



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC281770  
Original Issued Date: 06/04/2020  
Issued Date: 06/17/2021  
Expiration Date: 06/19/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: PURE BOTANICALS LLC

Phone Number: 303-549-4848 Email Address: purebotanicalsma@gmail.com

Business Address 1: 26 Livingston Ave

Business Address 2:

Business City: Pittsfield

Business State: MA

Business Zip Code: 01201

Mailing Address 1: 26 Livingston Ave

Mailing Address 2:

Mailing City: Pittsfield

Mailing State: MA

Mailing Zip Code: 01201

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role: Cultivation Manager

First Name: Mark

Last Name: Penna

Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity: Italian	

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control: 50
Role: Owner / Partner	Other Role:
First Name: DEVIN	Last Name: BAJARDI Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity: Spanish, Jewish, Italian	

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

##### Entity with Direct or Indirect Authority 1

Percentage of Control:	Percentage of Ownership:		
Entity Legal Name: Turnbuckle Consulting LLC	Entity DBA:	DBA City:	
Entity Description: Turnbukle will over see design, construction and day to day bill pay for Pure Botanicals LLC			
Foreign Subsidiary Narrative:			
Entity Phone:	Entity Email:	Entity Website:	
Entity Address 1:		Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:	
Entity Mailing Address 1:		Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:	
Relationship Description: Turnbuckle Consulting will over see design, construction and day to day bill pay for Pure Botanicals LLC. It will not own nor have an authority over Pure Botanicals.			

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: Turnbuckle Consulting LLC	Entity DBA:
Email: lost741@gmail.com	Phone: 303-549-4848
Address 1: 26 Livingston Ave	Address 2:
City: Pittsfield	State: MA Zip Code: 01201
Types of Capital: Monetary/Equity	Other Type of Capital: Total Value of Capital Provided: \$269774.71 Percentage of Initial Capital: 100
Capital Attestation: Yes	

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 239 West St

Establishment Address 2:

Establishment City: Pittsfield

Establishment Zip Code: 01201

Approximate square footage of the Establishment: 7100

How many abutters does this property have?: 33

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment: Indoor

### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment: Indoor

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Agreement Cert.pdf	pdf	5c76d7c83d84de123a611b03	02/27/2019
Community Outreach Meeting Documentation	Berkshire Eagle COM.pdf	pdf	5c7a11369ff0081b4821b27c	03/02/2019
Plan to Remain Compliant with Local Zoning	Zoning Compliance.pdf	pdf	5c82ccb9293a5312448eaf40	03/08/2019
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5db30a414b00122fe399f3f0	10/25/2019
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5e5c05b849038b46abf1be68	03/01/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5e712f65f0445c357cb03acf	03/17/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$1

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.pdf	pdf	5e61324f8b5ea5469520def0	03/05/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Devin

Last Name: Bajardi Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Mark

Last Name: Penna Suffix:

RMD Association: Not associated with an RMD

Date generated: 09/24/2021

Page: 3 of 6

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

Role: Investor/Contributor

Other Role:

Entity Legal Name: Turnbuckle Consulting LLC

Entity DBA:

Entity Description: Turnbuckle will over see design, construction and day to day bill pay for Pure Botanicals LLC

Phone: 303-549-4848

Email: lost741@gmail.com

Primary Business Address 1: 26 Livingston Ave

Primary Business Address 2:

Primary Business City: Pittsfield

Primary Business State: MA

Principal Business Zip Code:  
01201

Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

#### Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	5c30489e21b7c17a8fe2ee80	01/05/2019
Bylaws	Bylaws.pdf	pdf	5c3102ca8f456971f84521bc	01/05/2019
Secretary of Commonwealth - Certificate of Good Standing	Commonwealth Good Standing.pdf	pdf	5db48becba9d562b3e03204f	10/26/2019
Department of Revenue - Certificate of Good standing	DOR good standing.pdf	pdf	5db48c06ec4af12b5426b87f	10/26/2019

#### Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	unemployment assistance renewal.pdf	pdf	6058ba48d90419077cc32d58	03/22/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of good standing secretary of Commonwealth.pdf	pdf	60677a388d8557457dbb6622	04/02/2021
Department of Revenue - Certificate of Good standing	Certificate of good standing MASS DOR.pdf	pdf	60677a885997354560762eb6	04/02/2021

Massachusetts Business Identification Number: 001323522

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

#### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Pure Botanicals Property & GL Quote.pdf	pdf	5c6f08cb635d511b3474f7a6	02/21/2019
Business Plan	Business Plan.pdf	pdf	5d9b44bac1702815d521b5e6	10/07/2019
Proposed Timeline	Proposed timeline 4-21.pdf	pdf	6067859e518b4d44994149c9	04/02/2021



## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage Plan.pdf	pdf	5d9b45a979b12e15e03da0fc	10/07/2019
Restricting Access to age 21 and older	Restricted Access to Adults 21 and Older.pdf	pdf	5db48cc7d5c8962b282dbc1a	10/26/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5db48d9b90352a2b339adc7c	10/26/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5db48db8ec4af12b5426b885	10/26/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5db48e150724b82ff99cecd7	10/26/2019
Personnel policies including background checks	Personnel Policies.pdf	pdf	5db48e9dcdbfc22fc658d4dc	10/26/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5db48ebb63788d2fee316799	10/26/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5db48ef4ba9d562b3e032056	10/26/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5db48f23c9aebd2b498a9aaf	10/26/2019
Transportation of marijuana	Transportation Plan.pdf	pdf	5db78c0dba9d562b3e0325f3	10/28/2019
Security plan	Security Plan.pdf	pdf	5debc68d7aad8653363c08cb	12/07/2019
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation 1.pdf	pdf	5df92a0afab70557127ee8cd	12/17/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5e04f95b00f72d57285ee831	12/26/2019
Diversity plan	Diversity Plan 4_21.pdf	pdf	608c3dc5954bd3079c68ee34	04/30/2021

## ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

## ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

## COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

**Description of Progress or Success:** Still under construction. Compliance with Positive Impact Plan has not been implemented.

#### COMPLIANCE WITH DIVERSITY PLAN

##### Diversity Progress or Success 1

**Description of Progress or Success:** Still under construction. Compliance with Diversity Plan has not been implemented.

#### HOURS OF OPERATION

<b>Monday From:</b> 10:00 AM	<b>Monday To:</b> 7:00 PM
<b>Tuesday From:</b> 10:00 AM	<b>Tuesday To:</b> 7:00 PM
<b>Wednesday From:</b> 10:00 AM	<b>Wednesday To:</b> 7:00 PM
<b>Thursday From:</b> 10:00 AM	<b>Thursday To:</b> 7:00 AM
<b>Friday From:</b> 10:00 AM	<b>Friday To:</b> 7:00 PM
<b>Saturday From:</b> 10:00 AM	<b>Saturday To:</b> 7:00 PM
<b>Sunday From:</b> 12:00 PM	<b>Sunday To:</b> 5:00 PM

## Host Community Agreement Certification Form

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

### Applicant

I, Darin Bengerdi, (insert name) certify as an authorized representative of Pure Botanicals LLC (insert name of applicant) that the applicant has executed a host community agreement with City of Pittsfield (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 1/24/19 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Linda M. Tyler, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Pittsfield (insert name of host community) to certify that the applicant and City of Pittsfield (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 1/24/19 (insert date).

Linda M. Tyler  
Signature of Contracting Authority or  
Authorized Representative of Host Community



# Classifieds

To place your ad,  
call 1-800-234-7404

Public Notices

(SEAL)  
**COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
18SM005292  
ORDER OF NOTICE**

To:  
Edward Walker

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

Bayview Loan Servicing, LLC

claiming to have an interest in a Mortgage covering real property in North Adams, numbered 438 River Street, given by Edward Walker to Chase Bank USA, N.A., dated May 8, 2007, and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 1295, Page 1018, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before October 29, 2018 or you will be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, JUDITH C. CUTLER Chief Justice of said Court on September 12, 2018.

Attest: Deborah J. Patterson  
Recorder

11629  
09/21/18

**CITY OF NORTH ADAMS  
Fair Housing Notice**

It is your right to fair housing as covered under Title VIII of the Federal Fair Housing Law and Chapter 151B of the state fair housing laws. Generally, it is your right to buy, lease, rent, own, borrow funds for, and possess housing from any party, without regard to your race, color, religion, national origin, ancestry, sex, age, children, marital status, veteran history, handicap, blindness, hearing impairment, public and rental assistance status. If you feel you have been discriminated against you are encouraged to contact the City's Fair Housing Commission at 662-3000 Ext. 3227. Fair housing - it's your right! A public service announcement provided by the City of North Adams Fair Housing Commission. September 21, 2018 09/21/18

**COMMONWEALTH OF MASSACHUSETTS**

(SEAL) LAND COURT

**DEPARTMENT OF THE TRIAL COURT**

18 SM 004141

**ORDER OF NOTICE**

TO:

**Christina Ziter AKA Christina Marie Ziter-Koffi; Jean-Claude D. Ziter-Koffi aka Jean-Claude Didier Ziter-Koffi**

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

**Wells Fargo Bank National Association, as Trustee for Carrington Mortgage Loan Trust, Series 2007-FRE1, Asset-Backed Pass-Through Certificates**

claiming to have an interest in a Mortgage covering real property in Pittsfield, numbered **28-30 Monroe Street**, given by **Christina Ziter to Mortgage Electronic Registration Systems, Inc.** as nominee for **Fremont Investment & Loan, its successors and assigns., and dated December 28, 2006**, and recorded with the **Berkshire County (Middle District) Registry of Deeds** in Book **3701, Page 172, as affected by a Loan Modification Agreement, dated April 9, 2014, and recorded in said Registry in Book 5406, Page 209**, and now held by plaintiff by assignment has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at **Three Pemberton Square, Boston, MA 02108** on or before **October 22, 2018** or you may be forever barred from claiming that you are entitled to the benefits of said Act.

Witness, JUDITH C. CUTLER Chief Justice of this Court on September 6, 2018

Attest: Deborah J. Patterson  
Recorder

(16-009504 Orlans)  
09/21/18

**COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT**

**COMPLAINT TO FORECLOSE TAX LIEN**

[seal]  
**Nos. 17TL001084, 17TL001086 & 17TL001087**

TO ALL WHOM IT MAY CONCERN,

Public Notices

and

No. 17TL001084  
To any former stockholders, officers, creditors, and any other persons claiming any interest in West Granville Christian Academy, Inc., a Massachusetts corporation formerly located in Granville, Hampden County, said Commonwealth and now or formerly located in Avon, in the State of Connecticut; Michael Martineau, as President of said West Granville Christian Academy, Inc., now or formerly of Pittsfield, Berkshire County, said Commonwealth; John Ungshire, as Treasurer of said West Granville Christian Academy, Inc., now or formerly of Enfield, in the State of Connecticut; John H. Mitchell, Jr., as Clerk of said West Granville Christian Academy, Inc., now or formerly of Longmeadow, Hampden County, said Commonwealth; Santee Remaly, as Director of said West Granville Christian Academy, Inc., now or formerly of Vero Beach, in the State of Florida; and as they are both Officers and Directors of said West Granville Christian Academy, Inc., or their heirs, devisees, legal representatives, successors and assigns:

No. 17TL001086  
Marion E. Accetta, formerly known as Marion E. Gagne, deceased, formerly of North Adams, Berkshire County, said Commonwealth; Gwendolyn Boillat and Larry Harvey, both now or formerly of North Adams, Berkshire County, said Commonwealth; Commonwealth of Massachusetts (Estate Recovery Unit), located in Worcester, Worcester County, said Commonwealth; or their heirs, devisees, legal representatives, successors and assigns:

No. 17TL001087  
Richard A. Barbeau, deceased, formerly of North Adams, Berkshire County, said Commonwealth; Mark E. Barbeau and Paul E. Barbeau, both now or formerly of North Adams, Berkshire County, said Commonwealth; Commonwealth of Massachusetts (Estate Recovery Unit), located in Worcester, Worcester County, said Commonwealth; or their heirs, devisees, legal representatives, successors and assigns:

Whereas, three (3) complaints have been presented to said Court by Tallage Lincoln, LLC, of Boston, Suffolk County, said Commonwealth; to foreclose all rights of redemption from the tax lien proceedings described in said complaints in and concerning three (3) certain parcels of land situate in the City of North Adams, in the County of Berkshire, and in said Commonwealth, bounded and described in said complaints as follows:

No. 17TL001084  
Land in said North Adams, with the building thereon, at 136 Veazie St., shown as Parcel 64 on Assessors' Map 58, described in Berkshire No. Dist. Deeds, B. 1432, P. 1017.

No. 17TL001086  
Land in said North Adams, with the building thereon, at 264 Daniels Road, shown as Parcel 12 on Assessors' Map 4, described in Berkshire No. Dist. Deeds, B. 627, P. 12.

No. 17TL001087  
Land in said North Adams, with the buildings thereon, at 81 Holbrook Street, shown as Parcel 108 on Assessor's Map 153, described in Berkshire No. Dist. Deeds, B. 606, P. 560.

If you desire to make any objection or defense to said complaint you or your attorney must file a written appearance and an answer, under oath, setting forth clearly and specifically your objections or defense to each part of said complaint, in the office of the Recorder of said Court in Boston (at the Courthouse located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the twenty-second day of October in the year two thousand and eighteen.

Unless an appearance is so filed by or for you, your default will be recorded, the said complaint will be taken as confessed and you will be forever barred from contesting said complaint or any judgment entered thereon.

And in addition to the usual service of this notice as required by law, it is ordered that the foregoing citation be published forthwith once in the Berkshire Eagle a newspaper published in Pittsfield.

Witness, JUDITH C. CUTLER, Esquire, Chief Justice of said Court, this thirtieth day of August in the year two thousand and eighteen.

Attest with Seal of said Court.  
Deborah J. Patterson  
Recorder

Plaintiff's Attorney:  
John D. Finnegan, Esq.,  
Hill Law,  
6 Beacon Street, Suite 6  
Boston, MA 02108  
Tel.: (617) 494-8300  
09/06/18

**Commonwealth of Massachusetts  
The Trial Court  
Probate and Family Court**

**CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO G.L.c.190B, §§-304  
Docket No. BE18P0642GD**

In the matter of: Suzanne A. Flach  
Of: Pittsfield, MA

Respondent  
Alleged Incapacitated Person

To the named Respondent and all other interested persons, a petition has been filed by **Victoria A. Reardon** of Leesville, SC in the above captioned matter alleging that **Suzanne A. Flach** is in need of a Guardian and requesting that **Victoria A. Reardon** of Leesville, SC be appointed as Guardian to serve Without Surety on the bond.

Berkshire Probate and Family Court

Public Notices

44 Bank Row  
Pittsfield, MA 01201

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority.

**You have the right to object to this proceeding.** If you do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of **10/16/18**. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

**FURTHER NOTICE ON HEARING**  
A status conference has been scheduled for **October 19, 2018 at 2:00pm** and a trial has been scheduled for **November 7, 2018 at 2:00 p.m.**, 44 Bank Row, Pittsfield, MA 01201, to be attended by the respondent, her counsel, the petitioner and other interested persons who file appearances herein.

