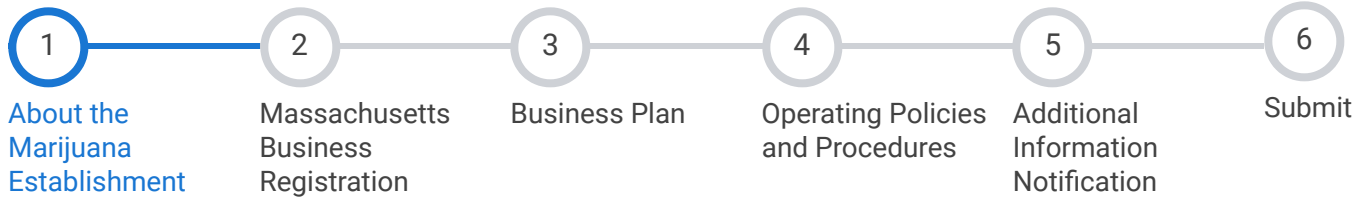


**COMPLETED MANAGEMENT AND OPERATIONS
PROFILE FOR MARIJUANA RETAILER
APPLICATION**



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



Application #: MRN282568

About the Marijuana Establishment

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

Business Legal Name *

Botanica, LLC

Federal Tax Identification Number EIN/TIN *

Phone Number *

Email Address *

Business Address 1 *

Business Address 2

Business City *

Somerville

Business State *

MA ▼

Business Zip Code *

02144

Mailing Address 1 *

Mailing Address 2

Mailing City *

Somerville

Mailing State *

MA ▼

Mailing Zip Code *

02144

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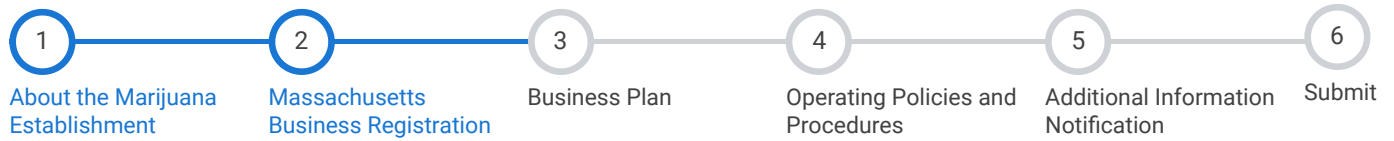
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For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscmission@state.ma.us



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



Application #: MRN282568

Massachusetts Business Registration

A Marijuana Establishment must:

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

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

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

Massachusetts Business Identification Number *

001371194

Doing-Business-As Name

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

DBA Registration City

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



Required Business Documentation *

Please upload and categorize each of these four required documents:

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



Document Name: Botanica_Certificate of Good Standing_SoC.pdf



Document Category: Secretary of Commonwealth - Certificate of Good Standing

Upload Date: 4/3/19

Document Name: Botanica_Certificate of Good Standing_DoR.pdf



Document Category: Department of Revenue - Certificate of Good standing

Document Name: Botanica_Certificate of Organization.pdf



Document Category: Articles of Organization

PDF

Upload Date: 4/3/19

Document Name: Botanica_Operating Agreement.pdf



Document Category: Bylaws

PDF

Upload Date: 4/3/19

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CERTIFICATE OF ORGANIZATION

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

Secretary of the Commonwealth

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

**Limited Liability Company
Certificate of Organization
(General Laws Chapter 156C, Section 12)**

Federal Identification No.: _____

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

Botanica, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

31 Rogers Avenue, Somerville, MA 02144

- (3) The general character of the business:

The LLC is organizing in order to apply for a license with the CCC.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Denise O'Donovan

31 Rogers Avenue
Somerville, MA 02144

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Denise O'Donovan

31 Rogers Avenue
Somerville, MA 02144

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

Denise O'Donovan

ADDRESS

31 Rogers Avenue
Somerville, MA 02144

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

NAME

Denise O'Donovan

ADDRESS

31 Rogers Avenue
Somerville, MA 02144

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I Denise O'Donovan

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12*

**or attach resident agent's consent hereto.*

THE COMMONWEALTH OF MASSACHUSETTS

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

February 28, 2019 01:26 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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



William Francis Galvin
Secretary of the
Commonwealth

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

April 2, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

BOTANICA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 28, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **DENISE O'DONOVAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DENISE O'DONOVAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DENISE O'DONOVAN**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**CERTIFICATE OF GOOD STANDING –
DEPARTMENT OF REVENUE**



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BOTANICA LLC
741 BROADWAY STE 1
SOMERVILLE MA 02144-2104

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

EXECUTED OPERATING AGREEMENT

BOTANICA, LLC
OPERATING AGREEMENT

This Operating Agreement ("Agreement"), dated as of the 28 day of February 2019, is by Denise O'Donovan, with an address of 31 Rogers Avenue, Somerville, MA 02144.

WHEREAS, BOTANICA, LLC (the "LLC") has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") by the filing on February 28, 2019, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Management.

(a) The LLC shall be managed by Denise O'Donovan, who shall have the authority to (i) exercise all the powers and privileges granted by the Act or any other law or this Agreement, together with any powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the business, trade, purposes or activities of the LLC and (ii) to take any other action not prohibited under the Act or other applicable law.

(b) All decisions of the LLC regarding any matter set forth herein or otherwise affecting or arising out of the conduct of the business of the LLC shall be made by the Manager of the LLC but only with the consent of more than 50% of its Members.

2. Capital Contributions and Liability of Member(s).

(a) The Members have contributed in cash or other property to the capital of the LLC the amount set forth on Schedule A hereto. Additional capital contributions may be made by the Members and shall be reflected on Schedule A hereto.

(b) Except as otherwise provided in this Section 2, the Members shall not be obligated to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC and no Member shall have the right to withdraw or to be repaid any capital contributed by such Member or to receive any other payment in respect of such Member's interest in the LLC, including without limitation as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

(c) The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions. No Member, in such Member's capacity as a Member,

shall have any liability to restore any negative balance in such Member's Capital Account. In no event shall the Members, in his or her capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

3. Return of Contributions. The contribution of the Members is to be returned to the Members only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time.

