. “Stay with us.”

Tom Hanks presented the lifetime achievement award to Alan Alda, who in July revealed that he had been living with Parkinson’s disease for more than three years. The 83-year-old actor took the stage to a standing ovation while the theme to “M.A.S.H.” played. He said the award came at a reflective moment for him.

“I see more than ever now how proud I am to be a part of our brotherhood and sisterhood of actors,” said Alda. “It may never have been more urgent to see the world through another person’s eyes. When a culture is divided so sharply, actors can help — a least a little — just by doing what we do. And the nice part is it’s fun to do it. So my wish for all of us is: Let’s stay playful.”

## The winners

The complete list of winners at Sunday’s Screen Actors Guild Awards in Los Angeles:

### FILM

**Actress:** Glenn Close, “The Wife”

**Actor:** Rami Malek, “Bohemian Rhapsody”

**Ensemble:** “Black Panther”

**Actress in a supporting role:** Emily Blunt, “A Quiet Place”

**Actor in a supporting role:** Mahershala Ali, “Green Book”

**Stunt Ensemble:** “Black Panther”

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### TELEVISION

**Actor in a comedy series:**

Tony Shalhoub, “The Marvelous Mrs. Maisel”

**Actress in a comedy series:**

Rachel Brosnahan, “The Marvelous Mrs. Maisel”

**Comedy series ensemble:**

“The Marvelous Mrs. Maisel”

**Actor in a drama series:**

Jason Bateman, “Ozark”

**Actress in a drama series:**

Sandra Oh, “Killing Eve”

**Drama series ensemble:** “This Is Us”

**Actor in a TV movie or limited series:**

Darren Criss, “The Assassination of Gianni Versace: American Crime Story”

**Actress in a limited TV movie or series:** Patricia Arquette, “Escape at Dannemora”

**TV Stunt Ensemble:** “GLOW”

\*\*\*

**Life Achievement:** Alan Alda

For the second time, the cast of “This Is Us” won best ensemble in a drama series. Other TV winners included Sandra Oh (“Killing Eve”), Darren Criss for “Assassination of Gianni Versace,” Jason Bateman (“Ozark”) and Patricia Arquette (“Escape at Dannemora”).

The SAG Awards had one thing the Oscars don’t: a host. Emcee Megan Mullally kicked off the awards by tweaking their role among the many honors leading up to next month’s Oscars. She called the SAGs “the greatest honor an actor can receive this weekend.”

# Classifieds

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

## Public Notices

### City of North Adams Public Hearing

The North Adams Office of Community Development (OCD) will conduct a public hearing on **Wednesday, February 13, 2019 at 6:00 PM in the second floor conference room # 202 of City Hall.** The purpose of this hearing is to review the City's grant application to the FY'2019 CDBG Mini-Entitlement (ME) Program of the Department of Housing & Community Development. Any one interested in obtaining additional information may do so by contacting the Office of Community Development at 662-3000 (x-3025).

Michael Nuvalle  
Office of Community Development  
01/29/19, 02/05/19

Notice is hereby given that a **Community Outreach Meeting** for a proposed Marijuana Establishment is scheduled for **Thursday, February 7th at 4:00 pm, at 276 Great Barrington Road in West Stockbridge, MA.** The proposed Marijuana Cultivation Establishment is anticipated to be located at 276 Great Barrington Road in West Stockbridge, MA. 01266. There will be an opportunity for the public to ask questions. 01/29/19

### CITY OF PITTSFIELD NOTICE OF ZONING AMENDMENT PUBLIC HEARINGS PITTSFIELD COMMUNITY DEVELOPMENT BOARD

The City of Pittsfield in accordance with the provisions of M.G.L. Chapter 40A, Section 5, hereby gives notice to all interested parties that a public hearing will be held on **Tuesday, February 19, 2019 at 6:00 PM by the Community Development Board. The meeting will be held at the Ralph J. Froio Senior Center located at 330 North Street in the 3rd floor Crafts Room.** The Community Development Board has petitioned the City Council to amend City Code, Chapter 23 (the City of Pittsfield Zoning Ordinance): Article 23-2, Section 2.2 (Glossary), Article 23-4 Section 4.202 (Table of Permitted Uses), Article 23-737 (Small Scale Ground Mounted Solar Energy Systems), and Section 7.855 (Medium and Large Scale Ground

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Mounted Solar Energy Systems); establishing standards for the permitting of solar energy uses.

The application is on file at the City Clerk's Office, Room 103, and the Department of Community Development, Room 205, City Hall, and may be viewed during regular business hours (Mon-Fri 8:30 a.m. to 4:00 p.m.). A copy of the proposed text is available on the City's website at following link: <https://www.cityofpittsfield.org/city-hall/community-development/planning-and-development/links-to-forms-plans-ordinances-and-regulations.php>

Sheila B. Irvin, Chair  
Community Development Board  
01/22/19, 01/29/19

### 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 Daniel Saliba to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for MetLife Home Loans, a Division of MetLife Bank, N.A. dated May 22, 2009, recorded with the Northern Berkshire Registry of Deeds in Book 1371, Page 1, which mortgage was assigned to MetLife Home Loans, a Division of MetLife Bank, N.A. by Assignment dated June 20, 2012, recorded in Book 1480, Page 369; further assigned to JP Morgan Chase Bank, National Association by Assignment dated April 9, 2013, recorded in Book 1511, Page 601; further assigned to the Secretary of Housing and Urban Development by Assignment dated August 16, 2016, recorded in Book 1605, Page 820; and further assigned to Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust A by Assignment dated September 20, 2016, recoded in Book 1619, Page 168, of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 11:00 a.m. on the 14th day of February, 2019, at the mortgaged premises described below, being known as 8 Albert Street, Adams, Massachusetts, all and singular the premises described in said mortgage, to wit:

### PARCEL I

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Beginning on the Westerly side of Albert Street, so-called, at the Northeast corner of lot numbered three (3) as marked on plan of building lots of Albert Anthony, surveyed and drawn by C.F. Sayles, C.E.,

Thence running Westerly on the Northerly line of said lot numbered three (3) seventy-three (73) feet to the Easterly line of the Pittsfield and North Adams Railroad Company;

Thence running Northerly on the Easterly line of said Railroad Company's land forty-nine and one-half (49 1/2) feet to the Southwest corner of lot numbered five (5);

Thence running Easterly on the South line of lot numbered five (5) seventy-three (73) feet to the Westerly line of Albert Street;

Thence running Southerly on the Westerly line of said Albert Street forty-nine and one-half (49 1/2) feet to the Southeast corner of said lot numbered four (4) to the place of beginning. It being Lot numbered four (4) on said plan of lots.

### PARCEL II

Also another piece or parcel of land situate in said Adams, and bounded and described as follows, to wit:

Beginning at the Northeast corner of land of said Joseph Wotkowicz on the West side of said Albert Street (marked Lot #4 on plan of lots of said Albert Anthony on file in Book 240, Page 67 of Northern Berkshire Registry of Deeds); Thence along the Northerly line of said Lot #4 seventy-three (73) feet to a pin in the Easterly line of land of the Boston and Albany Railroad Company;

Thence Northerly in a line parallel with the Westerly line of said Albert Street forty-nine and one-half (49 1/2) feet to a pin at the Southwest corner of Lot #6 on plan above referred to;

Thence Easterly in a line parallel with the first mentioned bounds seventy-three (73) feet to said Albert Street;

Thence southerly forty-nine and one-half (49 1/2) feet along the Westerly line of said Albert Street to the place of beginning; meaning and intending to convey Lot #5 on the

## Public Notices

plan above referred to.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date. The Mortgagee further reserves the right to open the bidding at the time, date and place appointed for sale, and if no bids are received, or the bids received are deemed unacceptable to Mortgagee, to postpone the sale to a later date by public proclamation.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens and other public taxes, assessments or liens, having priority over the mortgage described herein, if any.

In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property 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 Mortgagee's attorneys 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 said second highest bidder within twenty (20) days of said written notice. TERMS OF SALE: Ten Thousand Dollars (\$10,000.00) will be required to bid and be paid in cash or by certified check at the time and place of sale as earnest money. The balance is to be paid in cash or by certified check within thirty (30) days of the date of the sale at the offices of Murphy & Lupan, P.A., 5 Commonwealth Road, Natick, Massachusetts 01760. The description of the premises contained in said mortgage shall control in the event of any typographical error in this publication.

Other terms, if any, to be

## Public Notices

announced at the time and place of sale.

WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST A

Present holder of said mortgage, By its attorney,

Michael J. Murphy  
Murphy & Lupan, P.A.  
5 Commonwealth Road  
Natick, MA 01760  
Tel: (508) 650-9252  
01/22/19, 01/29/19, 02/05/19

### MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by MATTHEW CONRY and LARA K. DIEDERICH CONRY to GREYLOCK FEDERAL CREDIT UNION, dated August 12, 2008, and recorded on May 12, 2006, with the Berkshire Middle District Registry of Deeds in Book 4118, Page 158, 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 11:00 a.m. on the Twelfth (12th) day of February, 2019, at the mortgaged premises described below, to wit, 23 Elberon, Pittsfield, Massachusetts, all and singular, the premises in said Pittsfield, Berkshire County, Massachusetts, described in said Mortgage, to wit:

Parcel I: That certain piece or parcel of land shown and designated as Lot No. 31 on Plan of Lots as laid out in 1923 by the Pittsfield Homestead Company by R.G. North, Engineer, dated March 21st, 1923, which said Plan is recorded in the Berkshire Middle District Registry of Deeds in Drawer No. 66; said Lot being sixty-six (66) feet wide on the north side of Elberon Avenue and extending back therefrom one hundred fifty (150) feet.

Parcel II: A portion of that certain piece or parcel of land shown and designated as "Parcel B" on Plan of Area Parcels as laid out by the Pittsfield Homestead Company in the year 1923, dated March 21, 1923, a copy of which is on file with said Registry in Drawer No. 65; thence westerly on a course south

## Public Notices

sixty degrees forty-five minutes thirty seconds (66° 45' 30") west a distance of one hundred forty-three and five one-hundredths (143.05) feet to a stone bound; thence northerly in a course north sixteen degrees twenty-nine minutes (16° 29') west a distance of five hundred ten and eleven one-hundredths (510.11) feet to a stone bound; thence easterly in a course north sixty degrees forty-five minutes thirty seconds (60° 45' 30") east a distance of one hundred sixty and forty one-hundredths (160.40) feet, more or less, to an iron pin; thence southerly in a course south twenty-nine degrees fourteen minutes thirty seconds (29° 14' 30") east a distance of four hundred forty-seven and fifty-one one-hundredths (447.51) feet to a point which marks the northeasterly corner of land conveyed by Alfred L. Hogue et ux to Joseph DeFazio et ux by deed dated November 20, 1947, and recorded in said Registry in Book 532, Page 445; thence westerly along the northerly line of land so conveyed to said DeFazio a distance of one hundred thirty (130) feet to a point; thence southerly along the westerly line of land of said DeFazio a distance of fifty (50) feet to the stone bound which marks the place of beginning.

Parcel I and II being the same premises conveyed to the mortgagors herein by deed of Brian M. Conry, dated Aug. 12, 2008 and recorded in the Berkshire Middle District Registry of Deeds in Book 4118, Page 155.

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.



1/25/19

Mark Webber

The West Stockbridge Board of Selectmen  
21 State Line Road  
P.O. Box 525  
West Stockbridge, MA.  
01266

Dear Mark,

I am writing to inform you and give notice to the Selectmen of the Town of West Stockbridge

that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, February 7th at 4:00 pm, at 276 Great Barrington Road in West Stockbridge, MA.. The proposed Marijuana Cultivation Establishment is anticipated to be located at 276 Great Barrington Road in West Stockbridge, MA. 01236.

There will be an opportunity for the public to ask questions.

Thank you,

Jon Piasecki

1/25/19

[REDACTED]

[REDACTED]

West Stockbridge, MA.  
01266

Dear [REDACTED]

I am writing to inform you and give notice to [REDACTED] that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Thursday, February 7th at 4:00 pm, at 276 Great Barrington Road in West Stockbridge, MA..The proposed Marijuana Cultivation Establishment is anticipated to be located at 276 Great Barrington Road in West Stockbridge, MA. 01236.

There will be an opportunity for the public to ask questions.

Thank you,

Jon Piasecki

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

Application # MCN281406

The purpose of this plan is to outline how Wiseacre Farm, Inc. will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 276 Great Barrington Road in West Stockbridge, MA, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana

### **Background**

Section 9.1 of the Town of West Stockbridge Zoning by laws “Marijuana Related Uses” regulates the time place and manner of Marijuana Establishments. Under Section 4.11.1 “Table of Uses” Tier 1 Cultivators are allowed in the R3 zoning district with the issuance of a special permit from the West Stockbridge Planning Board.

Section 4.11.3.7 states, “A special permit for cultivation of marijuana for commercial purposes may only be granted in a residential district when the proposed use is part of the activity of a farm. For the purposes of this section a farm is defined as having more than 5 acres dedicated to agricultural production and the farm must meet the federal definition of a farm where the entity has an EIN number and shows a minimum of gross sales of \$2500 of any agricultural commodity.”

Wiseacre Farm, Inc. is in a lease agreement on a farm where 8 acres are dedicated to agricultural production and has an EIN number associated with this agricultural production and a schedule F. from the federal taxes of the farm that shows gross sales in excess of \$2500 for 2018. As such Wiseacre Farm, Inc. explicitly meets the criteria to receive a special permit from the West Stockbridge Planning Board for the purposes of Commercial Cultivation of Marijuana. Outdoor Cultivation also requires that cultivation must be 10 feet or greater from any property line, at least 45 from the front property line and no cultivation may be visible from a public way.

The design for the outdoor commercial cultivation of marijuana by Wiseacre Farm, Inc. meets all of these criteria.

The Wiseacre Farm management team has reviewed this bylaw in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions. We plan to immediately apply for a Special Permit from the West Stockbridge Planning Board and will meet all of the special permit conditions.

### **Ongoing Compliance**

Wiseacre Farm is committed to remaining in compliance with all with local codes, ordinances, and bylaws. We will engage the services of a compliance consultant who will make periodic assessments of our operation for compliance with all applicable local, state and federal laws and regulations, including zoning and special permit compliance.

The company’s owner will remain in contact with municipal officials including the Town Clerk, Board of Selectmen, Planning Board, Building Inspector and other applicable officials to ensure that there is an open line of communication. We will remain up to date with all zoning ordinance changes and requirements to ensure that Wiseacre Farm, Inc. remains in compliance.



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

Minimum Fee: \$250.00

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

**Articles of Organization**

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

Identification Number: 001366213

**ARTICLE I**

The exact name of the corporation is:

WISEACRE FARM, INC.

**ARTICLE II**

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

TO OWN, OPERATE AND MAINTAIN A BUSINESS WHICH ENGAGES IN ALL ASPECTS OF FARMING OPERATIONS INCLUDING WITHOUT LIMITATION, THE SALE OF ANY AND ALL PLANTS, FLOWERS, BUSHES, TREES, AND THE RAISING AND SELLING OF LIVESTOCK. TO BUY, SELL, LEASE, OR OTHERWISE ACQUIRE, OWN, OPERATE AND MAINTAIN, MORTGAGE AND OTHERWISE DEAL IN REAL, PERSONAL AND INTANGIBLE PROPERTY TO ADVANCE THE PURPOSES SET FORTH HEREIN AND TO HAVE ANY AND ALL POWERS TO CARRY OUT THE PURPOSES SET FORTH ABOVE AS FULLY AS NATURAL PERSONS, WHETHER PRINCIPALS, AGENTS, OR OTHERWISE. TO ENGAGE IN ANY OTHER BUSINESS OR ACTIVITY WHICH MAY LAWFULLY BE CONDUCTED BY A CORPORATION ORGANIZED UNDER THE BUSINESS CORPORATION LAW OF MASSACHUSETTS, GENERAL LAWS, CHAPTER 156D, WHETHER OR NOT RELATED TO THE FOREGOING PURPOSES. TO DO ANYTHING NECESSARY OR CONVENIENT IN CONNECTION WITH, OR INCIDENTAL TO, ANY OF THE FOREGOING.

