



# Cannabis Control Commission Public Meeting

In Person and Remote via Teams



## Meeting Book - Cannabis Control Commission Public Meeting Packet

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June 11, 2024

In accordance with Sections 18-25 of Chapter 30A of the Massachusetts General Laws and Chapter 107 of the Acts of 2022, notice is hereby given of a meeting of the Cannabis Control Commission. The meeting will take place as noted below.

CANNABIS CONTROL COMMISSION

**June 13, 2024  
10:00 AM**

**In-Person and Remote via [Microsoft Teams Live\\*](#)**

PUBLIC MEETING AGENDA

- I. Call to Order
- II. Commissioners' Comments & Updates
- III. Minutes
- IV. Acting Executive Director and Commission Staff Report
- V. Executive Session
  - 1. Patient Centric of Martha's Vineyard Ltd. and The Green Lady Dispensary v. Cannabis Control Commission

*Closed executive session G. L. c. 30A, § 21(a)(3) to discuss strategy with respect to litigation because the open meeting may have a detrimental effect on the litigating position of the public body.*
- VI. Staff Recommendations on Changes of Ownership
  - 1. Baked Beans Farm, LLC
  - 2. Hennep, Inc.
- VII. Staff Recommendations on Renewal Licenses
  - 1. Blossom Flower, LLC (#MPR244150)
  - 2. Blossom Flower, LLC (#MXR126671)
  - 3. BLUE SKY ORGANICS LLC (#MDR272571)
  - 4. Green Gold Group Inc (#MCR140754)
  - 5. Green Gold Group, INC (#MRR206833)



6. Ocean Breeze Cultivators LLC (#MRR206836)
- VIII. Staff Recommendations on Provisional Licenses
  1. GreenSoul Organics, Inc. (#MCN283834), Marijuana Cultivator, Tier 6 / Indoor
  2. GreenSoul Organics, Inc. (#MPN282257), Marijuana Product Manufacturer
  3. Native Sun Wellness, Inc. (#RMDA4128), Medical Marijuana Treatment Center
  4. Surf's Up Cannabis Ventures, LLC (#MRN285057)
- IX. Staff Recommendations on Final Licenses
  1. Blossom Flower, LLC (#MD1271), Marijuana Delivery Operator
  2. Blossom Flower, LLC (#MP282139), Marijuana Product Manufacturer
  3. Blossom Flower, LLC (#MX281418), Marijuana Existing Licensee Transporter
  4. Blue Sky Organics, LLC (#MD1264), Marijuana Delivery Operator
  5. CommCan, Inc. – Mansfield (#MTC1686), Medical Marijuana Treatment Center
  6. CommCan, Inc. (#MR284925), Marijuana Retailer
  7. Ember Gardens Cape Cod, LLC (#MR284542), Marijuana Retailer
  8. Euphorium, LLC (#MC283845), Marijuana Cultivator, Tier 1 / Indoor
  9. Euphorium, LLC (#MP282263), Marijuana Product Manufacturer
  10. Euphorium, LLC (#MR284560), Marijuana Retailer
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  15. Silver Therapeutics, Inc. (#MR283074), Marijuana Retailer
- X. Enforcement Actions
  1. Life Essence, Inc. d/b/a Trulieve
- XI. Commission Discussion and Votes
  1. Executive Director Search Update *Acting Executive Director Debra Hilton-Creek*
  2. CCC Key Priorities and Operational Changes *Acting Chair Ava Concepcion*
  3. Federal Public Comment Period for Rescheduling *Director of Government Affairs and Policy Matt Giancola*
  4. Island Transportation Discussion *General Counsel Kristina Gasson*
  5. Tri-Annual Review of Executive Session Minutes *General Counsel Kristina Gasson*
  6. Job Description: Accounting Manager (TBD) *Acting Executive Director Debra Hilton-Creek*
- XII. New Business Not Anticipated at the Time of Posting
- XIII. Next Meeting Date



XIV. Adjournment

Notice of Executive Session

The Commission may enter into executive session to discuss the following items:

- Under Purpose (3), of the Open Meeting Law, G. L. c. 30A, § 21, to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares.

\*Closed captioning available

*If you need reasonable accommodations in order to participate in the meeting, contact the ADA Coordinator Debra Hilton-Creek in advance of the meeting. While the Commission will do its best to accommodate you, certain accommodations may not be available if requested immediately before the meeting.*



CANNABIS CONTROL COMMISSION

January 11, 2024  
10:00 AM

In-Person and Remote via [Microsoft Teams Live\\*](#)

PUBLIC MEETING MINUTES

**Documents:**

- Application Materials associated with:
  - Staff Recommendations on Changes of Ownership
  - Staff Recommendations on Renewal Licenses
  - Staff Recommendations on Provisional Licenses
  - Staff Recommendations on Final Licenses
  - Staff Recommendations on Responsible Vendor Training Renewals
- [Meeting Packet](#)
- January 2024 Government Affairs Update Memorandum
- Model Host Community Agreement Template
- Periodic Review of Executive Session Minutes Recommendation Memorandum

**In Attendance:**

- Acting Chair Ava Callender Concepcion
- Commissioner Nurys Z. Camargo
- Commissioner Kimberly Roy
- Commissioner Bruce Stebbins

**Minutes:**

- 1) Call to Order
  - The Acting Chair (AC) recognized a quorum and called the meeting to order.
  - The AC gave notice that the meeting was being recorded.
  - The AC gave an overview of the agenda.
- 2) Commissioners' Comments and Updates – 00:01:24
  - Commissioner Camargo noted the work to come this year with the implementation of Chapter 180 and stated her focus going forward would be on social consumption, delivery policy and equity programing. Commissioner Roy celebrated the Commission's work in 2023. She discussed additional policy areas she wished to address in the new year with a focus on potency inflation and lab shopping.



