

**LAZY RIVER PRODUCTS**



**MARIJUANA RETAIL  
ESTABLISHMENT**



**SELECT BOARD**  
**TOWN OF TEWKSBURY**  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

**RETAIL MARIJUANA LICENSE APPLICATION**

Massachusetts General Law, Chapter 94G and 935 CMR 500 govern marijuana establishments including retail marijuana licenses.

**A. General Information:**

1. List of all Persons or Entities Having Direct or Indirect ownership:

William Cassotis, Mark Leal, Kevin Platt

2. List of all persons or entities contributing capital resources:

William Cassotis, GFA Federal Credit Union

3. Disclosure and documentation of any out-of-state or in-state marijuana-related business interests for any individual or entity associated with the application:

In State Cannabis Manufacturing, Cultivation and Retail located in Dracut, MA  
located at 149 Broadway Road Dracut, MA 01826

4. The proposed address of the marijuana retail sales operation along with property interest documentation:

553 Main Street, Unit 2 Tewksbury, MA 01876

5. Bond or Escrow Account: Escrow

6. Massachusetts Business Identification Number and any D/B/A information, if applicable:

7. Emergency Contact(s) phone and email:

Wcassotis@lazyriverproducts.com

978-549-2266

8. Proposed timeline to become operational:

Q4 2023

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**B. Required Attachments:**

1. Certificate of Tax Compliance from the Tewksbury Town Treasurer
2. Draft Host Community Agreement
3. Community Outreach Meeting Attestation Form with supporting documentation
4. Copy of Articles of Organization and Bylaws/Operating Agreement
5. Plan to remain compliant with local zoning/ordinances
6. Business Plan
7. Plan to obtain limited liability insurance
8. Summaries of following Operating Plans, Policies, and Procedures:
  - a. Security Plan
  - b. Inventory Plan
  - c. Storage Plan
  - d. Transportation Plan
  - e. Plan to Restrict Access to 21 Years of Age
  - f. Prevention of Diversion Plan
  - g. Quality Control and Testing Procedures
  - h. Personnel Policies
  - i. Record Keeping Policies
  - j. Maintenance of Financial Records Policy
  - k. Qualifications and Intended Training
  - l. Diversity Plan
  - m. Energy Compliance Plan
  - n. Marijuana Retailer and Marijuana Delivery Operator plan to obtain marijuana and marijuana products and dispensing plan
  - o. Plan for Positively Impact Disproportionately Harmed People



# TOWN OF TEWKSBURY

TOWN HALL  
11 TOWN HALL AVE.  
TEWKSBURY, MASSACHUSETTS 01876



OFFICE OF TREASURER/COLLECTOR

978-640-4340  
Fax: 978-851-4190

May 5, 2023

Lazy River Products  
145 Broadway Road  
Dracut, Ma 01826

To Whom It May Concern:

A request for current tax status was made on behalf of Lazy River Products located at 145 Broadway Road, Dracut, MA 01826. Lazy River Products is leasing the property located at 553 Main Street, Unit 2, Tewksbury, Ma 01876. Currently, both the business and property are current with the Town of Tewksbury. All taxes are satisfied. If I can be of further service, do not hesitate to contact me directly at 978-640-4340.

Respectfully,

Kelly Odams  
Treasurer / Collector  
11 Town Hall Avenue  
Tewksbury, MA 01876



**SELECT BOARD  
TOWN OF TEWKSBURY  
TOWN HALL  
1009 MAIN STREET  
TEWKSBURY, MASSACHUSETTS 01876**

TODD R. JOHNSON, ESQUIRE, CHAIR  
JAMES F. MACKEY, III, VICE CHAIR  
PATIRICK HOLLAND, CLERK  
MARK KRATMAN, MEMBER  
JAYNE E. WELLMAN, MEMBER

(978)-640-4300  
FAX (978) 640-4302

**LEGAL NOTICE**

**TOWN OF TEWKSBURY**

Notice is hereby given that the Select Board will conduct a public hearing in accordance with Select Board Regulation Article 37 Marijuana Retail Sales License Policies and Regulations, on June 12, 2023 at 7:00 p.m. at Town Hall, 1009 Main Street, Tewksbury, MA 01876 on the application of Lazy River Products, LLC, d/b/a Lazy River Products, for a license to operate as a Marijuana Retailer on premises located at 553 Main Street, Unit 2, Tewksbury, MA consisting of an area of approximately 8,700 SF building.

Input is welcome from the public. The Select Board recommends that comments be submitted in writing to the Select Board, Town Hall, 1009 Main Street, Tewksbury, MA, 01876 on or before noon time Thursday, June 8, 2023.

Todd Johnson, Esquire, Chair  
Select Board

## Host Community Agreement

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Lazy River Products - Tewksbury, LLC, a Massachusetts limited liability company with a principal office address of 553 Main Street, Unit 2 Tewksbury, MA 01876 (the "Retailer") and the Town of Tewksbury, a municipal corporation with a principal address 1009 Main St, Tewksbury, MA 01876 ("the Town").

WHEREAS, the Retailer intends to apply for a license issued by the Massachusetts Cannabis Control Commission ("CCC") to operate as a co-located Marijuana Retailer and Medical Marijuana Treatment Center at 553 Main Street, Unit 2 in the Town (the "Premises"), as pursuant to M.G.L. c. 94G, § 1 et seq., M.G.L. c. 94I, § 1, et. seq., and the regulations thereunder, 935 C.M.R. 500.000 & 501.000 et seq. (collectively, "the Regulations");

WHEREAS, the Retailer currently operates as a Marijuana Retailer (CCC License #: MR282562), Product Manufacturer (CCC License #: MP281644), and Cultivator (CCC License #: MC282085) in the Town of Dracut;

WHEREAS, the Retailer's CCC licenses and HCA with the Town of Dracut are all in good standing;

WHEREAS, the Retailer intends to file applications for Site Plan Review, pursuant to Section 3.6 of the Town's Zoning Ordinance, to operate as a Marijuana Retailer at the Premises and a Marijuana Retail Sales License pursuant to Article XXXVII of the Board of Selectmen Regulations, and any other approvals required by the Town;

WHEREAS, the Retailer has conducted a Community Outreach Meeting consistent with 935 C.M.R. 500.101(1)(a)(9) and Article XXXVII of the Board of Selectmen regulations in the Town on Monday November 7<sup>th</sup> at 6:30pm;

WHEREAS, the operation of the Retailer will impact Town resources in ways unique to the business of operating such an establishment and will draw upon Town resources in a manner not shared by the general population.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Town and the Retailer agree as follows:

1. License and Permit Requirements. At all times after receipt of all required licenses and permits, the Retailer shall possess and maintain both a current valid license issued by the CCC to operate as a Marijuana Retailer and Medical Marijuana Treatment Center as defined by G.L. c. 94G, § 1 and G.L. c. 94I, § 1, at the Premises, a Marijuana Retail Sales License issued by the Tewksbury Board of Selectmen, and a Site Plan Review by the Planning Board to operate as a Marijuana Retailer at the Premises, and shall be in compliance with any and all conditions established by said licenses and/or permits and all other applicable state and local laws, rules, and regulations. The requirements of this Agreement shall be considered minimum requirements and shall in no way limit otherwise lawful condition(s) of a license issued by the CCC, Tewksbury Board of Selectmen or a Site Plan Review by the Planning Board.
2. Annual Commitments. In addition to the Community Impact Fee (as defined in Section 12 of this Agreement), Retailer represents and warrants that it will perform the following services and meet the following obligations.

- a. Local Excise. The Retailer shall collect and pay to the Town, in the exact manner required by all applicable laws, regulations, and policies, the 3% municipal tax provided in G.L. c. 94G.
- b. Annual Meeting. The Retailer shall schedule an annual meeting every July with the Board of Selectmen, or their designee, to review the previous year's operations in the Town and shall schedule and attend any such other meetings upon request of the Board of Selectmen, or their designee.
- c. Community Outreach and Mitigation. The Retailer shall develop a community impact mitigation plan for the operation of the Retailer based upon, at minimum, documented feedback received at the Community Outreach Meeting required by 935 C.M.R. 500.101(1)(a)(9), proceedings before the Board of Selectmen on its Marijuana Retail Sales License application, proceedings before the Planning Board, to address concerns, if any, and minimize impacts to the neighborhood and community as a whole, to be reviewed with the Town at the Annual Meeting and updated as necessary to address any future Town or community concerns that may arise. At least annually, during Retailer's first two years of operation, Retailer shall convene a public meeting with notice provided to abutters, Town departments, and other stakeholders to discuss community impact mitigation.
- d. Community Giving. Among other efforts, Retailer represents that it will, though it shall not be required to:

- i. Donate \$10,000 to not-for-profit organizations serving the Town in its first year of operation, and \$15,000 for each year of operations thereafter.
  - ii. Join the Tewksbury/Wilmington Chamber of Commerce.
  - iii. Provide wall space in the Premises and, to the extent permitted by law, in Retailer's marketing materials, for local businesses in the Town to promote themselves at no cost.
  - iv. Provide space in the Premises to host an annual Coat, Blanket and School Supplies drive in coordination with local charitable and religious organizations serving impoverished Town residents.
- e. Main Street Cleanup Project. At least once per calendar year, Retailer will sponsor at its own cost a "Main Street Cleanup" day. Employees at Retailer will be given paid time off to participate.
- f. Improvements to Retailer Site. If Retailer makes capital improvements to the Premises, such improvements shall use commercially reasonable efforts to improve and/or complement the general design aesthetic of the neighborhood, and be consistent with the Town's design guidelines and zoning code, and ensure energy efficiency. To the extent practicable, the Retailer's power supply shall use renewable resources.
- g. Community Education. If requested by the Town and upon reasonable notice, the Retailer will provide qualified employees to participate in Town-

sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with Town departments, including public safety.

- h. Local Vendors and Employees. The Retailer will make best efforts, in a legal and non-discriminatory manner, to hire qualified Tewksbury residents as 50% of its total full-time employees and give priority to Tewksbury-based vendors, businesses, suppliers, contractors, and builders in the provision of goods and services called for in the construction, maintenance, and continued operation of the Retailer. The Retailer shall provide the Town with an annual report, together with its Annual Filing, indicating the percentage of Tewksbury-based employees hired.
- i. Security. The Retailer agrees to cooperate with the Tewksbury Chief of Police in the development of a security plan. The Retailer further agrees to meet with the Police Chief annually to review the security plan and determine whether any changes or alterations should be made. Upon the request of the Town, the Retailer shall meet with the Tewksbury Police Department to review the Retailer's security plan, operational concerns or other issues and shall report to the Police within 24 hours of becoming aware of: diversion of marijuana, inventory discrepancies, theft, loss or other criminal action, discrepancy in weight or inventory during transportation, vehicle accidents, diversions, losses or other reportable incidents that occur during transport, any suspicious act involving sale, cultivation, distribution, process or production of marijuana, unauthorized destruction of marijuana, loss or unauthorized

alteration of the Retailer's records, alarm activation or other event that requires public safety personnel to respond, failure of security alarm due to power loss or mechanical failure expected to last longer than eight hours, and any other breach of security. The Retailer will site interior and exterior security cameras in coordination with the Tewksbury Police Department, including at least two (2) cameras located so as to provide an unobstructed view in each direction of the public way(s) on which the facility is located, and provide unimpeded access to all security camera feeds to the Tewksbury Police Department, provided that the Retailer shall not be responsible for equipment, software or any other costs borne by the Town of Tewksbury. The Retailer shall comply with all CCC requirements regarding Criminal Offender Record Information (CORI) review for any new individual for whom the Retailer seeks a marijuana establishment agent registration (as defined by 935 CMR 500.002 as may be amended from time to time).

3. Inspections. Subject to applicable law, members of the Town Police, Fire, Health, and Inspectional Services Departments may inspect the Retailer's marijuana establishment to determine the Retailer's compliance with applicable statutes, ordinances, codes, conditions, rules, or regulations. Inspections by such departments may be made at other times to investigate complaints or suspected non-compliance issues, subject to applicable law.
4. Restrictions on Sales. The Retailer shall refuse to complete a transaction with any customer if the customer appears to be under the influence of drugs or alcohol. The

Retailer shall verify the legal age of all customers in accordance with applicable law prior to the customer being admitted into the facility and again prior to the completion of a transaction.

5. On-site Consumption. The Retailer agrees to prohibit on-site consumption of marijuana or marijuana-infused products at the Retailer
6. Effective Date and Term. This Agreement shall take effect on the date upon which the Agreement has been duly executed by both parties (the “Effective Date”). The Agreement, in accordance with G. L. c. 94G, § 3(d)(d)(i) as amended by Chapter 180 of the laws of 2022 § 10, shall continue in effect until the eighth (8) anniversary of the date of the Retailer’s commencement of operations at the Premises (“Operations Commencement Date”) or for so long as the Retailer operates at the location, whichever is earlier.
7. Support. The Town agrees to submit to the CCC, or such other state licensing or regulatory authority, as the case may be, a certification of compliance with applicable local ordinances relating to the Retailer’s application for a CCC license, where such compliance has been properly demonstrated.
8. Annual Filing. Retailer shall submit a certification of its annual gross sales to the Town. Retailer shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years or as otherwise required by the Massachusetts Public Records Law, as may be amended from time to time. Upon

request by the Town, the Retailer shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license. During the term of this Agreement and for three (3) years following the termination of this Agreement, the Retailer shall agree, upon request of the Town, to have its financial records examined. The review of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

9. Automatic Termination. All rights and obligations under this Agreement are expressly conditioned upon the Retailer's receipt of a Final License from the CCC to operate as a Marijuana Retailer, as well as the Retailer receiving all necessary local approvals.
10. Termination for Cause or Default. The Town may terminate this Agreement for cause or default at any time by giving at least thirty (30) days' written notice to the Retailer. For purposes of this Agreement, cause and/or default is limited to (a) breach of any material term, condition, or provision of this agreement; or (b) expiration, loss, revocation, and/or nonrenewal of the Retailer's CCC license, or the suspension, violation, or loss of any local approval. In the event of the Retailer's default or failure to perform any obligation under this Agreement, the Town shall give the Retailer written notice thereof, which notice shall include in reasonable detail the facts pertaining to the default and the Retailer shall have thirty (30) days after written notice from the Town to cure such default; provided, however, if the default cannot be cured within thirty (30) days of such written notice and the Retailer is making good faith

efforts to cure such default, the Retailer shall have another thirty (30) days in which to cure such default. This cure period shall not and does not, however, in any way authorize the Retailer to continue to operate if the default pertains to the expiration, suspension, loss, revocation, and/or nonrenewal of the Retailer's CCC license, or revocation or violation of any local approval.

11. Taxes. At all times during the term of this Agreement, property, both real and personal, owned or operated by the Retailer shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Retailer or by its lessor. Notwithstanding the foregoing, (i) if real or personal property owned, leased, or operated by the Retailer is determined to be non-taxable or partially non-taxable; or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined by M.G.L. Chapter 59, Section 38; or (iii) if the Retailer is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Retailer shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption. Nothing herein shall be construed to exempt the Retailer from payment of local, state, and federal taxes. All taxes and charges owed to the Town shall be paid on a current basis.

12. Impact Fee.

- (a) The parties anticipate that the Town will incur additional costs arising out of the Retailer's marijuana establishment at the Premises and that there will be impacts on municipal services, personnel, and facilities, including but not limited to: (i) additional responses to activity by the Town's Police Department, including public safety personnel overtime cost; (ii) added traffic and/or parking control, measures, and enforcement; (iii) use of Town resources to promote substance abuse education and assistance programs; (iv) expenditure of Town resources for communications with the Retailer on matters pertaining to the operation of the Retailer, including but not limited to security and alarm personnel; (v) public health and/or substance abuse prevention services; (vi) expenditure and/or devotion of additional Town resources required for administrative, inspectional, planning, legal, and permitting services required for the permitting and licensing of the Retailer and the monitoring of compliance with all statutes, ordinances, conditions, regulations, codes, and laws; and (vii) additional expenses and impacts, both direct and indirect.
- (b) Beginning on the Operations Commencement Date and only to the extent permitted by G. L. c. 94G, § 3(d) as amended by Chapter 180 of the Acts of 2022, the Retailer agrees to make payments to the Town in an amount not to exceed three percent (3%) of gross revenue of the Retailer's operations at the Premises (the "Impact Fee") to be paid within 30-days after receipt from the Town of the documentation required by G. L. c. 94G, § 3(d)(2)(iii)

memorializing impacts to the Town in an amount equal to or exceeding the Impact Fee The Parties expect they shall be required to submit this Agreement to the CCC to determine the lawfulness of this Section 12(b) in accordance with G. L. c. 94G, § 3(d)(3) as amended by Chapter 180 of the Acts of 2022.

(c) Any impact fee that is due, accrued, and/or otherwise owed shall remain due and owing notwithstanding the termination or expiration of this Agreement.

13. Town Regulatory Authority. Nothing herein shall affect, limit, and/or control the authority of Town officers, officials, employees, agents, boards, commissions, multiple member bodies and/or departments to carry out their respective powers and duties to decide upon a matter and/or to issue, or deny, applicable permits, licenses, and other approvals under the statutes, codes, and regulations of the Commonwealth of Massachusetts, the General and Zoning Ordinances of the Town, or applicable conditions, rules, or regulations of those boards, commissions, and departments, or to enforce said statutes, codes, conditions, rules, or regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits, licenses, or approvals, including, but not limited to, a Site Plan Review by the Tewksbury Planning Board, Marijuana Business License by the Board of Selectmen, or any approvals as may be necessary for the Retailer to operate in Tewksbury, or to refrain from enforcement action against the Retailer and/or its Retailer for violation of the terms of said permits, licenses, or approvals or said statutes, ordinances, codes, conditions, rules, or regulations.

14. Non-Discrimination. The Retailer will carry out the obligations of this Agreement in full compliance with all of the requirements imposed by or pursuant to M.G.L. Chapter 151B (Law Against Discrimination) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Retailer shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination.
15. Choice of Law and Venue. This Agreement shall be construed under and governed by the laws of the Commonwealth of Massachusetts. Jurisdiction and venue shall lie within the County of Middlesex of the Commonwealth of Massachusetts.
16. Severability and Regulatory Compliance. If any term or condition of this Agreement or application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, statutory amendment, by regulation, or determination following review by the CCC, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected unless one or both parties would not receive the benefit of the bargain. In the event that the

CCC rejects the Retailer's application for a Marijuana Retailer License or Marijuana Retailer License Renewal on the basis that this Agreement contains terms in violation of G. L. c. 94G, et. seq., or any other law, or provides written notice of deficiencies in this Agreement to the Retailer and/or the Town, the parties shall negotiate in good faith to so reform the terms of this Agreement to comply with G. L. c. 94G, and any deficiencies identified by the CCC, while effectuating the original intent of this Agreement as near as possible. Retailer and the Town acknowledge that time is of the essence in responding to any rejections, deficiencies, or requests for information regarding this Agreement from the CCC, and will not unreasonably withhold or delay any response. Further, the Retailer agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement, and to the extent the validity of this Agreement is challenged by the Retailer in a court of competent jurisdiction, the Retailer shall pay for all reasonable fees and costs incurred by the Town thereof, unless Retailer is successful in its challenge.

17. Amendment. Amendments or waivers of any term, condition, covenant, duty, or obligation contained in this Agreement may only be made by written amendment executed by duly authorized representatives of the Town and the Retailer, prior to the effective date of the amendment.
18. Waiver. The Town reserves the right to waive any provision or requirement of this Agreement. No such waiver shall be effective unless in writing and signed by the Authorized Representative of the Town. No other action or inaction by the Town shall be construed as a waiver of any provision of this section.

19. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, assign, and legal representatives. The Retailer shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, and shall not assign or obligate any of the monies payable under this Agreement, without prior written consent from the Town, which consent shall not be unreasonably withheld.
20. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third-party.
21. Notices. All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of this Agreement. A copy of all notices to the Town shall be sent to the 1009 Main Street Tewksbury, MA 01876, with a copy to Feeley and Brown, PC 1600 Boston Providence Highway #209a Walpole, MA 02081. Notice to the Retailer shall be given to William Cassotis and sent to his attention at 553 Main Street Unit 2 Tewksbury, MA 01876. Notices sent in this manner shall be deemed given three business days after mailed. Notices also may be given by personal delivery, sent via a regionally recognized overnight carrier (*e.g.*, FedEx, UPS), and shall be deemed given when delivered (if by personal delivery or overnight courier).
22. Liability of Public Officials. To the full extent permitted by law, no officer, official, employee, agent, commissioner, representative, board, commission and/or committee

of the Town shall be individually or personally liable on any obligation of the Town under this Agreement.

23. Indemnification. The Retailer shall indemnify, defend and hold harmless the Town, and any all officers, boards, commissions, managers, commissioners, multiple member bodies, and employees (collectively, the “Indemnitees”) from and against all suits and claims of liability of every name and nature, including but not limited to any governmental actions or any private claims, or actions (collectively, “Claims”), which Claims are not a result of any Indemnitee’s gross negligence, fraud or willful violation of any applicable law, rule or regulation, for or on account of any injuries to persons or damage to property to the extent that the same is the result of (a) the negligent or intentional acts or omissions of the Retailer in performance of the this Agreement, (b) the negligent and/or reckless operation of the Retailer’s business at the Premises (c) the Retailer’s failure to comply with the terms and conditions of this Agreement, and/or the Retailer’s violation of any federal, state, or local law, rule, or regulation, whether by the Retailer or its employees, consultants or subcontractors; provided, however, for purposes of this Section 31, an intentional act or violation of federal law shall not encompass the Retailer’s violation of federal marijuana laws, including but not limited to the Controlled Substances Act, as long as the Retailer is compliant with all applicable state or local cannabis laws, rules and regulations. The Retailer shall pay for all reasonable fees and costs, including reasonable attorneys’ fees and costs, incurred by the Town in successfully enforcing this Agreement. The Retailer further agrees that the Town shall not have any obligation to the Retailer or liability arising

out of any enforcement action by governmental authorities or lawsuits by any private individuals or entities related to Retailer's operation at the Premises as a marijuana retailer. The Retailer's obligations under this paragraph shall survive any termination of this Agreement whether for cause or by expiration of the term.

