



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285078
Original Issued Date: 04/02/2026
Issued Date: 04/02/2026
Expiration Date: 04/02/2027

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Saromaa LLC

Phone Number: 508-596-5151 Email Address: monspatel@yahoo.com

Business Address 1: 325 State Road Business Address 2:

Business City: Phillipston Business State: MA Business Zip Code: 01331

Mailing Address 1: 325 State Road Mailing Address 2:

Mailing City: Phillipston Mailing State: MA Mailing Zip Code: 01331

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Monil

Last Name: Patel

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Monil

Last Name: Patel

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$125000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 325 State Road

Establishment Address 2:

Establishment City: Phillipston

Establishment Zip Code: 01331

Approximate square footage of the establishment: 1500

How many abutters does this property have?: 10

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Saromaa LLC.pdf	pdf	664cc3ece7dea20008e9bea6	05/21/2024
Executed HCA	HCA Saromaa LLC 3.20.24 with 10.25 Regulatory Amendment.pdf	pdf	68223905954c173426b8b2cc	05/12/2025
Community Outreach Meeting Documentation	Community Outreach Documentation.pdf	pdf	68236bd8e70def4ec01f4823	05/13/2025

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload
-------------------	---------------	------	----	--------

				Date
Other	Nonprofit PFLAG acceptance letter Saromaa LLC 2024.pdf	pdf	66db16b2cfa6590008d8fde6	09/06/2024
Plan for Positive Impact	Plan for Positive Impact Saromaa LLC.v.10.10.24.1.pdf	pdf	673e529e24916600086132ef	11/20/2024
Other	LTR to CCC RE 2nd RFI Question 12.pdf	pdf	6822410e954c173426b8c1d6	05/12/2025
Other	LTR to CCC RE 5th RFI Question 1.pdf	pdf	68c979066248b2e32482e648	09/16/2025
Other	VR Affidavit RE PFLAG (Executed).pdf	pdf	68dbe975366765b777b54601	09/30/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner	Other Role:
First Name: Monil	Last Name: Patel 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	DUACertificate ofGoodStandingATTESTATION Saromaa LLC.pdf	pdf	664e026be7dea20008eb0908	05/22/2024
Bylaws	Operating Agreement of Saromaa LLC.v.5.22.24.1.pdf	pdf	66fe148444b65c0008372d8a	10/02/2024
Articles of Organization	SaromaaLLC Certificate of Organization.pdf	pdf	66fe161ce3da310009ddd8c1	10/02/2024
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR SAROMAA 2025.pdf	pdf	67b623e7ac5cea389e852526	02/19/2025
Secretary of Commonwealth - Certificate of Good Standing	SoS Cert of Good Standing 3.17.25.jpg	jpeg	67e15a2e3b8f2e45c6dba666	03/24/2025
Bylaws	Cap Table.pdf	pdf	682241dae70def4ec01e7aaa	05/12/2025

No documents uploaded

Massachusetts Business Identification Number: 001716754

Doing-Business-As Name: Saromaa LLC

DBA Registration City: Phillipston

BUSINESS PLAN

Date generated: 05/12/2026

Page: 3 of 5

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	SAROMAA LLC Plan for Obtaining Liability Insurance.pdf	pdf	66d9cf9a94e8b80008599be6	09/05/2024
Business Plan	Saromaa Business Plan Revised & Final 2024.pdf	pdf	67057a217eba6a00080ceef1	10/08/2024
Proposed Timeline	Saromaa LLC Timeline 9.16.25.pdf	pdf	68c99279566b140b4e0bd5fd	09/16/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	DISPENSING PROCEDURES Saromaa LLC.pdf	pdf	6697ca75179512000879d1eb	07/17/2024
Inventory procedures	INVENTORY PROCEDURES Saromaa LLC.pdf	pdf	6697ca886f40110008f5ff21	07/17/2024
Quality control and testing	QUALITY CONTROL AND TESTING Saromaa LLC.pdf	pdf	6697ca98179512000879d25d	07/17/2024
Record Keeping procedures	RECORDKEEPING PROCEDURES Saromaa LLC.pdf	pdf	6697caac6f40110008f5ffd5	07/17/2024
Maintaining of financial records	MAINTAINING OF FINANCIAL RECORDS Saromaa LLC.pdf	pdf	6697cac56f40110008f60040	07/17/2024
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS Saromaa LLC.pdf	pdf	6697cae0179512000879d2fd	07/17/2024
Restricting Access to age 21 and older	PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER Saromaa LLC.pdf	pdf	66b53a035f7b1f000866f8a5	08/08/2024
Plan for obtaining marijuana or marijuana products	PLAN FOR OBTAINING MARIJUANA PRODUCTS Saromaa LLC.pdf	pdf	66b53a3e5f7b1f000866f941	08/08/2024
Security plan	SECURITY PLAN Saromaa LLC.pdf	pdf	66b53a565f7b1f000866f955	08/08/2024
Prevention of diversion	PREVENTION OF DIVERSION Saromaa LLC.pdf	pdf	66b53a655f7b1f000866f96c	08/08/2024
Storage of marijuana	STORAGE OF MARIJUANA Saromaa LLC.pdf	pdf	66b53a7a5f7b1f000866f999	08/08/2024
Transportation of marijuana	TRANSPORTATION OF MARIJUANA Saromaa Operations Manual.pdf	pdf	66b53a865f7b1f000866f9ad	08/08/2024
Qualifications and training	QUALIFICATIONS AND TRAINING Saromaa LLC.pdf	pdf	66b53a9e206db6000814d28f	08/08/2024
Energy Compliance Plan	Saromaa Energy Compliance Plan.pdf	pdf	66db174194e8b800085aea35	09/06/2024
Diversity plan	DIVERSITY PLAN Revised.v.6.19.25.1.pdf	pdf	68540051579f40c1438c5f02	06/19/2025

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1)

have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

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

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

Notification:

I 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 - PRE FEBRUARY 27, 2024

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

Saromaa LLC will remain compliant at all times with the local zoning requirements set forth in throughout the Town of Phillipston's Zoning Bylaw, including Recreational Marijuana Establishments under Section 21. In compliance with Phillipston's Zoning Bylaw and Table of Use Regulations, Saromaa LLC's proposed Marijuana Retailer is located in the Commercial-Industrial Zoning District designated for Marijuana Retailer Establishments.

In accordance with the Phillipston's Zoning Bylaw, Section 21(III)(3), Saromaa LLC's proposed Marijuana Retailer Establishment is not located within: five hundred feet of a parcel occupied a public or private elementary, junior high, middle, vocational or high school, college, junior college, university, or child care facility or any other use in which children commonly congregate in an organized ongoing formal basis, or another Marijuana Retailer.

Saromaa LLC will apply for Commercial Site Plan Review, as set forth in Section 19 of Phillipston's Zoning Bylaw and required for Marijuana Retailers.

Saromaa LLC will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer.

Saromaa LLC has an executed Host Community Agreement with the Town of Phillipston. Saromaa LLC will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Saromaa LLC's Marijuana Retailer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

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



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

a. Date of publication: 5/30/24

b. Name of publication: Athol Daily News

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: 6/25/24

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: 6/21/2024

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:

Monil Patel, Saromaa LLC

Name of applicant's authorized representative:

Valerio Romano

Signature of applicant's authorized representative:



Saromaa LLC Application #: MRN285078
Attachment A to Community Outreach Attestation Form

Legals

**COMMUNITY OUTREACH
PUBLIC NOTICE**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, July 2nd at 6 p.m. at Phillipston Memorial Building, 20 The Common, Phillipston, MA 01331. Saromaa LLC's proposed Marijuana Retailer is anticipated to be located at 325 State Road, Barn, Phillipston, MA 01331. There will be an opportunity for the public to ask questions.