**IMPORTANT NOTICE**

**The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.**

**WITNESS,  
Hon. Richard A. Simons,  
First Justice of this Court**  
Date: September 17, 2018  
**Francis B. Marinaro**  
Register of Probate

John R. Gobel, Esq.  
MARTIN & OLIVEIRA, LLP  
75 South Church Street, Suite 550  
Pittsfield, MA 01201  
413-443-6455  
09/21/18

**LEGAL NOTICE  
MORTGAGEE'S SALE  
OF REAL ESTATE**

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Andrew N. Schmidt and Patricia A. Hoffman n/k/a Patricia A. Schmidt to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for NetBank FSB, dated December 1, 2005 and recorded in Berkshire County (Northern District) Registry of Deeds in Book 1230, Page 919 (the "Mortgage") of which mortgage U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT is the present holder by assignment from Mortgage Electronic Registration Systems, Inc., as nominee for NetBank, its successors and/or assigns to Nationstar Mortgage LLC dated August 4, 2016 recorded in Berkshire County (Northern District) Registry of Deeds in Book 01601, Page 872 and assignment from Nationstar Mortgage LLC to U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT dated May 17, 2018 recorded in Berkshire County (Northern District) Registry of Deeds in Book 1654, Page 189, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 153-155 Cliff Street, North Adams, MA 01247 will be sold at a Public Auction at 12:00 PM on October 17, 2018, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

Beginning at a point in the northwest line of Cliff Street, which is the southwesterly corner of the property herein conveyed and is seven-tenths (7/10) of a foot westerly from the westerly face of a bank wall, which stands on the easterly side of a ditch and on the premises herein conveyed; thence northerly parallel to said face of bank wall and along the westerly line of the premises conveyed about 80.8 feet and to a point opposite a drill hole in a flint rock in the face of said bank wall; thence easterly parallel to and five and four-tenths (5.4) feet southerly from the base board of the southerly side of a dwelling standing on the premises now or formerly of M.P. Ryan, next northerly of the property herein conveyed about 91.5 feet to the westerly line of Glen Avenue, said line being also marked by a piece of iron pipe driven at or near the westerly line of Glen Avenue; thence southerly along the westerly line of Glen Avenue about 64.3 feet to the northwesterly line of Cliff Street; thence westerly along the northerly line of Cliff Street, 3 rods and 14 links to the place of beginning. Being the southerly portion of Lot No. 95 corrected, as marked on plan of lots formerly of Stiles Curtis, surveyed by F. P. Brown, C.E., dated January 8, 1873 and on file in the Northern Berkshire District Registry of Deeds in Drawer No. 36 of rolled maps.

Meaning and intending to convey and hereby expressly conveying, all and singular, the same premises conveyed to the mortgagors herein by deed of Germaine H. Gamache dated August 5, 1992, recorded in said Registry of Deeds in Book 848, Page 322.

For mortgagor's title see deed recorded with the Berkshire County

Public Notices

(Northern District) Registry of Deeds in Book 848, Page 322.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.  
U.S. Bank National Association, not in its individual capacity but solely as trustee for the RMAC Trust, Series 2016-CTT  
Korde & Associates, P.C.  
900 Chelmsford Street  
Suite 3102  
Lowell, MA 01851  
(978) 256-1500  
Schmidt, Andrew N., 16-026237  
09/21/18, 09/28/18, 10/05/18

**NOTICE OF MORTGAGEE'S SALE  
OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Barbara J. Rundback and Frederic J. Rundback to Mortgage Electronic Registration Systems, Inc., as nominee for New Day Financial, LLC dated November 14, 2006, recorded at the Berkshire County (Middle District) Registry of Deeds in Book 3684, Page 189; said mortgage was then assigned to HSBC Mortgage Services, Inc. by virtue of an assignment dated May 31, 2013, and recorded in Book 5201, Page 60; and further assigned to U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust by virtue of an assignment dated March 21, 2014, and recorded in Book 5363, Page 51; of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 09:00 AM on October 9, 2018, on the mortgaged premises. This property has the address of 1450 North Street, Unit 208, The Pines Condominium, Pittsfield, MA 01201. The entire mortgaged premises, all and singular, the premises as described in said mortgage: THE LAND IN PITTSFIELD, BERKSHIRE COUNTY, MASSACHUSETTS, BOUNDED AND DESCRIBED AS FOLLOWS: BUILDING 2, UNIT NO. 208 (THE "UNIT"), LOCATED OFF NORTH STREET AND EAST ACRES ROAD IN PITTSFIELD, MASSACHUSETTS, WHICH CONDOMINIUM WAS CREATED PURSUANT TO M.G. L. CHAPTER 183A BY THE RECORDING OF A MASTER DEED (THE "MASTER DEED") DATED JANUARY 25, 1988, AND RECORDED ON JANUARY 28, 1988, WITH THE BERKSHIRE MIDDLE DISTRICT REGISTRY OF DEEDS IN BOOK 1222, PAGE 147&C, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: THE UNIT CONTAINS APPROXIMATELY 990 SQUARE FEET AND IS SHOWN ON THE FLOOR PLANS (THE "FLOOR PLANS") RECORDED WITH THE MASTER DEED AND ON THE FLOOR PLAN ATTACHED TO THE DEED OF LAKE RIDGE ASSOCIATES TO DIANA L. WALL, DATED MAY 13, 1988, AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 1232, PAGE 274, TO WHICH IS AFFIXED THE VERIFIED STATEMENT IN THE FORM REQUIRED BY SAID CHAPTER 183A, SECTION 9. SAID UNIT IS HEREBY CONVEYED TOGETHER WITH: 1. AN UNDIVIDED 2.439 PERCENT INTEREST IN THE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM, AS IT MAY BE AMENDED PURSUANT TO PROVISIONS OF THE MASTER DEED; 2. THE EXCLUSIVE RIGHT TO USE THOSE COMMON AREAS AND FACILITIES APPURTENANT TO SAID UNIT AS SET FORTH IN THE MASTER DEED; 3. ALL OTHER RIGHTS, EASEMENTS, AGREEMENTS, INTERESTS AND PROVISIONS CONTAINED IN THE MASTER DEED, THE BY-LAWS OF THE CONDOMINIUM AND THE RULES AND REGULATIONS (THE "RULES AND REGULATIONS") ADOPTED PURSUANT THERETO, AS ANY OF THE SAME MAY BE AMENDED FROM TIME TO TIME PURSUANT TO THE PROVISIONS THEREOF. SAID UNIT IS CONVEYED SUBJECT TO AND WITH THE BENEFIT OF: 1. THE PROVISIONS OF CHAPTER 183A AS THE SAME MAY BE AMENDED FROM TIME TO TIME; 2. THE PROVISIONS OF THE MASTER DEED (INCLUDING, WITHOUT LIMITATION, THE TITLE MATTERS SET FORTH ON EXHIBIT A TO THE MASTER DEED), THE BY-LAWS AND THE RULES AND REGULATIONS, IN EACH CASE AS THE SAME MAY BE AMENDED FROM TIME TO TIME PURSUANT TO THE PROVISIONS THEREOF; 3. COVENANTS AND RESTRICTIONS CONTAINED IN A DECLARATION OF EASEMENTS DATED JANUARY 25, 1988 AND RECORDED ON JANUARY 28, 1988 WITH SAID REGISTRY IN BOOK 1222, PAGE 141&C, AS AMENDED BY AMENDMENT TO DECLARATION

Public Notices

OF EASEMENTS DATED FEBRUARY 19, 1988 AND RECORDED WITH SAID REGISTRY IN BOOK 1223, PAGE 921&C. BEING THE SAME PROPERTY CONVEYED TO FREDERICK J. RUNDBACK BY DEED FROM GEORGE F. KOCH AND GRACE L. KOCH RECORDED 11/23/2005 IN DEED BOOK 03393 PAGE 227, IN THE REGISTRY OF DEEDS PLAN FOR BERKSHIRE COUNTY, MASSACHUSETTS. Subject to and with the benefit of easements, reservation, restrictions, and taking of record, if any, insofar as the same are now in force and applicable. In the event of any typographical error set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this sale. Terms of Sale: Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens and State or County transfer fees, if any there are, and TEN THOUSAND DOLLARS (\$10,000.00) in cashier's or certified check will be required to be paid by the purchaser at the time and place of the sale as a deposit and the balance in cashier's or certified check will be due in thirty (30) days, at the offices of Doonan, Graves & Longoria, LLC ("DG&L"), time being of the essence. The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale-date by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies, and rights of possession, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder at the foreclosure sale shall default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of foreclosure, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the Mortgagee's attorneys, the amount of the required deposit as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by DG&L, (hereinafter called the "Escrow Agent") until the deed shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: August 21, 2018 U.S. Bank Trust, N.A., as Trustee for LSF8 Master Participation Trust By its Attorney DOONAN, GRAVES & LONGORIA, LLC, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670  
www.dgandl.com  
30200.89 (RUNDBACK)  
09/14/18, 09/21/18, 09/28/18

**Public Notice  
Community Outreach Meeting**

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business applying for a license from the Massachusetts Cannabis Control Commission (CCC). We are having a community outreach meeting to discuss the site, it's plans, and it's adherence to CCC regulations. All public is welcome to attend the meeting on **September 27th 28th at 2 pm at the Italian-American Club 203 Newell St, Pittsfield, MA 01201**. There will be an opportunity for the public to ask questions.  
09/21/18

**Request For Proposals  
City of North Adams  
RFP/Bid # NA-2018-023**

The City of North Adams, MA, acting by and through its Office of Community Development (OCD), is soliciting proposals from not-for-profit social service agencies and/or from licensed providers to implement their agency's services/programs that will benefit low/moderate income persons that reside in North Adams, especially those services that help sustain and improve the economic security and self-sufficiency of the affected individuals. Proposals shall be reviewed by the City's Human Services Commission with assistance provided by the OCD. An anticipated total of \$30,000 to \$40,000 will be sought for this campaign, which envisions assisting up to no more than five eligible agencies.

Project RFPs are available at the North Adams Office of Community Development, City Hall, after 12:00 P.M. on Thursday, September 20, 2018, or can be viewed on the municipal website of www.northadams-ma.gov. Proposals must be received no later than 2:00 PM on Thursday, October 18, 2018, at the Office of Community Development, Room # 213, City Hall - 10 Main Street, North Adams, MA 01247, after which time all received proposals shall be taken to the second floor conference Room # 218 where they shall be opened and identified as to its proposer. All proposals will receive consideration without regard to race, creed, color,

age, sex, religion or national origin.

This project is slated for funding from the City's FY'2019 Community Development Block Grant from the U.S. Department of Housing & Urban Development, pursuant to Title I of the Housing & Community Development Act of 1974, and is contingent upon the City's official award of said funding on or about July 1, 2018 from the State Department of Housing & Community Development, having secured its executed Grant Agreement from said funding source as well as meeting any other post-award grant requirements.

Any questions concerning the proposed project should be directed to the Office of Community Development between 8:00 AM and 4:30 PM in person, Monday through Friday from 8:00 AM to 4:30 PM, or by calling 413-662-3000 (x-3229). The City of North Adams is an Affirmative Action/Equal Opportunity Employer.

Michael F. Nuvalie  
CPO/SPC  
09/21/18, 09/28/18

**TOWN OF STOCKBRIDGE  
PLANNING BOARD  
PUBLIC HEARING**

Notice is hereby given that the Stockbridge Planning Board is scheduling a public hearing at the **Stockbridge Town Offices, for 6:30 p.m. on Tuesday, October 2, 2018**. They will consider High Lawn Realty's appeal of the Stockbridge Historic Preservation Committee's recommendation for 29 East Street. The appeal is under the Historic Preservation and Demolition Delay Article XXII of the Stockbridge Town Bylaws. The application is in the Planning Board Office in the Town Offices.  
09/21/18

**Announcements**

**3rd Annual  
JAMM'N! FOR  
JAYCEE'S  
FIGHT FOR A CURE!  
Food! Raffles!  
Awesome Music!**

**Sunday, October 14th  
Tavern at the "A"  
Crane Avenue, Pittsfield  
Noon-8p.m.  
\$20  
(Children 12 & under FREE)**

**Live Music Featuring:**  
•**4-1 TRIO**  
•**RED HANDED**  
•**SHYNE**  
•**LICENSE TO GROOVE**  
•**BOTTOMS UP**  
•**LIVE WIRE**

**JAYCEE DANFORTH**  
Please support 4-year-old Jaycee Danforth's life journey with Rett Syndrome (a rare neurological disorder comparable to Autism, Cerebral Palsy, Parkinson's Disease & Epilepsy combined)

**ALL PROCEEDS  
GO DIRECTLY  
TO RETT SYNDROME  
RESEARCH TRUST**

This is a fundraiser to help fund research for treatments and a cure for this debilitating disease.

**DONATIONS CAN ALSO BE  
MADE DIRECTLY TO:  
RSRT  
67 Under Cliff Rd.  
Trumbull, CT 06611  
or at  
www.reverserett.org/donate  
on behalf of Jaycee Danforth**

**FOR TICKETS, DONATIONS  
OR INFORMATION  
Please call  
Steven (413)329-6451  
or Brandi 413-441-7481**

**Lost**

**HYDRO FLASK.** Lemon colored water bottle, 32 oz. big mouth, lost at bottom of Bousquet Mtn. Had duct tape around it and burnt bottom. **REWARD IF FOUND.** 413-822-8094

**LOST.** Gray tiger, long haired female cat. Last seen a week ago in High Street area. Very skittish. Her name is Molly. **Please call if found or seen. 413-447-6937**

**Found**

**FOUND.** Harley Davidson helmet near East Street, Pittsfield next to H&S Auto. Call with description to claim. 413-441-6671

**Business Opportunities**

**FOR LEASE.** Zoned for Marijuana business. Immediate occupancy. 2 locations; East St & West Housatonic St in Pittsfield. 413-441-9919

**Business Rentals**

**PITTSFIELD,**  
Elm Street, 1,200 sf retail space in busy shopping center. Prime location. **845-638-6600**

**Apartment Rentals**

**1 BDRM.** \$475/month.  
**2 BDRM.** \$775/month.  
Appliances, no utilities.  
No pets. 413-442-9724

**★ NEW AD TODAY ★**

**ADAMS.** Large 2 bedroom, 2nd floor. Off street parking, yard. \$700/mo. plus utilities. No pets. No smoking. First, last, references. **413-441-4278.**

**ALL RENTALS**  
on-line at:  
www.rhabc.com  
by the  
Rental Housing Association  
of  
Berkshire County

**IT'S THE CONVENIENCE** that keeps people coming back to the great deals found in the classifieds.



## Local Zoning Compliance Plan

I, Devin Bajardi, of Pure Botanicals, LLC., have read and understand the zoning requirements of Pittsfield, Massachusetts, Chapter 23 regulations. Local zoning amendments will be adhered to as required by law by Pure Botanicals LLC., it's owners, and it's agents.