4. Income Tax Allocations.

4.1 Establishment and Maintenance of Capital Accounts. The LLC shall determine and maintain a single capital account for the Members in accordance with the provisions of Regulation Section 1.704-1(b)(2)(iv). Upon liquidation of the LLC or the Member's interest in the LLC, liquidating distributions shall be made in accordance with the positive capital account balances of the Members, as determined after taking into account all capital account adjustments for the LLC's taxable year during which such liquidation occurs.

4.2 Allocation of Profit, Loss, Credits and Other Items.

(a) As used in this Section 4.2, the following terms and variations thereof shall have the meanings ascribed to them by the Internal Revenue Code of 1986, as amended (the "Code"), the United States Treasury Department Regulations adopted under the Code (the "Regulations") or customary usage in the context of United States federal income taxation: "adjusted basis," "book purposes," "capital account," "credit," "deduction," "deficit," "economic effect," "economic equivalence," "extraordinary gain or loss," "gain," "income," "loss," "minimum gain," "non-recourse debt," "non-recourse deduction," "non-recourse indebtedness," "non-recourse liability," "partnership minimum gain," "qualified income offset" "recapture income," "special allocation," "taxable year," and "tax benefits."

(b) All of the items of LLC income, gain, deduction, loss and credit shall be allocated pursuant to the provisions of paragraphs (c) – (j) of this Section 4.2, and the provisions of paragraph (c) shall apply after the application of paragraphs (d), (e), (f) and (g).

(c) Subject to the terms of this Section 4, the net profits, net losses, net cash flow and net proceeds of the operations of the LLC, any sale or refinancing of any property of the LLC or upon liquidation of the LLC shall be allocated to the Member(s). Subject to the foregoing, distributions to the Member(s) shall be made at such times and in such amounts as the Member(s) shall determine. Notwithstanding the foregoing, it is the intention of the Member(s) that all items of LLC income, gain, loss and deduction as determined for book purposes shall be allocated among the Member(s) and credited to or debited from their respective capital accounts in accordance with Regulations § 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (i) that such allocations satisfy the economic effect equivalence test of Regulations § 1.704-1(b)(2)(ii)(i) (as provided hereinafter) and (ii) that all allocations of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Member(s) in proportion to their Percentage Interest in the LLC set forth on Schedule A attached hereto unless otherwise required by Code section 704(b) and the Regulations promulgated thereunder. Subject to paragraph (f) of this Section 4.2, to the extent possible, items that can have economic effect

shall be allocated in such a manner that the balance of each Member(s) capital account at the end of any taxable year (increased by such Member(s) "share of partnership minimum gain" as defined in Regulations § 1.704-2) would be positive to the extent of the amount of cash that such Member(s) would receive (or would be negative to the extent of the amount of cash that such Member(s) member should be required to contribute to the LLC) if the LLC sold all of its property for an amount of cash equal to the book value (as determined pursuant to Regulations § 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the LLC remaining after payment of all liabilities (other than nonrecourse liabilities) of the LLC were distributed in liquidation immediately following the end of such taxable year.

(d) Other Tax Items. All "Nonrecourse Deductions" as defined in Regulation § 1.704-2(c) shall be allocated among the Member(s) in proportion to their Percentage Interest in the LLC as set forth on Schedule A. All other tax items of the LLC shall be allocated among the Member(s) as provided in the Code and Regulations for a partnership.

(e) Qualified Income Offset. Any Member(s) who unexpectedly receives an adjustment, allocation, or distribution described in Regulations § 1.704-1(b)(2)(ii)(d) (4), (5), or (6), and as a result has, or has increased, a deficit balance in such Member(s) Capital Account will be allocated items of income and gain (consisting of a pro rata portion of each item of LLC income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

(f) Section 704 Adjustments. Notwithstanding any provision of this Agreement to the contrary, in accordance with Section 704(c) of the Code and related Regulations, income, gain, loss and deduction with respect to any property contributed to the LLC shall, solely for tax purposes, be allocated among the Member(s) so as to take account of any variation between the adjusted basis of such property and its initial fair market value.

(g) Minimum Gain Chargeback. Notwithstanding any provision of this Agreement to the contrary, if there is a net decrease in LLC "minimum gain" during a taxable year, as that term is defined in such provisions of the Regulations or applicable tax law that may apply to the allocation of tax benefits among Member(s), then all Member(s) with deficits in their capital accounts (as computed in the manner provided in that part of the Regulations relating to the minimum gain chargeback rules) shall be allocated items of income and gain for such taxable year (and, if necessary, subsequent years) in the amounts and in the proportions required to eliminate such deficits as quickly as possible. "Partner Nonrecourse Debt Minimum Gain" as defined in Regulation § 1.704-2(i)(3) shall be allocated in the manner described in Regulation § 1.704-2(i)(4).

(h) Allocation of Recapture Income. Recapture income (under Sections 1245 and/or 1250 of the Code), if any, from the disposition of an LLC asset shall be allocated to the Member as provided in the Regulations.

(i) Proration in the Event of a Transfer. If the Member's Interest in the LLC (as defined in Section 5 hereinbelow) is transferred during a single year, then each item of LLC income, gain, loss, deduction, or credit attributable to the transferred interest shall be prorated

between the transferor and transferee for Federal income tax purposes as required or permitted by the Code or Regulations, using any convention or method permitted by the Code or regulations in making such proration as may be appropriate; provided, however, that extraordinary gain or loss (if any) shall be allocated to the Member on the date of the disposition giving rise to the extraordinary gain or loss.

(j) Allocations upon Admissions or Redemptions. If the Interest in the LLC of the Member is changed during a taxable year for any reason other than the transfer of all or a portion of the Member's Interest in the LLC, then the Member's share of each item of LLC income, gain, loss, deduction, or credit shall be determined for Federal income tax purposes by taking into account each such Member's Interest in the LLC and using any convention or method permitted by the Code or the Regulations.

5. Substitution and Assignment of a Member's Interest

(a) Subject to the terms of this Section 5, no Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's Interest in the LLC (as defined hereinbelow) or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the Member(s), and any purported assignment without such consent shall be null and void and of no effect whatsoever.