24. Entire Agreement. This Agreement represents the entire integrated host community agreement between the Town and the Retailer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both the Town and the Retailer.

Signature page to follow

**Lazy River Products, LLC**

By : \_\_\_\_\_

Print name: \_\_\_\_\_

**Town of Tewksbury**

By : \_\_\_\_\_

Date: \_\_\_\_\_

## Community Outreach Meeting Attestation Form

### Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

### Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication: 10/21/2022

b. Name of publication: Lowell Sun

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed: 10/20/2022

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed: 10/25/2022

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
  - d. A plan by the ME or MTC to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Lazy River Products - Tewksbury, LLC

Name of applicant's authorized representative:

William Cassotis

Signature of applicant's authorized representative:

*William Cassotis*

# Lowell Sun – Legal Ad

## (Community Outreach Notification)

Oct 20<sup>th</sup> is the date of the letters creation

The Ad posted in the Lowell Sun; Friday Oct 21<sup>st</sup>, 2022 Edition

October 20, 2022

Re: Community Outreach Meeting

To Whom It May Concern,

This letter is to give notice that Lazy River Products, LLC will hold a Community Outreach Meeting on Monday Nov 7<sup>th</sup> at 6:30pm to discuss the proposed siting of an Adult and Medical Use Marijuana Retail Establishment to be located at 553 Main Street, Unit 2 Tewksbury, MA 01876 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.* The meeting will be held at the Holiday Inn Tewksbury-Andover, located at 4 Highwood Drive, Tewksbury, MA 01876.

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

Sincerely,

William Cassotis

CEO Lazy River Products, LLC



**THINK PINK**  
 BREAST CANCER AWARENESS MONTH  
 JOIN TO PAGE 6 FOR OUR SPECIAL PAGE  
 SPONSORED BY LOWELL GENERAL HOSPITAL

# THE SUN

Friday, October 21, 2022 \$2.00 FACEBOOK.COM/LOWELLSUN TWITTER.COM/LOWELLSUN

lowellsun.com

## ELECTION

# Error spurs reprinting of Dracut ballots

### Should be fixed for Saturday early voting, state says

**By Prudence Brighton**  
*Correspondent*

**DRACUT** » The Secretary of State's office has printed new ballots and is rushing them to Dracut to fix an error in an already completed document, according to that office and to Greater Lowell Technical High School Committee Chair Fred Bahou.

Early voting begins on Satur-

day at the Dracut Town Clerk's office and the new ballots should be in by then.

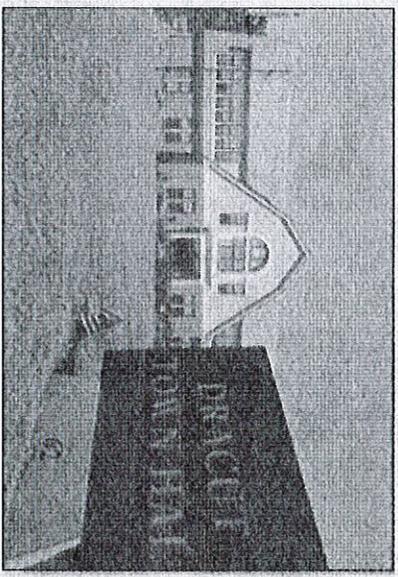
The error occurred in the instructions given for picking Lowell candidates for the regional School Committee (Greater Lowell Technical High School). The error occurs only on Dracut's ballots.

Voters throughout the district can vote for candidates from any

of the member municipalities. The district consists of Lowell, Dracut, Tyngsboro and Dunstable. Thus, Dracut voters can vote for candidates from each of those communities in addition to Dracut.

In the past, voters were limited to choosing candidates from within their own municipality. That changed a few years ago.

**ERROR** » PAGE 6



Dracut Town Hall.

JULIA MALAKIE — LOWELL SUN

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**1265 PRERATE CLAIMS**

**CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 22CP001810.**

Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Middlesex County

Juvenile Court, Lowell Justice Center, 370 Jackson Street, 4th Fl., Lowell, MA 01852

**TO: Tovel Brewster and any unknown/unnamed father of Carter Rose Brewster**

A petition has been presented to this court by DCF - Lowell, seeking, as to the following child, Carter R. Brewster, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.

You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: **11/17/2022 at 08:30 AM Status Hearing**

You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.

If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.

The mortgagee reserves the right, in the event of a default by the successful bidder, to sell the property to each of the next highest bidders in succession, including the mortgagee, without further advertising or proceedings.

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

Charles J. Valliere and Diane E. Valliere Present Holder of Said Mortgage by their attorneys, William F. Martin, Jr., Attorney  
Eno Martin Law PLLC  
491 Dutton Street, Suite 206  
Lowell, MA 01854-4349  
October 21, 28, November 4, 2022  
#NV00622814

**PUBLIC NOTICE**

**Ayer Planning Board Site Plan Public Hearing**

**Air 22 LLC, 22 Hitchburg Road**

The Town of Ayer Planning Board will conduct an in-person Public Hearing at 6:15 PM on Wednesday, November 9, 2022, in the first-floor meeting room at the Ayer Town Hall, regarding the application of Air 22 LLC for a Site Plan approval for property located at 22 Hitchburg Road.

The applicant is seeking approval from the Ayer Planning Board for the following modifications to a site plan previously approved in 2017: drive-thru configuration, curb cut location, parking alignment along with improvements to lighting, landscaping and drainage.

Application and plans can be viewed at the offices of the Ayer Planning Board and Town Clerk at One Main Street, Town Hall, Ayer, MA during normal business hours.

October 14, 21, 2022  
#NV0062223

**PUBLIC NOTICE**

**To Whom It May Concern,**

This letter is to give notice that Lazy River Products, LLC will hold a Community Outreach Meeting on Monday, Nov 7th at 6:30pm to discuss the proposed siting of an Adult and Medical Use Marijuana Retail Establishment to be located at 553 Main Street, Unit 2 Tewksbury, MA 01876 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

The meeting will be held at the Holiday Inn Tewksbury-Audover located at 4 Higwood Drive, Tewksbury, MA 01876.

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

Sincerely,  
William Cassotis  
CEO Lazy River Products, LLC  
October 21  
#NV0062930

**PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 22CP001910.**

Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Middlesex County

Juvenile Court, Lowell Justice Center, 370 Jackson Street, 4th Fl., Lowell, MA 01852

**TO: Gilberto Burgos;**

A petition has been presented to this court by DCF - Lowell, seeking, as to the following child, Julian Burgos, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.

You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: **11/17/2022 at 08:30 AM Status Hearing**

You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.

If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.

For further information call the Office of the Clerk-Magistrate at 978-441-2630.

**WITNESS:** Hon. Gloria Y-Tan, FIRST JUSTICE, Elizabeth Shepley, Clerk-Magistrate  
DATE ISSUED: 10/18/2022  
October 21, 24, 31, 2022  
#NV0062769

**PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 21CP009681A.**

Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Essex County, Juvenile Court, 2 Appleton Street, Lawrence, MA 01840

**TO: any unknown and unnamed father;**

A petition has been presented to this court by DCF Metro North Area Office, seeking, as to the following child, **Yvius K. Rosa**, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.

You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time: **11/17/2022 at 9:00 AM Best Interest Child Hearing**

You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.

If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.

For further information call the Office of the Clerk-Magistrate at 978-441-2630.

**WITNESS:** Hon. Gloria Y-Tan, FIRST JUSTICE, Kathleen Haley, Clerk-Magistrate  
DATE ISSUED: 10/17/2022  
October 21, 24 & 31, 2022  
#NV0062773

**COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT**

Probate and Family Court Department, Summons By Publication, Middlesex Division Docket # 22M1093 Plaintiff(s) Mario Brown V. Defendant(s) Dany Whyte-Wong

To the above named Defendant(s) Dany Whyte-Wong A Complaint has been presented to this Court by the Plaintiff(s) Mario Brown seeking a Complaint for Custody Support Parenting Time. You are required to serve upon Mario Brown or attorney for plaintiff(s) whose address is 91 Belmont Street, Lowell, MA 01851 your answer on or before 16 day of November 2022. If you fail to do so, the court will proceed to hearing and adjudication of this action. You are also required to file a copy of your answer in the office of this Court at 370 Jackson St 5th Floor LowellMA 01852

Witness: Maureen H Monks, Esq, First Justice of said Court at Lowell, this day of October 5, 2022

10/21/2022  
#NV0062857

**COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT**

Probate and Family Court Department, Summons By Publication, Middlesex Division Docket # 22M1093 Plaintiff(s) Mario Brown V. Defendant(s) Dany Whyte-Wong

To the above named Defendant(s) Dany Whyte-Wong A Complaint has been presented to this Court by the Plaintiff(s) Mario Brown seeking a Complaint for Custody Support Parenting Time. You are required to serve upon Mario Brown or attorney for plaintiff(s) whose address is 91 Belmont Street, Lowell, MA 01851 your answer on or before 16 day of November 2022. If you fail to do so, the court will proceed to hearing and adjudication of this action. You are also required to file a copy of your answer in the office of this Court at 370 Jackson St 5th Floor LowellMA 01852

Witness: Maureen H Monks, Esq, First Justice of said Court at Lowell, this day of October 5, 2022

10/21/2022  
#NV0062857

**LEGAL DEADLINES**

indigent, the court will appoint an attorney to represent you.

If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter.

For further information call the Office of the Clerk-Magistrate at 978-441-2630.

**WITNESS:** Hon. Gloria Y-Tan, FIRST JUSTICE, Elizabeth Shepley, Clerk-Magistrate  
DATE ISSUED: 10/18/2022  
October 21, 24, 31, 2022  
#NV0062769

NOTICE OF INTENT TO ABUTTERS FOR  
PROPOSED ADULT & MEDICAL USE RETAIL  
MARIJUANA DISPENSARY

Applicant: Lazy River Products

Address: 149 Broadway Road  
Dracut, MA 01826

Date Notice Sent: October 21, 2022

Abutter &

Abutter Address: All Abutters Within 300 Feet of 553 Main Street, Unit 2 Tewksbury, MA 01876

Dear Abutter:

The purpose of this letter is to serve as a notice that a Community Outreach Meeting is being scheduled for the Lazy River Products proposed Adult & Medical Use Retail Marijuana Dispensary on Monday, November 7, 2022 from 6:30 p.m. to 8:00 p.m. at the Holiday Inn Tewksbury-Andover, located at 4 Highwood Dr, Tewksbury, Massachusetts. The proposed Adult & Medical Use Marijuana Retail Dispensary is to be located at 553 Main Street, Unit 2, Tewksbury, Massachusetts.

There will be an opportunity for the public to ask questions. The meeting will cover, at a minimum, the following topics: the proposed location and type of the marijuana establishment; the building being moved into and compliance with security requirements as outlined by 935 CMR 500 *et seq.* (the Massachusetts Adult Use Marijuana Regulations); steps taken to prevent the diversion of marijuana to minors; plan to positively impact the local community; and information demonstrating how the location will not constitute a nuisance to the community.

The records of the Town of Tewksbury Assessor's office show that you own property with a boundary within three hundred feet from the property line of the establishment. This letter is to meet the notice requirement as set out by the Commonwealth of Massachusetts Cannabis Control Commission.

Sincerely,

William Cassotis, Principal  
Lazy River Products, LLC  
149 Broadway Road  
Dracut, MA 01826  
Email Address: [info@lazyriverproducts.com](mailto:info@lazyriverproducts.com)

### Town of Tewksbury Abutters List

Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
21-40	FRANCIS DENNIS G & DIANE T		45 SENECA RD	TEWKSBURY	MA	01876	35742/0035	45 SENECA RD
21-82	JANETS PLACE INC		40 NAVILLUS RD	TEWKSBURY	MA	01876	28090/0153	40 NAVILLUS RD
22-72	SS MAMNOH LLC		PO BOX 800729	DALLAS	TX	75380	38787/1933	470 MAIN ST
22-106	KING WILLIAM D		6 APPLETREE RD	TEWKSBURY	MA	01876	33236/0228	6 APPLETREE RD
22-85	HILL MICHAEL A	HILL LISA A	5 EDWARD ST	TEWKSBURY	MA	01876	03818/0021	5 EDWARD ST
22-117	GROUP 1 REALTY INC		800 GESSNER SUITE 500	HOUSTON	TX	77024	21892/0013	468 MAIN ST
21-24	MASIAS ANASTASIOS & MARIA		21 THIRD AVE	LOWELL	MA	01854	02653/0408	8 APPLETREE RD
34-13	CHHUN SEAN C		17 ROGERS ST	TEWKSBURY	MA	01876	18625/0031	17 ROGERS ST
34-14	REGIS MATTHEW R		7 ROGERS ST	TEWKSBURY	MA	01876	26250/0287	7 ROGERS ST
21-45	CHAVES DOMINGOS S & ZELIA M		60 NAVILLUS ROAD	TEWKSBURY	MA	01876	02422/0523	60 NAVILLUS RD
22-90	SAHYOUNI EUGENIE P		485 MAIN ST	TEWKSBURY	MA	01876	17881/0265	485 MAIN ST
22-95	CUNNINGHAM DOUGLAS J	CUNNINGHAM LAUREN T	10 EDWARD ST	TEWKSBURY	MA	01876	11178/0291	10 EDWARD ST
22-104	GATH MICHAEL S		509 MAIN ST	TEWKSBURY	MA	01876	32786/0097	509 MAIN ST
35-3	ROUTE 38 REALTY LLC		540 MAIN ST	TEWKSBURY	MA	01876	29828/0238	540 MAIN ST
35-17	MCKALLAGAT STEPHEN F TR	530 MAIN STREET REALTY TRUST	530 MAIN ST	TEWKSBURY	MA	01876	37505/6720	530 MAIN ST
34-80-U003	TEWKSBURY ROUTE 38 LLC		2 REGENCY RIDGE	ANDOVER	MA	01810	19806/0076	553 MAIN ST
34-80-U002	KOZHUK ARKADY Y TR	725 SALEM ST REALTY TRST	20 CHESTNUT ST	LYNNFIELD	MA	01940	19806/0176	553 MAIN ST
34-80-U005	OSJ OF TEWKSBURY LLC		375 COMMERCE PARK RD	NORTH KINGSTON	RI	02852	25124/0291	553 MAIN ST
34-80-U004	TEWKSBURY ROUTE 38 LLC		2 REGENCY RIDGE	ANDOVER	MA	01810	19806/0076	553 MAIN ST
34-80-U001	OSJ TEWKSBURY LLC		375 COMMERCE PARK ROAD	N KINGSTON	RI	02852	25124/0291	553 MAIN ST
21-19	MIKELONIS JAMES & MARY A		18 APPLETREE ROAD	TEWKSBURY	MA	01876	2157/0001	18 APPLETREE RD
21-38	FLYNN WILLIAM D	FLYNN PATRICIA J	50 KENNEDY ROAD	TEWKSBURY	MA	01876	02405/0434	50 KENNEDY RD
21-21	HEALEY JILL P		14 APPLETREE RD	TEWKSBURY	MA	01876	32547/0290	14 APPLETREE RD
21-42	DION WILLIAM A		25 SENECA RD	TEWKSBURY	MA	01876	32865/0059	25 SENECA RD
21-41	CAMPBELL JOSEPH	CAMPBELL KATHLEEN	35 SENECA ROAD	TEWKSBURY	MA	01876	04179/0156	35 SENECA RD
22-89	SHARKEY WILLIAM F		63 REMINGTON ST	LOWELL	MA	01852	11037/0300	495 MAIN ST
34-11	MARION BERNARD H		32 ROGERS ST	TEWKSBURY	MA	01876	29719/0116	32 ROGERS ST/ADJACENT
21-46	WADE JOHN R JR & MARIE F		70 NAVILLUS ROAD	TEWKSBURY	MA	01876	02879/0085	70 NAVILLUS RD
21-84	LYNCH JOHN T & CELESTE M		30 KENNEDY RD	TEWKSBURY	MA	01876	29409/0231	30 KENNEDY RD
21-79	KANN LAWRENCE WILLIAM	KANN ELISA G	29 KENNEDY ROAD	TEWKSBURY	MA	01876	02587/0391	29 KENNEDY RD
22-100	SUTHERLAND BRIAN R & LISA M		4 EDWARD ST	TEWKSBURY	MA	01876	10796/0062	4 EDWARD ST
22-103	SANTOS JOHN J		521 MAIN ST	TEWKSBURY	MA	01876	11203/0107	521 MAIN ST
22-107	POLCARO RICHARD W & ANNE MARIE		9 KENNEDY RD	TEWKSBURY	MA	01876	12610/0141	9 KENNEDY RD
22-102	BATALIS DANIELLE L & STAPLES KYLE A		8 EDWARD ST	TEWKSBURY	MA	01876	29248/0001	8 EDWARD ST
34-10	LAWLESS PATRICK S & ALYSSA C		69 ROGERS ST	TEWKSBURY	MA	01876	29761/0247	69 ROGERS ST
21-44	PELOSI JOSEPH JR & LAURA BURNS		50 NAVILLUS RD	TEWKSBURY	MA	01876	32724/0010	50 NAVILLUS RD
21-77	PATEL JAYSHREE & BHARAT C		49 KENNEDY ROAD	TEWKSBURY	MA	01876	06593/0314	49 KENNEDY RD
21-85	SULLIVAN EDWARD & CATHERINE		PO BOX 1621	NEW LONDON	NH	03257	01152/0557	KENNEDY RD
34-23	AXIS PROPERTIES TEWKSBURY LLC		25 CALDWELL DR	WESTFORD	MA	01886	32090/0074	307 OLD BOSTON RD
34-80-MAIN	TEWKSBURY EQUITY PARTNERS LLC	C/O EVEREST PARTNERS LLC	150 EAST 58TH ST	NEW YORK	NY	10155	29996/0031	553 MAIN ST
21-78	TSIONIS ELIAS & STACY K		39 KENNEDY RD	TEWKSBURY	MA	01876	29249/0003	39 KENNEDY RD
21-22	MURPHY MICHAEL A & SHERI		12 APPLETREE RD	TEWKSBURY	MA	01876	34571/0063	12 APPLETREE RD
21-83	FERREIRA JOSE F & HELENE C		19 KENNEDY RD	TEWKSBURY	MA	01876	21904/0271	19 KENNEDY RD
22-86	DECAREAU MATHEW P & GINA M		3 EDWARD ST	TEWKSBURY	MA	01876	30780/0290	3 EDWARD ST
22-98	CAPUANO KAREN		17 APPLETREE RD	TEWKSBURY	MA	01876	34102/0114	17 APPLETREE RD
21-20	SCIOLI MATTHEW L		16 APPLETREE RD	TEWKSBURY	MA	01876	33072/0228	16 APPLETREE RD
21-23	CLEAVES ELIZABETH L		10 APPLETREE RD	TEWKSBURY	MA	01876	18806/0102	10 APPLETREE RD
21-39	MACIEL WALTER S & LORRAINE C		55 SENECA RD	TEWKSBURY	MA	01876	21767/0004	55 SENECA RD
21-43	SKOWRONSKI THOMAS G	SKOWRONSKI VERMILLITA	45 NAVILLUS RD	TEWKSBURY	MA	01876	10350/0025	45 NAVILLUS RD
22-87	GANN ADAM W & KAITLIN M		1 EDWARD ST	TEWKSBURY	MA	01876	33320/0156	1 EDWARD ST
22-88	BURRIS WILLIAM R III & CHARITY		3 APPLETREE RD	TEWKSBURY	MA	01876	31709/0050	3 APPLETREE RD

Map 34 Lot 80 Unit 002  
553 Main St  
Tewksbury, MA 01876

### **Town of Tewksbury Abutters List**

Prepared by: Patricia DeMeo  
Processed date: October 11,2022

Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
22-96	LATHAM JOSHUA & KATHERINE ROSE		8 KENNEDY RD	TEWKSBURY	MA	01876	32976/0112	8 KENNEDY RD
22-97	ENOS BRIAN J & BRITTANY A		19 APPLETREE RD	TEWKSBURY	MA	01876	31654/0047	19 APPLETREE RD
22-101	MATLEY THOMAS L & ANN P		6 EDWARD STREET	TEWKSBURY	MA	01876	02741/0015	6 EDWARD ST
22-105	MARSHALL WILLIAM W		4 APPLETREE RD	TEWKSBURY	MA	01876	22457/0041	4 APPLETREE RD
22-89	BRODERICK TIMOTHY D & LISA M		15 APPLETREE RD	TEWKSBURY	MA	01876	20555/0121	15 APPLETREE RD
34-24	MARION BERNARD H		32 ROGERS ST	TEWKSBURY	MA	01876	29719/0116	ROGERS ST



0000

U.S. POSTAGE PAID  
DRACUT, MA  
01826  
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AMOUNT  
**\$24.50**  
R2304H108310-05



Certificate of Mailing — Firm

Name and Address of Sender  Lazy River Products 155 Broadway Rd. Suite 4/S Dracut, MA 01826	TOTAL NO. of Pieces Listed by Sender  61 pieces	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.  
	Postmaster, per (name of receiving employee)  P		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. #1	Arkady Kozbun 20 Chestnut St Lynnfield, MA 01940				
2. #2	Tewksbury Town Hall Attn: Planning Board 1009 Main St. Tewksbury, MA 01876				
3. #3	Tewksbury Town Hall Attn: Town Manager 1009 Main St. Tewksbury, MA 01876				
4. #4	Tewksbury Town Hall Attn: Board of Selectmen 1009 Main St. Tewksbury, MA 01876				
5. #5	Tewksbury Town Hall Attn: Town Clerk 1009 Main St. Tewksbury, MA 01876				
6. #6	Bernard Marion 32 Rogers St. Tewksbury, MA 01876				



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Postmaster, per (name of receiving employee) 			

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. #7	Timothy & Lisa Boderick 15 Appletree Rd. Tewksbury, MA 01876				
2. #8	William Marshall 4 Appletree Rd. Tewksbury, MA 01876				
3. #9	Thomas & Ann Matley 6 Edward St. Tewksbury, MA 01876				
4. #10	Brian & Brittany Enos 17 Appletree Rd. Tewksbury, MA 01876				
5. #11	Joshua & Katherine Latham 8 Kennedy Rd. Tewksbury, MA 01876				
6. #12	William & Charity Berris 3 Appletree Rd. Tewksbury, MA 01876				

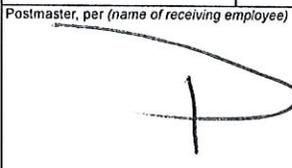


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		Postmaster, per (name of receiving employee)								
USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)					Postage	Fee	Special Handling	Parcel Airlift
1.		Adam & Kaitlyn Gann								
#13		1 Edward St.								
		Tewksbury, MA 01876								
2.		Thomas Skowronski								
#14		45 Navillus Rd.								
		Tewksbury, MA 01876								
3.		Walter & Lorraine Mauer								
#15		55 Seneca Rd.								
		Tewksbury, MA 01876								
4.		Elizabeth Cleaves								
#16		10 Appletree Rd.								
		Tewksbury, MA 01876								
5.		Matthew Scioli								
#17		16 Appletree Rd.								
		Tewksbury, MA 01876								
6.		Karen Cupano								
#18		17 Appletree Rd.								
		Tewksbury, MA 01876								

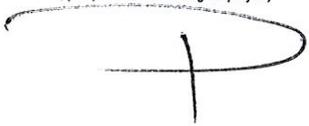


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		Postmaster, per (name of receiving employee) 					
USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)					Postage
1.		Matthew & Gina DeLuca 3 Edward St. Tewksbury, MA 01876					
#19							
2.		Jose & Helene Ferreira 19 Kennedy Rd. Tewksbury, MA 01876					
#20							
3.		Michael & Sheri Murphy 12 Appletree Rd. Tewksbury, MA 01876					
#21							
4.		Elais & Stacy Tsionis 39 Kennedy Rd. Tewksbury, MA 01876					
#22							
5.		Tewksbury Equity Partners c/o Everest Partners, LLC 150 East 58th St. New York, NY 10155					
#23							
6.		Axis Properties Tewksbury, LLC 25 Caldwell Dr. Westford, MA 01886					
#24							



Certificate of Mailing — Firm

Name and Address of Sender		TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.			
							
