

July 23, 2021

Town of Wareham, Zoning Board of Appeals  
c/o Chairman Nazih Elkalassi  
54 Marion Road  
Wareham, MA 02571

**Re: Special Permit and Site Plan Review Application for an Adult Use Cultivation and Product Manufacturing Marijuana Establishment at 3119 Cranberry Highway in Wareham, MA**

Dear Chairman Elkalassi,

On behalf of Trava, Inc. ("Trava"), and in accordance with the requirements of M.G.L. Ch. 40A, § 9 and the Town of Wareham Zoning Bylaws Article 3, Sections 321 and 392 governing Marijuana Facilities, Article 14, Section 1460 *et. seq.* governing Special Permits, and Article 15 governing Site Plan Review, we are pleased to submit to the Wareham Zoning Board of Appeals the accompanying application and supporting documentation for a Special Permit and Site Plan Approval.

Trava proposes to operate an Adult Use Marijuana Cultivation and Product Manufacturing Facility at 3119 Cranberry Highway in Wareham for the purpose of cultivating and manufacturing adult-use marijuana and marijuana products to eligible consumers in a secure and professional environment.

As shown in the accompanying materials, Trava's proposal meets the requirements and criteria set forth in the Zoning Bylaw, and we respectfully request that the Zoning Board of Appeals grant Trava a Special Permit and Site Plan Approval for the proposed use. Enclosed herewith please also find the required fee payable to the Town of Wareham in the amount of \$750.00, as well two checks in the amount of \$100.00 payable to Wareham Week for the legal advertisement fees.

Thank you for your attention to this Application.

Sincerely,



Philip C. Silverman, Esq.

PCS/mcn

**TOWN OF WAREHAM**

**APPLICANT/CONTRACTOR/REPRESENTATIVE INFORMATION SHEET**

Check One:    \_\_\_\_\_ Variance      X   Special Permit      X   Site Plan    \_\_\_\_\_ Appeal

Date stamped in: \_\_\_\_\_ Date decision is due \_\_\_\_\_

Applicant's Name: Trava, Inc.

Applicant's Address: 1756 Hancock Street, Quincy, MA 02169

Telephone Number: \_\_\_\_\_

Cell Phone Number: 508-566-6667

Email Address: viksmokeshop@gmail.com

Address of Property/Project: 3119 Cranberry Highway, Units 4, 5A-F, and 6A-B, Wareham, MA 02358

Landowner's Name: EM Realty Trust

Owner's Address: 3119 Cranberry Highway, Unit 5A, East Wareham, M 02358

Telephone Number: \_\_\_\_\_

Contact Person: Kristen Tobia-Simmons Telephone Number: 774-263-6489

Map 8 Lot 1019-A Zone Commercial Strip

Date Approved \_\_\_\_\_ Date Denied \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF WAREHAM  
ZONING BOARD OF APPEALS

APPLICATION FOR A PUBLIC HEARING FOR A VARIANCE/SPECIAL PERMIT

Certain uses are allowed in several zoning districts only by means of a Variance and/or Special Permit from the Zoning Board of Appeals. Those uses are indicated in the Wareham Zoning By-Laws. To apply for a Variance/Special Permit from the Zoning Board of Appeals, please do the following:

- o Complete this form.
- o Complete information packets. (Directions attached)
- o Submit application form and packet to Town Clerk for signature.
- o Submit application form and packet to Town Collector for signature.
- o Submit completed form, packets, and appropriate fees\*\* to the Zoning Board of Appeals secretary.

\*\*Permits may be issued only after a public hearing. There is a filing fee of \$300.00 per lot, per application for all non-conforming residential lots, whether built upon or not. There is a filing fee of \$750.00 per lot, per application for all commercial applications. In the case of a multi-family development, the fee is \$300.00 plus an additional \$50.00 for every unit over two (2). Please make check payable to the Town of Wareham.

\*\*A check to cover two (2) legal advertisements for the public hearing should be made payable to Wareham Week in the amount of \$100.00.

\*\*The applicant will also be responsible for the costs of sending out abutter notifications by Certified Mail. The cost is \$6.90 per certified letter to each abutter. Please see Zoning Board secretary for cost of mailings. Please make check payable to the Town of Wareham.

I hereby apply for a Variance/Special Permit for a use to be made of the following described place:

STREET & NUMBER: 3119 Cranberry Highway LOT: 8 MAP: 1019-A

ZONING DISTRICT: Commercial Strip

USE REQUESTED: Marijuana Establishment, Adult Use Cultivation and Product Manufacturing

OWNER OF LAND & BUILDING: EM Realty Trust TEL.# \_\_\_\_\_

ADDRESS OF OWNER: 3119 Cranberry Highway, Unit 5A, East Wareham, MA 02538

PERSON(S) WHO WILL UTILIZE PERMIT: Trava, Inc.

ADDRESS: 1756 Hancock Street, Quincy, MA 02169

DATE: 7/23/2021 SIGNATURE: [Signature], Atty for Trava, Inc.

This application was received on the date stamped here:

Town Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Tax Collector: \_\_\_\_\_ Date: \_\_\_\_\_

Planning/Zoning Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Application fee paid: \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt: \_\_\_\_\_

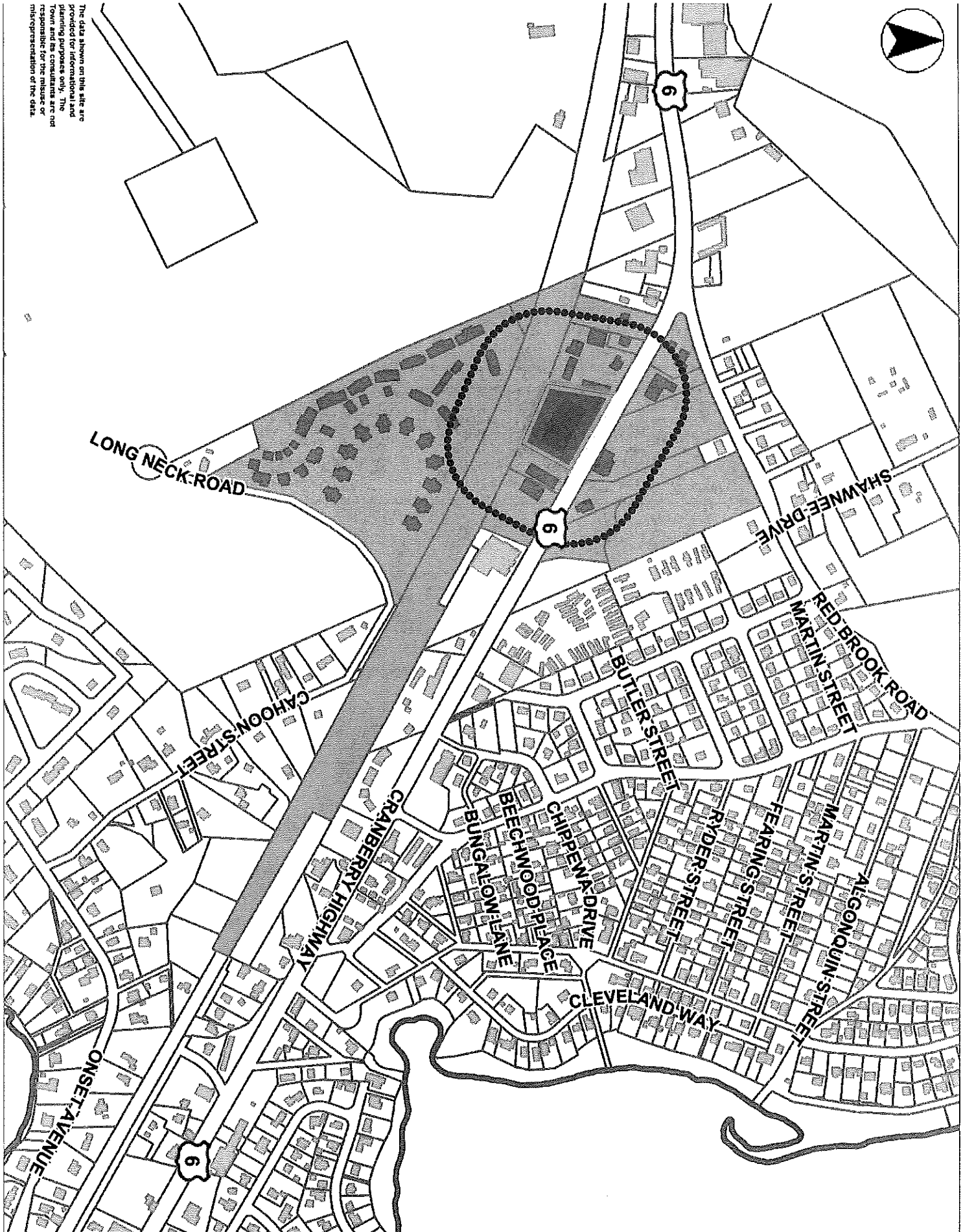
Advertising fee paid: \_\_\_\_\_ Check # \_\_\_\_\_ Receipt: \_\_\_\_\_

Abutters fee paid: \_\_\_\_\_ Check # \_\_\_\_\_ Receipt: \_\_\_\_\_



8-1029-4	WISEMAN JOHN	WISEMAN NANCY A	4 OAKMONT DR #1	BUZZARDS BAY	MA	02532
8-1029-60	KILROY JOHN R	KILROY FRANCES L	60 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-25	PARADISE EDWARD J JR	PARADISE MARYANNE	25 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-39	FERULLO CHARLES M	FERULLO PAULA	39 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-17	WILLAND WILLIAM L		17 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-65	CARDIN JULES JR	CARDIN LAUREN M	PO BOX 467	ONSET	MA	02558
8-1029-21	CONTI JUSTINE C LIFE ESTATE		21 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-53	SWAN PETER N	SWAN ADRIANNA D	53 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-20	MEHTALA DEBORAH CLARKE		20 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-37	MACDONALD KAREN A		37 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-16	GAY SHARON J		17 WARREN RD	BOURNE	MA	02532
8-1029-64	RODERIQUES ARTHUR P	RODERIQUES DONNA M	64 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-19	MULLER MELINDA TRUSTEE	MULLER CHRISTOPHER TRUSTEE	19 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-43	RUSCETTA RICHARD G	RUSCETTA MARION E	43 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-18	GRANDY JOHN	GRANDY JOYCE	18 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-44	BOWKER ROBERT E	BOWKER VERONICA	44 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-5	MORIARTY ROBERT TRUSTEE	MORIARTY FAMILY REV TRUST	12 CARRIAGE DR	ACTON	MA	01720
8-1029-45	LETOURNEAU LOIS S LIFE ESTATE		45 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-10	MULLEN RICHARD A	MULLEN BEVERLY E	10 BAY POINTE DR EXT	BUZZ BAY	MA	02532
8-1029-50	CODERRE CLAUDETTE		50 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-2	LABA CYNTHIA M TRUSTEE	LABA FAMILY IRREV TRUST	2 OAKMONT DRIVE	BUZZARDS BAY	MA	02532
8-1029-38	LLOYD ANDREW H	LLOYD KATHLEEN ANNA	38 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-13	LANGLAIS DENNIS J	LANGLAIS BRENDA L	6 KIOWA RD	SALEM	NH	03079
8-1029-62	MCCLURG KEVIN J	MCCLURG JANICE F	62 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-68	YANKOPOULOS JUDITH A TRUSTEE	68 BAY POINT DRIVE REAL ESTATE TR	68 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-36	MCGONNELL JOHN A	MCGONNELL DEBORAH	36 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-33	AKLEY MICHAEL P	AKLEY KATIE M	33 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-41	TURNER STEPHEN J		PO BOX 123	LINCOLN	NH	03251
8-1029-42	OLIVEIRA WILLIAM M	OLIVEIRA DARLENE M	42 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-32	MCCARTHY CYNTHIA A		32 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-67	HORTON E WAYNE & DOROTHY W TR	HORTON E WAYNE & DOROTHY W TR	67 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-58	KANTER ELLEN V & HOUTON	JACQUELINE KANTER & SEAN PAUL	58 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-59	PICKETT ALEXANDER L	PICKETT SANDRA	59 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1029-61	CIACCIO PHILIP M	CIACCIO KATHLEEN L TRUSTEES	61 BAY POINTE DR EXT	BUZZARDS BAY	MA	02532
8-1020	KOULOURAS KONSTANTINOS TRUSTEE	OF THE KOULOURAS FAMILY TRUST	PO BOX 961	N FALMOUTH	MA	02556
8-1006/A	MARINO GUY J TRUSTEE OF LPX	REALTY TRUST	44 CANTERBURY DR	PLYMOUTH	MA	02360
8-1007/C	TGCI EMINACA LLC	C/O GROSSMAN COMPANY INC.	859 WILLARD ST SUITE 501	QUINCY	MA	02169
8-1002/A	ANDERSON-FERREIRA LLC		3127 GRANBERRY HWY	E WAREHAM	MA	02538
8-1007/B	AKKAWI MUSTAPHA A TRUSTEE	AKKAWI FAMILY REALTY TRUST	403 CAIRN RIDGE RD	E FALMOUTH	MA	02536
8-1009	COMM OF MASS	EXEC OFFICE OF TRANS & CONSTRUCT	10 PARK PLAZA RM3170	BOSTON	MA	02116





The data shown on this site are provided for informational and planning purposes only. The Town and its consultants are not responsible for the misuse or misrepresentation of the data.

730 1460 ft

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MassOnline by PeopleGIS

- MA Places
  - Fire Station
  - Police Station
  - Town Hall
  - Public Library
  - School
- Buildings
- Parcels
- Town Boundary
- MA Highways
- US Interstate
- US Highway
- Numbered Road
- Streets
- Bathymetry
  - 0-5 ft
  - 5-10 ft
  - 10-15 ft
  - 15-20 ft
  - 20-30 ft
  - 30-40 ft
  - 40-50 ft
  - 50-60 ft
  - 60-70 ft
  - 70+ ft
- Abutting Town Labels
- Abutting Towns

PAYTON EDWIN J  
P.O. BOX 183  
ONSET MA 02558

MORRISSEY TAMMY M  
15 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

FLEMING DOUGLAS J  
FLEMING CAROLYN J  
14 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

DEXTER DENNIS R  
DEXTER LINDA A  
P.O. BOX 183  
ONSET MA 02558

SCHUMACHER EUGENE F  
SCHUMACHER MARY T  
30 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

FRANKS ANN  
FRANKS CHARLES J JR  
5 MARSH DRIVE  
MEDFIELD MA 02052

BROUFAS EKATERINI  
8 SHAMROCK LANE  
BUZZARDS BAY MA 02532

INGALA ROBERT J  
INGALA MARIA C TRUSTEES  
3 TAPPEN WAY  
LYNNFIELD MA 01940

LANE JOAN P  
LANE DAVID C TRUSTEES  
9 OAKMONT DRIVE  
BUZZARDS BAY MA 02532

CHRISTY'S REALTY LIMITED PTSH  
CO TAX DEPT #32564  
P.O. BOX 711  
DALLAS TX 15221-0711

ROGERS STEPHEN P  
ROGERS ELAINE F  
34 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

COUGHLAN JOHN F & JUDITH A TRUSTEES  
THE COUGHLAN 2007 REVOCABLE TRUST  
29 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

HOLIDAY IN MAINE LLC  
3115 CRANBERRY HWY  
EAST WAREHAM MA 02538

TOURIGNY ROBERT J  
TOURIGNY ROSE J  
22 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

CHELI RONALD L  
CHELI CAROL A  
24 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

PROCARE REALTY LLC  
3112 CRANBERRY HWY STE A  
EAST WAREHAM MA 02538

HASTINGS GRIFFITH R  
HASTINGS SHEILA A  
26 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

PURRIER JEAN C TRUSTEE  
JEAN C PURRIER LIVING TRUST  
40 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

MOUZITHRAS EMMANUEL TRUSTEE  
E.M. REALTY TRUST  
311P CRANBERRY HWY STE 5A  
EAST WAREHAM MA 02538

HOBBS BARBARA R  
MORSE ROBERT E  
12 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

BAY POINTE TRUST  
C/O BAYPOINTE CLUB LLC-ATTN TIM  
FAY  
1275 WAMPANOAH TRAIL STE 14  
EAST PROVIDENCE RI 02915

MARINO GUY TRUSTEE OF THE LPY  
REALTY TRUST  
44 CANTERBURY DRIVE  
PLYMOUTH MA 02360

BLACK ROBERT E  
31 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

SKIESGELAS SAUNDRA S TRUSTEES  
261 E HARTFORD STREET UNIT 4A  
HERNANDO FL 34442

STEBBINS JOSEPH MATTHEW  
94 FERRECCHIA DRIVE  
MARLBORO MA 01752

FLAHERTY STEVEN  
1 OAKMONT DRIVE  
BUZZARDS BAY MA 02532

FOLEY ANN-MARIE  
11 BAY POINTE DRIVE EXT UNIT 11  
BUZZARDS BAY MA 02532

COLLINS NEIL F  
COLLINS SHIRLEY A  
35 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