May 30
4435554

Legals

n
A
L
e
n
n
s,
e
e
n
All

Le
IN
Fr
G
ac
th
re
Se
HI
be
St
ur
M
re
\$5
Br
su
Se
re
ar
Pa

Late
high
th

WEATHER OUTLOOK, MAP PAGE A7

Today: AM rain 70°/45°
Friday: Sunny 75°/48°
Saturday: Sunny 81°/52°



LOCAL, A3
**GEORGE FLOYD
STANDOUT
MARKS FOUR
YEARS**



ARTS & CULTURE,
**UNCOVERING
LOCAL
MUSIC
LORE**

THURSDAY
May 30, 2024

Volume 89, Number 182
Athol, Massachusetts

Athol Daily News

HEYWOOD HEALTHCARE

Company files Chapter 11 exit

CEO cites the reopening of mental health unit among changes made over last e

By **MAX BOWEN**
Daily News Editor

BOWEN - Heywood
Healthcare, which operates
in Gardner and
filed papers to exit
after entering it
restructuring
agreement issued on
healthcare com-
pany filing allowed it
to renegotiate his-
torical agreements
at a commercial rate

A costly electronic medi-
cal record transition, aging
infrastructure and ongoing
construction were cited as
the reasons for the Chapter
11 filing, along with short-
ages in the workforce and
supply chain challenges.
Construction has been
paused, and a plan has been
developed to deal with in-
frastructure issues, accord-
ing to a statement from Hey-
wood.
In April, the company held

and CEO Rozanna Penney
spoke on the fact that there
had been no reduction in
staff and new hires had been
made, including a primary
care physician, two family
medical physicians and sev-
eral advance practice
providers at various offices.

Penney also cited a nego-
tiation with commercial pay-
ers, which resulted in in-
creased reimbursement and
an improved revenue cycle,
translating into \$5 to \$8 mil-

down by 5% and our net re-
venue increased by 7%," she
said at the forum.

Heywood Healthcare has
re-initiated its Doula Pro-
gram to support maternal
care and created a partner-
ship with Woods Ambulance.
Penney said that working
with Woods Ambulance has
helped over 100 patients to
get to the hospital for non-
emergency appointments.

"We want to be sure that

who partnered with
partners, our busi-
nesses, our loca-
lity."

In addition, Heywood
opened its inpatient
health unit in July
being closed for
and experienced
inpatient, surgi-
cal and ambulatory
volume. A 16% increase in
patient delivery, according
to Penney.

CONTRIBUT
s the title role in the play "Orlando," which will be perform
enter in Turners Falls on May 30, May 31 and June 1.

**GAL
ICES**

NOTICE In
th the MA
on Act, M.G.L.
0, and the
nd Bylaw, the
onservation
view at 7pm
Town Offices,
derland, the
NOI) for the
W stream
Plain Rd. All
May 30

Legals

COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, July 2nd at 6 p.m. at Phillipston Memorial Building, 20 The Common, Phillipston, MA 01331. Saromaa LLC's proposed Marijuana Retailer is anticipated to be located at 325 State Road, Barn, Phillipston, MA 01331. There will be an opportunity for the public to ask questions.

4435554

May 30

Legals

Publi **LEGAL NOTICE**

Legals

INVITATION

Franklin Regi
Governments
accept sealed
the Town of
replacement
Sealed bids

HEATH ROAD

be received
St. Ste 2, G
until **June**

MassDOT
required in
\$561,000

Bridge-Culv
subject to
Section 26

requires a
and 50% L
Payment B

Qualified
M/W/D/BE

Saromaa LLC Application #: MRN285078
Attachment B to Community Outreach Attestation Form

COMMUNITY OUTREACH PUBLIC NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, July 2nd at 6 p.m. at Phillipston Memorial Building, 20 The Common, Phillipston, MA 01331. Saromaa LLC's proposed Marijuana Retailer is anticipated to be located at 325 State Road, Barn, Phillipston, MA 01331. There will be an opportunity for the public to ask questions.

RCUD TOWN CLERK
2024 JUN 25 PM 2:52

Saromaa LLC - Application #: MRN285078
Attachment C to Community Outreach Attestation Form

		UNITED STATES POSTAL SERVICE.	
CATHEDRAL 59 W DEDHAM ST BOSTON, MA 02118-9998 (800)275-8777			
06/21/2024			04:00 PM
Product	Qty	Unit Price	Price
-----	-----	-----	-----
First-Class Mail® Letter	1		\$0.68
Lincoln, MA 01773			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date			
Mon 06/24/2024			
Certified Mail®			\$4.40
Tracking #:			
70210350000140967076			
Total			\$5.08
First-Class Mail® Letter	1		\$0.68
El Segundo, CA 90245			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date			
Wed 06/26/2024			
Certified Mail®			\$4.40
Tracking #:			
70210350000140967144			
Total			\$5.08
First-Class Mail® Letter	1		\$0.68
Athol, MA 01331			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date			
Mon 06/24/2024			
Certified Mail®			\$4.40
Tracking #:			
70210350000140967120			
Total			\$5.08
First-Class Mail® Letter	1		\$0.68
Athol, MA 01331			
Weight: 0 lb 0.20 oz			
Estimated Delivery Date			
Mon 06/24/2024			
Certified Mail®			\$4.40
Tracking #:			
70210350000140967113			
Total			\$5.08
First-Class Mail® Letter	1		\$0.68
Athol, MA 01331			
Weight: 0 lb 0.30 oz			
Estimated Delivery Date			
Mon 06/24/2024			
Certified Mail®			\$4.40
Tracking #:			
70210350000140967045			
Total			\$5.08

Total
First-Class Mail® 1 \$0.68

Letter
Athol, MA 01331
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 06/24/2024
Certified Mail® \$4.40
Tracking #:
70210350000140967052

Total \$5.08

First-Class Mail® 1 \$0.68

Letter
Athol, MA 01331
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 06/24/2024
Certified Mail® \$4.40
Tracking #:
70210350000140967069

Total \$5.08

First-Class Mail® 1 \$0.68

Letter
Athol, MA 01331
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 06/24/2024
Certified Mail® \$4.40
Tracking #:
70210350000140967106

Total \$5.08

First-Class Mail® 1 \$0.68

Letter
Athol, MA 01331
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 06/24/2024
Certified Mail® \$4.40
Tracking #:
70210350000140967090

Total \$5.08

First-Class Mail® 1 \$0.68

Letter
Athol, MA 01331
Weight: 0 lb 0.30 oz
Estimated Delivery Date
Mon 06/24/2024
Certified Mail® \$4.40
Tracking #:
70210350000140967083

Total \$5.08



TOWN OF PHILLIPSTON
Office of the Assessors
50 The Common
Phillipston, Massachusetts 01331
Phone/Fax (978) 249-1732
assessors@phillipston-ma.gov

Assessors:
David Manty, Chairman
Luanne Royer, Clerk
Earl Sweat, Member

June 10, 2024

To: Loren Hynes

Re: Certified Abutter's List
325 State Road
Phillipston, MA 01331

Attached is a Certified Abutter's List which represents owners of parcels within 300' of the property line of the subject property shown as parcel Map 35 Parcel 13. Property is known as 325 State Road, Phillipston, MA and the owner of record is Mars Realty, LLC. This Certified Abutter's List is as set forth in the records of the Board of Assessors in the Town of Phillipston as of this date, June 10, 2024

