



## Massachusetts Cannabis Control Commission

### Marijuana Transporter with Other Existing ME License

#### General Information:

License Number: MX281418  
Original Issued Date: 06/14/2023  
Issued Date: 06/14/2023  
Expiration Date: 06/14/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Blossom Flower LLC

Phone Number: 413-250-6104 Email Address: damaris.aponte42@gmail.com

Business Address 1: 1 Cabot Street

Business Address 2:

Business City: Holyoke

Business State: MA

Business Zip Code: 01040

Mailing Address 1: 16 MAYER DR

Mailing Address 2:

Mailing City: Holyoke

Mailing State: MA

Mailing Zip Code: 01040

### MARIJUANA ESTABLISHMENT LICENSE INFORMATION

License or Application Number: MDA1271

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business, Woman-Owned Business

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control:

100

Role: Owner / Partner

Other Role:

First Name: DAMARIS

Last Name: APONTE

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: DAMARIS

Last Name: APONTE

Suffix:

Marijuana Establishment Name: Blossom Flower LLC

Business Type: Other

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

Individual 2

First Name: DAMARIS

Last Name: APONTE

Suffix:

Marijuana Establishment Name: Riverside Cannabis LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Holyoke

Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Cabot St

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 2000

How many abutters does this property have?: 30

Have all property abutters have 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 |
|--|--------------------------|------|--------------------------|-------------|
| Plan to Remain Compliant with Local Zoning | BF local zoning.pdf      | pdf  | 63ac7f5f5225350008557eac | 12/28/2022  |
| Community Outreach Meeting Documentation   | original_msg (2).eml.pdf | pdf  | 63daa648a6f09f000867383d | 02/01/2023  |
| Community Outreach Meeting                 | original_msg (3).eml.pdf | pdf  | 63daa66aa6f09f000867385b | 02/01/2023  |

|   |                                     |     |                          |            |  |
|---|-------------------------------------|-----|--------------------------|------------|--|
| Documentation                             |                                     |     |                          |            |  |
| Community Outreach Meeting Documentation  | transportation outreach mtg (2).pdf | pdf | 63daa763a8e275000716fa61 | 02/01/2023 |  |
| Certification of Host Community Agreement | Bf trans HCA agreement.pdf          | pdf | 63e903a435eb060008884d85 | 02/12/2023 |  |
| Community Outreach Meeting Documentation  | Cannabis (1).pdf                    | pdf | 63f66c2a35eb06000892a2c3 | 02/22/2023 |  |
| Certification of Host Community Agreement | Cannabis (2).pdf                    | pdf | 63ff5b943a44570008a08133 | 03/01/2023 |  |

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 | Bf trans PIP.pdf | pdf  | 63e90026a8e2750007221eea | 02/12/2023  |

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: DAMARIS

Last Name: APONTE 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 |
|--|--------------------------------|------|--------------------------|-------------|
| Department of Unemployment Assistance - Certificate of Good standing | Bf unemployemnt letter.pdf     | pdf  | 63ac81d0a0fd020008e9d709 | 12/28/2022  |
| Articles of Organization   | BF articles organ.pdf          | pdf  | 63ac8228a0fd020008e9d7b3 | 12/28/2022  |
| Bylaws   | BF operating aggre.pdf         | pdf  | 63ac8299522535000855893a | 12/28/2022  |
| Department of Revenue - Certificate of Good standing                 | Bf cert good standing 2023.pdf | pdf  | 63beaefc5225350008635a60 | 01/11/2023  |
| Secretary of Commonwealth - Certificate of Good Standing             | BF dor cer good.pdf            | pdf  | 63beaf63ae7864000830ca7d | 01/11/2023  |

No documents uploaded

Massachusetts Business Identification Number: 001438198

Doing-Business-As Name:

DBA Registration City: Holyoke

### BUSINESS PLAN

Business Plan Documentation:

| Document Category            | Document Name   | Type | ID                       | Upload Date |
|------------------------------|---|------|--------------------------|-------------|
| Plan for Liability Insurance | BF liability ins.pdf                                      | pdf  | 63ac84225225350008559056 | 12/28/2022  |
| Business Plan                | Blossom Flower, LLC - Business Plan (Transporter) (1).pdf | pdf  | 63bded58ae786400083091a2 | 01/10/2023  |
| Proposed Timeline            | BF manu proposed timeline.pdf                             | pdf  | 63c03fc45225350008652a00 | 01/12/2023  |