KAWA STEVEN  
C/O RISK MANAGEMENT CONSULTANTS  
7665 SPANISH BAY DRIVE  
LAS VEGAS NV 89113

SALEM GEORGE  
SALEM SHARON  
63 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532



BOCK JOSEPH J  
BOCK BETTY LAKE  
23 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

WILLAND WILLIAM L  
17 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

GRANDY JOHN  
GRANDY JOYCE  
18 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

OUELLETTE BRIAN L  
OUELLETTE ERIN T  
54 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

CARDIN JULES J JR  
CARDIN LAUREN M  
P.O. BOX 467  
ONSET MA 02558

BOWKER ROBERT E  
BOWKER VERONICA  
44 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

BARNES LAUREN BETH  
8 OAKMONT DRIVE  
BUZZARDS BAY MA 02532

CONTI JUSTINE C LIFE ESTATE  
21 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

MORIARTY ROBERT TRUSTEE  
MORIARTY FAMILY REV TRUST  
12 CARRIAGE DRIVE  
ACTON MA 01720

MCINTOSH DAVIS C  
MCINTOSH MYRA E  
69 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

SWAN PETER N  
SWAN ADRIANNA D  
53 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

LETOURNEAU LOIS S LIFE ESTATE  
45 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

RIST JOHN R  
SULLIVAN KATHLEEN N  
192 SOUTH MAMMOTH ROAD  
MANCHESTER NH 03109

MEHTALA DEBORAH CLARKE  
20 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

MULLEN RICHARD A  
MULLEN BEVERLY E  
10 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

TILGHMAN MICHELLE M TRUSTEE  
HELEN CICORIA REV TRUST  
57 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

MACDONALD KAREN A  
37 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

CODERRE CLAUDETTE  
50 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

WISEMAN JOHN  
WISEMAN NANCY  
4 OAKMONT DRIVE #1  
BUZZARDS BAY MA 02532

GAY SHARON J  
17 WARREN ROAD  
BOURNE MA 02532

LABA CYNTHIA M TRUSTEE  
LABA FAMILY IRREV TRUST  
2 OAKMONT DRIVE  
BUZZARDS BAY MA 02532

KILROY JOHN R  
KILROY FRANCES L  
60 BAY POINTE DRIVE EXT  
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RODERIQUES DONNA M  
64 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

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LLOYD KATHLEEN ANNA  
38 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

PARADISE EDWARD J JR  
PARADISE MARYANNE  
25 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

MULLER MELINDA TRUSTEE  
MULLER CHRISTOPHER TRUSTEE  
19 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

LANGLAIS DENNIS J  
LANGLAIS BRENDA L  
6 KIOWA ROAD  
SALEM NH 03079

FERULLO CHARLES M  
FERULLO PAULA  
39 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

RUSCETTA RICHARD G  
RUSCETTA MARION E  
43 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

MCCLURG KEVIN J  
MCCLURG JANICE F  
62 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

YANKOPOULOS JUDITH A TRUSTEE  
68 BAY POINT DRIVE REAL ESTATE TR  
68 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

KOULOOURAS KONSTANTINOS TRUSTEE  
OF THE KOULOOURAS FAMILY TRUST  
P.O. BOX 961  
NORTH FALMOUTH MA 02556

MCGONNELL JOHN A  
MCGONNELL DEBOORAH  
36 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

MARINO GUY TRUSTEE OF LPX  
REALTY TRUST  
44 CANTEBURY DRIVE  
PLYMOUTH MA 02360

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AKLEY KATIE M  
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BUZZARDS BAY MA 02532

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C/O GROSSMAN COMPANY INC.  
859 WILLARD STREET SUITE 501  
QUINCY MA 02169

TURNER STEPHEN J  
P.O. BOX 123  
LINCOLN NH 03251

ANDERSON-FERREIRA LLC  
3127 CRANBERRY HIGHWAY  
EAST WAREHAM MA 02538

OLIVEIRA WILLIAM M  
OLIVEIRA DARLENE M  
42 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

AKKAWI MUSTAPHA A TRUSTEE  
AKKAWI FAMILY RELATY TRUST  
403 CAIRN RIDGE ROAD  
EAST FALMOUTH MA 02536

MCCARTHY CYNTHIA A  
32 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

COMM OF MASS  
EXEC OFFICE OF TRANS & CONSTRUCT  
10 PARK PALZA ROOM 3170  
BOSTON MA 02116

HORTON E WAYNE & DOROTHY W TR  
HORTON E WAYNE & DOROTHY W TR  
67 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

KANTER ELLEN V & HOUTON  
JACQUELINE KANTER & SEAN PAUL  
58 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

PICKETT ALEXANDER L  
PICKETT SANDRA  
59 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

CIACCIO PHILIP M  
CIACCIO KATHLEEN L TRUSTEES  
61 BAY POINTE DRIVE EXT  
BUZZARDS BAY MA 02532

Trava, Inc.  
Special Permit Application to the Town of Wareham Zoning Board of Appeals  
3119 Cranberry Highway, Wareham, MA

## **I. Introduction**

Trava, Inc. (“Trava”) seeks to operate an Adult Use Cultivation and Product Manufacturing Marijuana Establishment<sup>1</sup> at 3119 Cranberry Highway in Wareham, Massachusetts 02358 (“the Property”). Trava is seeking approval of its Special Permit application pursuant to Article 3, Sections 321 and 392 of the Town of Wareham Zoning By-Laws, and Site Plan Review pursuant to Article 15, Sections 1510 and 1520 of the Town of Wareham Zoning By-Laws.



The Property is located in the Strip Commercial (“CS”) zoning district east of Glen Charlie Road, Depot Street and Great Neck Road. Pursuant to Article 3, Sections 321 and 392 of the Town of Wareham Zoning By-Laws, the use of the Property for these purposes is permitted through the granting of a Special Permit by the Zoning Board of Appeals.

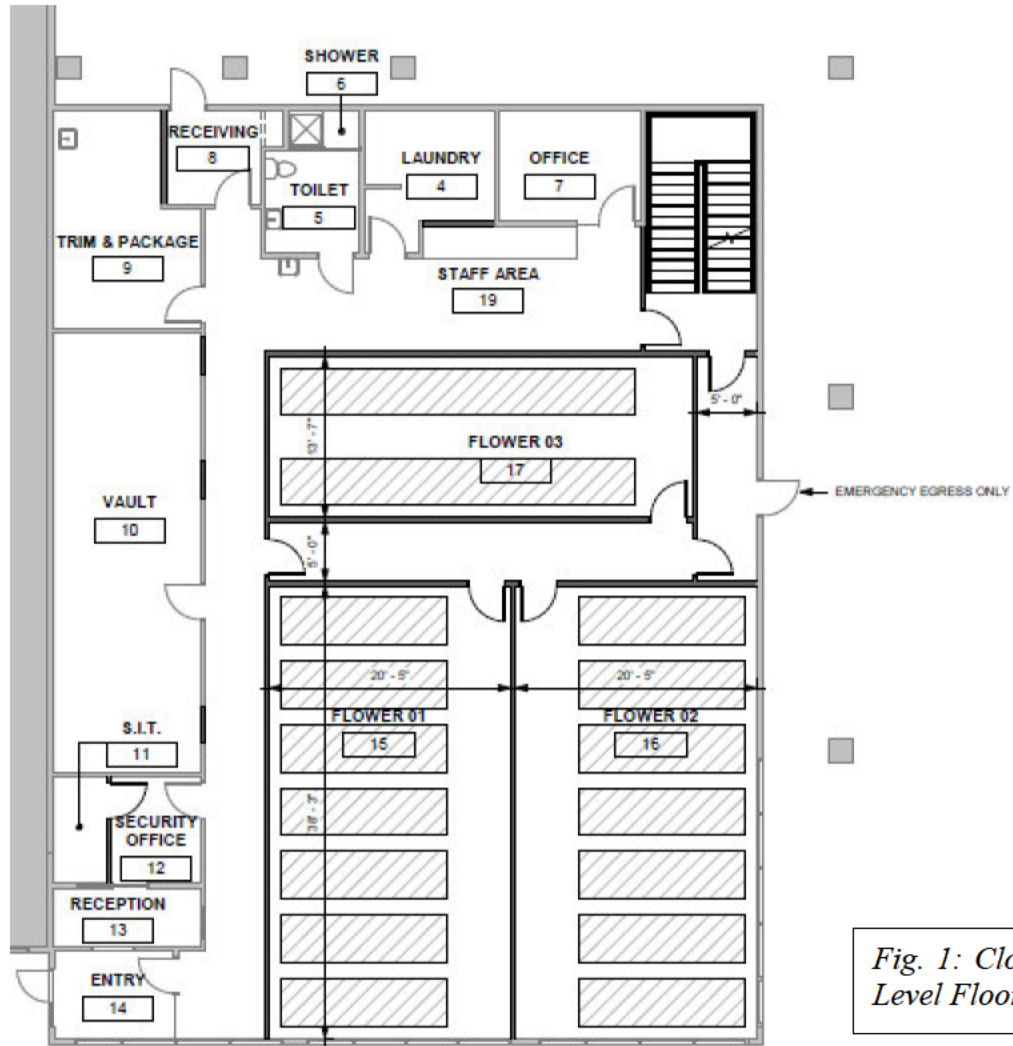
Trava has entered into a Binding Letter of Intent and Option to Lease a total of 11,835 square feet of the Property, which will be exclusively utilized for Cultivation and Product Manufacturing activities, which will occur on two separate floors. A copy of Trava’s Executed Letter of Intent demonstrating its right to occupy the premises are enclosed at **Exhibit A**.

The first floor of the Property will include a Reception Area, Security Office, Trim and Package Room, Vault for Secure Storage, Receiving Area, Bathroom, Shower, Laundry, Administrative Office, Staff Area, and Three Flower Rooms, as shown below:

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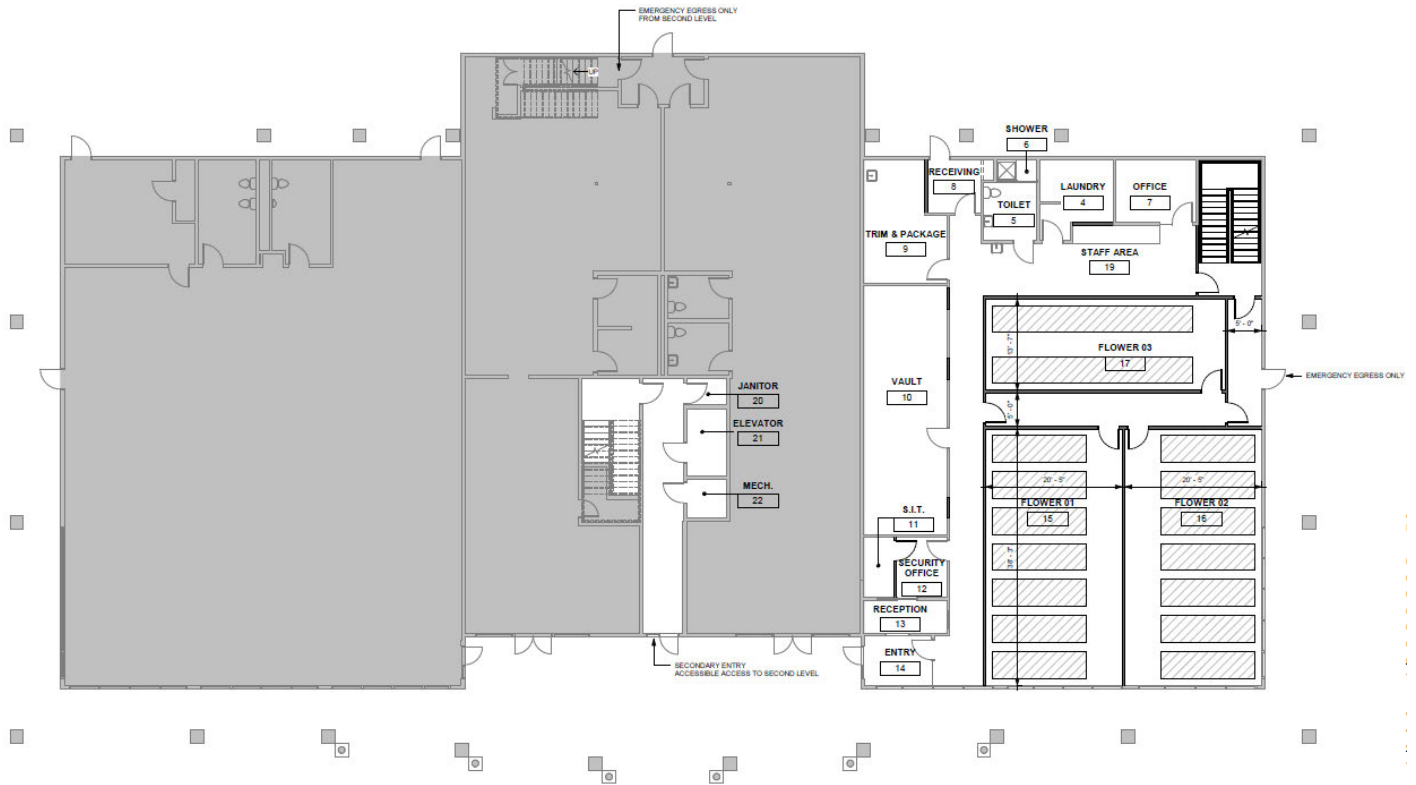
<sup>1</sup> Article 16 of the Town of Wareham Zoning Bylaws defines “Marijuana Establishment” as “A marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer or other type of licensed marijuana related business as defined according to State Regulations; 935 CMR 500, et seq., including any subsequent updates.”

Trava, Inc.  
Special Permit Application to the Town of Wareham Zoning Board of Appeals  
3119 Cranberry Highway, Wareham, MA



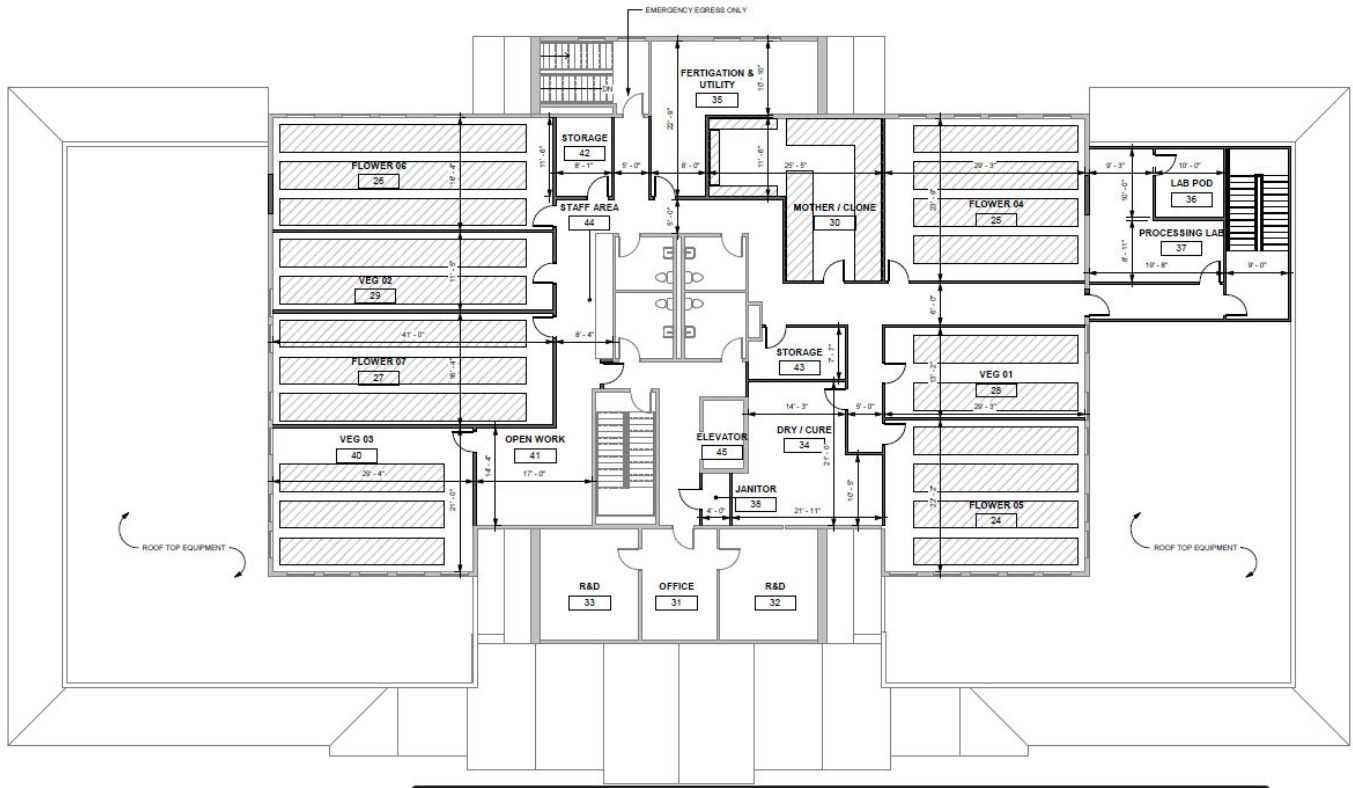
*Fig. 1: Close Up of First Level Floor Plan*

Trava, Inc.  
Special Permit Application to the Town of Wareham Zoning Board of Appeals  
3119 Cranberry Highway, Wareham, MA



*Fig. 2: Full View of First Floor of Property. Areas depicted in gray represent Second Floor of the Property.*

The Second Floor of the Property will also include an Office, Research and Development areas, Dry and Cure Areas, Storage, a Staff Area, a Mother and Clone Room, multiple Vegetative and Flowering Rooms, and Processing Rooms, as shown below:



Trava's full size Floor Plan is included with this submission at **Exhibit B**.

