Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281663

Original Issued Date: 07/20/2020

Issued Date: 10/13/2022

Expiration Date: 10/13/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Witch City Gardens LLC

Phone Number: 818-935-7407

Email Address: tim@wcgsalem.com

Business Address 1: 2 Bridge Street

Business Address 2:

Business City: Salem

Business State: MA

Business Zip Code: 01970

Mailing Address 1: 2 Bridge Street

Mailing Address 2:

Mailing City: Salem

Mailing State: MA

Mailing Zip Code: 01970

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Elizabeth **Last Name:** Childs **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity: Yukip Eskimo

Person with Direct or Indirect Authority 2

Percentage Of Ownership: **Percentage Of Control:**

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

First Name: Tim **Last Name:** Haigh **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Elizabeth **Last Name:** Childs **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $25000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Kevin **Last Name:** Talbot **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $50000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Tim **Last Name:** Haigh **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $25000 **Percentage of Initial Capital:** 25

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2 Bridge St.

Establishment Address 2:

Establishment City: Salem **Establishment Zip Code:** 01970

Approximate square footage of the establishment: 14000 **How many abutters does this property have?:** 7

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5c2fa21c72d0047a89d85140	01/04/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form 10.29.19.pdf	pdf	5dc043e3a9ef3857c44576d8	11/04/2019
Plan to Remain Compliant with Local Zoning	boa_38_jefferson_ave_stamped_decision.pdf	pdf	5dca97f30f35e05798b3662d	11/12/2019
Plan to Remain Compliant with Local Zoning	BOA_38 Jefferson Avenue Extension 2019-2 - Stamped.pdf	pdf	5dca981abcb01253152f5391	11/12/2019
Plan to Remain Compliant with Local Zoning	WCG_Zoning_Compliance_Plan_Final.pdf	pdf	5e5e76f156474b469c110cbb	03/03/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	WCG_Positive_Impact_Plan_Final.pdf	pdf	5e5fa01e9e668e468af062d8	03/04/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Elizabeth **Last Name:** Childs **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Tim **Last Name:** Haigh **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Rock **Last Name:** Davis **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	WCG Certificate of Organization.pdf	pdf	5c2ba5e41c24a8722ab9be96	01/01/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing- Sec of State 1.3.19.pdf	pdf	5c38de536f99f37acbf31a41	01/11/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR 1.4.19.pdf	pdf	5d94e6ca67e7d91adfc6735d	10/02/2019
Bylaws	operating agreement:bylaws 12.23.18.pdf	pdf	5dc031fb160e3b57a3dd023c	11/04/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	sec state cgs 2022.pdf	pdf	62cf10edf750650008ca036c	07/13/2022
Department of Unemployment Assistance - Certificate of Good standing	UI Online cgs.pdf	pdf	62cf10f8f750650008ca0380	07/13/2022
Department of Revenue - Certificate of Good standing	cgs mtc 2022 renewal.pdf	pdf	62d01aeb9ff11700083479af	07/14/2022

Massachusetts Business Identification Number: 001319661

Doing-Business-As Name: Starbird

DBA Registration City: Salem

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	WCG Business Plan.pdf	pdf	5b4637f5c7cb5d31f7ff87cf	07/11/2018
Plan for Liability Insurance	plan to obtain insurrance 10.2.19.pdf	pdf	5df97f6738f8ab571d6e15cb	12/17/2019
Proposed Timeline	opening timeline 2022 renewal v.2.pdf	pdf	63055df1d239e20007dbf1b5	08/23/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	WCG Diversion Control Procedures_Draft_v.1- PDF.pdf	pdf	5c2baf86550ac07ab72ae12c	01/01/2019
Record Keeping procedures	WCG Recordkeeping SOP.pdf	pdf	5c2d24e516fa0d7202cea3af	01/02/2019
Inventory procedures	WCG Inventory and Tracking SOP 5.31.18.pdf	pdf	5c2d251301564f720c38084b	01/02/2019

Restricting Access to age 21 and older	WCG Acess Control Procedures_Draft_v.1.pdf	pdf	5c2d275772d0047a89d84e03	01/02/2019
Plan for obtaining marijuana or marijuana products	WCG Acquisiton of Marijuana.pdf	pdf	5c38e2a21c24a8722ab9cfd3	01/11/2019
Storage of marijuana	WCG_Marijuana_Storage_Draft_v.1.pdf	pdf	5c38e5ca72d0047a89d85e49	01/11/2019
Qualifications and training	WCG Training and Qualifications 11.04.19.pdf	pdf	5dcb4e0474bb15534cd4be7b	11/12/2019
Transportation of marijuana	Summary_Transportation_Plan_Draft_v3.pdf	pdf	5dd27ea10f35e05798b375a2	11/18/2019
Dispensing procedures	Summary_Marijuana_Dispensing_Procedures_Draft.pdf	pdf	5dd27f1f9c1081532b9a58e7	11/18/2019
Maintaining of financial records	Summary_Financial_Records_Management_Plan_Draft.pdf	pdf	5dd27fa6d5b0805341c624c2	11/18/2019
Quality control and testing	Quality_Control_and_Testing_Summary_Draft.pdf	pdf	5df98197bb37d053183ddad3	12/17/2019
Security plan	Summary_Facility_Security_Plan_Draft_v5.pdf	pdf	5e4839cf4fa2b004756a23ea	02/15/2020
Personnel policies including background checks	WCG_Personnel_Policies_Summary_Final.pdf	pdf	5e5e77454a895743f3a6a4df	03/03/2020
Diversity plan	WCG_Diversity_Plan_Final.pdf	pdf	5e5f9ff056474b469c111006	03/04/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Witch City Gardens LLC has not yet commenced operations, and therefore have not initiated the plan for Positive Impact that was developed to come from our operation

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Witch City Gardens LLC has yet commenced operations, and therefore has not begun recruitment

HOURS OF OPERATION

Monday From: 8:00 AM	**Monday To:** 11:00 PM
Tuesday From: 8:00 AM	**Tuesday To:** 11:00 PM
Wednesday From: 8:00 AM	**Wednesday To:** 11:00 PM
Thursday From: 8:00 AM	**Thursday To:** 11:00 PM
Friday From: 8:00 AM	**Friday To:** 11:00 PM
Saturday From: 8:00 AM	**Saturday To:** 11:00 PM
Sunday From: 8:00 AM	**Sunday To:** 11:00 PM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

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

Applicant

I, Elizabeth Childs, (*insert name*) certify as an authorized representative of Witch City Gardens (*insert name of applicant*) that the applicant has executed a host community agreement with Salem, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on December 20, 2018 (*insert date*).

Elizabeth Childs
Signature of Authorized Representative of Applicant

Host Community

I, Kimberley Driscoll, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the City of Salem (*insert name of host community*) to certify that the applicant and the City of Salem (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on December 20, 2018 (*insert date*).

Kim Driscoll
Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

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

I, Elizabeth Childs, (*insert name*) attest as an authorized representative of Witch City Gardens (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 10/29/2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 10/21/2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on 10/22/2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 10/18/2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

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

Attachment A

REACH MORE THAN 350,000 READERS.

classified marketplace

The Eagle-Tribune · The Salem News · Gloucester Daily Times · Daily News

CALL 800.927.9200
MON.-FRI. 8AM-5PM

ONLINE: ClassifiedsNorth.com
FAX: 978.685.1588

POLICIES/ADJUSTMENTS: Advertisers must check insertions and report errors immediately. Billing adjustments are made for only one incorrect insertion and then only for the incorrect portion. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. Ads are subject to credit approval unless paid for prior to publication.



line ad publication deadlines

The Eagle-Tribune, Gloucester Daily Times, The Salem News, Daily News of Newburyport
Monday.....5pm Friday
Tuesday-Saturday.....5pm day prior
Sunday paper.....5pm Friday (auto only)
Sunday paper.....5pm Friday

weeklies

Carriage Towne News: 12pm Friday
Andover Townsman, Derry News & Haverhill Gazette: 5pm Tuesday

Cancellation/change deadlines: same as publication deadlines

Announcements

HAPPY ADS

Place a happy ad in this section to wish a special someone a Happy Birthday, Anniversary, Retirement, Thinking of You, Love You or Just Wish Them a Nice Day. Call today
The Classified Connection
978-946-2300

LOST & FOUND

FOUND Cat. Female Cat. White Domestic Long Haired near Stage Fort Park Please call Cape Ann Animal Aid 978-283-6055 ex 10

COMMERCIAL/BUSINESS

SUMMERVIEW R.E.
We Get Results!
Commercial / Retail / Investments
Homes / Land / Warehouse
We Get Results!
BUSINESSES FOR SALE OR LEASE
Lease Car Lot, Mechanic Garage, S. NH right off Hwy $4500 mo.
Convenience Store So. NH $99,000
Land, Built, & Bus. $200,000 yr. gr.
Pizza Take Out Restaurant $99,000
Italian Restaurant Bus. $189,000
MULTI-FAMILY & INVESTMENT
6 Unit Res. & Commercial NH ... $579,000
House Car lot & 4 apts So NH ... $795,000
6 Unit Office bldg & 2 ac. Lot ... $879,000
7 Units/Garages & Hardwood ... $879,000
LAND: COMMERCIAL & COMMERCIAL/INDUSTRIAL
6.24 Ac Commercial Bldg. 40,000 sf So. NH Downtown ..... Lease $6500/mo
8 Acres / House needs work $299,000
35 Acres Derry NH Bld Homes ... $459,000
APARTMENTS SO. NH
Studios & 1 bed from $895 a mo.
WAREHOUSES FOR RENT
RENT Hwy 93, NH from 695 mo.
Warehouse from 500-2,000 sf
RETAIL & OFFICES FOR LEASE
Downtown Derry Retail NH ..... from $700
Office Space 1 Room ..... from $250 mo
Office Space 2 rooms So. NH ..... $495 mo
Office Space So. NH 200 ft.-4000 ft
Join our Company!
Make $$$ in 2019
Southern NH & MA

PUBLIC NOTICES FOR YOUR COMMUNITY

Take notice, they could affect you!

PUBLIC NOTICES

"Notice is hereby given that a Community Outreach Meeting for Witch City Gardens LLC, a proposed Marijuana Establishment, is scheduled for 10/29/19 at 5:00 PM at 38 Jefferson Avenue, Salem, MA 01970. The proposed Marijuana Retailer and Cultivator is anticipated to be located at 36-38 Jefferson Avenue, Salem, MA 01970.

There will be an opportunity for the public to ask questions."
SN - 10/21/19

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
PROBATE AND FAMILY COURT
Essex Division
Docket No. ES19P3070EA
Estate of:
Janice Eleanor Belanger
Also Known As:
Janice E. Belanger
Date of Death:

PUBLIC NOTICES

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
(SEAL) 19 SM 004174
ORDER OF NOTICE

TO:
James A. Freeman Sr; Pamela Freeman

And to all persons entitled to the benefit of the Servicemembers Civil Relief Act: 50 U.S.C. c.50 § 3901 (et seq.):

Lakeview Loan Servicing, LLC, claiming to have an interest in a Mortgage covering real property in Peabody, numbered 2 Wheatland Street, given by James A. Freeman, Sr. and Pamela Freeman to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as nominee for Republic State Mortgage Co., dated June 25, 2018, and

PUBLIC NOTICES

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Bruce MacNevin to Saxon Mortgage, Inc. D/B/A Saxon Home Mortgage, dated February 6, 2007 and recorded in Essex County (Southern District) Registry of Deeds in Book 26578, Page 487 (the "Mortgage") of which mortgage Deutsche Bank National Trust Company, as Trustee for Saxon Asset Securities Trust 2007-3, Mortgage Loan Asset Backed Certificates, Series 2007-3 is the present holder by assignment from Saxon Mortgage, Inc. D/B/A Saxon Home Mortgage to Deutsche Bank National Trust Company, as Trustee for Saxon Asset Securities Trust 2007-3, Mortgage Loan Asset Backed Certificates, Series 2007-3 dated May 3, 2016 recorded in Essex County (Southern District) Registry of Deeds in Book 34917, Page 213, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 36R West Street, Beverly, MA 01915 will be sold at a Public Auction at 1:00 PM on October 30, 2019, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land with the buildings thereon, situated at rear of #36 West Street, and being on the northerly side of said street, in that section of Beverly known as Beverly Farms, being a portion of Lot No. 3 on a plan recorded with Essex South Registry of Deeds, Book 1915, Page 147, bounded and described as follows:

Southerly on land now or late of Muldoon, about fifty-five (55.0) feet;
Westerly on Lot No. 4 of said plan, forty two (42.0) feet;
Northerly on land now or late of McGann, fifty-five (55.0) feet;

Attachment B

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF WITCH CITY GARDENS, LLC TO OPERATE ADULT-USE MARIJUANA CULTIVATON AND RETAIL AT 38 JEFFERSON AVENUE, SALEM, MASSACHUSETTS

Witch City Gardens, LLC ("Witch City Gardens") will be hosting a Community Outreach Meeting ("the Meeting") on October 29th, 2019 at ***38 Jefferson Avenue, Salem, MA 01970*** at 5PM. Members of the public are encouraged to attend the Meeting, at which Witch City Gardens will outline its proposal to apply for an Adult- Use Marijuana Cultivation, and Retail licenses at 38 Jefferson Avenue, Salem, MA (the "Property") pursuant to M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The types of Adult-Use Marijuana Establishment to be located at the Property.
2. Information adequate to demonstrate that the Adult-Use Marijuana Establishment location will be maintained securely.
3. Steps to be taken by the Adult-Use Marijuana Establishment to prevent diversion to minors.
4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Members of the Salem community will be encouraged to ask questions and to engage in discussions with representatives of Witch City Gardens.

A copy of this notice is on file with the office of the City Clerk and with the office of the City Council, Salem City Hall, 93 Washington Street, Salem, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF WITCH CITY GARDENS, LLC TO OPERATE ADULT-USE MARIJUANA CULTIVATON AND RETAIL AT 38 JEFFERSON AVENUE, SALEM, MASSACHUSETTS

Witch City Gardens, LLC ("Witch City Gardens") will be hosting a Community Outreach Meeting ("the Meeting") on October 29th, 2019 at ***38 Jefferson Avenue, Salem, MA 01970*** at 5PM. Members of the public are encouraged to attend the Meeting, at which Witch City Gardens will outline its proposal to apply for an Adult- Use Marijuana Cultivation, and Retail licenses at 38 Jefferson Avenue, Salem, MA (the "Property") pursuant to M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission.

Information presented at the Community Outreach Meeting will include, but not be limited to, the following:

1. The types of Adult-Use Marijuana Establishment to be located at the Property.
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4. A plan by the Adult-Use Marijuana Establishment to positively impact the community.
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Members of the Salem community will be encouraged to ask questions and to engage in discussions with representatives of Witch City Gardens.

A copy of this notice is on file with the office of the City Clerk and with the office of the City Council, Salem City Hall, 93 Washington Street, Salem, Massachusetts. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, and abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

KIMBERLEY DRISCOLL
MAYOR

CITY OF SALEM, MASSACHUSETTS
BOARD OF APPEAL

2020 AUG -1 PM 3:25

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TELE: 978-745-9595 ♦ FAX: 978-740-9846

CITY CLERK
SALEM, MASS

August 1, 2018

Decision

City of Salem Board of Appeals

Petition of WITCH CITY GARDENS, seeking a Special Permit per Sec. 6.10.4 and Sec. 6.10.9 *Requirements Specific to Cultivation Facilities* of the Salem Zoning Ordinance, to operate a licensed retail marijuana establishment and marijuana cultivation facility at 38 JEFFERSON AVENUE (Map 25 Lot 388)(B-4 and ECOD Zoning Districts)

A public hearing on the above Petition was opened on May 9, 2018 pursuant to M.G.L Ch. 40A, § 11 and continued on June 20, 2018 and July 18, 2018 with the following Salem Board of Appeals members present: Peter A. Copelas, Mike Duffy, Chris Drucas, Paul Viccica, and Jimmy Tsitsinos)

The Petitioner seeks a Special Permit per Sec. 6.10.4 and Sec. 6.10.9 *Requirements Specific to Cultivation Facilities* of the Salem Zoning Ordinance, to operate a licensed retail marijuana establishment and marijuana cultivation facility.

Statements of fact:

1. In the petition date-stamped March 28, 2018, the Petitioner requested a Special Permit per Sec. 6.10.4 and Sec. 6.10.9 *Requirements Specific to Cultivation Facilities* of the Salem Zoning Ordinance, to operate a licensed retail marijuana establishment and marijuana cultivation facility.

2. James McMahon of McMahon Strategic Development presents the petition.

3. The property is split lot located in the R-2, B-4 and Entrance Corridor Overlay Zoning Districts.

4. The property abuts commercial and residential properties.

5. The property is not located within five hundred (500) feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, or within five hundred (500) feet of houses of worship and funeral homes, or within one thousand (1,000) feet from institutions of higher education. The site is located within five hundred (500) feet of a pre-school.

6. As required by the state statute, the petitioner held a community outreach meeting that was held on April 4, 2018.

7. Witch City Gardens is a newly established business that is not a currently licensed operator of marijuana facilities.

8. There are two buildings located on this property including a 1,423 +/- square foot free standing structure with frontage along Jefferson Avenue and a second building that is approximately 14,678 +/- square feet. The petitioner is proposing to locate a retail marijuana facility and marijuana cultivation facility on this site.

9. The petitioner is proposing to locate a retail marijuana facility in the entire +/-1,423 square foot building along Jefferson Ave known as Facility A. This facility will have exterior aesthetic improvements, including new paint, landscaping, and security enhancements. The structure will not be expanded.

10. The petitioner is also proposing to locate a marijuana cultivation facility at the property known as Facility B. This cultivation facility is located in a 12,445 square foot portion of a second building on the property that is shared with two (2) other tenants. This square footage includes the use of the first floor and basement of the area designated for Tenant B, as shown on the site plan by Seger Architects, Inc, titled "Witch City Gardens", dated July 9, 2018. The building also will include an office use for T.E. Andresen, Inc. "Tenant A" and an electrical contractor space as shown on the site plan "Tenant C." All tenant spaces are fully separated from one another.

11. In the original application dated March 28, 2018, the petitioner proposed installing a solar energy generation system on up to 11,500 square feet of roof to significantly offset the electric power drawn from the cultivation facility. Further, the petitioner proposed to install batteries that will allow the retail operation to also run on 100% renewable energy.