**ARTICLE III**

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	100	\$0.00	100

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

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of



any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

N/A

#### ARTICLE V

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

NONE

#### ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

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

#### ARTICLE VII

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

Later Effective Date: Time:

#### ARTICLE VIII

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

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

Name: JON PIASECKI

No. and Street: 276 GREAT BARRINGTON ROAD

City or Town: WEST STOCKBRIDGE State: MA Zip: 01266 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JON PIASECKI	276 GREAT BARRINGTON ROAD WEST STOCKBRIDGE, MA 01266 USA
TREASURER	JON PIASECKI	276 GREAT BARRINGTON ROAD WEST STOCKBRIDGE, MA 01266 USA
SECRETARY	JON PIASECKI	276 GREAT BARRINGTON ROAD WEST STOCKBRIDGE, MA 01266 USA
DIRECTOR	JON PIASECKI	276 GREAT BARRINGTON ROAD WEST STOCKBRIDGE, MA 01266 USA

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

December

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

FARMING

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

No. and Street: 276 GREAT BARRINGTON ROAD

City or Town: WEST STOCKBRIDGE State: MA Zip: 01266 Country: USA

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

No. and Street: 276 GREAT BARRINGTON ROAD

City or Town: WEST STOCKBRIDGE State: MA Zip: 01266 Country: USA

which is

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

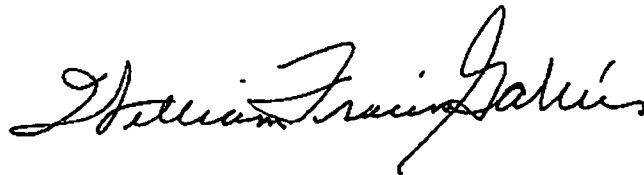
**Signed this 29 Day of January, 2019 at 4:14:06 PM by the incorporator(s).** (*If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.*)

JON PIASECKI

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:

January 29, 2019 04:13 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## BY-LAWS

### OF

WISEACRE FARM, INC.

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## ARTICLE I

### OFFICES

1.1. Registered Office: The registered office shall be established and maintained at 276 Great Barrington Road and Jon Plasecki shall be the registered agent of the Corporation in charge thereof.

1.2. Other Offices: The Corporation may have other offices, either within or outside the State of incorporation, at such place or places as the Board of Directors may from time to time appoint or the business of the Corporation may require, provided, however, that the Corporation's books and records shall be maintained at such place within the continental United States as the Board of Directors shall from time to time designate.

## ARTICLE II

### STOCKHOLDERS

2.1. Place of Stockholders' Meetings: All meetings of the stockholders of the Corporation shall be held at such place or places, within or outside the State of incorporation as may be fixed by the Board of Directors from time to time or as shall be specified in the respective notices thereof. The Board of Directors may, in its sole discretion, determine that the meeting shall not be held at any designated place, but may instead be held solely by means of remote communication. Stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communication participate in a meeting of stockholders and be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

2.2. Date and Hour of Annual Meetings of Stockholders: If there is a failure to hold the annual meeting or to take action by written consent to elect Directors in lieu of an annual



meeting for a period of 30 days after the date designated for the annual meeting, or if no date has been designated, for a period of 13 months after the latest to occur of the organization of the Corporation, its last annual meeting or the last action by written consent to elect Directors in lieu of an annual meeting, a court of competent jurisdiction may summarily order a meeting to be held upon the application of any stockholder or Director.

2.3. Purpose of Annual Meetings: At each annual meeting, the stockholders shall elect the members of the Board of Directors for the succeeding year. At any such annual meeting any further proper business may be transacted.

2.4. Special Meetings of Stockholders: Special meetings of the stockholders or of any class or series thereof entitled to vote may be called by the Board of Directors, President or by the Chairman of the Board of Directors, or at the request in writing by stockholders of record owning at least fifty (50%) percent of the issued and outstanding voting shares of common stock of the Corporation.

2.5. Notice of Meetings of Stockholders: Except as otherwise expressly required or permitted by law, not less than ten days nor more than sixty days before the date of every stockholders' meeting the Secretary shall give to each stockholder of record entitled to vote at such meeting, written notice, served personally by mail or by telegram, stating the following: the place, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting; and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice, if mailed shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address for notices to such stockholder as it appears on the records of the Corporation. Any notice to stockholders shall be effective if given by a form of electronic transmission consented to by the stockholder to whom notice is to be given.

2.6. Quorum of Stockholders:

(a) Unless otherwise provided by the Certificate of Incorporation or by law, at any meeting of the stockholders, the presence in person or by proxy of stockholders entitled to cast a majority of the votes thereat shall constitute a quorum. The withdrawal of any stockholder after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

(b) At any meeting of the stockholders at which a quorum shall be present, a majority of voting stockholders, present in person or by proxy, may adjourn the meeting from time to time without notice other than announcement at the meeting so long as the time, place, if any, and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. In the absence of a quorum, the Officer presiding thereat shall have power to adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting, other than announcement at the meeting, shall not be

required to be given except as provided in paragraph (d) below and except where expressly required by law.

(c) At any adjourned session at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof, unless a new record date is fixed by the Board of Directors.

(d) However, if an adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

2.7. Chairman and Secretary of Meeting: The President, shall preside at meetings of the stockholders. The Secretary shall act as secretary of the meeting or if he is not present, then the presiding Officer may appoint a person to act as secretary of the meeting.

2.8. Voting by Stockholders: Except as may be otherwise provided by the Certificate of Incorporation or these by-laws, at every meeting of the stockholders each stockholder shall be entitled to one vote for each share of voting stock standing in his name on the books of the Corporation on the record date for the meeting. Except as otherwise provided by these by-laws, all elections and questions shall be decided by the vote of a majority in interest of the stockholders present in person or represented by proxy and entitled to vote at the meeting.

2.9. Proxies: Any stockholder entitled to vote at any meeting of stockholders may vote either in person or by proxy. A proxy may be in writing, subscribed by the stockholder or his duly authorized attorney-in-fact, but need not be dated, sealed, witnessed or acknowledged, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy calls for a longer period. A stockholder may authorize another person to act for such stockholder as proxy by transmitting or authorizing the transmission of a telegram, cablegram or other means of electronic transmission to the proxyholder, provided that any such communication must either set forth or be submitted with information from which it can be determined that such communication was authorized by the stockholder.

2.10. Inspectors: The election of Directors and any other vote by ballot at any meeting of the stockholders shall be supervised by one or more inspectors. Such inspectors may be appointed by the presiding Officer before or at the meeting; or if one or both inspectors so appointed shall refuse to serve or shall not be present, such appointment shall be made by the Officer presiding at the meeting.

2.11. List of Stockholders:

(a) At least ten days before every meeting of stockholders, the Secretary shall prepare and make a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder.

(b) For a period of at least ten days prior to the meeting, such list shall be open to examination by any stockholder for any purpose germane to the meeting, either at the principal place of business of the Corporation during ordinary business hours or on a reasonably accessible electronic network, and the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held at a designated place, then the list shall be produced and kept at the time and place where the meeting is to be held and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall be open to inspection of any stockholder during the meeting on a reasonably accessible electronic network and the information required to access such list shall be provided with the notice of the meeting.

(c) The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section 2.11 or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

2.12. Procedure at Stockholders' Meetings: Except as otherwise provided by these by-laws or any resolutions adopted by the stockholders or Board of Directors, the order of business and all other matters of procedure at every meeting of stockholders shall be determined by the presiding Officer.

2.13. Action By Consent Without Meeting: Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. An electronic transmission consenting to an action to be taken and transmitted by a stockholder, member or proxyholder or by a person authorized to act for a stockholder, member or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section provided that such electronic transmission sets forth information from which the Corporation can determine that the electronic transmission was transmitted by the stockholder or proxyholder and the date on which the stockholder or proxyholder transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed the date on which such consent was signed. No consent given by electronic transmission shall be deemed delivered until reproduced in paper and delivered to the Corporation at its registered office in the state, its principal place of business or an Officer having custody of the record book of stockholder meetings in the manner provided by the Board of Directors.

## **ARTICLE III**

### **DIRECTORS**

3.1. **Powers of Directors:** The property, business and affairs of the Corporation shall be managed by its Board of Directors which may exercise all the powers of the Corporation except such as are by the law of the State of incorporation or the Certificate of Incorporation or these by-laws required to be exercised or done by the stockholders.

3.2. **Number, Method of Election, Terms of Office of Directors:** The number of Directors which shall constitute the Board of Directors shall be \_\_\_\_\_ ( ) unless and until otherwise determined by a vote of a majority of the entire Board of Directors. Each Director shall hold office until the next annual meeting of stockholders and until his successor is elected and qualified, provided, however, that a Director may resign at any time. Directors need not be stockholders. All elections of Directors shall be by written ballot, unless otherwise provided in the Certificate of Incorporation; if authorized by the Board of Directors, such requirement of a written ballot shall be satisfied by a ballot submitted by electronic transmission, provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the stockholder or proxyholder.

3.3. **Vacancies on Board of Directors; Removal:**

(a) Any Director may resign his office at any time by delivering his resignation in writing or by electronic transmission to the Chairman of the Board or to the President. The resignation will take effect at the time specified therein or, if no time is specified, it will be effective at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(b) Any vacancy in the authorized number of Directors may be filled by majority vote of the stockholders and any Director so chosen shall hold office until the next annual election of Directors by the stockholders and until his successor is duly elected and qualified or until his earlier resignation or removal.