The entirety of the Trava's leased portion of the Property will be utilized for Cultivation and Product Manufacturing purposes. No retail sales or consumption will occur on site.

Trava looks forward to siting its proposed Cultivation and Product Manufacturing operations in Wareham, and to becoming a positive contributing member of the business community. Trava has executed a Host Community Agreement with Wareham, which is enclosed at **Exhibit C**. Trava will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Trava's Marijuana Cultivator and Marijuana Product Manufacturer facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Trava has also submitted an application for an Adult Use Marijuana Cultivation and Product Manufacturing license from the Massachusetts Cannabis Control Commission to be located at the Property in accordance with M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

## **II. Project Narrative**

Trava has identified 3119 Cranberry Highway as an ideal location at which to establish its Marijuana Cultivator and Marijuana Product Manufacturer facility. The Property is located in an area designated by local zoning for the aforementioned use, allows for easy access for employees, and is located within a commercial area with other business uses.

Trava, Inc.  
Special Permit Application to the Town of Wareham Zoning Board of Appeals  
3119 Cranberry Highway, Wareham, MA

### ***Exterior Project Description***

Trava's proposed modifications to the Property are designed to maximize site security and promote operational efficiency in and around to the facility. Trava does not intend to install any new signage at the Property, nor does it plan to make any substantive changes to the exterior of the building that would alter its current facade outside of the installation of necessary security features. A copy of the Site Plan is attached hereto as **Exhibit D**.

### ***Interior Project Description***

Trava intends to make significant interior renovations to the Property in order to accommodate its proposed Cultivation and Product Manufacturing operations, including but not limited to the demolition of existing walls, as well as the installation of new walls to create the separate areas reflected on the Floor Plan enclosed at **Exhibit B**. The leased premises are currently vacant, which will allow for an efficient build-out of the premises once Trava obtains all necessary state and local approvals.

### ***Security***

Trava prioritizes ensuring the safety and security of its staff, neighbors, and the surrounding community. As such, Trava's proposed security measures will exceed the requirements set forth in 935 CMR 500.00 et seq. Prior to the submission of this application, Trava submitted confidential information about its security plans and operating procedures to the Wareham Police Department for review and feedback. At the time of submission, Trava has not received any negative feedback regarding its proposed Security Plan, and/or Trava has revised its Security Plan to reflect the changes requested by the Wareham Police Department.

In sum, Trava will implement security protocols and procedures to limit access to the licensed premises to only individuals that have been positively identified as 21 years of age or older. Loitering will be strictly prohibited. Trava will ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission or applicable laws are allowed to remain on the premises. All entrances to the facility will be clearly marked and secured with commercial grade locks, alarms and remain under clear surveillance 24 hours a day, 7 days a week to prevent unauthorized access.

Trava will also clearly designate limited access areas by posting signs, no smaller than 12" x 12" and which state: "Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height. Trava will require all employees to wear employee identification badges at all times while inside the marijuana establishment.

In addition, Trava will install video cameras at all entrances and exits as well as in any parking lot. Trava will ensure that all video surveillance footage is maintained in accordance with 935 CMR 500.110, can produce clear still photos with a date and time stamp embedded in all recordings, and can be stored in a standard format. The interior of the establishment will also have video cameras in all areas that contain marijuana and directed at all safes, vaults, and sales areas. All cameras shall be angled as to allow for the capture of clear and certain identification of any person entering or exiting the establishment. Trava's facility will also be equipped with myriad alarm systems in compliance with 935 CMR 500.00, including but not limited to a perimeter alarm on all building entry and exit points and perimeter windows, and duress, panic or hold up alarms connected directly to local public safety or law enforcement authorities.

## ***Operations***

The following provides a brief overview of Trava's proposed operations. Trava is happy to provide additional details or information at the request of the Board.

### **Cultivation Procedures**

Trava, Inc. ("Trava") will cultivate, process and package marijuana, and transfer marijuana to other Marijuana Establishments, but not to consumers, in accordance with Trava's licensed cultivation tier. All phases of the cultivation, processing, and packaging of marijuana by Trava will take place in a designated area that is not visible from a public place without the use of binoculars, aircraft or other optical aids. Trava's Policies and Procedures for Cultivating, as submitted to the Cannabis Control Commission, is included at **Exhibit E**.

### **Product Manufacturing Procedures**

Trava plans to produce concentrates for bulk sale and the creation of marijuana products using supercritical CO<sub>2</sub>, which will then be refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale. This will ensure Trava can provide consumers with clean and safe products. Additional information relative to Trava's methods used to produce products, the types of products that will be manufactured, and Trava's Product Manufacturing Safety Plan, are included at **Exhibit F**.

## **III. Satisfaction of Review Criteria for a Special Permit Set Forth in Section 1461**

### **1. The Use as Developed Will Not Adversely Affect the Neighborhood**

Trava's proposed use of the Property will not adversely impact the neighborhood for the following reasons:

- The Property is located within the Strip Commercial (CS) zoning district east of Glen Charlie Road, Depot Street and Great Neck Road, which expressly allows for Marijuana Establishments, including
- The Property is not located within 500 feet of an existing K-12 public or private school.
- Trava's proposal does not involve significant exterior modifications to the Property, which was previously designed to be congruent with surrounding uses.
- Trava's proposed use as an Adult-Use Cultivation and Product Manufacturing facility will increase access to lab-tested, consistent, and high-quality marijuana and marijuana products for individuals 21 years of age and older. Trava's operations will also assist in the elimination of the illicit cannabis market in which marijuana and marijuana products are not regulated or tested for cannabinoid content and contaminants, and customer ages are not verified;
- Trava will mitigate public safety concerns through compliance with all applicable regulations set forth at 935 CMR 500.000 et seq., and the specific requirements set forth by the Town regarding MEs;
- Trava will have extensive Standard Operating Procedures to protect against detrimental or offensive uses on the site, including video surveillance, security measures, odor mitigation initiatives, and customer education.
- Facility signage will be discrete and utilized for the purpose of wayfinding only. Pursuant to state regulations, Trava will not install neon signage or illuminated exterior signage beyond the period



of 30 minutes before sundown until closing; display signs or other printed matter advertising marijuana products; display marijuana products that are visible to a person from the exterior of the establishment; or utilize a logo or symbols that has images of marijuana and/or colloquial references to cannabis.

**2. The specific site is an appropriate location for such a Use, structure, or condition.**

Trava's Property is located within the Commercial Strip zoning district, which expressly allows for Marijuana Establishments by special permit. The Property is not located within 500 feet of an existing K-12 public or private schools.

**3. There will be no nuisance or serious hazard to vehicles or pedestrians.**

Trava's proposed use of the Property will have a negligible impact to prevailing traffic conditions on Cranberry Highway, and will not create undue traffic congestion. Trava will have access to up to 16 parking spaces, but does not anticipated needing more than the 12 parking spaces required under the zoning bylaws to accommodate Trava's ten to fifteen full time employees (who will work in separate shifts), as well as visitors. The Property also features a dedicated entrance for deliveries in the back of the building (shown as the Receiving area on the enclosed Floor Plan), so as to eliminate any nuisance to pedestrian or vehicle traffic in the front of the Property.

**4. Adequate and appropriate facilities will be provided for the proper operation of the proposed Use. This includes the provision of appropriate sewage treatment facilities which provide for denitrification, when the permit granting authority deems such facilities necessary for protection of drinking water supply wells, ponds, or saltwater embayments.**

Trava's Proposed Site is served by municipal sewer and public water with on site drainage, satisfying the intent of the preceding bylaw.

**5. The Use or structure as proposed does not pose a substantial detriment to the town or neighborhood in which it is proposed.**

In addition to the reasons outlined above, Trava's proposed use of the Property as a Marijuana Establishment will not pose a substantial detriment to the town or neighborhood because:

- Trava's operations will positively impact the community through the creation of additional employment opportunities, including the initial creation of ten to fifteen full time positions. Pursuant to the executed Host Community Agreement between Trava and the Town, Trava has agreed to give priority to local vendors and Town residents throughout its hiring process; and
- Trava will make an annual Community Impact payment to the Town to mitigate any additional expenses incurred by the Town related to Trava's operations in an amount equal to three percent (3%) of its gross sales revenue from this location.

**IV. Compliance with Zoning Provisions for Marijuana Facilities (Article 3, Section 390 of the Wareham Zoning Laws)**

**391. Medical Marijuana Treatment Center, also known as a Registered Marijuana Dispensary, as defined, and to the extent that such facilities are permitted under state laws and regulations, shall be allowed in the Institutional (INS) zoning district.**

Trava is applying for a special permit for an adult use Cultivation and Product Manufacturing Marijuana Establishment, rather than a Medical Marijuana Treatment Center. As such, this section of the Zoning Bylaws is not applicable to Trava and its proposed Use of the Property.

**392. Other Marijuana Establishments, to the extent that such facilities are permitted under state laws and regulations, shall be allowed by Special Permit in the Strip Commercial (CS) district east of Glen Charlie Road, Depot Street, and Great Neck Road, Institutional (INS) and Industrial (IND) zoning districts.**

The Property is located within the Strip Commercial (CS) zoning district east of Glen Charlie Road, Depot Street and Great Neck Road, which expressly allows for adult-use Cultivation and Product Manufacturing Marijuana Establishments by Special Permit.

**393. The number of Marijuana Retailers shall be limited to a total of three [3] separate establishments within the town of Wareham.**

Trava is not seeking to operate as a Marijuana Retailer, this section of the Zoning Bylaws is not applicable to Trava and its proposed Use of the Property.

**394. A minimum separation of 1,500 feet is required between Marijuana Retailers, but not including Marijuana Treatment Centers.**

Trava is not seeking to operate as a Marijuana Retailer. As such, this section of the Zoning Bylaws is not applicable to Trava and its proposed Use of the Property.

**395. All Marijuana Establishments shall be in conformance with State regulations and licensing requirements for such establishments regarding buffers, access, and security.**

Trava's Property is not located within 500 feet of an existing K-12 public or private school. Trava will also remain fully compliant with 935 CMR 500.000 *et seq* and all applicable state and local licensing requirements relative to access and security, as the Cannabis Control Commission will confirm during the inspection process. Prior to commencing operations, Trava will have received Provisional and Final licenses and approval to commence operations from the Commission, which will be provided to the Town of Wareham upon request.

Trava, Inc.  
Special Permit Application to the Town of Wareham Zoning Board of Appeals  
3119 Cranberry Highway, Wareham, MA

**396. All Marijuana Establishments shall be in conformance with the dimensional, intensity and setback requirements of the underlying zoning.**

Trava proposes to renovate commercial space within the existing building located at the Property, which was previously designed and built out in conformance with the dimensional, intensity and setback requirements of the Strip Commercial ("CS") zoning district.

**397. Signage for all Marijuana Establishments shall be in conformance with State regulations and licensing requirements for such establishments, and in conformance with Wareham Zoning By-Laws Article 11: Signs.**

Trava does not intend to install any new signage at the Property, nor does it plan to make any substantive changes to the exterior of the building that would alter its current facade outside of the installation of necessary security features.

**398. Use variances are not allowed for any Marijuana Establishment or Medical Marijuana Treatment Center.**

Trava does not require or seek to obtain a use variance for its Marijuana Establishment.

# EXHIBIT A

## Binding Letter of Intent / Option to Lease

May 10, 2021

Trava, Inc.  
1576 Hancock Street  
Quincy, MA,

Re: **Binding Letter of Intent / Option to lease**

**11,835 sq ft +/- @ Jordan Plaza, 3119 Cranberry HWY, East Wareham, Ma**

Dear Emmanuel:

This Binding Letter of Intent/Option to Lease ("LOI") is with respect to property located at **Jordan Plaza, 3119 Cranberry HWY, East Wareham, Ma**

Landlord:	<b>EM Realty Trust</b> <b>Emmanuel Mouzithras</b> (the "Landlord")  with an address of  <b>3119 Cranberry Highway, Unit 5-A</b> <b>East Wareham, MA 02538</b>
Tenant:	Trava, Inc., with an address of 1576 Hancock Street, Quincy, MA, or its designee (the "Tenant").
Premises:	The property located at 3119 Cranberry Highway, East Wareham, MA and the existing approximately 23,000 square foot building thereon, to lease a total of 11,835 +/- square feet of the building thereon, known as Unit 4 (1 <sup>st</sup> Floor) Unit 5A, 5B, 5C, 5D, 5E, 5F and Unit 6A & Unit 6B (2 <sup>nd</sup> Floor) all as depicted in the plan set forth in Exhibit A hereto. (the "Premises").
Exclusive Use:	Tenant shall have the use of the Premises for the operation of an adult-use marijuana cultivation and product manufacturing facility ("C&P Facility") or such other use as is allowed under Massachusetts law. Tenant shall not utilize the Premises for the retail sale of marijuana.
Term of Lease:	Ten (10) year initial term, with two (2) five-year options to renew, such options to renew exercisable at Tenant's sole discretion (the

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	<p><b>"Lease Term" or "Term of Lease").</b> To exercise the options, Tenant must give Landlord due notice of its option to renew; with 120 days' notice prior to the expiration of the current term.</p>
Option Period:	<p>For a period of time extending from full execution of this LOI through January 10, 2022 (the <b>"Option Period"</b>), Tenant shall have the exclusive right and option to lease the Premises from Landlord (the <b>"Option to Lease"</b>). Such Option to Lease shall be exercised, if at all, upon written notice to Landlord given prior to the expiration of the Option Period. During the Option Period, Tenant shall use due diligence to obtain state and local approvals needed to use the Premises as a C&amp;P Facility.</p>
Option Period Payment:	<p>Tenant has provided herewith a payment of \$10.00 to maintain the Option to Lease until May 31, 2020. Tenant may maintain its Option thereafter on a monthly basis by making payments of \$4,000 on or before the 1<sup>st</sup> day of each month. Each such payment will be non-refundable.</p>
Termination of LOI:	<p>This LOI may be terminated by Tenant, in its sole discretion and for any reason, at any time upon written notice to Landlord given during the Option Period or any extensions thereof. In the event of such termination, Tenant's only liability to Landlord will be the amount of such payments made or due during the Option Period as of that termination date.</p>
Lease:	<p>Upon Tenant's exercise of the Option to Lease in accordance with the terms herein contained, Landlord and Tenant shall use good faith and due diligence to execute within thirty days thereafter a lease agreement to be prepared by Landlord, containing all of the terms and conditions for the use set forth in this LOI and such other customary and reasonable terms and conditions (the <b>"Lease"</b>).</p>

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	Tenant shall not be permitted to commence the buildout or any other work on the Premises prior to execution of the Lease. The Lease shall include verification that its proposed use has been properly licensed and/or approved by the CCC and the Town of Wareham.
Rent:	<p>Rent under the Lease shall commence on the 1<sup>st</sup> day of the next month after execution.</p> <p>Rent under the Lease shall be \$17.00 per rentable square foot of the subject building. During years 1 through 3 of the Lease, Landlord shall be responsible for all so-called "triple net" expenses, including real estate taxes, insurance and exterior building and property maintenance expenses (including snow removal and waste removal). Thereafter, Tenant shall be responsible for all such "triple net" expenses per rentable square foot.</p>
Condition:	Landlord will provide the Premises to Tenant "as is."
INSURANCE:	Tenant, at its own expense, shall provide and keep in force with companies acceptable to Landlord, general liability insurance coverage for no less than one million united states dollars (\$1,000,000.00 USD) per occurrence and two million united states dollars (\$2,000,000.00 USD) in aggregate, annually, and product liability insurance coverage for no less than one million united states dollars (\$1,000,000.00 USD) per occurrence and two million united states dollars (\$2,000,000.00 USD) in aggregate, annually, or in any other required amount for Tenant's Use of the Premises pursuant to State Law.
Utilities:	Tenant is responsible for providing and maintaining all facilities for electric, heat, cable and wifi for Unit 4, Unit 5 and Unit 6, in the Premises and shall pay for all such services provided.
Buildout:	Tenant will, at its sole cost and expense, build out and make various improvements to the Premises, provided that any such improvements are allowed by the Town of Wareham. All plans and specifications for any proposed buildout shall be submitted to Landlord, and Tenant must first obtain Landlord's approval, which shall not be unreasonably withheld, delayed, or conditioned.