In order to remain compliant, any new building alterations, signs, and/or parking lot changes will be submitted to the city of Pittsfield with site and/or construction plans to obtain corresponding permits. All changes will first be reviewed by the appropriate city employees for approval and will remain within the character of the neighborhood.

Pure Botanicals LLC. has applied for a special use permit as outlined in SECTION 7.8 CONDITIONAL USES REQUIRING SPECIAL USE PERMIT. With the issuing of the special permit we understand and will conduct day to day business in compliance with the provisions of this ordinance.

SECTION 7.850 — RECREATIONAL MARIJUANA RETAIL AND/OR MEDICAL MARIJUANA RETAIL REQUIREMENTS as added 6-27-2013 and amended 4-10-2018 specifically outlines requirements \*for all marijuana establishments within Pittsfield city limits. In paragraph (D) Performance Standards (section 3): five main requirements are outlined to address local siting and land use concerns in relation to location of marijuana establishments.

These are as follows:

- a) Character of the neighborhood to include visual compatibility with surrounding uses.
- b) Proximity to other licensed marijuana uses to prevent clustering.
- c) Relationship to surrounding uses to avoid unnecessary exposure to minors.
- d) The provision of adequate lighting to promote security for customers and the public.
- e) Hours of operation.
- f) Site design and another development-related site impacts.

With the issuance of the special permit, Pure Botanicals LLC has met these requirements as reviewed by the Zoning Board of Appeals and the Planning Development Board of Pittsfield. If any changes are necessary affecting a part of the ordinance, a formal description will be submitted to the appropriate city officials for approval prior to carrying out changes.

 3/4/19  
Devin Bajardi, Co-Owner, Pure Botanicals, LLC.  
Tel: (303)549-4848

## Community Outreach Meeting Attestation Form

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

I, Derin Bazarji, (insert name) attest as an authorized representative of Pure Botanicals LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on September 28, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on September 21, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on Sept, 28 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on September 19, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

Yes.

**ATTACHMENT C**  
**COMMUNITY OUTREACH DOCUMENT**



Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N205  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

PO Box 7840  
Springfield, MA 01102

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

208 West St.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

PO Box 307  
N. Adams, MA 01247

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

70 Allen St.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

70 Allen St.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

75 S. Church St.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

PO Box 307  
N. Adams, MA 01247

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com



Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #S202  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #S301  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N303  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N304  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

2015 E. Glenn Dr.  
Phoenix, Az. 85020

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N305  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N103  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N301  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com



Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N203  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N202  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #201  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

Recipient Name  
353 Housatonic St.  
Lenox, MA 01240

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

Recipient Name  
353 Housatonic St.  
Lenox, MA 01240

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

9 Lori Ct.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N104  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

City Hall  
Attn:  
70 Allen St.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com



Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #N302  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

37 Concord PKWY  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #S103  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

City Hall  
Attn:  
70 Allen St.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

Recipient Name  
PO Box 8499  
Philadelphia, PA 19101

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

DBA Jubilee Condominiums  
65 Columbus Ave.  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

25 Shawmut Rd.  
Canton, MA 02021

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

71 South Church St. #S204  
Pittsfield, MA 01201

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com



Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

581 Winne Ave.  
Oradell, NJ 07649

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

PO Box 270  
Hartford, CT 06141

Dear Recipient Name,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,

Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

## **ATTACHMENT B**

### **Community Outreach Meeting Documentation**

Pure Botanicals  
46 Lucille St.  
Pittsfield, MA 01201

September 20, 2018

City Hall  
Attn: Cornelius J. Hoss, City Planner  
70 Allen St.  
Pittsfield, MA 01201

Dear Cornelius J. Hoss,

Pure Botanicals, LLC is a proposed retail and cultivation cannabis business located at 239 West St, Pittsfield, MA 01201. It is applying for a license from the Massachusetts Cannabis Control Commission (CCC). All abutters are required to be notified of our community outreach meeting to discuss the site, it's plans, and its adherence to CCC regulations.

All public is welcome to attend the meeting on September 28<sup>th</sup> at 2pm at the Italian-Americans Club at 203 Newell St, Pittsfield, MA. There will be an opportunity for the public to ask questions.

Sincerely,



Devin Bajardi & Mark Penna, Owners, Pure Botanicals, LLC  
Telephone: (303)549-4848  
Email: purebotanicalsma@gmail.com

# Pure Botanicals, LLC.

---

**Devin Bajardi**

Co-owner

26 Livingston Ave

Pittsfield, MA, 01201

303-549-4848

purebotanicalsma@gmail.com

March 21, 2021

**To Whom It May Concern:**

Pure Botanicals is currently in the construction phase, awaiting a certificate of occupancy from the city of Pittsfield. Thus, it has not begun operations and is not creating revenue.

The community host agreement with the city of Pittsfield is not yet active and will not become so until final licensure is received from the CCC.

Sincerely,



**Devin Bajardi**

# **The Green Gateway Positive Impact Program, Pure Botanicals LLC**

## **Introduction**

This direct mentor-to-mentee program will be hosted in Pittsfield, MA, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. Pure Botanicals LLC. has committed to funding the *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence at the receipt of a provisional Marijuana Establishment license. Quarterly scheduled seminars will be promoted and advertised through print media, social media, poster campaigns, and any other means to acquire mentees.

## **Acknowledgements**

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

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

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

## **Goals:**

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, "...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**.

The goal of the program is to provide ADI communities access to the following training, educational and mentorship resources, with a goal of attracting 25% of attendees from the PTG described above:

- Access to **quarterly** training seminars (see seminar content below)
  - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
  - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.

- PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.
- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, a resource center providing documents and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals.
- Promote PTG attendee participation in a wide-reaching survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

## Programs:

The *Green Gateway Positive Impact Program* comprises three main elements:

**One day seminar** - This free, quarterly seminar will be conducted at a suitable venue in the above ADI or for PTG participants remotely. The goal of these seminars is to directly assist members of the PTG by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

### Seminar Content:

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>● Introduction</li> <li>● A brief history of Marijuana regulation</li> <li>● Federal Law, State Law, Regulations and Administrative Decisions</li> <li>● The Cannabis Control Commission</li> <li>● Developing your vision</li> <li>● Developing your business plan</li> <li>● The Application Process - Threading the needle</li> </ul> | <ul style="list-style-type: none"> <li>● Community Resources for Economic Development</li> <li>● Home-Grown Cannabis regulations</li> <li>● Employment in the Marijuana Industry</li> <li>● Open Forum</li> <li>● Next steps</li> </ul> |
|---|---|

**Mentorship and Counseling** - Seminar participants will be offered free, **ongoing** access to a “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana Licensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to licensing, compliance and regulatory resources that provides access to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ sessions, where PTG participants may pose questions and receive answers to Marijuana industry related issues.
- A **weekly** telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

**Positive Impact Survey** - A goal and measurement of our program progress will be our Positive Impact Survey. All participants in the seminar may complete and submit the pre-seminar baseline survey. The goal of the survey is to help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the seminar. This will help identify our core survey group.

The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will help assess and measure the obstacles and routes to success for PTG participants.

### **Measurements:**

**Program Progress and Success** - The success and impact of this program will be measured through the following means:

- **Attendance** - Attendance will be counted and recorded through both the survey and attendee records. Attendance goals will be achieved if at least 25% of attendees are PTGs or from any ADI.
- **Feedback** - All attendees, survey participants, and survey recipients will be asked to complete feedback surveys on the content and delivery of this program. Our feedback goals will be achieved if 75% or more attendees provide feedback and that feedback rating is at least 3.5 out of 5.
- **Sustainability** - One of our benchmarks of success will be sustained participation in our program. We define “sustained participation” as the continued engagement of at least 25% of attendees in our post seminar activities such as mentorship and counseling activities, accessing our resource center, or participating in our weekly telephone conference during the 3 months following their first seminar.
- **Survey Data use** -The success of our survey data efforts may be measured by the circulation of our annual data report to at least two state or area organizations: the governing body of the above ADI, and an independent regional workforce development and/or economic development organization.
- **License Renewal:** A comprehensive annual report that shows the progress or success of this plan will be provided to the CCC prior to annual renewal of the license and each year thereafter, commencing with the date of provisional license.

**ARTICLES OF ORGANIZATION**  
**OF**  
**Pure Botanicals LLC**

We, the undersigned persons do hereby adopt the following Articles of Organization for the purpose of forming a Massachusetts Limited Liability Company.

**Article I**

The name of the Limited Liability Company is to be Pure Botanicals LLC

**Article II**

**Registered office address:**

46 Lucille St. Pittsfield, MA, 01201

**Article III**

**Address of business:**

239 West St. Pittsfield, MA, 01201

**Article IV**

**The purpose for which the LLC is organized is to engage in:**

Pursuant to regulation put forth by the Massachusetts Cannabis Control Commission the LLC shall cultivate cannabis to be sold in its own retail store. All excess will be sold to other lawful recreation marijuana establishments. All



additional products beyond marijuana flowers sold in said retail store will be purchased from other licensed entities.

## **Article V**

**The LLC shall continuously maintain an agent in the state of Massachusetts for the service of process who is an individual residing in said state. The name and address of the initial agent shall be:**

Devin Bajardi

46 Lucille St.

Pittsfield, MA, 01201

## **Article VI**

Devin Bajardi Owner,

46 Lucille St.

Pittsfield, MA, 01201

Mark Penna Owner,

46 Lucille St.

Pittsfield MA, 01201

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF Pure Botanicals, LLC

PURSUANT TO CHAPTER 156C – LIMITED LIABILITY COMPANY ACT

This Agreement, entered into on October 23, 2018, is a

MULTI-MEMBER LLC OPERATING AGREEMENT, entered into by and between

Mark Penna, of 6719 E.Almeria Rd, 85257

Devin Bajardi, of 1526Steele St. 80206

\_\_\_\_\_, of \_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_  
hereinafter known as the “Members”

WHEREAS the Members desire to create a limited liability company under the laws of the State of Massachusetts and set forth the terms herein of the Company’s operation and the relationship between Members.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Members and the Company agree as follows:

## 1. **Name and Principal Place of Business**

The name of the Company shall be Pure Botanicals, LLC. The principal place of business of the Company shall be at 239 West St, City of Pittsfield, in the State of Massachusetts.

## 2. **Formation**

The Company was formed on October 23, 2018, when the Members filed the Articles of Organization with the office of the Secretary of State of the State of Massachusetts pursuant to the statutes governing limited liability companies in the State of Massachusetts.

## 3. **Purpose**

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Members in their discretion shall determine.

#### **4. Term**

The term of the Company shall be perpetual, commencing on the filing of the Articles of Organization of the Company, and continuing until terminated under the provisions set forth herein.

#### **5. Member Capital Contributions**

Members shall have no right to withdraw or reduce their contributions to the capital of the Company until the Company has been terminated unless otherwise set forth herein. Members shall have no right to demand and receive any distribution from the Company in any form other than cash and members shall not be entitled to interest on their capital contributions to the Company.

The liability of any Member for the losses, debts, liabilities and obligations of the Company shall be limited to the amount of the capital contribution of each Member plus any distributions paid to such Member, such Member's share of any undistributed assets of the Company; and any amounts previously distributed to such Member by the Company.

#### **6. Distributions**

For purposes of this Agreement "net profits" and "net losses" mean the profits or losses of the Company resulting from the conduct of the Company's business, after all expenses, including depreciation allowance, incurred in connection with the conduct of its business for which such expenses have been accounted.

The term "cash receipts" shall mean all cash receipts of the Company from whatever source derived, including without limitation capital contributions made by the Members; the proceeds of any sale, exchange, condemnation or other disposition of all or any part of the assets of the Company; the proceeds of any loan to the Company; the proceeds of any mortgage or refinancing of any mortgage on all or any part of the assets of the Company; the proceeds of any insurance policy for fire or other casualty damage payable to the Company; and the proceeds from the liquidation of assets of the Company following termination.

The term "capital transactions" shall mean any of the following: the sale of all or any part of the assets of the Company; the refinancing of mortgages or other liabilities of the Company; the receipt of insurance proceeds; and any other receipts or proceeds are attributable to capital.

The "Capital Account" for each Member shall mean the account created and maintained for the Member in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv).

The term “Members’ Percentage Interests” shall mean the percentages set forth opposite the name of each Member Below:

<u>Member</u>	<u>Percentage Interest</u>
<u>Mark Penna</u>	<u>45</u> %
<u>Devin Bajardi</u>	<u>55</u> %
<u></u>	<u></u> %
<u></u>	<u></u> %

During each fiscal year, the net profits and net losses of the Company (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Member in proportion to the Members' Percentage Interests. The net profits of the Company from capital transactions shall be allocated in the following order of priority:

- (a) to offset any negative balance in the capital accounts of the Members in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then
- (b) to the Members in proportion to the Members' Percentage Interests. The net losses of the Company from capital transactions shall be allocated in the following order of priority:
- (c) to the extent that the balance in the capital accounts of any Members are in excess of their original contributions, to such Members in proportion to the excess balances until all such excess balances have been reduced to zero; then
- (d) to the Members in proportion to the Members' Percentage Interests.

The cash receipts of the Company shall be applied in the following order of priority:

- (a) to the payment of interest or amortization on any mortgages on the assets of the Company, amounts due on debts and liabilities of the Company other than those due to any Member, costs of the construction of the improvements to the assets of the Company and operating expenses of the Company;
- (b) to the payment of interest and establishment of cash reserves determined by the Members to be necessary or appropriate, including without limitation, reserves for the operation of the Company's business, construction, repairs, replacements, taxes and contingencies; and
- (c) to the repayment of any loans made to the Company by any Member. Thereafter, the cash receipts of the Company shall be distributed among the Members as hereafter provided.

## **7. Books, Records and Tax Returns**

The Members, or their designees, shall maintain complete and accurate records and books of the Company's transactions in accordance with generally accepted accounting principles.

The Company shall furnish each Member, within forty-five days after the end of each fiscal year, an annual report of the Company including a balance sheet, a profit and loss statement a capital account statement; and the amount of such Member's share of the Company's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The Company shall prepare all Federal, State and local income tax and information returns for the Company and shall cause such tax and information returns to be timely filed. Within seventy-five days after the end of each fiscal year, the Company shall forward to each person who was a Member during the preceding fiscal year a true copy of the Company's information return filed with the Internal Revenue Service for the preceding fiscal year.

Upon request, the Company shall furnish to each Member, a current list of the names and addresses of all of the Members of the Company, and any other persons or entities having any financial interest in the Company.

## **8. Management of the Company**

The business and affairs of the Company shall be conducted and managed by the Members in accordance with this Agreement and the laws of the State of Massachusetts.

All decisions respecting the management, operation and control of the business and affairs of the Company and all determinations made in accordance with this Agreement shall be made by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests.