Maureen Cote
Assessors' Office



300 feet Abutters List Report

Phillipston, MA
June 10, 2024

Subject Property:

Parcel Number: 35-13
CAMA Number: 35-13
Property Address: 325 STATE RD

Mailing Address: MARS REALTY LLC
325 STATE RD
PHILLIPSTON, MA 01331

Abutters:

Parcel Number: 35-12
CAMA Number: 35-12
Property Address: 305 STATE RD

Mailing Address: [REDACTED]
305 STATE RD
PHILLIPSTON, MA 01331

Parcel Number: 35-14
CAMA Number: 35-14
Property Address: 335 STATE RD

Mailing Address: [REDACTED]
335 STATE RD
PHILLIPSTON, MA 01331

Parcel Number: 35-15
CAMA Number: 35-15
Property Address: 345 STATE RD

Mailing Address: [REDACTED]
345 S/W STATE RD
PHILLIPSTON, MA 01331

Parcel Number: 35-16
CAMA Number: 35-16
Property Address: 355 STATE RD

Mailing Address: [REDACTED]
355 STATE ROAD
PHILLIPSTON, MA 01331

Parcel Number: 35-17
CAMA Number: 35-17
Property Address: 359 STATE RD

Mailing Address: [REDACTED]
400 N CONTINENTAL BLVD STE 500
EL SEGUNDO, CA 90245

Parcel Number: 35-17A
CAMA Number: 35-17A
Property Address: 363 STATE RD

Mailing Address: [REDACTED]
363 STATE ROAD
PHILLIPSTON, MA 01331

Parcel Number: 35-24
CAMA Number: 35-24
Property Address: STATE RD

Mailing Address: [REDACTED]
350 STATE RD
PHILLIPSTON, MA 01331

Parcel Number: 35-25
CAMA Number: 35-25
Property Address: 350 STATE RD

Mailing Address: [REDACTED]
350 STATE RD
PHILLIPSTON, MA 01331

Parcel Number: 35-26
CAMA Number: 35-26
Property Address: 320 STATE RD

Mailing Address: [REDACTED]
50 OLD HIGHLAND AVE
PHILLIPSTON, MA 01331

Parcel Number: 35-28
CAMA Number: 35-28
Property Address: 310 STATE RD

Mailing Address: [REDACTED]
42 BROOKS ROAD
LITTLETON, MA 01773



www.cai-tech.com

6/10/2024

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 1

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Saromaa LLC (“Saromaa”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Saromaa has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals and programs to positively impact areas of disproportionate impact.

Saromaa has identified a nonprofit organization to support that works tirelessly for equity and inclusion of marginalized communities, including those who reside in areas of disproportionate impact: GBPFLAG. This organization provides resources, education and support to people across the Commonwealth of Massachusetts, including Brockton, Quincy and other areas of disproportionate impact.

GBPFLAG hosts in-person support groups throughout Massachusetts, including Quincy. Additionally, they provide workshop and training programs through their “Safe Schools and Communities” program, education and advocacy toolkits, and events in multiple municipalities.

Saromaa will provide charitable contributions to the nonprofit organization and has offered to provide volunteer hours as needed.

Goals

In order for Saromaa to positively impact areas of disproportionate impact, Saromaa has established the following goals:

1. Contribute monetarily to GBPFLAG in the amount of \$2,500 per year beginning at the time Saromaa makes its first sale so GBPFLAG can continue its work to positively residents in areas of disproportionate impact specifically, and all across the Commonwealth
2. Provide volunteer hours to GBPFLAG, if available.

Programs

Saromaa has developed specific programs to effectuate its stated goals to positively impact areas of disproportionate impact. Such programs will include the following:

1. Donation Program: Make a monetary donation of \$2,500 annually, after first retail sale, to GBPFLAG.
2. Volunteer Program: Provide 2 paid days per year for employees to provide volunteer hours at GBPFLAG.

Measurements

1. We will ask GBPFLAG how our contributions may have helped and record their responses. Additionally, we will work with them to estimate number of people positively impacted by these

programs in disproportionate areas, with the understanding that for safety and confidentiality reasons, the organization may not be able to provide specific details, such as a participant's name or address. Saromaa, in its reporting, will be mindful of the privacy and safety of the populations GBPFLAG serves.

2. We will conduct annual internal surveys of employees and track where and how much time they spent volunteering. We will maintain a record of employee name, location volunteered, hours spent volunteering, and task(s) performed when performing such volunteering.

The Saromaa CCC Compliance Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Saromaa continues to meet its commitments.

When Saromaa commences sales, the company will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The CCC Compliance Officer will review and evaluate Saromaa's measurable outcomes no less than semi-annually to ensure that Saromaa is meeting its commitments. Saromaa is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

Saromaa LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

**OPERATING AGREEMENT
OF
SAROMAA LLC
A MASSACHUSETTS
LIMITED LIABILITY COMPANY**

This Operating Agreement of Saromaa LLC (the “Agreement”), a Massachusetts limited liability company (the “Company”), is effective as of May 1, 2024 (the “Effective Date”), is entered into by the Company and its Members set forth on the signature page hereto (each a “Member” and collectively, the “Members”).

WHEREAS, the Company was formed pursuant to the Massachusetts Limited Liability company Act (the “Act”) to apply for and operate marijuana establishments in the Commonwealth of Massachusetts;

WHEREAS, the initial Member has formed the Company and additional members shall execute the Joinder Agreement, the form of which is Attached as Exhibit C, (the “Joinder Agreement” or “Joinder Agreements”); and

WHEREAS, the initial Member and any future Members that may join, agree that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member(s) and the Company agree as follows:

Section 1 Name. The name of the Company is and shall be Saromaa LLC.

Section 2 Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all necessary or incidental activities.

Section 3 Principal Office and Registered Agent for Service of Process.

(a) Principal Office. The location of the principal office of the Company shall be located at such place as may from time to time be determined by the Managing Member.

(b) Registered Agent and Office. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Commonwealth of Massachusetts shall be that person and location reflected in the Articles of Organization. The Company may change the registered agent and or office at any time by filing a statement with the Secretary of Commonwealth of Massachusetts, in the manner provided by law.

Section 4 Members.

(a) Members. The Member(s) own the membership interest (the “Units”) and percentage of interests in the Company as set forth in Exhibit A.

(b) Managing Member. The Managing Member in the Company shall be set forth in Exhibit B.

(c) Additional Members. One or more additional Members may be admitted to the Company with the consent of the Managing Member pursuant to Section 5. Prior to the admission of any such additional Members to the Company, the Managing Member shall amend this Agreement and Schedule A to make such changes as may be necessary to reflect the fact that the Company shall have such additional Members. Each additional Member shall execute and deliver a Joinder Agreement as necessary.

(d) Certificates. The Company will not issue any certificates to evidence ownership of the Membership interests.

(e) Record Book. The Company shall maintain at its place of business, a record book that includes the Articles or Organization, each and every version of the Operating Agreement, all annual reports, a record of receipts of all monetary contributions where a Membership interest was allocated, a description of services provided by any Member to which a membership interest was granted for the provision of services and not a monetary contribution; and a balance sheet showing each Member's capital account.

Section 5 Management.