(c) Any Director may be removed with or without cause at any time by the majority vote of the stockholders given at a special meeting of the stockholders called for that purpose.

3.4. **Meetings of the Board of Directors:**

(a) The Board of Directors may hold its meetings, both regular and special, either within or outside the State of incorporation.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by resolution of the Board of Directors. No notice of such regular meetings shall be required. If the date designated for any regular meeting

shall be a legal holiday, then the meeting shall be held on the next day which is not a legal holiday.

(c) The first meeting of each newly elected Board of Directors shall be held immediately following the annual meeting of the stockholders for the election of Officers and the transaction of such other business as may come before it. If such meeting is held at the place of the stockholders' meeting, no notice thereof shall be required.

(d) Special meetings of the Board of Directors shall be held whenever called by direction of the Chairman of the Board or the President or at the written request of any one Director.

(e) The Secretary shall give notice to each Director of any special meeting of the Board of Directors by mailing the same at least three days before the meeting or by telegraphing, telexing, or delivering the same not later than the date before the meeting.

Unless required by law, such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting. Any and all business may be transacted at any meeting of the Board of Directors. No notice of any adjourned meeting need be given.

No notice to, or waiver by, any Director shall be required with respect to any meeting at which the Director is present.

3.5. Quorum and Action: Unless provided otherwise by law or by the Certificate of Incorporation or these by-laws, a majority of the Directors shall constitute a quorum for the transaction of business; but if there shall be less than a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. The vote of a majority of the Directors present at any meeting at which a quorum is present shall be necessary to constitute an act of the Board of Directors.

3.6. Presiding Officer and Secretary of the Meeting: The President, or, in his absence a member of the Board of Directors selected by the members present, shall preside at meetings of the Board. The Secretary shall act as secretary of the meeting, but in his absence the presiding Officer may appoint a secretary of the meeting.

3.7. Action by Consent Without Meeting: Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or electronic transmissions are filed with the minutes or proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

3.8. Action by Telephonic Conference: Members of the Board of Directors, or any committee designated by such board, may participate in a meeting of such board or committee by means of conference telephone or other communications equipment by means of which all

persons participating in the meeting can hear each other, and participation in such a meeting shall constitute presence in person at such meeting.

3.9. Committees: The Board of Directors shall, by resolution or resolutions passed by a majority of Directors, designate one or more committees, each of such committees to consist of one or more Directors of the Corporation, for such purposes as the Board shall determine. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee.

3.10. Compensation of Directors: Directors shall receive such reasonable compensation for their service on the Board of Directors or any committees thereof, whether in the form of salary or a fixed fee for attendance at meetings, or both, with expenses, if any, as the Board of Directors may from time to time determine. Nothing herein contained shall be construed to preclude any Director from serving in any other capacity and receiving compensation therefor.

## ARTICLE IV

### OFFICERS

#### 4.1. Officers, Title, Elections, Terms:

(a) The elected Officers of the Corporation shall be a President, a Vice President, a Treasurer and a Secretary, and such other Officers as the Board of Directors shall deem advisable. The Officers shall be elected by the Board of Directors at its annual meeting following the annual meeting of the stockholders, to serve at the pleasure of the Board or otherwise as shall be specified by the Board at the time of such election and until their successors are elected and qualified.

(b) The Board of Directors may elect or appoint at any time, and from time to time, additional Officers or agents with such duties as it may deem necessary or desirable. Such additional Officers shall serve at the pleasure of the Board or otherwise as shall be specified by the Board at the time of such election or appointment. Two or more offices may be held by the same person.

(c) Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors.

(d) Any Officer may resign his office at any time. Such resignation shall be made in writing and shall take effect at the time specified therein or, if no time be specified, at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(e) The salaries of all Officers of the Corporation shall be fixed by the Board of Directors.

4.2. Removal of Elected Officers: Any elected Officer may be removed at any time, either with or without cause, by resolution adopted at any regular or special meeting of the Board of Directors by a majority of the Directors then in office.

4.3. Duties:

(a) President: The President shall be the principal executive Officer of the Corporation and, subject to the control of the Board of Directors, shall supervise and control all the business and affairs of the Corporation. He shall, when present, preside at all meetings of the stockholders and of the Board of Directors. He shall see that all orders and resolutions of the Board of Directors are carried into effect (unless any such order or resolution shall provide otherwise), and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

(b) Treasurer: The Treasurer shall: (1) have charge and custody of and be responsible for all funds and securities of the Corporation; (2) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever; (3) deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositaries as shall be selected by resolution of the Board of Directors; and (4) in general perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors. He shall, if required by the Board of Directors, give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

(c) Secretary: The Secretary shall: (1) keep the minutes of the meetings of the stockholders, the Board of Directors, and all committees, if any, of which a secretary shall not have been appointed, in one or more books provided for that purpose; (2) see that all notices are duly given in accordance with the provisions of these by-laws and as required by law; (3) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal, is duly authorized; (4) keep a register of the post office address of each stockholder which shall be furnished to the Secretary by such stockholder; (5) have general charge of stock transfer books of the Corporation; and (6) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

## ARTICLE V

### CAPITAL STOCK

5.1. Stock Certificates:

(a) Every holder of stock in the Corporation shall be entitled to have a certificate signed by, or in the name of, the Corporation by the President or a Vice President and by the Treasurer or the Secretary, certifying the number of shares owned by him.

(b) If such certificate is countersigned by a transfer agent other than the Corporation or its employee, or by a registrar other than the Corporation or its employee, the signatures of the Officers of the Corporation may be facsimiles, and, if permitted by law, any other signature may be a facsimile.

(c) If any Officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such Officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such Officer at the date of issue.

(d) Certificates of stock shall be issued in such form not inconsistent with the Certificate of Incorporation as shall be approved by the Board of Directors, and shall be numbered and registered in the order in which they were issued.

(e) All certificates surrendered to the Corporation shall be canceled with the date of cancellation, and shall be retained by the Secretary, together with the powers of attorney to transfer and the assignments of the shares represented by such certificates, for such period of time as shall be prescribed from time to time by resolution of the Board of Directors.

5.2. Record Ownership: A record of the name and address of the holder of such certificate, the number of shares represented thereby and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by law.

5.3. Transfer of Record Ownership: Transfers of stock shall be made on the books of the Corporation only by direction of the person named in the certificate or his attorney, lawfully constituted in writing, and only upon the surrender of the certificate therefor and a written assignment of the shares evidenced thereby. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and the transferee request the Corporation to do so.

5.4. Lost, Stolen or Destroyed Certificates: Certificates representing shares of the stock of the Corporation shall be issued in place of any certificate alleged to have been lost, stolen or destroyed in such manner and on such terms and conditions as the Board of Directors from time to time may authorize.

5.5. Transfer Agent; Registrar; Rules Respecting Certificates: The Corporation may maintain one or more transfer offices or agencies where stock of the Corporation shall be transferable. The Corporation may also maintain one or more registry offices where such stock shall be registered. The Board of Directors may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of stock certificates.



5.6. Fixing Record Date for Determination of Stockholders of Record: The Board of Directors may fix, in advance, a date as the record date for the purpose of determining stockholders entitled to notice of, or to vote at, any meeting of the stockholders or any adjournment thereof, or the stockholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or to express consent to corporate action in writing without a meeting, or in order to make a determination of the stockholders for the purpose of any other lawful action. Such record date in any case shall be not more than sixty days nor less than ten days before the date of a meeting of the stockholders, nor more than sixty days prior to any other action requiring such determination of the stockholders. A determination of stockholders of record entitled to notice or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

5.7. Dividends: Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, out of funds legally available therefor at any regular or special meeting, declare dividends upon the capital stock of the Corporation as and when they deem expedient. Before declaring any dividend there may be set apart out of any funds of the Corporation available for dividends, such sum or sums as the Board of Directors from time to time in its discretion deems proper for working capital or as a reserve fund to meet contingencies or for equalizing dividends or for such other purposes as the Board of Directors shall deem conducive to the interests of the Corporation.

## ARTICLE VI

### SECURITIES HELD BY THE CORPORATION

6.1. Voting: Unless the Board of Directors shall otherwise order, the President, the Secretary or the Treasurer shall have full power and authority, on behalf of the Corporation, to attend, act and vote at any meeting of the stockholders of any corporation in which the Corporation may hold stock, and at such meeting to exercise any or all rights and powers incident to the ownership of such stock, and to execute on behalf of the Corporation a proxy or proxies empowering another or others to act as aforesaid. The Board of Directors from time to time may confer like powers upon any other person or persons.