(b) Upon the death of any Member, the remaining Member(s) (the "Purchasing Member(s)") shall purchase, and the deceased Member's estate or other successor in interest shall sell, said Member's Interest in the LLC according to the terms of this Section 5. The price to be paid for the Interest in the LLC of the deceased Member shall be equal to the fair market value of the Interest in the LLC as agreed upon by the Purchasing Member(s) and the legal representative of the deceased Member or in the event the parties cannot agree, at a fair market value as determined below.

In the event that the Purchasing Member(s) and the legal representative of the deceased Member are unable to agree on a value, the value of the deceased Member's Interest in the LLC shall be determined by appraisal as follows:

(i) Within 30 days after the appointment of the personal representative of the deceased Member's estate, but in no event later than three months after death, the Purchasing Member(s) and the personal representative, either (a) shall jointly appoint an appraiser for this purpose, or (b) failing this joint action, shall separately designate an appraiser and, within 10 days after their appointment, the two designated appraisers shall jointly designate a third appraiser. The failure of either the Purchasing Member(s), or the personal representative, to appoint an appraiser within the time allowed shall be deemed equivalent to appointing the appraiser appointed by the other party.

(ii) If, within 30 days after the appointment of all appraisers, a majority of the appraisers concur on the value of the Interest in the LLC being appraised, that appraisal shall be binding and conclusive.

If a majority of the appraisers do not concur within that period, the determination of the appraiser whose appraisal is

Neither the highest nor the lowest shall be binding and conclusive. The Purchasing Member(s) and the deceased Member's estate or successor, shall share the appraisal expenses equally.

(c) Notwithstanding anything in this Agreement to the contrary, in the event of the disability (as defined herein) of the Member, or in the event the Member is no longer an employee of the LLC (collectively referred to herein as a "Withdrawing Member") during the term of this Agreement, the other Member(s) ("Purchasing Member(s)") shall have the option, exercisable by written notice (the "Purchase Notice") to the Withdrawing Member or his legal representative in the event of a disabled Member, as the case may be, during the one (1) year period commencing with the date of determination of disability or termination of employment, as the case may be (the "Notice Period"), to purchase the Withdrawing Member's entire Interest in the LLC at its fair market value as agreed upon by the Purchasing Member(s) and the Withdrawing Member or his legal representative, as the case may be, or in the event the parties cannot agree, at a fair market value as determined hereinabove.

For purposes of this Agreement, "disability" shall mean that the Member shall be injured or become ill and such injury or illness shall incapacitate the Member for a continuous period of at least six (6) months and such Member is deemed to be permanently disabled as provided herein. For purposes of determining if a Member is permanently disabled, the LLC shall promptly appoint a licensed physician, who may be the physician then treating the Member, to make a binding determination if the Member shall be substantially incapacitated for a continuous period of at least six (6) months. The Member agrees to submit to an examination by the licensed physician appointed by the LLC upon the request of the other Member(s). The licensed physician will prepare a written report stating his or her conclusion, which shall be binding upon all parties. In the event a disabled Member does not have a legal representative, all references in this Section 5 to legal representative shall be deemed to refer to the disabled Member.

(d) In the event that the Purchasing Member(s) are required or elect, as the case may be, to purchase the deceased Member's or Withdrawing Member's Interest in the LLC as provided herein, the closing of such purchase and sale shall take place within sixty (60) days after the fair market value is determined as provided herein and the purchase price shall be paid, at the option of the Purchasing Member(s), in a lump sum or in equal monthly installments over the three (3) year period from the date of such closing, such payments to bear interest at the prime rate announced by Bank of America on the date of the closing. Concurrent with such payment, the legal representative of the deceased Member or the Withdrawing Member (or the legal representative of a disabled Member, if applicable), as the case may be, agrees to execute such documentation to transfer such Interest in the LLC as the Purchasing Member(s) may reasonably require.

(e) All rights contained herein of the Member(s) to purchase the Interest in the LLC of another Member shall be based on the Member's pro rata Percentage Interest with respect to the other Member(s) who also elect to exercise their right to purchase. In the event a Member does not elect to purchase his pro rata interest, the other Member(s) may elect to purchase such pro rata Interest in the LLC to be sold as provided herein.

(f) For purposes of this Agreement, a Member's "Interest in the LLC" shall mean such Member's Percentage Interest and Profit and Loss Sharing Percentage.

6. Admission of Additional Members. Additional Members may be admitted to the LLC if agreed to by the Member(s).

7. Priorities. No Member shall have any rights or priority over any other Member as to contributions or as to distributions or compensation by way of income of the LLC.

8. Dissolution of the LLC. The LLC shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) The written consent of all Member(s);

(b) The death, insanity, permanent disability, retirement, resignation, expulsion or bankruptcy of a Member or the occurrence of any other event which terminates the membership of a Member in the LLC unless the business of the LLC is continued by the consent of all the remaining Member(s) within ninety (90) days following the occurrence of any such event; or

(c) The entry of a decree of judicial dissolution under section forty-four of the Act.

In the event the Member(s) elect to continue the LLC as provided in Subparagraph (b) above, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement.

9. Termination of Membership; Return of Capital. No Member may terminate such Member's membership in the LLC or have any right to distributions respecting such Member's membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.

10. Books and Records; Bank Accounts.

(a) The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and the duly authorized representatives, shall at all reasonable times have access to such books. Within one hundred and twenty (120) days after the end of each fiscal year of the LLC, the Members shall be furnished with financial statements which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year.

(b) Such books shall be kept on such method of accounting as the Members may from time to time determine and shall be closed and balanced as of December 31 in each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

(c) The Members shall cause the LLC to maintain one or more accounts in a bank (or banks) which is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.

(d) Michael O'Donovan shall be the "tax matters partner" of the LLC for purposes of the Code or another if otherwise agreed to by all the Members.

11. **Indemnity.** The Members shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct. The Members shall also be entitled to indemnity from the LLC for any liability incurred by the Members arising out of or resulting from the financing of property acquired by the LLC or acquired by the Members and contributed to the LLC. Indemnification hereunder shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

12. **Schedule A for Each Project.**

- (a) Prior to the next project the LLC enters into in the form of another Adult Recreational Cannabis Dispensary, the Members will issue a revised Schedule A reflecting the Capital Contribution and Percentage Interests as it relates to the specific project. Each Schedule A should be deemed specific and identical to each of an area Project and should not be considered an amendment and replacement for a previous Schedule A.
- (b) Managers and Members are to remain the same for purposes of applying and operating a total of 3 approved Adult Recreational Cannabis Dispensaries in the State of Massachusetts, Botanica Somerville being the first.