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ASSIGNMENT and SUBLETTING:	<p>Tenant shall have the right to assign the Lease in its entirety or to sublet all or any portion of the Premises to: (a) Tenant's affiliate; (b) any entity resulting from a merger or a consolidation with Tenant; (c) any entity succeeding to the business operated by Tenant at the Premises; (d) any subsidiary or affiliate of Tenant; or (e) any other party permissible under state or local law. Any assignment or sublease will require the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned.</p>
SALE DURING LEASE/RIGHT OF FIRST REFUSAL:	<p>In the event that the Landlord seeks to sell the Premises during the pendency of this Lease to a third-party, Landlord agrees that it will provide a copy of an offer to purchase from a bona fide purchaser and allow Tenant fifteen (15) days to execute documents to complete the sale to Tenant upon the same terms as that proposed by the third-party. In the event that Tenant will not exercise its right to purchase the Premises, Landlord will: 1) provide notice of the existence of the Lease to the third-party buyer; 2) take no action designed to terminate the Lease or invalidate any of its provisions (unless Tenant is in default under the Lease); and 3) assign the Lease to the buyer and obtain buyer's written agreement that it assumes all obligations under the Lease.</p>
Access:	<p>During the Option Period, and prior to the commencement of the Lease Term, Tenant shall be permitted reasonable access to the Premises for the purposes of planning the layout of the space, measuring the premises, preparing architectural drawings and security layout of the Premises.</p>
Signage:	<p>Exterior signage, free-standing and otherwise, will be permitted during the Term of the Lease subject to applicable laws and regulations, including local bylaws, and only with prior consent of the Landlord as to size, content and location, which shall not be unreasonably withheld, delayed or conditioned.</p>
Terms of Agreement:	<p>Landlord and Tenant hereby agree that this LOI shall be binding between the Parties. It is understood that final approval for a C&amp;P Facility by the Cannabis Control Commission ("CCC") and the Town of Wareham is required before renovations to the Premises may commence and that Tenant shall not be permitted to commence the buildout or any other work on the Premises prior to execution of the Lease. The terms of this LOI shall govern until the Lease is executed.</p>

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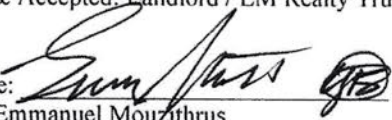


Furnishing of Documents:	Upon request, Landlord will supply any documents in Landlord's possession to help obtain the required state and local approvals and will provide signatures as required for approvals involving the Premises.
Exclusivity:	Landlord will not offer the Premises for lease or sale to anyone other than Tenant during the Option Period referenced in this LOI.
Limitation of Remedies:	Notwithstanding any provision of this LOI or subsequent Lease, Landlord hereby agrees that Landlord's rights and remedies following a default, breach, surrender or any other failure to perform under this LOI, or subsequent Lease, shall not include the seizure of assets protected by MGL c. 94G, i.e. any product containing any amount of marijuana. Landlord shall not be entitled to a repayment or remedy that provides Landlord inventory that contains any amount of marijuana, in any form, whether flower or infused product. Landlord hereby forfeits any such remedy. In addition, Landlord hereby understands and agrees that a Certificate of Registration or License, whether provisional or final, is non-transferable, and may not be assigned or transferred without prior Cannabis Control Commission approval. Landlord agrees that a Certificate of Registration and/or a Final License is not an asset that may be seized by Landlord or available as a remedy for a default, breach or other failure to perform under this LOI or subsequent Lease.
Confidentiality:	The Parties agree that the information set forth herein is intended to be private and confidential between the Parties executing this LOI and shall not be disclosed to third parties without the written consent of each Party to this transaction; provided, however, that the terms of this LOI may be disclosed in confidence to local and state government officials, prospective lenders, current or prospective business partners or joint venture partners, legal counsel and other consultants to and contractors for said Parties for purposes incidental to this agreement or to the conduct of business by said Parties.

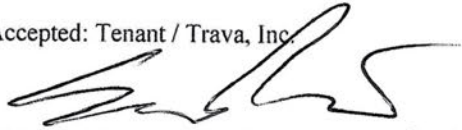
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If the terms and conditions are acceptable, please execute this LOI in the space provided below and return a copy by May 14, 2021.

Agreed & Accepted: Landlord / EM Realty Trust

Signature:   
Name: Emmanuel Mouzithrus  
Title: Trustee EM Realty Trust  
Date: 07/09/2021

Agreed & Accepted: Tenant / Trava, Inc.

Signature:   
Name: KRZYSZTOF SADOWSKI  
Title: OWNER  
Date: 7/9/21

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# **EXHIBIT B**



**CAVENEY**  
 architectural collaborative, inc.  
 128 WARREN ST ■ LOWELL, MA 01852  
 info@caveneyarch.com  
 978 - 770 - 0518

**TRAVA**  
 3119 CRANBERRY HIGHWAY  
 WAREHAM, MA 02538

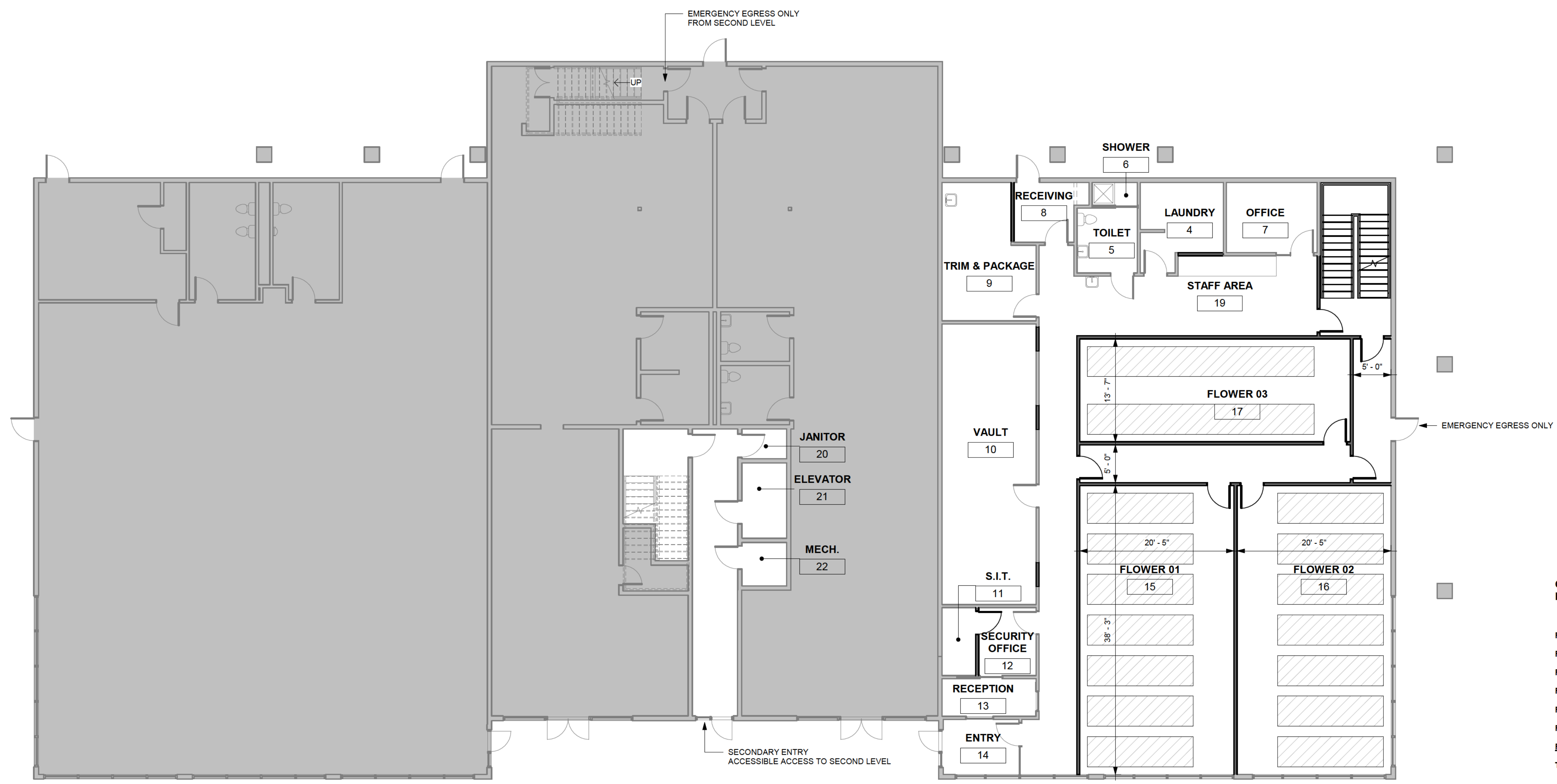
CONCEPT

PROJ. NO. 2003-02  
 DATE: JUNE 17, 2021  
 DRAWN BY: MC

REVISIONS  
 NO. DATE NOTES

OVERALL FLOOR  
 PLAN

A1.1



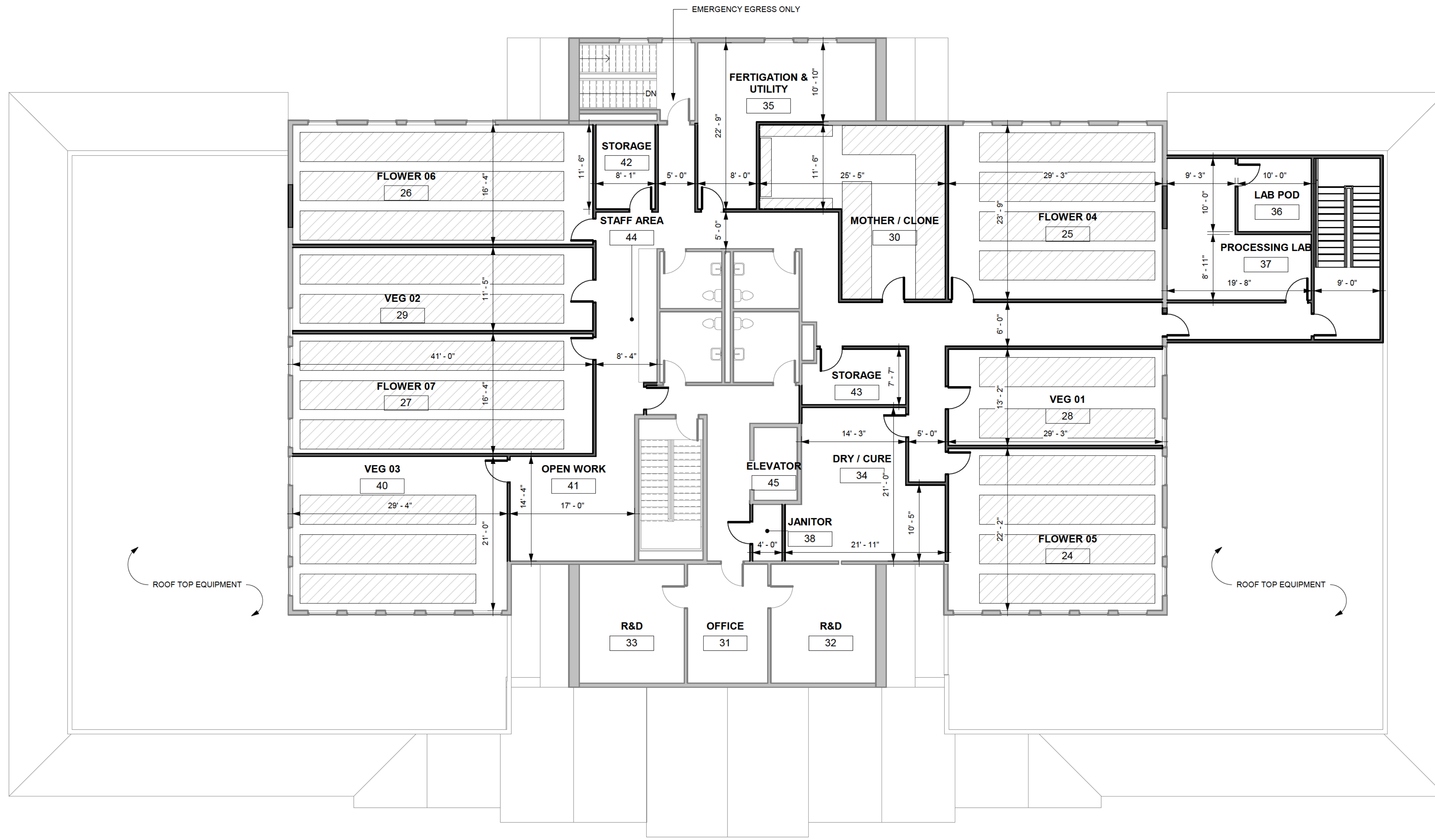
CULTIVATION BENCHING AREA		APPROX. LIGHT COUNTS (16SF PER LIGHT)
FLOWER 01	392 SF	25 LIGHTS
FLOWER 02	392 SF	25 LIGHTS
FLOWER 03	240 SF	15 LIGHTS
FLOWER 04	384 SF	24 LIGHTS
FLOWER 05	384 SF	24 LIGHTS
FLOWER 06	432 SF	27 LIGHTS
FLOWER 07	432 SF	27 LIGHTS
<b>TOTAL FLOWER</b>	<b>2,656 SF</b>	<b>167 LIGHTS TOTAL</b>
VEG 01	192 SF	12 LIGHTS
VEG 02	288 SF	18 LIGHTS
VEG 03	288 SF	18 LIGHTS
<b>TOTAL VEG</b>	<b>768 SF (29% OF FLOWER)</b>	<b>48 LIGHTS TOTAL</b>
MOTHER / CLONE	240 SF (9% OF FLOWER)	15 LIGHTS TOTAL

1 PLAN - 1ST FLR  
 1/8" = 1'-0"

**PLAN LEGEND**  
 — EXISTING TO REMAIN  
 — PROPOSED FULL HEIGHT WALL  
 — PROPOSED HALF HEIGHT WALL



**CAVENEY**  
 architectural collaborative, inc.  
 128 WARREN ST ■ LOWELL, MA 01852  
 info@caveneyarch.com  
 978 - 770 - 0518



① 02 FLOOR  
 1/8" = 1'-0"

CULTIVATION BENCHING AREA		APPROX. LIGHT COUNTS (16SF PER LIGHT)
FLOWER 01	392 SF	25 LIGHTS
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MOTHER / CLONE (9% OF FLOWER)	240 SF	15 LIGHTS TOTAL

**PLAN LEGEND**

	EXISTING TO REMAIN
	PROPOSED FULL HEIGHT WALL
	PROPOSED HALF HEIGHT WALL

**TRAVA**  
 3119 CRANBERRY HIGHWAY  
 WAREHAM, MA 02538

CONCEPT

PROJ. NO. 2003-02  
 DATE: JUNE 17, 2021  
 DRAWN BY: MC

REVISIONS		
NO.	DATE	NOTES

OVERALL SECOND FLOOR PLAN

**A1.2**

# EXHIBIT C

**TOWN OF WAREHAM**

**TRAVA, INC.**

**HOST COMMUNITY AGREEMENT**

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 7<sup>th</sup> day of ~~March~~<sup>April</sup>, 2021 by and between Trava, Inc. , A Massachusetts Corporation, with a principal office address of 1576 Hancock Street, Quincy, MA 02169 (the "Company"), and the TOWN OF WAREHAM, a Massachusetts municipal corporation with a principal address of 54 Marion Rd, Wareham, MA (the "Town").

WHEREAS, the Company wishes to locate a Marijuana Establishment at 3119 Cranberry Highway, East Wareham, MA 02538 (the "Facility"), with Marijuana Cultivator and Product Manufacturer Licenses ("Licenses") in the Town in accordance with Chapter 334 of the Acts of 2016, The Regulation and Taxation of Marijuana Act, as amended by Chapter 55 of the Acts of 2017, An Act to Ensure Safe Access to Marijuana, (collectively referred to as the "Act.") and applicable regulations issued by the Commonwealth of Massachusetts Cannabis Control Commission ("CNB") and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations (collectively the "Regulations"); and

WHEREAS, for purposes of licensure, the Company is required to submit to the CNB documentation evidencing that the Company and Town have executed a host community agreement.

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives a Final License from the CNB to operate a Marijuana Establishment in Wareham and receives all required local permits and approvals; and

WHEREAS, notwithstanding the anticipated benefits to certain members of the community, the Company may impact Town resources in ways unique to the business of the Licensee and draw upon Town resources in a manner not shared by the general population.

NOW THEREFORE, in consideration of the provisions of this Agreement, the Company offers, and the Town accepts this Agreement in accordance with G.L c.44, §53A, and the Company and the Town agree as follows:

1. The parties anticipate that the Town may incur additional expenses and impacts upon the Town's road system, law enforcement, inspectional services and permitting services, public health services, and potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate any such impacts upon the Town and use of Town resources, the Company shall provide as a donation to the Town a community impact fee. The Company agrees to make fee payments to the Town, in the amounts and under the terms provided herein (the "Funds"). The Company shall furnish the Town with annual Profit and Loss Statements, as soon as they become available,

reflecting gross sales figures (“Gross Sales”) for the Licensee located in the Town. Additionally, the Company shall provide the Town with copies of its periodic financial filings to the CNB documenting Gross Sales.