#### 6.2. General Authorization to Transfer Securities Held by the Corporation:

(a) Any of the following Officers, to wit: the President and the Treasurer shall be, and they hereby are, authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidence of indebtedness, or other securities now or hereafter standing in the name of or owned by the Corporation, and to make, execute and deliver, under the seal of the Corporation, any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

(b) Whenever there shall be annexed to any instrument of assignment and transfer executed pursuant to and in accordance with the foregoing paragraph (a), a certificate of the Secretary of the Corporation in office at the date of such certificate setting forth the provisions of this Section 6.2 and stating that they are in full force and effect and setting forth the names of persons who are then Officers of the Corporation, then all persons to whom such instrument and annexed certificate shall thereafter come, shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Corporation, and that with respect to such securities the authority of these provisions of the by-laws and of such Officers is still in full force and effect.

## ARTICLE VII

### MISCELLANEOUS

7.1. Signatories: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers or such other person or persons as the Board of Directors may from time to time designate.

7.2. Seal: The seal of the Corporation shall be in such form and shall have such content as the Board of Directors shall from time to time determine.

7.3. Notice and Waiver of Notice: Whenever any notice of the time, place or purpose of any meeting of the stockholders, Directors or a committee is required to be given under the law of the State of incorporation, the Certificate of Incorporation or these by-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by the person entitled to notice whether before or after the holding thereof, or actual attendance at the meeting in person or, in the case of any stockholder, by his attorney-in-fact, shall be deemed equivalent to the giving of such notice to such persons.

7.4. Indemnity: The Corporation shall indemnify its Directors, Officers and employees to the fullest extent allowed by law, provided, however, that it shall be within the discretion of the Board of Directors whether to advance any funds in advance of disposition of any action, suit or proceeding, and provided further that the Board of Directors may make a determination that indemnification of the Director, Officer or employee is improper because he has failed to act in good faith and in the best interests of the Corporation or, with respect to any criminal action or proceeding, had reasonable cause to believe his conduct was unlawful.

7.5. Fiscal Year: Except as from time to time otherwise determined by the Board of Directors, the fiscal year of the Corporation shall end on December 31.



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

mass.gov/dor

Letter ID: L0712702336  
Notice Date: February 22, 2019  
Case ID: 0-000-674-107



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WISEACRE FARM INC  
276 GREAT BARRINGTON ROAD  
WEST STOCKBRIDGE MA 01266

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

The Commissioner of Revenue certifies that, as of the date of this certificate, WISEACRE FARM 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

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

February 15, 2019

TO WHOM IT MAY CONCERN:

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

**WISEACRE FARM, INC.**

is a domestic corporation organized on **January 29, 2019**, under the General Laws of the Commonwealth of Massachusetts.

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



# Wiseacre Farm Policy for Dispensing

Application # MCN281406

## **Not Applicable**

Wiseacre Farm is not a Medical Marijuana Treatment Center, existing RMD Applicant or a Marijuana Retailer

Wiseacre Farm is applying for a Marijuana Cultivator License in which we will only cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers. We will only transfer marijuana to Licensed Marijuana Establishments in compliance with 935 CMR 500.000 et. seq.

# Wiseacre Farm Diversity Plan

Application # MCN281406

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Wiseacre Farm, Inc. is a small, Tier 1 Cultivator and is planning operating as a traditional agricultural farm. We will operate with the minimal number of employees and only operate 8-9 months out of the year.

Wiseacre Farm believes that diversity and inclusion in the workplace and the industry and to the extent possible will promote equity among minorities, women, veterans, people with disabilities, and people who are LGBTQ+.

Wiseacre Farm will comply with the requirements of 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 Wiseacre Farm will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Being a small, agricultural operation with three or less employees, Wiseacre Farm will not be able to participate in employment programs that attract, contract, hire, promote, and retain board members, contractors, executives, employees, managers as we will not be hiring any employees outside of the employees that are already part of our team. We will note that once of our employees is female.

One way in which we can promote diversity and inclusion is through the use of service providers.

## Goals

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Although Wiseacre Farm is a small business and will only employ 3 employees, Wiseacre Farm will attempt to source service providers and wholesale partners who are owned by or whose employees are:

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

Our goal is that 15% of our service providers and 20% of our wholesale partners will meet the above criteria.

## Supplier Diversity Plan

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Wiseacre Farms is committed to engaging, to the extent possible, minority-owned, women owned, veteran owned, LGBT-owned, and business owned by persons with disabilities as suppliers, contractors and wholesale partners.

While we will not advertise this plan through traditional means, we will require that suppliers, contractors and wholesale partners disclose the demographics of its ownership and employees when engaging with Wiseacre Farms. Additionally, when sourcing contractors and suppliers, we will proactively research and identify those that meet the criteria above. Our website and social media presence will clearly promote

our the priority that will be given to individuals or business owned by or whose employees are predominantly minorities, women, veterans, people with disabilities and people who are LGBTQ+.

1. Wiseacre Farm will give priority to individuals or business owned by or whose employees are predominantly minorities, women, veterans, people with disabilities and people who are LGBTQ+ for the services that we require.
  - a. We will promote this priority when sourcing these service providers.
2. To the extent possible, Wiseacre Farm will give priority to Licensed Marijuana Establishments owned by or whose employees are predominantly minorities, women, veterans, people with disabilities and people who are LGBTQ+ with wholesale agreements.
  - a. We will promote this priority when sourcing wholesale partners.

### **Evaluation**

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Wiseacre Farm realizes that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our goals.

60 days prior to our license renewal, and annually thereafter, we will produce a comprehensive report on this plan which will outline the metrics and whether we have met our goals. This report will be made available to the Commission and will include the following data:

1. The number and percentage of our service providers who are individuals or business owned by or whose employees are predominantly minorities, women, veterans, people with disabilities and people who are LGBTQ+.
2. The number and percentage of our wholesale partners that are Licensed Marijuana Establishments owned by or whose employees are predominantly minorities, women, veterans, people with disabilities and people who are LGBTQ+.

If it is found that our plan is not reaching our goals, we will reevaluate the plan and make necessary changes. We may include outside consultants and professionals in this reevaluation.



# Wiseacre Farm Maintaining of Financial Records Policy and Procedure

Application # MCN281406

## **Intent**

Wiseacre Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for Wiseacre Farm employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

## **Purpose**

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

## **Policy**

Wiseacre Farm financial records will be kept and maintained according to generally accepted accounting principles. The Managers are responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Wiseacre Farm will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Wiseacre Farm financial/business records will be available for inspection to the Commission upon request.

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

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

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

- Wiseacre Farm will engage, to the extent possible, a banking relationship in

Massachusetts to provide banking services for our company.

- Wiseacre Farm will use up to date financial software programs for all financial transactions.
- Wiseacre Farm does not plan to make cash transactions with other Marijuana Establishments. All transactions are intended to be done through traditional banking transactions including checks, wire transfers or credit cards.
- On an annual basis Wiseacre Farm will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Wiseacre Farm finances (books).
- Wiseacre Farm will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

#### **Access to the Commission**

Wiseacre Farm electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

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

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

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

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

# Wiseacre Farm Personnel Policies Including Background Checks

Application # MCN281406

## **Intent**

Wiseacre Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“the Commission”) or any other regulatory agency.

To provide clear and concise instructions for Wiseacre Farm employees regarding Personnel Policies that are in compliance with the Regulations

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant will all regulations and laws.

## **Personnel Records**

Wiseacre Farm will Maintain the following Personnel Records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Wiseacre Farm agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with Wiseacre Farm and shall include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - Documentation of periodic performance evaluations;
  - A record of any disciplinary action taken; and
  - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and

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

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Wiseacre Farm Management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Wiseacre Farm Management agents who require access. These records will be made available for inspection by the Commission upon request.

### **Wiseacre Farm Agents**

All Wiseacre Farm board members, directors, employees, executives, managers or volunteers will register with the Commission as a Wiseacre Farm Marijuana Establishment Agent (“Wiseacre Farm Agent”). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Wiseacre Farm Agents shall;

- Be 21 years of age or older;
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Wiseacre Farm will submit to the Commission an application for every Wiseacre Farm Agent, this application will include;

- The full name, date of birth, and address of the individual;
- All aliases used previously or currently in use by the individual, including maiden name, if any;
- A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- An attestation that the individual will not engage in the diversion of marijuana products;
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- Background information, including, as applicable:
  - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

- A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
- A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
- A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- Any other information required by the Commission.