13. **Miscellaneous.**

(a) Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, and their respective heirs, executors, legal representatives, successors and assigns, and each and every successor-in-interest to the Members, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Members, or any creditor of the LLC other than a Members who is such a creditor of the LLC.

(b) No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by the Members.

(c) Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, including, without limitation, any claim that this Agreement, or any part thereof, is invalid, illegal, or otherwise voidable or void, shall be submitted to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association then in effect, and the judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit any rights which any party hereto may have to apply to any court of competent jurisdiction for injunctive or other equitable relief. This arbitration provision shall be deemed self-executing, and in the event that any party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association sitting in Boston, Massachusetts or another mutually agreed upon type of mediation.

(d) This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. The parties hereto agree to the exclusive jurisdiction and venue of the Federal and State Courts located in the Commonwealth of Massachusetts in enforcing any arbitration determination and in seeking any equitable remedies available to the parties.


(e) This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Member(s) notwithstanding that all Member(s) have not signed the same counterpart.

(f) Any and all notices under this Agreement shall be in writing and shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to the Members at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

(g) This Agreement embodies the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

IN WITNESS WHEREOF, the Manager and Members have signed and sworn to this Agreement as of the date first above written.

MANAGER & MEMBER:


DENISE O'DONOVAN

MEMBER:


BRENDA DEANGELIS

MEMBER:

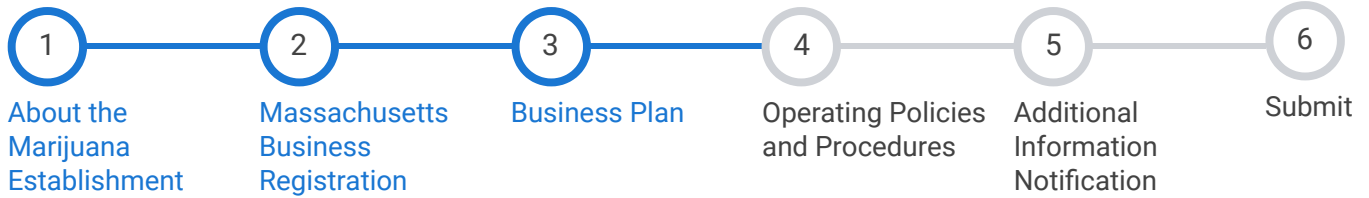

MICHAEL S. O'DONOVAN

**SCHEDULE A
TO
OPERATING AGREEMENT
OF
BOTANICA, LLC**

NAME OF MEMBER	INITIAL CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Denise O'Donovan	\$15,000.00	49%
Brenda DeAngelis	\$0	2.0%
Michael S. O'Donovan	\$100,000.00	49%



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



Application #: MRN282568

Business Plan

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

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

Please upload documentation providing this information in the field below.

Business Plan Documentation *



Document Name: Botanica_Business Plan.pdf



Document Category: Business Plan

Upload Date: 4/3/19



Document Name: Botanica_Proposed Timeline.pdf



Document Category: Proposed Timeline

Upload Date: 4/3/19



Document Name: Botanica_Plan for Obtaining Liability Insurance.pdf



Document Category: Plan for Liability Insurance

Upload Date: 4/3/19

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Exit

For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

Botanica, LLC

Business Plan

April 4, 2019

Table of Contents

1. EXECUTIVE SUMMARY	3
2. COMPANY DESCRIPTION.....	4
3. MARKET RESEARCH	7
4. MARKETING AND SALES.....	8
5. TEAM	10

1. EXECUTIVE SUMMARY

1.1 Mission Statement

Botanica, LLC (“Botanica”) is a Marijuana Establishment (“ME”) committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

1.2 License Type

Botanica is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a retail Marijuana Establishment in Somerville, Massachusetts.

1.3 Product

In addition to traditional sativa, indica, and hybrid cannabis flower, Botanica will offer a wide range of products and services that will allow Botanica to serve customers with a wide variety of needs. Products Botanica intends to offer include, but will not be limited to:

1. Concentrates
2. Topical salves
3. Creams/lotions
4. Oral mucosal/sublingual dissolving tablets
5. Tinctures
6. Sprays
7. Inhalation ready to use extracted hash oils
8. Pre-dosed oil vaporizers
9. Ingestion capsules
10. Marijuana infused food and beverages such as cookies, brownies, gummies, etc.

1.4 What Drives Us

Botanica’s goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting the City of Somerville in offsetting the cost of Botanica’s operations within its community;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative employee pool; and
6. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching; and

2. COMPANY DESCRIPTION

2.1 Structure

Botanica is a Massachusetts limited liability company interested in applying for a license from the Massachusetts Cannabis Control Commission (the “Commission”) to operate a ME in the Commonwealth.

Botanica will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

Botanica will be located in Somerville, MA (“Somerville” or the “City”) and has leased a property that will be renovated and retrofitted for a retail Marijuana Establishment (the “Facility”). Upon completion, the Facility will blend in with the aesthetic of the neighborhood and become the ideal picture of a community retail Marijuana Establishment. The Facility’s prior use was a gas station and, overall, the property in which the Facility is located remains in good condition. The Facility’s exterior renovation will include removal of the old tanks and pumps and retrofitting the existing structure to meet Botanica’s needs for a retail Marijuana Establishment. Upon completion of the renovations, the Facility will encompass a total of approximately 4,000 square feet including a secure loading and unloading vestibule.

Botanica will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Botanica will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Botanica will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

Botanica will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

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. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Botanica will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Botanica will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Botanica.

Botanica and Botanica agents will comply with all local rules, regulations, ordinances, and bylaws.

2.3 Security

Botanica will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Botanica's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Somerville Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Botanica's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the Facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Botanica will maintain a current list of individuals with access.

On-site consumption of marijuana by Botanica's employees and visitors will be prohibited.

Botanica will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

Botanica looks forward to working cooperatively with the Somerville to ensure that Botanica operates as a responsible, contributing member of the community. Botanica anticipates establishing a mutually beneficial relationship with the City in exchange for permitting Botanica to site and operate a retail Marijuana Establishment in Somerville.