2. The Company acknowledges and agrees that the Town is under no obligation to use the donation payments made hereunder in any particular manner, and that the payments shall constitute donations in accordance with G.L. c. 44, §53A. The Company shall pay to the Town the following sums:
  - a. For each year in the term of this agreement the Company shall pay to the Town a “Community Impact Fee.” This fee shall be set at three (3%) percent of the Gross Sales of the marijuana during the previous year of operation. This fee shall be paid within sixty (60) days after each calendar quarter of operation. The Company shall notify the Town in writing when the Company commences sales within the Town.
3. The terms of this Agreement shall be renegotiated by the Company and the Town in good faith on or before the date that is five (5) years after the commencement of operations of the Marijuana Establishment.
4. The provisions of this Agreement shall be applicable as long as the Company operates the Marijuana Establishment in the Town, pursuant to a license issued by CNB.
5. The Company wishes to donate a sum of funds annually to Wareham charities, non-profits or other organizations that benefit the residents of Wareham. The Company will work with the Town on identifying the recipient(s) of the donations based on need and community impact.
6. The Company shall make efforts to hire qualified employees who are Town residents, and to utilize local vendors and suppliers, contractors and builders where possible.
7. In cooperation with and to the extent requested by the Town's Police Department, and consistent with the Regulations, the Company shall work with the Town's Police Department to implement a compliant diversion prevention plan, a form of which plans to be in place prior to the commencement of operations in the Town (“Operations Commencement Date”). Such plan shall include, but is not limited to, (i) training employees to be aware of, observe, and report any unusual behavior in authorized visitors, employees or others that may indicate the potential for diversion; (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.
8. To the extent requested by the Town's Police Department, and consistent with the Regulations, the Company shall work with the Town's Police Department in determining the placement of interior and exterior security cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Facility is located. The Company shall maintain a cooperative relationship with the



Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communication to the Police Department of any suspicious activities on or in the immediate vicinity of the Licensee and with regard to any anti-diversion procedures. Such camera(s) may be altered by the CNB during their security and architectural review process upon approval by the Police Department.

9. The production, handling, marketing and sale of edible marijuana-infused products ("MIPs") by the Company shall be in accordance with the Regulations, including the packaging and labeling requirements set forth in 935 CMR 500.150(E).
10. The on-site consumption of marijuana products shall be prohibited.
11. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Company to operate in the Town, or to refrain from enforcement action against the Company and/or its License for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.
12. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet or otherwise transfer any interest in the Agreement without the written consent of the other. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town and filing of a new application filing fee.
13. The Company agrees to comply with all laws, rules, regulations and orders applicable to the Licenses, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary Licenses, permits, and approvals required for the performance of such work.
14. Any and all notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to

the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

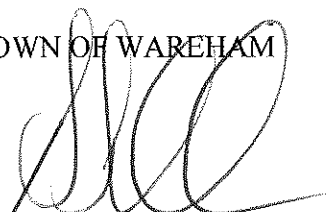
15. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company agrees it shall 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 Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.
16. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
17. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
18. This Agreement shall also be null and void in the event that the Company shall: (1) not locate the Licenses in the Town; or (2) relocate the Licenses out of the Town. In the case of any relocation out of the Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of occupation of the Licenses within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company.
19. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Company.

[SIGNATURE PAGE FOLLOWS]

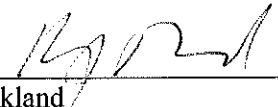
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

TOWN OF WAREHAM

TRAVA, INC.

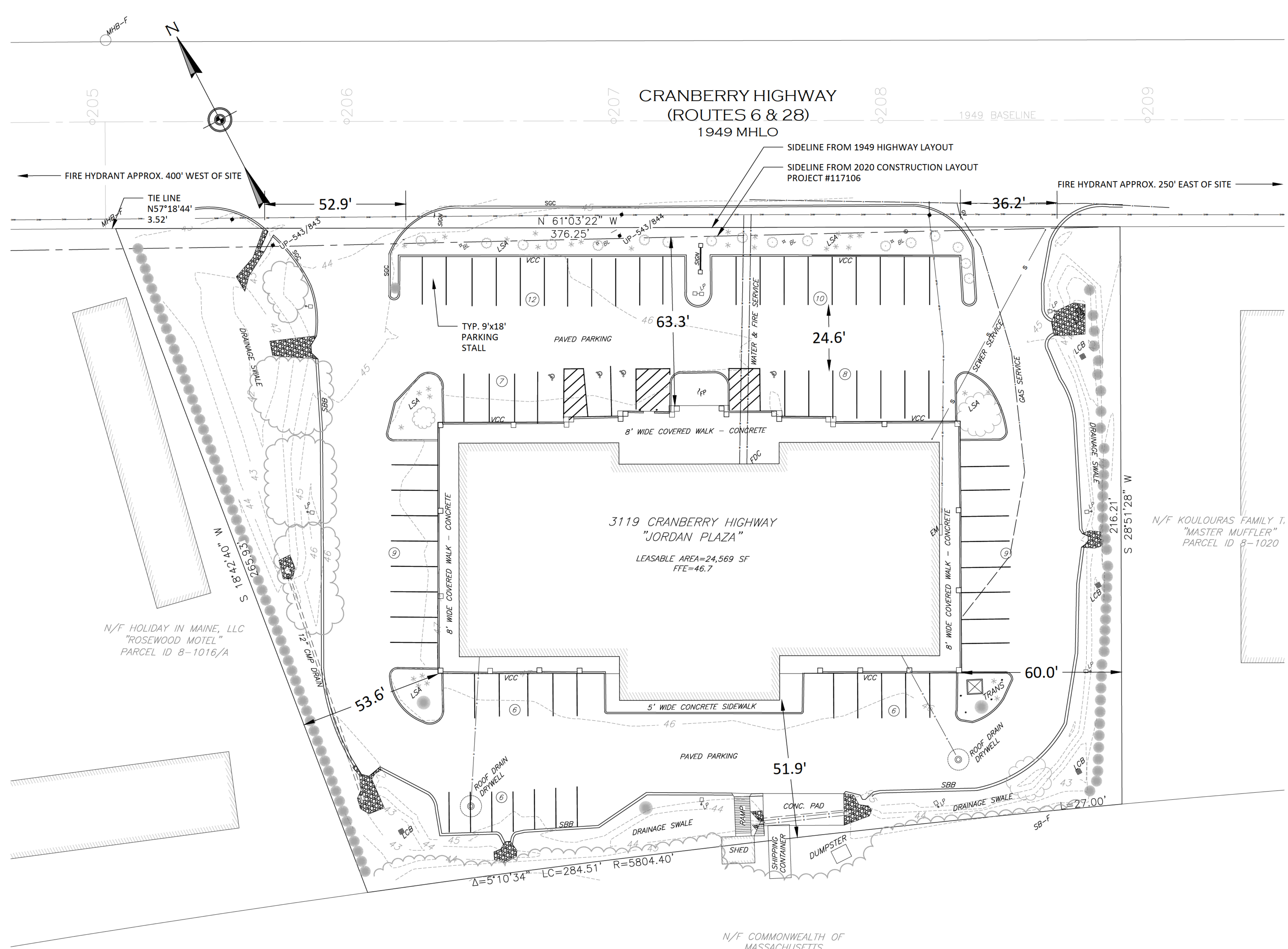
By:   
Name: Derek Sullivan  
Its: Town Administrator  
Duly Authorized

By: \_\_\_\_\_  
Name: Vladimir Georgiev  
Its: President  
Duly Authorized

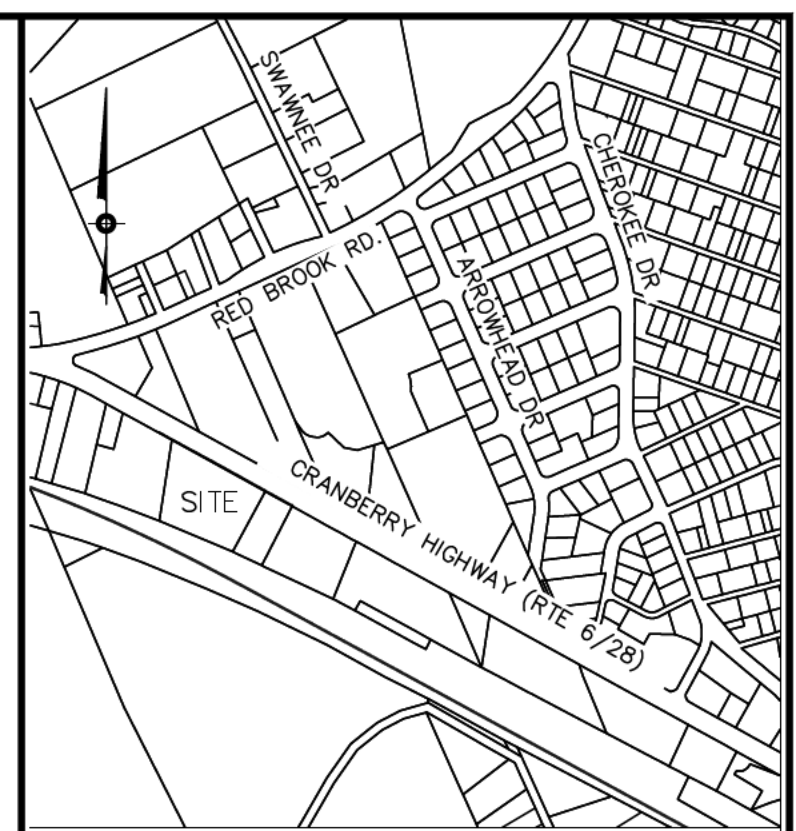
Recommended By:   
Name: Kenneth Buckland  
Title: Director of Planning

Approved as to Form: see attached email  
Name: Richard Bowen  
Title: Town Counsel

# **EXHIBIT D**



- OWNER OF RECORD:  
EM REALTY TRUST  
EMMANUEL MOUZITHRAS, TRUSTEE  
29 LINDEN ROAD  
PEABODY, MA 01960
- ASSESSORS REFERENCE  
MAP 8 LOT 1019A  
LOT AREA=77,032 SF (1.77 AC)  
NO WETLANDS  
ZONING: STRIP COMMERCIAL  
MIN AREA: 30,000 SF  
MIN FRONTAGE: 150 FEET  
SETBACKS  
F: 20' S:10' R: 10'
- DEED REFERENCE:  
- BOOK 50341, PAGE 276  
PLYMOUTH COUNTY REGISTRY OF DEEDS
- PLAN REFERENCES:  
PLAN BOOK 10, PAGE 498  
PLYMOUTH COUNTY REGISTRY OF DEEDS  
UNRECORDED MADOT ROAD IMPROVEMENT  
PLANS FOR CRANBERRY HIGHWAY (ROUTES 6 &  
28) PROJECT FILE #117106 PREPARED BY  
VANASSE HAGEN BRUSTLIN, WATERTOWN, MA.  
THESE PLANS ARE UNDATED.
- HORIZONTAL DATUM IS BASED UPON  
MASSACHUSETTS MAINLAND STATE PLANE  
COORDINATE SYSTEM, NAD83, IN  
SURVEY FEET.
- VERTICAL DATUM IS BASED UPON NAVD83, IN  
US SURVEY FEET.
- SURVEYED USING TOTAL STATION AND SURVEY  
GRADE GPS IN JULY 2020.
- UNDERGROUND UTILITIES SHOWN ON THIS  
PLAN ARE BASED UPON VISIBLE, ABOVE  
GROUND EVIDENCE AND RECORD  
INFORMATION AND ARE ONLY APPROXIMATE.  
CONTRACTOR IS RESPONSIBLE FOR TAKING ALL  
NECESSARY PRECAUTIONS BEFORE BEGINNING  
ANY EXCAVATION. (DIGSAFE 1-888-344-7233)
- PARCEL AND RIGHT OF WAY LINES WERE  
OBTAINED FROM THE REFERENCED PLANS AND  
AN ON THE GROUND SURVEY.
- THE SITE IS LOCATED IN FEMA FLOOD ZONE X  
AS SHOWN ON FIRM 25023C0494, EFFECTIVE  
JULY 17, 2012.



**LOCUS MAP**  
1"=750'

**GREEN SEAL ENVIRONMENTAL, LLC**  
114 STATE ROAD, BUILDING B  
SAGAMORE BEACH, MA 02562  
TEL: (508) 888-6034  
FAX: (508) 888-1506  
WWW.GSEENV.COM

THESE DRAWINGS ARE THE PROPERTY OF THE DESIGN  
ENGINEER, GREEN SEAL ENVIRONMENTAL, LLC.  
UNAUTHORIZED REPRODUCTION FOR ANY PURPOSE IS AN  
INFRINGEMENT UPON COPYRIGHT LAWS. VIOLATORS WILL  
BE SUBJECT TO PROSECUTION.

DIMENSIONS ARE AS INDICATED.

USE OF THIS PLAN CONSTITUTES ACCEPTANCE OF TERMS  
AND CONDITIONS SET FORTH IN ACCOMPANYING PROJECT  
DOCUMENTATION.

IT IS THE RESPONSIBILITY OF THE USER TO CONFIRM  
DISCREPANCIES WITH THE ENGINEER PRIOR TO USE.

NO.	DATE	COMMENT

**ABBREVIATIONS**

THESE STANDARD ABBREVIATIONS MAY  
BE FOUND IN THE DRAWINGS.

BL	BOLLARD LIGHT
CMP	CORRUGATED METAL PIPE
EM	ELECTRIC METER
FP	FLAG POLE
FDC	FIRE DEPARTMENT CONNECTION
FFE	FINISH FLOOR ELEVATION
LCB	LEACHING CATCH BASIN
LP	LIGHT POLE
LSA	LANDSCAPE AREA
MHB-F	MASS. HIGHWAY BOUND FOUND
SBB	SLOPED BITUMINOUS BERM
SB-F	STONE BOUND FOUND
SGC	SLOPED GRANITE CURB
TRANS	TRANSFORMER
UP	UTILITY POLE
WV	WATER VALVE
VCC	VERTICAL CONCRETE CURB

**LEGEND**

THESE LINETYPES MAY BE FOUND IN THE  
DRAWINGS.

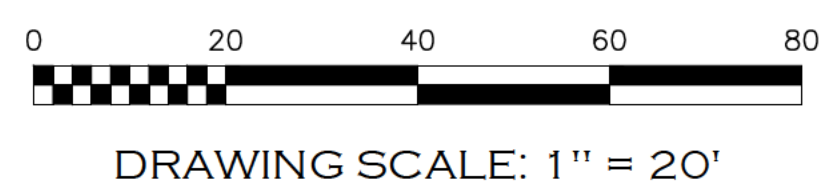
LINETYPE	DESCRIPTION
	TREE LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING DRAIN
	EXISTING GAS
	EXISTING OVERHEAD WIRE
	EXISTING WATER LINE
	EXISTING SEWER LINE
	LOT LINE (SUBJECT PARCEL)
	LOT LINE (ABUTTERS)
	UNDERGROUND ELECTRIC

**PARKING & USE ANALYSIS**

UNIT	TENANT	AREA	USE	PARKING	SPACES
UNIT 1	GLOBE STREET	4,500 SF	MARIJUANA DISPENSARY	RETAIL (1/300 SF)	= 15 SPACES
UNIT 2	TRAVA, INC	2,300 SF	APPLICANT	(INCLUDED IN UNIT 6B)	= 18 SPACES
UNIT 3	KADRMAS EYE CARE NEW ENGLAND	2,300 SF	EYE DOCTOR	OFFICE (1/250 SF)	= 9 SPACES
UNIT 4	SELECT PHYSIOTHERAPY	4,600 SF	PHYSICAL THERAPY	OFFICE (1/250 SF)	= 18 SPACES
UNIT 5A	EM REALTY TRUST	700 SF	BUILDING OWNER	OFFICE (1/250 SF)	= 3 SPACES
UNIT 5B-5F	TRAVA, INC	3,000 SF	APPLICANT	(INCLUDED IN UNIT 6B)	= 4 SPACES
UNIT 6A	MASS AIR NATIONAL GUARD	1,000 SF	SERVICES	OFFICE (1/250 SF)	= 4 SPACES
UNIT 6B	TRAVA, INC	2,100 SF	APPLICANT	MANUFACTURING*	= 12 SPACES
				REQUIRED	57 SPACES
				PROVIDED	73 SPACES

- NOTES:**
- THIS PURPOSE OF THIS PLAN IS TO SEEK A SPECIAL PERMIT FOR SITE PLAN REVIEW FROM THE WAREHAM PLANNING BOARD FOR A CANNABIS CULTIVATION FACILITY. THE PROPOSED FACILITY WILL BE LOCATED IN THE EXISTING STRUCTURE AND THERE WILL BE NO CHANGE IN EXTERIOR DESIGN ELEMENTS SUCH AS LIGHTING, PARKING, UTILITIES AND LANDSCAPING, ET CETERA.
  - IN ACCORDANCE WITH 935 CMR 500.11(3) THERE ARE NO KNOWN PRE-EXISTING PUBLIC OR PRIVATE SCHOOLS PROVIDING EDUCATION IN KINDERGARTEN OR ANY OF GRADES ONE THROUGH 12 WITHIN 500-FT OF THE PROPERTY BOUNDARIES OF THE SUBJECT PARCEL.
  - THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

\*1 PER 1.5 EMPLOYEES ON LARGEST SHIFT PLUS 1 VEHICLE STORED ON PREMISES  
MAX SHIFT = 18 EMPLOYEE /1.5 = 12 SPACES ( NO VEHICLES WILL BE STORED)



CAD TECH:	SDC	CHECKED BY:	JDO
ENGINEER:	SDC	DATE:	06/18/21
		SCALE:	1"=20'
		SHEET:	

# **EXHIBIT E**

## POLICIES AND PROCEDURES FOR CULTIVATING

### Overview

Trava, Inc. (“Trava”) will cultivate, process and package marijuana, and transfer marijuana to other Marijuana Establishments, but not to consumers, in accordance with Trava’s licensed cultivation tier. All phases of the cultivation, processing, and packaging of marijuana by Trava will take place in a designated area that is not visible from a public place without the use of binoculars, aircraft or other optical aids.