The Members shall not, without the prior written consent of the unanimous vote or consent of the Members, sell, exchange, lease, assign or otherwise transfer all or substantially all of the assets of the Company; sell, exchange, lease (other than space leases in the ordinary course of business), assign or transfer the Company's assets; mortgage, pledge or encumber the Company's assets other than is expressly authorized by this Agreement; prepay, refinance, modify, extend or consolidate any existing mortgages or encumbrances; borrow money on behalf of the Company; lend any Company funds or other assets to any person in an amount; establish any reserves for working capital repairs, replacements, improvements or any other purpose, in excess of an aggregate of \$20,000.00; confess a judgment against the Company; settle, compromise or release, discharge or pay any claim, demand or debt, including claims for insurance; approve a merger or consolidation of the Company with or into any other limited liability company, corporation, partnership or other entity; or change the nature or character of the business of the Company.

## **9. Right of First Refusal**

If a Member desires to sell, transfer or otherwise dispose of all or any part of their interest in the Company, such Member (the "Selling Member") shall first offer to sell and convey such interest to the other Members before selling, transferring or otherwise disposing of such interest to any other person, corporation or other entity. Such offer shall be in writing, shall be given to every other Member, and shall set forth the interest to be sold, the purchase price to be paid, the date on which the closing is to take place (which date shall be not less than thirty nor more than sixty days after the delivery of the offer), the location at which the closing is to take place, and all other material terms and conditions of the sale, transfer or other disposition.

Within fifteen days after the delivery of said offer the other Members shall deliver to the Selling Member a written notice either accepting or rejecting the offer. Failure to deliver said notice within said fifteen days conclusively shall be deemed a rejection of the offer. Any or all of the other Members may elect to accept the offer, and if more than one of the other Members elects to accept the offer, the interest being sold and the purchase price therefore shall be allocated among the Members so accepting the offer in proportion to their Members' Percentage Interests, unless they otherwise agree in writing.

If any or all of the other Members elect to accept the offer, then the closing of title shall be held in accordance with the offer and the Selling Member shall deliver to the other Members who have accepted the offer an assignment of the interest being sold by the Selling Member, and said other Members shall pay the purchase price prescribed in the offer.

If no other Member accepts the offer, or if the Members who have accepted such offer default in their obligations to purchase the interest, then the Selling Member within 120 days after the delivery of the offer may sell such interest to any other person or entity at a purchase price which is not less than the purchase price prescribed in the offer and upon the terms and conditions which are substantially the same as the terms and conditions set forth in the offer, provided all other applicable requirements of this Agreement are complied with. An assignment of such interest to a person or entity who is not a Member of the Company shall only entitle such person or entity to the allocations and distributions to which the assigned interest is entitled, unless such person or entity applies for admission to the Company and is admitted to the Company as a Member in accordance with this Agreement.

If the Selling Member does not sell such interest within said 120 days, then the Selling Member may not thereafter sell such interest without again offering such interest to the other Members in accordance with this Agreement.

## **10. Admission of New Members**

The Company may admit new Members (or transferees of any interests of existing Members) into the Company by the unanimous vote or consent of the Members.

As a condition to the admission of a new Member, such Member shall execute and acknowledge such instruments, in form and substance satisfactory to the Company, as the Company may deem necessary or desirable to effectuate such admission and to confirm

the agreement of such Member to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such new Member shall pay all reasonable expenses in connection with such admission, including without limitation, reasonable attorneys' fees and the cost of the preparation, filing or publication of any amendment to this Agreement or the Articles of Organization, which the Company may deem necessary or desirable in connection with such admission.

No new Member shall be entitled to any retroactive allocation of income, losses, or expense deductions of the Company. The Company may make pro rata allocations of income, losses or expense deductions to a new Member for that portion of the tax year in which the Member was admitted in accordance with Section 706(d) of the Internal Revenue Code and regulations thereunder.

In no event shall a new Member be admitted to the Company if such admission would be in violation of applicable Federal or State securities laws or would adversely affect the treatment of the Company as a partnership for income tax purposes.

## **10. Dissolution and Liquidation**

The Company shall terminate upon the occurrence of any of the following :

- (i) the election by the Members to dissolve the Company made by the unanimous vote or consent of the Members;
- (ii) the occurrence of a Withdrawal Event with respect to a Member and the failure of the remaining Members to elect to continue the business of the Company as provided for in this Agreement above; or
- (iii) any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Company.

The liquidation of the Company shall be conducted and supervised by a person designated for such purposes by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests (the "Liquidating Agent"). The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Company in accordance with this Agreement.

Promptly after the termination of the Company, the Liquidating Agent shall cause to be prepared and furnished to the Members a statement setting forth the assets and liabilities of the Company as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Company shall be applied and distributed in the following order of priority:

- a) to the payment of the expenses of liquidation and the debts and liabilities of the Company, other than debts and liabilities to Members;

- b) to the payment of debts and liabilities to Members;
- c) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company, which reserves shall be paid over to licensed attorney to hold in escrow for a period of two years for the purpose of payment of any liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as provided;
- d) to the Members in proportion to their respective capital accounts until each Member has received cash distributions equal to any positive balance in their capital account, in accordance with the rules and requirements of Treas. Reg. Section 1.704-1(b)(2)(ii)(b); and
- e) to the Members in proportion to the Members' Percentage Interests.

The liquidation shall be complete within the period required by Treas. Reg. Section 1.704-1(b)(2)(ii)(b).

Upon compliance with the distribution plan, the Members shall no longer be Members, and the Company shall execute, acknowledge and cause to be filed any documents or instruments as may be necessary or appropriate to evidence the dissolution and termination of the Company pursuant to the Statutes.

## **12. Representations of Members**

The execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any State or other governmental authorities, as the same may be amended.

## **13. Arbitration**

Any dispute, controversy or claim arising out of or in connection with this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the city in which the principal place of business of the Company is then located, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any other time or place or under any other form of arbitration mutually acceptable to the parties involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in a court of competent jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own



experts, evidence and attorneys' fees, except that in the discretion of the arbitrator any award may include the attorney's fees of a party if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic or in bad faith.

#### **14. Amendments**

This Agreement may not be altered, amended, changed, supplemented, waived or modified in any respect or particular unless the same shall be in writing and agreed to by the affirmative vote or consent of Members holding a majority of the Members' Percentage Interests. No amendment may be made to Articles that apply to the financial interest of the Members, except by the vote or consent of all of the Members. No amendment of any provision of this Agreement relating to the voting requirements of the Members on any specific subject shall be made without the affirmative vote or consent of at least the number or percentage of Members required to vote on such subject.

#### **15. Miscellaneous**

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Massachusetts. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.


This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement this day of October 23, 2018

**Pure Botanicals, LLC**

  
Signature

Mark Penna  
Print

11/20/2018  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

  
Signature

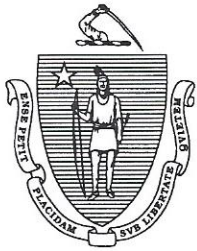
Devin Bongardi  
Print

11/20/2018  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date



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

William Francis Galvin  
Secretary of the  
Commonwealth

October 16, 2019

TO WHOM IT MAY CONCERN:

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

**PURE BOTANICALS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 13, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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: **MARK PENNA, DEVIN R BAJARDI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MARK PENNA, DEVIN R BAJARDI**

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L1478393728  
Notice Date: October 17, 2019  
Case ID: 0-000-502-406



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PURE BOTANICALS LLC  
239 WEST ST  
PITTSFIELD MA 01201-5847

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

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

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### ***Visit us online!***

Visit [mass.gov/dor](http://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

Feb 08, 2019

**Insurance Indication Prepared Exclusively For:**

Pure Botanicals LLC  
239 West Street  
Pittsfield, MA 01201

**Prepared By**

Francesca Piccirillo  
(440) 414-6722  
fpiccirillo@cannasure.com

**Quote Information**

Named Insured	Pure Botanicals LLC
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Commercial Property and General Liability
Policy Term	12 Months
Description of Business	Cultivators

**Premium Summary**

Total Premium, Taxes, Fees	
Property Premium	\$2,050.00
General Liability Premium	\$3,150.00
Equipment Breakdown Premium	\$241.00
Inspection Fee	\$200.00
Policy Fee	\$350.00
Taxes	\$217.64
Total Amount Due	\$6,208.64*

*\*Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

**Additional Comments**

25% Minimum Earned Premium

10% Retail Agent Commission

Please make checks payable to:  
Please mail payment to:

CIS Insurance Services, LLC  
1468 W. 9th Street  
Cleveland, OH 44113

## Commercial General Liability Indication

Feb 08, 2019

### Quote Information

Issuing Company	Topa Insurance Company, a Surplus Lines Company
Policy Term	12 Months
Description of Business	Cultivators

### Coverage Information

Coverage	Commercial General Liability
Coverage Form	Occurrence

### Limits

General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products/Completed Operations Limit	Excluded
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit	\$100,000
Medical Expense Limit	\$5,000
Employee Benefits Liability Limit	Excluded
Hired & Non-Owned Auto Limit	Excluded

**\*\* Defense Outside the Limit**

### Deductible

No Deductible

### Classification

Operations	Cultivators
Premium Basis / Exposure	\$3,000,000 Sales

### Schedule of Named Insured(s)

Pure Botanicals LLC

### Optional Coverages Available (additional premium may apply and underwriting required)

Terrorism  
Hired and Non-Owned Auto (*completed questionnaire required prior to quoting*)  
Employee Benefits Liability  
Employers Liability "Stop Gap"  
Additional Insured

## Commercial Property Indication

Feb 08, 2019

### Quote Information

Issuing Company	Topa Insurance Company, a Surplus Lines Company
Policy Term	12 Months
Description of Business	Cultivators

### Property Schedule

Location 1/Building 1: 239 West St, Pittsfield, MA	
\$100,000	Business Personal Property – Replacement Cost, 80% Coinsurance
\$550,000	Tenant Improvements and Betterments – Replacement Cost, 80% Coinsurance

### Deductible

Each Claim	\$2,500
Wind and Hail	2%

### Additional Coverages Included

Equipment Breakdown

### Optional Coverages Available (additional premium may apply and underwriting required)

Terrorism

Sewer Backup

Expanded Property Endorsement

Property in Transit

Ordinance or Law

**FORMS LIST**

CG 00 01 (04 13) COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
CG 21 04 (11 85) EXCLUSION-PRODUCTS-COMPLETED OPERATIONS HAZARD  
CG 21 06 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION  
CG 21 09 (06 15) EXCLUSION-UNMANNED AIRCRAFT  
CG 21 32 (05 09) COMMUNICABLE DISEASE EXCLUSION  
CG 21 36 (03 05) EXCLUSION-NEW ENTITIES  
CG 21 44 (04 17) LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION  
CG 21 46 (07 98) ABUSE OR MOLESTATION EXCLUSION  
CG 21 47 (12 07) EMPLOYMENT-RELATED PRACTICES EXCLUSION  
CG 21 49 (09 99) TOTAL POLLUTION EXCLUSION ENDORSEMENT  
CG 21 51 (04 13) AMENDMENT OF LIQUOR LIABILITY EXCLUSION-EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES  
CG 21 66 (06 15) EXCLUSION-VOLUNTEER WORKERS  
CG 21 67 (12 04) FUNGI OR BACTERIA EXCLUSION  
CG 21 70 (01 15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
CG 21 96 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION  
CG 24 10 (07 98) EXCESS PROVISION-VENDORS  
CIS AUDIT 01 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT  
CIS CGL DEC 01 (10 17) COMMERCIAL GENERAL LIABILITY DECLARATIONS  
CIS CP 14 20(02 19) ADDITIONAL PROPERTY NOT COVERED-CANNABIS AND HEMP  
CIS CP 99 11(10 17) PROTECTIVE SAFEGUARDS  
CIS CP 99 30(10 17) TOTAL FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION  
CIS CP 99 31(10 17) EXCLUSION-NAMED STORM  
CIS CP 99 60(08 18) EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT  
CIS CP DEC 02 (10 17) COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE  
CIS CP DEC 02 A (10 17) CANNABIS AND HEMP SCHEDULE  
CIS DEC T 01 (10 17) COMMON POLICY DECLARATIONS  
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT  
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY  
CIS GL 30 01(10 17) EXCLUSION-BANNED SUBSTANCES  
CIS GL 30 02(10 17) EXCLUSION-CARCINOGENS  
CIS GL 34 50(10 17) EXCLUSION-LIQUOR LIABILITY  
CIS GL 34 51(10 17) EXCLUSION-ASSAULT OR BATTERY  
CIS GL 34 52(10 17) EXCLUSION-ASBESTOS  
CIS GL 34 53(10 17) EXCLUSION-FIREARMS  
CIS GL 34 54(10 17) EXCLUSION-ANIMAL  
CIS GL 34 55(10 17) EXCLUSION-AMERICANS WITH DISABILITIES ACT  
CIS GL 34 56(10 17) EXCLUSION-RESIDENTIAL OCCUPANCY  
CIS GL 34 57(10 17) EXCLUSION-LEAD  
CIS GL 34 58(10 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES  
CIS GL 34 59(10 17) EXCLUSION-CROSS SUITS  
CIS GL 34 60(10 17) EXCLUSION-FIDUCIARY  
CIS GL 34 61(10 17) EXCLUSION-GOVERNMENTAL ACTS AND CRIMINAL ACTIVITIES  
CIS GL 34 62(10 17) EXCLUSION-PROFESSIONAL SERVICES  
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT  
CIS NOTICE TRIA 2 (12 17) POLICYHOLDERS DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE (ACQUIRED)  
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE  
CP 00 10 (10 12) BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CP 00 90 (07 88) COMMERCIAL PROPERTY CONDITIONS  
CP 01 09 (10 00) MASSACHUSETTS CHANGES  
CP 01 40 (07 06) EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA  
CP 03 21 (10 12) WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE





1468 W. 9th Street  
Cleveland, OH 44113  
Phone: (800) 420-5757  
Fax: (800) 420-1975

CP 10 30 (09 17) CAUSES OF LOSS-SPECIAL FORM  
CP 10 36 (10 12) LIMITATIONS ON COVERAGE FOR ROOF SURFACING  
CP 10 64 (10 12) MASSACHUSETTS-FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION AND  
LIMITATIONS  
IL 00 17(11 98) COMMON POLICY CONDITIONS  
IL 00 21(09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT  
IL 09 35(07 02) EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES  
IL 09 52(01 15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM  
IL N 001 (09 03) FRAUD STATEMENT

**THIS IS AN INDICATION ONLY. WE WOULD WANT TO QUOTE THIS ONLY WHEN THEY ARE CLOSER TO BEING OPERATIONAL.**

**Subjectivities — All Subjectivities Required Prior To Binding:**

- Signed and dated Cannasure Marijuana Application – Must reflect bound quote
- 3 years currently valued Loss Runs or No Known Loss Letter
- Contact information for loss control property inspection
- Satisfactory loss control inspection must be completed within 30-days of the policy effective date
- Copy of the insured's active state license to grow, process or dispense marijuana
- Completed and signed TRIA Rejection Form **\*\*(if not signed, TRIA will automatically be added to premium)\*\***
- Completed Surplus Lines Diligent Search Form
- Surplus Lines Disclosure Form signed and dated by the insured
- Completed, signed and dated Cannasure Bind Request Form. The insured must initial next to Premium Finance cancellation notice acknowledging they have read and understood
- Signed and dated Special Terms Form
- Signed and dated Surplus Lines Placement and Fee Agreement
- Confirmation deposit or full term premium – *scanned copy of check required prior to binding*

**Important Notice:**

Coverage may not be bound until a written order is received and all conditions and subjectivities are reviewed and approved by the Underwriter.