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category                              | Document Name                              | Type | ID                       | Upload Date |
|--|--|------|--------------------------|-------------|
| Security plan                                  | Bf trans security plan.pdf                 | pdf  | 63bdf74bae786400083096fc | 01/10/2023  |
| Personnel policies including background checks | Bf trans Personnel.pdf                     | pdf  | 63bdf76252253500086326b2 | 01/10/2023  |
| Storage of marijuana                           | Bf trans storage of marijuana.pdf          | pdf  | 63bdf864ae7864000830976e | 01/10/2023  |
| Inventory procedures                           | Bf trans Inventory Procedures.pdf          | pdf  | 63bdf8a6ae7864000830979c | 01/10/2023  |
| Record Keeping procedures                      | Bf trans record keeping.pdf                | pdf  | 63bdf8e7ae786400083097b6 | 01/10/2023  |
| Energy Compliance Plan                         | BF manu energy compliance.pdf              | pdf  | 63bdfae95225350008632809 | 01/10/2023  |
| Restricting Access to age 21 and older         | BF manu age 21plus.pdf                     | pdf  | 63bdfb12ae7864000830985f | 01/10/2023  |
| Maintaining of financial records               | blossom flower financial records.pdf       | pdf  | 63bdfc1dae7864000830997c | 01/10/2023  |
| Dispensing procedures                          | Blossom Flower dispensing procedures.pdf   | pdf  | 63bdfca35225350008632a11 | 01/10/2023  |
| Qualifications and training                    | BF manu qualifications and training.pdf    | pdf  | 63bdfbeae78640008309ba4  | 01/10/2023  |
| Transportation of marijuana                    | Bf trans transp. marijuana.pdf             | pdf  | 63bdf6cae78640008309c1e  | 01/10/2023  |
| Quality control and testing                    | BF transport quality control.pdf           | pdf  | 63e8ff6da8e2750007221e73 | 02/12/2023  |
| Diversity plan                                 | Bf transpo diversity plan.pdf              | pdf  | 63e8ffb335eb0600088849eb | 02/12/2023  |
| Prevention of diversion                        | Blossom Flower_Prevention of Diversion.pdf | pdf  | 63e8ffc1a8e2750007221e93 | 02/12/2023  |

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

|                         |                       |
|-------------------------|-----------------------|
| Monday From: 8:00 AM    | Monday To: 8:00 PM    |
| Tuesday From: 8:00 AM   | Tuesday To: 8:00 PM   |
| Wednesday From: 8:00 AM | Wednesday To: 8:00 PM |
| Thursday From: 8:00 AM  | Thursday To: 8:00 PM  |
| Friday From: 8:00 AM    | Friday To: 8:00 PM    |
| Saturday From: 8:00 AM  | Saturday To: 8:00 PM  |
| Sunday From: 8:00 AM    | Sunday To: 8:00 PM    |

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

Blossom Flower, Manufacturing at 1 Cabot St in Holyoke, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

### **Ordinance**

We are going to comply with Holyoke ordinance Section 7-10 allows Recreational Marijuana Establishments, including Cultivation Product Manufacturing and Retail in the ("IG") General Industrial Zoning district. 1 Cabot St is located in the IG district and is compliant with all physical siting requirements outlined in the Ordinance.

A Special Permit from the Holyoke City Council is also required. We have applied for a Special Permit from the City Council. Special Permits do not expire unless a change of use occurs.

### **Ongoing Compliance**

We are committed to remaining in compliance with all local codes, ordinances, and bylaws. Our Team is in regular contact with and will remain in contact with the Mayor's office, Planning Dept., and other applicable municipal officials to ensure that there is an open line of communications. We will remain up to date with all zoning ordinance changes and requirements to ensure that Applicant remains in compliance.

10:27



[www.wma.us/titantalks](http://www.wma.us/titantalks)

10 • JANUARY 13, 2023 • The Holyoke Sun

**COMMUNITY  
OUTREACH MEETING**

Blossom Flower LLC, a proposed marijuana transportation business will hold a Community Outreach Meeting on **Friday, January 27, 2023 at 5:30 p.m.** in the parking lot of the proposed location: **1 Cabot Street Holyoke, MA 01040.**

There will be an opportunity for the public to ask questions. If you are unable to attend, please email:

damaris.aponte42@gmail.com  
1/13/2023

**Commonwealth of  
Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758  
Docket No. HD22P2194EA  
Estate of:  
Barbara V Brown  
Date of Death: 07/06/2022**

**CITATION ON PETITION FOR  
FORMAL ADJUDICATION**

To all interested persons:  
A Petition for S/A - Formal Probate of Will with Appointment of Personal Representative has been filed by Linda S St. Jock of East Longmeadow MA requesting that the Court enter a formal Decree and Order and for such other relief as requested in the

Personal Representative of the estate to serve **without surety** on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.  
1/13/2023

**Notice To Bidders  
BID # 2023-011SD**

**City of Holyoke School  
Department, 56 Suffolk  
Street, Holyoke MA 01040**

The City of Holyoke, on behalf of the Holyoke Receiver, hereby invites the submission of sealed bids from reputable and qualified bus transportation compa-

**Eric Robert Destromp  
Date of Death: 02/06/2022  
CITATION ON PETITION FOR  
FORMAL ADJUDICATION**

To all interested persons:  
A Petition for **Formal Adjudication of Intestacy and Appointment of Personal Representative** has been filed by **Jeffrey Destromp of Holyoke MA** requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.