Application of pesticides by Trava will be performed in compliance with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00. Any testing results indicating noncompliance will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources (“MDAR”). In the event that Trava sells or otherwise transfers marijuana to another Marijuana Establishment, Trava will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160. Trava will only label marijuana with the word “organic” if all cultivation is consistent with US Department of Agriculture organic requirements at 7 CFR 205 and MDAR requirements for pesticide usage. Soil for cultivation will meet federal standards identified by the Commission, including but not limited to the U.S. Agency for Toxic Substances and Disease Registry’s Environmental Media Evaluation Guidelines for residential soil levels.

Trava’s cultivation process will use best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm. Trava’s best practices will be compliant with state and local law, including but not limited to, the Commission’s *Guidance on Integrated Pest Management* currently in effect and as subsequently amended. Any application of plant nutrient to land used for the cultivation of marijuana will comply with St. 2012, c. 262, as amended by St. 2013, c. 118, § 26, and 330 CMR 31.00: *Plant Nutrient Application Requirements for Agricultural Land and Non-agricultural Turf and Lawns*.

Trava, through the use of Metrc, will assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling, and product recalls.

### Cultivation Rooms and Facilities

#### Cultivation Rooms

- Clone Room
- Mother Room
- Vegetative Room
- Flowering Rooms

#### Support Rooms

- Supply Storage Room
- General (non-plant) Trash Room
- Plant Trash Room

- Locker Rooms
- Mechanical Room
- Electrical room
- Trim Room
- Dry Room

### Technical Specifications

The Trava facility utilizes a water-chilled system/heat to control temperature and humidity levels. Cultivation rooms are individually controlled and monitored through the use of a Direct Digital Control (“DDC”), which is an automated control of a condition or process by a digital device. Adjustable environmental parameters include heat, humidity, and light control. Cultivation rooms that house plant material will be under video surveillance—as outlined in the Trava Security Policies and Procedures.

### Overview of Cultivation Rooms

*Clone Room:* The Clone Room is initially dedicated to the germination of seeds during ramp up, and then will be used to house clones from mother plants, which will be chosen from initial seed stock. Cloning, the act of taking a genetically identical specimen from mother stock, takes place in the clone room. The Cultivation Technician that oversees the Mother Room and Clone Room propagates plant material and is responsible for the plants’ life cycle from cutting to vegetative phase.

*Mother Room:* The Mother Room houses all selected plants from initial seed stock that meet the characteristics that the Director of Cultivation is looking for in each strain of marijuana. The Mother Room consists of grow lights that offer the proper wavelengths of light to encourage rapid growth to produce clones on a weekly basis. The Mother Room light cycle is twenty-four (24) hours of light.

*Vegetative Room:* The Vegetative Room houses all plants that are in between the Clone Room and Flowering Rooms. Grow lights will be used to encourage vegetative growth and proper root establishment. Plant material will also be transitioned from low intensity lighting to high intensity to prevent transplant/light shock. The Vegetative Room light cycle varies between eighteen to twenty-four (18-24) hours of light.

*Flowering Rooms:* The Flowering Rooms consist of marijuana plants fed from the vegetative room. Marijuana plants are placed under a twelve/twelve (12/12) light cycle to initiate flowering. With the use of grow lights, the flowering marijuana plants receive the correct amount of red/orange wavelengths of light to promote proper flowering behavior. The Flowering Rooms are where the plants’ life cycles end; this period can vary from eight to twelve (8-12) weeks.

### Safety

All agents will complete mandatory safety training sessions. Trava agents and Trava management will have specific responsibilities to ensure health and safety at the Trava facility:

#### Health and Safety Responsibilities for Trava Management:

- Ensure the health and safety of Cultivation Technicians;



- Correct any workplace conditions that are hazardous to the health and safety of Cultivation Technicians;
- Inform Cultivation Technicians about any remaining hazards;
- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that they comply with them;
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them;
- Provide Cultivation Technicians with education, supervision, and training specific to the Cultivation Facility and equipment used to cultivate; and
- Perform ongoing reviews of policies and procedures and update as needed.

*Health and Safety Responsibilities for Trava Agents:*

- Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
- Comply with all regulations and other legal requirements;
- Follow established safe work procedures;
- Use the required personal protective equipment;
- Refrain from horseplay or similar conduct that may endanger others;
- Ensure individual ability to work safely is not impaired by drugs or alcohol;
- Report accidents and other incidents (including near misses) to the Director of Cultivation; and
- Report the following to the Director of Cultivation:
  - A hazard that might endanger Trava agents;
  - A problem with personal protective equipment or clothing; and
  - Any suggestions to improve workplace safety.

*Cultivation Agent Health and Safety Program:* Eight basic components have been identified to help prevent accidents and injuries from occurring within the Cultivation Facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
  - Dealing with wet surfaces;
  - Wearing proper personal protective equipment and clothing;
  - Handling solvents with use of protective gloves and proper ventilation; and
  - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout Cultivation Facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.

- First Aid—determine what level of first aid is necessary on-site.
- Fire Safety in Cultivation – includes but is not limited to storage and processing of chemicals or fertilizers in compliance with the standards set forth in 527 CMR 1.00: *The Massachusetts Comprehensive Fire Code*.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns. Smoking is prohibited on Trava property.

### Plant Care

Cultivation Technicians will be responsible for all plant maintenance in their assigned cultivation rooms. Responsibilities will include watering/irrigation, potting/re-potting, pruning and Integrated Pest Management (IPM). The IPM Program is designed to control and limit pests and other pathogens. Cultivation Technicians will maintain appropriate levels of sanitation in all cultivation areas and keep assigned cultivation rooms clean and free from hazards. Toxic items will be labeled, identified appropriately, held, and stored in the cultivation supply room in order to protect marijuana and MIPs from being contaminated.

*Irrigation:* All plants will be top fed via drip irrigation. Multiple reservoirs located throughout the cultivation rooms will feed plants, and reservoirs will contain the mixture of water and a concentrated two-part fertilizer that will be adjusted to the proper ppm/EC levels that are required for the different stages of the marijuana plant cycle. The irrigation water will also be adjusted to the proper pH level to ensure proper nutrient uptake. Cultivation Technicians are responsible for their assigned reservoirs. Responsibilities include filling reservoirs with water and adding concentrated nutrients to reach the proper nutrient levels required and adjusting pH with the use of nutrient/pH meter. Cultivation Technicians will monitor the flow of irrigation through the system to ensure that all plants are receiving adequate amounts of water. Cultivation Technicians will consult with the Cultivation Manager and Director of Cultivation with regards to irrigation frequency and duration.

*Potting/Re-Potting:* All plants will be using a mixture of coco fiber and perlite in nursery pots. Cultivation Technicians are responsible for potting up plants in their assigned cultivation rooms. Cultivation Technicians will consult with the Cultivation Manager/Director of Cultivation regarding the timing of re-potting in order to maximize plant potential and to ensure that plants do not become root-bound. All Cultivation Technicians will be trained by the Director of Cultivation on proper potting techniques during initial training.

*Pruning:* Marijuana plants will be pruned regularly to encourage adequate growth traits and to maximize flowering sites on the plant. Pruning will also be used to maximize the yield potential of individual plants and also to eliminate flowering sites that do not receive adequate light due to full canopy. Cultivation Technicians will undergo training in this procedure by the Director of Cultivation during initial training to ensure proper techniques.

### Pest Control Prevention

Pests and pathogens will be managed and controlled to the greatest extent possible. Pests include insects, diseases, or any unwanted organism that directly or indirectly damages plants. Trava will implement an Integrated Pest Management (IPM) Program to manage and control pest problems. IPM is a systematic approach to managing pests that focuses on long-term prevention or suppression with minimal impact on human health, the environment, and non-target organisms. A successful IPM Program consists of five (5) main categories: sanitation, monitoring, identification of pest problems, control methods, and evaluation.

*Sanitation:* Maintaining a clean and sterile environment is the most important phase of the IPM program. Agents will be responsible for ensuring assigned cultivation rooms are properly maintained, floors remain free from debris, and that tables on which plants are being grown are clean. Between harvests, Flowering Rooms, including floors, tables and walls, will be treated with a greenhouse disinfectant. All irrigation systems and lines will be cleaned between harvests. Cultivation Technicians will be required to wear one-piece work jumpsuits during shifts to limit the introduction of unwanted pests/pathogens.

*Monitoring:* IPM requires a thorough assessment of plants and their overall appearance. Cultivation Technicians will perform visual assessments for their dedicated areas and report any findings to the Cultivation Manager and Director of Cultivation.

*Identification of Pest Problems:* Visual inspections are the primary method for determining if pest problems exist in the Cultivation Facility. Sticky traps will be used throughout cultivation rooms to allow agents to consistently monitor pests that may be present. If and when a pest/pathogen is identified, Cultivation Technicians will immediately notify the Cultivation Manager and Director of Cultivation in order to minimize the risk of the pest/pathogen from spreading. In conjunction with the Director of Cultivation, the Cultivation Manager will create a remedial plan to eliminate the pest or pathogen.

*Control Methods:* The goal of the IPM Program is to create and maintain a well-organized and sanitized Cultivation Facility. The use of cultural control methods places a focus on proper environmental conditions and is critical to maintaining them. Biological control methods will be used throughout the Cultivation Facility. Biological agents (plant, animal, or microbe) will be used to control pests. When necessary, Cultivation Technicians will use mechanical controls (i.e. hands-on and exclusion techniques) such as handpicking and destroying pests/or pathogens or destroying plants that are heavily infected in order to prevent other plants from becoming contaminated. Cultivation Technicians will also utilize exclusion methods, such as making sure cultivation room doors remain closed, prohibiting non-essential agents from entering cultivation rooms, and requiring agents to change into uniforms when their shift begins.

Soil for cultivation will meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.

The cultivation process will use best practices to limit contamination, including but not limited to mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.

Evaluation: All aspects of the IPM Program will be thoroughly documented, including frequency, rates, methodology, and time/date when applied. Such records will be utilized to determine any necessary changes in the IPM Program and will be retained as part of Trava's recordkeeping requirements.

#### Cultivation Agent Entrance Procedures

All Cultivation Technicians will enter the Cultivation Facility using the main exterior door. Upon entry, Cultivation Technicians will proceed directly to the Locker Rooms to change into Trava issued uniforms and will then report to their assigned Cultivation Room(s).

#### Cultivation Flow

Clone Room: Initial ramp up begins with the germination of seeds in the Clone Room. Seeds will be germinated in rockwool cubes and housed in the clone room for up to 3-4 weeks. All viable plants will continue to be grown under fluorescent lighting in the Clone Room until determined by the Director of Cultivation that plants are ready to be transitioned into the Vegetative Room.

Vegetative Room: After plants leave the Clone Room they will be transported directly to the Vegetative Room, where they are introduced to high intensity light, which encourages rapid growth. All seeds/clones are repotted into a coco-based media upon entering the Vegetative Room. Marijuana plants will be housed in the Vegetative Room for 2-4 weeks depending on individual, strain-specific characteristics. During the initial ramp up phase, some plants will be diverted into the Mother Room for the purpose of creating mother stock from which future propagation from clone/cuttings will be taken. The Vegetative Room will house plants before they transition into Flowering Rooms.

Mother Room: All mother stock plants are housed in the Mother Room. Plant growth is encouraged through a light cycle and nutrient regimen to produce the maximum amount of cuttings/clones. Cultivation Technicians assigned to the Mother and Clone Rooms will be responsible for taking cuttings from mother stock and propagating within the Clone Room.

Flowering Rooms: After plants are grown in the Vegetative Room, they will be transported directly into Flowering Rooms. In the Flowering Rooms a 12 hour on/12 hour off light cycle flowering will be initiated. Marijuana plants finish their life cycle in the Flowering Rooms and can spend anywhere from 8-12 weeks in the flowering phase. Flowering Rooms may house multiple varieties and different stages of the marijuana flowering phase. All plants will remain properly labeled and tracked using Metrc. Trava anticipates harvests on a weekly or bi-weekly schedule to ensure a steady flow of marijuana is available.

#### Production Plan

All initial plant stock will come from the germination of seeds. After initial seed germination, all subsequent plants will be propagated via cutting/clone from mother stock. Under the supervision of the Director of Cultivation, Cultivation Technicians will use a variety of techniques to encourage rapid, vigorous growth in both the Mother and Vegetative Rooms to ensure a sufficient number of plants to feed the Flowering Rooms.

## Harvest

When marijuana plants reach full maturity, as determined by the Director of Cultivation or Cultivation Manager by examining the trichomes of the plant, plants will be cut down to the soil line in the Flowering Rooms and transferred to the Trim Room. Trimming will be conducted by a machine while the flowers are wet. Cultivation Technicians engaged in the harvest process will wear gloves to prevent contamination. After marijuana flowers are processed by the mechanical trimmer, they will be moved to the Dry Room. The environmental conditions in the Dry Room will be maintained to ensure the even drying of marijuana flowers. Once dried, marijuana flowers will be packaged in sealed containers in compliance with Commission regulations. Samples of batches are sent out for third-party testing.

## Testing

- a. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol established in accordance with M.G.L. c. 94G, § 15 and in form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission;
- b. Marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Trava acknowledges and understands that the Commission may require additional testing;
- c. Trava will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch, and (ii) of any information regarding contamination as specified by the Commission or immediately upon request by the Commission. The notification will be from both Trava and the Independent Testing Laboratory, separately and directly. The notification from Trava will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination;
- d. Trava will maintain the results of all testing for no less than one year, and acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested;
- e. The sale of seeds is not subject to these testing provisions;
- f. Clones are subject to these testing provisions but are exempt from testing for metals;
- g. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13);
- h. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);

- i. All excess marijuana will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Trava for disposal or by the Independent Testing Laboratory disposing of it directly;
- j. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160;
- k. Single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
- l. Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): Waste Disposal.
- m. If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): Waste Disposal.

#### Solid Growing Media Sampling

Cultivation media will be tested in compliance with Commission protocols. Prior to commencing operations, Trava will disclose all growing media and plant nutrients intended to be used during the cultivation process in addition to providing information upon request.

Soil for cultivation will meet the federal standards identified by the Commission, including but not limited to the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels. All soils and solid growing media will be sampled and analyzed initially prior to use for cultivation of marijuana, and at least annually, or quarterly if the soil is amended. Specifically, all source soils or solids will be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source. Samples will be taken from 5% of individual plant containers. Sample collection documentation will identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination. Agents performing sampling will use decontaminated sampling tools and equipment to ensure that samples are not contaminated. All instructions from

the analyzing laboratory will be followed in the transportation of samples. Laboratory analysis will be performed by a laboratory that is:

- Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement; or
- Certified, registered, or accredited by an organization.

Source soils will be sampled and analyzed:

- Prior to use in cultivation;
- Whenever a new source material is utilized; or
- At a rate of one sample per cubic yard of source soil or, when collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).

Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include, but are not limited to, soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

Cultivation soils will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below). If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.

Sources of solid growing media including soils must be sampled and analyzed prior to use in cultivation and upon any change in the source of solids. Once cleared for use in cultivation, cultivation soils must be sampled and analyzed at least annually and within the quarter that soils are amended. The spatial distribution of samples must be considered to ensure representativeness across the entire cultivation operation. Sampling and analysis frequency, sample locations, and quality control (QC) samples are detailed herein and will comply with all regulatory guidance and will be periodically reviewed and amended to ensure such compliance.