12. At the May 9, 2018 public hearing, the Zoning Board requested additional information including a preliminary structural engineering assessment to understand whether the solar that was proposed was feasible on the structure. In a letter dated June 5, 2018, to the Board, the petitioner updated petition materials with all references to on-site solar power generation to be removed. The company re-evaluated the expiry date of potential solar tax credits and incentives against their development timeline and made a decision to forego on-site solar power generation.

13. The anticipated growing production will be 5,000 square feet of canopy space which is considered a Tier 2 facility. The cultivation facility will have 133 1,000 watt light fixtures lighting the flowering rooms. The power consumption for the entire cultivation facility will require 133,000 kW Hours per day of electricity totaling 29.12 Watts per square foot. Massachusetts cannabis regulations require that the petitioner use less than 50 watts per day for this size cultivation facility. Each of the 1,000 plants will be potted and will occupy approximately 3-4 square feet. The anticipated water usage is approximately 130 gallons of water.

14. The site currently has two (2) existing curbcuts along Jefferson Avenue including one that is approximately forty (40) feet wide, and a second opening that is over 100 feet wide. Currently, there is a moving company that utilizes moving vans that are 90-90 feet long and back into the property to access loading docks. This movement to allow moving trucks to back into the site closes both sides of Jefferson Avenue and obstructs traffic flow for 1-2 minutes at a time. The moving company employs 50-75 employees during peak summer months and the moving company is estimated to generate 50-100 daily trips entering and exiting the site during peak hours.

15. An initial traffic investigation letter dated May 8, 2018 was submitted with the following recommendation; a) the sidewalks along the site frontage will require replacement as a result of the modifications to the curb cuts. These should be constructed in accordance with Americans with Disabilities Act (ADA) compliant slopes and wheelchair ramps as necessary, b) Driveways should be a minimum of 20 feet in width for two-way vehicle travel and be able to accommodate the City of Salem emergency vehicles as determined by the Salem Fire Department; c) the driveways should also be placed under STOP-sign control where they intersect Jefferson Avenue, with painted STOP-bars on the driveways at the STOP-sign locations; 4) Any landscaping or

building features should not exceed 24 inches in height or should be placed out of the lines of sight for motorists exiting the site and those approaching the driveways on Jefferson Avenue.

16. The petitioner is proposing to install new concrete sidewalks and reduce the existing curbcuts. Specifically, the south curbcut will be reduced to from 28' feet to 23' feet and the north curbcut will be reduced from 100+ feet to 24' feet in accordance with the plot plans titled "Witch City Gardens", page A-1.1, dated July 9, 2018.

17. A transportation impact assessment was subsequently prepared by Vanasse & Associates, Inc. and dated June 2018. A supplemental letter dated July 9, 2018 with revised trip general and parking calculations was submitted. It is anticipated that the retail and cultivation facilities will generate approximately 488 weekday daily trips with approximately 52 additional vehicle trips expected during the weekday evening peak-hour. On Saturday, the project is expected to generate an increase of approximately 396 vehicle trips with approximately 58 additional vehicle trips on Saturday midday.

18. The petitioner is proposing to have thirty-six (36) parking spaces including eighteen (18) spaces required for the retail and cultivation facility. The other spaces will be utilized an office, retail marijuana facility, marijuana cultivation facility, and electrical contractor space. The zoning ordinance requires a total of thirty-three (33) parking spaces for this mix of uses.

19. The petitioner will utilize a fraud detecting scanner to verify government issued identification for the retail marijuana facility. For both marijuana businesses, the petitioner plans to install interior and exterior cameras, install perimeter lighting, have restricted access areas with coded RFID security badges, and live camera tie-in to the Salem Police Department among other security measures.

20. The petitioner met with the Salem Chief of Police and received a letter dated June 1, 2018 in to confirm the receipt and review of the proposed security plan that was submitted to the Salem Police Department.

21. The petitioner also submitted an Emergency Response Plan to the Salem Fire Department. The Department submitted a letter to the petitioner dated April 25, 2018 with a confirmation of preliminary review.

22. The Board of Health submitted a letter to the Board of Appeals dated July 18, 2018, with concerns about potential public nuisance that may be caused by the operation of the cultivation facility. In particular, the Board of Health requested that the cultivation facility comply with MS. DEP regulations 310.700 to specifically not create a public nuisance in relation to odors, waste handling, or noise from mechanical ventilation units.

23. It is anticipated that there will be approximately fifteen (15) to twenty (20) employees and the company will offer a preference to Salem residents and local people for employment.

24. At the public hearing, (7) members of the public spoke in favor, and eighty (80) members of the public spoke in opposition to the petition.

The Salem Board of Appeals, after careful consideration of the evidence presented at the public hearing, and after thorough review of the petition, including the application narrative and plans, and the Petitioner's presentation and public testimony, makes the following **findings** that the proposed project meets the provisions of the City of Salem Zoning Ordinance:

General Special Permit findings:

1. There are social, economic, and community needs served by the proposal. The retail establishment will be extensively regulated by the Cannabis Control Commission, which was created to regulate the industry as approved by a popular vote in 2016. Pursuant to the popular vote, the proposed establishment will meet community needs expressed by such vote and Massachusetts General Laws c.94G.

2. Traffic flow and safety, including parking and loading is adequate.

3. Utilities and other public services are adequate and the use will not result in significant additional service demand.

4. There will be no negative impacts to the natural environment, including drainage.

5. The property use proposed is a business use and is consistent with the commercial character of the neighborhood.

6. The potential fiscal impact, including impact on City tax base and employment is positive.

Findings for Marijuana Establishments:
The Board finds that the applicant has demonstrated that the following specific criteria for retail marijuana establishments will be met and is in accordance with Section 6.10.4 of the Salem Zoning Ordinance:

1. The applicant demonstrates that the marijuana establishment will meet all of the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations including, but not limited to M.G.L c.94G, Section 12 General Marijuana Establishment Operations.

2. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.

3. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public.

On the basis of the above statements of facts and findings, the Salem Board of Appeals voted five (5) in favor, (Peter A. Copelas, Mike Duffy, Paul Viccica, Jimmy Tsitsinos, Chris Drucas) and none opposed to approve a Special Permit per Sec. 6.10.4 and Sec. 6.10.9 *Requirements Specific to Cultivation Facilities* of the Salem Zoning Ordinance, to operate a licensed retail marijuana establishment and marijuana cultivation facility subject to the following terms, conditions and safeguards:

Standard Conditions:

1. The Petitioner shall comply with all city and state statutes, ordinances, codes and regulations.
2. All construction shall be done as per the plans and dimensions submitted to and approved by the Building Commissioner.
3. All requirements of the Salem Fire Department relative to smoke and fire safety shall be strictly adhered to.

4. Petitioner shall obtain a building permit prior to beginning any construction.
5. Exterior finishes of new construction shall be in harmony with the existing structure.
6. A Certificate of Inspection shall be obtained.
7. A Certificate of Occupancy shall be obtained.
8. Petitioner is to obtain approval from any City Board or Commission having jurisdiction including, but not limited to, the Planning Board.

Special Conditions for Retail Marijuana Facility:

1. The applicant shall not operate until the issuance and submission of a copy of the issued state license by the Commonwealth and all other state and local requirements are met.
2. A community host agreement shall be executed with the City within six (6) months of issuance of this special permit. A six (6) month extension can be granted by the Board of Appeals if good cause is shown.
3. The applicant shall be issued a state license within six (6) months of the issuance of this special permit. A six (6) month extension can be granted by the Board of Appeals if good cause is shown.
4. No on-site consumption will take place on the premises.

Special Conditions Marijuana Cultivation Facility:

1. The applicant shall not operate until the issuance and submission of a copy of the issued state license by the Commonwealth and all other state and local requirements are met.
2. A community host agreement shall be executed with the City within six (6) months of issuance of this special permit. A six (6) month extension can be granted by the Board of Appeals if good cause is shown.
3. The applicant shall be issued a state license within six (6) months of the issuance of this special permit. A six (6) month extension can be granted by the Board of Appeals if good cause is shown
4. The petitioner shall use high-efficiency lights and equipment to limit energy and water usage demand.
5. The petitioner shall use LEDs for all fixtures except for those that are used in flowering rooms. High Pressure Sodium grow lights may be used for no more than fifty percent (50%) of the total square footage of the cultivation area to maximize flowering conditions and limit electricity demand.
6. No more than one-half of the marijuana plants may be mature flowering plants.
7. No pesticides, insecticides, or other chemicals shall be used in the cultivation of marijuana.
8. The petitioner shall comply with all regulations that may be promulgated by the Cannabis Control Commission.

Peter A. Copelas /ES
Peter A. Copelas, Chair
Board of Appeals

A COPY OF THIS DECISION HAS BEEN FILED WITH THE PLANNING BOARD AND THE CITY CLERK

Appeal from this decision, if any, shall be made pursuant to Section 17 of the Massachusetts General Laws Chapter 40A, and shall be filed within 20 days of filing of this decision in the office of the City Clerk. Pursuant to the Massachusetts General Laws Chapter 40A, Section 11, the Variance or Special Permit granted herein shall not take effect until a copy of the decision bearing the certificate of the City Clerk has been filed with the Essex South Registry of Deeds.

CITY OF SALEM, MASSACHUSETTS
BOARD OF APPEALS

2019 NOV -7 PM 3:38
CITY CLERK
SALEM, MASS

98 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970
TEL: 978-619-5685

KIMBERLEY DRISCOLL
MAYOR

November 7, 2019

Tim Haigh
Witch City Gardens
36-38 Jefferson Avenue
Salem, MA 01970

Re: **Decision of the Zoning Board of Appeals to grant a six (6) month extension to Witch City Gardens of special condition #3 in the August 1, 2018 Board Decision granting a special permit per Sections 6.10.4 and 6.10.9 to operate a licensed retail marijuana establishment and marijuana cultivation facility at 38 Jefferson Avenue.**

The Salem Zoning Board of Appeals met on Wednesday, October 16, 2019 to discuss your request for a twelve (12) month extension of special condition #3 in the August 1, 2018 Board Decision granting a special permit per Sections 6.10.4 and 6.10.9 to operate a licensed retail marijuana establishment and marijuana cultivation facility at 38 Jefferson Avenue. Special condition #3 stated: "The applicant shall be issued a state license within six (6) months of issuance of this special permit. A six (6) month extension can be granted by the Board of Appeals if good cause is shown." This was a special condition for both the retail marijuana facility and the marijuana cultivation facility.

On October 2, 2019, Tim Haigh, Chief Operating Officer of Witch City Gardens, requested a twelve (12) month project extension, which would expire August 1, 2020. Witch City Gardens was previously granted a six (6) month extension to August 1, 2019.

Witch City Gardens applied for a license from the Cannabis Control Commission (CCC) on January 22, 2019 and has not yet received their provisional license due to significant delays in processing applications by the CCC. Witch City Gardens is in the process of responding to requests for information from the CCC. The Board of Appeals found that the delays from the CCC constitute good cause for extension of the requirement to obtain a state license. The Board decided to grant a six (6) month extension rather than the twelve (12) month extension that was requested. The original decision dated August 1, 2018 set forth the possibility of a six (6) month extension upon a finding of good cause. This extension would commence (retroactively) August 1, 2019 and expire February 1, 2020.

The Zoning Board of Appeals voted five (5) in favor (Mike Duffy (Chair), Peter A. Copelas, Paul Viccica, Jimmy Tsitsinos, and Jimmi Heiserman) and none (0) opposed to grant the approval of a six-month extension. This determination shall become part of the record for this project.

If you require further information, please contact Brennan Corriston, Staff Planner, in the Department of Planning & Community Development at 978-619-5685.

Thank you,

Mike Duffy /BJC

Mike J. Duffy
Chair
City of Salem Zoning Board of Appeals

CC: Ilene Simons, City Clerk



Zoning Compliance Plan

Witch City Gardens, LLC

38 Jefferson Avenue
Salem, MA 01970

Contents

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1.0 PURPOSE

To outline how Witch City Gardens, LLC (WCG) is and will remain compliant with local codes, ordinances and bylaws for the company's Adult-Use Marijuana Cultivation and Retail Sales Establishments at 38 Jefferson Avenue, Salem, MA.

2.0 REFERENCES

2.1 935 CMR 500.101(1): Application Requirements, New Applicants

2.2 City of Salem, MA Zoning Ordinance 6.10: Special Regulations, Marijuana Establishments

2.3 City of Salem, MA Zoning Ordinance 9.4: Administration and Procedures, Special Permits

3.0 BACKGROUND

3.1 The City of Salem enacted Zoning Ordinance 6.10: Marijuana Establishments that established zoning restrictions for Marijuana Establishments. Marijuana establishments are permitted in the Business Wholesale and Automotive District (B-4) and the Entrance Corridor Overlay District (ECOD) pursuant to Special Permit and Site Plan approval.

3.2 WCG has conferred with the City of Salem and it has been determined that the company's location is fully compliant with the requirements outlined in the Ordinance.

4.0 ZONING ORDNANCE COMPLIANCE

4.1 Security Plan Approval

In accordance with Ordinance 6.10.6.1.a: General Provisions – Security, WCG's Facility Security Plan was submitted and approved by the City of Salem Chief of Police on June 1, 2018.

4.2 Operation and Management Plan Approval

In accordance with Ordinance 6.10.6.1.a: General Provisions – Operation and Management Plan, WCG's Operation and Management Plan was submitted and approved by the City of Salem Building Department on August 1, 2018.

4.3 Emergency Response Plan Approval

In accordance with Ordinance 6.10.6.1.c: General Provisions – Emergency Response Plan, WCG's Emergency Response Plan was submitted and received initial approval by the City of Salem Fire Department on April 25, 2018. Final approval of the Emergency Response Plan is pending approval of facility architectural drawings and fire protection system design and approval.

4.4 Operation and Management Plan

In accordance with Ordinance 6.10.6.1.a: General Provisions – Operation and Management Plan, WCG's Operation and Management Plan was submitted and approved by Building Department, City of Salem, MA on June 1, 2018.

4.5 Required Setbacks

WCG's Adult Use Marijuana Cultivation and Retail Sales facilities meet all required setbacks for Marijuana Establishments.

4.6 Limiting Energy and Water Usage Demand

a) WCG will not use High Pressure Sodium grow lights for marijuana plant cultivation.

b) WCG has designed for and selected only high-efficiency equipment in their planning, including the use of LED vegetative lighting and extremely low wattage Light Emitting Plasma (LEP) flowering lighting.

c) WCG has found a manufacturer for production of their custom-designed lighting fixtures; designed specifically to be as high-efficiency and low-resource draw as possible.

d) In all non-cultivation areas, LED's are used for all task and overhead lighting, along with low-flow plumbing fixtures, and the use of sustainable design elements and materials throughout the site. By growing in soil, WCG wholly

avoids the exponentially larger water use of similarly-sized hydroponic cultivation facilities.

e) The Resource Minimization System calls for the use of heat pumps, dehumidifiers, and other recapture systems to reuse as much energy and water as possible. Employees will receive training and support in resource management.

4.7 Limits on Flowering Marijuana Plants

a) No more than one-half (½) of the marijuana plants in the cultivation facility will be mature, flowering plants.

b) WCG will use the Seed-to-Sale tracking and inventory system to ensure that no more than ½ (50%) of the marijuana plants onsite are mature, flowering plants.

c) Witch City Gardens will operate 4000 +/- square feet of Flowering Rooms in the cultivation facility.

d) WCG will also operate a 1000 +/- square foot Vegetation Room lit with high-efficiency LED's for the developing plants. These LED's have also been custom designed to provide the necessary wavelength spectrum for plant growth while remaining very low wattage. Similar to the LEP fixtures, they will allow for silent operation and minimal heat production.

e) Growth cycles will be staggered to operate on a rolling basis to ensure that the freshest possible product is available to bring to market based upon client demand and each strain's characteristics. In addition to the mature, flowering plants, the remaining plants will be in various immature and non-flowering states, including vegetative plants under development, recently-transplanted clones, and mother plants, which serve as a genetic repository.

4.8 Prohibition on Pesticides, Insecticides or Chemicals

a) As described in the company's Operations and Management Plan – Cultivation Practices document, no pesticides, insecticides, or other chemicals will be used in the cultivation of marijuana.

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

c) Cultivation areas will be under an Integrated Pest Management Plan that includes least risk protocols for preventing and managing pests.

d) The design of the facility itself has features designed to remove the need for pesticides, insecticides, or other chemicals, especially through the use of Insect screening, HEPA, and carbon filters to prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Additionally, mantrap entrances help prevent insects and microbial contaminants from entering the building when doors are in use, and foot baths and sticky mats are strategically placed throughout the facility to collect pest and contaminants from footwear.

e) Starting at the time of first transplant beneficial insects and predators are released to minimize any potential threat of insect or mite pest.

f) All cultivation employees shall be trained on environmental controls, crop care, pest prevention, pest management, pest detection, and pest treatments.

4.9 Noxious Odors

WCG's HVAC systems are designed to ensure no odors from its marijuana establishments will be noxious or cause a public nuisance.

4.10 Business Signage

All business signage has been designed to meet the requirements promulgated by the Cannabis Control Commission and the requirements of City of Salem Code of Ordinances, Sections 4-31 through 4-60.

5.0 SPECIAL PERMIT REQUIREMENTS

a) WCG has obtained a City of Salem Special Permit for its Adult Use Marijuana Cultivation and Retail Sales Establishments. The Special Permit is issued for a six (6) month period and may be extended for an addition six (6) months upon approval of the Zoning Board of Appeals. The current Special Permit expires on August 1, 2020.

b) WCG shall obtain all required building permits prior to the renovation or retrofit contractions projects on or within its property or buildings.

c) Certificates of Inspection and Occupancy Permits shall be obtained prior to WCG buildings being occupied or opened for business.

6.0 PLAN TO REMAIN COMPLIANT

a) WCG shall comply with all regulations that may be promulgated by the Cannabis Control Commission.

b) WCG will remain compliant with all relevant local codes, and ordinances applicable to Adult Use Marijuana Cultivation and Retail Sales Establishments. To this extent, the company's executive management team and General Counsel will continuously engage with the City of Salem to remain up to date with local building codes, zoning ordinances, and by-laws to remain fully compliant.

c) No less than thirty (30) days prior to any business or building permit expiring, WCG management shall take steps to apply for permit extensions in accordance with applicable building codes and zoning ordinances.

From: **Elizabeth Childs** elizabeth@wcgsalem.com
Subject: Re: CCC license renewal records request
Date: August 30, 2022 at 12:12 PM
To: Victoria Caldwell vcaldwell@Salem.com
Cc: Tim Haigh tim@wcgsalem.com

EC

Hi Victoria,

We have one more records request for our WCG renewal (required even though we are not in operation)

This is a request in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a ME or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

I am requesting that I be provided a copy of the following records:

The records of any costs imposed on the city reasonably related to the operation of Witch City Gardens.