		Postmaster, per (name of receiving employee)					
							
USPS® Tracking Number Firm-specific Identifier		Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1. #25		Edward & Catherine Sullivan PO Box 1621 New London, NH 03257					
2. #26		Jayshree & Bharat Patel 49 Kennedy St. Tewksbury, MA 01876					
3. #27		Joseph Plosi & Laura Burns 50 Navillus Rd. Tewksbury, MA 01876					
4. #28		Patrick & Alyssa Lawless 69 Rogers St. Tewksbury, MA 01876					
5. #29		Danielle Bertalis & Kyle Staples 8 Edward St. Tewksbury, MA 01876					
6. #30		Richard & Ann Marie Polcaro 9 Kennedy Rd. Tewksbury, MA 01876					



Certificate of Mailing — Firm

Name and Address of Sender Lazy River Products 155 Broadway Rd. Site 4/5 Dracut, MA 01826	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt. 
	Postmaster: per (name of receiving employee) 		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. #31	John Santos 521 Main St. Tewksbury, MA 01876				
2. #32	Brian & Lisa Sutherland 4 Edward St. Tewksbury, MA 01876				
3. #33	William Kann 29 Kennedy Rd. Tewksbury, MA 01876				
4. #34	John & Celeste Lynch 30 Kennedy Rd. Tewksbury, MA 01876				
5. #35	John & Marie Wade 70 Navillus Rd. Tewksbury, MA 01876				
6. #36	Bernard Marion 32 Rogers St. Tewksbury, MA 01876				



Certificate of Mailing — Firm

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Postmaster, per (name of receiving employee) 			

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. #37	William Sharkey 63 Remington St. Linzell, MA 01852				
2. #38	Joseph Campbell 35 Seneca Rd. Tewksbury, MA 01876				
3. #39	William Dion 25 Seneca Rd. Tewksbury, MA 01876				
4. #40	Jill Healey 14 Appletree Rd. Tewksbury, MA 01876				
5. #41	William Flynn 50 Kennedy Rd. Tewksbury, MA 01876				
6. #42	James Mary Mikelonis 18 Appletree Rd. Tewksbury, MA 01876				



Certificate of Mailing — Firm

Name and Address of Sender Lazy River Products 155 Broadway Rd. Suite 4/5 Dracut, MA 01826	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.  
	Postmaster, per (name of receiving employee) 		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. #43	OST Tewksbury LLC 375 Commerce Park Rd. N. Kingston, RI 02852				
2. #44	Tewksbury Route 38 LLC 2 Regency Ridge Andover, MA 01810				
3. #45	OST of Tewksbury LLC 375 Commerce Park Rd. N. Kingston, RI 02852				
4. #46	Tewksbury Route 38, LLC 2 Regency Ridge Andover, MA 01810				
5. #47	Stephen McKeallagat 530 Main St. Tewksbury, MA 01876				
6. #48	Route 38 Realty, LLC 540 Main St. Tewksbury, MA 01876				



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Certificate of Mailing — Firm

Name and Address of Sender Lazy River Products 155 Broadway Rd. Suite 4/5 Dracut, MA 01826	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt. 
	Postmaster, per (name of receiving employee) 		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. #49	Michael Gath 509 Main St. Tewksbury, MA 01876				
2. #50	Douglas Cunningham 10 Edward St. Tewksbury, MA 01876				
3. #51	Eugene Sahyouni 485 Main St. Tewksbury, MA 01876				
4. #52	Domingo & Zelia Chaves 60 Nautilus Rd. Tewksbury, MA 01876				
5. #53	Matthew Regis 7 Rogers St. Tewksbury, MA 01876				
6. #54	Sean Chhun 17 Rogers St. Tewksbury, MA 01876				



Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.			
	Postmaster, per (name of receiving employee) 					
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)		Postage	Fee	Special Handling	Parcel Airlift
1. #55	Anastasio & Maria Masias 21 Third Ave Lowell, MA 01854					
2. #56	Group 1 Realty, Inc 800 Gessner, Suite 500 Houston, TX 77024					
3. #57	Michael Hill 5 Edward St. Tewksbury, MA 01876					
4. #58	William King 6 Appletree Rd. Tewksbury, MA 01876					
5. #59	SS MAMNOH, LLC PO Box 800729 Dallas, TX 75380					
6. #60	Janets Place, INC. 40 Navillus Rd. Tewksbury, MA 01876					





Certificate of Mailing — Firm

Name and Address of Sender Lazy River Products <del>149 Broad</del> 155 Broadway Rd. Suite 4/5 Dracut, MA 01826	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.  
	Postmaster, per (name of receiving employee)  		

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1. # 61	Dennis Diane Francis 45 Seneca Rd. Tewksbury, MA 01876				
2.					
3.					
4.					
5.					
6.					

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "LAZY RIVER PRODUCTS - TEWKSBURY, LLC", FILED IN THIS OFFICE ON THE FOURTH DAY OF NOVEMBER, A.D. 2022, AT 12:06 O`CLOCK P.M.

STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is \_\_\_\_\_  
"Lazy River Products - Tewksbury, LLC" \_\_\_\_\_.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Street, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Cogency Global Inc.

By: William Cassotis  
Authorized Person

Name: William Cassotis  
Print or Type

**F**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Foreign Limited Liability Company**

**Application for Registration**

(General Laws Chapter 156C, Section 48)

Federal Identification No.: 92-0947132

(1a) The exact name of the limited liability company:

Lazy River Products - Tewksbury, LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction\* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: 11/4/2022

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Any lawful business for which a limited liability company may engage in under the Massachusetts Limited Liability Company (M.G.L. ch. 156C)

(5) The business address of its principal office:

553 Main St. Unit 2  
Tewksbury, MA 01876

(6) The business address of its principal office in the Commonwealth, if any:

553 Main St. Unit 2  
Tewksbury, MA 01876

(7) The name and business address, if different from principal office location, of each manager:

Lazy River Products, LLC: 145 Broadway Road, Unit 2  
Dracut, MA 01826

(8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

William Cassotis

145 Broadway Road, Unit 2  
Dracut, MA 01826

(9) The name and street address of the resident agent in the Commonwealth:

Cogency Global Inc.  
45 School Street, Suite 202  
Boston, MA 02108

(10) The latest date of dissolution, if specified: \_\_\_\_\_

(11) Additional matters:

Signed by (by at least one authorized signatory): William Cassotis

I William J Cassotis  
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48  
(or attach resident agent's consent hereto).

\* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

**BYLAWS  
OF  
LAZY RIVER PRODUCTS - TEWKSBURY, LLC**

**ARTICLE I  
OFFICES AND RECORDS**

**Section 1.1. PRINCIPAL OFFICE.** The principal office of Lazy River Products - Tewksbury, LLC (the "Company") shall be within or without the State of Delaware as set forth in the Company's Certificate of Formation or subsequent filing with the State of Delaware.

**Section 1.2. OTHER OFFICES.** The Company may also have other offices at any places, within or without the State of Delaware, as the Board of Managers may designate, or as the business of the Company may require or as may be desirable.

**ARTICLE II  
MEMBERS**

**Section 2.1. PLACE OF MEETING.** Meetings of the members (each a "Member") shall be held either at the principal office of the Company or at any other place designated by the Board of Managers, either within or without the State of Delaware, as shall be designated in the notice of the meeting or executed waiver of notice.

**Section 2.2. MEETINGS OF MEMBERS BY REMOTE COMMUNICATION.** The Board of Managers may authorize Members not physically present at a meeting of Members to participate in a meeting of Members by means of remote communication and be deemed present and entitled to vote at the meeting, subject to any guidelines and procedures adopted by the Board of Managers.

The Board of Managers may also authorize that any annual or special meeting of Members shall be held solely by means of remote communication as set out this Section 2.2 without a physical assembly of Members.

**Section 2.3. ANNUAL MEETING.** An annual meeting of Members, for the purpose of electing Managers and transacting any other business as may be brought before the meeting, shall be held on the first Wednesday in May, or such other date as the Board of Managers may determine.

Failure to hold the annual meeting at the designated time shall not affect the validity of any action taken by the Company. If the Board of Managers fails to call the annual meeting, any Member may make demand in writing to any officer of the Company that an annual meeting be held.

**Section 2.4. SPECIAL MEMBERS' MEETINGS.** Special meetings of the Members may be called:

- (a) by the Board of Managers;
- (b) by the President;
- (c) upon the demand of the holders of at least twenty-five percent (25%), or such lesser percentage as the Certificate of Formation may permit, of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting.

Only business within the purposes described in the Company's meeting notice may be conducted at a special meeting of the Members.

**Section 2.5. RECORD DATE FOR MEMBER ACTION.** For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, the record date shall be:

- (a) on the date fixed by the Board of Managers in the notice of the meeting;
- (b) at the close of business on the day before the first notice is delivered to Members, if no date is fixed by the Board of Managers; or
- (c) on the day before the Members' meeting, if no notice of meeting is mailed to Members

For action by consent of the Members without a meeting, the record date for Members entitled to approve the action subject of the consent shall be:

- (a) on the date fixed by the Board of Managers; or
- (b) the date that the first Member signs the written consent, if no date is fixed by the Board of Managers.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of Members. A determination of Members entitled to notice of or to vote at a Members' meeting is effective for any adjournment of the meeting unless the Board of Managers fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

**Section 2.6. NOTICE OF MEMBERS' MEETING.** Written notice of any annual or special meeting of Members shall be given to any Member entitled to notice not less than ten (10) days nor more than sixty (60) days before the date of the meeting. The Company is required to give notice only to Members entitled to vote at the meeting. The Company shall give written notice to any Member entitled to notice by mail or by electronic transmission. Written notice by mail is effective on deposit in the United States mail, if mailed postpaid and correctly addressed to the Member's address shown in the Company's current record of Members. Written notice by electronic transmission is effective by (a) facsimile telecommunication when directed to a number furnished by the Member for the purpose; (b) email when directed to an email address furnished by the Member for the purpose; (c) posting on an electronic network together with separate notice to the Member of such specific posting, directed to an email address furnished by the Member for the purpose; or (d) any other form of electronic transmission when directed to the Member in the manner specified by the Member.

Any person entitled to notice of a meeting may sign a written waiver of notice either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person attends for the specific purpose of objecting to the lawfulness of the convening of the meeting.

**Section 2.7. VOTING LISTS.** The officer or agent having charge of the share transfer records for shares of the Company shall prepare an alphabetical list of all Members entitled to notice of the meeting, arranged by voting group and by class and series of share, with the address of and the number of shares held by each Member. The list shall be available for inspection by any Member beginning two (2) business days after notice of the meeting is given at the principal place of business of the Company or if the meeting will be held at another location, at a place in the city where the meeting will be held, which shall be identified in the meeting notice.

The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

**Section 2.8. QUORUM OF MEMBERS.** A quorum shall be present for action on any matter at a Member meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one or more classes or series that are entitled, to vote and to be counted together collectively on a matter at a meeting of Members.

Once a quorum for a voting group has been established at a meeting, the Members in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless: (a) the Member attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting; or (b) the meeting is adjourned and a new record date is set for the adjourned meeting.

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

**Section 2.10. VOTING OF SHARES.** Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of Members.

**Section 2.11. VOTING BY PROXY OR NOMINEE.** Shares of the Company's stock owned by the Company itself or by another Company or entity, the majority of the voting stock or interest of which is owned or controlled by the Company, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time. Nothing in this section shall be construed as limiting the right of the Company or any domestic or foreign Company or other entity to vote shares, held or controlled by it in a fiduciary capacity, or with respect to which it otherwise exercises voting power in a fiduciary capacity.

A Member may vote either in person or by proxy executed in writing by the Member or his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized by the Company to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest as defined in the Massachusetts Limited Liability Company Act. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the Member appointing a proxy shall not affect the right of the Company to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

Shares owned by another Company, domestic or foreign, may be voted by any officer, agent, or proxy as the bylaws of that Company may authorize or, in the absence of authorization, as the Board of Managers of that Company may determine.

An administrator, executor, guardian, or conservator may vote shares held in that fiduciary capacity if the shares forming a part of an estate are in the possession and forming a part of the estate being served by the fiduciary, either in person or by proxy, without a transfer of the shares into the fiduciary's name. A trustee may vote shares standing held in trustee's name, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of the shares into his or her name as trustee.

A receiver may vote shares standing in the name of a receiver and may vote shares held by or under the control of a receiver without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate order of the court by which the receiver was appointed.

A Member whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares transferred, subject to any agreements containing restrictions on the hypothecation, assignment, pledge, or voluntary or involuntary transfer of shares.

**Section 2.12. ACTION BY MEMBERS WITHOUT A MEETING.** Any action required or permitted to be taken at any annual or special meeting of Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of shares with at least the minimum number of votes necessary to take the action at a meeting at which all Members entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that (a) describe the action taken, (b) are signed by Members having the requisite votes, (c) bear the date of the signatures of such Members, and (d) are delivered to the Company for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Company.

If the action to be taken pursuant to the consent of voting Members without a meeting is one for which notice to all Members would be required by law if the action were to be taken at a meeting, then the Company shall, at least seven (7) days before the action is taken, give notice in the manner specified by Section 2.6 to all nonvoting Members.

## ARTICLE III

### MANAGERS

**Section 3.1. BOARD OF MANAGERS.** All corporate power shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers, except such powers expressly conferred upon or reserved to the Members, and subject to any limitations set forth by law, by the Certificate of Formation or by these Bylaws. Managers need not be residents of the State of Delaware or Members of the Company. Managers shall be appointed by the Members.

**Section 3.2. NUMBER OF MANAGERS.** The number of Managers shall be four (4) provided that the number may be increased or decreased from time to time by an amendment to these Bylaws or resolution adopted by Members holding a majority of all outstanding shares. No decrease in the number of Managers shall have the effect of decreasing the number of Managers below the minimum number of individuals permitted by law, nor shall have the effect of shortening the term of any incumbent Manager.

**Section 3.3. TERM OF OFFICE.** At the first annual meeting of Members and at each annual meeting thereafter, the holders of shares entitled to vote in the election of Managers shall elect Managers to hold office until the next succeeding annual meeting, the Manager's successor has been selected and qualified, or the Manager's earlier death, resignation, or removal.

Despite the expiration of a Manager's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Managers.

**Section 3.4. REMOVAL.** Managers may be removed from office at any time with or without cause by the Members entitled to elect them. A Manager may be removed by Members or Managers only at a meeting called for that purpose, for which the notice must state that the purpose, or one of the purposes, of the meeting is removal of the Manager or Managers.

**Section 3.5. RESIGNATION.** Except as otherwise required in the Company's Operating Agreement, a Manager may resign at any time by giving notice in the form of an executed resignation to the Board of Managers, its chairman, or to the Company. A resignation is effective when the notice is delivered unless the notice specifies a future date. Acceptance of the resignation shall not be required to make the resignation effective. The pending vacancy may be filled before the effective date in accordance with Section 3.6 of these Bylaws, but the successor shall not take office until the effective date.

**Section 3.6. VACANCIES.** Vacancies and newly created Managerships, whether resulting from an increase in the size of the Board of Managers, or due to the death, resignation, disqualification or removal of a Manager or otherwise, may be filled by election at an annual or special meeting of Members called for that purpose by the Members or the affirmative vote of a majority of the remaining Managers then in office, even though less than a quorum of the Board of Managers.

A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Manager may not take office until the vacancy occurs. Any elected to fill a vacancy shall serve until the next Members' meeting at which Managers are elected.

**Section 3.7. MEETINGS OF MANAGERS.** A regular meeting of the newly-elected Board of Managers shall be held without other notice immediately following each annual meeting of Members, at which the board shall elect officers and transact any other business as shall come before the meeting. Other regular and special meetings of the Managers may be held at such times and places within or outside the State of Delaware as the Managers may fix. Special meetings of the Board of Managers may be called by the President, by the Chairman of the Board, if any, by the Secretary, by any two Managers, or by one Manager in the event that there is only one Manager.

**Section 3.8. MEETINGS OF MANAGERS BY REMOTE COMMUNICATION.** The Board of Managers may permit any or all Managers to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all Managers participating may simultaneously hear each other during the meeting. A Manager participating in a meeting by this means is considered to be present in person at the meeting.

**Section 3.9. NOTICE OF MANAGERS' MEETINGS.** Regular meetings may be held without notice of the date, time, place, or purpose of the meeting. All special meetings of the Board of Managers shall be held upon not less than two (2) days' notice. Such notice shall state:

- (a) the date and time of the meeting;
- (b) the place of the meeting;
- (c) the purpose or purposes for which the meeting is called if the meeting is a special meeting.

The Company or person calling the meeting shall give notice of the meeting to each Manager personally, by telephone or voice mail, by mail, by electronic transmission if consented to by the Manager, or by messenger or delivery service. Notice to each Manager shall also be given by electronic transmission at the Manager's last known e-mail address.

A written waiver of the required notice signed by a Manager entitled to the notice, before or after the meeting, is the equivalent of giving notice to the Manager who signs the waiver. A Manager's attendance at any meeting shall constitute a waiver of notice of the meeting, except where the Manager attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

**Section 3.10. QUORUM AND ACTION OF MANAGERS.** A majority of the number of Managers shall constitute a quorum for the transaction of business. The act of the majority of the Managers present at a meeting at which a quorum is present at the time of the act shall be the act of the Board of Managers, unless the act of a greater number is required by law, the Certificate of Formation, or these Bylaws. The Managers at a meeting for which a quorum is not present may adjourn the meeting until a time and place as may be determined by a vote of the Managers present at that meeting.

**Section 3.11. COMPENSATION.** Managers shall not receive any stated salary for their services, but by resolution of the Board of Managers a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Managers or committee thereof. A Manager shall not be precluded from serving the Company in any other capacity and receiving compensation for services in that capacity.

**Section 3.12. ACTION BY MANAGERS WITHOUT A MEETING.** Unless otherwise provided by these Bylaws, any action required or permitted to be taken at a meeting of the Board of Managers or any committee thereof may be taken without a meeting if all members of the Board of Managers, or all committee members then appointed, consent to such action in writing or by electronic transmission and the writings or electronic transmissions are filed with the minutes of the proceedings of the Board of Managers.

**Section 3.13. COMMITTEES OF THE BOARD OF MANAGERS.** The Board of Managers, by resolution adopted by a majority, may designate one or more Managers to constitute one or more committees, to exercise the authority of the Board of Managers to the extent provided in the resolution of the Board of Managers and allowed under the law of the State of Delaware.

## ARTICLE IV

### OFFICERS

**Section 4.1. POSITIONS AND APPOINTMENT.** The officers of the Company shall be appointed by the Board of Managers and shall

be a President, a Treasurer, a Secretary, and any other officers, including assistant officers and agents, as may be deemed necessary by the Board of Managers. Any two or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Managers. Election or appointment of an officer or agent shall not of itself create contract rights.