Please be advised, the terms and conditions proposed herein may not meet all the requested specifications, requested or desired coverage(s) or specifications, and it may not mirror or be the equivalent to any current or expiring terms the applicant may have. Please read and review the specifications herein carefully for your protection.

If bound, coverage will be provided on a non-admitted surplus lines basis.

**Special Terms:**

**Warrant:** Theft Coverage Mandates the Following:

- Active Monitored Central Station Burglar Alarm 24/7 (all doors and windows must be connected to the central station alarm)
- After Hours Security Guard Service (If Applicable)
- Active Video Surveillance Systems backed up on and offsite daily. Video surveillance must be provided for the past 14 days prior to a loss.
- Approved Safe or Vault for seeds & finished product. Minimum safe and vault requirements: 800 lb. with a 1 hour fire rating; under 2000lb must be bolted to the ground.
- Stock/Inventory must be stored in safe/vault during non-business hours. Stock outside of safe during business hours limited to 25% with a maximum of \$50,000.
- Buzz in system or security personnel at the door or Lobby has a double entrance or man trap

**Warrant:** Sprinkler – Subject to information provided on application (If Applicable)

Mandatory First year inspection and compliance with any arising recommendations.

***Consult the policy for all specific terms, conditions and exclusions***

**\*Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*By signing my name above, I certify that I have read the above information. Any questions concerning this policy have been discussed. My signature also certifies my understanding of and agreement with the above Special Terms.

**DECLARATION OF NO KNOWN LOSS  
NO MATERIAL CHANGE**

**CARRIER NAME:** Topa Insurance Company

**POLICY NUMBER:** TBD

**APPLICANT/INSURED NAME:** Pure Botanicals LLC

**COVERAGE EFFECTIVE DATE:**

The Applicant/Insured declares and warrants that after diligent inquiry, no claims or suits have been made against the applicant/insured, or, against the corporate entity or any predecessor corporate entity prior to the coverage effective date of this letter. Also, no Applicant, Named Insured(s), Additional Insured(s) or any person or entity which qualifies as an Insured has any knowledge of any incident, circumstance, act, error, omission or personal injury which may give rise to a claim being made against the Applicant, Insured, or against the corporate entity or any predecessor corporate entity.

The Applicant/Insured declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. The Applicant/Insured further declares and recognizes that this declaration is material to acceptance of the risk and that Underwriters reserve the right to rescind coverage of any Policy that is issued as a result of this application if the statements set forth herein and any attachments are erroneous for any reason.

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



1468 W. 9th Street  
Cleveland, OH 44113  
Phone: (800) 420-5757  
Fax: (800) 420-1975

**NOTICE OF SURPLUS LINES PLACEMENT TO INSURED  
CIS INSURANCE SERVICES, LLC  
PLEASE READ IT CAREFULLY**

**Notice to Insured:**

I hereby affirm that, prior to the placement of the insurance coverage with CIS Insurance Services, LLC, a surplus lines Broker, I have been advised that:

- The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and
- In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

**Notice of Administrative Fee:**

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Broker and is part of the insurance contract. I also affirm that said fee is reasonable.

- Amount of Administrative Fee: \$350

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BIND REQUEST FORM**

**Named Insured:** Pure Botanicals LLC

**Type of Coverage:** Commercial Package Policy

**Insurance Carrier:** Topa Insurance Company

**Effective Date:**

**Premium:** \$5,441.00

**Taxes/Fees:** \$767.64

**Total:** \$6,208.64

**Please circle one of the following:**

1. ☐ I elect to pay the full premium amount within 30 days of binding coverage
2. ☐ I elect to finance the premium through CIS Insurance Services, LLC and pay in monthly installments to GOTO Premium Finance.
3. ☐ I elect to finance the premium through retail agent (agreement to be provided upon binding)

**\*\*\*Be advised that if policy cancels for Non-Payment to the Premium Finance Company coverage may be eligible for Reinstatement however a Lapse in Coverage may apply\*\*\***

\_\_\_\_\_Insured's Initials

**Signature of Authorized Representative:** \_\_\_\_\_

**Name of Authorized Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*\*\*PLEASE MAKE ALL CHECKS PAYABLE TO CIS INSURANCE SERVICES, LLC\*\*\***

## **POLICYHOLDERS DISCLOSURE NOTICE TERRORISM INSURANCE COVERAGE (OFFER AND/OR DECLINATION)**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Coverage Prospective Premium \$ \_\_\_\_\_.

You have the right to decline this coverage for certified acts of terrorism. To decline, please sign this notice and promptly return to us or to your insurance representative.

*I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.*

\_\_\_\_\_  
Policyholder/Applicant's Signature

\_\_\_\_\_  
Policy Number

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date



# Business Plan



239 West St.  
Pittsfield, MA, 01201

Phone  
303-549-4848

[purebotanicalsMA@gmail.com](mailto:purebotanicalsMA@gmail.com)  
[purebotanicalsMA.com](http://purebotanicalsMA.com)



# Table of Contents

I.	<b>Executive Summary .....</b>	<b>3</b>
	Highlights	
	Team	
	Target Market	
	Timeline Objectives	
	Keys to Success	
II.	<b>Description of Business.....</b>	<b>5</b>
	Company Ownership/Legal Entity	
	Location	
	Interior	
	Products and Services	
	Suppliers	
	Management	
	Cultivation	
III.	<b>Marketing .....</b>	<b>9</b>
	Market Segmentation	
	Advertising	
	Competition	
	Pricing	
	Cultivation Production	
	Expansion	
IV.	<b>Appendix.....</b>	<b>12</b>
	Start-up Expenses	
	Cultivation Production	
	Income Projection Statement	
	Site Plan	
	Construction Build Plans	

---

## *Executive Summary*

---

### **Highlights**

Pure Botanicals, LLC is the creation of two seasoned marijuana cultivators with the vision of cultivating a high-quality connoisseur product to sell through its onsite retail establishment.

### **Team**

The owners (Mark and Devin) are a motivated combination of two entrepreneurs with a combined 18 years of experience working in various aspects within the marijuana industry.

Mark will manage the marijuana cultivation and will utilize an efficient and profitable technique learned through many years of working in large marijuana grow operations.

Devin will utilize skills learned through his background in retail and cultivation to fulfill the facility's operational needs including:

- Ordering from third party marijuana manufacturers
- Bookkeeping
- Ordering for cultivation needs
- Paperwork for regulatory requirements

The retail store will be managed by an experienced person that will be hired during the construction period. Candidates will be required to have a background in the retail world with experience in overseeing employees and scheduling.

### **Target Market**

Pure Botanicals will be a retail store which operates more like a boutique. With its many high-end cannabis strains, it will be geared towards the connoisseur customer. For a premium, these customers will receive a higher-quality product compared to what most large facilities can provide.

## **Timeline Objectives**

After receiving our provisional license we have estimated for a nine month buildout for the cultivation and retail facilities. They will be constructed in tandem on this time frame according to contractor estimates. After construction is complete and the CCC has deemed us to have met all the requirements according to plan, we will begin cultivation. The first harvest is estimated to take no more than six months to complete. To fill all the flower rooms within the building we plan on it not exceeding eight months.

Our retail location will commence operation as soon as we receive our licence from the CCC. Product from the cultivation will not be needed for the stores inventory. As harvests are complete we will fold in the inhouse product that is grown. Within eight months Pure Botanicals is planned to be fully operational.

## **Keys to Success**

Our success will be founded in our combined 18 years of experience in the marijuana horticultural industry. We are owner operators that have learned the particular art of cultivating marijuana plants in a large-scale setting, geared towards optimal plant strength and high yield production. After years of fine tuning our cultivation technique we can now produce a product that delights the finickiest of cannabis connoisseurs.

Both owners have extensive experience in various management positions, as well as with business ownership. This combined with the design of the existing building, that allows for a less expensive buildout with lower monthly overhead costs, will add to the efficiency and long-term viability of Pure Botanicals.

Pure Botanicals is located in a high traffic area with four lanes of continuous flowing traffic. The location is on the edge of the west side of town which consists of thousands of homes. Being mostly zoned residential, there will be few places eligible for other marijuana retail stores around Pure Botanicals. Additionally, the largest grocery store in Pittsfield is located across the street and will help to increase exposure and foot traffic.

---

## *Description of Business*

---

### **Company Ownership/Legal Entity**

Pure Botanicals is a Limited Liability Company comprised of four people.

Majority owner operators:

- a) Mark Penna
- b) Devin Bajardi

Minority silent owners:

- a) Chiara Bajardi
- b) Troy Bajardi

Two licenses will be held from the Cannabis Control Commission of Massachusetts for the sale and cultivation of recreational use marijuana.

A special Permit for the property has been issued by the city of Pittsfield for the proposed business uses of Pure Botanicals.

**Physical address:** 239 West St. Pittsfield, MA, 01201

**Hours of Operation:**

- **Retail:** Monday – Saturday: 10am – 7pm  
Sunday: 12am – 5pm
- **Cultivation:** Monday – Friday: 8am – 4pm

### **Location**

Pure Botanicals has leased a building that is zoned appropriately for the cultivation and retail of marijuana. There are many restrictions on properties that disqualify them due to proximity to schools and gathering places of children, which makes our location unique for this use. 239 West is located in a commercial district on a heavily traveled four lane road. The 23-space parking lot runs along West St. for excellent visibility with ample parking.

The property is situated on the edge of the eastern side of the city neighborhoods giving it thousands of potential customers with little competition due to zoning.

**Buildings information:**

- Cultivation building: 7100 sq. ft
- Retail space: 900 sq. ft
- Office, packaging: 650 sq. ft

**Interior**

When designing the retail store, it was Pure Botanicals aim to have a warm and comfortable atmosphere for the customers shopping experience. With the intention of being a part of the Pittsfield community and not just a store, the waiting room will be lined with works from local artists that are for sale. When it is their turn to enter the retail store, the customer will be greeted by a budtender who will remain with them and assist them with their shopping experience.

When entering the store, the customer will be in the ID check room. This room will have a half wall of safety glass with a gap on the bottom in order to accept ID's. To the right of the glass is a door that leads to the retail section where product displays and sales take place. Individual budtender stations will line the walls with displays of available products. Stairs will wind up along the wall to the second floor where offices and packaging rooms are located. This space is designed to provide a safe, inviting, and creative environment for our customers and employees alike.

**Products and Services**

Pure Botanicals will carry a wide array of marijuana and marijuana infused products which include:

- Infused edibles
- Tinctures
- CBD oils
- Marijuana flowers
- Massage creams
- Infused drinks
- Hash extracts
- Wax
- Salves

Pure Botanicals will cultivate many strains of cannabis for the connoisseur marijuana user. Our target market is people of all ages that are looking for interesting cross strains which cannot be found at other Cannabis stores. Many customers are interested in Indica and Sativa crosses which create modified strains with complex tastes and specific effects.

When a customer comes into Pure Botanicals, they will be able to ask any questions that may arise regarding products. Whether it's about usage, dosages or how it grows, our well-trained staff will take the time to help educate the public about marijuana. Having no time limit per customer ensures that our customers will receive all the time necessary for not only a transaction but also to build a relationship with us.

An important part of being a responsible supplier of marijuana products is to educate customers about the plant and the dangers of misuse. This product knowledge includes:

- Physical effects of marijuana
- The two types of marijuana (Sativa/Indica) and what their uses are
- Dosage recommendations
- Limitations of impairment (i.e. driving)
- Cultivation methods
- Chemical composition of marijuana (THC/CBD).

## **Suppliers**

- Pure Botanicals plans on carrying a large selection of marijuana infused edibles and extracts. These will be wholesale purchased through entities that apply for and are issued manufacturing licenses through the Cannabis Control Commission.
- The management of Pure Botanicals have had several meetings with potential license holders to create connections for supplying product lines. As entities begin to receive licenses and create products, Pure Botanicals will evaluate which products will be carried for our customers.

## **Management**

The owners of Pure Botanicals, Mark Penna and Devin Bajardi, have been involved in a variety of aspects of the marijuana industry which will help with successful execution of their goals.

Devin Bajardi:

- ❖ Owner of The Indoor Nature Store, a brick and mortar retail store supplying the public with top of the line marijuana cultivation supplies, in Phoenix, AZ.
- ❖ Taught informational classes to help the public learn how to safely and effectively cultivate their own marijuana.
- ❖ Organizer of Natures Compassion, a patient to patient network, connecting patients with medicinal marijuana and to other patients in need.

Mark Penna:

- ❖ Master grower for Green Halo Consulting. A 22,000 sq. ft marijuana grow facility in PHX AZ. Mark oversaw the day to day performance of eleven cultivation employees.
- ❖ Organizer of Arizona Alternative Medicine, a patient to patient network, connecting patients with medicinal marijuana and to other patients in need.
- ❖ Manager of The Indoor Nature Store, a brick and mortar retail store supplying the public with top of the line marijuana cultivation supplies, in Phoenix, AZ.

## **Cultivation**

All cultivation of marijuana flowers will be done onsite with the latest state of the art equipment. The facility will consist of 17 flower or bloom rooms with six double ended HID lights to allow the plants to obtain the ideal spectrums of light for optimal production.

An automated watering system will allow the plants to have a consistent supply of nutrients even at times when a cultivation technician is not onsite. With our innovative room design we control all atmospheric conditions to make sure we can provide the best product to our customers.

After cultivation is complete, employees will hand trim the marijuana flowers, removing its leaves, to ready them for packaging and for sale in the retail establishment. By hand trimming our flowers we will provide a higher quality product compared to our competitors. Most facilities use machines to trim which removes the THC-rich trichomes on the flower's exterior. This will help Pure Botanicals in its goal of supplying a superior product to the public.

---

## Marketing

---

### **Market Segmentation**

A comprehensive study of marijuana customers in Oregon and Colorado has shown that the average age of purveyors of retail stores is 44yrs old. This data shows the wide age range we can expect within our customers.

Older customers tend to purchase oils and tinctures generally used for their medicinal purposes. Marijuana flowers are more sought after by those over 40yrs of age compared to younger patrons. Infused edible goods are also a good seller for customer customers in this group. Younger customer, under the age of 40, typically sway more towards buying oils, hash extracts, and waxes.

Pure Botanicals has evaluated market research and plans on using it accordingly to provide an adequate selection of products for every customer.