Sincerely,

Elizabeth Childs
Witch City Gardens
2 Bridge Street
Salem, MA 01970
818-687-5443
Elizabeth@wcgsalem.com

> On Aug 24, 2022, at 1:26 PM, Victoria Caldwell <vcaldwell@Salem.com> wrote:
>
> Hi Tim,
>
> Yes, you are correct. To date, the City has not received any community impact fee payments from Witch City Gardens as it has not yet begun operations in Salem.
>
> Best,
> Vickie
>
> Victoria Caldwell, Esq.
> Assistant City Solicitor
> Salem City Hall
> 93 Washington Street
> Salem, MA 01970
> 978-619-5634
> 978-744-1279 fax
> This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately. Thank you.
>
> ---
>
> **From:** Tim Haigh <tim@wcgsalem.com>
> **Sent:** Wednesday, August 24, 2022 10:18 AM
> **To:** Victoria Caldwell <vcaldwell@Salem.com>
> **Cc:** Elizabeth Childs <elizabeth@wcgsalem.com>
> **Subject:** Salem HCA CCC license renewal

Caution: This email originated from outside our system. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Victoria,

I hope this email finds you well

We're in the process of renewing our Retail Cannabis license and one of CCC's requirements is that we contact the city to inquire how our community impact payments have been spent. Since we haven't commenced operations (and yes, the CCC knows this) we haven't made any of the 3% payments to the city as of yet, but, we're still required to provide proof that we've requested this information.
Would you mind reply to this email with something along the lines of 'Witch City Gardens LLC has yet to commence operation and therefore hasn't made any payments to the city to relation the the HCA we have in place'?

Sorry for the busy work 

Hope you've been able to enjoy some of the summer and haven't been overloaded with work. We've had a really wonderful summer, albeit a little busier than I think we'd have liked.

Thank you in advance,

Tim
818-935-7407

Sent from my iPhone

From: **Victoria Caldwell** vcaldwell@Salem.com
Subject: Re: CCC license renewal records request
Date: August 30, 2022 at 12:46 PM
To: Elizabeth Childs elizabeth@wcgsalem.com
Cc: Tim Haigh tim@wcgsalem.com

VC

You can reply that there were no records responsive to your request.

Victoria Caldwell, Esq.
Assistant City Solicitor
Salem City Hall
93 Washington Street
Salem, MA 01970
978-619-5634
978-744-1279 fax

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Thank you in advance,

Tim
818-935-7407

Sent from my iPhone

Sent from my iPhone



Positive Impact Plan

Witch City Gardens, LLC

38 Jefferson Avenue
Salem, MA 01970

1.0 PURPOSE

To outline the Witch City Gardens, LLC (WCG) plan to positively impact persons and businesses in areas of disproportionate impact as defined in 935 CMR 500.101(1): Application Requirements, New Applicants.

3.0 STATEMENT OF AFFIRMATION

2.1 WCG acknowledges and is aware, and 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; and

2.2 Any actions taken, or programs instituted by the Company in this plan, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

4.0 PLAN DEMOGRAPHICS

4.1 Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically the City of Lynn.

4.2 Commission-designated Economic Empowerment Priority Applicants;

4.3 Commission-designated Social Equity Program Participants;

4.4 Massachusetts residents who have past drug convictions; and

4.5 Massachusetts residents with parents or spouses who have drug convictions.

5.0 GOALS

5.1 WCG is committed to providing employment and contractor opportunities to people and businesses who meet the plan demographics. To this extent, WCG's goals are to:

a) Hire at least 20% of its employee workforce that meet the plan demographics.

b) Secure at least 20% of its business service contracts from businesses located in Lynn, MA and/or other areas of disproportionate impact.

6.0 PROGRAMS

6.1 Employee Recruitment and Hiring

a) WCG will conduct targeted job postings in the City of Lynn, MA. Position openings will be posted on/in:

i. Local newspaper Help Wanted adds; and

ii. North Shore Career Center-Lynn.

b) During the hiring process, preference will be given to applicants who meet the plan demographics, and who possess the skills of the required position(s), or demonstrate an ability to be trained for the position they are applying for.

c) In the event sufficient applicants are not received from Lynn, MA, the company will expand its recruitment to other areas of disproportionate impact to increase the applicant pool to meet WCG's hiring goals.

6.2 Business Service Contracts

a) 100% of WCG's invitations to solicit bids on business services and/or requests for proposals (RFP) will include invitations to qualified businesses located in Lynn, MA.

b) WCG will solicit invitations to bid in local newspapers, trade associations, and/or through direct interaction with businesses located in Lynn, MA.

c) All prospective bidders will be given an opportunity to meet with WCG management and, where necessary, participate in a walkthrough of the property and/or premises prior to their RFP submission.

d) Where two (2) or more companies meet WCG's contractor service and budgetary requirements, preference will be given to the business that meets the plan demographic.

e) In the event sufficient bids are not received from Lynn, MA, the company will expand its RFP invitations to other areas of disproportionate impact to increase the bidder pool to meet WCG's contract procurement goals.

7.0 MEASUREMENTS

7.1 Employee Recruitment and Hiring

7.1.1 Recruitment

a) Recruitment efforts will be measured by comparing total job vacancies against job postings in Lynn, MA and/or other areas of disproportionate impact.

b) Recruitment will be considered 100% successful if all job postings, regardless of position, were posted in Lynn, MA and/or other areas of disproportionate impact.

7.1.2 Hiring

a) Hiring efforts will be measured by comparing total hires against total hires of applicants from Lynn, MA and/or people who meet the plan demographic.

b) Hiring efforts will be considered successful if 20% of all new hire employees meet the plan demographic.

7.2 Business Service Contracts

7.2.1 Invitations to Bid on Business Service Contracts

a) Invitations to bid will be measured by comparing total bid invitations or RFP requests, against total communications of intent to bid and/or RFP responses received from qualified businesses located in Lynn, MA and/or that meet the plan demographic.

b) Invitation to bid efforts will be considered successful if 100% of all invitations/RFP requests included businesses located in Lynn and/or meet the plan demographic.

7.2.2 Contract Procurement

a) Contract procurement will be measured by comparing total intent to bid/RPFs received against contracts signed with businesses located in Lynn, MA and/or meet the plan demographic.

b) Contract procurement efforts will be considered successful if 25% of all contracts have been awarded to businesses located in Lynn, MA and/or businesses that meet the plan demographic.

8.0 REPORTING

8.1 WCG will conduct quarterly reviews of its Positive Impact Plan to monitor plan success and identify areas for improvement, where necessary.

8.2 WCG will prepare an annual metrics report proving detailed graphic information on its programs and measurements, and program improvement efforts (as necessary).

8.3 WCG shall submit its Positive Impact Plan metrics to the Commission with its annual licensure renewal application, and each year thereafter.

MA SOC Filing Number: 201897850550 Date: 3/27/2018 1:47:00 PM

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Special Filing Instructions

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001319661

1. The exact name of the limited liability company is: WITCH CITY GARDENS, LLC

2a. Location of its principal office:
No. and Street: 38 JEFFERSON AVENUE
City or Town: SALEM State: MA Zip: 01970 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 38 JEFFERSON AVENUE
City or Town: SALEM State: MA Zip: 01970 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
ANY LAWFUL PURPOSE, INCLUDING BUT NOT LIMITED TO DEVELOPMENT AND OPERATIO N OF RELATED BUSINESSES IN MASSACHUSETTS.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: ELIZABETH CHILDS
No. and Street: 28 HERSEY STREET
City or Town: SALEM State: MA Zip: 01970 Country: USA

I, ELIZABETH CHILDS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
MANAGER	KEVIN TALBOT	134 OCEAN AVENUE WEST SALEM, MA 01970 USA
MANAGER	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
SOC SIGNATORY	KEVIN TALBOT	134 OCEAN AVENUE WEST SALEM, MA 01970 USA
SOC SIGNATORY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ELIZABETH CHILDS	38 R OCEAN AVENUE SALEM, MA 01970 USA
REAL PROPERTY	KEVIN TALBOT	134 OCEAN AVENUE WEST SALEM, MA 01970 USA
REAL PROPERTY	TIM HAIGH	38 R OCEAN AVENUE SALEM, MA 01970 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of March, 2018,
JAMES MCMAHON, ESQ

(The certificate must be signed by the person forming the LLC.)

© 2001 - 2018 Commonwealth of Massachusetts
All Rights Reserved

Quitclaim Release for Intellectual Property Related to ~~Witch~~ City Gardens, Inc.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **Elizabeth Childs**, having an address at 38R Ocean Avenue, Salem, MA (hereinafter "Assignors"),

HEREBY GRANTS, ASSIGNS AND QUITCLAIMS TO

Witch City Gardens, LLC, having an address at 26 Hersey Street, Salem, MA (hereinafter "Assignees"), all right, title and interest whatsoever, throughout the world, in and under the copyright on the work or works related to the Witch City Gardens, Inc. Cannabis Enterprise, including the right to sue for past infringement;

TO HAVE AND TO HOLD THE SAME, UNTO ASSIGNEES, THEIR SUCCESSORS AND ASSIGNS, FOR THE FULL DURATION OF ALL SUCH RIGHTS, AND ANY RENEWALS OR EXTENSIONS THEREOF

IN WITNESS THEREOF, Assignors have hereunto set their hand and seal this 27th day of March 2018.

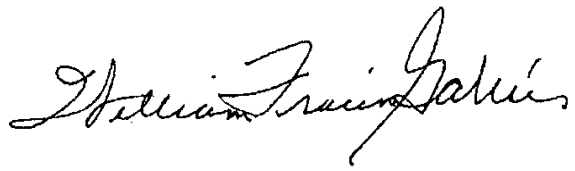
Elizabeth Childs
ASSIGNOR 3/27/2018

MA SOC Filing Number: 201897850550 Date: 3/27/2018 1:47:00 PM

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:

March 27, 2018 01:47 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

January 3, 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

WITCH CITY GARDENS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 27, 2018.**

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: **ELIZABETH CHILDS, KEVIN TALBOT, TIM HAIGH**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **ELIZABETH CHILDS, KEVIN TALBOT, TIM HAIGH**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ELIZABETH CHILDS, KEVIN TALBOT, TIM HAIGH**

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

Processed By:TAA

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

mass.gov/dor

Letter ID: L2025818496
Notice Date: January 4, 2019
Case ID: 0-000-343-966

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000038

WITCH CITY GARDENS
WITCH CITY GARDENS
38 JEFFERSON AVE
SALEM MA 01970-2914

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, WITCH CITY GARDENS 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

OPERATING AGREEMENT
of
Witch City Gardens, LLC

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into effective as of the 23 day of December, 2018, by and between **Elizabeth Childs and Kevin Talbot** (collectively, the "Members").

The parties to this Agreement, desiring to form a limited liability company known as **Witch City Gardens, LLC** (the "Company") pursuant to the provisions of the Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C (the "Act"), hereby constitute themselves a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and among the parties as follows:

ARTICLE I - DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them below:

(a) "Agreement" means this Operating Agreement, as amended, modified, supplemented or restated from time to time.

(b) "Certificate of Formation" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Commonwealth of Massachusetts Secretary of State's Office pursuant to the Act.

(c) "Member" means a member of the Company identified on Schedule A attached hereto, as the same may be amended from time to time.

(d) "Percentage Interest" shall refer to the percentage ownership interest of each Member in the Company. The Percentage Interests of the Members are set forth on Schedule A attached hereto and incorporated herein for all purposes by this reference, as the same may be amended from time to time.

ARTICLE II - THE COMPANY

2.1 Formation.

(a) The Members hereby agree to form the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein.

(b) The name and mailing address of each Member of the Company shall be listed on Schedule A, along with their Percentage Interest at formation, and upon execution of this Agreement shall be Members of the Company.

2.2 Name; Principal Place of Business. The name of the Company shall be Witch City Gardens, LLC. A short form of the name, "Witch City Gardens" shall also be acceptable for use in appropriate settings. The principal office of the Company shall be located at 38 Jefferson Avenue, Salem, MA 01970 or at such other place as the Members may from time to time determine.

2.3 Term. The term of the Company shall commence on the date of the filing of the Certificate of Formation in the Massachusetts Secretary of State's Office and shall continue in perpetuity unless dissolved in accordance with the provisions of this Agreement.

2.4 Registered Agent. The Company's registered agent and office in Massachusetts shall be as set forth in the Certificate of Formation of the Company filed with Massachusetts Secretary of State's Office, as the same may from time to time be amended.

2.5 Fiscal Year. The Company's fiscal year (the "Fiscal Year") shall be the calendar year.

ARTICLE III - PURPOSE AND POWERS OF THE COMPANY

3.1 Nature of Business. The business of the Company shall be to invest in, develop, improve, operate, manage, and/or lease certain real estate located at 38 Jefferson Avenue, Salem, MA 01970, known as the "Premises". The Company shall also engage in such other activities as may be necessary or incidental to the foregoing business activities, including but not limited to the operation of a Adult Use Cannabis Retail Establishment operated under M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017 at the Premises

3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable,

convenient or incidental to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to the powers permitted under the Act.

ARTICLE IV - CAPITAL CONTRIBUTIONS AND ACCOUNTS

4.1 Capital Contributions. Each Member has transferred and contributed to the capital of the Company the capital amounts (the "Capital Contributions") set forth on Schedule A.

4.2 Capital Accounts; Assets. An individual capital account (each a "Capital Account") shall be established and maintained for each Member in accordance with applicable regulations under the Internal Revenue Code of 1986 as from time to time amended (the "Code"). A Member shall not be entitled to interest on his or her Capital Contribution or Capital Account, or to withdraw any part of his or her Capital Contribution or Capital Account. No Member shall have any right in or to any asset or property of the Company, but shall only have a right to the distributions as and when provided for in Sections 8.2 and 9.2 hereof.

4.3 Maintenance of Capital Accounts. To the extent consistent with such regulations, there shall be credited to each Member's Capital Account the amount of any contribution of capital made by such Member to the Company, and such Member's share of the net profits of the Company, and there shall be charged against each Member's Capital Account the amount of all distributions to such Member, and such Member's share of the net losses of the Company.

4.4 Contribution to Operating Account. In recognition that the Company may not receive income sufficient to pay for insurance, real estate taxes, maintenance and the like, the Members agree to contribute annually as needed to an Operating Account for such purposes as may be assessed from year to year.

ARTICLE V - MEMBERS

5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement. All Members shall constitute one class or group of Members of the Company for all purposes of the Act.

5.2 Admission of Members. No person shall be admitted as a Member of the Company after the date of formation of the Company without the unanimous written consent or approval of all the Members at the time of such admission, regardless of whether such person has previously acquired any rights in any existing Member's interest in the Company by assignment, sale or otherwise. A

Member's admission to the Company shall become effective upon such Member's execution of a counterpart of this Agreement, or such other instrument as the Members may require, to evidence his or her admission.

5.3 Transfer of Company Interest. No Member may transfer, sell, assign, pledge, mortgage, or dispose of or grant a security interest in his or her interest in the Company (each, a "Transfer") without the prior unanimous written consent of all the Members at the time of such Transfer. Any purported Transfer in contravention of this Section 5.3 shall be null and void.

5.4 Rights and Obligations of Assignee. The purchaser or other transferee of a Member's interest in the Company shall have only the right to receive the distributions and allocations of profits or losses to which the Member would have been entitled, and the obligation to contribute to the Operating Account under this Agreement with respect to the transferred interest and shall not have or enjoy any right to participate in the management of the Company or to receive any financial information or reports relating to the Company or any other rights of a Member unless and until the purchaser or transferee is admitted as a Member pursuant to Section 5.2.

5.5 Allowed Transfer of Company Interest. Notwithstanding the foregoing regarding admission of Members and transfer of Company interest, a Member may transfer during life or at death a Company interest without the prior written consent of other Members, to lineal descendants or to a trust for the benefit of a spouse for life and then to lineal descendants or another Member, or to a trust for lineal descendants or another Member, and on receipt of a transfer, such persons shall become Members. Beneficiaries of a trust shall be responsible for assessments made to Members in the event a trust holding an interest fails to contribute an assessment when due.

5.6 Transfer on Death. Except as provided above, a transferee from an estate or trust on the death of a Member shall not become a Member. Surviving Members shall have the right to purchase, pro rata, the whole of the Company interest of the deceased Member. Election to purchase shall be made within three (3) months of the appointment of an executor or administrator ("estate representative"), or if the Company interest is held in trust, four (4) months from the date of death, and the term "estate representative" will include trustees. The value of a Membership shall be determined by an appraisal of the Premises, as adjusted under ARTICLE IV of this Agreement. The value of the Premises shall be determined by a fair market value appraisal by a registered appraiser. If the purchaser or purchasers cannot agree upon an acceptable appraiser within thirty (30) days of notice of the exercise of the option to purchase, the estate representative and the purchaser or purchasers shall each select an independent appraiser and said independent appraisers so selected shall (by majority vote) select

a third appraiser, who shall be qualified as aforesaid. Said third appraiser shall appraise the Premises. Notwithstanding the foregoing, if either the estate representative or purchaser fails to select an appraiser within the above 30-day period, then the appraiser selected by the other shall make the required appraisal. The appraisal shall be conclusive and binding upon the estate representative and the purchaser or purchasers. The expenses of said appraisal shall be paid one-half by the estate representative and one-half by the purchaser or purchasers.

In the event the whole of a Company interest is not purchased by other Members, the person to whom the interest was left shall become a Member.

5.7 Partition. Each Member waives any and all rights that he or she may have to maintain an action for partition of the Company's property, and any Transferee who is not a Member shall, by acceptance of a transferred interest in the Company, be deemed to have waived such rights of partition.

5.8 Sale of Company Interest. A Member may sell a Company interest, first by obtaining unanimous written consent at a price negotiated between the selling Member and the buyer, and second, by offering to the remaining Members a right to purchase, pro rata, the whole of the interest at the negotiated price, such right be exercised within one (1) month of the date of the written consent. In the event the whole of the interest is not purchased by the remaining Members, the selling Member may sell to the buyer at the price negotiated.