The Petitioner requests that: **Jeffrey Destromp of Holyoke MA** be appointed as Personal Representative(s) of said estate to serve **Without Surety** on the bond in **unsupervised administration.**

**IMPORTANT NOTICE**

**You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 02/02/2023.**

**This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an affidavit of objections within thirty (30) days of the return**

Evergreen Industries L  
1 Cabot St (048-01-0  
operate a marijuana c  
tion establishment. M  
will take place at Holyok  
Hall 536 Dwight St ar  
be accessed remote  
www.zoom.us Meeting I  
8284 1797 Meeting Pas  
396928 or by call in at  
558-8656 with same M  
ID and Passcode. Writte  
lic comment can be sub  
to publiccomment@hc  
org. For more informat  
this hearing or for an  
tronic copy of the appl  
please contact City C  
Admin Asst Jeffery And  
Burgos at Ande  
BurgosJ@holyoke.org  
phone 413-322-5525.

Ordinance  
Linda

1/06, 1/13/2023

**Notice of Public He**

The Ordinance Com  
of the Holyoke City C  
will hold a public hear  
**Tuesday, January 24,**  
**at 6:30pm** to hear a s  
permit application of I  
Element LLC at 1 Ca  
(048-01-010) for a ma  
manufacturing establish  
Meeting will take pla  
Holyoke City Hall 536 I  
St and can be acc  
remotely via www.zo  
Meeting ID 826 8284  
Meeting Passcode 3  
or by call in at 1-644  
8656 with same M

12:47



## outreach meeting

Inbox



me 10:21 AM

to mcgeeb ▾



Good Morning Brenna,

I had an outreach meeting on January 27th at 1 Cabot St. in Holyoke for Blossom Flower transportation. I apologize for not letting you know in advance, I thought I had sent you an email. This email is letting you know about the outreach meeting that happened. It was posted in the Holyoke Sun on 1/13/23 two weeks in advance and abutters were notified. It is the same space as the operator and manufacturing business.

Thank You



THIS NUMBER  
HAS BEEN EST...



Blossom Flower LLC  
1 Cabot Street  
Holyoke, MA 01040

To: Abutters within 300' of 1 Cabot Street, City Clerk, Planning Dept, and Mayor's Office:

January 10<sup>th</sup>, 2023

We are giving notice that a Community Outreach Meeting for Blossom Flower LLC, a proposed marijuana transportation business, is scheduled for **January 27th, 2023, at 5:30 pm** at the parking lot of the proposed location: **1 Cabot Street Holyoke, MA 01040**. There will be an opportunity for the public to ask questions. If you are unable to attend, please reach out to: damaris.aponte42@gmail.com

Sincerely,

Damaris Aponte

**HOST COMMUNITY AGREEMENT**  
**ADULT USE MARIJUANA ESTABLISHMENT**  
**LICENSE CLASSES: Transportation**

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties (the Effective Date"), by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and Blossom Flower LLC whose principal office is located at 1 Cabot St. Hy, MA 01040 (the "OPERATOR").

**WHEREAS**, the OPERATOR proposes to locate an Adult Use Marijuana Establishment at 1 Cabot St. Hy MA 01040 (the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

**WHEREAS**, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

**WHEREAS**, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

**NOW, THEREFORE**, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more Adult Use Marijuana Establishments in the CITY then, upon opening or commencement of operations, the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:



- The Host Community Fee shall be effective and required for the term of this Agreement as defined in Paragraph 18 below.
  - The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:
    - Three percent (3%) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement.
  - Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of, medical marijuana.
  - The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.
  - The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & 500.105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").
  - Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.
  - In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.
3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.
4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property



taxes for that property shall be current and paid either directly by the OPERATOR or by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.

5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full, fair market value, then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.
6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.
7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with MassHire Holyoke Career Center, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level; (2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.
8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.
9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this



Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.

10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party which shall not be unreasonably withheld conditioned or delayed. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR and/or the successors, assigns, and legal representatives of the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations, unless otherwise required under the laws of the Commonwealth.
11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations, and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.
12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the OPERATOR of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations. Upon the mutual-agreement of the CITY and the OPERATOR, this Agreement may be terminated at any time.
13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.



14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.
15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
16. **Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
17. **Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.
18. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the commencement of operations or the opening date of the Establishment (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not open or commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or effect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be prorated based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.
19. **Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.
20. **License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

**OPERATOR INFORMATION**

1. OPERATOR / ESTABLISHMENT Name: Blossom Flower LLC
2. Contact Person: Damaris Aponte
3. Telephone: 413-250-6104
4. E-mail: Damaris.Aponte42@gmail.com

IN WITNESS WHEREOF, the CITY OF HOLYOKE and OPERATOR, have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

**OPERATOR:**

Name (print):

Damaris Aponte

Signature:

Damaris Aponte

Title:

CEO

Date signed:

1-30-2023

**CITY OF HOLYOKE:**

  
Joshua A. Garcia, Mayor

Date signed:

2/3/2023

APPROVED AS TO FORM:

  
City Solicitor

Date signed:

1-31-23





## Community Outreach Meeting Attestation Form

### Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 01/27/2023
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).