(a) Authority; Powers and Duties of the Members. Subject to the limitations set forth herein, the business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Managing Member. Pursuant to Section 5(b), the Managing Member shall have the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as they may in their discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, subject only to the terms of this Agreement. Members who are not designated as the Managing Member shall have no authority over the activities of the Company unless required herein, by the Articles, or by the Act.

(b) Approval of Actions; Ability to Bind. The approval of the Managing Member, unless otherwise required herein, by the Act, or the Articles shall be required for all decisions.

(c) Member Participation for Action(s) of the Company. The Managing Member may determine that certain actions of the Company require a vote of the Members.

Section 6 Meetings and Voting.

(a) Calling the Meeting. Meetings of Members shall be held from time to time as may be necessary or appropriate. Meetings of the Members may be called at any time by the Managing Member. The Managing Member may hold meetings at the Company's principal office or at such other place as the Managing Member(s) calling the meeting may designate in the notice for such meeting, including telephonically or virtually.

(b) Notice. Written notice stating the place, date and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than five (5) days and not more than thirty (30) days before the date of the meeting to each Member, by or at the direction of the Managing Member. Notice may be waived, in writing, before, at, or after any meeting. Attendance of a Member at any meeting without protesting the lack of notice thereof, prior to the end of such meeting, shall be deemed a waiver of notice by such Member.

(c) Quorum. A quorum of any meeting of the Members shall require the presence of the majority of the Members.

(d) Participation. Any Member may participate in a meeting of the Members by means of conference telephone or other communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(e) Voting. Except as otherwise provided by Section 5(c), or as otherwise required by the Act, each Member shall be entitled to one vote on all matters upon which the Members have the right to vote under this Agreement. Company actions calling for a “Majority Vote” shall require the affirmative vote of a majority of the Members.

(f) Vote by Proxy. On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by the Act. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; *provided, however*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(g) Conduct of Business. The business to be conducted at such meeting need not be limited to the purpose described in the applicable notice and can include business to be conducted by Members; *provided, however*, that the Member shall have been notified of the meeting in accordance with Section 6(b).

(h) Action Without Meeting. Notwithstanding the other provisions of this Section 6, any matter that is to be voted on, consented to or approved by the Members may be taken without a meeting, without prior notice and without a vote if consented to, in writing or by electronic transmission, by the Members holding not less than the minimum number of votes that would be necessary to authorize or take such action. A record shall be maintained by the Company of each such action taken by written consent of the Members. Prompt notice of the taking of an action by less than unanimous written consent shall be given to those Members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

Section 7 Liability of Members; Indemnification.

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

(b) Indemnification. To the fullest extent permitted under the Act, each of the Members (irrespective of the capacity in which it acts) shall each be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claimor expense (including attorneys’ fees) whatsoever incurred by such Members 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 such Members on behalf of the Company; *provided, however*, that any indemnity under this Section 7(b) shall

be provided out of and to the extent of Company assets or insurance purchased by the Company, only, and neither the Members nor any other person shall have any personal liability on account thereof.

Section 8 Transfers

(a) Required Approval. Unless otherwise provided for in the Act or set forth in Section 8(b), no Member may transfer Units without the prior written consent of the Managing Member.

(b) Permitted Transfers. The provisions of Section 8(a) shall not apply to a transfer by any Members of any of its Units with respect to any Member's transfer, to: (i) such Members' spouse, parent, siblings, descendants (including adoptive relationships and stepchildren) and the spouses of each such natural persons (collectively, "Family Members"); (ii) a trust under which the distribution of Units may be made only to such Members and/or any Family Members of such Members; (iii) a charitable remainder trust, the income from which will be paid to such Members during his life; (iv) a corporation, partnership or limited liability company, the stockholders, partners or Members of which are only such Members and/or Family Members of such Members; or (v) by will or by the laws of succession, to such Members' executors, administrators, testamentary trustees, legatees or beneficiaries; *provided, however*, that any Member who Transfers Units shall remain bound by the provisions of Section 13(a).

(c) Suitability. Should any applicable regulatory authority require a background check or other suitability assessment for a Member's admission as a member of the Company, such suitability assessment shall occur before the admission of any such Member.

Section 9 Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

Section 10 Tax Status.

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

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

Section 11 Distributions. Distributions shall be made to the Members as determined by the Managing Member(s) and in accordance with the Act.

Section 12 Dissolution; Liquidation.

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

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Members 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 Members under this Agreement shall continue.

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

(d) Upon the completion of the winding up of the Company, the Managing Member shall file Articles of Dissolution in accordance with the Act.

Section 13 Miscellaneous.

(a) Confidentiality. Each Member shall keep the terms, condition, obligations, and existence of this Agreement confidential.

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

(c) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

(d) Severability. If any provision of this Agreement is declared 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.

(e) Conflicts. Should there be a conflict between this Agreement, the Articles, or the Act, then the terms, conditions, and obligations set forth in this Agreement, to the extent legally permissible, shall prevail.

[Signature Page Follows]

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

Saromaa LLC, a Massachusetts limited liability company

Monil Patel, Managing Member

EXHIBIT A

MEMBERS SCHEDULE

Member's Name and Address	Common Units	Percentage Interest
Monil Patel 325 State Road Phillipston, MA 01331	100,000	100%
Total:	100,000	100.00%

EXHIBIT B

MANAGING MEMBER SCHEDULE

Monil Patel 325 State Road Phillipston, MA 01331

EXHIBIT C

FORM OF JOINDER AGREEMENT

The undersigned is executing and delivering this Joinder Agreement pursuant to the Operating Agreement of Saromaa LLC, dated as of [EFFECTIVE DATE], (as amended, modified, restated or supplemented from time to time, the “Operating Agreement”), among Saromaa LLC, a Massachusetts limited liability company (the “Company”), and its Members party thereto.

By executing and delivering this Joinder Agreement to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Operating Agreement in the same manner as if the undersigned were an original signatory to such agreement.

The undersigned agrees that the undersigned shall be a Member, as such term is defined in the Operating Agreement.

Accordingly, the undersigned has executed and delivered this Joinder Agreement as of [MONTH] [DAY], [YEAR].

By: _____

Name: _____

The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:	001716754	(number will be assigned)
------------------------	-----------	---------------------------

1. The exact name of the limited liability company is:

SAROMAA LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 325 STATE ROAD

Address 2: BARN

City or town: PHILLIPSTON State: MA Zip code: 01331

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

TO APPLY FOR A LICENSE WITH THE CCC.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: MONIL PATEL

Number and street: 325 STATE ROAD

Address 2: BARN

City or town: PHILLIPSTON State: MA Zip code: 01331

I MONIL PATEL,
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.

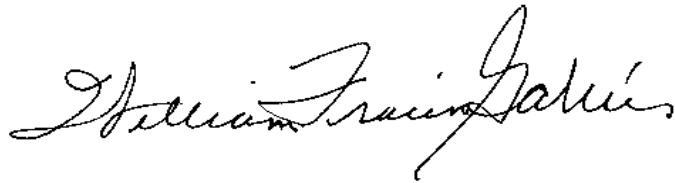
6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	MONIL PATEL	325 STATE ROAD PHILLIPSTON, MA 01331 USA

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:

October 30, 2023 10:44 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SAROMAA LLC
325 STATE RD
PHILLIPSTON MA 01331-9727

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SAROMAA 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

March 17, 2025

TO WHOM IT MAY CONCERN:

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

SAROMAA LLC

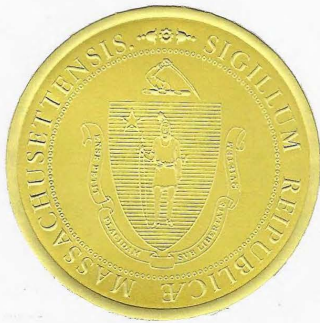
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 30, 2023**.