5.9 Sale of Company Interest, No Buyer. In the event a Member wishing to sell an interest in the Company ("retiring Member") does not have a buyer, and no other Member wishes to purchase, the retiring Member may, upon unanimous written consent of the Members, deliver the Company interest to the Company to be held in escrow, except, however, only upon delivery to the Company of an agreement of another Member to pay all assessments that will become due during the escrow period on the account of such interest. The said agreement to pay assessments may include recovery against the Capital Account and assignment of the use of the property of the retiring Member to the paying Member. In the event the property is sold during an escrow period, the share to be distributed to the retiring Member shall be valued as of the date the interest is sold. During an escrow period, the retiring Member shall have no membership rights under ARTICLE VI and ARTICLE VII, below, but shall have the continuing right to sell the Company interest.

ARTICLE VI - MANAGEMENT

6.1 Management, Duties, and Restrictions.

(a) General Management. The management and control of the operations of the Company and the maintenance, development, sale and leasing of the property of the Company shall rest with the Members.

(b) Powers of Members. Subject to such limitations as may be imposed pursuant to the terms of this Agreement, the Act or by operation of law, the Members are and shall be authorized and empowered to carry out and implement the purposes of the Company. In that connection, the powers of the Members shall include, but not be limited to, the following:

(1) to engage personnel, attorneys, accountants, or such other persons as may be deemed necessary or advisable;

(2) to authorize or approve all actions with respect to distributions by the Company, dispositions of the assets of the Company or its nominee, execution of leases, mortgage contracts, bonds, promissory notes, loan agreements and other instruments on behalf of the Company or its nominee, and to execute any agreements, instruments or documents relating to or affecting such matters;

(3) to acquire, mortgage, improve and convey real property and interests therein, including, but not limited to, easements and rights-of-way, and to execute any agreements, instruments or documents relating to or affecting such matters;

(4) to open, maintain, and close bank accounts and to draw checks and other orders for the payment of money; and

(5) to take such other actions and to incur such reasonable expenses on behalf of the Company as may be necessary or advisable in connection with the conduct of the affairs of the Company.

(c) Liability of Members. In carrying out their duties, the Members shall not be liable to the Company or to any other Members for any actions taken in good faith and reasonably believed to be in the best interest of the Company or which are taken upon the written advice of legal counsel for the Company.

(d) Reliance on Act of Members. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of each of the Members. Any persons other than a member may and shall be entitled to rely on certificates, instructions, agreements or assignments signed or purporting to be signed by a Member for or on behalf of the Company, and on the statements and agreements set forth therein, without inquiry as to the due authorization thereof or

the authority of the person signing or purporting to sign such certificates, instructions, agreements or assignments.

(e) Delegation, Manager. The Members may appoint individuals with such titles as they may elect, including the titles of President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Members may delegate in writing to any such person, and the Members shall also appoint a manager or Managers to act on behalf of the Members as aforesaid for the purpose of executing instruments which are to be filed with the Massachusetts Secretary of State or a Registry of Deeds in a county in which the Company shall own real estate.

(f) Books and Records. The Company's books and records shall be maintained in accordance with good record keeping practices and federal and state income tax laws and regulations. All books and records of the Company shall be maintained at the principal office of the Company, and each of the Members shall have access thereto to review the same at any time upon reasonable notice and during normal business hours.

(g) Reimbursement of Members. The Members shall be reimbursed by the Company for all reasonable costs and expenses (including attorney and accountant fees) incurred or paid by them for or on behalf of the Company.

ARTICLE VII - VOTING, MEMBER CONSENTS AND MEETINGS

7.1 Voting. Each Member shall be entitled to vote in proportion to his or her Percentage Interest in the Company from time to time. Such vote may be exercised by written or oral notification, including telephonic, by a Member to the other Members.

7.2 Member Consents. The amendment of this Agreement, admission of a new Member, and transfer of Company interest, shall require the vote and unanimous approval of all the Members. All other actions taken by the Company shall require the vote and approval of Members owning fifty-one percent (51%) or more of the Percentage Interests at the time of such vote.

7.3 Meetings of the Members. The Members may, but shall not be required to, meet from time to time to consider the affairs of the Company and to take any action permitted to be taken by the Members by law or under this Agreement. Meetings of the Members may be called at any time by any Member. Notice of any meeting shall be given to all Members not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. **This notice period may be waived by the written consent of all members.** Attendance at

meetings may be via telephone conference. Each Member may authorize any person to act for it by proxy on all matters on which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at the meeting. Every proxy must be signed by the Member or his or her attorney-in-fact. A quorum for each meeting shall be one more than one-half the number of all Members.

ARTICLE VIII - ALLOCATIONS AND DISTRIBUTIONS

8.1 Allocation of Profits and Losses. The net profits, net losses, net cash flow and net proceeds of any sale of any property of the Company or upon liquidation of the Company shall be allocated among the Members according to the Percentage Interests of each Member. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

8.2 Distribution to Members. The Members shall receive, in proportion to their respective Percentage Interests in the Company, as much of the Company's Net Cash From Operations as the Members may from time to time determine. For the purposes hereof, the term "Net Cash From Operations" shall mean the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, guaranteed payments and contingencies, all as determined by the Members. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar non-cash allowances, but shall be increased by any reductions of reserves previously established.

ARTICLE IX - DISSOLUTION AND TERMINATION OF COMPANY

9.1 Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(a) the sale or disposition of all or substantially all of the assets of the Company;

(b) the written consent of the Members owning eighty percent (80%) or more of the Percentage Interests in the Company; or

(c) the entry of a decree of judicial dissolution in accordance with the provisions of the Act.

9.2 Winding Up. Upon the dissolution of the Company, a Member selected by the remaining Members (in either case, the "Liquidating Members"), shall proceed with the winding up of the Company and apply and distribute the Company's assets as provided in this Section 9.2. The assets shall first be applied to the payment of the liabilities of the Company (other than any loans that may have been made by the Members to the Company) and to the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the Company and for the discharge of liabilities to creditors, so as to enable the Liquidating Member to minimize the normal losses attendant to a liquidation. The remaining assets shall next be applied to the repayment of any loans made by the Members to the Company. All assets then remaining shall be distributed to the Members in accordance with their respective Capital Accounts after giving effect to all contributions, distributions and allocations for all periods. Notwithstanding any of the foregoing, the Liquidating Member may retain a sum deemed necessary by him or her as a reserve for any contingent liabilities, expenses and obligations of the Company. Upon the final distribution of assets to the Members, each of the Members shall be furnished with a statement which sets forth the assets and liabilities of the Company as of the date of the complete liquidation.

ARTICLE X - LIABILITY AND INDEMNIFICATION

10.1 Liability. Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

10.2 Indemnification. The Company shall indemnify and hold harmless the Members and their respective employees and authorized agents from and against any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, employee or authorized agent in good faith on behalf of the Company and reasonably believed to be within the scope of authority conferred by this Agreement, except that no Member, employee or authorized agent shall be entitled to be indemnified or held harmless from or against any loss, damage or claim incurred by reason of such member's, employee's or authorized agent's gross negligence or willful misconduct; provided, however, that any indemnity under this Section 10.2 shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account there.

ARTICLE XI - MISCELLANEOUS

11.1 Governing Law. The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

11.2 Agreement Binding. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, successors, and assigns.

11.3 Notices. Notices to the Members or to the Company to be furnished hereunder shall be deemed to have been given when mailed, by prepaid registered or certified mail, or when deposited with an express courier service, addressed to the address set forth on Schedule A or as set forth in any notice of changes of address previously given in writing by the addressee to the addressor.

IN WITNESS whereof, the Members acknowledge that they have executed this Operating Agreement on the date written below:

12/23/18
Date

Elizabeth Childs

Kevin Talbot

BUSINESS PLAN

MARIJUANA RETAILER

AND MARIJUANA CULTIVATOR

WITCH CITY GARDENS, LLC

Property Location:

36-38 Jefferson Avenue

Salem, MA 01970

TABLE OF CONTENTS

MARIJUANA RETAILER

And MARIJUANA CULTIVATOR

Property Location:

38 Jefferson Avenue

Salem, MA 01970

Property Address: 38 Jefferson Avenue, Salem, MA 01970

Applicant: Witch City Gardens (WCG)

I. Background

Executive Summary

"Citizens of Salem providing safe, secure, and sensible Salem-Grown Cannabis to the Salem Community"

Witch City Gardens is poised to become the premier Adult-Use Cannabis Retail site in the City of Salem, serving both local residents and those of surrounding communities in a safe, sensible, and responsible fashion. Witch City Gardens is committed to providing their clients with the widest range of top quality products with a constant theme of patient safety and education.

Drawing off years of experience as business owners within the City of Salem, the executive team of Witch City Gardens is prepared to enter into a robust and durable relationship with the City and its residents in a manner reflective of their longstanding ties to the community. The Applicant is prepared to meet or exceed all regulatory requirements from both the City of Salem and the Cannabis Control Commission.

Structure & Experience

Elizabeth Childs, Kevin Talbot and Tim Haigh are the founders of Witch City Gardens, LLC, a Massachusetts limited liability company. Between the three of them, they have 30+ years experience owning and operating businesses in the City of Salem. They have vast experience in developing, implementing, and maintaining procedures within regulated industries, whether it be compliance with building codes, food and workplace safety regulations, or responsibly managing multiple alcohol and event permits.

The partners are poised to do the same for the cannabis industry within Salem, beginning through investment in an area of Salem that is currently dominated by automotive and other commercial uses along with unused or underutilized buildings. Through development of a world-class cannabis establishment, Witch City Gardens intends to diversify uses in the zone, increase property tax rates for the city, and offer numerous other aesthetic and quality of life improvements.

Elizabeth Childs is currently the manager at Bambolina Restaurant, and has been involved since before opening. Ms. Childs is currently responsible for all operations, including the staffing, training, and BPH office operations including paying local and state taxes, processing payroll, insurance compliance, licensing compliance, scheduling, and procurement and receiving.

Kevin Talbot has owned and operated Talbot Electric for 25+ years, with a history of quality, diligent work and highly satisfied clients. In addition to his past work within the city of Salem as an assistant electrical inspector, Mr. Talbot also has a general contractors license, making him no stranger to building codes and local and federal ordinances. He will be overseeing the renovation and installation of equipment at the Witch City Gardens facilities.

Tim Haigh owns and operates Bambolina and Kokeshi restaurants in Salem, which have created 44+ jobs for the local community. Mr. Haigh holds a beer and wine license at Bambolina, and a full liquor license at Kokeshi, and is no stranger to operating a state regulated business under the highest degree of scrutiny. In the exceedingly competitive restaurant industry, where an overwhelming majority of new restaurants are not successful, Mr. Haigh is

proud to say that both restaurants are in great health. In the time the restaurants have been open, they have received many accolades and awards, but are most proud of their contributions to the city of Salem and its growing dining scene, including being an instrumental part in the revitalization of the Derby Street Corridor.

Operational Overview

Witch City Gardens will be applying for a Marijuana Retail license and Marijuana Cultivator License in compliance with all regulations put forth in M.G.L. Chapter 94g as well as Chapter 55 of the Acts of 2017, and all other relevant regulations as promulgated by the Cannabis Control Commission and the City of Salem. The Retail license will be operated in a separate facility within the same lot as the Marijuana Cultivation facility license under application by Witch City Gardens.

The facilities, planned as a model of secure, discreet cannabis development, will be located at 38 Jefferson Avenue, a space currently utilized by Andreesen Movers. The current site will not be expanded or have any exterior alterations aside from a new coat of paint, revitalization of landscaping in existing beds, and discreet installation of additional security features, including sensors and cameras.

Facility A will consist solely of the retail space, and is designed to reflect industry standards for both Class A retail spaces and secure cannabis retail sites, including total video coverage, panic alarms, and other such features. Facility B will be the cultivation and packaging space, and will be wholly separated from Facility A.

Employees will be tracked between the two facilities, and there will be no ability to cross between the two sites in the ordinary course of business. No customers or visitors will be allowed within the limited access area encompassing the rear of Facility A and the entirety of Facility B under any circumstances. After obtaining all necessary approvals and a period of interior renovation, Witch City Gardens intends to commence retail operations before the close of 2018.

All Employees will be vetted and undergo a thorough background check process prior to hire, and will receive both Responsible Vendor Training and supplementary trainings throughout their tenure. Witch City Gardens expects to employ 15+ Salem residents in the first year of operations, and eventually grow to a total size of more than 20 employees.

In Facility A, the Adult-Use Retail Facility, no cannabis or cannabis infused products will be grown, processed, or packaged within its footprint, nor will any on-site consumption by either employees or clients be tolerated.

Witch City Gardens intends to operate a strict retail-only facility in Facility A, with all cannabis entering the facility via secure transfer in individually packaged, opaque, and hermetically sealed containers. Cannabis will be initially sourced from a variety of local registered and licensed cultivators, and must undergo multiple rounds of rigorous purity testing prior to its release for sale. Pending approval of Facility B, Witch City Gardens intends to transition into the sale of self-produced cannabis as soon as feasible, but will supplement this offering through use of local registered and licensed cultivators as necessary. All cannabis offered for sale will be managed through seed-to-sale tracking to ensure client safety and regulatory compliance.

Approximately one week's supply of prepared cannabis shall be on site in Facility A at any one time. During operational hours, this cannabis will be stored in secure, video-recorded display units; outside of regular hours all cannabis will be stored in a climate-controlled vault system.

Customers shall enter Facility A's retail environment through a "mantrap" entry, allowing for detailed age verification to proceed before access is granted, preventing diversion to minors. Once entered, customers shall be directed to a waiting area until a Dispensary Agent is prepared to assist in their purchase. The perimeter of the lot, as well as all entries will have dedicated video surveillance and access control. A variety of industry-standard access control and tracking measures, including the use of cameras, sensors, RIFD and keypads will be used for internal security according to the Security Plan.

The customer and Agent shall discus the different offerings available, their responsible use and any potential risks, the regulations involved in possession and transportation of Adult-Use cannabis, and methods for the safe disposal of any unwanted cannabis, among other relevant topics. All sales shall be tracked according to regulatory requirements, and customers shall be issued educational materials along with all required warning labels at point of sale. After purchase, the customer will be escorted to the exit and be given another opportunity to ask any remaining questions of the Agent. There will be no lounge facility or other encouragement of loitering after purchase.

Facility B shall consist of all cultivation, and all non-retail functions of the marijuana establishment. The entirety of Facility B shall have complete video coverage of the perimeter and all interior spaces where cannabis is present. Facility B shall be considered a Limited Access Area, and will be off-limits at all times to all non-authorized employees and any visitors.

As Facility B becomes operational, cannabis cultivated on-site will be offered to customers after being repeatedly tested for purity. The growth methods and processing systems will be in compliance with the Cannabis Control Commission regulations and all local ordinances, including forbidding the use of artificial fertilizers or pesticides, utilizing plant-by-plant low-input watering techniques, and achieving the lowest feasible degree of energy use for lighting and HVAC systems. Cannabis will be planted, germinated, grown, harvested, cured, and trimmed for sale on site in accordance with the latest product safety and environmental efficiency standards.

Once tested product is packaged in opaque, hermetically sealed containers, the prepared cannabis shall be transferred to a climate-controlled storage vault under video surveillance until ready for use. All waste products shall be rendered unusable according to Cannabis Control Commission regulations through admixture with organic solids, and disposed of under contract with a composting service.

Benefits to the City of Salem

In addition to signing a Host Community Agreement with the City of Salem to include a 3% revenue share as a Community Impact Fee, designed specifically to offset and mitigate any possible deleterious effects of their operation, Witch City Gardens is proud to offer numerous other benefits to the City of Salem and its residents, in light of their longstanding connections to the area and their passion for local development.

Witch City Gardens is working with energy companies for HVAC to design a system around the highest efficiency air and heat pumps.

Witch City Gardens expects to create between 10 to 12 full time jobs in the retail store. Additionally, approximately ten jobs will be created in the cultivation facility, pending separate approval. Employees shall be trained in all regulatory requirements, and have numerous opportunities for growth and development within the organization.

As current residents and business owners in Salem, the partners are proud to announce utilizing a “Advertise Local - Hire Local” strategy, where open positions shall first be advertised in media of general circulation within the City of Salem prior to greater distribution. Utilizing Kevin Talbot’s longstanding ties to the Salem trades community, the partners intend to bid as much work as possible to local companies during the build phase, and continue this system while in operation for any service needs.

Witch City Gardens looks forward to close and transparent collaboration with the City of Salem Police Department and other public safety officials in identifying and executing best practices for the responsible and sustainable operation of a safe, secure place for adult customers to purchase marijuana. In addition, Witch City Gardens is prepared to offer their extensive knowledge and experience with the subject matter as a resource to the City of Salem’s public safety officials in their determination of ongoing cannabis regulatory and enforcement needs and other relevant matters.

Finally, Witch City Gardens will identify a Community Outreach Coordinator to identify opportunities to give back to the communities they serve and function as the primary point of contact for ongoing beneficial impact. This position will include oversight and management of charitable donations, support of appropriate local events, and provision of relevant community health and safety education.

II. Project Description

Witch City Gardens is prepared to commence site preparation and enter the building process immediately upon successful receipt of a Special Permit and obtaining all necessary building and utility permits.

Due to its smaller size and less demanding retrofit, Facility A will be completed prior to Facility B. Witch City Gardens anticipates having the Retail Facility ready to open within four to six weeks of receiving the building permit. Facility A shall undergo exterior aesthetic improvements, including new paint, revitalized plantings, and security enhancements, but shall not be expanded from its current size or site. It will not require any utility upgrades. Facility A shall undergo an interior remodel to enhance client and employee security, meet all regulatory requirements, and to present itself as a world-class cannabis retail environment. Facility A consists of approximately 1500 Square Feet of space, with approximately 700 intended for retail areas, and was built in 1900.

Facility B, the cultivation facility, will require a retrofit to sanitize the space and prepare it for cannabis cultivation. Witch City Gardens anticipates Facility B to be completed within three months of obtaining the building permit. The electric service will require an upgrade to 600 amps. Facility B shall also undergo exterior aesthetic improvements, including new paint, revitalized plantings, and security enhancements, but again, shall not be expanded from its current size or site. Facility B shall undergo an interior remodel to create contamination barriers, secure handling and storage spaces, and to facilitate the provision of sustainable energy options. Facility B consists of approximately 15,000 Square Feet of space, of which approximately 10,000 will be used for cultivation, and was built in 1900.

III. Legal Argument

<u>The applicant satisfies the general requirements for the approval of a Marijuana Retailer, as set forth in Section 6.10 of the Ordinance as follows:</u>

The Salem City Council adopted an amendment to the Ordinance defining and permitting Marijuana Retailers by Special Permit in the B4 Zoning District pursuant to various requirements and standards. The Applicant has outlined such requirements herein and further identified its compliance with the same.