### Minimum Sampling and Analysis Frequency for Soils and Solids

#### Source Soils and Solids

- All source soils and solids will be sampled and analyzed prior to use in cultivation.
- All source soils and solids will be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
- All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid media/soil.
- Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include but are not limited to soils that have been

amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

### Cultivation Soils or Solids

- All cultivation soils and solid materials will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below).
- If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Note that soil amendment includes any material added to a soil, including other soils, to improve its physical properties, such as water retention, permeability, water infiltration, drainage, aeration, and structure. Note that soil amendment does not include addition of water or fertilizers added solely for nutrients. Materials such as compost or manure that are added for nutrients and to change the character of the soil and that are added in bulk are considered soil amendments for the purpose of this protocol. Application of soil amendments must be consistent with all Commission requirements.
- For cultivation that utilizes beds or other broad area cultivation, solid growing media/soil samples will be collected at the rate of 1 sample per discrete cultivation unit or at least 1 sample per 100 square feet of soil area for larger discrete cultivation units.
- For cultivation that utilizes individual plant containers (as opposed to beds or in-ground cultivation), solid growing media/soil samples will be collected from a minimum of 5 percent of the total number of growing containers.
- Solid growing media samples will be collected to be representative of the horizontal and vertical conditions of the growing configuration.
- When collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).
- Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.
- Samples will be analyzed individually as grab samples unless the analysis methods used allow analytical reporting limits to be achieved on composite sample analyses that would demonstrate that any single sample in the composite would not exceed the contaminant limits described later in this protocol. In no case may more than five (5) primary samples be composited into a single sample for analysis. When analyzed as a composite, the laboratory results of the composite must demonstrate that each composite subsample is below the relevant contaminant limits, not just the composite itself. For example, if the results of a five-sample composite are reported as 1.0 mg/kg, any one subsample (20% of the total composite) could contain up to 5 mg/kg when accounting for the effective dilution of the other four subsamples (i.e., 1 sample at 5 mg/kg + 4 samples at 0 mg/kg = average of 1 mg/kg).
- Composite samples are not recommended but are allowable to scale sampling and analysis to fit the cultivation scale and approach. However, use of composite samples to demonstrate compliance would require corrective actions on all individual samples should the composite sample fail to achieve acceptable limits on any target analyte.



A diagram of the cultivation area, the sampling design, and the horizontal and vertical location of each sample will be created for each sampling event and maintained on file for review by inspection authorities.

#### Quality Control (QC) Samples for Soils and Solids

Field duplicate samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected to provide verification of field and laboratory procedures. Field duplicate samples will be collected and analyzed for each analytical method performed on the samples. Field duplicate samples will not be identified to the laboratory (blind QC). Blank samples are required to provide important information on potential positive bias on any positive results in field samples.

Equipment rinsate blanks are required whenever non-disposable sampling equipment is used to collect samples at multiple locations such as in source soil testing or testing of hydroponic nutrient solutions. Equipment rinsate blanks must be collected at the rate of one (1) per sampling event per sampling equipment type with at least one (1) equipment rinsate blank for every twenty (20) field samples of the same matrix. Where equipment rinsate blanks are not appropriate (i.e., use of disposable sampling equipment, collection of just one sample location, or direct collection into the sampling container), field blanks may be used to evaluate potential for contamination and potential positive bias at the same frequency of one (1) per sampling event per sampling equipment type with at least one (1) for every twenty (20) field samples of the same matrix.

#### Water Samples

Trava's water supply will be sufficient for necessary operations. Water will not be sampled because water is from a Public Water Source (PWS) used in solids-based cultivation. Public water analysis records will be maintained by Trava and available to inspectors to demonstrate adequate analysis of the water and exemption from analysis.

#### Recalls

Trava's policies and procedures for handling voluntary and mandatory recalls of marijuana will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Trava to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety.

Product recalls may be initiated by the Commission or by Trava. In the event of a product recall, the following will transpire to ensure that all impacted consumers are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled (i.e. establish the recall period);
- Trava will then publicly post the nature of the recall on its website and at its facilities; and
- The recall will clearly explain the situation and instructions on returning the recalled product.

Consumers will return the recalled product to Trava and will be given the option of a refund or credit to be used during that visit. Destruction of the recalled product will occur pursuant to waste disposal requirements.

#### Vendor Samples

Trava may provide Vendor Samples of Marijuana flower to a Marijuana Product Manufacturer or to a Marijuana Retailer. Any such Vendor Samples provided by Trava may not be consumed on any licensed Premises or sold to another licensee or Consumer. Vendor Samples will be tested and transported in compliance with the applicable sections of 935 CMR 500. The Vendor Samples may be transported with other Marijuana flower intended for transportation to an individual Marijuana Product Manufacturer or an individual Marijuana Retailer.

Vendor Samples provided to an individual Marijuana Product Manufacturer or Retailer will be limited to four grams per strain of Marijuana flower and no more than seven strains of Marijuana flower in a calendar month period.

Vendor Samples will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Vendor Sample.” Vendor Samples provided will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “VENDOR SAMPLE NOT FOR RESALE”;
2. Trava’s name and registration number;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Cultivation Batch associated with the Vendor Sample that is traceable in the Seed-to-sale SOR.

#### Quality Control Samples

Trava may provide a Quality Control Sample of Marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to sell. Quality Control Samples provided to Trava’s employees may not be consumed on any licensed Premises or sold to another licensee or Consumer and will be tested in accordance with 935 CMR 500.160. Quality Control Samples provided to all employees will be limited to four grams per strain of Marijuana flower and no more than seven strains of Marijuana flower in a calendar month period.

Quality Control Samples will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.” Quality Control Samples provided to employees will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. Trava’s name and registration number;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and

4. A unique sequential, alphanumeric identifier assigned to the Cultivation Batch associated with the Vendor Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, the Marijuana Cultivator shall record the reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample, the date and time the Quality Control Sample was provided to the employee, the agent registration number of the employee receiving the Quality Control Sample; and the name of the employee as it appears on their agent registration card.

#### Waste Disposal

- a. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on Trava's premises will be locked and secured as to prevent unauthorized access.
- b. Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater Discharge Program*; 314 CMR 12.00: *Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*; the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.*, the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tanks and Containers Construction, Operation, and Record Keeping Requirements*.
- c. Organic material, recyclable material, and solid waste generated at a Trava facility will be redirected or disposed of as follows:
  1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
  2. To the greatest extent feasible:
    - i. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
    - ii. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
  3. Solid waste containing marijuana generated at a Trava facility may be ground up and mixed with other solid waste at the Trava facility such that the resulting mixture renders any marijuana unusable for its original purpose. Once such

marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or

- d. No fewer than two Trava agents will witness and document how the solid waste or organic material containing marijuana is handled on-site, including, but not limited to, the grinding up, mixing, storage and removal from the Trava facility in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Trava will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Trava agents present during the disposal or other handling, with their signatures. Trava will keep these records for at least three years. This period will automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

#### Energy Efficiency and Conservation

Trava will demonstrate consideration of the following factors:

- a. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Trava will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: *Air Pollution Control* as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). Trava will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each license renewal application under 935 CMR 500.103(4) will include a report of Trava's energy and water usage over the 12-month period preceding the date of application. Trava will be subject to the following minimum energy efficiency and equipment standards:

- a. The building envelope for all facilities, except greenhouses, must meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section

C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

- b. Lighting used for Trava’s cannabis cultivation will meet one of the following compliance requirements: (i) Trava’s horticulture lighting power density will not exceed 36 watts per square foot, except for Tier 1 and Tier 2 which will not exceed 50 watts per square foot; (ii) all horticultural lighting used in the Trava facility will be listed on the current Design Lights Consortium Solid-State Horticultural Lighting Qualified Products List (“Horticultural QPL”) or other similar list approved by the Commission as of the date of license application, and lighting Photosynthetic Photon Efficacy (PPE) will be at least 15 percent above the minimum Horticultural QPL threshold rounded up to the nearest 0.1  $\mu\text{mol}/\text{J}$  (micromoles per joule); or (iii) the Trava facility seeking to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. Trava, regardless of compliance path, will provide third-party safety certification an OSHA NRTL or SCC-recognized body to a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.
- c. Heating Ventilation and Air Condition (HVAC) and dehumidification systems must meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*). As part of the documentation required under 935 CMR 500.120(11)(b), Trava will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
- d. Safety protocols will be established and documented to protect workers and consumers, or Visitors (*e.g.*, eye protection near operating horticultural lighting equipment).
- e. Requirements 935 CMR 500.120(11)(b) and (c) will not be required if an indoor marijuana cultivator is generating 80% or more of the total annual onsite energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F & 11F $\frac{1}{2}$  and regulations promulgated thereunder. Additionally, Trava will document that renewable energy credits or alternative energy credits representing the portion of Trava’s energy usage not generated onsite has been purchased and retired on an annual basis.
- f. Prior to final licensure, Trava will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103(1), or through an energy compliance letter or updated energy compliance letter prepared by one or more of the following energy professionals: (i) a Certified Energy Auditor

certified by the Association of Energy Engineers; (ii) a Certified Energy Manager certified by the Association of Energy Engineers; (iii) a Massachusetts Licensed Professional Engineer; or (iv) a Massachusetts Licensed Registered Architect.

- g. Trava acknowledges and understands that for purposes of 935 CMR 500.120(11), the following terms shall have the following meanings: Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest); Horticulture Lighting Square Footage (HLSF) means an area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain plants at any point in time, at any stage of growth, including all of the space(s) within the boundaries, HLSF may be noncontiguous, but each unique area included in the total HLSF calculations shall be separated by an identifiable boundary which includes, but is not limited to: interior walls, shelves, Greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If plants are being cultivated using a shelving system, the surface area of each level shall be included in the total HLSF calculation; and Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage,  $(HLE / HLSF = HLPD)$  expressed as number of watts per square foot.

In addition to the written operating policies required under 935 CMR 500.105(1), Trava will maintain written policies and procedures for the cultivation, production, transfer or distribution of marijuana, as applicable, which will include but not be limited to, the following: (i) Methods for identifying, recording, and reporting diversion, theft, or loss, for correcting all errors and inaccuracies in inventories, and for maintaining accurate inventory which will, at a minimum, be in compliance with 935 CMR 500.105(8); Policies and procedures for handling voluntary and mandatory recalls of marijuana, which will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Trava to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety; (iii) Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed, which procedures will provide for written documentation of the disposition of the marijuana, and at a minimum, be in compliance with 935 CMR 500.105(12); (iv) Policies and procedures for transportation, which, at a minimum, will be in compliance with 935 CMR 500.105(13); (v) Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, which, at a minimum, will be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); (vi) Policies and procedures for ensuring fire safety in cultivation activities, including but not limited to the storage and processing of chemicals or fertilizers, in compliance with the standards set forth in 527 CMR 1.00: *The Massachusetts Comprehensive Fire Code*; (vii) Policies and procedures for developing and providing Vendor Samples to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator. Policies and procedures will include methods by which the Marijuana Cultivator will adequately track, record, and document all Vendor Samples developed on, or

provided from, the licensed Premises; (viii) Policies and procedures for developing and providing Quality Control Samples to employees for the purpose of ensuring product quality and determining whether to make the product available to sell. Policies and procedures will include methods by which the Marijuana Cultivator will adequately track, record, and document all Quality Control Samples developed on, or provided from, the licensed Premises. Policies and procedures will further prohibit consumption of Quality Control Samples on the licensed Premises; (ix) Policies and procedures for packaging Marijuana and White Labeling Marijuana Cultivators including retention of all Wholesale Agreements entered into with Delivery Operators and will make them available to the Commission upon request; and (x) Policies and procedures for the transfer, acquisition, or sale of marijuana between Trava and other Marijuana Establishments.

# **EXHIBIT F**



## METHOD USED TO PRODUCE PRODUCTS

### Overview

Trava, Inc. (“Trava”) will produce concentrates for bulk sale and the creation of marijuana products using supercritical CO<sub>2</sub> and then refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale. This will ensure Trava can provide consumers with clean and safe products.

Trava is committed to producing marijuana products in a safe and sanitary manner. Trava will process leaves and flowers of the female marijuana plant only, which will be well cured and free of seeds, stems, dirt, sand, debris, and other foreign matter and will not be contaminated by mold, rot, other fungus, and/or bacterial diseases. Marijuana products will be prepared and handled on food-grade stainless steel tables with no contact to agents’ bare hands and will be packaged in a secure area.

The Trava facility will utilize standards based on municipal health codes, as well as FDA codes, to ensure optimal safety of all food products produced and is designed with ample cold storage and sanitization equipment to ensure food safety.

All edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State sanitary code chapter X:

Minimum sanitation standards for food establishments, 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements* as applicable.

Trava agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Trava agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Trava facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Trava agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

The Trava facility has ample space for placement of equipment and storage of materials necessary for maintaining sanitary operations. Litter and waste will be properly removed and

disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

All surfaces and equipment within the Trava facility will be cleaned frequently in order to ensure that they are kept in a clean and sanitary condition. Surfaces and equipment will be sanitized with a sanitizing agent registered by the EPA and used in accordance with the labeled instructions.

Any and all toxic materials will be properly identified and stored in a manner that protects against contamination of marijuana products. Proper safety and cleanliness procedures will be visibly posted or easily accessible in the Trava facility. Trava's water supply is sufficient for necessary operations. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana.

Notwithstanding a stricter municipal or state regulation, Trava will identify the method of extraction (i.e. CO<sub>2</sub>) on a physical posting at all entrances of its facility. The posting will be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Trava will post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.

Trava, when selling or otherwise transferring marijuana to another marijuana establishment, will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

In addition to the written operating policies required under 935 CMR 500.105(1), Trava will maintain written policies and procedures for the production or distribution of marijuana products, as applicable in accordance with 935 CMR 500.130.

#### Product Manufacturer Processes

The Trava facility utilizes state of the art extraction technology by way of a supercritical fluid (SCCO<sub>2</sub>) botanical extractor. Further refinement of this raw CO<sub>2</sub> concentrate will be accomplished using a fractional distillation still for removal of any trace amounts of microbial and heavy metals contamination. This highly purified concentrate will be used in precision-dosed marijuana products, as well as sold in bulk and in vaporizer cartridges.

- Drying: Any material to be processed through the supercritical fluid CO<sub>2</sub> extractor will be dried as much as possible. Trim is to be dried on perforated sheet pans lined with parchment and placed on speed racks. Trim material will be laid on sheet pans in a thin layer in order to dry properly and quickly. A fan will circulate air around the trim in order to expedite drying, as well as prohibit biological contamination. Trim and whole plant material may also be dried in the ovens at a low temperature so as to prevent decarboxylation.

- Safety: If trim or plant material is handled in the Trava facility, the agent must wear a dust-mask as well as gloves and a lab coat.
- Cleaning: The inside of grinders and food processors will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material and then cleaning and sterilizing in the high temperature washer/sanitizer.
- Grinding: Sufficiently dried material will be ground to the consistency of fine coffee grinds, using a (designated) large food processor or botanical chopper. Once the material is ground to proper specification, it will be stored in large 6-inch, stainless steel pans with stainless steel lids with appropriate labeling regarding batch information.
  - Safety: If trim or plant material is handled in the Trava facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
  - Cleaning: The inside of grinder or food processor, along with its blade, will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, prior to cleaning and sterilizing in the high temperature washer/sanitizer. The grinder/food processor body will be wiped down with lab wipes after each batch. The steel pans will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, and then cleaning and sterilizing in a high temperature washer/sanitizer.
- Packing Supercritical CO2 Extractor: The retaining bolts will be taken off the extraction vessel, the lid lifted up, and the provided funnel put in its place. The agent will fit 12-15lbs into the 20L vessel. The material to be processed will be packed lightly into the vessel using the provided plunger. Once full, the lid will be closed, and the extractor vessel bolts replaced using the provided torque wrench.
  - Safety: The agent will make sure vessel pressures are all 0psi. Using the User Interface, the agent will select “Open Extractor Vessel” from the maintenance screen, prior to removing the extractor vessel bolts. Packing of the column will be done in small increments and never too hard. Any time trim or plant material is handled in the Trava facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
  - Cleaning: The agent will vacuum all of the processed material out of the extraction vessel using a (dedicated) shop vac. The outside of the SCCO2 extractor will be cleaned using sanitizing wipes. Running the machine empty overnight will suitably clean and sterilize the inside of the machine.
- Running SCCO2 Extractor:
  - Safety: The machine has a number of built-in safety features in the event of over-pressure runs or solvent leakage. In the event that the machine is unable to recover CO2, slowly vent the CO2 from valve 10 at the bottom of separator #2 and evacuate the Trava facility until CO2 is completely vented. The provided ventilation in the Trava facility will remove all CO2 and replace it with fresh air from outside the building.
  - Cleaning: All solvent lines will be cleaned out with acetone. Such cleaning will be performed under the closed lab fume hood so as not to release solvent vapors into the room. Once a week, the machine will be run empty, thoroughly cleaning the machine.