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; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; 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: **MONIL PATEL**

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

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **MONIL PATEL**



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Processed By:TAA

SAROMAA LLC
CAPITALIZATION TABLE

MEMBER NAME	OWNERSHIP PERCENTAGE
Monil Patel	100%

PLAN FOR OBTAINING LIABILITY INSURANCE

Saromaa LLC (“Saromaa”) plans to contract with United Specialty Insurance Company 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 insurance 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. If minimum liability coverage is unavailable, Saromaa will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within ten (10) business days. Saromaa will keep reports documenting compliance with 935 CMR 500.105(10).

BUSINESS PLAN

EXECUTIVE SUMMARY

1.1 Mission Statement

Saromaa LLC (“Saromaa”) is a Massachusetts company that is committed to operating a compliant, safe and high-quality Marijuana Retail Establishment (“MRE”) in the Commonwealth of Massachusetts (the “Commonwealth”). Saromaa seeks to establish itself as an industry leader through excellence in operational protocol, security systems, product quality and community integration.

1.2 Product

Saromaa will offer high-grade cannabis and extract products compliant with the guidelines and regulations set out by the Cannabis Control Commission (the “Commission”). In addition to traditional sativa, indica, hybrid, and CBD cannabis flower, Saromaa will offer a wide range of products that will allow Saromaa to serve customers with a variety of needs and preferences.

1.3 Customers

Saromaa’s target customers are consumers 21 years of age or older who live and work in the Town of Phillipston and the surrounding communities in Norfolk County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently located retail establishment.

1.4 What Drives Us

Saromaa’s goals include providing safe and high-grade cannabis and extract products to eligible consumers above the age of 21. Saromaa also strives to contribute to the local economy and community by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

2. COMPANY DESCRIPTION

2.1 Corporate and Application Status

Saromaa is a Massachusetts corporation in good standing with the Commonwealth that is applying for a license from the Commission to operate an adult use MRE in the Commonwealth.

Saromaa will file, in a form and manner specified by the Commission, an application for licensure as a MRE consisting of three (3) packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet, in addition to submission of the required fees.

2.2 Operations

Saromaa has executed a Lease for a commercial building located at 325 State Road in Phillipston to use as an MRE. 325 State Road is a 1,200 square foot vacant building that is not currently in use. Saromaa intends to renovate the existing space as well as construct a 24' x 36' addition to operate the dispensary. There is ample existing parking on site for customers.

Saromaa's facility will be designed to ensure consumer and client safety; promoting a smooth flow of business throughout the facility; eliminating queuing; and incorporating design nuance that is intended to facilitate one-on-one conversations between customer service representatives and customers. Saromaa will meticulously invest in security, interior design, quality control, product testing, and staff training. The company intends to mitigate traffic issues by starting off the business with appointment-only visitations thereby limiting the customers to the number of parking spaces.

Saromaa plans to obtain the marijuana flower and marijuana products to be sold at its Retailer Establishment from other licensed Marijuana Cultivator and Product Manufacturer Establishments in the Commonwealth.

2.3 Inventory Procedures

Saromaa will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of 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.

Saromaa will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission. Such procedures have a well-established track record in the industry of preventing internal diversion of product.

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

Additional information on Saromaa's inventory procedures are available in the Inventory Procedures document included with this submission.

2.4 Security

Saromaa 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.

Saromaa'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 Phillipston 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 always be minimized to ensure clear visibility of the area.

Only Saromaa'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 Saromaa will maintain a current list of individuals with access.

On-site consumption of marijuana by Saromaa's employees and visitors will be prohibited. Saromaa will have security personnel on-site during business hours.

Additional information on Saromaa's security plan is available in the Security Plan document included with this submission.

2.5 Benefits to the Town of Phillipston

Saromaa looks forward to working cooperatively with the Town of Phillipston to ensure that Saromaa operates as a responsible, contributing member of the local community. Saromaa anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting Saromaa to site and operate. The Town stands to benefit in various ways, including but not limited to the following:

- a. Jobs.** Saromaa estimates adding at 5-10 full-time and part-time jobs for qualified Phillipston residents, in addition to hiring qualified, local contractors and vendors.
- b. Host Community Agreement.** A Host Community Agreements under which Saromaa will make community impact payments to the Town will provide additional financial benefits beyond local property taxes to fund a variety of community and local programs, services, or organizations.
- c. Access to Quality Legal Product for Consumers.** Saromaa will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers are not required to verify their age and marijuana products are not tested.

- d. **Local Sales Tax Revenue.** The Town will receive additional tax revenue through the adoption of a local sales tax of up to 3% on each retail sale to consumers.
- e. **Control.** In addition to the Commission, the Phillipston Police Department and other municipal departments will have oversight over Saromaa's security systems and processes.
- f. **Responsibility.** Saromaa is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. **Economic Development.** Saromaa's project will revitalize the surrounding area and contribute to the overall economic development of the local community.

2.6 Zoning and Local Compliance

Saromaa intends to remain compliant with the local zoning requirements set forth in the Town of Phillipston Zoning Bylaw. In accordance with the Zoning Ordinance, Saromaa's proposed location of 325 State Road sits in the Commercial-Industrial zone. The proposed location has properly identified as compliant with the siting requirements in the Marijuana Overlay Map.

In compliance with 935 CMR 500.110(3) and the Town of Phillipston Zoning Map, Saromaa's proposed facility is not located within three hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12. We have conducted our measurement using the Town of Phillipston GIS map and in accordance with the Town of Phillipston Bylaws. We used the assessor's maps and Google Maps to measure from property line of the proposed establishment to any nearby school or daycare.

Saromaa will apply for any other local permits, approvals, registrations or certificates required to operate a Marijuana Retailer Establishment at the proposed location. Saromaa will comply with all conditions and standards set forth in any required local permit or approval.

Saromaa will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the establishment is compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

3. MARKET RESEARCH

3.1 Industry

[Thirty-eight](#) States and Washington D.C have laws broadly legalizing some form marijuana use. According to the Pew Research Center, approximately 60% of Americans support the legalization of marijuana, with 88% of Americans supporting the legalization of marijuana use for medical purposes.

According to a study released by the Massachusetts Department of Public Health, over 21 percent of adults in Massachusetts have used marijuana within the last 30 days. Since

Massachusetts legalized the retail sale of cannabis in 2018, retail sales have exceeded \$3 billion. With [\\$1.56 billion](#) of sales in 2023 alone.

3.2 Customers

The Town of Phillipston’s population is approximately 1,700, with the population of entire Worcester County being approximately [863,000](#).

Saromaa’s target customers are consumers 21 years of age or older who live in, work in, visit and commute through the Town of Phillipston and the surrounding communities who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

3.3 Competitors

Saromaa’s main competitors will include other licensed Adult-Use Retailer Establishments in the northern Worcester County and surrounding Towns. A healthy competition will bring quality products for consumers with affordable pricing. Saromaa intends to fully cooperate in a professional, communicative manner with our competition, Town Law Enforcement and the Commission.

3.4 Competitive Advantage

Saromaa will have an advantage over other competitors with its clean and modern look as well as educational focus around cannabis and opioid awareness. Consumers will be able to purchase products and leave with information about the products they have purchased. Saromaa plans to have a state-of-the-art facility and highly trained staff, both of which will give us a competitive edge over other dispensaries in the area. Employees will also be trained on the different product types as well as the strains within the products so they can demonstrate to consumers the products’ effects on the body.