<u>The Applicant satisfies the general requirements for a Marijuana Retailer as set forth in Section 6.10.5 of the Ordinance as follows:</u>

1. It shall be unlawful for any person to operate a marijuana establishment without obtaining a special permit to operate pursuant to the requirements of this Ordinance.

Pursuant to this Application, the Applicant is hereby requesting a Special Permit from the Board.

2. A separate special permit is required for each different marijuana establishment detailed in section 6.10.3, above. In the case that one or more different types of marijuana establishments are proposed, each establishment type shall require a special permit from the Zoning Board of Appeals.

The Applicant is proposing to utilize the Property as both a Marijuana Retailer, and Marijuana Cultivation Facility, and accordingly each establishment shall seek a Special Permit from the Board. As such, the Applicant will comply with this requirement.

3. The special permit requirements set forth in this chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other federal, state, or local law.

The Applicant agrees to this requirement and will be filing the appropriate state applications for a Marijuana Retailer (and Marijuana Cultivation Facility), as soon as such applications are available.

4. The issuance of a special permit pursuant this chapter does not create an exception, defense, or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution, or possession of marijuana.

The Applicant agrees to this provision.

5. A special permit issued for a marijuana establishment is not transferable or assignable to a different location or a different type of marijuana establishment.

The Applicant agrees to this condition.

<u>The Applicant satisfies the General Provisions for Marijuana Establishments, as set forth in Section 6.10.6 of the Ordinance as follows:</u>

1. Security, Operations, and Emergency Plans. All marijuana establishments shall file a security plan, operation and management plan, and emergency plan with the Salem Police Department:
    a. Security Plan
        i. The petitioner shall submit a security plan to the Salem Police Department and Department of Planning and Community Development, in conformance with the requirements of the Salem Police Department, to demonstrate that there is limited undue burden on city public safety officials as a result of the proposed business prior to the issuance of a certificate of occupancy.
        ii. The security plan shall include the details of all security measures for the site and the transportation of marijuana and marijuana products to and from off-site premises to ensure the safety of employees and the public and to protect the premises property from theft or other criminal activity.

The Applicant has employed Art Crow of Oppaset Security Consulting to act as its Security Director. Art is a results-oriented security professional with 35+ years combined law enforcement and security management, including experience as head of security for Massachusetts-based pharmaceuticals company Millennium Pharmaceuticals. Mr. Crow brings a proven track record of success in security program design, policy and procedure development, security systems design and administration, business continuity and disaster recovery, investigations, personnel development and team building.

The Applicant hereby submits that it will comply with this requirement and submit a detailed security plan to the Salem Police Department for review and approval.

    b. Operation and Management Plan

All marijuana establishments shall submit an operation and management plan to the Building Department which shall include, but not be limited to the following elements: Organizational Structure, Location, Property Description, Hours of Operation and Staffing, description of proposed operations, distribution practices, employee safety, general compliance, fire prevention, sanitation requirements, electrical system overview, proposed energy demand and proposed electrical demand off-sets, ventilation system and air quality, proposed water system and utility demand prior to the issuance of a building permit.

The Applicant hereby submits that it will comply with this requirement and will submit an operation and management plan to the Building Department prior to obtaining a building permit.

c. Emergency Response Plan

All marijuana establishments shall meet with the Salem Fire Department and the Salem Police Department to discuss and identify emergency plans/contingency plans for the site prior to the issuance of a certificate of occupancy. A written Emergency Response Plan shall be filed with the Salem Fire Department and the Salem Police Department pursuant to M.G.L. c. 94G, §12.

The Applicant is committed to operating a safe and secure marijuana establishment in Salem, MA and will work with the Salem Police Department and the Salem Fire Department to identify emergency plans/contingency plans for the site prior to the issuance of a certificate of occupancy.

2. A marijuana establishment may only be involved in the use permitted by its definition. Retail marijuana establishments may only be located in buildings with other uses, including other types of marijuana establishments, only if the marijuana establishment is separated by full walls from the other use.

The Applicant hereby submits that it will comply with this requirement. Facility A and Facility B will each be separated by full walls.

3. All marijuana establishments shall be within a fully enclosed building.

The Applicant hereby submits that it will comply with this requirement. WCG will be entirely contained within a fully enclosed building.

4. Marijuana establishments shall not be located in mobile structures.

The Applicant hereby submits that it will comply with this requirement. WCG will be entirely contained within a fully enclosed, permanent building.

5. Pursuant to M.G.L c. 94G §5(b)(3), a marijuana establishment shall not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, or within 500 feet of houses of worship and funeral homes, or within 1,000 feet from institutions of higher education, colleges or universities.

The Applicant hereby submits that it will comply with this requirement. The proposed location is currently not within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, or within 500 feet of houses of worship and funeral homes, or within 1,000 feet from institutions of higher education, colleges or universities.

6. Marijuana establishments shall, at a minimum, meet the requirements imposed on registered marijuana dispensaries for storage.

The Applicant hereby submits that it will comply with all requirements for Registered Marijuana Dispensaries for storage.

7. No odor from marijuana establishments may be noxious or cause a public nuisance.

The Applicant hereby submits that it will comply with this requirement.

8. No retail marijuana establishment shall be managed by any person other than the licensee or their assign. Such licensee or assign shall be on the premises during regular business hours of operation and responsible for all activities within the licensed business and shall provide up to date emergency contact information for the Salem Police Department to have on file.

The Applicant hereby submits that it will comply with this requirement.

9. All waste disposal, shall at a minimum, meet the requirements imposed on registered marijuana dispensaries for disposal to prevent exposure to the public or create a nuisance.

The Applicant hereby submits that it will comply with all requirements for Registered Marijuana Dispensaries for disposal.

10. The marijuana establishment shall remove all material, plants, equipment, and any other retail marijuana establishment items upon ceasing its operation.

The Applicant hereby submits that it will comply with this requirement.

11. All business signage shall be subject to the requirements to be promulgated by the Cannabis Control Commission and the requirements of Sections 4-31 through 4-60 of the Code of Ordinances.

The Applicant hereby submits that it will comply with this requirement.

12. No marijuana shall be smoked, eaten, or otherwise consumed or ingested within any type of licensed marijuana establishment.

The Applicant hereby submits that it will comply with this requirement.

13. Hours of operation for marijuana retailers shall be consistent with those of package stores licensed under M.G.L. c. 138.

The Applicant hereby submits that it will comply with this requirement.

The Applicant has satisfied the Application Procedure and Submission Requirements, as set forth in Section 6.10.7 of the Ordinance as follows:

The Applicant submits that it has submitted a standard petition form and materials of the ZBA as follows:

1. Notice from the City shall be sent by mail, postage prepaid to "parties of interest" as used in M.G.L. c. 40A within five hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list.

The Applicant hereby submits that it will comply with this requirement.

2. Applicant shall submit proof of approval from the Commonwealth of Massachusetts for the proposed marijuana establishment by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the facility as well as the letter of support or non-opposition issued by the city.

The Applicant respectfully requests a waiver from the Board for this requirement, or in the alternative it shall be deemed invalid by operation of law, in that the Act prescribes that Applicants shall have received confirmation from the municipality that it is in compliance with local zoning bylaws or ordinances, and accordingly Special Permit approval is a condition precedent to state application. The CCC, acting as the regulatory body for the State of Massachusetts, is in the process of promulgating a regulatory framework to implement the adult use of marijuana and has not yet finalized its application and licensing process for the same. Accordingly, the Applicant does not have any registrations, licenses or permits issued for the proposed Marijuana Retailer.

Accordingly, the Applicant requests a waiver from the Board for this requirement or have this provision deemed invalid, as it would not, nor would any other prospective Marijuana Retailer be, capable of satisfying such requirements.

3. The Applicant shall submit proof of site control and right to use the premises proposed for the marijuana establishment and may include a deed, notarized statement form the property owner and a copy of the lease agreement, or real estate contract contingent upon successful licensing, or a letter of intent by the owner of the premises indicating intent to lease the premises to the petitioner contingent upon successful permitting.

The Applicant has submitted a letter of intent for the Property.

4. In addition to complying with any other state or city requirement related to good character and criminal background, any person or entity proposed to have interests in the license to operate a marijuana establishment shall not have committed any marijuana licensing violation affecting public safety, or received any suspension or revocation of any other state or local marijuana business licenses.

The Applicant hereby submits that it is in compliance with this requirement.

5. A statement signed by the organization's chief executive officer disclosing all of its designated owners, including officers, directors, partners, managers, or other similarly situated individuals. If any of the above are entities rather than persons, the Applicant must disclose the identity and current contact information of all responsible individuals.

The managers of Witch City Gardens are:

Elizabeth Childs

38R Ocean Avenue

Salem, MA 01970

Kevin Talbot

134 Ocean Avenue West

Salem, MA 01970

Tim Haigh

38R Ocean Avenue

Salem, MA 01970

Please see the attached Tab 4 for the abovementioned statement.

6. A detailed description of the proposed activities to occur on site in relation to the standard special permit criteria set out in Section 9.4 of the Salem Zoning Ordinance and specific requirements set forth in this chapter.

The Applicant will supplement this filing with additional materials and/or provide additional information at the hearing.

7. The petitioner shall submit a security plan to the Salem Police Department and the Department of Planning and Community Development, in conformance with the requirements of the Salem Police Department, to demonstrate that there is a limited undue burden on city public safety officials as a result of the proposed business prior to the issuance of a certificate of occupancy.

The Applicant hereby submits that it will comply with this requirement and submit a detailed security plan to the Salem Police Department for review and approval prior to the issuance of a certificate of occupancy.

8. The petitioner shall submit an operation and management plan to the Salem Police Department and the Department of Planning and Community Development.

The Applicant submits that it will comply with this requirement prior to the issuance of a certificate of occupancy.

9. The petitioner shall submit a copy of an Emergency Response Plan to the Salem Police Department, the Salem Fire Department, and the Department of Planning and Community Development.

The Applicant submits that it will comply with this requirement.

10. The petitioner shall submit proof that it provided notification in writing to all churches, libraries, institutions of higher education, licensed daycares, nursery schools, or playgrounds within 500 feet of its proposed location to provide them with the opportunity to comment at the Board Appeals.

The Applicant submits that it will comply with this requirement.

<u>The Applicant has met the requirements for the Special Permit Findings for Marijuana Retailers, as set forth in Section 6.10.8, as follows:</u>

1. The applicant demonstrates that the marijuana establishment will meet all of the permitting requirements of all applicable agencies within the Commonwealth ad will be in compliance with all applicable state laws and regulations, including, but not limited to M.G.L. c. 94G §12 *General Marijuana Establishment Operation.*

The Applicant shall satisfy the applicable state laws and regulations set forth in M.G.L. c. 94G §12 and all other applicable and relevant statutes as follows:

The Applicant shall secure every entrance to the establishment so that access to areas containing marijuana is restricted to employees and others permitted by the marijuana establishment to access the area and to agents of the commission or state and local law enforcement officers and emergency personnel; and secure its inventory and equipment during and after operating hours to deter and prevent theft of marijuana products and marijuana accessories.

The Applicant will not cultivate, test, store, or manufacture marijuana products at any location other than at a physical address approved by the CCC and within an area that is enclosed and secured in a manner that prevents access by persons not permitted by the marijuana establishment to access the area.

The Applicant will not allow cultivation, manufacture, sale or display of marijuana or marijuana products to be visible from a public place without the use of binoculars, aircraft or other optical aids.

The Applicant will not refuse representatives of the CCC the right at any time of operation to inspect the entire licensed premises or to audit the books and records of the marijuana establishment.

The Applicant will not allow any person under 21 years of age to volunteer or work for the marijuana establishment.

The Applicant will not cultivate, manufacture, sell or otherwise transact business with any products containing cannabinoids other than those that were produced, distributed and taxed in compliance with this chapter.

The Applicant will not operate a marijuana establishment without an operations certificate issued by the CCC.

The Applicant will file an emergency response plan with the fire department and police department of the City of Salem.

2. The applicant has satisfied all of the conditions and requirements of this section and other applicable sections of the Zoning Ordinance and any applicable city ordinances.

The Applicant is seeking a Special Permit from the Board. Upon granting of such Special Permit, the Applicant will comply with this section and other applicable sections of the Ordinance.

3. The facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that storage and location of cultivation is adequately secured.

The Applicant hereby submits that it will provide adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff or members of the public, including but not limited to the use of cameras, sensors, silent and audible alarm systems, signage, and access control measures such as keypads and/or RFID.

<u>The Applicant has satisfied the requirements Specific to Marijuana Retailers, as set forth in Section 6.10.12 of the Ordinance, as follows:</u>

1. As defined in M.G.L. c. 94G, and as established in section 24-30 of the Code of Ordinances, the number of marijuana retailers shall be limited to no more than 20% of the number of licenses issued within the city for the retail sale of alcoholic beverages not to be drunk on premises where sold under M.G.L. c. 138, §15.

Currently, there are no adult-use marijuana retailers within the City of Salem. The Applicant submits that it will be in compliance with this requirement.

2. All marijuana retail establishments shall comply with all regulations that may be promulgated by the Cannabis Control Commission.

The Applicant submits that it will comply with all regulations promulgated by the Cannabis Control Commission.

The Applicant satisfies the criteria for the granting of a Special Permit, as set forth in Section 9.4.2 of the Ordinance, as follows:

1. Social, economic, or community needs served by the proposal;

In addition to signing a Host Community Agreement with the City of Salem to include a 3% revenue share Community Impact Fee, designed specifically to offset and mitigate any possible deleterious effects of their operation, Witch City Gardens is proud to offer numerous other benefits to the City of Salem and its residents, in light of their longstanding connections to the area and their passion for local development.

Witch City Gardens expects to create between 10 to 12 full time jobs in the retail store. As current residents and business owners in Salem, the partners are proud to announce utilizing a "Advertise Local - Hire Local" strategy, where open positions shall first be advertised in media of general circulation within the City of Salem prior to greater distribution. Utilizing Kevin Talbot's longstanding ties to the Salem trades community, the partners intend to bid as much work as possible to local companies during the build phase, and continue this system while in operation for any service needs.

Witch City Gardens looks forward to close and transparent collaboration with the City of Salem Police Department and other public safety officials in identifying and executing best practices for the responsible and sustainable operation of a safe, secure place for adult customers to purchase marijuana. In addition, Witch City Gardens is prepared to offer their extensive knowledge and experience with the subject matter as a resource to the City of Salem's public safety officials in their determination of ongoing cannabis regulatory and enforcement needs and other relevant matters.

Finally, Witch City Gardens will identify a Community Outreach Coordinator to identify opportunities to give back to the communities they serve and function as the primary point of contact for ongoing beneficial impact. This position will include oversight and management of charitable donations, support of appropriate local events, and provision of relevant community health and safety education.

2. Traffic flow and safety, including parking and loading;

The current configuration meets our anticipated needs for off-street parking and loading. The site is currently used for a moving and shipping company, which requires the use of multiple trucks and vans in addition to the employee's personal vehicles. At Witch City Gardens, there will be no regular use of trucks or vans, as all cannabis will be grown and transferred in on site. In the event of a delivery of cannabis, there are existing loading bays to quickly and securely transfer the product. The existing parking will more than adequately provide coverage for employees and clients. If client demand shows an unexpected spike, an appointment system will be utilized until adequate mitigation measures are completed. Signage will be utilized to direct traffic within the lot and create a rational flow of vehicles in to and off the site.

Witch City Gardens is committed to increasing pedestrian safety and access within their neighborhood, and intends to seek measures to calm traffic and encourage walkability to improve quality of life for all residents.

3. Adequacy of utilities and other public services;

The Applicant will not require any additional utilities or public services beyond any other non-cannabis related retail facility for Facility A. The utilities and public services available at the facility are adequate for a marijuana retailer.

For Facility B, the cultivation and packaging facility, the only upgrade to utilities will be the electric service, which will require an upgrade to 600 amps.

Witch City Gardens is working with energy companies for HVAC to design a system around the highest efficiency air and heat pumps.

4. Neighborhood character;

The Applicant chose this location for its proximity to the central business district, and placement on an entrance corridor in the city. It will improve the character of the neighborhood by updating and refurbishing an existing underutilized building, accentuating the architectural characteristics of the location. Witch City Gardens is prepared to accentuate the aesthetic features of the building through use of Salem-appropriate paint colors, coordinated landscape styles, and careful design to ensure the discretion of security features. The Neighborhood currently consists of industrial uses- cider house, automotive repair, recycling center, and Witch City Gardens is a natural addition and extension of such existing uses. Witch City Gardens plans to employ a Community Outreach Coordinator who will organize activities to directly benefit their closest neighbors, such as neighborhood cleanups, and charity drives.

5. Impacts on the natural environment, including drainage;

The proposed Marijuana Retailer will be located within an existing building on a previously developed site. This will not require any change to the natural environment from the existing conditions.

For Cultivation Operations, all marijuana will be grown in soil, and through careful composition of natural absorbent materials, shall leave no excess water to treat after use. Black Earth Compost, LLC, will compost used soil and other organic waste. For retail operations, standard office waste is the only expected impact, and all non-recyclable materials will be disposed of by contracted waste hauling services.

All waste disposals shall at a minimum meet the requirements imposed on registered marijuana dispensaries for disposal to prevent exposure to the public or create a nuisance under both City of Salem and Cannabis Control Commission requirements.

6. Potential fiscal impact, including impact on City tax base and employment.

The most direct means of providing beneficial fiscal impact include signing a Host Community Agreement with the City of Salem to include a 3% revenue share as a Community Impact Fee, designed specifically to offset and mitigate any possible deleterious effects of their operation

Witch City Gardens expects to create between 10 to 12 full time jobs in the retail store. As current residents and business owners in Salem, the partners are proud to announce utilizing a “Advertise Local - Hire Local” strategy, where open positions shall first be advertised in media of general circulation within the City of Salem prior to greater distribution. Utilizing Kevin Talbot’s longstanding ties to the Salem trades community, the partners intend to bid as much work as possible to local companies during the build phase, and continue this system while in operation for any service needs.

<u>The Applicants proposed Marijuana Retailer is within purview of, and satisfies the Statutory and Regulatory Framework for, Adult Use Marijuana in Massachusetts as follows:</u>

The applicant has met or will meet all statutory and regulatory criteria required for eligibility to apply for a Marijuana Retailer as outlined in M.G.L. Chapter 94G, especially Sections 5, 9, and 12; and Chapter 55 of the Acts of 2017, in addition to all regulations promulgated by the Cannabis Control Commission and all other relevant entities, through diligent and careful execution of the strategies, systems, and plans outlined within this application.