## **Advertising**

There are a wide variety of apps that advertise for the marijuana industry and help direct customers to retail store locations. The most commonly used apps are Leafly and Weedmaps. We have budgeted for a continuous ad campaign, informing the public of our unique marijuana flower selections. Most advertising in the marijuana industry is done via online platforms. With this in mind, we have focused our budget around the expansion and use of our website as well as creating a strong social media presence.

## **Competition**

Pittsfield has stated that it will allow 35 Marijuana related licenses within city limits. Our facility is on the east side of downtown, located within a small commercial district. Most of the industrial warehouses that entities have applied for licenses have been situated on the western edge of the city. Due to the layout of the city, Pure Botanicals will have the largest clientele with the least amount of competition, compared to other marijuana retail stores. This will allow us to maintain stable pricing while retaining a large customer base.

## **Pricing**

Pricing within the marijuana market can be volatile dependent on the growing season and market availability. Many cultivation facilities choose to grow in greenhouses which only harvest at set times of the year. This creates a saturation of the market. Prices will also fluctuate due to cheaper expenses associated with greenhouse cultivation. Because of our in-house cultivation we can adjust to these trends and still maintain steady profit.

Our retail model will include pricing tiers for customers of all budgets, with an emphasis on the connoisseur clientele. To remain competitive in the market we plan to monitor competing stores price ranges and adjust as necessary to meet their price points.

Projections show a slight decrease of market value of marijuana products over the first five years of Massachusetts recreational sales. With this information Pure Botanicals is budgeting for a decrease in per product profits while increasing income through efficiency and expansion.

## **Cultivation Production**

### **Marijuana Flowers**

The cultivation department will consist of 17 flower rooms which will each produce 12 pounds of finished marijuana flowers per two-month cycle. The yearly production of the

facility is estimated at 1,224 pounds. Retail value of marijuana flowers after being separated into small packaged quantities will average \$4,400 per pound. On a wholesale price scale, one pound of retail ready marijuana flowers will sell for \$2,400. Pure Botanicals estimates 100% of marijuana flowers grown will be sold onsite at the retail price. Per year, estimated revenue from marijuana flowers will be \$5,385,600.

### **Trim**

Along with finished marijuana flower, sugar leaves and usable trim will be separated and sold to third party manufacturing entities to produce edibles or extracts. Using the owners' cultivation technique, previous averages estimate that 270 pounds of trim will be produced yearly by Pure Botanicals. Contracts for sale of trim will bring in an estimated \$110 per pound or \$29,700 per year.

### **Expansion**

Pure Botanicals plans on an expansion into a second building located at 239 West St by January 1<sup>st</sup>, 2022. The new facility consists of 6100 square feet of existing commercial space.

The buildings square footage will be divided in half. Additional cultivation rooms will be built which will produce an additional 360 pounds. In the second half, a manufacturing license will be applied for to expand the portfolio of marketable products that Pure Botanicals will produce. A manufacturing license will allow for the processing of usable trim produced during cultivation into:

- Waxes
- Oils
- Hash extracts
- Tinctures
- Salves

## Appendix

### Cultivation Production

	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Rooms harvested	2	4	6	8	9	8	9	8	9	8	9
Plants harvested	40	80	120	160	180	160	180	160	180	160	180
Usable Trim (LBS)	6	12	18	24	27	24	27	24	27	24	27
Flowers (LBS)	24	48	72	96	108	96	108	96	108	96	108

### Start-Up Expenses

Business Licenses: State	\$7,530
Business Licenses: City	\$10,000
Attorney's Fees	\$13,300
Engineer	\$24,000
Bond/Insurance	\$1,100
Rent: First Year	\$18,600
Exterior: Fencing, Parking Lot	\$16,000
Construction Materials: Interior	\$135,000
Cultivation Equipment	\$71,000
Security Equipment/Installation	\$49,000
Construction Labor	\$63,000
Computers/Software	\$6,000
Electrician with Materials	\$61,000
Retail Display/Shelving	\$5,000
POS	\$6,000
Nutrients	\$2,400

Utilities	\$4,000
Flooring	\$7,100
Furniture	\$4,000
Travel	\$3,800
Other: Miscellaneous	\$4,000
<b>TOTAL STARTUP EXPENSES</b>	<b>\$442,230</b>

## Income Projection Statement

	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Total
Est. Net Sales	391,023	391,023	391,023	391,023	391,023	391,023	391,023	391,023	391,023	391,023	391,023	391,023	4,692,000
Cost of Sales	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Gross Profit	390,550	390,550	390,550	390,550	390,550	390,550	390,550	390,550	390,550	390,550	390,550	390,550	4,686,600
Controllable Expenses:													
Salaries/Wages	36,526	36,526	36,526	36,526	36,526	36,526	36,526	36,526	36,526	36,526	36,526	36,526	438,321
Payroll Expenses	8,683	8,683	8,683	8,683	8,683	8,683	8,683	8,683	8,683	8,683	8,683	8,683	104,196
Accounting	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	16,800
Advertising	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	2,200	26,400
Travel/Auto	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
Supplies	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	57,600
Utilities/Security	9,140	9,140	9,140	9,140	9,140	9,140	9,140	9,140	9,140	9,140	9,140	9,140	109,680
Misc.	840	840	840	840	840	840	840	840	840	840	840	840	10,080
<i>Controllable Exp.</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>64,689</i>	<i>776,277</i>
Fixed Expenses:													
Rent	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Depreciation	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200
Insurance	513	513	513	513	513	513	513	513	513	513	513	513	6,156
Licensing	1,460	1,460	1,460	1,460	1,460	1,460	1,460	1,460	1,460	1,460	1,460	1,460	17,530
Misc.	480	480	480	480	480	480	480	480	480	480	480	480	5,760
<i>Fixed Expenses</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>6,053</i>	<i>72,636</i>
<i>Total Expenses</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>70,742</i>	<i>848,913</i>
Net Profit/Loss Before Taxes	319,808	319,808	319,808	319,808	319,808	319,808	319,808	319,808	319,808	319,808	319,808	319,808	3,837,696
Taxes	86,348	86,348	86,348	86,348	86,348	86,348	86,348	86,348	86,348	86,348	86,348	86,348	1,036,176
<b>NET PROFIT/LOSS AFTER TAXES</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>233,460</b>	<b>2,801,520</b>



## **Restricting Access to Adults 21 and older**

Pursuant to 935 CMR 500.105 and 935 CMR 500.140, no persons under the age of 21 can purchase marijuana nor enter a marijuana retail establishment. This includes employees of Pure Botanicals who must meet the requirements of being 21 years of age or older. Persons not meeting these requirements will not be eligible to submit resumes or complete an employment application. In no instance can a visitor be below 21 years old including service personnel from third parties hired to complete work in the facility. The following measures have been put into place in order to comply with the Massachusetts cannabis control commissions regulations.

A 12"x 12" sign will hang on the front door stating "21 and over. ID required." Upon entering will be a 9'1"x 15'8" waiting area. There will be no marijuana products within or in view of the waiting area.

On the far wall of the waiting room will be a shatterproof window with a 3-inch slit on the bottom where ID's will be inspected. In accordance with 935 CMR 500.140 (2), a marijuana establishment agent will require customers to slide a government issued ID under the window for an on-premise verification that the individual is 21 years of age or older. The employee will take the ID, ensure that the photo matches the customer, and will verify the authenticity of the ID by using an ultraviolet counterfeit ID detector. This will authenticate 47 state licenses and ID's, as well as US passports.

Only after verifying their age and identity will a customer be allowed to pass through the steel security door to the product viewing and purchasing room.

## **Record keeping procedures**

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. The company will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

### **1. Written Operating Procedures as required by 935 CMR 500.105**

The store manager has copies of the company operating procedures.

- a) It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
- b) All employees are responsible for ensuring that these operating procedures are followed.
- c) Any deviation from standard operating procedures must be authorized by the store manager or your immediate supervisor.
- d) These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
- e) Any material changes will be communicated to the Commission
- f) Inventory records as required by 935 CMR 500.105(8);

### **2. Inventory records include:**

- Shipping manifests
  - Delivery and unpacking video recordings
  - Daily sales stock withdrawal and return reports
  - Weekly inventory reports
  - Product return reports
- a) Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.
  - b) Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.



- c) Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
  - If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
  - Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- d) Weekly inventory reports - Each week, the store manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- e) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- f) The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- g) Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
- h) Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- i) All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

### **3. Personnel records:**

- a) All personnel files are to be stored in the records cabinet
- b) The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- c) The company organizational chart will be clearly posted in the

office area but may also be found the operations manual and employee handbook.

- d) A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - documentation of verification of references; the job
  - description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - documentation of periodic performance evaluations;
  - a record of any disciplinary action taken.
  - notice of completed responsible vendor and eight-hour related duty training.
  - records of any health and safety related incidents
- e) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

#### **4. Personnel policies and procedures**

- a) All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- b) Certain specialized procedures are contained in the security plan.
- c) All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- d) All personnel files are to be stored in the records cabinet
- e) All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- f) All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12) .
- g) In the course of normal operations small amounts of marijuana

waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).

- h) All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- i) The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- j) At least two licensed marijuana agents must witness and document this process.
- k) Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

#### **5. Security Device Log**

- a) The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- b) Employees acknowledge the receipt or return of such devices by signing this log.
- c) Recording the issue and return of all security devices is the responsibility of the store manager or senior management as required in the security plan.
- d) The issue of security devices may only be authorized by the store manager or senior management as required in the security plan.
- e) The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

## **Maintaining of Financial Records**

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. The company will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

### **1. Business Financial Records**

In all recordkeeping instances Pure Botanicals will follow Record Retention and DOR Directive 16-1 830 CMR 500.10(6).

The company will maintain business financial records, which shall include manual or computerized records of:

- Assets and liabilities.
  - Monetary transactions.
  - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
  - Sales records including the quantity, form, and cost of marijuana products; and
  - Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- a) Inventory records include:
- Shipping manifests
  - Delivery and unpacking video recordings
  - Daily sales stock withdrawal and return reports
  - Weekly inventory reports
  - Product return reports
- b) Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- c) Pure Botanicals will not utilize software or other methods to manipulate or alter sales data.
- d) All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.

- e) The accounting software used will provide security and back-up capabilities in accordance with 935 CMR 500.000 and the company security plan.
- f) Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- g) The accounts will be reviewed monthly by a licensed CPA to determine that no software has been installed that could be utilized to manipulate or alter sales data. The findings of the monthly analyst will be maintained in the records cabinet. In a case where sales data has been altered or manipulated the CCC will be notified and all employees of Pure Botanicals will cooperate in an investigation and take other action directed by the CCC.
- h) The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- i) Pure Botanicals will have two separate POS software systems in an instance where non marijuana products are sold.
- j) The store manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- k) Expense records
  - store managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
  - Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.

## 2. Contracts and Agreements

The company will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;

- Sales and Purchase agreements
- Loan agreements
- Rental agreements
- Lease agreements

- Franchise agreements
- Sale and lease back agreements
- Trading agreements with suppliers
- Insurance policies
- Legal documentation

All such documentation must be digitized, and a hard copy stored in the records cabinet.

I) Other documents may include;

- Deposits with utility companies
- Contracts with telecommunications companies
- Business registration documents and certificates
- Business licensing documents
- Surety bonds
- Tax records

All such documentation must be digitized, and a hard copy stored in the records cabinet.

## **Personnel Policies & Background Checks**

Pure Botanicals will implement a staffing plan accordance to 935 CMR 500.105. All employees will have records compiled of actions pertaining to them while employed and will be retained for one year after the end of employment. These records will consist of;

- a) All materials submitted to the CCC;
- b) Documentation verifying references;
- c) 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) a record of any disciplinary action taken;
- g) notice of completed responsible vendor and eight-hour related duty training,

### **1) Company Chain of Command**

- Retail:
  - a) Retail manager
  - b) Supervisor
  - c) Budtender
- Cultivation:
  - a) Cultivation manager
  - b) Cultivation technician
  - c) Trimmer
- Management:
  - a) Facility Manager & Cultivation manager
  - b) Retail Manager

### **2) Position Parameters**

#### **a) Cultivation Manager**

Will ensure compliance with cultivation regulation stated in 935 CMR 500.000 and with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH*. This includes;

- overseeing weighing and packaging to ensure protocol is followed
- overseeing marijuana batch testing and logging
- overseeing all employees during the cultivation and trimming process
- ensuring that all employees are working in a productive and safe manner in accordance with their job description

**b) Retail Manager**

They will ensure compliance with cultivation regulation stated in 935 CMR 500.000 which includes;

- overseeing all budtenders within the retail establishment,
- ensuring they are fulfilling their duties in accordance with their job description
- ensuring all security requirements are being fulfilled according to the Security Plan, including the ID verification process
- all products for sale will be assigned to the budtenders by the retail manager and re-entered into inventory at the end of the day if not sold
- Retail managers will coordinate with the establishment manager for ordering, product related logging and auditing to prevent diversion

**c) Facility Manager**

The facility manager will work closely with the retail and cultivation managers to oversee the day to day operational needs of running the establishment.

- will be a point of contact for the Commission
- will pay licensing fees and taxes
- will order equipment, nutrients, and supplies for cultivation
- will organize contracts and orders with marijuana microbusinesses, manufacturing, and transporters
- will assist in coordinating test results
- will oversee that record keeping procedures are properly followed
- will pay facility bills

**d) Trimmers**

A trimmer is to work five days a week, 8 am to 5 pm in a room designated for trimming. Trimmers responsibilities include:

- trimming plants that have been hung to dry after harvest
- sorting all stems and leaves into proper buckets
- separating marijuana flowers for weighing and packaging
- preparing product for retail packaging
- giving all separated flowers, stems, and leaves will to the cultivation manager to input into the seed to sale tracking system.

**e) Budtenders**

Budtenders will work in the retail store (they will not have access to the cultivation area). Budtender responsibilities include:

- signing out product for sale and taking it to their assigned display counter
- meeting all customers at the door to be helped with their shopping experience
- educating customers on different strains, their effects, and dosage levels
- assisting customers by providing information for the responsible consumption of marijuana products
- being responsible for maintaining their inventory



- refilling display cases as needed throughout the day

**f) Grow Technician**

The grow technician is to perform all jobs needed in the cultivation process, from the cloning of a plant to the harvesting of a plant. These duties include when needed:

- Planting clones into tray pots, then up planting to larger pots for flowering.
- Cloning strains according to schedule to ensure proper plant count as needed.
- Cleaning trays, floors, walls, pumps, and other equipment related to cultivation.
- The filling of reservoirs with water and nutrients.
- Checking all CO2 tanks for fill levels and swapping for full ones when empty.
- The harvesting and hanging of plants when the grow cycle is complete.

**3) Maintaining Confidential Information**

- a) Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.
- b) Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- c) Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
  - If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
  - Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- d) Weekly inventory reports - Each week, the store manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.