4. PRODUCT / SERVICE

4.1 Products

Saromaa intends to offer a variety of marijuana strains, concentrates and infused products to meet the wide-ranging needs and preferences of its customer base. The products available for purchase will include, but will not be limited to:

1. Sativa, Indica, Hybrid & CBD Cannabis Flower
2. Creams and Lotions
3. Topical Salves
4. Patches
5. Tinctures
6. Pre-Dosed Oil Vaporizers

7. Concentrates
8. Infused Food Products, Lozenges and Beverages
9. Capsules

4.2 Dispensary Procedures

In accordance with 935 CMR 500.140(3), access to Saromaa’s establishment will be limited to verified individuals 21 years of age and older. Prior to entering the dispensary, a customer must present a valid, government-issued photo identification to a Saromaa security agent through a glass window to verify that the customer is 21 years of age or older. Once the customer’s identity and age are verified through our Advance ID detection system, the security agent will permit the customer to enter the waiting area.

Once inside the waiting area, the customer will be called over to obtain individualized service from a Saromaa agent who will help the customer select from the available products and complete the transaction. Prior to checkout, customers will be required to confirm their identities and age a second time. The checkout also activates the seed-to-sale tracking system that will be compliant with 935 CMR 500.105(8). Sales will be limited to one (1) ounce of marijuana flower or five (5) grams of marijuana concentrate per adult-use consumer transaction. All required taxes will be collected at the point of sale.

Once a customer has selected products for purchase, a Saromaa agent will collect the requested items from the secure product storage area behind the counter. The agent will then scan each product’s barcode into the Commission-approved point of sale system. All products will be packaged in tamper and child-resistant, resealable packaging that is compliant with 935 CMR 500.105(5) and properly labeled with warnings, strain information, cannabinoid profile and other information detailed in 935 CMR 500.105. For products that are not readily stored in the secure product storage area behind the counter – our POS system will be capable of sending back the order for fulfillment by an Agent in the stock room.

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

Saromaa will use the point-of-sale system to accept payment and complete the sale. The system will back up and securely cache each sale for inspection.

In compliance with 935 CMR 500.140(8), Saromaa will provide educational materials designed to help consumers make informed marijuana product purchases. The educational materials will describe the various types of products available, as well as the types and methods of responsible consumption. The materials will offer education on titration, which is the method of using the smallest amount of product necessary to achieve the desired effect. Additional topics discussed in the education materials will include potency, proper dosing, the delayed effects of edible marijuana products, substance abuse and related treatment programs, and marijuana tolerance, dependence, and withdrawal.

Additional information on Saromaa’s retail policies and procedures is available in the Dispensing Procedures document included with this submission.

4.3 Pricing Structure

When determining the appropriate pricing structure, Saromaa will continually strive to find the ideal balance between affordability for consumers and preventing the diversion of product to the black market.

5. MARKETING & SALES

5.1 Growth Strategy

Saromaa’s plan to grow the company includes:

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

Saromaa plans to seek additional, appropriate locations in the Commonwealth to expand business and reach an increased number of customers in the future.

5.2 Communication

Saromaa 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 following statement in a conspicuous manner on the face of the advertisement: “Please Consume Responsibly.” Any marketing will also 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 advertisement.

All marketing, advertising, and branding produced by or on behalf of Saromaa 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.”

Saromaa will communicate with customers through one or more of the following means:

1. A company run website;
2. A company blog;
3. Popular online information platforms such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram and Facebook;
5. Opt-in direct communications; and
6. Partnership with local businesses.

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

Saromaa 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, Saromaa will market its products and services to reach a wide range of qualified consumers.

5.3 Product Packaging

Saromaa will ensure that all marijuana products that are provided for sale to consumers are sold in tamper- or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive or enticing 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." Saromaa will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Branding and Logos

Saromaa will develop logos and branding that complies with state regulations and that will distinguish Saromaa from its competitors. Saromaa will file for trademark protection at the state level, and when permissible, at the federal level. Samples of the logos are still in development.

6. FINANCIAL SUMMARY

Saromaa is well-funded and has the experience to establish a successful, compliant retail operation in a timely manner.

7. TEAM

Saromaa will assemble a team of experienced professionals with a diverse set of talents and skills to operate a Marijuana Retailer Establishment.

7.1 Executive Management Team

7.1.1 Monil Patel, *Director, President, Chief Executive Officer*

Monil Patel is the founder of Saromaa LLC, a cannabis industry stakeholder and has over a decade of work experience in small retail businesses. Since 2010, Mr. Patel has owned and operated six convenience and/or liquor stores, each with Section 15 Licenses issued by the Massachusetts Alcoholic Beverages Control Commission. Mr. Patel continues to own and oversee the operations of all six stores. He will continue to use his customer service experience and business acumen in the cannabis industry. Mr. Patel holds a Diploma in Mechanical Engineering from Gomtesh Polytechnic in Belgaum, India. He currently resides with his family in Shrewsbury, Massachusetts.

7.1.2 Valerio Romano, *Legal Advisor*

Attorney Valerio Romano, founder of VGR Law Firm, is a land use and licensing lawyer in the cannabis space, admitted to practice in California and Massachusetts. He co-authored the ballot initiative that ended cannabis prohibition in Massachusetts and has more than a decade of experience working with municipal officials and state regulators to open medical and adult-use dispensaries, product manufacturing facilities, and large-scale cultivation operations. Attorney Romano is a graduate of University of San Francisco School of Law and has been practicing law since 2006.

8. CONCLUSION

Saromaa intends to efficiently serve customers with high quality, consistent, laboratory-tested marijuana and marijuana products in Phillipston and the surrounding communities.

Saromaa is well-funded and well-positioned in the Massachusetts market and will contribute to the growth of the industry through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, Saromaa looks forward to working cooperatively with the Town of Phillipston to help spread the benefits this market will yield.

QUALITY CONTROL AND TESTING

Sanitary Requirements

Any Saromaa agent whose job includes contact with marijuana or nonedible marijuana products, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.

Any Saromaa agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:

1. Maintaining adequate personal cleanliness
2. 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

Saromaa'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 in Saromaa's production areas and where good sanitary practices require employees to wash and sanitize their hands and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

Saromaa's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Saromaa will ensure that litter and waste is properly removed and disposed of 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).

Saromaa's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair.

Saromaa's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.

Saromaa's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition.

Saromaa 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.

All toxic items will be identified, held, and stored in a manner that protects against contamination

of marijuana products. Saromaa acknowledges and understands that the Commission may require Saromaa to demonstrate the intended and actual use of any toxic items found on Saromaa's premises.

Saromaa 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 Saromaa's needs.

Saromaa's plumbing will be of adequate size and design, and adequately installed and maintained to carry enough 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.

Saromaa will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

Saromaa 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. Saromaa 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.

Saromaa'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).

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

Saromaa 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 Saromaa 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

Saromaa 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.

Saromaa will purchase products from wholesale partners where a passing certificate of analysis will be provided by the wholesaler.

Should Saromaa test any marijuana or marijuana products itself, any Independent Testing Laboratory relied upon by Saromaa 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 Saromaa's 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 Saromaa's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Saromaa's 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. Saromaa acknowledges and understands that the Commission may require additional testing.

Saromaa'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 Saromaa 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.