**Section 4.2. REMOVAL AND RESIGNATION.** Any officer appointed or elected by the Board of Managers may be removed with or without cause by the affirmative vote of the majority of the Board of Managers at any regular or special meeting. Any officer or assistant officer appointed by an authorized officer may be removed at any time with or without cause by any officer with authority to appoint such officer or assistant officer. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer may resign at any time by delivering notice to the Company. Resignation is effective when the notice is delivered unless the notice provides a later effective date.

Any vacancies may be filled in accordance with Section 4.1 of these Bylaws.

**Section 4.3. POWERS AND DUTIES OF OFFICERS.** The powers and duties of the officers of the Company shall be as provided from time to time by resolution of the Board of Managers or by direction of an officer authorized by the Board of Managers to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of Companies similar in organization and business purposes to the Company subject to the control of the Board of Managers.

## ARTICLE V

### INDEMNIFICATION OF MANAGERS AND OFFICERS

The Company shall indemnify a Manager or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Manager or officer of the Company against reasonable expenses incurred by him or her in connection with the proceeding.

The Company may, to the fullest extent permitted by law, indemnify each person who may serve or who has served at any time as a Manager or officer of the Company or of any of its subsidiaries, or who at the request of the Company may serve or at any time has served as a Manager, officer, administrator or trustee of, or in a similar capacity with, another organization or any employee benefit plan, against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding in which he may become involved by reason of his serving or having served in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a Manager, officer or other person entitled to indemnification hereunder.

The foregoing right of indemnification shall be in addition to and not exclusive of any other rights which such Manager or officer or other person may be entitled under the Certificate of Formation, any agreement, or pursuant to any action taken by the Managers or Members of the Company or otherwise.

## ARTICLE VI

### SHARE CERTIFICATES AND TRANSFER

**Section 6.1. CERTIFICATES REPRESENTING SHARES.** Shares may be certificated or uncertificated. If the shares are uncertificated, the Company shall record any share transfer in the Company's books and records. In the event the shares are certificated, the certificates representing shares of the Company shall state:

- (a) the name of the Company and that it is organized under the laws of the State of Delaware;
- (b) the name of the person to whom issued;
- (c) the number and class of shares and the designation of the series, if any, which the certificate represents; and
- (d) a conspicuous statement setting forth restrictions on the transfer of the shares, if any.

No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

**Section 6.2. REGISTERED MEMBERS.** The Company may treat the registered owner of any shares issued by the Company as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the State of Delaware, or giving proxies with respect to those shares.

Neither the Company nor any of its officers, Managers, employees, or agents shall be liable for treating that person as the owner of those shares at that time for those purposes, regardless of whether that person possesses a certificate for those shares and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express notice thereof, except as otherwise provided by law.

**Section 6.3. LOST CERTIFICATES.** The Company may issue a new certificate for its shares in place of any certificate theretofore issued and alleged by its owner of record or such owner's authorized representative to have been lost, stolen, or destroyed if the Company, transfer agent, or registrar is not on notice that such certificate has been acquired by a bona fide purchaser.

A new certificate may be issued in lieu of any certificate previously issued that has become defaced or mutilated upon surrender for cancellation of a part of the old certificate sufficient, in the opinion of the Secretary and the transfer agent or the registrar, if any, to identify the owner of the defaced or mutilated certificate, the number of shares represented thereby, and the number of the certificate and its authenticity and to protect the Company and the transfer agent or the registrar against loss or liability. When sufficient identification for such defaced or mutilated certificate is lacking, a new certificate may be issued upon compliance with all of the conditions set forth in this Section in connection with the replacement of lost, stolen, or destroyed certificates.

## ARTICLE VII

### MISCELLANEOUS

**Section 7.1. SEAL.** The Company may adopt a corporate seal in a form approved by the Board of Managers. The Company shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Company.

**Section 7.2. CHECKS, DRAFTS, ETC.** All checks, drafts or other instruments for payment of money or notes of the Company shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Managers.

**Section 7.3. FISCAL YEAR.** The fiscal year of the Company shall be as determined by the Board of Managers.

**Section 7.4. CONFLICT WITH APPLICABLE LAW OR CERTIFICATE OF FORMATION.** These Bylaws are adopted subject to any applicable law and the Certificate of Formation. Whenever these Bylaws may conflict with any applicable law or the Certificate of Formation, such conflict shall be resolved in favor of such law or the Certificate of Formation.

**Section 7.5. INVALID PROVISIONS.** If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

## ARTICLE VIII

### AMENDMENT OF BYLAWS

**Section 8.1. MEMBERS.** These Bylaws may be amended, repealed, or otherwise altered by the Members.

**Section 8.2. BOARD OF MANAGERS.** As authorized by the Certificate of Formation, the Board of Managers may also make, amend, or repeal, subject to any provision of the Delaware Limited Liability Company Act, the Certificate of Formation, or a bylaw adopted by the Members that reserves the power exclusively to the Members or otherwise restricts the authority of the Board of Managers.

**Limited Liability Company Agreement**  
**Of**  
**Lazy River Products - Tewksbury, LLC**

This Limited Liability Company Agreement ("**Agreement**") of Lazy River Products - Tewksbury, LLC (the "**Company**"), effective as of November 4, 2022 (the "**Effective Date**"), is entered into by and between the Company and Lazy River Products, LLC, as the sole member of the Company (the "**Member**").

**WHEREAS**, the Company was formed as a limited liability company on November 4, 2022 by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "**Act**"); and

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

NOW, THEREFORE, the Member agrees as follows:

1. Name. The name of the Company is Lazy River Products - Tewksbury, LLC
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.
3. Principal Office; Registered Agent.
  - (a) Principal Office. The location of the principal office of the Company shall be 553 Main Street, Unit 2, Tewksbury, MA 01876, or such other location as the Member may from time to time designate.
  - (b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate of Formation. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Members.

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

Name	Address
Lazy River Products, LLC	145 Broadway Rd., Unit 2 Dracut, Massachusetts 01826

(b) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

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

5. Management.

(a) Authority; Powers and Duties of the Member. To the extent provided in the by-laws, the operations and affairs of the Company and the making of all decisions regarding the business of the Company shall be controlled by the board of directors. Any action taken by the director shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the directors as set forth in this Agreement. The directors shall have all rights and powers of a manager under the Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement.

(b) Election of Board of Directors. The Company will be managed by a board of directors comprised of directors, each of which directors will be appointed by the Member as provided in the Company's by-laws, which directors will have such authority as provided in the Company's by-laws.

(c) Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and

authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

6. Liability of Member; Indemnification.

(a) Liability of Member. Except as otherwise required in the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being the Member or participating in the management of the Company.

(b) Indemnification. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 6(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Initial Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member.

9. Tax Status; Income and Deductions.

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

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

10. Distributions. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member; or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

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

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

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

12. Miscellaneous.

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

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

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

[SIGNATURE PAGE FOLLOWS]

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

MEMBER:

By: Lazy River Products, LLC

*William Cassotis*

By: William Cassotis, its manager

COMPANY:

Lazy River Products - Tewksbury, LLC, a Delaware limited liability company

By: Lazy River Products, LLC

*William Cassotis*

By: William Cassotis, its sole member

## Plan To Remain Compliant With Local Zoning Ordinances

Lazy River Products

558 Main St Unit 2

Tewksbury, MA

Lazy River Products plans to remain compliant with Tewksbury's Zoning requirements in the following ways:

1. Use:
  - a. Lazy River Products will not be involved in any other business on the property in Tewksbury outside of what the State and Town's licenses permit.
  - b. No one will be permitted to consume any of the products being sold at Lazy River Products on premises.
  - c. Lazy River Products will operate within the confines of Tewksbury's permitted hours of operation. I would like to use this as an opportunity to say that Tewksbury is missing out on a significant amount of local excise tax revenue by not allowing these establishments to be able to compete with the schedules of bordering markets who are allowed to operate between the hours of 9am and 11pm Monday – Sunday. Even in bordering markets where those hours are allowed, most retailers only keep their doors open until 10pm. But in fact, do stay open until 10pm Mon – Sat. Those two to three extra hours every day translate into a significant amount of additional revenue for the businesses and for the Town. Equally as important it allows the local Tewksbury retailers to be competitive. This puts them at a slight competitive disadvantage.
  - d. We have no plans to commence operations prior to the Town and the State granting us full approval to do so.
2. Physical:
  - a. All of the business Lazy River Products plans to conduct in Tewksbury will be done in a fixed building where nothing shall be visible from the outside of the premises.
  - b. We won't be storing anything outside of the facility's four walls.
  - c. The facility will be properly vented.
  - d. LRP Tewksbury will have all of the appropriate, mandated signage required by the Town and the CCC on the building's exterior and interior.
  - e. Nothing from the interior showroom floor, where product(s) are displayed will be visible to anyone from the outside.
3. Location:
  - a. We are utilizing a currently vacant space for this new location in Tewksbury.
  - b. There are no schools of any kind within 500' of the proposed location.
  - c. The business is not co located with any residential units.
  - d. We have no plans to implement a drive thru service.
4. Reporting
  - a. Lazy River Products plans to adhere to all of the reporting requirements set forth by the Town of Tewksbury and its various Departments.



137 Main Street  
Reading, MA 01867-3923  
781-942-2225  
FAX: 781-942-2226  
Toll Free 1-888-942-2225  
<http://www.gilbertinsurance.com>

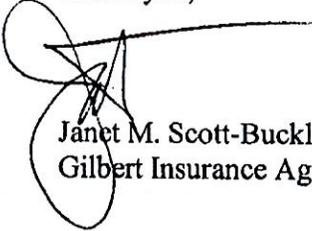
October 18, 2022

Lazy River Products, LLC  
155 Broadway Ste 5  
Dracut, MA 01826

Dear William,

Please accept this letter and the attached Certificates of Liability as evidence of your current insurance coverage in Dracut and our intention to continue to provide this and similar coverage for any future business locations.

Thank you,



Janet M. Scott-Buckley  
Gilbert Insurance Agency Inc.



**Lazy River Products - Tewksbury, LLC**

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### Executive Summary

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Lazy River Products began its journey immediately following the issuance of Adult Use Cannabis Legislation in Massachusetts. At that time we engaged with the Town of Dracut and its representatives to discuss our plan to bring Lazy River Products to Dracut and to the Massachusetts Cannabis Market. Dracut was an early adopter of Adult Use Cannabis and the

Town took an early vote that led to Dracut becoming a “yes” community. That was about 4 years ago now.

Since then we have made substantial investments in the town including the purchase of an appropriately zoned parcel of land, where we have built a state of the art ~40k sq ft Manufacturing, Cultivation and Retail Facility. The property has 19 additional acres able to be developed, that will house all of our future canopy needs under the one Cultivation License, all on the same property. Plans are already in development for building 2 leaving our new focus on finding our next host community for Retail. We hope Tewksbury will seriously consider a partnership with Lazy River Products and its Team. We would value that opportunity greatly.

We should also note that Lazy River Products is NOT Big Cannabis. We are a local, small business. The 3 founders of the company all grew up in Southern NH and have spent most, if not all of their professional careers working in Massachusetts. All have extended family throughout this great Commonwealth and are committed to following through and delivering Tewksbury a Cannabis Retail site that the neighborhood and its residents can all be proud of.

From the beginning Lazy River Products has had an enormous focus on community growth and giving back. We have a proven track record of working with organizations such as The Clean River Project, Merrimack Valley Food Bank, End 68 Hours Of Hunger, Lowell Humane Society, Dollars for Scholars and more. Lazy River Products also hosts a number of their own events every year including The Broadway Rd Cleanup Project, Food Drives for the Merrimack Valley Food Bank and more. The causes and impact we have made already in the Greater Lowell Area have been significant. Our goal would be to bring that same level of community giving and community building to Tewksbury, only furthering our commitment to the Greater Lowell Area.

## Mission

At Lazy River Products, it is our mission to be recognized as the Commonwealths premier fully integrated cannabis-based Product Development Company and Retailer.

Our goal is to consistently deliver trusted small batch, craft quality products and exceptional service to our customers and the local communities for which we serve.

At our core we provide professional, compliant and socially responsible standards that raise the bar and will be the new definition for excellence in the Cannabis Industry here in Massachusetts.

We will always diligently work within each of the local communities we touch to help facilitate strategies to further enhance economic opportunity, build strong neighborhoods and provide a solid framework for quality growth and development.

“Give Back, Grow, Succeed”

## Business & Industry Overview

---

Cannabis in the United States has come a long way. Over the past few decades, the US has experienced an explosion of cannabis activity coupled with a flurry of legislature.

A 2018 Pew Research Center study stated that 62% of Americans approve legalization of marijuana.<sup>1</sup> This figure has doubled since 2000 when it was only at 31% and has grown every year since.

This growth hasn't only taken place in the US. In general, global acceptance of cannabis has been growing and is expected to continue for the future. According to a Forbes article regarding a comprehensive study conducted by Arcview Market Research and BDS Analytics, "over the next 10 years the legal cannabis Industry will see much progress around the globe. Spending on legal cannabis worldwide is expected to hit \$57 Billion by 2027. The adult use (recreational) market will cover 67% of the spending; medical marijuana will make up the remaining 33%."<sup>2</sup>

The article further states that "the largest group of cannabis buyers will be in North America, going from \$9.2 Billion in 2017 to \$47.3 Billion a decade later."

Nationally, 19 states and the District of Columbia have legalized recreational, adult-use, marijuana. In addition to these states, 41 states allow for some form of medical marijuana.

- *The marijuana industry will create an estimated \$28B-\$34B economic impact in 2018. By 2022, that could soar past \$75B annually. (Estimates for the industry's economic impact are based on retail marijuana sales and incorporates a multiplier of 3.5 for every \$1 consumer or patients spend at dispensaries or rec stores, another \$2.50 in economic benefit is created in cities, states, and nationwide.)*
- *In 2017, sales of medical and recreational cannabis in the U.S. were nearly nine times higher than Oreo cookies and almost on par with America's collective spending on Netflix subscriptions.*
- *With the addition of California's recreational market sales in 2018, cannabis sales could easily eclipse McDonald's annual U.S. revenue.*

*Total demand for marijuana in the U.S., including the black market, is around \$52.5 billion.*

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<sup>1</sup>Geiger, Abigail, and Hannah Hartig. "62% of Americans Favor Legalizing Marijuana." Pew Research Center. October 08, 2018. Accessed November 27, 2018. <http://www.pewresearch.org/fact-tank/2018/10/08/americans-support-marijuana-legalization/>.

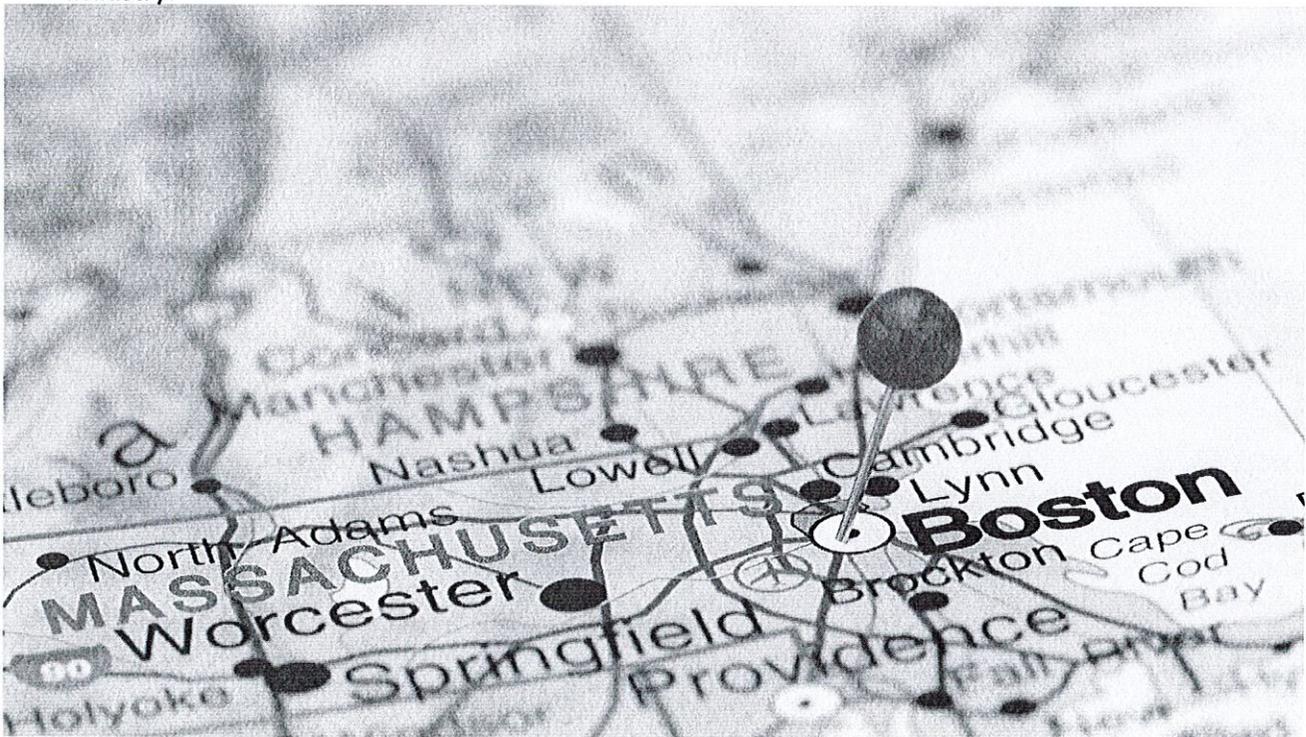
<sup>2</sup> Pellechia, Thomas. "Legal Cannabis Industry Poised For Big Growth, In North America And Around The World." Forbes. March 01, 2018. Accessed November 27, 2018. <https://www.forbes.com/sites/thomaspellechia/2018/03/01/double-digit-billions-puts-north-america-in-the-worldwide-cannabis-market-lead/#2a604ef06510>.

## Selection of Tewksbury

In November of 2016, 53.7% of the registered voters in the Commonwealth of Massachusetts (1,769,328 people) voted on Question 4 to legalize the sale of recreational marijuana. Since the legislature passed, Massachusetts has formed the Cannabis Control Commission allowing for the development of sound laws regulating this new industry.

As of December 2018, there had been 190 Adult Use applications submitted to the Cannabis Control Commission, with a small percentage of those being in Northern Middlesex County, the home of Tewksbury. Although things have progressed with the issuance of new licenses the Massachusetts market is still primed for growth.

Leafly recently reported that over the previous 12 months Americans purchased \$17.9 Billion in Cannabis and Cannabis related products. With New Frontier Data projecting the market to grow by a Compounded Annual Growth Rate (CAGR) of 21% to reach more than \$41 Billion by 2025, Lazy River Products is poised to capture in on its share of this new and “blooming” Industry.



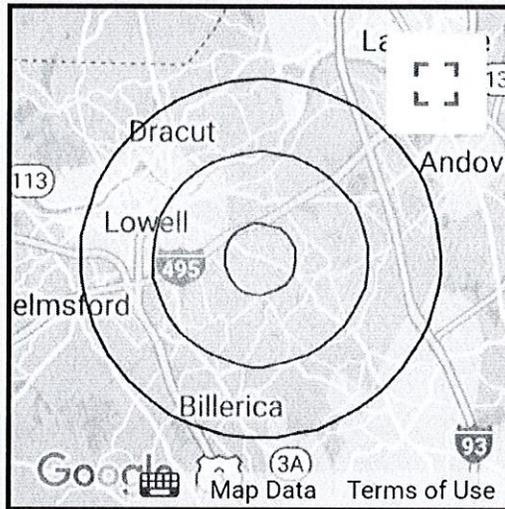
Lazy River Products Tewksbury location is located at 553 Main St. Tewksbury, MA

Location: Tewksbury, MA

Address: 553 Main St Tewksbury, MA

Latitude: 42° : 37' : 06"

Longitude: -71° : 15' : 11"



Description	1 Miles	3 Miles	5 Miles
<b>DEMOGRAPHIC OVERVIEW</b>			
Population	6,489	53,608	184,825
Households	2,438	19,748	66,387
Total Household Income (\$)	250,293,032	1,828,668,376	5,856,287,804
Median Household Income (\$)	90,472	75,843	71,433
Median Age	43.3	38.8	36.7
<b>POPULATION BY RACE</b>			
White Population	5,982	44,019	138,857
Black Population	88	1,823	7,644
Asian, Pacific Islander Population	304	4,274	24,028
American Indian and Alaska Native Population	1	87	357
Other Race Population	36	2,247	9,312
Two or More Races Population	78	1,158	4,627
<b>POPULATION BY ETHNICITY</b>			
Hispanic Population	119	4,636	19,264
White Non-Hispanic	5,909	41,606	130,049
<b>BLOCK GROUP COUNT</b>	3	36	130

## Approach

State-of-the-Art facilities, techniques and business practices are the cornerstone of Lazy River Products' business model. Lazy River Products' management team is led by seasoned business leaders and real estate developers who will leverage their skills to optimize the build out process. Lazy River Products' action plan spells out the steps it will take towards launch and growth of the company.

Lazy River Products plans to seek an additional Marijuana **Retailer** license through the Massachusetts' Cannabis Control Commission for its newly proposed Tewksbury location.

Lazy River Products plans to retrofit the existing 8,700 sq ft located at 553 Main St. in Tewksbury. The space will be converted into a state of the art, Lazy River Retail storefront to mimic our flagship location in Dracut, MA. We will be using the same seasoned construction group that built our 40,000 sq ft of Retail and Manufacturing space in Dracut to manage this build-out project. Further details with respect to the facility's layout and features will be highlighted in future planning discussion with the Special Board in Tewksbury.