- e) All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

#### **4) Hiring Practices**

Pure Botanicals is an Equal Opportunity Employer that does not discriminate based on age, gender, race, national or ethnic origin, religion, language, political beliefs, sexual orientation, or physical ability. Pure Botanicals prohibits discrimination because of race, color, creed, religion, national origin, place of residence, political affiliation, sexual preference, disability, marital status, status with regard to public assistance, membership or activity in a local commission, gender or age in all aspects of its personnel policies, programs, practices and operations. This applies to all phases of full-time, part-time, temporary and seasonal employment including, but not limited to, recruitment, hiring, placement, promotion, demotion, or transfer; layoff, recall, or termination; rates of pay or other forms of compensation and selection for training. Failure of any employee to perform in a manner consistent with these guidelines will constitute grounds for reprimand or dismissal from the Pure Botanicals employment.

All applicants will be required to hand in a resume and fill out an application to be considered for employment with Pure Botanicals. When an employee position needs to be filled, the manager in charge of the department will schedule and perform interviews with qualifying applicants. If the applicant is a friend/family member, or was referred by the manager, the interview will be conducted by the manager from a different department. A file will be started for all potential employees that receive an interview. If they are hired, the file will continue thru the duration of their employment. If they are not, the interviewing manager will state the reasoning for the denial of hiring and retain the file for six months.

#### **5) Background Checks**

Applicants who pass the interview process will be required to submit personal information for a CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized. After the background check is passed and all marijuana agent employable guidelines are met, the applicant will be considered a new hire and will begin training.

A prospective new employee will have to meet basic requirements to be eligible for consideration of employment. These requirements are stated in sections 935 CMR 500.029 and 500.802 of the regulations and are listed as follows:

1. Applicant must be 21 years of age or older
2. Applicant must provide their full name including median name and previous aliases

3. Applicant must provide their date of birth and current address
4. Applicant must provide a current government issued ID
5. Applicant cannot have been convicted of the following crimes as outlined in 935 CMR 500.800 and 500.802. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions shall not be considered as a factor for determining suitability.
  - a. Disqualifying felonies for retail employees include:
    - A sex offense
    - Unresolved criminal proceedings
    - Trafficking crimes (marijuana only related crimes are exempt)
    - Distribution of controlled substances to a minor
    - Crimes of dishonesty and fraud
    - Violent crimes
    - Failure to register as a sex offender
    - Open cases of license violations in any state related to the marijuana industry
  - b. Disqualifying felonies for cultivation employees include:
    - Unresolved criminal proceedings
    - Open cases of license violations in any state related to the marijuana industry
    - Distribution of controlled substances to a minor
    - Violent crimes
    - Trafficking crimes (marijuana only related crimes are exempt)
    - Crimes of dishonesty and fraud
6. Applicants must sign a document stating they understand the parameters of the position
7. Applicants must sign a declaration to not commit diversion

## **6) Pay**

Pay periods will be bi-monthly for all employees. If set payday lands on a company holiday, pay will be distributed the workday before. In the event an employee would like to have another person pick up their pay a release will need to be signed beforehand authorizing that specific person.

On a quarterly basis, managers will write work assessments for all the employees in their department. These performance reviews will focus on helping the agent perform their job requirements more effectively and completely. A bi-annual review will be held for the purpose of pay raises which are set in increments listed in the table below. A manager can withhold a pay raise for frequent tardiness, discipline writeups, or for poor performance reviews.

## PAY SCALE PLAN, INCREMENTAL

Supervisor	Retail Agent	Cultivation Tech	Trimmer
\$17.00 Per Hour	\$15.00 Per Hour	\$15.00 Per Hour	\$13.50 Per Hour
\$17.50 Per Hour	\$15.50 Per Hour	\$15.50 Per Hour	\$14.00 Per Hour
\$18.00 Per Hour	\$16.00 Per Hour	\$16.00 Per Hour	\$14.50 Per Hour
\$18.50 Per Hour	\$16.50 Per Hour	\$16.50 Per Hour	\$15.00 Per Hour
\$19.00 Per Hour	\$17.00 Per Hour	\$17.00 Per Hour	\$15.50 Per Hour

### 7) Timekeeping

Agents will be assigned swipe cards that allow them to enter areas in the facility which pertain to their job position (see security plan). These will also be used for timekeeping purposes. At the start and end of each shift employees will need to swipe their cards to log all hours worked. The card reader for retail store agents will be located on the security desk inside the retail store. The card reader for cultivation technicians will be located inside the entrance door next to the loading dock. If a keycard becomes lost, misplaced, or stolen, the agent is to immediately notify their manager or supervisor on duty. The will immediately be deactivated in order to prevent a security breach.

### 8) Meals and Break Periods

All employees working a 6-hour or longer shift will be provided an unpaid 30-minute break for a meal. An additional two unpaid breaks will be allowed up to 15 minutes long. Employees may take these breaks at their discretion, after they have completed a minimum of 2 hours into their current shift. No two employees in the same department can take coinciding breaks without managerial consent. Employees working less than 6 hours per shift are allowed one 15-minute break for every two hours worked.

### 9) Company Holidays

Employees are eligible for paid company holidays if they have worked full-time, an average of over 32 hours per week over the previous 90 days. If they do not meet full-time employee criteria, they will be given the day off unpaid.

Company Holidays include:

- Easter
- Christmas
- Thanksgiving
- New Years Day

Additionally, employees will be granted an unpaid day off for holidays practiced within their religious beliefs, with advanced written notice.

## **10) Leave and Time off Benefits**

### **a) Sick Time Policy**

Benefits for Pure Botanicals employees working full-time will include paid sick days. Eligible employees must be full-time, working 32 hours a week on average over the previous 90 days. Sick time accrues at the rate of 1.67 hours per pay period.

Employees may use up to 40 hours of accrued sick time per benefit year. Accrual of sick time begins on the employee's first date of actual work, but employees may not use such earned sick time until 90 calendar days after their start date. Up to 20 hours of any unused leave at the end of the calendar year will be carried over to the following year. Accrued time unused above 20 hours will be paid out at the end of the benefits year.

### **b) Use of Sick Leave Procedures**

Earned sick time may be used for full or partial day absences. Sick time is used in one-hour increments and cannot be used for less than one hour. When an agent is sick, they must notify their manager no less than one hour before the shift starts.

Notification procedures will begin with calling the managers cellphone followed by calling the retail store number. After an absence of three (3) or more consecutive days or for frequent absences or absences that follow a pattern (such as the same day of the week, or after a holiday weekend, etc.) a physician's statement may be required on the employee's first day back to work, indicating the nature of the illness or medical condition and attesting to the employee's ability to return to work and safely perform the essential functions of the job with or without reasonable accommodation.

### **c) Maternity and Adoption**

All Employees are eligible for 12 weeks of unpaid leave for the birth or adoption of a child. Employees become eligible for maternity/adoption leave after their 90-day probationary period ends. After one year of employment agents will be eligible for three weeks of compensated maternity or adoption benefits.

### **d) Vacation Time**

After a 90-day probationary period, a full-time employee begins to accrue two weeks paid vacation time off per calendar year. This time must be used by the end of the calendar year or it will no longer be available to them. If an agent resigns or is fired, the accrued time will be added to their final check. In order to use vacation time, the employee must fill out a vacation request form and submit it to their manager a minimum of 21 days prior to the start of the requested vacation.

The number of hours paid in a vacation day is calculated by an average of daily hours worked in the previous 3 months. After one year of employment, an employee can use up to 40 hours of paid time off before it is accrued. If the agent ceases to be employed before the used vacation time is accrued, then the remaining hours will be deducted from their final check.

### **11) Appearance**

Personal appearance should be appropriate to the nature of the work and should present a positive image to the public. Cultivation technicians shall wear comfortable attire suitable for the position, with the knowledge that clothes may become stained or damaged.

### **12) Conduct Guidelines**

Agents will be required to follow all guidelines in 935 CMR 500.000 which pertain to their job description. Guidelines will be taught during the agents initial training and will be reviewed as necessary.

Employees should exhibit conduct that is ethical, professional, responsive, and of standards representative of a Pure Botanicals employee. To achieve this goal, employees must adhere to established policies, rules, and procedures and follow the instructions of their supervisors. The following are job requirements for every position in the facility.

All employees are expected to:

- Perform assigned duties according to the position guidelines
- Render prompt and courteous service to the public at all times
- Read, understand and comply with the rules and regulations as set forth in these personnel policies as well as those of their departments
- Conduct themselves with decorum toward coworkers
- Respond to inquiries and information requests from customers with patience and every possible courtesy.
- Report any unsafe conditions to the department supervisor
- Arrive to work at set schedule times

### **13) Attendance Standards**

Employees are required to arrive to work before their posted shift start time and be ready to work. Tardiness will result in disciplinary actions by the manager overseeing the employee.

### **14) Schedules**

Employees with varying weekly schedules will have the schedule for the following week communicated by noon on Wednesday of the current week. Employees must contact their immediate supervisor within 24 hours of the schedule being posted if they anticipate a problem fulfilling the posted schedule. Occasionally, employees may be able to switch shifts

with one another, with prior management approval. Unauthorized changes made to the schedule will be grounds for disciplinary action, up to and including termination.

### 15) Types of Unacceptable Behavior

The following types of behaviors cause a disruption in the workplace and are, in many instances, unlawful:

- a) **Diversion, Theft.** Pure Botanicals expects all employees to act honestly and with integrity and will not tolerate any acts of theft in the workplace. Some types of theft include monetary, products (marijuana and others), equipment, and improper time keeping in order to receive pay for time not worked.
- b) **Violent behavior.** Includes the use of physical force, harassment, or intimidation.
- c) **Discriminatory behavior.** Includes inappropriate remarks about or conduct related to a person's race, color, creed, religion, national origin, disability, gender, marital status, age, sexual orientation, or status with regard to public assistance.
- d) **Offensive behavior.** May include such actions as: rudeness, angry outbursts, inappropriate humor, vulgar obscenities, name-calling, disrespectful language, or any other behavior regarded as offensive to a reasonable person. It is not possible to anticipate in this policy every example of offensive behavior. Accordingly, employees are encouraged to discuss with their fellow employees and manager what is regarded as offensive, taking into account the sensibilities of employees and the possibility of customers reaction. If an employee is unsure whether a particular behavior is appropriate, the employee should request clarification from their manager or coworkers.
- e) **Sexual harassment.** Can consist of a wide range of unwanted and unwelcome sexually directed behavior such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
  - Submitting to the conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - Submitting to or rejecting the conduct is used as the basis for an employment decision affecting an individual's employment; or
  - Such conduct has the purpose or result of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Sexual harassment includes, but is not limited to, the following:
    - Unwelcome or unwanted sexual advances. This means stalking, patting, pinching, brushing up against, hugging, cornering, kissing, fondling or any other similar physical contact considered unacceptable by another individual.
    - Verbal or written abuse, kidding, or comments that are sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance where such comments go beyond mere courtesy, telling "dirty jokes" or any other tasteless, sexually oriented comments, innuendos or actions that offend others.
    - Requests or demands for sexual favors. This includes subtle or obvious expectations, pressures, or requests for any type of sexual favor, along with an implied or specific concerning one's current or future job.

**16) Social Media**

It is prohibited for an employee to post any information regarding customers of Pure Botanicals. No information can be uploaded regarding Pure Botanicals financial records, employees and security measures. Employees are barred from posting pictures of the cultivation department which includes describing cultivation methods. Unless given permission by their manager, the employees are not authorized to speak on behalf of the company, nor to represent that they do so in any space online.

**17) Drug Policy**

Pure Botanicals has a zero-tolerance drug policy. Agents are prohibited from being intoxicated while performing their duties during work hours. In an instance where an agent is under the influence of alcohol and or drugs during work hours, they will be released from work for the day without pay for the remainder of their hours. The manager on duty will document the incident and have the agent acknowledge it with a signature. The document will be considered a write-up and will be placed in the agent's performance file for one year.

**18) At-will employment**

This statement reiterates that either Pure Botanicals or the employee can terminate the employment relationship at any time and for any reason, as long as the reason is a lawful one.

**19) Complaint Reporting**

Employees will be encouraged to report incidents witnessed that are prohibited practices listed in the employee handbook without retaliation or loss. All complaints are treated confidentially to the extent possible, and information will be disclosed strictly on a need-to-know basis. The appropriate department manager will review security cameras in order to investigate complaint. If the manager is the subject of the accusation the facilities manager will complete the investigation.

**20) Grievance Process**

A reprimanded or terminated employee that would like to file a grievance against their disciplinary action can contact the facilities manager through email or via cellular phone call. Information regarding the incident will be reviewed and all parties will be interviewed by the facilities manager.

**21) Disciplinary results**

If an employee is found not to have followed any of the employment conduct guidelines a report describing the infraction will be signed and scanned into the employees file. If 3 reports are collected in one year the employee will be terminated. In the case of a severe infraction the agent will be terminated after one report.



## **22) Safety and Health**

Safety measures and rules are in place for the protection of all employees. Ultimately, it is the responsibility of each employee to help prevent accidents. To ensure the continuation of a safe workplace, all employees will review safety procedures taught in the initial training class. Employees will be instructed on how to use all safety procedures and protective equipment which includes but is not limited to:

- high intensity light eye protection
- proper lifting techniques
- safety footwear
- use of cultivation equipment
- hazardous materials treatment
- MSDS information
- waste disposal

Employees who observe an unsafe practice or condition should report it to the department manager immediately. In the event of an accident, employees must notify a manager immediately. Employees should recognize any potential fire hazards and will be made aware of fire escape routes and fire drills. Employees will be instructed on the importance of not blocking fire exits, tampering with fire extinguishers or otherwise creating fire hazards.

## **23) Workplace Security**

Employees must take every precaution to ensure that their surroundings are safe and secure according to what has been instructed in their training. Guard personal belongings by placing them in lockers located in the break room. In the event of witnessed trespassing in secured areas, panic alarms are located throughout the building. If an alarm or other emergency alert is sounded, proceed quickly and calmly to the nearest exit and wait for a manager's instructions.

## **Qualifications and Training**

### **Training**

All marijuana establishment agent new hires will complete a minimum of 20 hours of classroom and on the job training prior to working independently in their positions.

As part of their training and as required by 935 CMR 500.105, marijuana establishment agents employed by Pure Botanicals, who will be handling marijuana, will attend an 8-hour responsible vendor program via a third-party organization. Responsible vendor programs will be completed at the start of employment and will be renewed annually.

Additionally, all new marijuana establishment agents will complete a minimum of 8 hours classroom training and 8 hours of on the job shadowing. Shadowing will be conducted by the new agents alongside experienced agents in order to gain a thorough understanding of on the job skills. Additional classroom training may be provided in addition to a written exam to ensure comprehension of mandatory regulations. The Responsible Vendor Program will be attended by all agents, managers, and owners of Pure Botanicals. All information from the program's attendance will be kept available for four years to be reviewed by the CCC as requested. A follow-up evaluation will be conducted two weeks into employment to answer any questions and to ensure job competency. Agents will attend a minimum of 8 hours of ongoing training annually to help continue a high standard of work.