Saromaa 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. Saromaa 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 Saromaa'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 Saromaa 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 submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

RECORDKEEPING PROCEDURES

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

Overview

To ensure that Saromaa 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 Saromaa' quarter-end closing procedures. In addition, Saromaa'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:

1. Insurance Coverage:
 - a. Directors & Officers Policy
 - b. Product Liability Policy
 - c. General Liability Policy
 - d. Umbrella Policy
 - e. Workers Compensation Policy
 - f. Employer Professional Liability Policy
2. Third-Party Laboratory Contracts
3. Commission Requirements:
 - a. Annual Agent Registration
 - b. Annual Marijuana Establishment Registration
4. Local Compliance:
 - a. Certificate of Occupancy
 - b. Special Permits
 - c. Variances
 - d. Site Plan Approvals
 - e. As-Built Drawings
 - f. Host Community Agreements
5. Corporate Governance:
 - a. Annual Report
 - b. Secretary of Commonwealth Filings

Business Records

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

1. Assets and liabilities

2. Monetary transactions
3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers
4. Sales records including the quantity, form and cost of marijuana products
5. 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 Saromaa

Personnel Records

At a minimum, Personnel Records include:

1. Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions.
2. 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 Saromaa and will include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
 - b. Documentation of verification of references
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. 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
 - e. Documentation of periodic performance evaluations
 - f. Records of any disciplinary actions
 - g. Notice of completed responsible vendor and eight-hour related duty training
3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures
5. 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

Saromaa maintains the results of all testing for a minimum of one (1) year.

Inventory Records

The record of each inventory includes, 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

Saromaa uses Metrc to maintain real-time inventory. The seed-to-sale tracking software inventory reporting meets 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.

Sales Records for Marijuana Retailer

Saromaa maintains records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.

Incident Reporting Records

Within ten (10) calendar days, Saromaa 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 Saromaa 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 Saromaa's jurisdiction on request.

Visitor Records

A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

Waste Disposal Records

When marijuana or marijuana products are disposed of, Saromaa will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Saromaa agents present during the disposal or other handling, with their signatures. Saromaa will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Security Records

A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.

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 Saromaa is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

Transportation Records

Saromaa will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

Vehicle Records (as applicable)

Records that any and all of Saromaa'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

Saromaa 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 Saromaa closes, all records will be kept for at least two (2) years at Saromaa's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Saromaa 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 Saromaa'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 include the following:

1. Security measures in compliance with 935 CMR 500.110
2. Employee security policies, including personal safety and crime prevention techniques
3. A description of Saromaa'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
4. Storage of marijuana in compliance with 935 CMR 500.105(11)
5. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold
6. Price list for Marijuana and Marijuana Products
7. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9)
8. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160
9. A staffing plan and staffing records in compliance with 935 **CMR 500.105(9)(d)**
10. Alcohol, smoke, and drug-free workplace policies

11. A plan describing how confidential information will be maintained
12. Policy for the immediate dismissal of any dispensary agent who has:
 - a. Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission
 - b. Engaged in unsafe practices with regard to Saromaa's operations, which will be reported to the Commission
 - c. 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
13. A list of all members and executives of Saromaa is available upon request by any individual. This requirement may be fulfilled by placing this information on Saromaa's website
14. Policies and procedures for the handling of cash on Saromaa premises including but not limited to storage, collection frequency and transport to financial institution(s)
15. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old
16. Policies and procedures for energy efficiency and conservation that will include:
 - a. 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
 - b. 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
 - c. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage)
 - d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants
17. 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

Saromaa shall submit with its renewal application a compliant and operative Host Community Agreement between Saromaa and Phillipston, and any other information required by the Commission.

Record Retention

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

MAINTAINING OF FINANCIAL RECORDS

Saromaa's operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana Regulations. Financial records maintenance measures include policies and procedures requiring that confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

Business & Sales Records

All recordkeeping requirements under 935 CMR 500.105(9) are followed, including keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:

1. Assets and liabilities
2. Monetary transactions
3. Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
4. Sales records including the quantity, form, and cost of marijuana products
5. 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 Saromaa

All sales recording requirements under 935 CMR 500.140(5) are followed, including:

1. Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the Department of Revenue (DOR), and a sales recording module approved by DOR
2. Prohibiting the use of software or other methods to manipulate or alter sales data
3. Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed

If Saromaa determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, it shall:

1. Immediately disclose the information to the Commission
2. Cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
3. Take such other action directed by the Commission to comply with 935 CMR 500.105

Saromaa will comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements. Operator has adopted separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales. Operator shall maintain records that will allow the Commission and the DOR to audit and examine the point-of-sale system used to ensure compliance with Massachusetts tax laws and 935 CMR 500.

Additional written business records will be kept, including, but not limited to, records of:

1. Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16)
2. Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations
3. Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations

Once additional guidance on this aspect of license renewal records is provided by the Cannabis Control Commission, Operator shall comply with that guidance.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Saromaa securely maintains personnel records, including registration status and background check records. Saromaa keeps, at a minimum, the following personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions
2. A personnel record for each marijuana establishment agent
3. A staffing plan that demonstrates accessible business hours
4. Personnel policies and procedures
5. 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 Saromaa and will include, at a minimum, the following:

1. All materials submitted to the Commission pursuant to 935 CMR 500.030(2)
2. Documentation of verification of references
3. The job description or employment contract that includes duties, authority, responsibilities, qualifications and supervision
4. 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
5. Documentation of periodic performance evaluations
6. A record of any disciplinary action taken
7. Notice of completed responsible vendor and eight-hour related duty training
8. Results of initial background investigation, including CORI reports

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

After-Hours Contact Information

Monil Patel, Owner/Partner, 508-596-5151

Business Hours (Subject to Amendment by the Board of Selectmen)

Monday - Sunday: 8AM – 8PM

Agent Background Checks

In addition to completing the Commission's agent registration process, all agents hired to work for Saromaa will undergo a detailed background investigation prior to being granted access to a Saromaa facility or beginning work duties.

Background checks will be conducted on all agents in their capacity as employees or volunteers for Saromaa pursuant to 935 CMR 500.030 and 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, Saromaa will consider:

1. 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;
2. 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); and
3. 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, Saromaa:

1. Complies 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
2. Considers 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, Saromaa will consider the following factors:

1. Time since the offense or incident
2. Age of the subject at the time of the offense or incident
3. Nature and specific circumstances of the offense or incident
4. Sentence imposed and length
5. Penalty or discipline imposed, including damages awarded, if civil or administration
6. Relationship of offense or incident to nature of work to be performed
7. Number of offenses or incidents
8. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered
9. 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
10. Any other relevant information, including information submitted by the subject

Operator will additionally 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 Saromaa or the Commission.

Personnel Policies and Training

As outlined in Saromaa's Record Keeping Procedures, a staffing plan and staffing records are maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Saromaa agents are required to complete training as detailed in Saromaa's Qualifications and Training Plan which includes but is not limited to Saromaa'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).

Saromaa has a policy for the immediate dismissal of any dispensary agent who has:

1. Diverted marijuana, which will be reported the Police Department and to the Commission;
2. Engaged in unsafe practices with regard to Saromaa's operations, which will be reported to the Commission; or
3. 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.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Saromaa 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 Saromaa agent will immediately inspect the person's proof of identification and determine the person's age, in accordance with 935 CMR 500.140(2).