- Spin on Hotplate/Freeze:
  - Safety: The hotplate will continue to stay hot for some time even after it is turned off. The readout will read “HOT” until the plate is sufficiently cooled. Do not touch the hotplate when it is running or when the readout reads “HOT.”
  - Cleaning: The hotplate should be wiped down with a lab wipe after every use. If heavier cleaning is needed, wipe the plate down with denatured alcohol.
- Soak in Hot Ethanol:
  - Safety: Ethanol must be heated under the hood. When removing ethanol from the hood, a solvent respirator must be worn by the lab agent to prevent hot fumes from being inhaled. Caution must be taken when pouring, as the liquid is hot.
  - Cleaning: Cleaned with acetone and sanitized in the sanitizing dishwasher.
- Filtering:
  - Safety: The cold trap must remain full of dry ice at all times to prevent contamination of ethanol into the vacuum pump.
  - Cleaning: Replace used filters with new filters for each batch. Pass hot ethanol through the funnel to clean the filter. Sanitize in the sanitizing dishwasher.
- Removal of Ethanol in Rotary Evaporator:
  - Safety: The agent should use caution not to fill the boiling flask of the rotary evaporator more than halfway. The cold trap must remain full of dry ice at all times to prevent contamination of ethanol in the vacuum pump.
  - Cleaning: The boiling flask, receiving flask and vapor tube will be cleaned with acetone under the fume hood and sanitized in the sanitizing dishwasher.
- Decarboxylating: Decarboxylation or “decarbing” is the act of removing water from concentrate to aid in efficient distillation. To do this, the agent places a stainless-steel bain-marie or pot full of concentrate directly on to an induction burner. The concentrate should be heated quickly to a temperature of 180c then immediately removed from heat. At this point, the concentrate is fully decarboxylated.
  - Safety: The induction burner must be set up under the fume hood and the task performed with the hood closed.
  - Cleaning: Clean the bain-marie with acetone under the fume hood and sanitize in the sanitizing dishwasher. Wipe the induction burner down with a lab wipe.
- Fractional Distillation: The cold trap on the left will always be full of acetone/dry ice to prevent terpenes from contaminating the pump oil. The feeder will be filled with no more than 500ml of dewaxed/decarbed oil in order to reduce the risk of clogs.
  - Safety: Never run the still dry—there must be material flowing from the feeder before turning the motor on.
  - Cleaning: The still can be cleaned without being disassembled by running warm ethanol through under ambient pressure.

### Definitions of Key Equipment

- Supercritical CO2 Extractor: A device used to extract cannabis oil from the plant matter. CO2 is used by Trava, as it is the safest, most environmentally friendly solvent available to the industry. CO2 is warmed, pressurized, and pumped through a column of cultivated material. The CO2 “fluid” soaks into the plant matter to extract and concentrate only the cannabinoids, terpenes and other medicinally beneficial components. The CO2 is then

recycled back into storage tanks for later use. As this is a “closed loop” system, no CO2 is vented from the machine, at any time.

- Fractional Distillation Still: The fractional distillation still is used to further purify the CO2 concentrate. During this process, the material is heated under reduced pressure and re-condensed and collected. The distilled concentrate is increased in purity and potency, resulting in a pharmaceutical-quality product suitable for human consumption.
- Rotary Evaporator: A rotary evaporator is used for cold recovery of ethanol in the purification process.
- Blast Chiller: A blast chiller is used to cryogenically freeze concentrate to keep it sterile, and to precipitate plant waxes and lipids for separation prior to distillation.
- Fume Hood: The fume hood is used as a safety measure when using solvent to clean lab glassware and utensils. All cleaning and soaking of glass and utensils will be done under the closed hood to prevent solvent fumes from being inhaled by agents.
- Vacuum Purge Oven: Used to desiccate material used prior to purification. Water removal is an important step in the purification process.

### Standard Equipment

Standard equipment used in the Trava facility may include the following:

- Supercritical CO2 Extractor
- Fractional Distillation Still
- Rotary Evaporator
- Blast Chiller
- 3-bay Sink
- Closed Lab Hood
- Sanitizing Dishwasher
- Vacuum Purge Oven
- Hand Washing Station
- Eye Washing Station
- 4 Burner Gas Range
- Double-Decker Convection Oven
- Reach in Freezer
- Reach in Refrigerator

### Policies and Procedures Regarding Cleaning and Sanitization

Cleaning and sanitization are both important factors in producing sterile concentrates and food-safe marijuana products for distribution to customers in Massachusetts.

- Cleaning:
  - Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Trava facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.

- All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
- Equipment and utensils utilized in the Trava facility be so designed and of such material and workmanship as to be adequately cleanable.
- Sanitization:
  - Post cleaning sanitization is performed on all work surfaces, laboratory glassware, and kitchen cookware. The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm <b>Range recommended: 50-100ppm.</b> Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
<b>Use provided test strips.</b> Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.

Safety

All agents will complete mandatory safety training sessions. Trava agents and Trava management will have the following responsibilities when it comes to health and safety:

- Trava Management:
  - Ensure the health and safety of all agents.
  - Correct any workplace conditions that are hazardous to the health and safety of agents.
  - Inform agents about any remaining hazards.

- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility.
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that they comply with them.
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
- Provide agents with education, supervision, and training specific to equipment.
- Perform ongoing reviews and updates to policies and procedures as needed.
- Trava Agents:
  - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
  - Comply with all regulations and other legal requirements.
  - Follow established safe work procedures.
  - Use the required personal protective equipment.
  - Refrain from horseplay or similar conduct that may endanger others.
  - Ensure individual ability to work safely is not impaired by drugs or alcohol.
  - Report accidents and other incidents (including near misses) to the Production Manager.
  - Report the following to the Production Manager:
    - A hazard that might endanger Trava agents;
    - A problem with personal protective equipment or clothing; or
    - Any suggestions to improve workplace safety.

#### Trava Lab and Production Agent Health and Safety Program

Trava has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the Trava facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
  - Dealing with wet surfaces;
  - Wearing proper personal protective equipment and clothing;
  - Handling solvents with use of protective gloves and proper ventilation; and
  - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Trava facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

### Packaging and Labeling

#### Packaging of Marijuana and Marijuana Products

Trava will ensure that all marijuana products that are provided for sale to consumers will be sold in tamper or child-resistant packaging. To be in compliance with 935 CMR 500.105(6), Trava will ensure:

1. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are:
  - a. Opaque and plain in design;
  - b. Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
  - c. Certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
2. That where compliance with the requirements of tamper or child-resistant packaging is deemed by Trava to be unreasonably impracticable, marijuana products will be placed in an exit package that is:
  - a. Capable of being resealed and made tamper and child-resistant again after it has been opened;
  - b. Not able to be opened easily with scissors if appealing to children;
  - c. Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and
  - d. Is certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700.

Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors. Packaging is explicitly prohibited from:

1. Using bright colors that are “neon” in appearance;
2. Imitating or having a semblance to any existing branded consumer products, including foods and beverages, that do not contain marijuana;
3. Featuring cartoons;
4. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
5. Featuring symbols or celebrities that are commonly used to market products to minors;
6. Featuring images of minors; and
7. Featuring words that refer to products that are commonly associated with minors or marketed to minors.

#### Packaging of Multiple Servings

Packaging for marijuana products sold or displayed for consumers in multiple



servings will include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings. Edible marijuana products in a solid form will be easily and permanently scored to identify individual servings.

Notwithstanding 935 CMR 500.105(6)(c)(2)(a), where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product will be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored will be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to licensees. Packaging for marijuana product beverages will be packages solely in a single serving size. Multiple serving beverages are strictly prohibited for sale. Each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. Serving size will be determined by Trava but in no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol. Any marijuana product that is made to resemble a typical food or beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and 500.105(6).

Prior to a marijuana product being sold at a marijuana establishment, Trava will submit an application, in a form and manner determined by the Commission, for packaging and label approval to the Commission.

#### Labeling of Edible Marijuana Products

Prior to edible marijuana products being sold or transferred, Trava will place a legible, firmly affixed label on which the wording is no less than one-sixteenth (1/16) inch in size on each edible marijuana product that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Trava’s name and registration number, together with Trava’s business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Refrigeration of the product is required, as applicable;
4. Net weight or volume in US customary and metric units;
5. The quantity of usable marijuana contained within the product as measured in ounces;
6. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
7. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
8. The serving size of the marijuana product in milligrams if the package is a multiple serving package;
9. The number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150;

10. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
11. The date of creation and the recommended “use by” or expiration date which will not be altered or changed;
12. A batch number, sequential serial number and barcodes when used, to identify the batch associated with manufacturing and processing;
13. Directions for use of the marijuana product;
14. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
15. A warning if nuts or other known allergens are contained in the product;
16. This statement, including capitalization: “The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN”;
17. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



18. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



### Labeling of Marijuana Concentrates and Extracts

Prior to marijuana concentrates or extracts being sold or transferred, Trava will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each marijuana concentrate container that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Trava's name and registration number, together with Trava's business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Product identity including the word "concentrate" or "extract" as applicable;
4. Net weight or volume expressed in US customary units and metric units;
5. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
6. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume, and the amount of specific additives infused or incorporated during the manufacturing process, whether active or inactive, including, but not limited to, thickening agents, thinning agents, and specific terpenes, expressed in absolute terms and as a percentage of volume, and in a form and matter determined by the Commission;
7. A statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150;
8. The date of creation and the recommended "use by" or expiration date;
9. A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing;
10. Directions for use of the marijuana product;
11. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
12. A warning if nuts or other known allergens are contained in the product;
13. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";
14. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



15. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



*Labeling of Marijuana Infused Tinctures and Topicals*

Prior to marijuana infused tinctures or topicals being sold or transferred, Trava will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each container of marijuana infused tincture or topical that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Trava's name and registration number, together with Trava's business telephone number, e-mail address, and website information, if any;
2. The marijuana product's identity;
3. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
4. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
5. Net weight or volume as expressed in US customary units or metric units;
6. The date of product creation;

7. A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing;
8. Directions for use of the marijuana product;
9. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
10. A warning if nuts or other known allergens are contained in the product;
11. This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. **KEEP THIS PRODUCT AWAY FROM CHILDREN.**”;
12. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



13. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



In circumstances where the labeling of the marijuana product is unreasonable or impractical, Trava may include the labeling information on a peelback label or may place the product in a sealed bag with an insert or additional, easily readable label firmly affixed to that bag.

### Additional Labeling and Packaging Requirements for Edible Marijuana Products

In addition to the requirements set forth in M.G.L. c. 94G, § 4(a<sup>1/2</sup>)(xxvi) and 935 CMR 500.105(5) and (6), Trava will ensure that the following information or statement is affixed to every container holding an edible marijuana product:

1. If the retail edible marijuana product is perishable, a statement that the edible marijuana product must be refrigerated;
2. The date on which the edible marijuana product was produced;
3. A nutritional fact panel that must be based on the number of THC servings within the container;
4. Information regarding the size of each serving for the product by milligrams, the total number of servings of marijuana in the product, and the total amount of active THC in the product by milligrams (mgs). For example: “The serving size of active THC in this product is X mg(s), this product contains X servings of marijuana, and the total amount of active THC in this product is X mg(s).”
5. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.

Once a label with a use-by date has been affixed to a container holding an edible marijuana product, Trava will not alter that date or affix a new label with a later use-by date. Trava will ensure that each single serving of an edible marijuana product is physically demarcated in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of an edible marijuana product within a multi-serving package of edible marijuana products must be easily separable in order to allow an average person 21 years of age or older to physically separate, with minimal effort, individual servings of the product. Each single serving of an edible marijuana product contained in a packaged unit of multiple edible marijuana product will be marked, stamped, or otherwise imprinted with a symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

### Energy Standards

Trava will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts.

### Testing

1. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of Trava’s marijuana products will be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in

compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

2. Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, the presence of Pesticides and any additional testing required by the Commission.
3. Trava will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. In addition Trava's policy will include notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission. The notification will be from both Trava and the Independent Testing Laboratory, separately and directly. The notification from Trava will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. Trava will maintain the results of all testing for no less than one year. Testing results will be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.
5. The sale of seeds is not subject to these testing provisions.
6. Clones are subject to these testing provisions but are exempt from testing for metals.
7. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).
8. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);
9. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Trava for disposal or by the Independent Testing Laboratory disposing of it directly; and
10. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
11. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
12. Marijuana and Marijuana Products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

### Recalls

Trava's policies and procedures for handling voluntary and mandatory recalls of marijuana products will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Trava to remove defective or potentially defective

marijuana products from the market, as well as any action undertaken to promote public health and safety.

Product recalls may be initiated by the Commission or by Trava. In the event of a product recall, the following will transpire to ensure that all impacted consumers are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled (i.e. establish the recall period);
- Trava will then publicly post the nature of the recall on its website and at its facilities; and
- The recall will clearly explain the situation and instructions on returning the recalled product.

Consumers will return the recalled product to Trava and will be given the option of a refund or credit to be used during that visit. Destruction of the recalled product will occur pursuant to waste disposal requirements.

#### Destruction

Trava will have policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana product is segregated from other product and destroyed. Such procedures will provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, will be in compliance with 935 CMR 500.105(12).

All outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products will be stored prior to destruction in accordance with the following standards:

- a. Trava, for the purposes of storage, will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110;
- b. Trava will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed;
- c. Trava storage areas will be maintained in a clean and orderly condition;
- d. Trava storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- e. Trava storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on the Marijuana Establishment's Premises shall be locked and secured as to prevent unauthorized access.

- a. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.



- b. Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater Discharge Program*; 314 CMR 12.00: *Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*; the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.*, the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tanks and Containers*.
- c. Organic material, recyclable material and solid waste generated at Trava will be redirected or disposed of as follows:
  - i. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
  - ii. To the greatest extent feasible:
    - I. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
    - II. Any Marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
  - iii. Solid waste containing cannabis waste generated at Trava may be ground up and mixed with other solid waste at the Marijuana Establishment such that the resulting mixture renders the cannabis unusable for its original purpose. Once such marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (*e.g.*, landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the jurisdiction in which the facility is located.
- d. No fewer than two Trava agents must witness and document how the solid waste or organic material containing marijuana is handled on-site, including, but not limited to, the grinding up, mixing, storage and removal from Trava in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Trava will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Trava agents present during the disposal or other handling, with their signatures. Trava will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

## **PRODUCT MANUFACTURING SAFETY PLAN**

In accordance with 935 CMR 500.105(3)(c), Trava, Inc. (“Trava”) will ensure that all edibles will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

### **Agent Hygiene Practices**

Trava agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Trava agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Trava facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Trava agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

### **Food Material Practices**

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

### **Food Contact Surface Sanitation Practices**

The Company recognizes the importance of properly washing, rinsing, and sanitizing food preparation equipment, utensils, and all surfaces that come into contact with food to reduce the number of bacteria, prevent the spread of bacteria, and eliminate the possibility of cross-contamination. Trava will institute the following sanitation procedures in its commercial kitchen:

- Sanitizing solution should be used in the kitchen and other areas to sanitize food contact surfaces and utensils prior to use.
- All surfaces that come into contact with food will be washed, rinsed, and sanitized after each use, when an agent begins working with another type of food, anytime an agent is interrupted during a task and the tools or items they have been working with may have become contaminated, or at four-hour intervals if the areas or items are in constant use.
- Sanitizing solution will be stored in buckets or other containers such as a spray bottle and used with wiping cloths to sanitize prep tables, prep sinks, dining room tables, bar area,

and working utensils; in the third compartment of a 3-compartment sink to sanitize all dishes that are washed; and use the final rinse in the dish machine to sanitize all dishes that are washed.

- The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm <b>Range recommended: 50-100ppm.</b> Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
<b>Use provided test strips.</b> Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.
- Agents will ensure that all wiping cloths are soaked with sanitizer when cleaning food contact surfaces (like cutting boards, prep tables, slicers, etc.) and stored in sanitizer when not in use.
- Sanitizer buckets will be set up at all times in areas where food is being handled. Agents will check sanitizer solutions frequently to ensure that they are at the correct concentration, using the proper test strips for the type of sanitizing chemical that they are using.
- Sanitizer solutions will be changed as needed to properly sanitize food contact surfaces.
- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Trava facility, at all times. Used solvent

will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.

- Equipment and utensils utilized in the Trava facility be so designed and of such material and workmanship as to be adequately cleanable.

### **Training**

All agents will complete mandatory safety training sessions. Trava agents and Trava management will have the following responsibilities when it comes to health and safety:

- **Trava Management:**
  - Ensure the health and safety of all agents.
  - Correct any workplace conditions that are hazardous to the health and safety of agents.
  - Inform agents about any remaining hazards.
  - Make copies of the OSHA Regulations and any workers compensation requirements available by posting throughout the facility.
  - Ensure agents know their rights and responsibilities under OSHA Regulations and the Commission's requirements and that they comply with them.
  - Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
  - Provide agents with education, supervision, and training specific to equipment.
  - Perform ongoing reviews and updates to policies and procedures as needed.
- **Trava Agents:**
  - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
  - Comply with all regulations and other legal requirements.
  - Follow established safe work procedures.
  - Use the required personal protective equipment.
  - Refrain from horseplay or similar conduct that may endanger others.
  - Ensure individual ability to work safely is not impaired by drugs or alcohol.
  - Report accidents and other incidents (including near misses) to the manager on duty.
  - Report the following to the manager on duty:
    - A hazard that might endanger Trava agents;
    - A problem with personal protective equipment or clothing; or
    - Any suggestions to improve workplace safety.

### **Cleanliness & Sanitation Training:**

Trava will combine its existing successful agent training program, supplemented with Commission rules and cannabis specific training to provide exhaustive training curricula to all agents. Trava's training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.

- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
- Quality assurance procedures and consequences of failing to follow the company's established processes; and
- ServSafe certification training.

#### Trava Lab and Production Agent Health and Safety Program

Trava has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the Trava facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
  - Dealing with wet surfaces;
  - Wearing proper personal protective equipment and clothing;
  - Handling solvents with use of protective gloves and proper ventilation; and
  - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Trava facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

When selling or otherwise transferring marijuana to another marijuana establishment Trava will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.