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

- a. Date of publication: 1/13/23
- b. Name of publication: Holyoke Sun

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

- a. Date notice filed: 2/1/23

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

- a. Date notice(s) mailed: 01/10/2023

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

Name of applicant:

Blossom FLower LLC

Name of applicant's authorized representative:

Damaris Aponte

Signature of applicant's authorized representative:

*Damaris Aponte*





## Host Community Agreement Certification Form

### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

BLOSSOM FLOWER LLC

2. Name of applicant's authorized representative:

Damaris Aponte

3. Signature of applicant's authorized representative:

Damaris Aponte

4. Name of municipality:

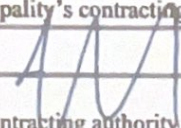
Holyoke

5. Name of municipality's contracting authority or authorized representative:

Mayor Joshua A. Garcia



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

garciaj@holyoke.org

8. Host community agreement execution date:

2/3/2023



### **Regulatory Acknowledgements:**

- The applicant 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.
- No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct program from the applicant.

### **Goals:**

1. Hire a minimum of 50% Latino and Latina residents from the City of Holyoke, an Area of Disproportionate Impact.
2. Provide monthly educational tours of the facility to local residents from underserved neighborhoods in Holyoke (such as the Holyoke Flats neighborhood).
3. Engage in quarterly community outreach by employees in Holyoke neighborhoods to disseminate educational materials on the Social Equity Program and industry opportunities.
4. Fill a container with either 50 pounds of clothing or 50 pounds of food, for donation to Holyoke residents, quarterly.

### **Programs:**

Our company's Positive Impact Plan (PIP) comprises four programs which will be implemented by company staff and management;

1. Hiring a work force with a focus on residents of the City of Holyoke, an Area of Disproportionate Impact. Jobs will be advertised as they become available (but not less than annually) via the Holyoke Enterprise.
2. Provide monthly business educational tours and workshops in our facility to connect Holyoke communities to the regulated cannabis industry. Tours will be able to accommodate no fewer than ten (10) participants. Blossom Flower and participants in the tours will follow the visitor access protocols required by 935 CMR 500.000. Tours will be advertised via flyers left at residences and via word of mouth in the Holyoke Flats. Participants must be a past or present resident of Holyoke and must also be at least 21 years of age.
3. Community outreach and engagement within the neighborhoods of Holyoke to educate residents about our Latina woman, minority, and Social Equity-owned business.
4. Food and clothing drives on site for non-monetary donations to local food bank and charitable clothing services. Blossom Flower will solicit donations from customers, employees, and individuals within the community via social media

posts (including Facebook).

**Metrics:**

- Completing an employee demographic survey to determine the number of Holyoke residents on staff;
- Documenting each monthly tour provided to Holyoke residents, including the number of participants, documentation of any training materials used during tours, and any advertisements used;
- Evidence of quarterly community outreach and dissemination of education materials about the Social Equity program and our woman, minority, and Social Equity owned business;
- Documentation of food or clothing bins collected and donated once per quarter.

Blossom Flower acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).





## 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

### Certificate of Organization

(General Laws, Chapter )

Identification Number: 0014381981. The exact name of the limited liability company is: BLOSSOM FLOWER LLC

## 2a. Location of its principal office:

No. and Street: 16 MAYER DR  
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

## 2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 16 MAYER DR  
16 MAYER DR  
City or Town: HOLYOKE State: MA Zip: 01040 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:

THIS LLC IS BEING FORMED WITH THE SOLE PURPOSE OF APPLYING FOR A LICENSE WITH  
THE CANNABIS CONTROL COMMISSION

## 4. The latest date of dissolution, if specified:

## 5. Name and address of the Resident Agent:

Name: DAMARIS APONTE  
No. and Street: 16 MAYER DR  
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

I, DAMARIS APONTE 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<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---------|--|---|
| MANAGER | DAMARIS APONTE                                 | 16 MAYER DR<br>HOLYOKE, MA 01040 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<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|-------|--|---|
|       |  |   |

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<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|-------|--|---|
|       |  |   |

9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of May, 2020,**  
**DAMARIS APONTE**  
*(The certificate must be signed by the person forming the LLC.)*



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:

May 15, 2020 03:37 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT  
OF  
BLOSSOM FLOWER LLC**

This Operating Agreement (the “**Agreement**”) of Blossom Flower LLC (the “**Company**”), executed on this August 3, 2021 and effective as of May 15, 2020 (the “**Effective Date**”), is entered into by and between the Company and Damaris Aponte, as the single member of the Company (the “**Member**”).