## Economic Impact

**Retail Sales** – Lazy River Products is a product manufacturer and retailer, selling both its own branded line of products but also those from a few specialized manufacturers and wholesalers. Lazy River Products anticipates retail sales in Q2, 2023. Projected retail sales are detailed below.

**Medical Sales** – Lazy River Products has already initiated with the State of Massachusetts and the CCC to apply for its Medical Licensing. Since Lazy River Products is already fully integrated in Dracut, this allows us to produce and provide Medical Cannabis and Medical Products to customers with a Massachusetts Medical Registration Card once licensed. Standard Retailers that are NOT fully integrated are NOT allowed to sell to Medical Patients. This will allow Lazy River Products to attract an entire segment of the market that other standard Retailers won't be able to sell to. The benefit of that to Tewksbury is that we can service the residents that require medical for their ailments and better care for them with the products we'll be able to provide to them. By virtue of that we are also able to increase our sales revenue henceforth increasing the local excise tax paid back to Tewksbury.

**Host Community Fees & Giving** – Lazy River Products has yet to receive its Host Community Agreement with the Town of Tewksbury. As a part of this agreement Lazy River Products plans and agrees to pay all of the associated taxes for operating a Cannabis Retail Operation in Massachusetts, including the 3% local excise tax going back to Tewksbury.

**Job Creation** – Lazy River Products intends to create numerous full-time jobs and plans to make a best faith effort in giving priority access to all Tewksbury residents whenever possible for all of those positions. Lazy River Products pays well above minimum wage.

**Charitable Giving** – Lazy River Products also plans to adhere to a similar level of charitable giving as it does in Dracut already. In 2021 Lazy River Dracut contributed \$8,892.06 to local charities and causes, in only 9 months of being operational. So far in 2022, we've collected and have donated \$22,969.21 in the first 10 months of the year.

**Full Time Employees**

COUNT	POSITION	BREAKDOWN PER ROLE	
		(for reference)	
1	Manager		
1	Asst Manager		
3	TEAM LEADS		
28	CSR	2	Guest Relations
		10	Checkout Associate
		4	Floater
		4	Floor Sales Associate
		2	Runners
		6	Fulfillment
6	Security		
<b>Total = 39 FTE's</b>			

**Projections**

	2023	2024	2025
Target Population	184825	184825	184825
Avg Customers Per Day	300	400	450
Sales Day Per Month	26	26	26
Avg Purchase Amount	85	80	75
Retail Sales Total	\$ 7,956,000.00	\$10,608,000.00	\$10,530,000.00

Lazy River Products targets between 1-3% of the population of its surrounding areas, which accounts for competition, those unqualified to be customers and other market factors. We expect an adoption phase beginning with only 30-40 customers per day, scaling up to an average of over a hundred by the end of the first year of operations. With ample space and POS terminals at the dispensary, Lazy River Products will easily be able to serve this number of customers and more.

Lazy River Products projects an average ticket amount of \$85.00, which is lower than the current average recreational purchase in the state. The decrease is due to factors such as more product availability by the time of opening and slight market maturation.

### Operating Statements

Operating Statement	2023	2024	2025
Flower Sales	\$4,375,800	\$5,834,400	\$5,791,500
MIP's/Concentrates	\$3,580,200	\$4,773,600	\$4,738,500
<b>Total Revenue</b>	<b>\$7,956,000</b>	<b>\$10,608,000</b>	<b>\$10,530,000</b>
growth		33.33%	-0.74%
Dispensary Payroll	\$ 900,000	\$ 1,080,000	\$ 1,080,000
Dispensary Op Ex	\$ 186,287	\$ 152,685	\$ 179,562
<b>S/Total Disp</b>	<b>\$ 1,086,287</b>	<b>\$ 1,232,685</b>	<b>\$ 1,259,562</b>
Operating Result	\$ 6,869,713	\$ 9,375,315	\$ 9,270,438
		36.47%	-1.12%
G&A Overhead	\$2,104,464	\$2,221,458	\$2,388,452
Charitable Contributions	\$8,000	\$15,000	\$20,000
Total Combined Expenses	\$2,112,464	\$2,236,458	\$2,408,452
<b>EBITA</b>	<b>\$4,757,249</b>	<b>\$7,138,857</b>	<b>\$6,861,986</b>

Lazy River Products is self-funded entirely by its founding members, putting it at less risk of facing delays due to a capital raise or lack of resources. This is a crucial piece to Lazy River Products success, allowing the company to move quickly and nimbly past any issues that may arise in the area of financing.

**Capital Contribution \$3,200,000**

**Dispensary Buildout \$1,800,000**

**Retail Burn \$900,000**

**Total \$2,700,000**

## Company Profile- Management

### **William Cassotis – Chief Executive Officer**

William was one of the original Franchisees with Planet Fitness and came to that business from a professional career in high tech at the time. William began his career with Planet 20+ years ago. William was one of the original 3 Franchisees that took a risk very early on with what was at the time, just a small local gym chain looking to expand their presence. That opportunity parlayed itself into a franchise group that was doing in excess of \$30 Mil in Sales per year, across 20 brick and mortar storefronts. 20 locations and 300+ employees were all managed from a NH based Management company owned and operated by William. That business was packaged up and sold to private equity out of NYC, leading the way for the formation of Lazy River Products Dracut.

Lazy River has been open and operating since Mar 2021 and has almost 2 full successful years of owning and operating, not only a Retail Cannabis Dispensary here in Mass but also a full Manufacturing Facility within the same building with 2 additional and separate licenses with the CCC.

### **Mark Leal – Director of Operations**

After attending University, Mark accrued 20+ years of experience working in technology as a Management Team lead. Mark's experience working in Executive Management coupled with his data and facility security experience puts him in a unique position to help run, oversee and secure Retail Operations and Production. Mark is going to play a pivotal role ensuring the day-to-day Retail Operations are running accordingly and that the entire Lazy River Products Company is upholding itself to the highest operational standards possible.

Mark's expertise and experience will guarantee Lazy River Products and its team members remain an example of how Licensed Marijuana Establishments should be run, maintained and secured.

### **Kevin Platt – Director of Horticulture and Cultivation Operations**

Kevin has 20 +years of experience in marijuana cultivation procedures, product development, and cultivation management. Kevin has worked in California, Hawaii, and Maine over this time perfecting his craft and art. Kevin has worked with some of the leading people in their respective markets to develop the highest quality, craft cannabis in those markets. Currently, Kevin is one of the leading Cultivators in the state of Maine.

Kevin was hired initially by his former employer to set up and manage their current cultivation site, operating in the Portland area. Under Kevin's guidance, the operation significantly increased the amount of high quality product for their patients, as permitted by the State of Maine. Under Kevin's tutelage they have become one of the leading caregivers in all of Maine, certainly in Portland.

## Extensive Back Office Operations

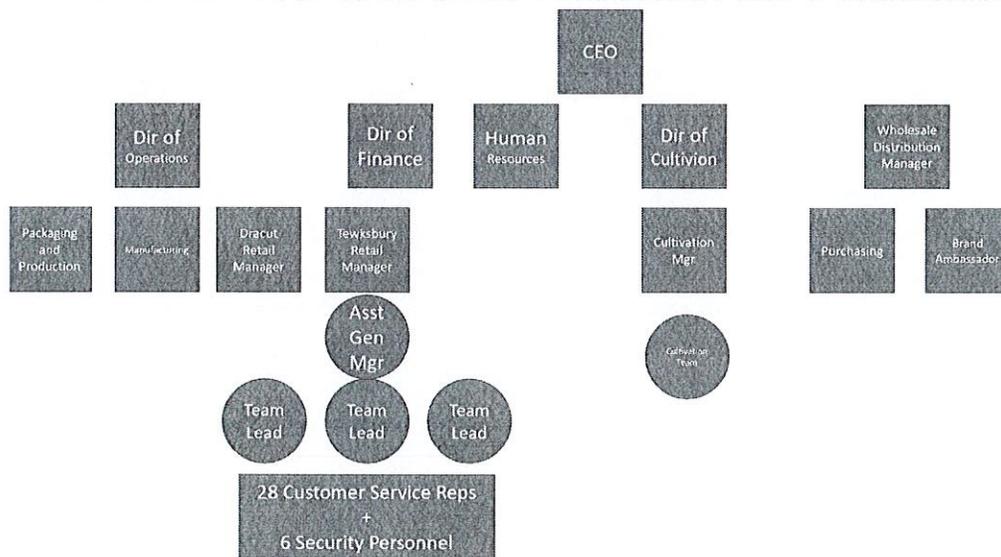
Lazy River Products has a number of other talented individuals on its Management Team to include HR, Legal, Compliance, Inventory, Purchasing, Wholesale and Finance. This is the seasoned support network that is already in place and has been functioning flawlessly for close to 2 years at this point.

One of the largest factors differentiating Lazy River Products from most of the other applicants is we we have an immensely successful, existing location not far away, in a similar market. As an organization, we are concentrating our presence on the Greater Lowell Area. Our goal is NOT to be spread out all over the State. That is what our wholesale program is for. We want our retail presence here in the Greater Lowell Area.

We also control our own supply chain. This is critical as we are all finding out in our current economic situation. In cannabis specifically this just ensures no matter what may happen with regards to available product, we will ALWAYS have our own products to supply our presence in Tewksbury. Nothing can disrupt that since we cultivate, have a full lab for product manufacturing and a full kitchen for our edible program. almost all of your other applicants rely on the supply chain to be in business. Few manufacture their own products.

Tewksbury will be an excellent compliment to our growth strategy. This strategy is built on functional partnerships with select municipalities in our target markets and ease of management and support locally from the local and already established, Lazy River Products resources.

## Organizational Hierarchy Chart



## Personnel

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When hiring, Lazy River Products will seek out diverse, skilled applicants that are not just qualified and experienced but also those that share Lazy River Products' vision, work ethic and values. All of the Lazy River Products' team members will strive to provide the highest quality products, experience and education to all our valued customers. Each employee will have a deep understanding of what we sell and the process it took for that product to get to the sales floor. They will be more than capable to provide an education to the novice user or engaging with a seasoned cannabis connoisseur.

Lazy River Products' employees will benefit from the company's dedication to excellence. Lazy River Products is committed to ensuring our employees obtain an intimate knowledge of the cannabis plant as well as expertise on product and public safety. Employee production and performance based incentives will be made available to all Lazy River Products Employees that qualify and excel in areas such as teamwork, high productivity and exceptional customer service.

### Administrative Personnel

*(Excludes Lab, Kitchen and Cultivation Personnel in Dracut but does include Administrative positions that would affect and support Tewksbury's Retail Operation)*

#### Chief Executive Officer – CEO

- Responsible for providing direction for the business
- Creates, communicates and implements the organization's vision, mission, and overall direction leading the development and implementation of the overall organization's strategy
- Responsible for setting and changing prices and creating promotions, sales and specials
- Responsible for employee recruitment
- Responsible for payment of salaries
- Responsible for signing checks and documents on behalf of the company
- Evaluates the success of the organization

#### Dir of Operations

- Oversees construction projects through approvals of equipment, construction and budgets
- Oversees the retail and cultivation operations through reporting from facility management team
- Oversees the human resources department with direct influence on growing the staff and maintaining human resources
- Coordinates the development and implementation of the staff on-boarding process to ensure the company mission, values and culture are conveyed with each new hire
- Responsible for community outreach through support of non-profit enterprises
- Creates promotional strategies for reaching new customers and demographics

## **Director of Finance**

- Provide positive financial leadership to all staff in partnership with President
- Serve as a member of the management team; participating in key decisions pertaining to strategic initiatives, operating model and operational execution; assess organizational performance against both the annual budget and long-term strategy
- Oversee financial and accounting operations, including general accounting, payroll, accounts payable, accounts receivable, deposits, bank reconciliations, account systems and databases used
- Prepare and present financial analysis and reports to senior management
- Assist independent auditor in performing the annual audit and ensure compliance to key regulatory and government requirements
- Establish internal control procedures, monitor compliance, and devise policies, procedures and documentation to provide guidelines for accounting/finance/administrative staff
- Oversee budgeting, including preparing the annual budget for the entire organization

## **Director of Human Resources**

- Oversees a talented Sales and Production Team, while shaping, establishing, and fortifying scalable processes designed for rapid growth
- Oversees and direct day-to-day operations in conjunction with the COO and shared initiatives
- Drives performance management, as an advocate of company culture, values and behavior
- Supports all logistics activities, providing the analytical tools necessary for data driven decision making
- Assisst in continual development of department and companywide business strategies, pioneering efficiencies and sustainable growth practices

## **Director of Marketing**

- Oversees a talented Sales and Production Team, while shaping, establishing, and fortifying scalable processes designed for rapid growth
- Oversees and direct day-to-day operations in conjunction with the COO and shared initiatives
- Drives performance management, as an advocate of company culture, values and behavior
- Supports all logistics activities, providing the analytical tools necessary for data driven decision making
- Assists in continual development of department and companywide business strategies, pioneering efficiencies and sustainable growth practices

## **Marketing Coordinator**

- Develops and manages project plans for on-time delivery of marketing activities.
- Creates success metrics, track progress, and modify plans as needed.
- Maintains knowledge of the latest developments in social/digital/advertising/analytical trends and platforms with an eye toward incorporating new ideas and emerging tools to further advance our Company's presence.
- Oversees and manage marketing agency partners and ensure messaging is unified.
- Digital marketing activities including:
  - Lead email marketing campaigns and messaging with targeted audience.
  - Search Engine Optimization (SEO) support and analysis.
  - Write and facilitate social media posts on LinkedIn, Twitter, Instagram, and Facebook.
  - Content generation
- Facilitates, supports, and executes writing articles, bylines, blogs, award submissions, abstracts, and new marketing content.
- Supports LRP's Community Initiatives and State Industry Requirements regarding positive impact planning

## **HR Coordinator**

- Performs a variety of administrative and clerical tasks. Ordering and maintenance of office supplies. Set up and manage paper and electronic filing systems
- Responsibilities for new hire/renewal of agent registrations. Helps to oversee the onboarding process, including new hire orientation and ensure that all employee paperwork is received in a timely manner and checked for accuracy. Maintain employee personnel files
- Processing mail and organizing AR/AP. Scan and fax invoices and receipts
- Helps to administer benefits programs such as health and dental insurance, PTO, sick time, and sick leave. Provide information and administer all requests for leave of absences
- With Management's help, investigate employee complaints, concerns, and

potential misconduct and help to institute the appropriate resolutions with said employee relation issues

- Assists in maintaining compliance with federal, state, and local employment laws and regulations
- Assists in filling out employee time sheets, reviewing employee hours, and submitting documents for payroll. Processing payroll in Resourcing Edge
- Compiles and analyze statistical reports as needed by management
- Assists with vendor relations for new store/building opening
- Helps to provide general HR support for staff

#### **Sr Accountant**

- Responsible for assisting with month-end close procedures which include balance sheet reconciliations, ad-hoc analyses, trial balance reviews, and financial statement preparation, while adhering to tight deadlines
- In accordance with LRP's closing schedule, assist in the issuance of timely, accurate and complete financial statements in accordance with US Generally Accepted Accounting Principles
- Is responsible for reviewing general ledger activity across all lines of business
- Improve account reconciliation process, drives deadlines and enhances deliverables as they pertain to the month-end close and financial statement preparation process
- Provides technical accounting advice and knowledge to others in LRP, including on any contracts into which LRP may enter
- Ensures internal processes and procedures are compliant with State, Federal and other governing agency controls (CCC)
- Develops, enhance, and maintain LRP Standard Operating Procedures relating to internal accounting and bookkeeping processes and best practices
- Maintains the charts of accounts and an orderly paper and paperless accounting filing systems.
- Coordinates the preparation of the Executive Management reporting package each month, including performance and cause of change analyses to the established Annual operating plans and forecasts
- Assists in the completion of annual financial statement audit
- Provides historical information, as needed, for capital investments, pricing decisions, and contract negotiations
- Coordinates the provision of information to external auditors for the annual audit and external tax preparers for corporate tax returns
- Assists LRP team with budget and forecasting processes

## **Regional Manager**

- Reviews and analyzes regional sales, payroll allocation, product selection and operational records and reports; uses data to project sales, determine profitability and adjust according to company goals
- Hires and trains store managers
- Organizes and oversees the schedules and performance of store managers
- Conducts performance evaluations that are timely and constructive
- Provides leadership to the assigned region and mentors all store level leadership teams
- Conducts compliance reviews in conjunction with compliance manager to ensure that stores are operating in compliance with appropriate rules and regulations
- Ensures that each location is meeting the brand standards regarding customer experience
- Collaborates with store managers to develop sales goals for each location, monitors progress toward those goals, and develops strategies to attract and retain customers
- Identifies opportunities for improvement in the store region; designs and implements training, strategies, policies, goals, and other resources to maximize productivity and morale
- Assists with developing training modules and career paths for store level positions
- Schedules and directs regular meetings and events to share information, set and revise goals, and to increase morale
- Collaborates with executive leadership to develop territories, sales quotas, and strategies
- Prepares and implements district-wide budget; monitors and approves expenses
- Maintains knowledge of market, competition, and best practices and trends in sales techniques and strategies
- Handles discipline and termination of employees in accordance with company policy

## **Facility Manager – Tewksbury**

- Establishes an organizational service culture and team providing great products, great finance, and great service.
- Inspires staff, co-workers and vendors to develop, document and implement plans to meet company objectives and goals
- Creates an environment that surrounds all who encounter the facility with great products, great energy and great experiences.
- Knows many customers/patient/caregivers and solicits constant feedback.
- Reviews systems and processes regularly customer experience, efficiencies, and profitability in mind.
- Provides opportunity for growth and advancement to the staff.
- Is proactive and improve on areas needing improvement in a timely manner
- Builds long-term relationships with our customers and community.
- Establishes positive working relationships with our suppliers, both internally and externally.

- Builds connections to other businesses who share similar values.
- Establishes mechanisms that celebrate group achievement and recognize individual success.
- Actively educate our customers/patients/caregivers, staff on our products, business, and the industry.
- Actively educate ourselves on all aspects of the company jobs.
- Ensures effective implementation and adherence to business guiding principles and methodologies

#### **CSR – Team Leads**

- Participates in refining and implementing best operational rules, regulations, policies, and procedures
- Assists in training and directing the dispensary team
- Inspires the team to deliver the best customer experience
- Educates the team according to company guidelines, conduct performance reviews, and establish performance improvement plans
- Educates the Team about cannabis products and consumption methods
- Ensures the safety and satisfaction of both customers and employees
- Maintains an in-depth industry wide knowledge of products and strains in Massachusetts. Maintain in-depth knowledge of the current cannabis law and regulations
- Oversees and assist with quality product inventory
- Conducts opening/closing inventory counts, and audits as required
- Assists in managing financial records and cash handling procedures as required
- Ensures
- the dispensary remains compliant with security, inventory and local and state regulations including effectively leading state inspectors through the facility
- Assists maintaining records for all necessary documents: delivery and inventory manifests, inventory counts, necessary employee and patient/customer information, destruction reports, etc

#### **Security**

- Maintains internal and perimeter store security
- Inspects and patrols premises regularly
- Monitors all access and egress points on the property
- Authorizes entrance of staff and customers
- Monitors surveillance cameras
- Responding to alarms in a compliant and timely manner
- Acts as Emergency Response point of contact for local police, fire, EMT
- Provides assistance to staff/customers in need
- Promptly reports any suspicious behaviors or activities

## CSR's

- Records, arranges, and packages patient orders.
- Maintains an organized environment and facility appearance.
- Provides consistent exceptional service for new and existing customers
- Controls all Point of sale system entry
- Responds to customer requests for information in a patient and informative way
- Maintains a basic understanding of the products available within the retail location
- Be able to follow best practices established by the store for customer engagement and compliance
- Projects a positive image of the organization to employees, customers, industry, and community.
- Builds long term relationships with customers for referrals and repeat business

## SWOT Analysis

Lazy River Products takes an analytical approach to planning, launching and operating its business. Its SWOT analysis identifies the items Lazy River Products plans to navigate while executing its business plan.

<b>Strengths</b> <ul style="list-style-type: none"><li>• A Robust and dynamic team<ul style="list-style-type: none"><li>○ Professional and experienced leadership</li><li>○ Industry leading strategic partners</li></ul></li><li>• Tested, reliable, and scalable cultivation design and systems</li><li>• Exceptional location</li><li>• Local municipal and community support</li><li>• Prime location</li></ul>	<b>Weaknesses</b> <ul style="list-style-type: none"><li>• Inexperience with scaling a marijuana operation to degree proposed</li><li>• Initial outsourcing of edible production</li></ul>
<b>Opportunities</b> <ul style="list-style-type: none"><li>• To build a brand hailed by the Commonwealth, the Commission, customers and competitors</li><li>• Capitalizing on early shortages and high market prices</li><li>• To build a diverse, empowered and local workforce</li><li>• Creating a vertically integrated company that maximizes tax advantages when possible</li><li>• To position LRP for potential future acquisition</li></ul>	<b>Threats</b> <ul style="list-style-type: none"><li>• Future changes to local and state-wide regulations</li><li>• The negative stigma and historical implications of marijuana</li><li>• Competition</li></ul>

# Market Analysis and Competition

## Customer Demographics

### Population

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Lazy River Products understands that population and demographics play a key role in any retail store's success and believe that its dispensary will be no different. Lazy River Products assumes its target market to be the 184,825 reachable and accessible population in and surrounding its location at 553 Main St. This encapsulates the households within a 5 mile ring around the facilities address. Although people will be traveling further than a 5 mile ring to seek out Lazy River Products in house product line, some items of which will only be made available through our retail stores.