The City stands to benefit in various ways, including but not limited to the following:

- **Jobs:**
 - A retail Marijuana Establishment facility will add approximately 10-15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- **Monetary Benefits:**
 - A Host Community Agreement with significant monetary donations will provide the City with additional financial benefits beyond local property taxes.
- **Access to Quality Product:**
 - Botanica will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- **Control:**
 - In addition to the Commission, the Somerville Police Department and other municipal departments will have oversight over Botanica's security systems and processes.
- **Responsibility:**
 - Botanica is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
- **Economic Development:**
 - Botanica's renovation of the old gas station will help revitalize the neighborhood and contribute to the overall economic development of the community.

2.5 Zoning

The address for the ME is 620 Broadway, Somerville, MA 02145. The retail Marijuana Establishment complies with all Somerville's zoning requirements.

In accordance with Somerville's Zoning Ordinance, the proposed property is located in Somerville's NB (Neighborhood Business) Zoning District within the Marijuana Overlay Zoning District which permits the proposed retail Marijuana Establishment use.

Additionally, in accordance with the Somerville's Zoning Ordinance No. 2018-21, the principal entry door of the retail Marijuana Establishment is not located within 300 feet of a principal entry door of a public or private school providing education in kindergarten or any of grades 1 through 12.

3. MARKET RESEARCH

3.1 Industry

Following the first legal adult-use sales in Massachusetts in November 2018, the Commission has continued to approve new retail shops across the state on a rolling basis. In Massachusetts, adult use retail sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.2 Proposed Customers

Botanica will only sell marijuana and marijuana products to customers ages 21 years and older that provide a valid identification and individuals that possess an active medical registration card issued by the Commission. Botanica's intended customers are residents of Somerville and the neighboring municipalities. Such neighboring municipalities include Cambridge, Arlington, Medford, Chelsea, Revere and Everett.

3.3 Competition

There have been over 300 Marijuana Establishment applications submitted to the Cannabis Control Commission in Massachusetts comprised of all Marijuana Establishment license types including retail, cultivation, manufacturing, transporter, testing, etc. However, only 30 applications have been submitted in Middlesex county and only 2 of these licenses are for retail Marijuana Establishments; one located in Lowell and the other in Hudson. Botanica's competition will also include the 13 operational retail Marijuana Establishments that are located throughout the Commonwealth. Additional competition will come from the up to 12 retail Marijuana Establishments in Somerville that the City will issue until November 20, 2020.

3.4 Competitive Advantage

Botanica is cognizant that the adult-use retail marijuana industry in Massachusetts is highly competitive. To compete in this highly competitive industry, Botanica has assembled a team with experience in the retail, business, healthcare, real estate and distribution industries. Botanica's team also has deep roots to the City of Somerville and the surrounding communities that will help attract customers to Botanica's retail Marijuana Establishment and provide a sense of comfort to neighboring businesses and abutters. Furthermore, the proposed interior and exterior design of Botanica's facility will create a safe and welcoming environment for its customers while contributing to the rejuvenation of the neighborhood and the City. Ultimately, this combination of factors will help separate Botanica from its competition and contribute to the success of its business.

3.5 Regulations

Botanica intends to operate as a retail Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Botanica is registered to do business in the Commonwealth of Massachusetts as a limited liability company. Botanica will maintain the limited liability company in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Botanica will apply for all state and local permits and approvals required to renovate and operate the Facility as a retail Marijuana Establishment.

Botanica will also work cooperatively with various municipal departments to ensure that the Facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

4. MARKETING AND SALES

4.1 Growth Strategy

Botanica's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary in-store customer experience; and
5. A caring, knowledgeable, and thoughtful staff made of consummate professionals.

4.2 Communication

Botanica will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include

the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, pursuant to 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Botanica will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (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. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Botanica will seek to advertise at events only where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Botanica will market its products and services to reach a wide range of qualified consumers.

Once finalized, Botanica will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Botanica will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

4.3 Sales

Botanica intends to sell its product and service by engaging customers with knowledgeable in-store personnel.

Botanica will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. 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 for marijuana products sold or displayed for consumers in multiple servings

will allow a consumer to easily perform the division into single servings and 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.” Botanica will not sell multiple serving beverages and 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. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

4.4 Logo

Botanica will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo will be discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

5. TEAM

5.1 General

Botanica has assembled a team of dedicated Somerville and Massachusetts residents to implement the operations of the retail Marijuana Establishment. Botanica intends to create 10-15 full-time staff positions within the first year of operations in Somerville.

5.2 Members

Denise O’Donovan: Denise O’Donovan is the Managing Member of Botanica who brings thirty-years of nursing experience to the Botanica team. Denise is a lifelong Somerville resident who graduated Somerville High School in 1987 and obtained a BSN from Northeastern University’s Nursing Program in 1992. Denise works per diem as a Practice Nurse at MGH’s Cancer Center. Her 30 year experience includes Outpatient Oncology, Infusion, Inpatient Surgical, Medical, Urology-Oncology, Office Manager Nurse and Private Duty Home Care Nursing. Denise and her husband, Brian, are the parents of four children who have all actively participated in Somerville youth sports.

Brenda DeAngelis: Brenda is a Member of Botanica and a lifelong resident of the City of Somerville. Brenda has a degree in nursing and worked as pediatric nurse for 12 years prior to retiring in order to raise a family. Brenda has two children that attend Somerville public schools and is actively involved in supporting community sports and has served as a PTA Board Member. She enjoys organizing events that promote community unification, which include youth experiences with the Boston Bruins Organization. As a

lifelong resident, Brenda has a vested interest in the continued growth and prosperity of the City.

Michael O'Donovan: Mike is a Member of Botanica who brings over thirty-five years of retail, distribution, and real estate business experience to the Botanica team. Mike was born and raised in Somerville, educated in the Somerville public school system and then attended the University of Massachusetts: Boston. From 1984 to 1988 Mike worked at Copy Depot, a retail printing and supply company. In 1988, Mike opened The Hockey Shack, a retail sporting goods business in Somerville. In 2006, Mike founded K and D Distributors, a wholesale distribution company. In 2019, Mike founded Broadway Industries, LLC, a property maintenance company. Mike is dedicated to community service and was the first nonresident of Charlestown to receive the Dan McGoff Annual Community Service Award. In 2018, Mike was the recipient of the Matignon High School Hockey Award for outstanding community service. Mike currently lives in Medford with his wife where they have raised their two children.