Tab 5:

Managers of Witch City Gardens, LLC:

The managers of Witch City Gardens are:

A) Elizabeth Childs

38R Ocean Avenue

Salem, MA 01970

B) Kevin Talbot

134 Ocean Avenue West

Salem, MA 01970

C) Tim Haigh

38R Ocean Avenue

Salem, MA 01970

Signed_____

Elizabeth Childs for Witch City Gardens, LLC

3/27/18

October 2nd 2019

Witch City Gardens
36-38 Jefferson Avenue
Salem, Massachusetts

Plan to obtain Liability Insurance Witch City Gardens;

Witch City Gardens is working with Joanie Soucy, of Soucy Insurance Agency (85 Lafayette St, Salem, MA 01970 (978) 744-7110) to obtain general liability insurance, workers comp insurance, and property insurance.

Insurance coverages will comply with 935 CMR 500.101(1) and (2); 935 CMR 500.105(10)

Coverages will include general liability and product liability insurance coverage of no less than $1 million per occurrence and $2 million in aggregate annually. The deductible for each policy can be no higher than $5,000 per occurrence.

Tim Haigh
818-935-7407
tim@wcgsalem.com

Recordkeeping

Witch City Gardens

I. Intent

Policy To provide clear and concise instructions for Witch City Gardens, LLC. employees who will be involved with recordkeeping operations that are in compliance with the current Adult Use Marijuana regulations set forth by the Commonwealth of Massachusetts.

II. General Requirements

Procedure

WITCH CITY GARDENS will maintain and track all records in a secure manner but accessible to CCC at upon request. These records include patient records, purchases, denials of sale, any delivery options, confidentiality and retention. WITCH CITY GARDENS records are maintained as required in any section of 935 CMR 500.000. Specifically, WITCH CITY GARDENS will maintain the following records:

1. Operating procedures including security measures, employee security policies, storage of marijuana, recordkeeping and inventory protocols, plans for staffing and quality control, emergency procedures, drug-free workplace policies, patient education description, pricing standards and procedures, production and distribution policies and procedures, as required by 935 CMR 500.101(c)(7)
2. Inventory records as required by 935 CMR 500.101(1)(g)
3. Seed-to-sale tracking records for all marijuana and MIPs as required in 935 CMR 500.101(9)(c)
4. Personnel records that include job descriptions, a personnel record for each dispensary agent that includes a copy of the dispensary agent application submitted to CCC, performance evaluations, documentation of all required training and verification of reference, a staffing plan, personnel policies and procedures, and all CORI reports obtained in accordance with 935 CMR 500.101(9)(d)

5. Business records including assets and liabilities, monetary transactions, books of account, sales records, and salary and wage information as required by 935 CMR 500.101(9)(e)
6. Waste disposal records as required by 935 CMR 500.101(12)

A client record will be established and maintained for each client who obtains marijuana from the Marijuana Establishment. All entries made to the client record will be dated (date and time) and signed (electronically) by the authorized Marijuana Establishment agent making the entry and will include the Marijuana Establishment agent identification number. An entry within the client record will be made to reflect each purchase or denial of sale as well as educational materials provided. This data will also be analyzed to monitor the performance of the Marijuana Establishment and improve the variety of services offered.

All systems accessed by Marijuana Establishment agents will be password protected. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Marijuana Establishment Manger and Executive Management Team. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.

1.0 PURPOSE

To provide Witch City Gardens, LLC (WCG) guidelines and procedures for controlling personnel access to company facilities.

2.0 SCOPE

The procedures outlined in this document are applicable to all WCG employees, contractors, vendors, visitors and customers.

3.0 BACKGROUND

3.1 M.G.L.A. c. 94G, § 12 General Marijuana Establishment Operation and 935 CMR 500.000 Adult Use of Marijuana establish the legal requirement that no one under the age 21 years old be allowed access to any facility in which marijuana plants are cultivated or processed, or any facility in which marijuana or marijuana infused products are stored or sold.

3.2 The law also provides that (with the exception of with the exception of business partners, approved contractors\vendors, regulatory inspectors and emergency services personnel responding to actual emergency conditions at the facility) visitors are not permitted at any facility in which marijuana plants are cultivated or processed, or any facility in which marijuana or marijuana infused products are stored or sold.

3.3 All visitors must be signed in, issued a temporary badge and escorted by an authorized WCG employee or onsite contractor all times while within WCG facilities.

4.0 RESPONSIBILITIES

4.1 WCG Management shall:

a. Ensure that all employees are a least 21 years of age prior to their employment with the company.

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b. Include language in the service agreement with all approved contactor\vendor companies that states "No [contractor\vendor company name] employee under the age of 21 years old will be allowed to work or perform services at any WCG facility."

c. Ensure all employees and onsite contractors are trained in the access control procedures for WCG company facilities.

4.2 Employees and onsite contractors shall:

a. Follow WCG personnel access control procedures and ensure no one under the age of 21 years old is allowed access to any WCG facility.

b. Not allow any non-business related visitor(s) access to any WCG facility.

c. Check the approved government issued photo identification of every customer, contractor\vendor or visitor before allowing them access to any WCG facility.

i. ID must be current and not expired.

ii. Photo on the ID must match the person presenting it.

iii. Any ID that appears to have been altered may not be accepted as proof of identification.

iv. Acceptable forms of identification include:

- State issued driver license
- State issued identification card
- Passport or passport card
- Military or Department of Defense identification card

d. Ensure that non-onsite contractors and visitors are signed in and escorted at all times while within WCG facilities.

4.3 Contractor\vendor company management shall:

a. Not assign or dispatch any of their employees who are under the age of 21 years old to perform work or services at any WCG facility.

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5.0 PROCEDURES

5.1 Employee\Onsite Contractor Access

a. All employees and contractors must present their company issued access card\ID badge at a card reader controlled door prior to entering the facility or any card reader controlled door within the facility.

b. Where a dual authentication measures are employed, the person shall also enter their unique PIN number on the card reader PIN pad.

c. Tailgating – the following of another person into a facility or access controlled area without scanning your access card – is strictly prohibited. All persons must wait for the card reader to reset and then present their access card (and enter PIN, if appropriate) before proceeding through the door.

d. Employees and onsite contractors shall not lend their access card to or share their PIN number with any other person for the purpose of allowing that person to gain access to any WCG facility or internal controlled area door.

e. Employees and onsite contractors shall wear their company issued ID badge in a clearly visible location on their outermost garment at all times while within WCG facilities.

f. Employees and contractors shall immediately report any lost or stolen company issued access card\ID badge to WCG management.

5.2 Customer Access Control

a. Refer to Annex A – Customer Access Control for process steps.

b. A full size copy of the process flowchart shall be posted at the security desk and retail counter.

5.3 Contractor and Vendors

a. Contractors and vendors are considered visitors for access control purposes.

5.4 Regulatory Inspectors

a. Regulatory inspectors are considered visitors for access control purposes.

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5.5 Law Enforcement and Fire Department Personnel

a. With the exception of law enforcement and fire department personnel responding to actual emergency conditions at the facility, police and firefighters are considered visitors for access control purposes.

5.6 Visitor Access Control

a. Refer to Annex B – Visitor Access Control for process steps.

b. All visitors must be signed in and escorted at all times while within WCG facilities.

c. All visitors must sign in and out at the retail store security desk.

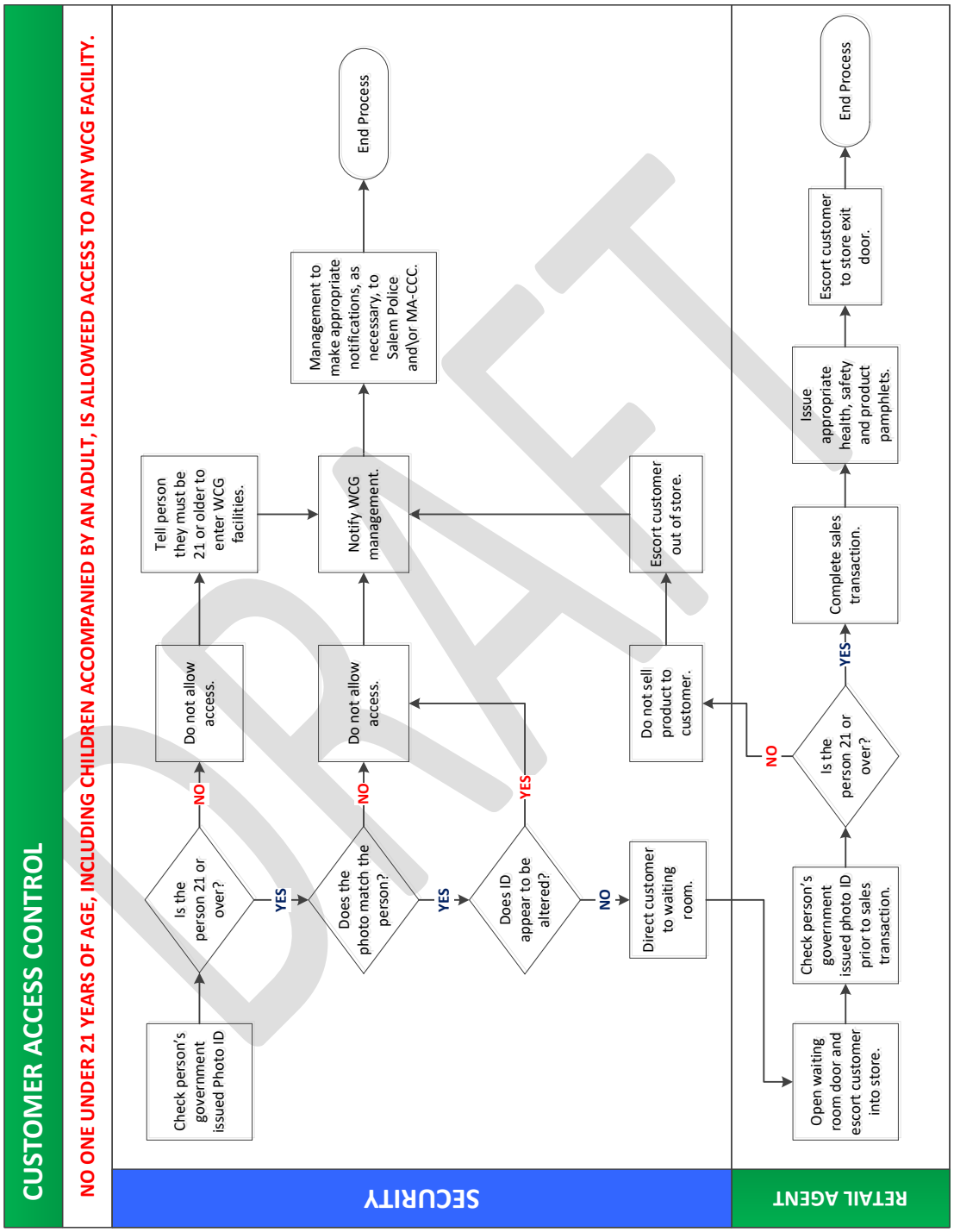
d. A full size copy of the process flowchart shall be posted at the security desk and retail counter.

5.7 Exceptions

a. These procedures do not apply to emergency services (police, firefighters and ambulance\emergency medical services) personnel responding to actual emergency conditions at the facility.

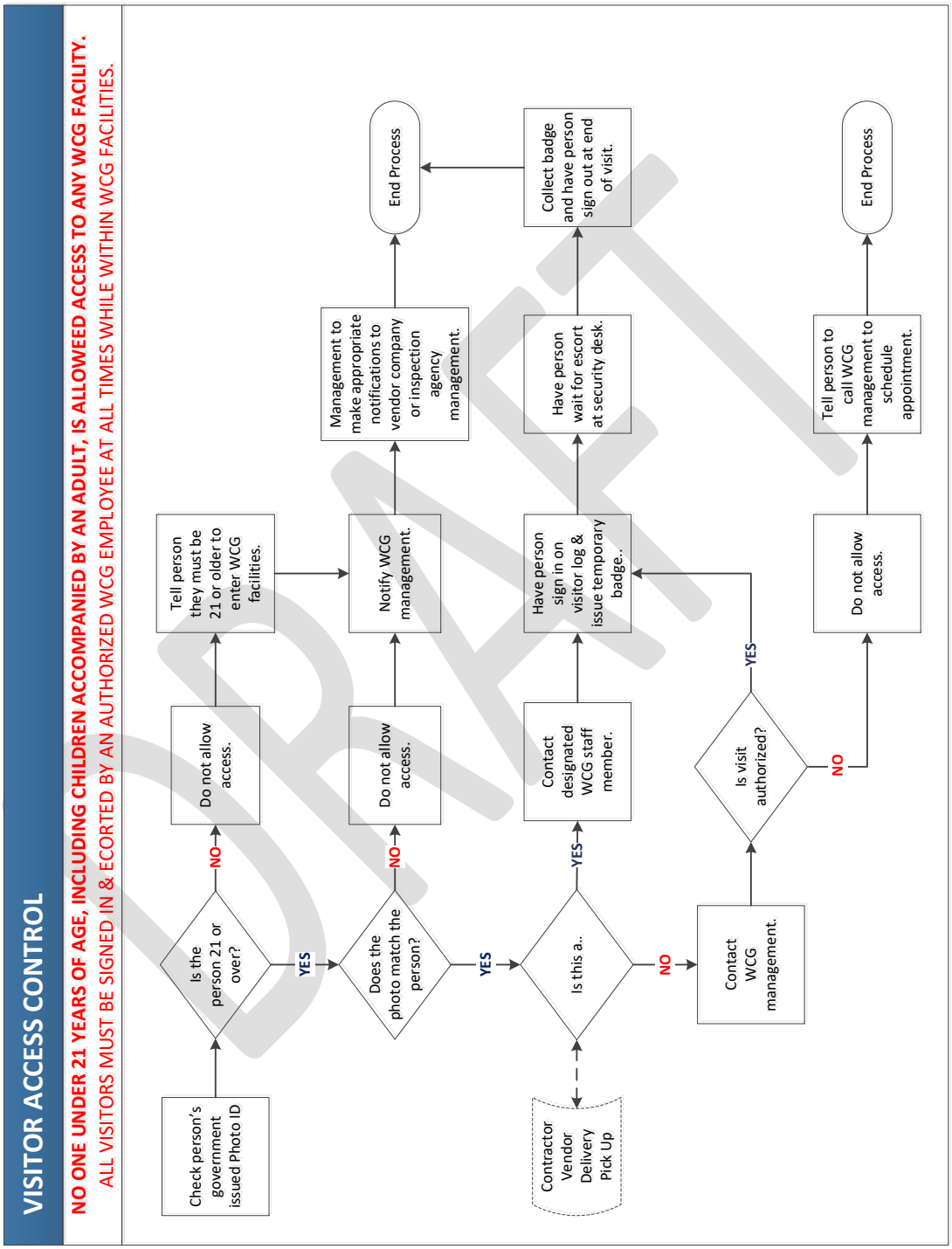
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ANNEX A – CUSTOMER ACCESS CONTROL



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ANNEX B – VISITOR ACCESS CONTROL



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ANNEX C – VISITOR SIGN-IN SHEET

Witch City Gardens Visitor Sign-In Sheet

Date	Name (First. Last)	Company\Affiliation	Purpose	Time In	Time Out
Person Being Visited		Notes			

Date	Name (First. Last)	Company\Affiliation	Purpose	Time In	Time Out
Person Being Visited		Notes			

Date	Name (First. Last)	Company\Affiliation	Purpose	Time In	Time Out
Person Being Visited		Notes			

Date	Name (First. Last)	Company\Affiliation	Purpose	Time In	Time Out
Person Being Visited		Notes			

Date	Name (First. Last)	Company\Affiliation	Purpose	Time In	Time Out
Person Being Visited		Notes			

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Witch City Gardens

EMPLOYEE TRAINING AND QUALIFICATIONS PLAN

1. Employee Training

WITCH CITY GARDENS employee training is in compliance with 935 CMR 500.105(2). All owners, managers, and employees will be required to maintain a current Responsible Vendor Training Program certification from a CCC-accredited training provider. Responsible Vendor Program documentation will be retained for four years.

WITCH CITY GARDENS will ensure that all dispensary agents complete training prior to performing job functions, Training shall be tailored to the roles and responsibilities of the job function of each dispensary agent, and at a minimum must include training on confidentiality, products and the production process, safe use and storage best practices, ID verification and anti-diversion training, as well as other topics specified by the CCC.

At a minimum, staff shall receive 8 hours of on-going training annually, and an additional full-day orientation and onboarding procedure prior to their first full day of work. This orientation and onboarding will include shadowing existing employees, training in workplace health and safety, coverage of emergency procedures, inventory control processes, and general cannabis knowledge.

The HRD is responsible for researching and implementing all training opportunities for WITCH CITY GARDENS employees. Training will be interactive with both discussion and performance based components. Ongoing employee education will be provided b y existing staff and employees for departmental cross training, by outside vendors for specific equipment and protocols, and by online services as needed.

The HRD is also responsible for 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 they received said training and the topics discussed, including the name and title of presenters.

2. Qualifications

All employees must meet several standard minimum qualifications:

a) Employee's age is over 21 at time of hire.
b) All background investigations successfully completed prior to first day of work.
c) Employee is not employed by any other marijuana establishment.
d) Employee must sign an anti-diversion pledge.
e) Employee must sign a "Good Conduct" pledge.

Employees are preferred to have the following qualifications:

a) Residency in the City of Salem.
b) Residency in an Area of Disproportionate Impact.
c) 3-5 years of experience in the Cannabis Industry or other relevant sector of industry.
d) Relevant educational background (minimum High School graduate or equivalency)
e) History of community engagement and activism, especially regarding cannabis issues.

3. **WITCH CITY GARDENS: Existing Positions**

a. Chief Executive Officer (CEO)- Mrs. Elizabeth Childs will oversee the direction, strategy, and compliance.
b. Chief Operations Officer (COO)- Mr. Tim Haigh will oversee the daily operations of all aspects of the Company.
c. Director of Cultivation- Mr. Rock Davis will develop methods to increase production and quality of marijuana, manage all protocols, planning, and purchasing.
d. Chief Compliance Officer (CCO)- Mrs. Elizabeth Childs will be responsible for maintaining compliance standards. Responsible for product testing, safety and standardization.
e. Chief Financial Officer (CFO)- Mr. Kevin Talbot will provide oversight of cash management and financial reporting.
f. Facility Manager- Mr. Kevin Talbot will be responsible for repair and maintenance of all building systems.
g. Security Manager- Mr. Art Crow will be responsible for all security operations of the Company and managing all aspects of security involving personnel, product, and software for their assigned facility.
h. Human Resources Director- Mr. Tim Haigh will maintain employee files, initiate new employees, update HR manuals.