The Wiseacre Farm COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Wiseacre Farm seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Wiseacre Farm will notify the Commission no more than one business day after a Wiseacre Farm agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Wiseacre Farm will renew each Wiseacre Farm Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a Wiseacre Farm Agent registration card, Wiseacre Farm will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All Wiseacre Farm Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

### **Background Checks**

Wiseacre Farm will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

**Application Process-** During the application process Wiseacre Farm will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

- The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);

- Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - The individual's full legal name and any aliases;
  - The individual's address;
  - The individual's date of birth;
  - A photocopy of the individual's driver's license or other government-issued identification card;
  - A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- Relevant Background Check Information. Applicants for licensure will also be required to supply information detailing involvement in any criminal or civil or administrative matters:
  - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
  - A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
  - A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license,

registration, or certification;

- A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- Any other information required by the Commission.

Wiseacre Farm will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

**Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process Wiseacre Farm will submit Marijuana Establishment Agent applications for all required individuals. Wiseacre Farm will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

### **Equal Employment Policy**

It is the policy of Wiseacre Farm to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Wiseacre Farm expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Wiseacre Farm will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Wiseacre Farm operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Wiseacre Farm in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Wiseacre Farm

provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Wiseacre Farm may require medical certification of both the disability and the need for accommodation. Keep in mind that Wiseacre Farm can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Wiseacre Farm will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

#### *Anti-Harassment and Sexual Harassment Policy*

Wiseacre Farm seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Wiseacre Farm's employees to perform their expected job duties is not tolerated.

It is illegal and against Wiseacre Farm's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Wiseacre Farm will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Wiseacre Farm will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to progressive discipline, up to and including discharge, for any act of sexual harassment they commit.

Wiseacre Farm will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.



Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

**The Massachusetts Commission Against Discrimination ("MCAD")** One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

#### Americans with Disability Act

Wiseacre Farm strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Wiseacre Farm judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Wiseacre Farm will provide reasonable accommodations to any persons with disabilities who require them, who advise Wiseacre Farm of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

#### Drug/Alcohol Free Workplace

Wiseacre Farm is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Wiseacre Farm's premises or while using Wiseacre Farm vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation

of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

#### *Smoke Free Workplace*

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

#### *Employee Assistance Policy*

To help employees in circumstances where counseling services would be helpful, Wiseacre Farm will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

#### **Dismissal of Wiseacre Farm Agents for Certain Violations**

If a Wiseacre Farm Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. Diverted marijuana;

- Engaged in unsafe practices with regard to operation of the Marijuana Establishment; or
- Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority

The President will immediately be notified of any of these instances. The President will make a detailed report of the event the notify the Commission within 24 hours. In the case of a Wiseacre Farm Agent who has diverted marijuana, the President will also notify local law enforcement within 24 hours of the occurrence.

#### **Employee Handbook**

Wiseacre Farm will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Wiseacre Farm, LLC. These subjects will include, but not be limited to;

- The Wiseacre Farm Mission and Vision
- Organizational Structure
- General Employment Policies
- Employee Categories
- Conflicts of Interest
- Access to Personnel Files
- Performance Evaluations
- Hours of Work
- Compensation

- Benefits
- Code of Conduct
- Discipline
- Dispute resolution within workplace
- Training

# Wiseacre Farm Qualifications and Training Policy and Procedure

Application # MCN281406

## **Intent**

Wiseacre Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB”) or any other regulatory agency.

To provide clear and concise instructions for Wiseacre Farm employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

## **Purpose**

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

## **Qualifications for a Wiseacre Farm Marijuana Establishment Agent**

The minimum requirements to become a Wiseacre Farm Marijuana Establishment Agent (“Wiseacre Farm Agent”) are outlined below. All Wiseacre Farm board members, directors, employees, executives, managers or volunteers will apply to the Commission as a Wiseacre Farm Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Wiseacre Farm Agents must;

- Be 21 years of age or older;
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Wiseacre Farm will develop a job description for all positions with the company. While all Wiseacre Farm Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

## **Mandatory Training of Wiseacre Farm Agents**

Pursuant to 935 CMR 500.105(2)(a) Wiseacre Farm will ensure all Wiseacre Farm Agents complete training prior to performing job functions. Training will be tailored to the role and

responsibilities of the job function.

- Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - Code of Conduct;
  - Marijuana Regulations;
  - Security and Safety;
  - Emergency Procedures/Disaster Plan;
  - Diversion of Marijuana;
  - Terminable Offences;
  - Confidential Information;
- Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
  - Alcohol, smoke and drug-free workplace;
  - Equal Employment Policy;
  - Anti-Harassment and Sexual Harassment Policy;
  - Americans with Disability Act;
  - Employee Assistance Policy; and
  - Diversity Plan
- After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training (“OJT”).
- All Wiseacre Farm Agents will receive a minimum of 8 hours of training annually.
- Wiseacre Farm will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Wiseacre Farm for at least one year after agents’ termination.
- When implemented and available, Wiseacre Farm will require all of its Agents to attend and complete a Responsible Vendor Training Program and designated as a “responsible vendor”
  - After the responsible vendor designation is applied each Wiseacre Farm owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
  - Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Wiseacre Farm will allow and

encourage them to attend on a voluntary basis.

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

### **Additional Training**

Wiseacre Farm will provide ongoing training and training opportunities to its employees. In addition to required training, Wiseacre Farm will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company's products. We will, additionally, encourage, but not require employees to participate in community outreach activities including, but not limited to educational outreach, outreach to prevent diversion to minors and community involvement activities.

# Wiseacre Farm Policy for Quality Control and Testing of Marijuana and Marijuana Products

Application # MCN281406

## **Intent**

Wiseacre Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB”) or any other regulatory agency.

To provide clear and concise instructions for Wiseacre Farm employees on Quality Control and Testing that are in compliance with the Regulations

Wiseacre Farm is committed to cultivating healthy, high quality disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. Wiseacre Farm will utilize Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

Wiseacre Farm will also implement an industry standard, robust Integrated Pest Management (“IPM”) program focusing on preventing pest problems rather than reacting to them. Preventing pest problems in a cultivation facility entails minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees.

Superb quality control and the testing of marijuana products are essential for the operation of the Wiseacre Farm Cultivation Facility. Wiseacre Farm uses best industry practices when it comes to quality control and product testing.

## **General Requirements**

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq., 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

All Products that Wiseacre Farm will sell or transfer to other Marijuana Establishments will be tested in accordance with the regulations and this policy.

Wiseacre Farm will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Wiseacre Farm will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste

management, prior to obtaining a final license under 935 CMR 500.103(2)

Wiseacre Farm will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

- The building envelope for our headhouse will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
- The Lighting Power Densities (LPD) for our cultivation space will be zero watts per gross square foot of active and growing space canopy.
- Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C. 403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
- Wiseacre Farm will establish documented safety protocols to protect workers and consumers (e.g., eye protection near any operating grow light).
- Wiseacre Farm understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

## Definitions

**Cultivation Batch** means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

**Independent Testing Laboratory** means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;



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

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

**Marijuana** means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

**Marijuana Products** means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or 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.

**Process or Processing** means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

**Production Batch** means a batch of finished plant material, cannabis resin, cannabis concentrate, or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

## **Quality Control- Sanitation Standard Operating Procedure (SSOP)**

### **Facility**

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

- All product contact surfaces will be smooth, durable and easily cleanable.
- The walls, ceiling and floors of all processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - There will be coving at base junctures that is compatible with both wall and floor

coverings. The coving should provide at least 1/4-inch radius and 4" in height.

- The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
- Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit will be at least 25 mm (2.5 cm) from the walls and ceilings.
- Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
- Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - Suspended lighting is constructed from non- corrodible and cleanable assemblies.
  - Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
  - All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
- Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
  - Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
- Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
  - Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
- The facility water supply comes from a pre-existing well supply and is sufficient for necessary operations.
- The facilities plumbing will be of adequate size and design, and adequately installed and

maintained to carry sufficient quantities of water to required locations throughout the facility.

- Plumbing shall properly convey sewage and liquid disposable waste from the facility.
- There will be no cross-connections between the potable and wastewater lines;
- The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
- All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

- All entrance and exit doors to the headhouse will be self-closing and rodent proof;
  - Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside
  - Foot baths and sticky mats are strategically placed throughout the facility to collect pest and contaminants from footwear
- Training
  - All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
- Traps for monitoring
  - Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
- Handling and storage of marijuana product or marijuana plant waste
  - All marijuana plant waste will be placed in the “Marijuana Waste” container located in each cultivation and processing area.
    - This container must be impervious and covered
  - At the end of every day the “Marijuana Waste” container must be emptied, and the contents transferred to the Marijuana Waste Room
  - All plant waste will be stored in the waste room in sealed containers until disposal
- Handling and storage of non-marijuana waste.
  - All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
    - Recyclable
    - Organic
    - Solid waste
  - At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await

pickup

- All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored  
in an area away from production, processing and storage areas.