5.3 Security

Mike O'Donovan, in consultation with a professional security company, will ensure the development and overall management of the Security Policies and Procedures for Botanica, implementing, administering, and revising the policies as needed. In addition, a Head of Security will be appointed to perform the following duties:

- Provide general training to Botanica agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Botanica facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the Botanica facility;
- Lead a working group and designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Botanica agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Somerville Police and Fire Department.

PROPOSED TIMELINE

935 CMR 500.101(1)(c)

A proposed timeline for achieving operation of the Marijuana Establishment and evidence that the Marijuana Establishment will be ready to operate within the proposed timeline after notification by the Commission that the applicant qualifies for licensure.

<u>Date</u>	<u>Event</u>
4/2/2019	Legal Interest in the Property Obtained
TBD	Held Community Outreach Meeting***
TBD	Obtained Host Community Agreement
TBD	Submitted Application to Commission
+60 Days After Submission of Complete Application	Commission Receives Confirmation from Host Community of Compliance with Zoning Bylaws
+90 Days After Submission of Complete Application	Received Provisional Certificate from Commission; Begin Registering Agents
+105 Days After Submission of Complete Application	Connect with METRC and Request the Process for Obtaining Administrator Credentials
+120 Days After Submission of Complete Application	Receive Special Permit from Municipality
+150 Days After Submission of Complete Application	Receive Municipal Building Permit
+160 Days After Submission of Complete Application	Submission of Architectural Review to Commission
+190 Days After Submission of Complete Application	Approval of Architectural Review by Commission
+ 200 Days After Submission of Complete Application	Begin Facility Build Out/Renovation
+ 260 Days After Submission of Complete Application	Set Up IT

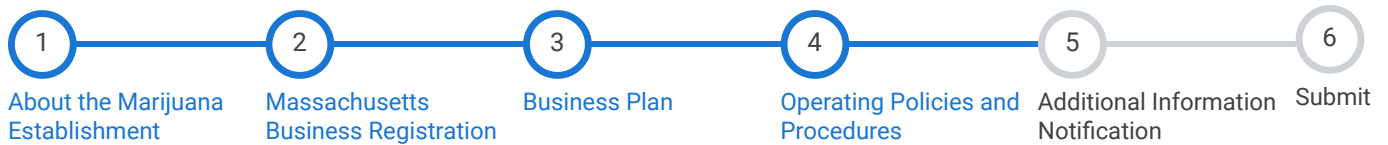
+ 270 Days After Submission of Complete Application	Finish Facility Build Out/Renovation
+280 Days After Submission of Complete Application	Receive Certificate of Occupancy
+285 Days After Submission of Complete Application	Security Monitoring Tested and Facility Evaluated for Compliance with 935 CMR 500.000; Request Commission Inspection of Facility
+300 Days After Submission of Complete Application	Commission Inspection of Facility
+ 330 Days After Submission of Complete Application	Receive Final License from Commission
+360 Days After Submission of Complete Application	Receive Commence Operations from Commission and Acquire Marijuana from Licensed Cultivators and Product Manufacturers
+365 Days After Submission of Complete Application	Begin Sales to Consumers

PLAN FOR OBTAINING LIABILITY INSURANCE

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



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



Application #: MRN282568

Operating Policies and Procedures

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

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

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

Policies and Procedures Documentation *

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



Document Name: Botanica_Plan for Obtaining Marijauna or Marijuana Products.pdf



Document Category: Plan for obtaining marijuana or marijuana products

Upload Date: 4/3/19



Document Name: Botanica_Restricting Access to Age 21+.pdf





























Document Category: Restricting Access to age 21 and older

Upload Date: 4/3/19

Document Name: Botanica_Security Plan.pdf



	Document Category: Security plan	
 	Document Name: Botanica_Prevention Diversion.pdf Document Category: Prevention of diversion Upload Date: 4/3/19	
 	Document Name: Botanica_Storage of Marijuana.pdf Document Category: Storage of marijuana Upload Date: 4/3/19	
 	Document Name: Botanica_Transportation of Marijuana.pdf Document Category: Transportation of marijuana Upload Date: 4/3/19	
 	Document Name: Botanica_Inventory Procedures.pdf Document Category: Inventory procedures Upload Date: 4/3/19	
 	Document Name: Botanica_Quality Control and Testing.pdf Document Category: Quality control and testing Upload Date: 4/3/19	
 	Document Name: Botanica_Dispensing Procedures.pdf Document Category: Dispensing procedures Upload Date: 4/3/19	
 	Document Name: Botanica_Personnel Policies.pdf Document Category: Personnel policies including background checks Upload Date: 4/3/19	
 	Document Name: Botanica_Record Keeping Procedures.pdf Document Category: Record Keeping procedures Upload Date: 4/3/19	
	Document Name: Botanica_Maintaining of Financial Records.pdf	

Document Category: Maintaining of financial records



Document Name: Botanica_Diversity Plan.pdf



Document Category: Diversity plan

Upload Date: 4/3/19



Document Name: Botanica_Qualifications and Training.pdf



Document Category: Qualifications and training

Upload Date: 4/3/19

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For assistance please call the Cannabis Control Commission at 617-701-8400 or email at cannabiscommission@state.ma.us

PLAN FOR OBTAINING MARIJUANA OR MARIJUANA PRODUCTS

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Botanica, LLC (“Botanica”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program. Upon entry into the premises of the marijuana establishment by an individual, a Botanica agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

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

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

SECURITY PLAN

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Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 10:00 am – 10:00 pm

Tuesday: 10:00 am – 10:00 pm

Wednesday: 10:00 am – 10:00 pm

Thursday: 10:00 am – 10:00 pm

Friday: 10:00 am – 10:00 pm

Saturday: 10:00 am – 10:00 pm

Sunday: 10:00 am – 10:00 pm

PREVENTION OF DIVERSION

Botanica, LLC 's ("Botanica") operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission's Adult Use of Marijuana regulations codified in 935 CMR 500. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Identification is verified on the premises to ensure that only individuals 21 years or older are permitted in Botanica's adult-use marijuana establishment.
- Providing samples or giving away marijuana to consumers is prohibited.
- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana is immediately dismissed, and this is reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(l).
- All employees involved in the handling and sale of marijuana for adult use complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Display samples of each product offered for sale are displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110.
- Botanica only engages in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission's regulations are affixed to all applicable products, and that Botanica's labels comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging is used for applicable marijuana products, and that Botanica's products comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Botanica maintain real-time inventory, and tracking and tagging all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records are kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and that Botanica comply with all other record keeping requirements under 935 CMR 500.105(9).

- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, is stored in a separate area, until such products are destroyed; and that Botanica comply with all other storage requirements under 935 CMR 500.105(11).
- Two or more marijuana establishment agents witness and document how the marijuana waste is disposed or otherwise handled, and that Botanica comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products are linked to the seed-to-sale tracking program, that all vehicles transporting marijuana are staffed with a minimum of two marijuana establishment agents, and that any vehicle accidents, diversions, or other reportable incidents that occur during transport are reported to the Commission and law enforcement within 24 hours, and that Botanica comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 are followed, including:
 - Implementing sufficient safety measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at Botanica's adult-use marijuana retail location;
 - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
 - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
 - Restricting access to employees, agents or volunteers specifically permitted by Botanica, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
 - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
 - Obtaining, at Botanica's own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(8).
- All other operating requirements for retail sale under 935 CMR 500.140 are followed, including:
 - Limiting sales to one ounce of marijuana or five grams of marijuana concentrate to a consumer per transaction;
 - Utilization of a point-of-sale (POS) system approved by the Commission, in consultation with the DOR;

- Providing educational materials to consumers stating that they may not sell marijuana to any other individual and which include information regarding penalties for possession and distribution of marijuana in violation of Massachusetts law.

STORAGE OF MARIJUANA

Botanica, LLC (“Botanica”) will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Botanica will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110;
- The facility 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, in accordance with applicable provision of 935 CMR 500.105(12);
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss. Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana products will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Botanica will comply with sanitary requirements.

TRANSPORTATION OF MARIJUANA

General Overview

Botanica, LLC (“Botanica”) will ensure that all transported marijuana and products are properly tracked through seed-to-sale tracking software. Botanica will only transport marijuana from its licensed facilities to other licensed Marijuana Establishments as permitted by Botanica’s license.

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

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

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

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

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

All vehicles and transportation equipment used in the transportation of marijuana products requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana or marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Any vehicle used to transport marijuana or marijuana products will be owned or leased by Botanica or a marijuana transporter, will be properly registered, inspected and insured in the Commonwealth, and equipped with an alarm system.

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

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

Storage Requirements

Botanica will transport marijuana and marijuana products in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers. Marijuana and marijuana products will not be visible from the outside of the vehicle.

If and when Botanica transports marijuana or marijuana products to more than one Marijuana Establishment at a time, the marijuana and marijuana products for each marijuana establishment will be kept in a separate locked storage compartment during transportation, and separate manifests will be maintained for each marijuana establishment. If and when Botanica is transporting marijuana and marijuana products to multiple marijuana establishments, Botanica will obtain permission from the Commission to adopt reasonable alternative safeguards. When transporting marijuana and marijuana products, no other products will be transported or stored in the vehicle nor will firearms be located in the vehicle or on transporting agents.

Communications

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

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

Prior to and immediately after leaving Botanica premises, Botanica agents will be required to use a secure form of communication to contact agents at the Botanica facility to test communications

and GPS operability. In the event that communications or the GPS system fail while on route, the Botanica agents transporting marijuana or marijuana products must return to the originating Botanica location until the communication system or GPS system is once again operational.

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

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

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

Botanica will maintain the manifest inside of its vehicle throughout the entire transportation process until delivery is complete. All transportation manifests will be retained by Botanica for a minimum of one year and will be available for inspection by the Commission upon request.

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

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

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

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

INVENTORY PROCEDURES

Botanica, LLC (“Botanica”) will maintain real-time inventory in compliance with 935 CMR 500.105(8) to ensure that all marijuana seeds, clones, plants, and marijuana products will be tagged and tracked within Botanica’s seed-to-sale tracking system. Botanica will utilize a real-time seed-to-sale tracking system, which will provide the electronic tracking of marijuana and marijuana products. Botanica’s tracking system will utilize unique batch identification numbers to accurately track inventory.

Botanica will:

- Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana and marijuana products;
- Conduct a monthly inventory of marijuana;
- Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
- Promptly transcribe inventories if taken by use of an oral recording device.

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. All inventory records will be kept in accordance with Botanica’s record keeping procedures. Botanica’s agents will document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.

Botanica will only sell and market inventory that is capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Waste Disposal

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Specifically, liquid waste containing marijuana 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 §§ 26-53; 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.

Organic material, recyclable material, and solid waste generated at a marijuana establishment 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:
 - a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
 - b. 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 cannabis waste will be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it will 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.

No fewer than two Botanica agents will witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Botanica 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 Botanica agents will be present during the disposal or other handling, with their signatures. Botanica will keep these records for at least three years. Botanica understands that this period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

QUALITY CONTROL AND TESTING

Quality Control

Botanica, LLC (“Botanica”) will comply with the following sanitary requirements:

1. Any Botanica agent whose job includes contact with marijuana or nonedible marijuana products is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Botanica agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Botanica’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Botanica’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Botanica’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Botanica will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Botanica’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Botanica’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Botanica’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Botanica will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;

11. Botanica will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Botanica's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. Botanica will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Botanica will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Botanica will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

Botanica will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Botanica to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Botanica will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935

CMR 500.160. Testing of Botanica'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 Botanica's environmental media 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.

Botanica's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

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

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

DISPENSING PROCEDURES

In accordance with 935 CMR 500.140(3), access to Botanica, LLC 's ("Botanica") facility is limited to individuals 21 years of age and older. Upon a customer's entry into Botanica premises, a Botanica agent will immediately inspect the customer's proof of identification and determine the individual's age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old, failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Botanica agent. Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8).

Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale.