**RECITALS**

WHEREAS, the Company was formed as a limited liability company on March 25, 2021 by the filing of a certificate of organization (“**Certificate of Organization**”) with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Act, as amended from time to time (the “**MLLCA**”); and

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

NOW, THEREFORE, the Member and the Company agree as follows:

Section 1      **Name.** The name of the Company is Blossom Flower LLC.

Section 2      **Purpose.** The general character of the Company is to purchase and own real estate, together with any and all other lawful acts or activities for which limited liability companies may be formed under the MLLCA and to engage in any and all necessary or incidental activities.

Section 3      **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

Section 4      **Principal Office; Registered Agent.**

(a)      Principal Office. The location of the principal office of the Company shall be 1 Cabot Street, Holyoke, MA 01040, or such other location as the Member may designate.

(b)      Registered Agent. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Certificate of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

Section 5      **Members.**

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

Damaris Aponte  
1 Cabot Street  
Holyoke, MA 01040

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

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

Section 6      **Management.**

(a)      Management of the Company. The operations and affairs of the Company shall be managed by a manager (the “**Manager**”). Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of managers under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b)      Initial Manager. The initial Manager shall be Damaris Aponte.

(c)      Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one (1) or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

Section 7      **Liability of Member, Managers, and Officers;  
Indemnification.**

(a) Liability of Member, Managers, and Officers. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member, the Managers, and the Officers shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member, manager, or officer of the Company.

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

Section 8 **Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

Section 9 **Capital Contributions.** The Member may contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

Section 10 **Tax Status; Income and Deductions.**

(a) Tax Status. As long as the Company has only one (1) member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company, the Manager, nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

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

Section 11 **Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Manager, subject to the obligations of the Company and applicable law. Notwithstanding the foregoing, the Manager shall make quarterly distributions to the Member in an amount equal to the Members quarterly estimated taxes due in

connection with the Member's membership interest in the Company, which shall be estimated in good faith by the Manager.

**Section 12      Dissolution; Liquidation.**

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

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

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

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

**Section 13      Miscellaneous.**

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

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.

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

[Signature Page to Follow]

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

**The Company:**

Blossom Flower LLC

*Damaris Aponte*

---

By: Damaris Aponte

Its: Manager

**The Member:**

Damaris Aponte

*Damaris Aponte*

---



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0248179232  
Notice Date: January 10, 2023  
Case ID: 0-001-844-976



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BLOSSOM FLOWER LLC  
1 CABOT ST  
HOLYOKE MA 01040-6097

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

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

November 25, 2022

TO WHOM IT MAY CONCERN:

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

**BLOSSOM FLOWER LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 15, 2020**.

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:  
**DAMARIS APONTE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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



### **PLAN FOR OBTAINING LIABILITY INSURANCE**

Blossom Flower LLC (“Blossom Flower”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Blossom Flower will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Blossom Flower will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Blossom Flower will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

# **BUSINESS PLAN**

January 10, 2023

## EXECUTIVE SUMMARY

### **Mission Statement and Message from the CEO**

Blossom Flower, LLC (“Blossom Flower”) is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

[Include actual mission statement if applicable; alternatively, include general statement about company values or other intended positive impacts]

### **License Types**

Blossom Flower is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Transporter

### **What Drives Us**

Blossom Flower’s goals include:

1. Hiring employees and contractors from within the communities served;
2. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
3. Having a diverse and socially representative pool of employees;
4. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
5. Running an environmentally friendly Marijuana Establishment.

### **TEAM**

**Commented [TC1]:** Only include individuals that are listed in the application here. Otherwise, the Commission will issue an RFI.

### **General**

Blossom Flower has put together a team to implement the operations of the Marijuana Establishment and intends to create a number of full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over Blossom Flower team is or will be a controlling person with over more than three licenses in a particular class of license.

### **Damaris Aponte, Founder and CEO**

Blossom Flower’s founder and CEO, Damaris Aponte, is committed to the cannabis industry and to creating a company that values safe consumption and access to cannabis in a way that is socially responsible.

Damaris, a lifelong supporter of cannabis legalization, comes from a background of medical office management and working with clients. Previously, Damaris has been a community liaison for a cannabis company. In this role, she was able to create a network to support the growth and legalization of cannabis.

Damaris has attended and received certification from Holyoke Community College for culinary cannabis certificate and hydroponics course. She grew up and spent her life in the Holyoke

community and has grounded herself as a respected person of the community. Damaris is still active in the Holyoke community. She is very engaged in community outreach as well as assisting with literacy and financial classes for minorities within the community.

With Blossom Flower, she sees a realistic and unmistakably lucrative venture, as well as an opportunity to build a business that is a vehicle for positive change.