### **Sanitation**

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

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
- The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
- The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
- Storage- Separate storage rooms will be utilized for finished marijuana products
- Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
  - Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
  - Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
  - Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing
- Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
- Manual Cleaning and Sanitizing- Equipment, utensils and product preparation surfaces will be cleaned and sanitized manually after every use using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
  - Equipment, utensils and preparation surface:
    - Prescrape surface to remove gross soils;
    - Wash surface with recommended strength solution of pot & pan detergent;
    - Rinse with water and wipe dry;
    - Using trigger sprayer bottle and a different wiping cloth, apply sanitizing

solution of sanitizer.

- Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
- Allow to air dry.

### **Personnel**

- Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the West Stockbridge Board of Health.
  - Wiseacre Farm will voluntarily comply with any and all isolation and/or quarantine orders issued by the West Stockbridge Board of Health, the Department of Public Health or the Commission.
  - Wiseacre Farm Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
    - Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
- All Wiseacre Farm Agents shall conform to sanitary practices while on duty, including
  - Maintain adequate personal cleanliness:  
Grooming:
    - Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
    - Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
      - Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
  - When entering the facility before work begins.
  - Immediately before preparing or processing products or handling equipment.

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

#### Proper Attire:

- Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- Wear apron or lab coat on site, as appropriate.
  - Do not wear apron or lab coat to and from work.
  - Take off apron or lab coat before using the restroom.
  - Remove apron or lab coat when leaving the production or processing area.
  - Change apron or lab coat if it becomes soiled or stained.
- Wear disposable gloves with any cuts, sores, rashes, or lesions.
- Wear gloves when handling products or product ingredients that will not be heated-treated.
- Wear gloves when packaging products
- Change disposable gloves as often as hand washing is required. Wash hands before donning and after discarding gloves.

#### Hair Restraints and Jewelry:

- Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.

- Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- Refrain from wearing jewelry in the food/product production and processing area.
  - Only a plain wedding band.
  - No necklaces, bracelets, or dangling jewelry are permitted.
  - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

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

Smoking, eating, and gum chewing:

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

**HACCP- Hazard Analysis and Critical Control Point**

Wiseacre Farm will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that Wiseacre Farm will produce. Once operational Wiseacre Farm will:

- Assemble the HACCP team
- Describe the product and its distribution
- Describe the intended use and consumers of the product
- Develop a flow diagram which describes each process
- Verify the flow diagram
- Conduct a hazard analysis for each product (Principle 1)
- Determine critical control points (CCPs) for each product (Principle 2)
- Establish critical limits (Principle 3)
- Establish monitoring procedures (Principle 4)
- Establish corrective actions (Principle 5)
- Establish verification procedures (Principle 6)
- Establish record-keeping and documentation procedures (Principle 7)

## **Training**

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

- All employees will be trained on basic plant safety prior to or during the first day of employment.
  - Include basic product safety training as part of new employee orientation.
  - The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- All employees engaging in the trimming or packaging will be trained and certified in;
  - A nationally accredited Food Handler Program (i.e. ServSafe)
- Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
- Require at least one Agent to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
- Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
- Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
- Document the content of all training sessions and attendance.
- File documentation in HACCP records.

## **Testing of Marijuana and Marijuana Products**

Wiseacre Farm sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the “*Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries*” (“the Protocol”) published by DPH.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the “*Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*” published by the DPH.

Wiseacre Farm will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation



(ILAC) Mutual Recognition Arrangement. Any Laboratory that Wiseacre Farm contracts with will be Licensed by the Commission prior to Wiseacre Farm contracting them for testing services.

Sampling of marijuana for testing will be done in accordance with the Protocol as follows:

- Label
  - Label each Sample Container with the Production Batch ID, date and time of sampling, and sampler's initials
- Fill out the Chain of Custody (see sample below)
  - List the same info on the chain of custody
  - One sample ID goes on one line
  - Check the appropriate boxes
    - Make sure date and time stamp are filled in
- Sampling
  - Heaping an adequately mixed and homogenized product into a square shape
  - Divide the heap into four equal quarters
  - Select samples from two of the opposite quarters, which are mixed and sampled
    - The remaining quarters will then be combined and mixed and used for microbiological and contaminant testing
    - Repeat the quartering process until the required quantity is obtained (Determined by the Testing Lab)
- Storing Sample
  - Store samples in a cool, dry location until samples are picked up by a Testing Lab courier
- All Testing samples will be recorded in the Metrc system.

The testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with the Wiseacre Farm policies and procedures and 935 CMR 500.105(13) if applicable. We will also ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11). Any and all excess Wiseacre Farm marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the Wiseacre Farm Facility for disposal or by the Independent Testing Laboratory disposing of it directly

Wiseacre Farm will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

- Cannabinoid Profile

- Contaminants as specified by the Department/Commission including, but not limited to:
  - Mold
  - Mildew
  - Heavy metals
  - Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
  - Bacteria
  - Fungi
  - Mycotoxins.

Wiseacre Farm will maintain the results of all testing for no less than one year.

Wiseacre Farm will arrange for testing to be conducted in accordance with the frequency required by the Department/Commission.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results. Wiseacre Farm will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

This policy will be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

### **Quality Control Testing**

Wiseacre Farm will submit duplicate testing samples for quality control purposes. These samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid marijuana collected.

These duplicate samples will be collected and analyzed for each analytical method performed on the samples.

These duplicate samples will not be identified to the laboratory (blind QC).

### **Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits**

If a laboratory test result indicates that a Wiseacre Farm marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) Wiseacre Farm will:

- Immediately segregate the cultivation or production batch and evaluate next steps.
  - Using the flowchart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
    - Retest the Cultivation/Production Batch
    - Remediate the Cultivation/Production Batch

- Dispose of Cultivation/Production Batch
- If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
- If it is determined that the Production Batch cannot be remediated, it will be disposed of.
- In the case of disposal under 1 and 2 above the Wiseacre Farm Cultivation Manager or Designee will:
  - Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
  - The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- In the case of any test result that indicates that a Wiseacre Farm marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manager or designee will conduct an assessment of the source of the contamination.
  - This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
  - The assessment should include a corrective action plan and be shared as a training tool with all Wiseacre Farm agents.

### **Sampling of Media for Testing**

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. Wiseacre Farm will contract an approved environmental testing laboratory for the purposes of testing all of our environmental media and water. Follow the process outlined in the “*Sampling Instructions for Massachusetts DPH Medical Marijuana Program*” form below.

Supplies Needed: Sample Form, Chain of Custody, Pen. Marker, Ziploc bag

- Label
  - Label each Ziploc bag with the sample ID, date and time of sampling, and sampler’s initials
- Fill out the Chain of Custody
  - List the same info on the chain of custody
  - One sample ID goes on one line

- Check the appropriate boxes
- Make sure date and time stamp are filled in
- Sampling
  - Fill the Ziploc sample bag with 8 oz. of soil/media
  - Tightly seal the sample bag
- Storing Sample
  - Store samples in a cool, dry location until samples are picked up by a NET Lab courier
- Quality Assurance will perform routine audits and analysis of report from the testing lab.

### **Sampling of Water for Testing**

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Cultivation Manager is responsible for all water sampling to meet the compliance criteria. Wiseacre Farm will contract with an approved environmental testing laboratory for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”* Wiseacre Farm will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. We will follow the process outlined in the “Sampling Instructions for Marijuana Testing” form below.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

- Metals;
- Pesticides; and
- Bacteriological

### **Collecting Water Samples**

- Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
- Prior to Sample Collection. The Cultivation Manager or designee will assemble all equipment and information needed before beginning.
  - Items to assemble before sampling include, but are not limited to, the following:
    - Sample collection plan or diagram of locations to ensure representative sample collection
    - Logbook or sample collection forms
    - Chain-of-custody forms (COCs) (See below)

- Disposable gloves
- Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
- Sample containers appropriate for the analyses required;
  - These will be supplied by the lab.
- Container labels and pen with indelible ink; and
- Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
- Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
- Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
- Sample collection personnel shall identify or determine the number and location of water samples to be collected
  - Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.
  - Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
  - In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
- Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
- Preparing sample labels and affixing them to sample containers immediately before sampling.
  - Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is

a grab or composite sample, and preservation (if applicable).