Description	1 Miles	3 Miles	5 Miles
<b>DEMOGRAPHIC OVERVIEW</b>			
Population	6,489	53,608	184,825
Households	2,438	19,748	66,387
Total Household Income (\$)	250,293,032	1,828,668,376	5,856,287,804
Median Household Income (\$)	90,472	75,843	71,433
Median Age	43.3	38.8	36.7
<b>POPULATION BY RACE</b>			
White Population	5,982	44,019	138,857
Black Population	88	1,823	7,644
Asian, Pacific Islander Population	304	4,274	24,028
American Indian and Alaska Native Population	1	87	357
Other Race Population	36	2,247	9,312
Two or More Races Population	78	1,158	4,627
<b>POPULATION BY ETHNICITY</b>			
Hispanic Population	119	4,636	19,264
White Non-Hispanic	5,909	41,606	130,049
BLOCK GROUP COUNT	3	36	130

Of this population, Lazy River Products can use historical data and research to refine its target audience within this population, with the goal of maximizes marketing effectiveness and accurately projecting product mix.

## **Market Studies**

In May of 2017 a study was performed by the Cannabis Consumers Coalition out of Denver, CO. In this study to better understand the customer demographics of marijuana consumers, researchers found that the typical customer is more likely to be female than male, be 21-35 years of age, work as a “professional” and likely to spend at least \$200+ a month on cannabis.

The exact breakdown of respondents was as follows:

- Ages 21-35 made up 40.79% of the respondents
- Ages 30-45 made up 25.75% of the respondents
- Ages 46-55 made up 16.17% of the respondents
- Ages 56-65 made up 12.59% of the respondents

In this study, 58.27% of cannabis users were between the ages of 36 and 45 years, with 32.52% of cannabis users being over the age of 45.

Of the respondents, 42% spent more than \$200 or more a month on personal consumption of marijuana. 21.14% of those people spent \$300 or more a month.

The study found that 27.46% of the cannabis consumers have combined household incomes of over \$75,000 showing that cannabis consumers are professional, countering the negative stereotypes that cannabis consumers are lazy and unmotivated individuals.

Furthermore, Lazy River Products analyzed a June 2018 study conducted by the Department of Health in Massachusetts entitled “Marijuana Baseline Health Study Report of Findings” describing the patterns of use, methods of consumption and general perceptions of marijuana, among other areas of interest. This report can help us understand more as to who is likely to purchase Lazy River Products. This recent study reported that combusting dry flower was the most popular method of administration, followed by vaporizing concentrate and eating marijuana infused products.

Unlike the Cannabis Consumers Coalition study in Colorado, the DPH study reports that 21% adults in Massachusetts have used marijuana in the past 30 days; 26% of men and 17% of women. This study also found that the proportion of usage was higher in younger adults than older, with 54.4% of those 18-20 years old and 49.1% of those 21-25 years old. Only 18% of adults aged 26 and older had used marijuana in the past 30 days. As a concluding statement this study found: “Population groups such as men, White, non-Hispanic individuals and individuals age 18-20 years had the highest prevalence of marijuana use, when compared to other groups”.

## **Customer Loyalty**

Lazy River Products will depend largely on its loyal, local customers. Historically, dispensaries have seen close to 80% of retail revenue derived from 20% of its customers. Lazy River Products

intends to run product promotions, local marketing tactics, surveys and loyalty benefits to ensure retention of its most loyal customers.

Lazy River Products uses its scientific approach and excellence in production to create the best craft cannabis that its loyal consumers demand, helping to bring them back multiple times. To its loyal customers, Lazy River Products' marijuana and marijuana products will speak for themselves, allowing other marketing efforts to focus on new customer acquisition.

### Customer Matrix

Using information from market studies and Lazy River Products' own market expertise, management will target customer as follows:

Priority	Label	Age	Product Type
High	Young Adult Males	18-25	Vaporizers, high potency extracts
High	Middle Class Earners	26-55	Craft flower, edibles, topicals, tinctures
High	Repeat High Spenders	Any	Craft flower, premium products

### Competition

Lazy River Products is aware of the increasing competition in Massachusetts as companies rush to enter the emerging industry. However, it is Lazy River Products' belief that in business, competition is good, and the company intends to use this to its advantage.

In the area surrounding Tewksbury, there is only a limited number of retail licenses being issued and only a few existing Registered Medical Dispensary (RMD) in the bordering cities, who have also granted a provisional license for adult use sales.

Although the company anticipates more applicants in the area, company calculations indicate there is ample demand in the area to support multiple dispensaries. Additionally, Lazy River Products anticipates new prospective customers to be awakened by the new availability of dispensary outlets in this area of the state. For reasons stated, Lazy River Products is well positioned to emerge as a top choice for consumers seeking options in the area.

## Timeline

Company Preparation and Licensing	Duration	Completion
Secure Municipality Approvals	Awaiting Approval	Dec 31st, 2022
Prepare for CCC Application	Being Done Now	Jan 1st, 2023
Develop SOP's	Already Done	January 2023
Submit Application	1 Week	January 2023
Receive Provisional License	3 Months	April 2023
Infrastructure		
Design Infrastructure	Started	April 2023
Engage Contractors	Already Engaged	April 2023
Complete Architectural Review	1 Month	May 2023
Build Out Dispensary	3 Months	June 2023
Receive Final License Approval	1 Month	Oct 2023
Start Up		
Execute Hiring Plan	1 Month	Nov 2023
Implement SOP's	1 Month	Nov 2023
Execute Marketing Plan	1 Month	Nov 2023
Begin Sales		End of Nov 2023

## Retail

Lazy River Products' Retail Storefront will be a state of the art dispensary combining aesthetics with functionality and security. Located at 553 Main St, unit 2 in Tewksbury, this 8,700 square foot Retail Dispensary will rival the cleanest, most well organized big box retailers in business today. Construction on the Retail Space could begin as early as the end of Q1 or Q2 of 2023 or earlier with Tewksbury's approval.

Lazy River Products has a branding strategy and all of its retail locations will all preserve the same look and feel. LRP's Architectural and Design Team are some of the best in Retail and only use the highest quality materials in Lazy River Retail Facilities.

As the proverbial face of the company, the retail dispensary will incorporate a contemporary, brand themed lobby to give the best experience to Lazy River Product customers. The Lazy River Product dispensary will be safe and secure implementing strict security measures and state of the art security systems to ensure dispensary processes occur without issues.

## Dispensary Design

Lazy River Products aims to create a unique feel to their dispensary, combining a sleek, contemporary Apple Store aura with the Lazy River Products, outdoor focused theme. Put together, Lazy River Products can administer a warm and consumer friendly atmosphere that helps distinguish and maximize the Lazy River Products customer experience.

The Lazy River Products dispensary will incorporate the Lazy River Products brand by outfitting the interior with reclaimed wood. The ceilings will be 12-15 feet high, reinforcing the openness of the great outdoors that also allows the customer to feel more comfortable. The river seen in the Lazy River Products logo will be incorporated into the dispensary design in the form of indoor water features, adding to a soothing ambiance.

The dispensary aims not to bring only the great outdoors inside, but to also combine the outdoor brand with modern, stylish twist.



“Nature Meets a Touch Of Modern”

## Security Systems

State of the art security systems will be in place at the Lazy River Product dispensary. Security features will include soundless panic alarms, high definition cameras, a professionally trained security staff and more to ensure the safety and security of Lazy River Product customers, employees, and product.

### Equipment:

- State of the Art Vault with Fireproof Walls
- Panic Alarm (Hold-Up) Devices
- Wall Strobes
- 360 Degree Cameras
- Video Surveillance Systems

- Video Recording Systems
- Video Management Systems
- Electronic Access Control Systems (Card Access)
- Request to Exit Motion Detectors
- UPS Battery Back-Up Systems
- Access Control Power Supply
- Water Sensors
- Glass Break Detectors

## Process

Although Lazy River Products is fully integrated and capable of supplying its own products into its own retail dispensaries, it will also offer a variety of other boutique, craft quality products from other manufacturers and wholesalers. We will be shipping and receiving our own products into the proposed Tewksbury location, as well as products from other providers. There is a very specific process involved in the shipping of and the receipt of Cannabis and Cannabis Products.

At the dispensary, products are counted and logged before being accepted into the facility, ensuring no diversion occurred during transportation. Once confirmed and accepted, the product moves into the secure safe. Inside the Lazy River Products dispensary safe is ample storage for product including refrigeration storage for designated infused edibles ensuring quality is maintained. Using first-in-first-out processes, marijuana products are rotated into front storage, accessible only to dispensary employees. Lazy River employees take product from front storage when their direct supply is low.

At the Lazy River Products dispensary, customers will enter through the main entrance before being greeted by a Lazy River Products employee at the front desk who checks identifications, ensuring nobody younger than 21 is permitted into the dispensary.

Once past the front desk, customers walk into the lobby where they may enter a queue to receive individualized attention from a Lazy River Products employee behind the counter. Customers may also walk around the lobby viewing products on display, reading educational material or perusing ancillary products such as grinders and personal smell-proof containers.

Once in the queue at in front of a Lazy River Products employee, customers request the marijuana product(s) desired. Lazy River Products' dispensary employees are trained to conduct all business matters with customers in a polite and respectful way while using opportunities to cross-sell products to the customer. Once the transaction is completed, the employee thanks the customer for coming in before they depart. Customers exit the dispensary through the same way they entered.

Lazy River Products will also offer Online Ordering and Pick Up.

## Future Growth

Lazy River Products aims to open one additional Retail Storefront in a municipality yet to be determined. This will take place after the launch of the new Tewksbury, MA dispensary and will complete the companies Retail growth within Massachusetts.

## Products

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Lazy River Products will sell its own line of branded products as well as some very specialized provider's products. Here is an idea of the types of products you can expect to see for sale in Lazy River Products Malden location; flower, pre rolls, vape carts, a variety of concentrates and edibles. Concentrates would encapsulate items such as; wax, sugar, budder, sauce, diamonds, Resin, Live Resin, Rosin, Live Rosin and more. Edibles would include items such as gummies, chocolates, hard candies and confectionaries.

## Creating the Craft

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Due to the increasing demand for Massachusetts marijuana, there is and will be a continued rush to push supply. Naturally, businesses will get caught up in filling that demand by rushing processes to speed up production and increase yields. Lackluster techniques such as improper curing, auto trimming and rushed harvesting will all contribute to a product lacking in quality.

Lazy River Products is dedicated to only produce and sell meticulously cultivated cannabis and will initially only trim by hand. Technological advances like automated trimmers can create efficiency but will only be implemented so long as they don't take away from the quality of Lazy River Products' flower.

Our handcrafted techniques and devotion to our product is what makes Lazy River Products a unique and promising company at the forefront of cannabis in Massachusetts. From our premier quality products to our exceptional service to our customers and our community, we are the new definition of excellence in craft marijuana.

**"Give Back, Grow, Succeed"**



## Inventory Procedures

Lazy River Products ("LRP") will implement thorough inventory policies and procedures in accordance with 935 CMR 500.000 and, most notably, 935 CMR 500.105(8). LRP is committed to establishing stringent recordkeeping protocols that ensure data entered into all logging and tracking systems is responsibly and accurately maintained. As required by 935 CMR 500.105(8), LRP will use the Marijuana Enforcement Tracking Reporting & Compliance system ("METRC"), the statewide monitoring system for integrated marijuana tracking, inventory and verification, as its real-time inventory apparatus. LRP will also use Leaf Logix as its point of sale ("POS") system.

Keeping complete, detailed, organized records of inventory will allow LRP to maintain compliance with Commission regulations, efficiently manage inventory levels, and prevent and detect diversion of marijuana.

### General

The Company will utilize integration with METRC to comply with the Cannabis Control Commission's ("CCC" or "Commission") regulations and easily manage the flow of product. Through tracking and inventory policies and procedures, real time inventory will be maintained as specified by 935 CMR 500.105(8)(b), including, at a minimum, an inventory of Marijuana plants; Marijuana plant-seeds and Clones in any phase of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal. Likewise, LRP will track all marijuana seeds, clones, plants, and marijuana products, using METRC. LRP will maintain an inventory of all marijuana in its possession, including marijuana ready for dispensing and all marijuana products, including those quarantined, and awaiting disposal. When any marijuana or marijuana product is tested, the strain/batch is accompanied with the testing results as it progresses through LRP's internal inventory controls.

### Dispensary Inventory

Dispensary inventory during the day can be divided into two sections: back stock and active stock. Back stock inventory is stock located in the Retail Sort vault. Bins are organized using the First In First Out ("FIFO") method so to sell oldest inventory first. Active stock is located in the Back of House ("BOH") vault acting as a fulfillment room during normal business hours. Using Leaf Logix and Metrc, LRP floor and checkout associates will place orders, to be fulfilled by associates in the fulfillment room. Fulfillment associates will place completed orders into a designated pass-through cubby, which can only be accessed by a checkout associate once the fulfillment associate has closed the door on their side, keeping the fulfillment room completely secure.

LRP will also have display cases on the retail floor that at times will contain product to be used to showcase specific featured items such as flower, edibles and concentrates. These display cases will be locked at all times during business hours and any product items will be brought back to the Retail Sort vault and BOH vault at the close of the business day. Display products should have their own separate Metrc package tag, created from the parent package. These tags can be kept in a contained location in a secured area. Display products do not require tags to be physically displayed on the product. Once the product is wasted, this package tag will also allow transportation of this product to a processor for disposal, if the waste disposal process does not occur at the retail.



Specific to the BOH vault acting as a fulfillment room during operating hours; this area will strictly adhere to the following parameters:

1. The BOH vault will operate in a standard fulfillment capacity during business hours.
2. This area will then become a Limited Access Area - secure overnight storage vault 30 minutes after the dispensary closes and until 30 minutes prior to the dispensary opening the following morning. This access is configured and controlled via the Avigilon Access Control system. Alerts have also been enabled for notification of when all vault doors are open during this same period. These alerts are sent to Management.
3. During these hours, only those with security access to the Limited Access Areas will be able to enter (Manager, Asst Manager).
4. The Manager and Asst Manager conduct inventory twice a day. Therefore, they will take inventory prior to the dispensary opening (prior to fulfillment staff arriving), and then again after the dispensary closes (following fulfillment staff leaving for the evening).

Separate storage is provided for quarantined products, marijuana and marijuana products awaiting disposal for a reason outlined by the Commission.

In accordance with 935 CMR 500.105(8)(c), LRP: 1) has established inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana; 2) will conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; 3) will conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and 4) will promptly transcribe inventories if taken by use of an oral recording device. LRP will not sell or otherwise market any product that is not capable of being tested by Independent Testing Laboratories.

## Marijuana Inventory Audits

### *Inventory*

LRP's General Manager is responsible for keeping LRP compliant with the inventory and tracking regulations established by the Commission. Responsibilities include but are not limited to conducting or maintaining inventory checks, application of the tracking system and preparing discrepancy reports.

The General Manager or Manager on Duty, will conduct physical inventory counts and comprehensive inventories of stored marijuana at a minimum of twice a day. The General Manager will also conduct a monthly inventory of stored marijuana. Inventory procedures will require that all inventory counts be reviewed by the General Manager weekly. There will be a comprehensive annual inventory scheduled at least one year after the date of the previous. Inventory counts of finished stored inventory will not be conducted during business operating hours so they can be taken at a time when no inventory is being removed or added to METRC, the POS system, or physical allotments. In accordance with 935 CMR 500.105(8)(d), every inventory record will include, at minimum, the date of the inventory, a summary of the findings, and the names signatures and titles of the agent(s) who conducted the inventory.

Stock inventory will be counted and compared to digital records in METRC and Leaf Logix, the Company's POS system. Reconciliations of inventory will be conducted by the Team Lead under the supervision and authorization of the General Manager. If the counts reflect a discrepancy, inventory reconciliations will reflect the reason for the inventory adjustment. As described more fully below, in accordance with 935 CMR



500.110(9), if an LRP agent discovers an inventory discrepancy, LRP will notify the Commission within 24 hours following the discovery of the discrepancy. Operating procedures will include extraordinary precautions to prevent unlawful product diversion.

### *Waste*

Marijuana products awaiting disposal will be documented, counted/weighed, and cataloged into Leaf Logix and METRC. All marijuana products will be accounted for in both digital and physical logs that reflect the reason for disposal, before it is destroyed and properly disposed. Company waste management procedures will instruct employees on the safe and compliant handling of marijuana waste. Waste disposal policies and procedures can be found in the LRP Quality Control and Testing document and also in the LRP Storage of Marijuana document.

### *Inventory Discrepancies*

LRP has policies and procedures addressing discrepancies identified during an inventory check. Discrepancies are potentially serious matters that may involve the unlawful diversion of marijuana. As such, LRP agents take all discrepancies very seriously and will review and act on in order to resolve any issues.

In the event of an identified discrepancy, the LRP agent conducting inventory will notify the Production Manager. Before the Production Manager involves themselves, a second LRP agent different than who found the discrepancy, will conduct a second inventory. If the discrepancy persists, the Production Manager will conduct a third, independent inventory. If the discrepancy still persists, an LRP agent will fill out a discrepancy report and file it. Security personnel are notified as they are responsible for investigating the matter. The General Manager will notify appropriate law enforcement authorities and the Commission of the discrepancy discovery no later than 24 hours after the discovery. In addition, within 10 calendar days after identification of the discrepancy, LRP will provide an incident report to the Commission which details the circumstances of the event, any actions taken, and provides confirmation that the appropriate law enforcement authorities were notified.

### *Electronic Records Backup Requirements*

All electronic records will have a back-up system, ensuring vital information is never permanently lost, compromised or destroyed. The ability to restore data following an outage, computer or equipment failure will enable LRP to seamlessly maintain compliant recordkeeping of the facility operations.

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## Transportation Plan

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This document is not required for Retail Licensing per the Cannabis Control Commission of Massachusetts.

Since Lazy River Products is a Cannabis Retailer, all of our products we will be selling in store will be coming from our Vendors Pre Packaged and ready for sale. Lazy River Products does not plan to transport product out of the Tewksbury location at the time this application has been submitted.

All products being delivered to Lazy River Products will be delivered by vendors in unmarked, unrecognizable delivery vehicles. These deliveries will be made at alternating times and on alternating days, to provide the most secure transition of product from our vendors to the Tewksbury location.

Products being delivered to Lazy River Products in Tewksbury will be received in through a secure delivery bay, making this retail site truly unique. Delivery vehicles will be able to pull into a secure car port, where a secure door will be closed after the vehicle enters, providing a truly secure delivery option. I don't know of any other Retail Applicants that are proposing secure, inside delivery for product transport.



## Quality Control and Testing

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This document is not required for Retail Licensing per the Cannabis Control Commission of Massachusetts.

Quality Control and Testing is more a function of the Cultivators and the Product Manufacturers in this Industry, not Retail. By the time the product has been received at Lazy River Products in Tewksbury the product has already been tested by a third party, Independent Testing Laboratory in Massachusetts. Every single one of the items we place out for sale have gone through this process and have been appropriately labeled to reflect such testing has taken place. The results of those tests are also printed on the label.

There is also the State's Metrc system that is used to manage the "Seed – To – Sale" tracking process. This allows Companies that are growing or creating products to track and account for each individual product and be able to track that product back to its host facility that created it. From there the companies can further determine, what products were used in its creation, what room the plants were grown in, what products were used on the plant, who was working on the plant throughout its lifecycle etc.

Any product found to be deficient from a quality perspective, any product that is not sealed and has been tampered with, broken packages etc will immediately be quarantined for return to Host vendor. We will not be disposing of cannabis waste onsite. Any failed product will be returned immediately to the vendor it came from through secure delivery.



## Personnel Policies Including Background Checks

Lazy River Products ("LRP") will apply for registration of all its board members, directors, employees, executives, managers, and volunteers who are associated with LRP as Marijuana Establishment Agents. Applications will comply with 935 CMR 500.030. All LRP individuals applying for registration will have signed and notarized CORI Acknowledgement Form, pursuant to 803 CMR 2.09. Applicants will also give authorization to obtain a full set of fingerprints in accordance with M.G.L. c. 94G, § 21. LRP employees will not assume any duties of employment or otherwise participate in the operations of the company unless and until they receive their Marijuana Establishment Agent registration from the Commission. For extensive details on LRP personnel initially registering to be Marijuana Establishment Agents, see documents 'LRP Background Check Policy' as well as 'Hiring Process SOP'.

Once a licensed Marijuana Retailer, LRP's Human Resources Coordinator is held responsible for the proper registration of new agents.

### Record Keeping

LRP will keep and maintain personnel records and personnel policies in accordance with 935 CMR 500.105(9)(d). These records will include but won't be limited to the following:

- 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. These records shall be maintained for at least 12 months after termination of the individual's affiliation with LRP 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 in accordance with 935 CMR 500.105(1)(i) 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.



LRP shall also maintain and disseminate alcohol-, smoke- and drug-free workplace policies in accordance with 935 CMR 500.105(1)(k). LRP's Human Resources department is ultimately responsible for the keeping and maintenance of these records.

### Immediate Termination

In accordance with 935 CMR 500.105(1)(m), LRP has an immediate termination policy that applies to LRP staff who have diverted marijuana, engaged in unsafe practices with regard to the operation of the dispensary, or been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving the distribution to a minor.

If LRP determines that diversion has occurred or that an employee has engaged in unsafe practices, LRP will report such findings to the Cannabis Control Commission ("CCC" or "Commission") and/or local law enforcement officials within 24 hours of discovering the reportable event. In accordance with 935 CMR 500.110(9)(b), within 10 days after discovering the reportable event, LRP will file an incident report describing the reportable event and the actions taken by LRP in response to the event.