#### **COMPANY DESCRIPTION**

##### **Structure**

Blossom Flower is a Massachusetts domestic limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

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

##### **Operations**

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

Blossom Flower will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Blossom Flower will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Blossom Flower will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Blossom Flower will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure.

Blossom Flower will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

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

Prior to commencing operations, Blossom Flower will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Blossom Flower. If Blossom Flower is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Blossom Flower has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

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

### **Security**

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

Blossom Flower's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

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

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

Only Blossom Flower's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Blossom Flower will maintain a current list of individuals with access. Blossom Flower will have security personnel on-site during business hours.

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

### **Benefits to Host Communities**

Blossom Flower looks forward to working cooperatively with its host communities to ensure that Blossom Flower operates as a responsible, contributing member of those host communities. Blossom Flower has established a mutually beneficial relationship with its host communities in exchange for permitting Blossom Flower to site and operate.

Blossom Flower's host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: Blossom Flower will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Blossom Flower's security systems and processes.
5. **Responsibility**: Blossom Flower is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: Blossom Flower's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

## **MARKET RESEARCH**

### **Customers**

Blossom Flower will only sell marijuana and marijuana products to other licensed Marijuana Establishments.

### **Competitors**

Blossom Flower's competitors include other licensed marijuana transporters.

### **Competitive Advantage**

Blossom Flower possesses several strengths that separate Blossom Flower from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

### **Regulations**

Blossom Flower is a Massachusetts domestic limited liability company. Blossom Flower will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Blossom Flower will apply for all state and local permits and approvals required to build out and operate the facility.

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

### **Products & Services**

Blossom Flower will transport marijuana and marijuana products between licensed marijuana establishments in the Commonwealth.

### **Pricing Structure**

Blossom Flower's pricing structure will vary based on market conditions. Blossom Flower plans to provide products of superior quality and will price accordingly.

## **MARKETING & SALES**

### **Growth Strategy**

Blossom Flower's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs; and
3. A caring and thoughtful staff made of consummate professionals.

Blossom Flower plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

### **Communication**

Blossom Flower will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Blossom Flower will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug

Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. **KEEP THIS PRODUCT AWAY FROM CHILDREN.** There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

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

Blossom Flower will communicate with other licensed marijuana establishments through:

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

### **Sales**

Blossom Flower will sell its services by engaging customers with knowledgeable personnel and networking in the industry.

Blossom Flower will ensure that all marijuana products that are transported are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Blossom Flower will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

### **Logo**

Blossom Flower has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.



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

#### **FINAL REMARKS**

Blossom Flower has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Blossom Flower hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Blossom Flower's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Blossom Flower is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Blossom Flower looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

Blossom Flower to utilize unique-plant and unique-batch identification numbers to accurately track inventory.

Blossom Flower will:

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

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

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

{FOLLOWING FOR ME THAT IS ALSO AN MTC}

Blossom Flower will create virtual separation of its medical and adult-use products. At the point of sale, Blossom Flower will designate whether marijuana products are intended for sale for adult use or medical use through Metrc, the seed-to-sale tracking system and tracking methodology approved by the Commission.

Blossom Flower will comply with all provisions of 935 CMR 500.140(15) and 935 CMR 501.140(13). Blossom Flower will ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: *Medical Use of Marijuana*. During Blossom Flower's first six months of operations, Blossom Flower will reserve 35% of the amount of its Medical Marijuana Treatment Center inventory to ensure sufficient patient supply. After six months of operations, Blossom Flower will determine, based on recorded sales data of the previous six months, a sufficient amount of inventory to reserve for patient supply. Blossom Flower will reevaluate such reserve inventory on an ongoing basis to ensure sufficient patient supply.

Blossom Flower's reserved patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six months. In the event that a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a quarterly basis, Blossom Flower will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Blossom Flower will submit a report to the Commission.

Marijuana products reserved by Blossom Flower for patient supply will be either maintained on site at the retail facility or easily accessible at another location operated by Blossom Flower and transferable to the retail facility location within 48 hours of notification that the on-site supply has been exhausted. Blossom Flower will perform audits of patient supply on a weekly basis and retain those records for a period of six months.

#### Waste Disposal

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated from other products and destroyed in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Specifically, liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

Organic material, recyclable material, and solid waste generated at a marijuana establishment will be redirected or disposed of as follows:

1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
2. To the greatest extent feasible:
  - a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
  - b. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
3. Solid waste containing marijuana waste will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid

waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located.

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



## **Personnel Policies Including Background Checks**

### **Overview**

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

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

### **Agent Personnel Records**

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Blossom Flower and will include, at a minimum, the following:

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

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

### **Agent Background Checks**

- In addition to completing the Commission’s agent registration process, all agents hired to work for Blossom Flower will undergo a detailed background investigation prior to being granted access to a Blossom Flower facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Blossom Flower pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Blossom Flower will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Blossom Flower will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Blossom Flower will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
    - x. Any other relevant information, including information submitted by the subject.
  - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.

- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Blossom Flower or the Commission.

#### Personnel Policies and Training

As outlined in Blossom Flower's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Blossom Flower agents are required to complete training as detailed in Blossom Flower's Qualifications and Training plan which includes but is not limited to Blossom Flower's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Blossom Flower will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Blossom Flower operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



## **Recordkeeping**

### **General Overview**

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

### **Recordkeeping**

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

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Annual Report
  - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Blossom Flower.
- Personnel Records

At a minimum, Personnel Records will include:

  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Blossom Flower and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Blossom Flower will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Blossom Flower will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Incident Reporting Records
  - Within ten (10) calendar days, Blossom Flower will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Blossom Flower for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Blossom Flower's jurisdiction on request.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Blossom Flower is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - Blossom Flower will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records
  - Records that any and all of Blossom Flower's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Blossom Flower shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Blossom Flower closes, all records will be kept for at least two (2) years at Blossom Flower's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Blossom Flower will

communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

- Written Operating Policies and Procedures

Policies and Procedures related to Blossom Flower's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of Blossom Flower's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be transported, as applicable, and the form(s) in which marijuana will be transported;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Blossom Flower operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Blossom Flower, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Blossom Flower's website.
- Policies and procedures for the handling of cash including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:

- Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Blossom Flower shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

#### Record-Retention

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

## **ENERGY COMPLIANCE PLAN**

Blossom Flower LLC (“Blossom Flower”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Blossom Flower will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

### **Potential Energy-Use Reduction Opportunities**

Blossom Flower is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Blossom Flower will continue to evaluate energy-use reduction opportunities.

### **Renewable Energy Generation Opportunities**

Blossom Flower is in the process of considering opportunities for renewable energy generation (including wind and solar options). Blossom Flower’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Blossom Flower may reconsider at a future date. Blossom Flower will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

### **Strategies to Reduce Electric Demand**

Blossom Flower is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Blossom Flower will continue to evaluate strategies to reduce electric demand.

### **Opportunities for Engagement with Energy Efficiency Programs**

Blossom Flower also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to

identify other potential energy saving programs and initiatives. Blossom Flower will also coordinate with its utility companies to explore any energy efficiency options available to Blossom Flower.

## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Blossom Flower LLC (“Blossom Flower”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Blossom Flower agent will immediately inspect the person’s proof of identification and determine the person’s age.

In the event Blossom Flower discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Blossom Flower will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

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



## **Maintenance of financial records**

Per 935 CMR 500.105, records of Blossom flower will be available for inspection by the Commission, on request

The financial records of Blossom flower will be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following

- Written Operating Procedures as required by 935 CMR 500.105(1)
- Inventory Records as required by 935 CMR 500.105(8)
- Seed-to-sale Tracking Records for all Marijuana Products as required by 935 CMR 500.105(8)(e)
- (d) The following personnel records:

Per 935 CMR 500.105(9); Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions

Per 935 CMR 500.105(9); A personnel record for each Blossom flower agent.

Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Blossom flower and shall include, at a minimum, the following:

- All materials submitted to the commission pursuant to 935 CMR 500.030(2)
- Documentation of verification of references
- job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
- Documentation of periodic performance evaluations
- A record of any disciplinary action taken; and
- Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions
- Personnel policies and procedures
- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Business records, which shall include manual or computerized records of:
  - Assets and liabilities
  - Monetary transactions
  - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
  - Sales records including the quantity, form, and cost of marijuana products

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any person having direct or indirect control over the marijuana establishment.
- Waste disposal records as required under 935 CMR 500.105(12); and
- Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

### **Incident Reporting**

Per 935 CMR 500.105(9) Blossom flower will notify appropriate Law Enforcement Authorities and the Commission of any breach of security or other reportable incident defined in 935 CMR 500.110(9) immediately and, in no instance, more than 24 hours following discovery of the breach or incident. Notification shall occur, but not be limited to, during the following occasions:

- Discovery of inventory discrepancies
- Diversion, theft or loss of any Marijuana Product
- Any criminal action involving or occurring on or in the Marijuana Establishment Premises or Licensee or agent
- Any suspicious act involving the sale, cultivation, distribution, Processing or production of Marijuana by any Person
- Unauthorized destruction of Marijuana
- Any loss or unauthorized alteration of records related to Marijuana
- An alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Marijuana Establishment
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
- Any other breach of security.

Per 935 CMR 500.105(9) Blossom flower will, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate Law Enforcement Authorities were notified.

Per 935 CMR 500.105(9) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Blossom flower for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

## **QUALIFICATIONS AND TRAINING**

Blossom Flower LLC (“Blossom Flower”) will ensure that all employees hired to work at a Blossom Flower facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Blossom Flower will maintain a list of anticipated positions and their qualifications.