4. **WITCH CITY GARDENS: Anticipated Positions and Qualifications**

a. BUDTENDER/ DISPENSARY AGENT

Position Overview

Provide exceptional customer service, assist in inventory management, maintain overall appearance and cleanliness of the store.

Physical Requirements

- Ability to lift and carry up to 50 pounds (100 pounds with assistance)
- Ability to stand for a full, eight-hour shift
- Fine motor skills and ability to use hands and fingers to precisely and accurately fill, package, and label products
- Close visual acuity in order to read fine print on product labels and equipment screens

Requirements

- See above qualifications/ preferred qualifications for all positions.
- At least one (1) year of retail, hospitality or other customer service-focused industry experience.
- Cannabis experience a plus.
- High degree of detail orientation and a proven track record of working within strict compliance requirements
- Open schedule availability
- A friendly, team-oriented and "can-do" attitude This is a part-time position that may work a varied schedule, including days, nights weekends, weekdays and holidays, based on business need.

b. PACKAGING TECHNICIAN:

Position Overview

The Packaging Technician is responsible for the post-production handling of all manufactured products. Duties performed include the weighing, packaging, and labeling of all products.

Physical Requirements

- Ability to lift and carry up to 50 pounds (100 pounds with assistance)
- Ability to stand for a full, eight-hour shift
- Fine motor skills and ability to use hands and fingers to precisely and accurately fill, package, and label products
- Close visual acuity in order to read fine print on product labels and equipment screens

Requirements

- See above qualifications/ preferred qualifications for all positions.
- Prior packaging and inventory experience a plus
- Experience using inventory software and Excel a plus
- Must have a strong work ethic and ability to work well on a team
- Must be detail oriented and self-motivated
- Ability and willingness to work overtime a plus
- Good verbal and written skills
- Prior experience working within the cannabis industry
- High level of attention to detail
- Ability to work independently, accurately, and be flexible

- Has a motivated team player attitude

c. BOOKKEEPER:

Position Overview

Responsible for payment of all bills and entering daily ledgers.

Requirements

- See above qualifications/ preferred qualifications for all positions.
- 3 years of experience
- Bachelors degree in Accounting or Business Administration or equivalent required
- Advanced computer skills and proficiency in MS Office and QuickBooks
- Cannabis Experience- Plus
- Experience working with multiple divisions/entities.
- Fundamental knowledge of GAAP.
- Experience with current computer accounting programs and reporting tools.
- Detail and deadline-oriented.
- Strong analytical and problem solving skills.

d. RETAIL SALES MANAGER (RSM):

Position Overview

Responsible for Retail Operations.

Physical Requirements

- Able to sit, stand or walk for long periods of time.
- Able to periodically bend, reach, and squat.
- Able to physically lift at least 50 lbs.

Requirements

- See above qualifications/ preferred qualifications for all positions.
- Excellent customer communication and service skills.
- Strong interpersonal communication and conflict resolution skills.
- Passionate about serving the local cannabis community.
- Strong accounting, math and computer skills.
- Ensure the dispensary's compliance with security, inventory and local and state regulations.
- Manage and inspire internal staff to deliver the highest level of customer service.
- Ensure the safety and satisfaction of every customer and employee.
- Responsible for providing a high level of education and development for staff pertaining to cannabis strains, edibles, concentrates and consumption mechanisms.
- Create budgets and forecast sales based on principles of retail business and experience.
- Set sales, service, and profit goals and lead staff to exceed them.
- Fulfill staffing needs and coordinate scheduling.

- Communicate with and coach staff on a regular basis to ensure the dispensary's excellence in service and labor practices within the community.
- Ability to read, analyze, and interpret documents relating to dispensary performance, general business periodicals, professional journals, safety, security and technical procedures, and governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals.
- Develop operations plans and implement and manage dispensary policies and procedures.
- Document financial, Inventory and customer trends; maintain sales and purchasing reports
- Manage and maintain dispensary sales and inventory management software.
- Self-directed, organized, and detail-oriented.
- Strong problem solving and decision making skills.
- Able to work efficiently and accurately.
- Flexible, collaborative, team-oriented person with good communication skills.
- High School Diploma or GED.
- Prior experience in retail management.
- Prior experience in cannabis industry.

e. ASSISTANT SALES MANAGER (ASM):

Position Overview

Assists the RSM with Retail Operations.

Physical Requirements

- Able to sit, stand or walk for long periods of time.
- Able to periodically bend, reach, and squat.
- Able to physically lift at least 50 lbs.

Requirements

- See above qualifications/ preferred qualifications for all positions.
- Excellent customer communication and service skills.
- Strong interpersonal communication and conflict resolution skills.
- Passionate about serving the local cannabis community.
- Strong accounting, math and computer skills.
- Ensure the dispensary's compliance with security, inventory and local and state regulations.
- Manage and inspire internal staff to deliver the highest level of customer service.
- Ensure the safety and satisfaction of every customer and employee.
- Responsible for providing a high level of education and development for staff pertaining to cannabis strains, edibles, concentrates and consumption mechanisms.
- Create budgets and forecast sales based on principles of retail business and experience.
- Set sales, service, and profit goals and lead staff to exceed them.
- Fulfill staffing needs and coordinate scheduling.
- Communicate with and coach staff on a regular basis to ensure the dispensary's excellence in service and labor practices within the community.
- Ability to read, analyze, and interpret documents relating to dispensary performance, general business periodicals, professional journals, safety, security and technical procedures, and governmental regulations.

- Ability to write reports, business correspondence, and procedure manuals.
- Develop operations plans and implement and manage dispensary policies and procedures.
- Document financial, Inventory and customer trends; maintain sales and purchasing reports
- Manage and maintain dispensary sales and inventory management software.
- Self-directed, organized, and detail-oriented.
- Strong problem solving and decision making skills.
- Able to work efficiently and accurately.
- Flexible, collaborative, team-oriented person with good communication skills.
- High School Diploma or GED.
- Prior experience in retail management.
- Prior experience in cannabis industry.

f. SECURITY AGENT:

Position Overview

Protect our premises, assets, personnel, and customers. You will maintain a high visibility presence and prevent all illegal or inappropriate actions. The goal is to detect, deter, observe and report.

Requirements

- See above qualifications/ preferred qualifications for all positions.
- Proven work experience as a security guard or relevant position
- Trained security officer with diploma
- Ability to operate detecting systems and emergency equipment
- Excellent knowledge of public safety and security procedures/protocols
- Surveillance skills and detail orientation
- Integrity and professionalism
- High school degree

Executive Summary

Financial Records Management Plan

Witch City Gardens, LLC

38 Jefferson Avenue
Salem, MA 01970

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1.0 PURPOSE

To provide summary information on Witch City Gardens, LLC (WCG) Financial Records Management Plan guidelines.

2.0 REFERENCES

2.1 935 CMR 500.140(7): Additional Operating Requirements for Storefront and Delivery Retail Sale, Recording Sales

2.2 830 CMR 62C.25.1: Record Retention

2.3 DOR Directive 16-1: Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems

3.0 REQUIREMENTS

3.1 General Ledger

3.1.1 WCG shall maintain all financial management records in accordance with MA Cannabis Control Commission (CCC) and Department of Revenue (DOR) regulatory guidelines.

3.1.2 WCG shall reserve and maintain permanent books of account or records, sufficiently accurate and complete to establish the amount of gross income, deductions, credits or other matters required to be shown by the company in any return of such tax or information in sufficient detail to support tax filings, and any claim for credit, refund, or abatement.

3.1.3 WCG shall maintain the following records:

a. a cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;

b. a sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;

c. memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and

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d. a ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.

3.1.4 The retained records should contain such information as vendor/purchaser name, invoice date, product description, quantity purchased, price, amount of tax, indication of tax status, shipping details, etc.

3.1.5 Required records shall be easily locatable, organized and in such form as to enable the DOR to ascertain whether liability for tax is incurred, and if so, the amount of liability.

3.1.6 All records shall be maintained in a limited access environment and shall be accessed only by authorized personnel for work-related reasons. The financial records shall be stored in a separate locked cabinet from any other such records.

3.1.7 A record shall be maintained of the individuals who have access to the records room, their time and date of access, which files were reviewed, and a certification that the records were unaltered.

3.1.8 If any alteration to these records shall be made, both the original (which shall be marked "altered") and the new document shall be placed in the original file, along with a narrative explaining the basis for change, and a certification of the change signed by a member of the executive management team.

3.1.9 All financial records shall be kept for a period of at least 3 years, and shall be made available to the CCC and DOR for inspection on request.

3.2 Sales Tax

3.2.1 WCG shall collect MA sales tax on:

a. all marijuana sales by the cultivation facility to licensed marijuana establishments;

b. all marijuana sales to by the retail facility to authorized adult use customer; and

c. all non-marijuana products (apparel, smoking devices, cigarette papers, accessories, etc.) sold by the retail facility to authorized adult use customers.

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3.2.2 Sales tax at the current MA tax shall be applied to all sales and collected from the customer at the time of the sale or invoice payment.

3.3 Point of Sale System

3.3.1 WCG will use a point-of-sale (POS) system approved by the CCC, in consultation with the DOR, for all marijuana product sales transactions.

3.3.2 The system server shall have enough storage capacity to store all inventory and sale transactions for a minimum of 3 years.

3.3.3 Each POS transaction record must provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Detailed information required for each sales transaction includes, but is not limited to the:

a. individual item(s) sold;
b. selling price;
c. tax due;
d. invoice number;
e. date of sale;
f. method of payment; and
g. POS terminal number and POS transaction number.

3.3.4 The POS systems shall maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The records shall provide the opportunity to trace any transaction back to the original source or forward to a final total (i.e., audit trail details). Audit trail details include, but are not limited to:

a. internal sequential transaction numbers;
b. records of all POS terminal activity; and
c. procedures to account for voids, cancellations, or other discrepancies in sequential numbering.

3.3.5 The POS audit trail or logging functionality must be activated and operational at all times, and it must record:

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a. any and all activity related to other operating modes available in the system, such as a training mode; and any and all changes in the setup of the system.

3.4 Sales Suppression Applications/Devices

3.4.1 WCG shall implement protocols to prevent the introduction of sales suppression applications/devices aka "zappers" that can alter or remove sales transactions from electronic cash registers or the POS system.

3.4.2 System administrator access that would allow a user to install software or devices on the POS system server, electronic cash registers or component parts shall be limited to no more than two WCG management representatives and the company's designated IT systems administrator.

3.4.3 WCG shall conduct, at a minimum, monthly POS system checks to ensure no zapper software has been installed on the system server(s), electronic registers or component parts that could be utilized to manipulate or alter sales data. A record of the POS system checks shall be maintained for a minimum of 3 years.

3.4.4 If it is determine that software or other methods have been installed/utilized to manipulate or alter sales data, WCG shall immediately disclose the information to the CCC and DOR, cooperate in any investigation, and take such other action directed by either authority.

3.5 Income Tax Withholding

3.5.1 The WCG shall maintain the following records for all exempt and non-exempt employees:

a. the name, address, occupation and social security number of each employee;

b. the amount and date of all payments of wages, bonuses, stipends, benefits or item of value, and the period of services covered by such payments, and the amounts of tax withheld thereon;

c. employees' requests to be withheld on the basis of cumulative wages;

d. employees' withholding allowance certificates (Forms M-4 and W-4);

e. employer's copies of employees' wage and tax statements (Form W-2); and

f. copies of all withholding returns.

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3.5.2 WCG shall maintain the following records, as applicable, for all board members, volunteers, and direct-hire exempt and non-exempt contract employees who are paid by WCG and not through a contracted company that provides personnel on a temporary or permanent basis:

a. the name, address, occupation and social security number of each person;

b. the amount and date of all payments of wages, bonuses, stipends, benefits or item of value, and the period of services covered by such payments, and the amounts of tax withheld thereon;

c. persons' requests to be withheld on the basis of cumulative wages;

d. persons' withholding allowance certificates (Forms M-4 and W-4);

e. employer's copies of persons' wage and tax statements (Form 1099); and

f. copies of all withholding returns.

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1.0 PURPOSE

To Witch City Gardens, LLC policy and procedure for dispensing finished marijuana and marijuana infused products to retail customers.

2.0 SCOPE

These procedures are applicable to all Witch City Gardens agents involved in the retail sale of finished marijuana and marijuana infused products.

3.0 REFERENCES

3.1 M.G.L.A. c. 94G, Regulation of the Use and Distribution of Marijuana Not Medically Recognized

3.2 CMR 500.105, General Operational Requirements for Marijuana Establishments

3.3 935 CMR 500.160, Testing

3.4 105 CMR 300.000, Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements

4.0 FACILITY CONSTRUCTION & MAINTENANCE

4.1 Construction

4.1.1. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

4.1.2. Wherever applicable and practicable, ceramic tiles will be installed.

4.1.3. Wherever applicable and practicable, epoxy paint will used on walls, ceilings and doors.

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4.1.4. A janitors closet and/or storage closet with sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations shall be constructed in each facility.

4.2 Plumbing

4.2.1. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout cultivation and retail facilities.

4.2.2. Water for marijuana plant cultivation shall be to prevent contamination.

4.3 Storage

4.3.1. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

4.3.2. Finished products in the cultivation facility shall be stored in the cultivation facility vault.

4.3.3. Finished products in the retail facility shall be stored in the appropriate retail facility product storage safe(s).

4.3.4. Toxic materials/compounds shall be identified, held, and not stored in the same area(s) as marijuana products. A separate storage space shall be designated for these items.

4.4 Toilets

4.4.1. There shall be at least two employee toilet facilities in each of the cultivation and retail buildings.

4.5 Work Surfaces

4.5.1. Work surfaces which marijuana is prepared or processed on shall be of food-grade stainless steel construction.

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4.6 Cleanliness

4.6.1. Litter and waste shall be removed daily so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

4.6.2. Waste containing marijuana shall be disposed of in accordance with 935 CMR 500.105(12).

4.6.3. All contact surfaces, shall be maintained, cleaned, and sanitized at least once daily, or more frequently as necessary to protect against contamination.

5.0 EMPLOYEE HYGIENE

5.1.1. All agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000

5.1.2. All agents whose job includes contact with marijuana shall

a. Walk through a ceiling blower to remove potential contaminants before entering facility

b. Walk through a special container of a water/chlorine mix to kill shoe borne contaminants.

c. Wear gloves while handling plants and change gloves (as recommended) to prevent cross contamination.

d. Wear disposable/laundry approved outerwear upon entry to the facility.

5.1.3. Hand-washing stations shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

5.1.4. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

a. Maintaining adequate personal cleanliness; and

b. Washing hands appropriately. 935 CMR 500.105(3)

5.1.5. Employees with communicable diseases, including cold and flu symptoms shall not be allowed to handle marijuana products at any time.

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6.0 PROCESSING

6.1 Cultivation

6.1.1 All nutrients will be examined for content and potential contaminants.

6.1.2 All soils and growing media will be examined for content and contaminants.

6.1.3 No non-organic pesticides will be applied.

6.1.4 Filtered water will be used to prevent contamination.

6.2 Harvesting

6.2.1 Only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

a. Well cured and generally free of seeds and stems;
b. Free of dirt, sand, debris, and other foreign matter; and
c. Free of contamination by mold, rot, other fungus, and bacterial diseases.

6.2.2 All cultivated marijuana must be placed in sealed containers and placed in the quarantined area in the cultivation facility vault until positive test results have been received by the MA-CCC accredited and approved Independent Testing Laboratory prior to packaging for sale.

6.3 Packaging

6.3.1 Cultivated marijuana shall not be packaged for resale until positive test results on the batch have been received by the MA-CCC accredited and approved Independent Testing Laboratory

6.3.2 Packaging of WCG cultivated marijuana shall only be conducted in the secure processing room in the cultivation facility.

6.3.3 Packaging or un-packaging of marijuana infused products received at the retail facility shall only be conducted in the secure office area of the facility.

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7.0 TESTING

7.1 No marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by a MA-CCC accredited and approved Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

7.2 Witch City Gardens will have all cultivation batches tested by an independent testing laboratory prior to making any product available for sale.

7.3 Witch City Gardens will utilize CDX Analytics (ISO/IEC 17025:2005 Accredited Laboratory) for all MDPH required testing.

7.4 Testing of marijuana products shall be performed 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.

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

7.6 All transportation of marijuana to and from the Independent Testing Laboratory providing marijuana testing services shall comply with 935 CMR 500.105(13).

7.7 In addition to all 'in house' cultivated product, any marijuana purchased from any other grower or producer, must have a copy of that products test results available and on file for a minimum of one year.

7.8 Added to this, a system of in-house quality control will be developed prior to and resulting from laboratory test results achieved. WCG will also submit multiple samples of the same harvest to other labs to make sure the lab of our choice is returning consistent results.

7.9 WCG shall use the laboratory results to identify strengths and weaknesses of its cultivation methods, curing system and internal quality control system.

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7.10 In the event negative results are received on any marijuana or MIP batch,

a. Any failed tested product will be secondarily quarantined in a self-contained and additionally locked box within the cultivation facility vault.

b. A 'Do Not Use' orange lock-out label attached to the outside of the storage container.

c. Failed testing results must be communicated to the COO and manager on duty immediately upon receipt of the negative result.

d. The failed product and results will undergo analysis to determine if a remediation process can allow the product to continue through processing, or if it must be destroyed.

e. An investigation into the source of the contaminant will be conducted by the Cultivation Director and a report of that investigation will be submitted to the MA-CCC along with information on any remediation or plan for destruction of quarantined product within 72 hours of first notification.

f. Steps to implement a critical control point (CPI) review of SOPs and/or create additional CPIs will be conducted immediately to prevent a possible repeat contamination environment.

8.0 NOTIFICATIONS

8.1 WCG shall notify the MA-CCC within 72 hours of any event involving failed laboratory quality testing or marijuana product contamination.

8.2 Salem Police shall be notified if contamination appears to be the result of malicious activity.

9.0 DOCUMENT RETENTION

9.1 All documents relating to marijuana product quality control, testing and disposal shall be kept for a minimum of one (1) year.

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Executive Summary

Summary of Personnel Policies

Witch City Gardens, LLC

38 Jefferson Avenue
Salem, MA 01970

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1.0 PURPOSE

To provide summary information on Witch City Gardens, LLC (WCG) Personnel Policies.