### Training

LRP will ensure that all of its marijuana establishment agents complete training prior to performing any job functions. Training is tailored to roles and responsibilities of the job and will include a Responsible Vendor Program in accordance with 935 CMR 500.105(2)(b). LRP agents will also receive at least 8 hours of on-going training annually in accordance with 935 CMR 500.105(2)(a). For more, see the LRP Qualifications and Training document.

### Structural Failure or Power Loss

If the LRP dispensary experiences a structural failure or power loss, the Facilities Manager or its designee will be the one to decide if evacuation is necessary. If evacuation is deemed necessary, the designated LRP manager will verbally transmit the evacuation message or sound the evacuation alarm, depending on the severity of the evacuation. Scenarios exist where only a section of the facility may lose power. To ensure the type of power failure, employees are trained to check separate sections to confirm how much of the facility has lost power. If the entire facility has lost power, staff will move to the facility common area and using emergency lighting, maneuver through the facility towards exits. Once everyone is outside, the facility is locked and secured.

### Robbery

LRP employees are instructed to never risk their life for merchandise or money as those can be replaced. In the event of a robbery, LRP employees are trained to remain calm while not trying to outsmart or verbally confront the individual. If staff feels safe, they may push the panic button which will notify authorities. If unable to push a panic button, staff are instructed to call 911 when possible and shall still push the panic button.

If, when opening, the dispensary looks to have been broken into, staff are instructed not to enter, but rather shall alert authorities and management and flee to a safe space.



## Fire Emergencies

The LRP dispensary will be equipped with fire alarm systems that include smoke detectors and pull-down alarms that notify the local fire department when triggered. The emergency response system is also equipped with sirens and flashing strobe lights that activate in times of emergencies. At the signal of a fire emergency, employees are to evacuate immediately. Employees are trained to handle fire emergency situations and are educated on some of the dangers when fleeing a fire, for example the varied toxicity of smoke and the importance of avoiding it. Employees are trained to use fire extinguishers and are made familiar of their locations during training. When fires are noticed by employees and not severe, employees are to immediately notify management and utilize the facility's fire extinguishers to extinguish the fire. For more serious fires, the fire alarm is triggered before notification of management.

## Bomb or Terrorist Threat (Call)

When a call comes into the facility that identifies itself as a bomb threat, LRP employees are instructed to keep the caller on the line as long as possible. If the caller doesn't give specific details to a bomb, employees are to inquire. LRP trains employees to pay attention to the phone call, specifically for anything that could help in identifying the caller (male or female, other sounds giving locational clues). Immediately after the caller hangs up, the employee receiving the call must report the information to law enforcement authorities. Management will be notified after.

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## Record Keeping Procedures

Lazy River Products ("LRP") maintains various records associated with business activities that need to be properly kept for future reference. Records maintained by LRP will be made available to the Cannabis Control Commission ("CCC" or "Commission"), upon request. When possible, records are retained electronically and saved redundantly to avoid total loss. Following the potential closure of the prospective LRP retail facility, all records will be kept for at least 2 years at the expense of LRP in a form and location acceptable to the Commission in accordance with 935 CMR 500.105(9)(g). Types of records include all records required in any section of 935 CMR 500.000 in addition to the records outlined in 935 CMR 500.105(9):

- 1. Financial Records:** Maintained in accordance with generally accepted accounting principles ("GAAP") and kept electronically. Financial business records will include, but not be limited to assets and liabilities, monetary transactions, books of accounts, sales records, salaries and wages and additional records outlined in 935 CMR 500.105 (9)(e). For additional information, including policies and procedures related to financial records, see the LRP Maintenance of Financial Records document.
- 2. Personnel Records:** Maintained electronically and for at least 12 months after an employee is terminated. Personnel records will contain all the information outlined in 935 CMR 500.105(9)(d). These shall include at least the following categories of information: 1) Job descriptions for each agent; 2) A personnel record for each agent; 3) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions; 4) Personnel policies and procedures; and 5) All background check reports obtained in accordance with 935 CMR 500.030. LRP will also maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission or any other applicable licensing authority upon request during normal business hours. After an employee is hired by LRP, a personnel file will be created containing information such as their resume, application, copy of government issued license, emergency contacts, and other details as specified by the Commission. Employee records will be updated by administrative employees as necessary with information such as documentation of completion of required training and disciplinary actions. For more information on LRP's personnel policies, see the Policies and Procedures Including Background Checks document.
- 3. Trainings:** Maintained electronically, LRP will maintain records of Responsible Vendor Training program compliance for four years. LRP agents will complete other trainings as part of their required eight hours of on-going training annually and LRP may keep records of these trainings, along with an employee's personnel records.
- 4. Contracts:** Maintained electronically and in hard-copy format. Contracts are retained indefinitely or until deemed unnecessary. From inception, LRP will create a file, physical or virtual, that will contain all contracts LRP has with other companies. Contracts will be added once signed and will remain indefinitely in the database.
- 5. Written Operating Procedures:** As required by 935 CMR 500.105(1) and maintained electronically. The Company expects these documents to evolve with the business; therefore, they are retained and updated into perpetuity. Written Operating Procedures are housed in a database that employees have limited access to.
- 6. Inventory Records:** Maintained electronically via the state appointed cannabis tracking system. Detailed inventory records are maintained as required by 935 CMR 500.105(8)(d). Every inventory record will include, at minimum, the date of inventory, a summary of inventory findings, and the names, signatures



- and titles of those who conducted the inventory. Summarized inventory detail is maintained in accordance with financial record standards. If inventory records were taken by use of an oral recording device, they are promptly transcribed in accordance with 935 CMR 500.105(8)(c)(4). For additional inventory policies and procedures, see the Inventory Procedures document.
7. **Security Records:** LRP will maintain and keep all 24-hour recordings from all video cameras for at least 90 calendar days that will be made immediately available to the Commission upon request LRP will also maintain security maintenance check reports, visitor logs, and daily security walk-through reports. Recordings will not be destroyed or altered and will be retained as long as necessary if LRP is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. All recordings will be maintained in a secure location to prevent theft, loss, destruction and alterations. For more information on the security system, security cameras, and other details specific to security, see the LRP Security Plan document.
  8. **Transportation Records:** Maintained electronically or in hard-copy format, transportation records are any and all records not defined elsewhere in this document that include, but not limited to: manifest records, vehicle registration and inspection documentation, and drivers' licenses. For additional information on policies and procedures related to transportation, see the Transportation of Marijuana document.
  9. **Waste Disposal Records:** Maintained either in hard-copy format or electronically as required under 935 CMR 500.105(12), waste disposal records will include, at minimum, the date, type and quantity disposed or handled, the manner of the disposal or other handling, the location and the names of the LRP agents present with their signatures. Logs associated with waste are readily available with 90 days of data, at which time they are transferred into archive via limited-access filing cabinet. Archived data is maintained for 3 years. Waste disposal procedures can be found in the LRP Quality Control and Testing document and the LRP Storage document.
  10. **Maintenance Records:** Maintained in electronic and hard-copy format. Work orders associated with building or equipment maintenance are retained for 3 years.
  11. **Visitor Logs:** Maintained in electronic and hard-copy format. Visitor logs are retained for 3 years.
  12. **Seed-to-Sale Tracking Records:** Tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). LRP shall use the Commission-approved METRC seed-to-sale tracking system.
  13. **Incident Reporting:** LRP will notify appropriate law enforcement authorities and the Commission of any breach of security or reportable incident immediately and, in no event, more than 24 hours following discovery of the breach of security or reportable incident. LRP shall notify the Commission and local law enforcement after all serious events including, but not be limited to, the occasions listed in 935 CMR 500.110(9)(a).

## Confidentiality

LRP will maintain a high level of confidentiality in all aspects of business operations, only allowing accessibility to those who are authorized. This policy is maintained throughout the entire company and not only applicable to records and recordkeeping. All records will be kept confidential through an electronic safeguard system, including a network firewall. All equipment will be monitored for accuracy and efficiency monthly, using a third-party specialized vendor. Credentials will be verified by the Human Resources Manager. Network health reports will be communicated monthly to the LRP Management for review.



### Visitor Record Keeping

Any individual seeking access to an LRP Marijuana Establishment must have a reasonable need for access. Before being admitted into the facility, the visitor must receive a visitor identification badge. Visitors receive a badge after being positively identified by security as being at least 21 years old. Security personnel will check visitors from their station at the security desk immediately behind the main entrance to the facility, noting the visitors name, arrival time, and purpose of visit in the Visitor Log. Visitors must also have their visitor badge visibly displayed at all times throughout their visit. Upon the departure of the visitor, the Visitor Log will be updated with the time they left and any relevant notes. Additional details on visitor/non-consumer access can be found in the Security Plan document of this application.

### Inventory Counts

LRP will have the General Manager who monitors inventory and assumes the most responsibility regarding inventory records. One of these responsibilities is to conduct a monthly audit of the facilities inventory. There will also be a daily inventory count conducted at the beginning and end of each business day. All inventory counts include, at minimum, the date, summary of inventory findings, and the names, signatures and titles of the individuals who conducted the count. If there are any discrepancies, the General Manager is notified, and a discrepancy count is carried out. If, after the discrepancy count, the cause discrepancy isn't identified or is identified to be from diversion, the appropriate steps are taken by LRP staff and the Commission and appropriate law enforcement authorities are notified in accordance with 935 CMR 500.105(9).

### SOP Housing

Written standard operating procedures (SOPs), training modules and other related documents such as the Employee Handbook, live in a centralized, electronic database, available to all Company employees. These materials are reviewed at least once a year by the General Manager and Human Resources Manager. Through the database, employees are able to review applicable operating procedures and improve their skills. The database is secure and allows for confidentiality of in-house policies and procedures.

### Recording Diversion, Theft, and Loss

Upon a breach of security or other reportable incident as outlined by 935 CMR 500.110(9)(a) the Commission and law enforcement authorities are notified immediately and, in any event, no later than 24 hours after discovery of the breach of security or reportable incident. LRP staff will fill out an incident report for breaches of security along with any other events deemed appropriate by management. Agents who witnessed, discovered, encountered or were otherwise involved in the incident, will be required to provide details to be included in the incident report. For every incident, the Security Manager also fills out the Security Manager incident report and both are filed and stored in a secure manner. All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a), including any incident reports created and provided to the Commission pursuant to 935 CMR 500.110(9)(c), shall be maintained by a Marijuana Establishment for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within their lawful jurisdiction.



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## Maintaining of Financial Records

Lazy River Products ("LRP") maintains financial information on the accrual basis in accordance with Generally Accepted Accounting Principles ("GAAP"). LRP intends to allow as many standard forms of payment but understands the potential limitations associated with operating regarding cash intensive transactions. To ensure accuracy, security and data integrity, the Company utilizes several procedures:

1. **Recordkeeping:** LRP will maintain business records compliant with the regulations set forth in 935 CMR 500. These records along with any other records outlined in 935 CMR 500 will be made available to the Commission upon request. Business and financial records will be maintained in accordance with generally accepted accounting principles. Financial records maintained by LRP include but are not limited:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts which include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers;
  - Sales records including the quantity, form and cost of marijuana products
  - Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a LRP.

LRP uses QuickBooks to maintain accounting records. This system permits LRP to maintain and update transaction data such as Company purchases, inventory valuation revenue and payroll. QuickBooks is hosted via virtual private network through Right Networks. Data is stored online and is also backed up to a local, secure server daily. Supporting documentation for transactions is also stored locally on a secure server. System access is limited to certain authorized users on LRP's executive management team and each authorized user has unique security credentials.

2. **Accounting Review:** LRP will engage with third-party accounting firms MFA Companies and Supporting Strategies to review annual financial reports for compliance with GAAP. The third-party accountant will also perform bank reconciliations once a month.
3. **Tax Records:** LRP will engage with MFA Companies and Supporting Strategies to prepare and file federal, state and other tax returns to ensure compliance.
4. **Closure Records:** If LRP's facility closes, all records including business and financial records, will be maintained securely by LRP at the cost of LRP for a period of two years.



## Handling Cash (Retail Only)

(Storage, Collection, Frequency, and Transport) At the end of every day, LRP staff will collect the cash from their respective registers and reconcile. After a successful reconciliation, the cash will be bundled together before given to a designated employee who will place the cash into a lockbox located within the locked safe. Only the General Manager and Controller have access to the safe and lockbox. Cash will get picked up by International Protective Services, Inc. (IPS) as a courier service, scheduled at the discretion of the General Manager and Controller. The courier will meet at the dispensary once a week (or more often as required) to drive and deposit money in an unmarked armored vehicle, making sure to randomize the route and remain in communication with the Controller, who will monitor the drop remotely.

### Daily Cash and Debit Card Handling Process:

The following steps have been defined as it pertains to daily management of cash drawers and drops to the cash safe. This is also outlined in policy 'LRP\_Employee\_CashHandling\_Policy'.

1. Checkout Associate (CA) assumes responsibility for a cash drawer for making change for customers paying with cash at the beginning of their shift.
2. Each drawer will be counted by the CA, in the presence of a team lead, at the beginning of each shift and will contain \$200 in cash.
3. All payments (no matter what form) will be entered into the POS system and a copy of the printed receipt will be attached to the customer exit bag. The option of emailing a copy of the receipt to the customer will also be available.
4. During mid-shift if the cash drawer requires a cash drop, the CA will contact the Team Lead or Manager on duty for a cash pickup following the steps below:
  1. When cash drawer bill clip is level with the top of the drawer.
  2. The Team Lead or Manager on duty is then contacted for a cash pickup.
  3. The Team Lead or Manager on duty will then collect cash from the POS cash drawer and will put it into a secure deposit bag with a lock. The deposit bag will then get locked at the POS station.
  4. Team Lead or Manager on duty will carry the deposit bag back to the cash vault where it will be stored and remain locked until the end of the CA's shift.
5. At the end of the shift the CA shall:
  1. Printout a report from the POS station of daily transactions.
  2. Printout a report from the debit card transaction devices.
  3. Bring cash drawer over to open office 115 for drawer count down.
  4. This is when the Team Lead or Manager on duty will collect any mid-shift cash drop bags from the cash vault and will bring them for cash drawer count down.
  5. As part of this process the CA will use the balance sheet to countdown and tie out drawer and reconcile cash and debit card transactions.
  6. If the debit card transactions report does not match what's reported in the POS debit card transactions report then the CA will notify the Manager on duty. At this point the discrepancy policy will be followed.
  7. After all discrepancies have been rectified then close-out procedures will proceed for POS and debit card terminal as listed below:
    1. Leaf Logix POS close-out.
    2. Debit Card terminal close-out.



## Sales and POS System (Retail Only)

LRP will utilize Leaf Logix as its POS system. Leaf Logix will be utilized at the stationary terminals as well as the floating terminals used by Sales Associates. In accordance with 935 CMR 500.140(6)(c), LRP will never utilize software or other methods to manipulate or alter sales data. The POS system will be inspected monthly to determine no software or other methods to alter sales data have been implemented. LRP shall maintain records that it has performed this monthly analysis. If an inspection reveals that software has been installed or another method has been implemented to alter sales data, LRP will notify the Commission, cooperate with the Commission in any related investigations, and take any other actions directed by the Commission. LRP will also comply with 830 CMR 62C.25.1 regarding recordkeeping requirements. The POS system is enabled to separately account for marijuana and non-marijuana sales, and LRP agents are trained to appropriately separate marijuana and marijuana products sales from non-marijuana sales using the POS system. In accordance with 935 CMR 500.140(5)(g), the DOR and Commission may audit and examine LRP's POS system to ensure compliance with Massachusetts tax laws and 935 CMR 500 as necessary.

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## Qualifications and Training

### Training

Lazy River Products ("LRP") will hire all employees on a 90-day probationary basis at first. During this probationary period, employees will complete a comprehensive training program and will be evaluated for suitability in a restricted-access environment. Training will be customized based on the role of the employee and will include, at minimum, a Responsible Vendor Training Program in accordance with 935 CMR 500.104(2)(b). LRP will maintain records of employee completion of the required responsible vendor training for no less than 4 years. In compliance with 935 CMR 500.105(2), LRP will ensure that, prior to performing any job functions, employees will learn the responsibilities of their position and how the position operates on a daily basis. A component of this part of training achieved through shadowing exercises. New hires will spend time observing their supervisors and current agents working the same role. New hires will be able to visually experience a regular day in this position and will be able to ask questions. LRP ensures that all hired staff will complete training prior to performing job functions. Training will be held on-site and will cover the following:

1. Health and Sanitation;
2. Legal Compliance;
3. Safety and Security;
4. Inventory Monitoring and Reporting/Recordkeeping;
5. Marijuana Product Education; and
6. Job Specific Roles.

### Annual Training

Pursuant 935 CMR 500.105(2)(a), LRP requires that all its agents receive at least eight hours of on-going training annually. This training could cover a variety of topics ranging from updated laws and regulations to cannabis education. The General Manager is ultimately responsible for the topics covered in annual on-going training and is assisted by the Human Resources Manager who is ultimately responsible for ensuring all LRP agents complete the required annual training. LRP will utilize both internal and external experts and professionals in fostering on-going training. On-going training will be recorded and stored along with an individual's personnel records.

### Responsible Vendor Training

Within 90 days of hire, any LRP registered agent will have attended and successfully completed a responsible vendor program. Once all agents have successfully attended and completed a responsible vendor program, LRP will be designated as "responsible vendor", a status LRP will maintain so long as operations continue. All new employees of LRP will also participate in a responsible vendor training program within their first 90 days of service to maintain LRP's status as a responsible vendor. Once an agent has completed a responsible vendor training program, they must complete the program annually to ensure LRP maintains status as a responsible vendor. LRP will maintain records of Responsible Vendor Training compliance for at least 4 years. Administrative employees who do not handle or sell marijuana may take the Responsible Vendor program voluntarily.



## Health and Sanitation

LRP will provide thorough training to all facility employees to mitigate potential sanitation or safety risks. An emphasis will be placed on the regular cleaning and sanitation of all areas where products and customers may be present.

Health and sanitation training will focus primarily on contamination prevention and employees will learn best practices for preventing contamination of marijuana products from biological contaminants (e.g. parasites, mold, bacteria), physical contaminants (e.g. dirt, dust, glass) and chemical contaminants (e.g. cleaning compounds, sanitizing agents, solvents). Training will primarily focus on the below topics:

1. Inventory inspections – Procedure for inspecting marijuana products for signs of damage (e.g. water damage), pests and expiration dates.
2. Cleaning and sanitizing – Procedures for:
  - a) regular cleaning of equipment, utensils and surfaces to protect against contamination; and
  - b) cleaning and sanitization of display cabinets, countertops and other service areas at the beginning and end of each shift, and throughout the day as needed.
3. Storage of chemicals – Procedures for identifying and storing chemicals, including cleaning compounds, sanitizing agents and solvents.
4. Handling of marijuana products – Protocol for proper sanitation and personal hygiene prior to handling any marijuana product.

Health and sanitation training will also include the protocol for handling, storing and disposing of marijuana waste. Additional details related to health and sanitation may be found in the Quality Control and Testing document.

## Legal Compliance

Legal compliance training will educate employees on applicable laws regulations and Commission guidance (collectively, "Applicable Law"), particularly how Applicable Law informs the day-to-day operations of LRP's facility. Training will cover:

1. Inventory tracking compliance;
2. Required labeling and packaging of marijuana products;
3. Daily purchasing limits;
4. Recordkeeping and confidentiality;
5. Prevention of illegal diversion of marijuana; and
6. Disposal of marijuana waste.

Employees will complete initial legal compliance training at new employee orientation and will receive additional training from time-to-time as necessary to track any relevant changes to Applicable Law.

## Security

Each new employee shall undergo safety and security training before beginning work. As a part of the employee orientation process, all employees will be provided with a copy of the final security plan, as well as security and safety training. Security and safety training shall consist of examination and discussion of the security plan, premises orientation, emergency training, and situational training.

Initial employee safety and security training shall include:



1. Building orientation and access authority which shall include:
  - a) The proper use of employee's access badge for entry into the premises and main building entrance;
  - b) The proper use of employee's access badge for entry into employee's authorized access areas;
  - c) Facility standard business hours and protocol for entry and exit outside standard business hours;
  - d) The proper use of employee's agent card;
  - e) Employee's authorized entry and exit points;
  - f) Employee's locker; and
  - g) Restroom and sink facilities.
  
2. Measures and controls for the prevention of diversion, theft or loss of marijuana which shall include:
  - a) Necessity of keeping all Limited Access Areas always locked and secured;
  - b) Prohibited activities such as entrance into unauthorized access areas;
  - c) Awareness of video monitoring; and
  - d) Requirement to report any unusual activity, security concern, or loitering.
  
3. Procedures and instructions for responding to an emergency that will include:
  - a) Accident prevention training;
  - b) How to respond to an emergency;
  - c) Emergency service provider location;
  - d) Emergency service contact information;
  - e) Emergency first aid kit locations; and
  - f) Emergency exits and panic button locations.

### Inventory Monitoring and Reporting

Inventory Monitoring and Reporting/Recordkeeping training will focus on making all employees proficient in LRP's inventory tracking and point of sale systems and protocols for recordkeeping. LRP will utilize the point of sale system training program and resources to provide hands-on, situational training to employees on the protocols and procedures required by the Inventory and Recordkeeping Plans. Employees will also be trained to recognize counterfeit currency and will receive general fraud protection training.

### Product Education

The Company will provide comprehensive training of employees regarding various aspects of marijuana use. Such training will aim to provide all employees with a thorough understanding of the following:

1. The various marijuana strains, and the benefits and drawbacks of each;
2. The various marijuana products and consumption methods, and the benefits and drawbacks of each;
3. The various cannabinoids (including THC and CBD) found in marijuana products and the benefits and drawbacks of each;
4. Dosage information, cannabinoid content and serving size for different marijuana products.
5. Warnings for different marijuana products. Marijuana product education training sessions will be held periodically to keep employees informed on new marijuana products and information on marijuana strains.