In the event Saromaa 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). Saromaa 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), Saromaa will not engage in any marketing, advertising, or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Saromaa will not engage in any advertising, marketing, and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard, or other outdoor advertising, including 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. Saromaa will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising, and branding materials for public viewing will include a warning stating, "**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination, and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**" Pursuant to 935 CMR 500.105(6)(b), Saromaa packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Saromaa'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)

QUALIFICATIONS AND TRAINING

Saromaa ensures that all employees hired to work at a Saromaa facility are qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

Saromaa also ensures that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Saromaa discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Saromaa 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 Saromaa's agents successfully complete a comprehensive training program tailored to the roles and responsibilities of the agent's job function. Agent training includes at least the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Saromaa's current owners, managers and employees that are involved in the handling and 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 to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a Responsible Vendor. All new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each owner, manager and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a Responsible Vendor.

Saromaa will also encourage administrative employees who do not handle or sell marijuana to take the Responsible Vendor Training Program on a voluntary basis to help ensure compliance. Saromaa'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.

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

1. Marijuana's effect on the human body, including:
 - a. Scientifically-based evidence on the physical and mental health effects based on the type of Marijuana Product
 - b. The amount of time to feel impairment
 - c. Visible signs of impairment
 - d. Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices
3. Compliance with all tracking requirements
4. Acceptable forms of identification, including:
 - a. How to check identification
 - b. Spotting false identification
 - c. Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission
 - d. Common mistakes made in verification
5. Other key state laws and rules affecting owners, managers, and employees, including:
 - a. Local and state licensing and enforcement
 - b. Incident and notification requirements
 - c. Administrative and criminal liability
 - d. License sanctions
 - e. Waste disposal
 - f. Health and safety standards
 - g. Patrons prohibited from bringing marijuana onto licensed premises
 - h. Permitted hours of sale
 - i. Conduct of establishment
 - j. Permitting inspections by state and local licensing and enforcement authorities
 - k. Licensee responsibilities for activities occurring within licensed premises
 - l. Maintenance of records
 - m. Privacy issues
 - n. Prohibited purchases and practice

ENERGY COMPLIANCE PLAN

This Policy is for a retail only establishment, therefore, in compliance with 935 CMR 500.105(15) Saromaa LLC ("Saromaa") performs the following as part of the implementation of this Policy:

Construction and Operations

- (a) Saromaa will identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and plan for implementation of such opportunities. Including:
 - 1. Use LED lighting wherever practical inside and outside of the facility;
 - 2. Construct the facility with environmentally sustainable materials as may be recommended by construction professionals including engaging a lead-certified contractor; and
 - 3. Lighting from windows, instead of artificial lighting, will be leveraged if practical and compliant with security regulations.
- (b) Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable. This is a retail only facility and Saromaa will not use more power than any other commercial retailer of any product may use. Saromaa will:
 - 1. If practical, attempt to recycle used lumber or other materials during demolition.
 - 2. Recycle all non-cannabis recyclable waste.
 - 3. Install solar panels should they be recommended by an engineer as having merit and are affordable with Saromaa's budget.
 - 4. Use air-hand dryers in the washrooms instead of paper towels.
 - 5. Installing low-flow toilets and faucet aerators in washrooms.
- (c) Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage).
 - 1. Saromaa will use LED lighting wherever practical throughout the facility.
 - 2. Saromaa will shut off lights when not necessary for the safe and secure operation of the facility.
- (d) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
 - 1. Saromaa will engage with MassSave to find any ways to improve energy efficiency.
 - 2. Phillipston is not a municipality served by a Municipal Lighting Plant:
[https://www.mass.gov/info-details/massachusetts-municipally-owned-electric-companies#towns-served-by-mlps-\(o-z\)-](https://www.mass.gov/info-details/massachusetts-municipally-owned-electric-companies#towns-served-by-mlps-(o-z)-)

Sourcing of Cannabis Products

Saromaa has will consider environmental sustainability in sourcing of retail products. The Commission has a regulatory structure in place to give a leadership rating to cannabis cultivators and product manufacturers pursuant to 935 CMR 500.040(1)(c) for their environmental

sustainability. Saromaa will consider these factors in choosing wholesale providers in addition to cost and quality of the product. Saromaa will seek wholesale providers who have been awarded that rating. Until that time, Saromaa will seek out wholesalers who can demonstrate the following:

- (a) that they have met or exceeded energy and environmental impact goals as may be set forth in the Commission's Regulations;
- (b) consistently documented and complied with known industry best management practices for energy use, waste disposal and environmental impact;
- (c) retired renewable energy credits representing 100% of their energy usage; or
- (d) accurately labeled all their products as being produced using 100% renewable energy.

Sourcing of Non-Cannabis Products

Source non-cannabis materials from local suppliers and whenever possible and seek products that:

- (a) Are manufactured in a sustainable fashion;
- (b) Do not contain toxic materials or ozone-depleting substances;
- (c) Can be recycled and/or are produced from recycled/renewable materials;
- (d) Do not make use of excessive packaging; and
- (e) Are designed to be repairable and not throwaway.

DIVERSITY PLAN

Statement of Purpose

To promote equity among people of color, women, Veterans, persons with disabilities, and LGBTQ+ people.

The Commission has identified as the following as diverse populations:

1. Minorities
2. Women
3. Veterans
4. People with Disabilities
5. People who self-identify as LGBTQ+

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

Goals

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

1. Increasing the number of individuals falling into the above-listed demographics working at Saromaa by implementing the following hiring goals:
 - a. At least 30% of all staff will be minorities
 - b. At least 40% of all staff will be women
 - c. At least 10% of all staff will be veterans
 - d. At least 10% of all staff will be people with disabilities
 - e. At least 10% of all staff will be LGBTQ+
2. Increasing the number of individuals falling into the above-listed demographics working at Saromaa, when hiring is needed, by seeking applicants with a focus on attracting minorities, women, veterans, people with disabilities and people who identify as LGBTQ+.
3. To purchase wholesale products from licensed diverse businesses. To the extent the information is available, Saromaa shall attempt to purchase wholesale products from businesses comprised of:
 - a. At least 30% minorities
 - b. At least 40% women
 - c. At least 10% veterans
 - d. At least 10% people with disabilities
 - e. At least 10% LGBTQ+

Programs

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

1. Annually, Saromaa will announce to its employees that the employees are free to provide information internally regarding the composition of Saromaa's staff, in a legal and non-discriminatory manner, to discern how Saromaa is meeting its stated diversity goals.
2. Should hiring be needed, hiring advertisements and job fair notices will describe that Saromaa welcomes minorities, women, veterans, people with disabilities and members of the LGBTQ+ community. The number of advertisements and the length of time during which these advertisements run will be determined by hiring needs, including the number of roles to fill as well as the number of qualified applicants who apply.
3. Saromaa will review the Commission's website for license tracker to search for priority businesses, and should it be feasible, and all else be equal, Saromaa will purchase wholesale products from such DBEs.

Measurements

Saromaa's staff will administer this Plan and will be responsible for developing measurable outcomes to ensure the company continues to meet its commitments. Such measurable outcomes, in accordance with Saromaa's goals and programs described above, include:

1. Document the information that is gathered internally among existing staff, specifically the number of individuals from the above referenced demographic groups who have been hired and retained
2. Document any advertisements placed and/or job fair notices posted with language that welcomes and encourages diverse populations to apply, including minorities, women, veterans, people with disabilities and members of the LGBTQ+ community.
3. Document DBEs that are wholesale providers.

To ensure that Saromaa is meeting its commitments and can demonstrate progress and success to the Commission upon the yearly renewal of the license, Saromaa will review and evaluate the proposed measurements outlined above to assess its Plan at least biannually.

Acknowledgements

Saromaa will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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