2.0 REFERENCES

2.1 201 CMR 17.00: Standards for the Protection of Personal Information of MA Residents

2.2 803 CMR 2.00: Criminal Offender Record Information (CORI)

2.3 935 CMR 500.030: Registration of Marijuana Establishment Agents830 CMR 62C.25.1: Record Retention

2.4 935 CMR 500.031: Denial of a Marijuana Establishment Agent Registration Card

2.5 935 CMR 500.032: Revocation of a Marijuana Establishment Agent Registration Card

2.6 935 CMR 500.105: General Operational Requirements for Marijuana Establishments

2.7 935 CMR 500.800: Background Check Suitability Standard for Licensure and Registration

2.8 935 CMR 500.802: Suitability Standard for Registration as a Marijuana Establishment Agent

2.9 29 CFR 1910.18: Emergency Action Plans

3.0 EMPLOYMENT AT WILL

3.1 Employment at WCG is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the CEO of the company.

3.2 Either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

4.0 EMPLOYMENT REQUIREMENTS

4.1 All employees shall be a minimum of 21 years of age on their first day of employment.

4.2 All prospective employees must successfully pass all pre-employment screening, which includes:

a) Verification of authorization to work in the United States (E-Verify)

b) Employment references

c) Education verification

d) Criminal background check (Section 5, Criminal Background Checks and Information, below)

e) Suspension or revocation CCC Agent registration/license

f) Motor vehicle record (company vehicle drivers; not moving violations or driver license suspensions in previous 5 years)

4.3 Anyone who fails to successfully pass the aforementioned employment requirements may be denied employment with WCG.

5.0 CRIMINAL BACKGROUND CHECKS AND INFORMATION

5.1 A criminal background check in accordance with 803 CMR 2.00: Criminal Offender Record Information (CORI) shall be performed on prospective employees to determine their suitability for employment prior to an employment offer being made.

5.2 Offenses that shall preclude employment include:

a) Any outstanding or unresolved criminal proceeding, the disposition of which may result in a felony conviction under the laws of the Commonwealth or other Jurisdictions, but excluding any criminal proceeding based solely on a Marijuana-related offense or a violation of M.G.L. c. 94C, § 32E(a) or § 34.

b) Open Professional or Occupational License Cases.

c) An outstanding or unresolved violation of the regulations as included in 935 CMR 500.000 or a similar statute or regulations of an Other Jurisdiction, which has either (a) remained unresolved for a period of six months or

more; or (b) the nature of which would result in a determination of unsuitability for registration.

d) Submission of information in connection with an agent application, waiver request or other Commission action that is deceptive, misleading, false or fraudulent, or that tends to deceive or create a misleading impression, whether directly, or by omission or ambiguity; or making statements during or in connection with a Commission inspection or investigation that are deceptive, misleading, false or fraudulent, or that tend to deceive or create a misleading impression, whether directly, or by omission or ambiguity.

e) Felony conviction for a "sex offense" as defined in M.G.L. c. 6, § 178C and M.G. L. c. 127, § 133E or like offenses in Other Jurisdictions.

f) For trafficking crimes under M.G.L. c. 94C, § 32E, or like crimes in Other Jurisdictions, except convictions for solely Marijuana-related crimes under M.G.L. c. 94C, § 32E (a), or like crimes in Other Jurisdictions.

g) Conviction or Continuance without a Finding (CWOF) for Any Distribution of a Controlled Substance to a Minor.

h) Failure to Register as a Sex Offender in Any Jurisdiction.

i) Crimes of Domestic Violence Including, but not limited to Limited to, violation of an abuse prevention restraining order under M.G.L. c. 209A; and violation of a harassment prevention order under M.G.L. c. 258E (preceding 5 years).

j) Crimes of violence against a person or crimes of dishonesty or fraud, "violent crime" to be defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E (preceding 5 years).

k) Felony Convictions in Massachusetts or Other Jurisdictions for Crimes of Violence Against a Person or Crimes of Dishonesty or Fraud, "Violent Crime" to be Defined the same way as under M.G.L. c. 140, § 121 and M.G.L. c. 127, § 133E.

l) For delivery vehicle operators, two offenses of operating under the influence within a ten-year period; or three or more offenses within any period of time.

m) All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation.

n) Unless otherwise indicated, the limitations on the lookback period are indefinite.

5.3 Any prospective employee who does not pass the criminal background check shall not be given an offer of employment.

5.4 WCG shall conduct a criminal background check on all employees at a minimum of every two years. Any offenses identified in paragraph 5.2 above shall be grounds for immediate termination of employment.

5.5 If WCG management becomes aware of an employee committing any offense identified in paragraph 5.2 above during anytime of their employment, the employee shall be subject to immediate termination.

5.6 WCG management shall notify the CCC in writing within 10 days of any employee agent charge or conviction of an offense that would result in a presumptive negative suitability determination or mandatory disqualification under 935 CMR 500.801.

6.0 DRUG AND ALCOHOL FREE WORKPLACE

6.1 WCG shall maintain a drug and alcohol free work environment that is safe and productive for employees and others having business with the company.

6.2 The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug while performing services for the company is strictly prohibited.

6.3 The misuse of legal drugs (prescription medication) while on company premises or while performing services for the company is prohibited.

6.4 Reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours is prohibited.

6.5 The consumption marijuana products, including smoking marijuana flowers/buds or consuming edible marijuana infused products on the premises is prohibited.

6.6 Substance abuse testing may be conducted:

a) In conjunction with or after any safety related incident resulting in personal injury; or

b) After a vehicle accident involving a company vehicle.

7.0 WORKPLACE VIOLENCE PREVENTION

7.1 WCG is committed to providing a safe, violence-free workplace for all employees, contractors, and customers. To this extent, WCG has a no tolerance policy for all forms of workplace violence.

7.2 Harassment, threats, threatening language, any other acts of aggression or violence made toward anyone in the workplace will not be tolerated.

7.3 A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purpose of intimidation.

7.4 All threats will be promptly investigated by WCG management.

7.5 No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

8.0 PROHIBITION OF WEAPONS IN THE WORKPLACE

8.1 The possession of weapons on company property, including within buildings, parking lots or company vehicles is prohibited.

8.2 Employees may not carry a weapon of any type while on duty.

8.3 Prohibited weapons include, but are not limited to:

a) Handguns, rifles and shotguns

b) Knives designed to be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks).

8.4 Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

9.0 SMOKE FREE WORKPLACE

9.1 It is prohibited to smoke tobacco products or e-cigarettes (et al) within any WCG building or company vehicle.

9.2 Smoking shall only be permitted in designated outdoor smoking areas that are not less than 25 feet from a building entrance.

9.3 Expended tobacco products shall be extinguished and disposed of in the tobacco ash receptacles in the designated smoking areas.

10.0 WORKPLACE SAFETY

10.1 WCG has developed comprehensive policies and procedures that provide for a safe and secure workplace that is compliant with all CCC, Occupational Health and Safety Administration (OSHA), State, and City of Salem workplace safety and security guidelines. These guidelines include, but are not limited to:

a) Emergency Action Plans in accordance with OSHA standards.

b) Hazardous material (Hazmat) storage and handling procedures, including Hazmat spill/leak response procedures.

c) Fire protection and response procedures.

d) Food safety and contamination prevention procedures.

e) Security measures in compliance with 935 CMR 500.110.

f) Employee security policies, including personal safety and crime prevention techniques.

10.2 All employees shall receive training on the company's safety and security policies and procedures as part of their new hire orientation training; with job specific training provided in accordance with an employee/agent's position duties and responsibilities.

10.3 Employees are required to report actual or suspected safety and security policy/procedure violations or concerns to their WCG manage.

10.4 Any willful unsafe acts on the part of any employee shall result in disciplinary action, up to and including termination of employment.

11.0 AGENT TRAINING

11.1 All employees shall receive a minimum of 8 – 16 hours of on-the-job training (OJT) before working in their assigned position.

11.2 OJT shall be tailored to the roles and responsibilities of the job function of each employee.

11.3 WCG agents responsible for the cultivation, sale, and/or sale marijuana or marijuana infused products shall complete Responsible Vendor Training Program under 935 CMR 500.105(2)(b) within 90 days of employment.

11.4 After initial successful completion of a Responsible Vendor Training Program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".

11.5 Agents responsible for tracking and entering product into the Seed-to-Sale SOR must receive training in a form and manner determined by the Commission.

11.6 At a minimum, staff shall receive eight hours of ongoing training annually.

12.0 POLICY AND PROCEDURE COMPLIANCE

12.1 All employees are expected to comply with all company policies and procedure as they pertain to general business operations, safety, security, and their specific job duties and responsibilities.

12.2 Employees who violate company policy or procedures shall be subject to disciplinary actions, up to and including termination of employment and loss of their CCC Agent registration.

12.3 All employees are encouraged to make recommended changes to WCG management on policy and procedure that may help to improve the business process, workplace safety and security, and/or regulatory compliance.

13.0 PERFORMANCE REVIEWS

13.1 Employees shall receive annual performance reviews from their immediate supervisor or designated WGC manager. The performance review shall grade the employee.

13.2 Employees who do receive a non-positive review in 2 or more areas may be issued a performance improvement plan (PIP) to have them with improvement in those areas.

14.0 DISCIPLINARY ACTIONS

14.1 All employees are expected to comply with WCG's standards of behavior and performance and to correct any noncompliance with these standards.

14.2 The company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. These steps include:

a) Verbal counseling

b) Written counseling

c) Written warning

d) Performance improvement plan (PIP)

e) Suspension

f) Termination of employment

14.3 All disciplinary actions shall be documented on the company's disciplinary action for. PIP's shall be in the form of a written document/memorandum to the employee outlining specific actions to be taken to improve performance, and consequences for failure to improve.

15.0 TERMINATIONS

15.1 Employees and agents may be involuntarily terminated for:

a) Diversion of marijuana, which shall be reported to law enforcement officials and to the Commission.

b) Engaging in practices that violate WCG business practices and compliance with regulatory requirements, which, shall be reported to the CCC.

c) Being 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 any Other Jurisdiction; or other offense as outlined in paragraph 5.2 above.

d) Failure to pass Responsible Vendor Training (agents).

e) Refusal to submit to required substance abuse testing.

f) Engaging in willful unsafe conduct in the workplace.

g) False statements on an employment or agent registration application.

15.2 All registered agent terminations, whether voluntary or involuntary, shall be reported to the CCC within one day of the agent's termination.

15.3 Wherever possible, registered agent identification cards will be collected by WCG management at the time of the agent's termination and returned to the CCC.

16.0 CONFIDENTIALITY

16.1 All WCG personnel records are considered confidential and the information contained therein shall only be accessible to WCG management representatives on a need to know basis for personnel matters.

16.2 It is a violation of 201 CMR 17.00: Standards for the Protection of Personal Information of MA Residents to share personally identifiable information (PII).

16.3 Personally identifiable information is defined as "a Massachusetts resident's first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident"

a) Social Security number;

b) Driver's license number or state-issued identification card number; or

c) Financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account;

d) Provided, however, that "Personal information" shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

e) This includes any employee, contraction, or customer PII stored in written or digital (computer) data format.

16.4 WCG shall take all reasonable measures outlined in 201 CMR 17.03: Duty to Protect and Standards for Protecting Personal Information to protect and prevent the unauthorized release or disclosure of PII.

16.5 Employees shall not release PII to anyone. Except that WCG management may release such PII in support of investigations by law enforcement agencies and CCC.

16.6 Any intentional or accidental release of PII in violation of 201 CMR 17.03 shall be reported within 24 hours to the CCC, MA Office of Consumer Affairs, and the person whose information was released.

16.7 Any employee or contractor who releases PII in violation of 201 CMR 17.03 shall be subject to disciplinary actions, up to and including termination of employment.

17.0 RECORDS MANAGEMENT

17.1 Personnel and training records shall be retained in a locked cabinet in the management office.

17.2 At a minimum, all personnel records, including but not limited to, applications, background checks, verifications, annual reviews, and disciplinary actions shall be maintained for a minimum of seven years.

17.3 At a minimum, all training records, including Responsible Vendor Training, OJT, and ongoing annual training shall be maintained for four years.

17.4 In the event an employee is the subject of an ongoing CCC or criminal investigation that extends past the aforementioned record retention guidelines, the employee's records shall be retailed for a minimum one year after completion of the investigation.



Diversity Plan

Witch City Gardens, LLC

38 Jefferson Avenue
Salem, MA 01970

1.0 PURPOSE

To provide guidelines on Witch City Gardens, LLC (WCG; the Company) Diversity Plan to promote equality and equity in its workplace and business operations.

2.0 STATEMENT OF AFFIRMATION

2.1 WCG acknowledges and is aware, and 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; and

2.2 Any actions taken, or programs instituted by the Company in this plan, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

3.0 PLAN DEMOGRAPHICS

3.1 Minorities,

3.2 Women,

3.3 Veterans,

3.4 People with disabilities; and

3.5 People of non-normative gender identities and LGBTQ sexual orientations.

4.0 GOALS

4.1 WCG will strive to achieve a workplace demographic that is comprised of:

a. 10 - 15% persons with disabilities;

b. 40% persons who are minorities, veterans, and people of non-normative gender identities, and LGBTQ; and

c. 50% women.

4.2 Increase the number of individuals in the aforementioned demographics in supervisory and management level positions.

5.0 PROGRAMS

5.1 Recruitment and Hiring Program

5.1.1 To promote equality within WCG's recruitment and hiring program, the Company will target recruitment and hiring efforts to people identified in the plan demographics. To this extent, the Company will, in addition to posting job openings on its website and other media, provide job posting information to diverse organizations, including but not limited to:

a. MassHire North Shore Career Center – Salem and Lynn;

b. Disabled American Veterans - MA;

c. Northeast Arc (letter at Attachment A); and

d. New England Diversity Council.

e. In the event sufficient applicants are not received through the company's aforementioned hiring and recruitment program, WCG will expand its recruitment efforts to other areas/organizations to increase the applicant pool to meet company's diversity plan goals.

5.1.2 During the hiring process, preference will be given to employment candidates falling into the aforementioned demographics, who possess the work experience/skills of the position(s) they are applying for, or demonstrate an ability to be trained for the position.

5.2 Ensuring Equity in Outcomes

To promote equity within the workplace and provide all employees with the tools necessary to achieve success and advance to supervisory and management level positions, WCG will:

a. Institute an employee review process focused on job skills and performance, with positive recommendations for improvement, where necessary;

b. Provide regular coaching and counseling to employees who demonstrate leadership skills and/or express a desire to advance to supervisory or management level positions.

c. Provide continuing training opportunities through paid attendance to conferences or career development workshops; with a goal of at least 2 of non-supervisory/management level employees in the aforementioned plan demographics attending these events annually.

d. Where two (2) or more employees apply for a supervisory/management level position opening and they possess equal experience/skills/background for the position, preference will be given to the employee who falls into one of the aforementioned plan demographics.

e. Provide unconscious bias training to all employees regarding inclusion in the workplace.

6.0 PLAN MEASUREMENTS

6.1 Recruitment and Hiring Program

a. Conduct quarterly job posting reviews to ensure all open positions are posted with all organizations listed in paragraph 5.1.1 Recruitment and Hiring Program, above.

b. Conduct quarterly workplace demographic reviews to determine the makeup of the workforce in percentages of minorities, women, veterans, people with disabilities, and people who are LBGTQ and/or identify as a non-normative gender identity; and identify areas for improvement (if necessary).

c. Conduct quarterly reviews of applications –v– new hires to determine if persons falling into the aforementioned demographics were given hiring preference when all other experience/skills were equal among two (2) or more applicants; and identify areas for improvement (if necessary).

d. Recruitment and hiring efforts will be rated individually as a percentage of the whole workforce. The scores will then be combined and divided by 2 to determine an overall score for the program. A score of 90% or greater in either area will mean that efforts were successful for that area. A combined score of 90% or higher will mean the recruitment and hiring program was successful.

6.2 Ensuring Equity in Outcomes

a. Conduct annual reviews of the employee performance review process to ensure all employees were given their annual performance review in a timely manner. Percentage rating on how many employees received timely reviews. A rating of 90% is considered successful.

b. Conduct annual anonymous employee surveys to determine if employees feel welcome in the workplace and that they feel management has provided them with the coaching, counseling and the tools necessary to be successful. Percentage rating. If 80% of employees feel welcome and that they have been presented with the tools to become successful, the area will be considered successful.

c. Review annual employee paid attendance at training workshops and/or conferences. A minimum of two (2) non-management level employees in the aforementioned demographics should attend paid trainings per year. Measures in actual attendance numbers.

d. Review internal promotions to determine how many employees applied for a supervisory/management level position opening and how many in the aforementioned plan demographics were promoted to supervisory/management level positions. Percentage rating based on number of supervisory positions –v– number of employees in the aforementioned plan demographics who were promoted to these positions. The program will be considered successful if 50% of promotions are people who fall within the plan demographics.

6.3 Reporting

a. WCG will conduct quarterly reviews of its Diversity Program efforts to monitor plan success and identify areas for improvement, where necessary.

b. WCG will prepare an annual metrics report providing detailed graphic information on its programs and measurements, and program improvement efforts (as necessary).

c. WCG shall submit its Diversity Plan metrics to the Commission with its annual licensure renewal application, and each year thereafter.

NortheastArc

Changing lives. Discovering abilities.

Tim Haigh
Witch City Gardens
36-38 Jefferson St
Salem, MA 01970

November 27, 2019

Tim,

Thank you for reaching out to the Northeast Arc in regards to our Employment Programs.

Northeast changes the lives of over 15,000 people with intellectual and developmental disabilities and autism each year. One program Northeast Arc offers is to assist people through our Employment Training, Placement and Support Services. Northeast Arc is currently actively supporting over 200 people in the greater Salem area in identifying job opportunities, developing job skills and providing hands-on training to people recently hired into businesses.

Northeast Arc welcomes opportunities to introduce prospective employees with employers. Many of the job duties and responsibilities described at Witch City Gardens pair with skills of the people we support, and would require minimal training time.

Northeast Arc Job Development Staff would work with Witch City Gardens once job descriptions are developed and needs identified. Job Developers will introduce prospective candidates for interview process. Our Job Coaches will help with the employment process, including required trainings and background checks. They also will provide hands on training to people supported until both they and supervisors are comfortable with skill level and task completion. This is of no charge to the business.

Thank you for thinking of people supported at the Northeast Arc and I look forward to working with Witch City Gardens in the future.

Timothy J. Brown
Director of Innovation and Strategy
Northeast Arc