LRP shall also require that all employees become familiar with the consumer education materials located at the facility which, pursuant to 935 CMR 500.140(6), will include:

1. A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using Marijuana, and that it should be kept away from children;
2. A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
3. Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
4. Materials offered to consumers to enable them to track the strains used and their associated effects;
5. Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
6. A discussion of tolerance, dependence, and withdrawal;
7. Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
8. A statement that consumers may not sell marijuana to any other individual;
9. Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and
10. Any other information required by the Commission.

**COVID NOTICE:** *Due to the outbreak of COVID-19, our business is taking extra precautions for the care of every employee to include enhanced sanitation/disinfecting procedures and full PPE in compliance with CDC guidelines. For updates through this pandemic please refer to the CDC and MA Department of Public Health guidelines, as applicable.*



## Diversity Plan

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This Diversity Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiative(s) Lazy River Products plans to engage in, in order to promote equity within the company in favor of the following demographics:

1. Minorities
2. Women
3. Veterans
4. People with Disabilities
5. Members of the LGBTQ+ community

## Goals

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment and providing tools to ensure their success.
  - a. Lazy River Products intends to have at least 40% of yearly new hires be minorities, women, veterans, people with disabilities, or members of the LGBTQ+ community in which that 40% will be comprised of the following cohort designation percentages:
    - i. Women (35%)
    - ii. Minorities (30%)
    - iii. Veterans (15%)
    - iv. People with Disabilities (5%)
    - v. Members of the LGBTQ+ community (15%)
  - b. Lazy River Products will host bi-annual internal training workshops that focus on topics such as public speaking, professional development, resume writing, management, and leadership skills. These trainings will be conducted online or at the Lazy River Products training facility at 533 Main St., Unit 2, Tewksbury, MA 01876.
2. Distributing quarterly internal workplace newsletters that encourage current employees to recommend individuals falling into the above-listed demographics for employment.

## Programs

**Program One:** Increasing the number of individuals falling into the above-listed demographics working in the establishment and providing tools to ensure their success.

Lazy River Products will promote a diverse workforce by ensuring that at least 40% of annual hires fall into the above-listed demographics. To ensure Lazy River Product’s commitment to a diverse and inclusive workplace, we have chosen to partner with Minorities Professional Network (“MPN”) ([www.mpniversityjobs.com](http://www.mpniversityjobs.com)), which has a 20+ year proven track record for diversity recruiting. MPN is highly ranked “organically” on Google for “top” diversity job sites/job boards, minority job sites, etc., and has generated results for over 1,000 clients and partners including Fortune 500 businesses.

Lazy River Products will also annually attend the Boston Bilingual and Diversity job fair, where it will be able to educate and promote diverse hiring and connect with potential candidates, all of which must be 21 years or older.



To promote equity among employees, management will organize bi-annual internal training workshops that focus on topics such as public speaking, professional development, resume writing, management, and leadership. All Lazy River Products employees will be permitted to attend these training sessions.

**Program Two: Distributing internal workplace newsletters that encourage current employees to recommend individuals falling into the above-listed demographics for employment.**

As part of efforts to increase the number of individuals falling into the above-listed demographics working in the establishment, Lazy River Products will distribute internal workplace newsletters, at least once a quarter, to current employees encouraging them to recommend diverse individuals for employment.

### Measurements

Lazy River Products has outlined methods in which the goals and programs will be tracked and measured for success. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license. One month before the submission to renew a Lazy River Products license, designated Lazy River Products agents, including members of management, will meet to review the Diversity Plan. As part of this internal review, Lazy River Products will evaluate the plan and measurements, analyze successes and failures, and address potential adjustments. The Human Resources Coordinator is responsible for guiding and ensuring the success of this plan and will update the CEO on progress on a monthly basis.

**Program One Metrics:** To track Lazy River Products' goal of hiring 40% of its workforce from individuals in the above-listed groups, Human Resources will keep detailed records of relevant information, so employee composition can be easily tracked. The number of individuals hired who are minorities, women, veterans, people with disabilities, or members of the LGBTQ+ community will be counted and assessed from the total number of individuals hired to ensure at least 40% of all individuals hired fall within this goal. LRP will use a Voluntary Self-Identifying Survey during the applicant's application process that will allow them the opportunity to identify themselves as one of the above mentioned cohorts if they choose to do so. Human Resources will also keep record of outreach efforts to specifically identify diverse candidates for employment, including job postings through MPN and diversity job fair participation. Lazy River Products will also track the number and subject matter of internal trainings offered and performed, and to whom. Human Resources will report progress of these metrics to the CEO on a monthly basis.

**Program Two Metrics:** The internal workplace newsletter will be circulated by Human Resources, and Human Resources will keep an electronic copy of each newsletter as record and will also keep record of the number of new employees hired through this program. Human Resources will report progress of these metrics to the CEO on a quarterly basis.

### Diversity Plan Acknowledgments

Lazy River Products pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Lazy River Products likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Lazy River Products will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.



## Energy Compliance

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This document is not required for Retail Licensing per the Cannabis Control Commission of Massachusetts.

This Energy Compliance SOP is for the Cultivators and the Product Manufacturers in this Industry in Massachusetts. Due to the type of equipment used and the amount of energy that machinery draws, there was a need to be sure these licensees had a plan to address the massive amounts of energy these sites consume. The size of a Cultivators Canopy and their license type or "Tier" will determine how many Watts per sq ft can be used.

In retail, the same requirements don't exist because retail is retail. There isn't a need for large mechanical units, lab equipment or lighting in Retail and therefor the draw on energy resources is not equal to that of Manufacturing Licenses.

This location is 8700 sq ft. There are 2, 15 ton units on the roof providing HVAC services to the space. The vault, common areas and showroom floor will all be lit, newer LED lighting that has a very low draw. There is nothing in this location that justifies the need to articulate a plan around energy consumption.



## Plan for Obtaining Marijuana or Marijuana Products

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### Summary

Lazy River Products (“LRP”) will only provide consumers with marijuana and marijuana products that have been tested at Independent Testing Laboratories licensed by the Cannabis Control Commission (“CCC” or “Commission”). LRP plans to supply itself with marijuana products from its cultivation facility as well as other licensed marijuana cultivators and product manufacturers in Massachusetts.

### Overview

LRP’s General Manager (“GM”) or Inventory Manager/Associate is the designated representative responsible for oversight of the delivery and receipt of marijuana and marijuana products to the dispensary and initial control of those products in the custody of the dispensary. LRP’s Security Personnel works closely with the GM and Inventory Manager/Associate and is responsible for developing and overseeing compliance with Standard Operating Procedures (“SOPs”) for all aspects of the receipt, inspection, and storage of items containing marijuana products from providers, in accordance with 935 CMR 500.000. The Inventory Manager/Associate will also develop and train each designated LRP agent in all SOPs relating to the receipt, storage, dispensing, and disposal of marijuana and marijuana products, and will retain all records documenting the attendance of such LRP employees at each training, in accordance with 935 CMR 500.000.

### Incoming Delivery

Before any purchase or delivery is made, LRP will require the supplier to provide an up-to-date copy of its license from the Commission and will request that it provide a manifest that matches the purchase order, which, in accordance with 935 CMR 500.105(13)(f), must include:

1. The originating Marijuana Establishment name, address, and registration number;
2. The names and registration numbers of the agents who transported the marijuana products;
3. The name and registration number of the supplying marijuana establishment agent who prepared the manifest;
4. The destination Marijuana Establishment name, address, and registration number;
5. A description of the marijuana products being transported, including the weight and form or type of product;
6. A copy of the testing results that correspond with the purchased marijuana and marijuana products;
7. The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
8. The date and time of departure from originating Marijuana Establishment and arrival at destination Marijuana Establishment for each transportation;
9. A signature line for the LRP agent who receives the marijuana products;
10. The weight and inventory before departure and upon receipt;



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11. The date and time that the transported products were re-weighed and re-inventoried;
12. The name of the marijuana establishment agent at the LRP who re-weighed and re-inventoried products; and
13. The vehicle make, model, and license plate number.

The manifest shall be filled out in triplicate, with the original manifest remaining with the originating marijuana establishment, the second copy provided to LRP, and a third copy to be kept with the licensed marijuana establishment agent during transportation and returned to the marijuana establishment agent or marijuana transporter on completion of the transportation. Prior to transport, the manifest shall be securely transmitted to the destination Marijuana Establishment by facsimile or email. LRP will only accept marijuana or marijuana products delivered in vehicles meeting state requirements regarding security and signage. LRP will retain all manifests for no less than one year and make them available to the Commission on request. When receiving marijuana or marijuana products, in accordance with 935 CMR 500.105(13)(a)(4), LRP shall ensure that all transported marijuana products are linked to the seed-to-sale tracking program.

Immediately prior to arrival of a transport vehicle, LRP Security Personnel will verify that hallways and waiting areas are clear and that the exterior parking areas are patrolled to observe and report suspicious activity within or around the property lines. Should LRP notice any suspicious activity, the delivery process will stop immediately, and the driver is requested to return to the facility of origin. In addition, if LRP refuses any marijuana products, such products shall be transported back to the originating marijuana establishment in compliance with 935 CMR 500.105(13)(a)(5).

### Inspection

The LRP dispensary has a secured shipping and receiving area that is equipped with video surveillance and adequate lighting. In accordance with 935 CMR 500.110(5), LRP's video surveillance server will record the shipping and receiving area 24 hours per day, 7 days per week. In addition, the shipping and receiving area will be kept clear of debris and obstructions to ensure that security is properly implemented, and deliveries are handled safely.

The burden of custody is maintained by the licensed supplying Marijuana Establishment until LRP inspects, approves and accepts each delivery. Marijuana and marijuana products undergo a thorough inspection that takes place inside the secured area and in complete view of security cameras. The Security Personnel will request that the delivery driver not to depart until the General Manager or Inventory Manager/Associate finalizes the inspection and approves the delivery.

Incoming product deliveries follows the below defined steps:

1. Any incoming deliveries first require the delivery driver to contact the LRP security office or designated direct LRP contact upon arrival which will either be the GM, Inventory Manager/Associate or Wholesale Account Manager.
2. The delivery driver will then enter the security office vestibule to have their credentials verified.
  - a. In some cases, the delivery driver may be instructed to go directly to the Shipping/Receiving area where LRP Security will meet the driver at the perimeter fence to check credentials.



3. Once credentials are verified, the delivery driver can then proceed to the shipping/receiving dock where they will be met by LRP security personnel (in the case of item 2 above).
4. The shipping/receiving dock has a roll away lockable perimeter fence that will only be opened when the delivery drivers' credentials have been verified at which point security personnel will open the fence to allow the driver to back up to the shipping/receiving dock. Security personnel is to then close the roll away fence during the entire delivery process to prevent any unauthorized individuals from entering the secure perimeter fenced area.
5. Once the roll away fence is closed, the Shipping/Receiving bay door can be opened.
6. For delivery of marijuana products, the retail GM or designated LRP agent for receiving product will also accompany LRP security personnel.
7. Once the delivery is complete, the Shipping/Receiving bay door will be closed. The roll away fence can now be opened to allow the delivery driver to exit. Once the delivery driver exits the roll away fence is to be closed immediately.

The Security Personnel will open the secured container with security code information transmitted by the supplier prior to the delivery (if applicable). Then the General Manager or other designated and authorized LRP agent conducts an inspection to ensure all products meet the Commission's packaging and labeling requirements. They also confirm that the product is not expired, damaged, deteriorated, misbranded or adulterated, all of which is witnessed by the Security Personnel (who is not permitted to sign for deliveries).

The receiving LRP agent will also review documented proof that the product has passed mandatory Independent Laboratory Testing. The LRP agent will then count, weigh and confirm that all product is present and conforms to the purchase order and transport manifest, noting any discrepancies. Only ordered products and inspected packages will be accepted in the facility.

Non-conforming items will not be accepted. This includes but is not limited to; marijuana products failing to adhere to relevant packaging and labeling requirements (including but not limited to 935 CMR 500.105(5)(a) through (d) and 935 CMR 500.105(6)), or product that is expired, damaged, deteriorated, misbranded or adulterated, in accordance with 935 CMR 500.105. Such items will remain in the transport package and will be returned to the provider by the delivery driver. This will be noted on the manifest. The GM or Security Personnel will inform the provider immediately after departure of the transport, emailing a copy of the manifest including the reason for the return and providing a new code for the secure container. All returned product packages should otherwise remain untouched and closed. The GM or Security Personnel will also notify the Commission about any discrepancies that require marijuana and/or marijuana products to be returned and not accepted.

### Acceptance

Upon acceptance, the marijuana and marijuana products are admitted into retail sort area. Each product is reconciled individually, scanned into the LRP POS inventory management system, then stored in the Retail Vault and in the Back of House ("BOH") Fulfillment vault. Only products that were specifically ordered and pass the above inspection protocols are accepted into inventory.



For product that has come in with larger quantities and that require the package to be split up in order to avoid having too much inventory in the BOH Fulfillment vault the LRP Agent will follow the below steps. This is to ensure that the main and sub Metrc tags are always together for overnight product storage:

1. Count out the required number of items that are to be brought into BOH Fulfillment vault inventory. In most cases this will be a minimum quantity of 50 items.
2. The package is then converted using the desired quantity to a new Metrc tag.
3. The newly created package is brought to the BOH vault following the new Metrc tag.
4. The remaining quantity will remain with the original Metrc tag and will be moved into the Retail vault. This product will be moved to the BOH vault only when stock is required and the entire quantity of this remaining item will be brought over along with the original main and sub Metrc tag.

Pursuant to 935 CMR 500.105 (11) and 935 CMR 500.110, all marijuana and marijuana products are placed in a secured vault that provides adequate lighting, ventilation, temperature, humidity, space, and equipment. LRP dispensary employees are required to maintain all marijuana and marijuana product inventory by their product type and expiration date. The vault areas shall be inspected at the close of business each day to ensure products are maintained in an orderly manner. LRP shall keep the vault securely locked and protected from entry, except for the actual time required to remove or replace marijuana, in compliance with 935 CMR 500.110(1)(g). A video camera will be directed at the vault at all times.

All information relating to a delivery is recorded for all products, whether the product is accepted or not, including non-inventory notes such as package conditions. Furthermore, all information relating to the receipt, dispensing, and destruction of all marijuana and marijuana products that the Commission deems necessary shall be transmitted electronically to the Department of Revenue through the inventory tracking system. Receiving records, including the date and time of the delivery and a summary of the inventory findings, as well as the name, signature and title of the General Manager and Security Personnel who received the delivery, are recorded, maintained on site and available per request to the Commission.

**COVID NOTICE:** *Due to the outbreak of COVID-19, our business is taking extra precautions for the care of every employee to include enhanced sanitation/disinfecting procedures and full PPE in compliance with CDC guidelines. For updates through this pandemic please refer to the CDC and MA Department of Public Health guidelines, as applicable.*



## Positive Impact Plan

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This Positive Impact Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission ("CCC" or "Commission") of the initiative(s) Lazy River Products plans to engage in, in order to positively impact areas of disproportionate impact as defined by the Commission. Lazy River Products is located in Tewksbury, MA, which is not considered an area of disproportionate impact, thus has selected the city of Lowell as an area which it will positively impact. Lazy River Products will work with The Merrimack Valley Food Bank (MVFB), a 501C-3 non-profit organization located at 735 Broadway Street in Lowell. The MVFB provides food and personal care items to emergency feeding programs that serve the low-income, homeless and hungry throughout Lowell. Lazy River Products has contacted and established a relationship with MVFB and plans to positively impact Lowell through programs listed within this Positive Impact Plan. Lazy River Products firmly believes that leadership must drive the initiatives to achieve community relations' success.

### Goals

The goal of Lazy River Products' Positive Impact Plan is to assist in reducing barriers to entry into the cannabis industry to individuals located in areas of disproportionate impact, mainly in Lowell, Massachusetts. Specifically, Lazy River Products will strive to prioritize the hiring of individuals from Areas of Disproportionate Impact, assist Lowell organizations whose missions are to improve Areas of Disproportionate Impact, and develop the workforce of Lowell's Areas of Disproportionate Impact. Furthermore, Lazy River Products will use its resources and business assets to provide community services, skill development and educational opportunities.

### Specific Goals:

- Employ 10 people by end of current calendar year with 15% deriving from Areas of Disproportionate Impact.
- Lazy River Products' employees completing 4 hours of community service and volunteer work with the Merrimack Valley Food Bank or any other Massachusetts based, Charitable Non Profit that is doing work that positively affects Lowell, MA.
- Annually hold a holiday food drive supporting the Merrimack Valley Food Bank.
- Monetary donations annually through sponsorship opportunities and regular donations, up to \$5,000 annually.
- Organize or host 3 educational, training or skill development events annually. These trainings will be conducted online at the Lazy River Products training facility at 553 Main St Unit 2 Tewksbury, MA 01876 .

### Programs

Lazy River Products will develop specific programs to effectuate its stated goals to positively affect Areas of Disproportionate Impact. The information below details actions, activities, and processes that will be utilized to achieve the outlined goals that Lazy River Products plans to implement:

When hiring, Lazy River Products will strive to employ individuals who come from Areas of Disproportionate Impact.



- The Human Resources Department and employees tasked with hiring new employees will prioritize individuals coming from Areas of Disproportionate Impact, with an emphasis on areas within Lowell, as defined by the Commission.
  - When hiring, Lazy River Products will list job postings in local Lowell newspapers that cover the entire city. Additionally, Lazy River Products will list job postings at [community college/technical school] in efforts to expose the postings to individuals who may come from areas of disproportionate impact. When posting job opportunities with community colleges and technical schools a link will be provided for the respective opportunity. This link will then direct the student applicant to the LRP website at which point they will receive an age verification pop-up allowing the student to confirm whether they are 21 or older. If the student is 21 or older and select the confirmation of such, they will then be brought to the Career pages and corresponding job opportunity for resume submittal.
  - Lazy River Products will prioritize applicants with listed addresses from Areas of Disproportionate Impact. Employees in Human Resources and those who assist in the hiring process, are required to enter all Lowell addresses provided by applicants into the US Census Bureau tool (<https://geocoding.geo.census.gov/geocoder/geographies/address?form>) used to determine areas of disproportionate impact. Applicants who have a home address located within an area of disproportionate impact receive priority status.
- Lazy River Products and its employees give back to the Lowell community through volunteering and community service opportunities.
  - Lazy River Products has contacted and developed a relationship with the MVFB who will be the main organization as to which employees can volunteer through. The MVFB has several volunteer opportunities throughout the year for company employees to engage in such as filling bags with food for their Operation Nourish children's feeding program and delivering groceries for their Mobile Pantry program. Employees may volunteer through other organizations, but must seek approval from Human Resources before time devoted is counted regarding this Plan. Employees are required to volunteer 2 hours every 6 months.
  - In addition to volunteer opportunities, the MVFB has several sponsorship opportunities that Lazy River Products will engage in such as their wine tasting and golf tournament fundraising events.
  - Annually, Lazy River Products will hold a holiday food drive during the month of December, where customers may donate food and other related resources at the company retail facility. Upon the end of the food drive, all donations will go toward the MVFB.
- Lazy River Products will assist in workforce development of Areas of Disproportionate Impact within Lowell by assisting in the formation and implementation of classes and educational sessions, fostering business-related and other skills to Lowell citizens. Any classes or education sessions that discuss marijuana or the marijuana business will be advertised only to individuals aged 21+ and no individuals under the age of 21 will be permitted to attend such events. Lazy River Products will use the knowledge of its employees, drawing from all departments in these sessions. Examples for classes and sessions could be:
  - Steps to Starting a Business.
  - The Science of Cultivation.
  - Maintaining Peer Communication in a Digital World.

These trainings will be conducted once a year at the Lazy River Products training facility at 553 Main St. Unit 2  
Tewksbury, MA 01876



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### Measurements

Lazy River Products has outlined methods in which the goals and programs will be tracked and measured for success. Much of the measurements will be a function of the Human Resources Department, which has the resources and abilities to track the success of the Plan. Measuring the success of programs is critical in being able to accurately report to the Commission when applying to renew the license.

In tracking efforts to employ individuals from Areas of Disproportionate Impact, Human Resources will record individuals' home address at the time of employment and keep track of the number of employees deriving from Areas of Disproportionate Impact.

Through Lazy River Products' Human Resources department and payroll system, tracking of community service hours will be simple. In the beginning, Lazy River Products will only allow an employee's time spent at the MVFB to count toward their annual goal. If employees feel strongly about an alternative organization, they may suggest it to Lazy River Products, who will ensure the authenticity of the group to confirm time spent is positively impacting an Area of Disproportionate Impact. Employees report their time at the end of the month to be recorded by Human Resources.

Lazy River Products will keep track of the number of educational programs held and the attendees. Additionally, Lazy River Products will track the amount of resources spent on the education programs through actual events put on, and any financial support, tracked through accounting processes.

One month before the submission to renew an LRP license, designated LRP agents, including members of management will meet to review the Positive Impact Plan. In the internal review, LRP will evaluate the plan and its measurements, analyzing the successes and failure, addressing potential adjustments.

### Positive Impact Plan Acknowledgments

Lazy River Products pledges to adhere to the requirements set forth in 935 CMR 500.105(4)(a) which provides the permitted advertising, branding, marketing and sponsorship practices for all Marijuana Establishments. Lazy River Products likewise pledges not to employ any of the prohibited practices articulated in 935 CMR 500.105(4)(b). Finally, none of the actions taken or programs instituted by Lazy River Products will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.