### **Qualifications**

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

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

### **Training**

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Blossom Flower’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Blossom Flower Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Blossom Flower or by a third-party vendor engaged by the Blossom Flower. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Blossom Flower Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

### ***Basic Core Curriculum***

Blossom Flower Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and

- Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
  - How to check identification;
  - Spotting and confiscating fraudulent identification;
  - Common mistakes made in identification verification.
  - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Blossom Flower Agents which shall include:
  - Conduct of Blossom Flower Agents;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Local and state licensing and enforcement, including registration and license sanctions;
  - Incident and notification requirements;
  - Administrative, civil, and criminal liability;
  - Health and safety standards, including waste disposal;
  - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
  - Permitted hours of sale;
  - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
  - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Blossom Flower will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Blossom Flower’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Blossom Flower Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Blossom Flower to maintain designation as a Responsible Vendor. Once the Blossom Flower Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

## **Quality Control and Testing**

### **Quality Control**

Blossom Flower LLC (“Blossom Flower”) will comply with the following sanitary requirements:

1. Any Blossom Flower agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Blossom Flower agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Blossom Flower’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Blossom Flower’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Blossom Flower will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Blossom Flower’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Blossom Flower’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Blossom Flower’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Blossom Flower will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Blossom Flower acknowledges and understands that the Commission may require Blossom Flower to demonstrate the intended and actual use of any toxic items found on Blossom Flower’s premises;

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

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

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

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

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

#### Testing

Blossom Flower will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Blossom Flower for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana- infused Products*. Testing of environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant- growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Blossom Flower acknowledges and understands that the Commission may require additional testing.

Blossom Flower's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Blossom Flower and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Blossom Flower will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Blossom Flower acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Blossom Flower's marijuana at a laboratory providing marijuana testing services will comply with 935

CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Blossom Flower for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

#### Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Blossom Flower's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Blossom Flower will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."



Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Blossom Flower will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.



## **Summary Overview**

Blossom Flower is a Social Equity-, minority-, woman-owned company seeking to open a cannabis delivery business in the city of Holyoke, Massachusetts. A lifelong resident of Holyoke, Blossom Flower's owner is committed to her company being an agent of positive change in her community, seeking to promote and ensure diversity in the workforce. Ideally, a cross-section of the individuals employed by our company will reflect the demographic make-up of the Holyoke community that we serve.

Blossom Flower is committed to creating an inclusive, respectful and safe environment that will actively confront and challenge racism, sexism, homophobia, transphobia, religious bigotry and other forms of harassment and discrimination.

## **Regulatory Acknowledgements**

Blossom Flower acknowledges 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. No actions taken or programs instituted by Blossom Flower will violate the Commission's regulations with respect to limitations on ownership, control or other applicable state laws.

Blossom Flower will implement the following Diversity Plan, which promotes and encourages equity in its operations by attracting, employing, retaining and promoting not only employees, but also board members, contractors and service providers, from diverse and "Underrepresented Communities" (women, minorities, persons with disabilities, LGBTQ+ persons and veterans), while complying with the Suitability Standards set forth in 935 CMR 500.800.

## **Goals:**

1. Blossom Flower's Diversity Plan goal is to hire and maintain a workforce that is comprised of at least 70% members of Underrepresented Communities as outlined below:
  - 60% women
  - 50% minority
  - 10% veterans
  - 10% LGBTQ+
  - 10% persons with disabilities.
2. Blossom Flower will develop a program where employees will be offered opportunities to shadow their immediate supervisor to help develop skills and gain knowledge that will help with career advancement. This shadowing period will occur

one day a week for 3 months.

**Programs:**

The following programs will help achieve our Diversity Goals:

1. Local Holyoke Job Fair  
Blossom Flower will host at least one live job fair annually in the city of Holyoke, ideally at One Cabot Street. The job fair will be advertised in English and Spanish in local print publications including the Holyoke Enterprise, as well as on social media platforms like Indeed.com and Masslive.com. The objective is to reach members of Underrepresented Communities.
2. Company Representation at Community Job Fairs  
Participate in job and recruitment fairs, no less than annually and as frequently as recruitment needs dictate, that specifically address members of Underrepresented Communities.
3. Employee Development  
Blossom Flower will develop a program where 100% of employees will shadow their immediate supervisor to help develop skills and gain knowledge that will help with career advancement.

**Metrics:**

The following metrics will be evaluated and documented annually to determine the effectiveness of our Diversity Plan efforts:

1. Completing an employee demographic survey to determine the composition of our workforce;
2. Documenting each job fair hosted or participated in, including any advertisements placed;
3. Documenting each job advertisement placed with local print publications with the goal of hiring individuals who represent the diversity of the Holyoke community;
4. Completing recordkeeping for each employee's personnel file that evidences the employee development program, including any resources used for said program/

Blossom Flower acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).