Once a customer has selected a product for purchase, a Botanica agent will collect the chosen items from the designated product storage area. A Botanica agent will then scan each product barcode into the point of sale system. In the event of a flower sale, staff will weigh the chosen amount of flower and then place it in a tamper-resistant/child-resistant, resealable package that is compliant with 935 CMR 500.105(5). A Botanica agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

In the event a Botanica agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer.

Botanica will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

Pursuant to 935 CMR 500.140(6)(d), Botanica will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Botanica will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Botanica will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, Botanica will cooperate with the Commission and the Department of Revenue to

ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

Botanica places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, Botanica staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to Botanica's policies governing quality control per 935 CMR 500.105.

In compliance with 935 CMR 5001.140(8), Botanica will provide educational materials designed to help consumers make informed marijuana product purchases. Botanica's educational materials will describe the varying types of products available at Botanica, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosing; the delayed effects of edible marijuana products; and substance abuse and related treatment programs, marijuana tolerance, dependence, and withdrawal.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Botanica, LLC (“Botanica”) will securely maintain personnel records, including registration status and background check records. Botanica will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Botanica and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

After-Hours Contacts

Michael O’Donovan – 617-594-1452

Business Hours (Subject to Approval by the Special Permit Granting Authority)

Monday: 10:00 am – 10:00 pm

Tuesday: 10:00 am – 10:00 pm

Wednesday: 10:00 am – 10:00 pm

Thursday: 10:00 am – 10:00 pm

Friday: 10:00 am – 10:00 pm

Saturday: 10:00 am – 10:00 pm

Sunday: 10:00 am – 10:00 pm

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Botanica will undergo a detailed background investigation prior to being granted access to a Botanica facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Botanica pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Botanica will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Botanica will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Botanica will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;

- iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Botanica or the Commission.

RECORDKEEPING PROCEDURES

General Overview

Botanica, LLC (“Botanica”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Botanica documents. Records will be stored at Botanica in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Botanica is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Botanica’s quarter-end closing procedures. In addition, Botanica’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;

- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Botanica, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Botanica and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Botanica will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Botanica will use seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a

minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, Botanica will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Botanica for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Botanica will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Botanica agents present during the disposal or handling, with their signatures. Botanica will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Botanica will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records

- Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Botanica closes, all records will be kept for at least two (2) years at Botanica's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Botanica will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Botanica's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of Botanica's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Botanica operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another

state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

- A list of all executives of Botanica, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Botanica's website.
- Policies and procedures for the handling of cash on Botanica premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

Botanica will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and

Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

DIVERSITY PLAN

Overview

Botanica, LLC (“Botanica”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.

To support such populations, Botanica has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Botanica’s operations.

Goals

In order for Botanica to promote equity for the above-listed groups in its operations, Botanica has established the following goals:

1. Hiring and maintaining a staff with diverse backgrounds and encouraging inclusion in the work place; and
2. Promoting and offering employment opportunities to diverse candidates by creating and maintaining relationships with organizations that serve women, minorities, veterans, persons with disabilities, and people of all gender identities and sexual orientations.

Programs

Botanica has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Hiring and Recruitment Program:
 - a. Work force diversity initiatives which include the distribution of interoffice newsletters to employees to encourage the recruitment of members of diverse populations and the posting of employment opportunities in career center(s) serving diverse populations;
 - b. Placement of employment ads in publications with diverse readership demographics to promote and encourage hiring individuals with diverse backgrounds; and
2. Community Service Program:
 - a. Providing at least (50) fifty hours of business time to Community Action Agency of Somerville (“CAAS”), a Somerville anti-poverty non-profit that expands and

promotes opportunities for all Somerville residents in the fields of education, employment, housing, health, and improved neighborhood life.

Measurements

The Managing Member will administer the Plan and will be responsible for developing measurable outcomes to ensure Botanica continues to meet its commitments. Such measurable outcomes, in accordance with Botanica's goals and programs described above, include:

1. Maintaining a staff with no less than 15% of all staff members comprising of minorities, veterans, persons with disabilities or people of diverse gender identities and sexual orientations;
2. Ensuring that at least 50% of new hires are women;
3. Placing employment ads in publications with diverse readership demographics two (2) or more times a year to promote and encourage hiring individuals with diverse backgrounds; and
4. Documenting compliance with the community service program by documenting and tracking times and dates community service is performed.

In the event that Botanica is not meeting its commitments, Botanica will donate an additional \$3,000.00 a year to CAAS. Botanica will document such donation in accordance with its recordkeeping policies and generally accepted accounting principles.

Beginning upon receipt of Botanica's first "Commence Operations" designation from the Commission to operate a marijuana establishment in the Commonwealth, Botanica will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Managing Member will review and evaluate Botanica's measurable outcomes no less than twice a year to ensure that Botanica is meeting its commitments. Botanica is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

As identified above, Botanica intends to donate to CAAS and acknowledges that CAAS has been contacted and will receive the donation described herein.

In administering the Plan, Botanica will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs

instituted, by Botanica will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

QUALIFICATIONS AND TRAINING

Botanica will ensure that all employees hired to work at a Botanica facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

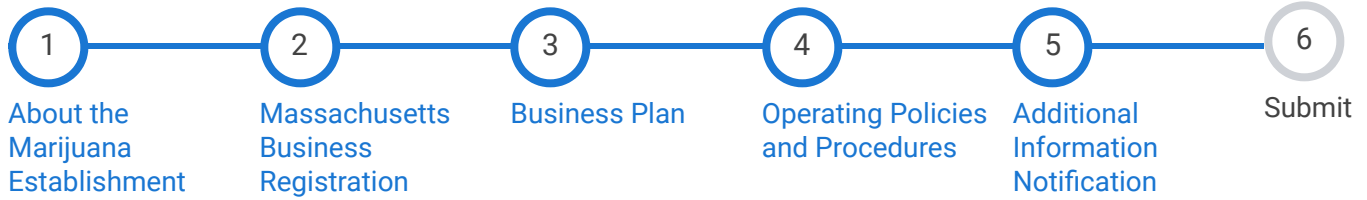
On or after July 1, 2019, all of Botanica's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana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

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

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



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Application #: MRN282568

Additional Information Notification

Notification *

I understand that a complete application includes four packets:

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

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

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



I Understand

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cannabiscommission@state.ma.us