### **Employee Positions:**

Pure Botanicals will employ the following positions:

- a) Budtenders.** Potential budtenders will need to exhibit cleanliness in their attire and good personal hygiene. Being a courteous person is important when working with customers along with being an outgoing individual. Potential agents must meet the requirements stated in CRM 500.800 and 500.801 which includes a CORI background check. Training for budtenders will include but is not limited to the following:
  - Product knowledge:
    - Physical effects of marijuana
    - The two types of marijuana (Sativa/Indica) and what their uses are
    - Dosage recommendations
    - Limitations of impairment (i.e. driving)
    - Cultivation methods
    - Chemical composition of marijuana (THC/CBD).
  - Safety and theft prevention:

- What to do if diversion is witnessed
- How to handle contaminated packaging
- Safety plan in the event of intrusion, altercation, or theft
- Assistance of disabled customers
- Entering/exiting the building and parking lot safety
- Store Procedures:
  - Using the POS
  - Signing product in/out
  - Cleaning guidelines
  - Incident reports
  - Privacy of customers
  - Hours of operation and scheduling
  - Restrictions (i.e. no access to cultivation area)
  - Customer education
- Government ID procedures:
  - How to detect a false ID
  - Use of optical ID scanner
  - Accepted forms of ID
  - Denial of access to persons under 21
- State regulations:
  - Hours of sales
  - Maximum 1-ounce purchase per visit
  - Tracking regulations
  - Packaging requirements

**b) Trimmers.** Potential trimmers must meet the requirements stated in CRM 500.800 and 500.802 table D which include a CORI background check. Training for trimmers will include but is not limited to the following:

- Procedures/Safety:
  - Safety and cleaning of scissors
  - Use of pollen/dust masks & gloves
  - Personal sanitation (hands)
  - Use of gloves
  - Reporting diversion
  - Trimming method/efficiency
  - How to prepare for seed to sale final weighing
  - Entering/exiting the building and parking lot safety

**c) Cultivation tech.** Potential cultivation techs must have the physical ability to lift 50 pounds in weight. This will be required in order to perform essential job functions such as moving potted plants, soils, and nutrients. Potential cultivation techs must

meet the requirements stated in CRM 500.800 and 500.802 table D which include a CORI background check. Training for cultivation techs will include but is not limited to the following:

- Procedures:
  - Manicuring of plants
  - Use and maintenance of watering equipment
  - Nutrient recipe and how to use
  - Planting and repotting techniques
  - How to clone plants
- Safety:
  - Eye care (UV protective glasses)
  - Cleaning/maintenance
  - How to lift heavy objects
  - What to do if trespassing of secured areas is witnessed
  - Safety plan in the event of intrusion or theft
  - Entering/exiting the building and parking lot safety
- State Regulations:
  - Reporting diversion
  - Seed to sale requirements
  - Waste disposal categories (recycle/compost/landfill) and requirements

Management will be trained on all topics for their respective department, including osha safety guidelines, state safety guidelines, ADA laws, and Cannabis Control Commission regulations and guidelines.

All employees will be expected to exhibit the following qualities in keeping with the nature of the company. They must have a strong work ethic, exhibit dependability, maintain a positive attitude, be self-motivated and team-oriented, be an effective communicator, and exhibit flexibility.

## **Quality Control and Testing**

The following plan has been designed to ensure the growth of safe and contamination free marijuana. This plan has been designed with the guidance of 935 CMR 500.160, 935 CMR 500.105, and the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the Department of Public Health. In addition, Pure Botanicals will comply with all sanitary requirements as outlined in 105 CMR 590.000.

In order to maintain sanitation standards, all Pure Botanicals agents whose jobs include contact with marijuana or non-edible marijuana products (including cultivation, production, and packaging) will be subject to and meet requirements for food handlers as specified in 105 CMR 300.000. The cultivation manager will create a list of responsibilities for the agents to adequately maintain the standard. Included in this, Pure Botanicals will require its agents to perform adequate personal hygiene, including washing hands. All agents will be required to wash their hands, using one of the sanitation sinks located in the facility, before starting work and frequently throughout the work period, particularly whenever hands may have become soiled or contaminated. Agents will have access to a conveniently located sink in the main hallway that will have running water at a suitable temperature, as well as an eye wash station. Adequate handwashing sinks will also be available within the trimming room, and in the bathrooms located near the cultivation rooms and packaging room. All sink areas provided will enable effective hand-cleaning and sanitizing preparations and will have sanitary towels available for hand drying.

Additionally, in order to ensure adequate sanitation, Pure Botanicals will maintain the following conditions within its facilities:

- Within the main hallway, and in the trimming and packaging room there will be shelving for equipment and materials required to maintain sanitary operations.
- All litter and waste will have designated bins located throughout the facility and will be removed daily or more frequently as they hit capacity. This will assist in reducing odor and minimizing the potential for the attraction of pests. Pure Botanicals will follow adequate waste disposal standards as required by 935 CMR 500.105(12).
- Floors, walls, and ceilings will be made of a washable material so that they may be adequately kept clean and in good repair.
- There will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
- All buildings including fixtures and other physical facilities shall be maintained in sanitary conditions
- All contact surfaces including utensils and equipment shall be maintained in a clean and sanitary condition. They will be cleaned daily or as frequently as necessary in order to

protect against contamination and will be cleaned using an approved cleaner registered by the EPA. All equipment used will be constructed to be cleanable.

- Any toxic items will be identified, held and stored in an area that prevents the contamination of marijuana products and does not contain items used in the production of marijuana.
- There will be three restrooms available to employees that will be maintained in sanitary conditions and in good repair. This includes one ADA-compliant restroom.

### **Cultivation**

Twelve flowering rooms will measure 20' x 9.5' and five 17.2' x 11'. They will contain 20 marijuana plants when in use. Each 'batch' of marijuana will consist of two flowering rooms which will follow identical flower protocols. That is, both rooms will:

- begin and end flower at the same time
- receive the same nutrients
- be treated with organic compounds on the same schedule
- contain identical contents and layout

By providing the same growing environment for both rooms within a batch, accurate testing outcomes can be achieved. During harvest, plants will be hung in specified drying rooms and will be labeled with their batch number. Plants will not be separated by rooms and will instead be labeled as one whole unit. Plants will remain in designated drying rooms until the proper humidity level is reached. Maintaining marijuana at or below specified humidity levels ensures no mold or mildew growth on the flowers after the plant has been harvested.

Once they are well cured, the leaves and flowers of female Marijuana plants will be processed. Cultivation technicians and trimmers will ensure that all processed leaves and flowers will be free of seeds, stems, dirt, debris and any other foreign material. They will also ensure that it is free of any contamination by mold, rot, other fungus, pests, and bacterial diseases and that it satisfies the sanitation requirements in 105 CMR 500.000.

As sampling procedures begin, the agent is required to complete a spreadsheet of information related to the sample collection. This information will include:

- Cultivation batch number
- Production batch
- Number of samples collected
- Date
- Time
- Participating personnel

- Description of the sample procedures used
- Record of related batches in case of unacceptable contamination levels
- Product type
- Sample ID

## **Testing**

Each batch of marijuana will be tested for chemical and biological contaminants. Plant materials to be tested will only consist of well cured flowers and leaves of the plant, excluding seeds and stems. In accordance with DPH 5.3 guidelines, all samples of the marijuana flowers will be randomly collected, mixed and homogenized in a sterile setting. This will be performed on a stainless-steel counter free of potential contaminants. The counter will be cleaned before and after every use to protect material contamination from mold, rot, other fungus, and bacterial diseases. The presence of dirt, sand, debris, and other foreign matter must be cleaned from all utensils and surfaces that encounter usable material. The process of quartering will be conducted and documented by the cultivation manager who will then complete the chain of custody forms (COC) needed before testing by a licensed testing facility. Leftover material from the quartering process will be labeled and logged with the handling agent's number, the time and date of quartering, the batch number, and will be placed in a lockable refrigerator to be retained for the use of retesting in the case of unacceptable test levels or for blind quality control samples. In case of difficulties or discrepancies during the sample collection, the agent will include documentation in the spreadsheet that outlines the procedure information.

As per DPH 4.2.1, soil samples will be collected for testing of non-organic pesticides, metals, and other synthetic organic compounds. For accurate results, samples will be collected randomly from 25% of pots in each batch and will then be mixed for testing. These samples will be labeled and assigned a serial number which coincides with the plant matter collected from the same rooms. These samples will be tested in unison with the plant material from the same batch. After testing is complete with acceptable results, all usable plant material will be packaged in grommet tight containers and brought to the retail building to be stored in a room designed for its purpose. (see Storage Plan)

## **Trimming**

During the trimming process, marijuana flowers will not be separated or labeled by where they grew on each plant. This will avoid samples being collected from only one area of the plant. Following outlines stated in DPH 6.0 a sample collection station will be equipped in the trimming room on a food grade stainless steel counter that will be cleaned with anti-bacterial solvents before and after every use. Additionally, food-grade stainless steel

tables will be used during all processing and handling of marijuana products. Agents will use gloves and will ensure that there is no contact of marijuana products with bare hands. Along with the bathroom across the hall, an adequate sink will be located in the trimming room to provide for personal sanitary hygiene. Trimming utensils, walls, floors and counter tops within the trimming room will be cleaned regularly. Cabinets mounted in the trimming room will contain sanitary solvents and will be labeled with any toxic contents. These sanitizing agents will never be removed from the cabinet while marijuana materials are present in the room. Additional cabinets will contain space for trimming equipment and all other non-solvent materials needed for the testing, weighing and sanitary equipment needed for the trimming room. To prevent mold and other contaminants, at the end of each day the cultivation manager will assign an agent to discard all trash in the trash bins throughout the facility.

As outlined in DPH 5.0, after trimming, all marijuana flowers and sugar leaves (leaves containing trichomes) will be placed into 5-gallon buckets, labelled with the batch numbers corresponding to the samples from those rooms, and will be locked into the temperature and humidity-controlled drying room. They will remain in this room until sample results have been received from the testing facility showing that plants were free of chemical and biological contaminants. All finished products will be kept under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration. All packaging will be conducted in a designated secure room equipped with stainless steel tables and the necessary equipment to maintain sanitation guidelines.

In the case that the independent testing facility finds analytical issues that do not meet regulation standards outlined in DPH protocols, the data from the laboratory will be scanned and attached to the spreadsheet to create a case file for the event. A retest will be submitted from the remainder of the product saved after the quartering process. All tested products that do not meet the requirements will be packaged in sealable bags and labeled with their unusable contents. An evaluation of the data received from the testing laboratory after the retest will dictate what action will be taken using the flow chart outlined by the *DPH Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, Exhibit 8 (a).

If the analytical results continue to indicate the presence of chemical or biological contaminants, an internal investigation will be performed by the cultivation manager to ensure that the causing problem is located and remedied. These actions if applicable will include:

- Reviewing spraying timetables
- Reviewing nutrient recipes
- Reviewing the following environmental conditions



- Humidity
- Room temperature
- Water temperature
- Outdoor temperatures
- Reviewing surveillance for improper sampling techniques
- Reviewing foliage spray contents

The cultivation manager will make changes as needed to prevent the situation from re-occurring. A complete report of all actions and findings will be gathered and retained for no less than one year as instructed in 935 CMR 500.160 (3). Within 72 hours of the test failure the cultivation manager of Pure Botanicals will notify the CCC with the test results and information related to it. At any time these findings can easily be located in a separate file created for the purpose of reports on samples that did not meet regulation standards.

## **Policy and Procedures for Energy Efficiency and Conservation**

### **Energy Efficiency**

Efforts to reduce the energy footprint as well as to reduce the strain on the electric company (Western MA Eversource) have been at the forefront of the facilities design at Pure Botanicals. We will be utilizing an empty building that was built in 1923. Due to the buildings old age, it was evaluated as not having the strength to safely house a photovoltaic system mounted on its roof. The property is measured by the City of Pittsfield tax assessor to be .91 acres and encompasses two buildings. One measures 7100 square feet, the second 6100 square feet and the proposed new building will be 900 square feet. The parking lots allow for 27 full sized vehicles. The remaining unused areas are not large enough to mount photovoltaic panels for offsetting the energy use of the facility. Considering these restrictions, Pure Botanicals has made efforts to create an efficient facility design.

The cultivation department uses 17 rooms for the flowering stage of marijuana plants. The light cycle required for plants at this stage is 12 hours with the lights on and 12 hours with them off. It is the method of Pure Botanicals to stagger the rooms light cycles in order to never have more than half of the high-powered lights on at one time. This will alleviate undue pressures on the power grid and consume less energy during the period of the day when there may be a spike of power usage from air conditioning units.

Workspace lighting (not used for cultivating plants) will be efficient 8ft. 2-light linear integrated LED strip lights. These fixtures use 40% less energy than traditional commercial fluorescent lighting. All workspaces and hall lighting will have motion and vacancy switches to ensure areas unoccupied will not remain illuminated.

## **Heating and Air Conditioning**

Pure Botanicals current cultivation facilities heating system runs on heating oil, which is burned in an older and inefficient boiler which will be removed. In addition, the entire Pure Botanicals facility will have new batt insulation bringing it into compliance with the efficiency code outlined in the International Energy Conservation Code (IECC), as amended by 780 CMR 13.00.

Cultivation methods utilized by Pure Botanicals consist of several 200 square foot rooms for marijuana flowering and two 400 square foot rooms for vegetative purposes. These rooms will not exchange air with other rooms in the facility (known as closed rooms). By containing all heat and air conditioning with-in the room's walls, the environments will remain consistent and will require less energy to sustain.

## **Water Supply and Conservation**

The Pure Botanicals building facility will be upgraded with all new plumbing to ensure no water waist is accrued through leakage. The plumbing will be of adequate size and design to handle the requirements of the facility and to properly convey sewage and liquid disposable waste from the establishment. There will be no cross-connections between the potable and wastewater lines.

There will be seventeen rooms containing plants in the flowering stage. Each of these rooms will contain a 70-pint dehumidifier as well as a 3-ton (36,000 BTU) split air conditioner. While running, the dehumidifier and the air conditioner will recapture much of the water that the plants have absorbed and subsequently excreted through their leaves. The vegetative rooms will also contain three 3-ton split air conditioners that will be collecting water. A PVC pipe will run between the rooms linking all the air conditioners and dehumidifiers and will return the recaptured water to two 275-gallon reservoirs. This recaptured water will then be reused for the plants within the facility. Any additional water needed will be obtained from the City of Pittsfield public water supply. Usage estimates have been evaluated by the city water officials and conclusions have resulted in no undo harm will be created through use by Pure Botanicals cultivation activities.

All the rooms will be airtight, allowing for more precise calculations of water recapture. As increased temperatures cause water to evaporate at a greater rate, the system will gather more water during the summer months and less during the winter months. Near the peak summer months, the system will capture 75% of all water used, and during the peak winter months, it will capture closer to 60% of all water used.

### **Diversity Plan updated April 2021**

Pure Botanicals LLC has not been issued a Post Provisional License as of April 2021. No employees have been hired.