- Sample Collection. Collect the planned samples from each sample location one at a time:
  - Don gloves to mitigate potential for contamination of samples
  - Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
  - Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
  - For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
  - Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
  - Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure that the tap or spigot does not contact the sample container.
  - Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
  - Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
  - Chain-of-custody paperwork should be completed immediately prior to shipment.
- Sample Handling
  - After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
  - Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
  - All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
  - Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.
- Sample Storage
  - Samples should be refrigerated or maintained on ice ( $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$ ) until they are shipped to the analytical laboratory.
  - Placing the samples in airtight containers with minimal headspace preserves

samples by minimizing moisture loss and chemical exchange between the sample medium and air.

- In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

## Sampling Instructions for Environmental Media and Water

### ***For a full suite of analyses on a water sample:***

At each sample point, label one of each of the following bottles with the sample ID, date and time of sampling and sampler's initials:

1. One 1-L amber glass jar with no preservative
2. One 16-oz plastic bottle with no preservative
3. One 16-oz plastic jar, pre-preserved with HNO<sub>3</sub>. Note: HNO<sub>3</sub> is nitric acid. Use caution when filling bottle.
4. Three sterile cups. Make sure each label has the sample ID and one of the three bacteria tests (TC, HPC, and FC). Each of these tests require an individual bottle.

Fill out the Chain of Custody with the same information as on the bottle labels. Note: One sample ID goes on one line. Each individual bottle does not require its own line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct.

At each sampling point, fill all six bottles **completely**. Do not touch the inside of the sterile cups or their caps or put the caps down on a dirty counter. Make sure all bottles are tightly capped and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

### ***For a full suite of analyses on a soil sample:***

At each sample point, label one sandwich sized Ziploc or 8-oz glass jar with the sample ID, date and time of sampling and sampler's initials

Fill out the Chain of Custody with the same information as on the labels. Note: One sample ID goes on one line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct.

At each sampling point, fill one container completely. Make sure containers are tightly sealed and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

**Sample Chain of Custody form for Media/Soil Sampling**

**Sample Chain of Custody form for Water Sampling**



# Wiseacre Farm Record Keeping Procedure

Application # MCN281406

## **Intent**

Wiseacre Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB”) or any other regulatory agency.

To provide clear and concise instructions for Wiseacre Farm employees regarding Record Keeping that are in compliance with the Regulations

## **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

## **Access to the Commission**

Wiseacre Farm electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

## **Types of Records**

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

- Operating procedures as required by 935 CMR 500.105(1)
  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - Plans for quality control, including product testing for contaminants in

compliance with 935 CMR 500.160;

- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- A policy for the immediate dismissal of any marijuana establishment agent who has:
  - Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that shall include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- Operating procedures as required by 935 CMR 500.120(12);

- Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
- Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
- Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
- Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- Inventory records as required by 935 CMR 500.105(8); and
- Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of

presenters;

- Documentation of periodic performance evaluations;
  - A record of any disciplinary action taken; and
  - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe work conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030
- Business records, which shall include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
  - Waste disposal records as required under 935 CMR 500.105(12); and
  - Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
  - Responsible vendor training program compliance records.
  - Vehicle registration, inspection and insurance records.

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

# Wiseacre Farm Policy for Restricting Access to Age 21 and Older

Application # MCN281406

## Intent

Wiseacre Farm Cultivation operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

## Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

## Definitions

**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

## Responsibilities

The Wiseacre Farm Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Wiseacre Farm are over the age of 21.

## Access to the Facility

The Wiseacre Farm cultivation facility located at 276 Great Barrington Rd., D West Stockbridge, MA allows only the following individuals access to our facility.

- Wiseacre Farm Agents (including board members, directors, employees, executives, managers, or volunteers)

- Must have a valid Agent Registration Card issued by the Commission
- All Wiseacre Farm Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
- Visitors (including outside vendors and contractors)
  - Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
    - If there is any question as to the visitors age, or of the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
  - After the age of the visitor is verified they will be given a Visitor Identification Badge
  - Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
  - Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
    - The visitor log will be available for inspection by the Commission at all times
- Access to the Commission, Emergency Responders and Law Enforcement.
  - The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
    - Representatives of other state agencies of the Commonwealth; and
    - Emergency responders in the course of responding to an emergency.
    - Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
  - Individuals described above in this policy will be granted immediate access to the facility.



# Policy for Separating Recreational from Medical Operations

Application # MCN281406

**Not Applicable**

Wiseacre Farm, Inc. is not a Medical Marijuana Treatment Center or Existing RMD Applicant



# Wiseacre Farm Plan for Positive Impact

Application # MCN281406

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Wiseacre Farm, Inc. is a small, Tier 1 Cultivator and is planning operating as a traditional agricultural farm. We will operate with the minimal number of employees and only operate 8-9 months out of the year. To the extent possible, Wiseacre Farm is committed to allowing people from areas of disproportionate impact experience a positive impact from the operation of our Marijuana Establishment. We understand that some communities and populations have been disproportionately affected by cannabis prohibition and enforcement. Marijuana prohibition and enforcement has produced profoundly unequal outcomes for these communities with higher arrest and incarceration rates.

Through its regulations the Commonwealth of Massachusetts and the Cannabis Control Commission has required the promotion and encouragement of full participation in the marijuana industry by people from communities that have been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. To this end, Wiseacre Farm, to the extent that is practical, is also committed to employing, partnering with, and providing programs that will help reverse the negative impacts that marijuana prohibition has had on populations in areas of disproportionate impact.

Wiseacre Farm will comply with the requirements of 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 Wiseacre Farm will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The specifically named organization in this plan has been contacted and will accept the donations for money and time we plan on making and will work with Wiseacre Farm in the furthering of their goals.

Being a small, agricultural operation with three or less employees, Wiseacre Farm will not be able to participate in typical programs that larger company's utilize for Positive Impact Plans.

Our plan to positively impact areas of disproportionate impact will impact past or present residents of a geographic "areas of disproportionate impact," specifically the City of Pittsfield.

## **GOALS**

1. Provide Donations of money and time to one or more non-profits whose missions are improving a disproportionately impacted areas, specifically Pittsfield .

## **COMMUNITY SERVICE PARTNER PROGRAM**

Wiseacre Farm has chosen a non-profit in an area of disproportionate impact whose mission is to improve the community.

Wiseacre Farm will provide all of its Agents with 10 hours of paid volunteerism to this non-profit annually. We will begin this paid volunteerism within 90 days of receiving our Provisional License from the Commission. Additionally, Wiseacre Farm will donate a minimum for \$1000 annually to this non-profit. The first \$1,000 donation will be made with 60 days of receiving our Provisional

License from the Commission. A second \$1,000 donation will be made 6 months after the first donation. As profits increase our donation to this non-profit will increase.

Wiseacre Farm has identified the following non-profit to partner with:

**Central Berkshire Habitat for Humanity-** A Pittsfield based affiliate of Habitat for Humanity International, a global nonprofit housing organization working in nearly 2100 communities across the United States and in 70 countries around the world. Habitat for Humanity affiliates are local Habitat for Humanity organizations that act in partnership with and on behalf of Habitat for Humanity International. Each Habitat affiliate coordinates and pays for all aspects of Habitat home building in its local area.

#### **MEASURING POSITIVE IMPACT ON COMMUNITY**

Creating a positive impact on areas of disproportionate impact is fundamental to responsible business ownership. It is Wiseacre Farm's intent to make Positive Impact performance indicators a key factor in determining success.

60 days prior to our license renewal, and annually thereafter, we will produce a comprehensive report on this plan which will outline the metrics and whether we have met our goals. This report will be made available to the Commission and will include the following data:

1. The number of hours that Wiseacre Farm Agents have volunteered to the previously named non-profit; and
2. The amount of money donated to the previously named non-profit.



October 7, 2019

Jon Piasecki, ASLA, FAAR  
Wiseacre Farm, Inc.  
P.O. Box 808  
Housatonic, MA  
01236

Dear Jon:

I am writing to let you know we would be happy to receive an annual donation from your cannabis business after you sell your harvest in the fall.

Thank you for informing Habitat that Wiseacre Farm, Inc. is part of the mission of the cannabis laws in Massachusetts, which are here to provide social equity in the new cannabis sector. Habitat is pleased to know you are donating to charitable organizations that serve the community targeted by the Cannabis Control Commission.

Habitat works with families to help them acquire the access, skills and financial education necessary for them to be successful homeowners. By partnering with us, families seize the opportunity and possibility that decent, affordable housing represents.

Together, we are building strength, stability and self-reliance through shelter

My sincerest thanks,

A handwritten signature in blue ink that reads "Carolyn Valli".

Carolyn Valli  
C.E.O.