Commissioner Stebbins noted recent meetings with Commissioner Camargo and House Cannabis Policy Chair Daniel Donahue and, separately, with Senate Chair Adam Gomez. He added that himself and Commissioner Camargo had presented an update on social consumption to the Cannabis Advisory Board. Commissioner Stebbins noted a comment made by State Representative Jay Cutler regarding the state's disability employment tax credit which might be useful to licensees. He mentioned upcoming visits with licensees and a Cannabis Business Association round table. The AC discussed a recent interview with Channel 5 news and commented on the accomplishments of the Commission and growth of the industry. She noted the search for the next Executive Director and the regulatory changes on the horizon.

3) Acting Executive Director and Commission Staff Report – 00:22:03

- Acting Executive Director Debra Hilton-Creek (AED Hilton-Creek) reported that the Fiscal Year 2025 budget had been submitted to the Executive Office of Administration and Finance, the bulletin on telehealth consultations was posted, and noted Cohort IV of the Social Equity Program would open for applications on February 5, 2024. Commissioners Roy, Camargo and Stebbins discussed the importance of reaching out to additional stakeholders to cast the widest net for the next cohort and asked what steps were taken as far as outreach. AED Hilton-Creek stated she could provide this information later. Commissioner Stebbins suggested having the equity team at the February public meeting. AED Hilton-Creek continued to give an update on the Executive Director search and presented a framework for the recruitment process. She stated that the job description was complete and would be circulated for review before potentially being discussed in the February public meeting. AED Hilton-Creek agreed with a comment from Commissioner Stebbins that an external contractor could be useful in finding qualified candidates and discussed costs. She clarified that the job search would only be public once the field of applicants had been narrowed down to the final three. Commissioner Stebbins noted that the public aspect should be disclosed from the start of the search process and expressed his preference that at least one Commissioner be on the search committee. The AED stated she would like to have at least two Commissioners on the search committee and discussed the process of the final public interview.
- Licensing Director Kyle Potvin (Director Potvin) provided an update on the implementation of Chapter 180 and identified key dates and milestones through five phases addressing HCAs, municipal equity standards, Community Impact Fees, pre-certified/amended agent registration applications and finally the completion of all remaining deliverables. Director Potvin updated the Commissioners on actions taken since the last public meeting. Commissioner Camargo asked for an update on the model equity ordinance. Director Potvin stated that the document was an identified deliverable and would likely be completed in phase two. Commissioner Camargo noted the State of Cannabis event at the Massachusetts State House and that it would be a good opportunity to educate lawmakers on the implementation of Chapter 180.
- Commissioner Stebbins moved to adjourn for a ten-minute recess.





- Commissioner Roy seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved to adjourn for a ten-minute recess (2:07:17).
- 
- Director Potvin presented highlights from licensing data. He noted that there were zero applications awaiting a first review and licensees were moving through the process quickly. Director Potvin showed the numbers of applications that had been approved and where the applications were in the process.
- 4) Staff Recommendations on Changes of Ownership – 02:12:45
- Licensing Analyst Derek Chamberlin (LA Chamberlin) presented the Staff Recommendations for Changes of Ownership, Renewal Licenses, Provisional Licenses, Final Licenses, and Responsible Vendor Training Renewals.
1. Aspen Blue Cultures, Inc.
- Commissioner Camargo moved to approve the Change of Ownership.
  - Commissioner Roy seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved the Change of Ownership.
2. BeachGrass Topicals, LLC
- Commissioner Roy moved to approve the Change of Ownership.
  - Commissioner Stebbins seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved the Change of Ownership.
3. GreenCare Collective, LLC d/b/a Plant
- Commissioner Stebbins moved to approve the Change of Ownership.
  - Commissioner Camargo seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes



- Commissioner Roy – Yes
- Commissioner Stebbins – Yes
- AC Callender Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

5) Staff Recommendations on Renewal Licenses – 02:15:32

- Commissioner Stebbins noted his reasoning for offering more conditions for license renewal applicants and highlighted some renewals. He noted the diversity guidance document him and Commissioner Camargo worked on that helped direct licensees to adapt strategies to meet Commission expectations and expressed his excitement to see many of those suggestions being incorporated into diversity plans.
- Commissioner Camargo moved to approve items numbered 1-16, 18-33, 35-54, and 56-61, on the agenda.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved items numbered 1-16, 18-33, 35-54, and 56-61, on the agenda.
- BeWell Organic Medicine, Inc. (#MRR206702)
- Commissioner Stebbins requested a condition.
  - Proposed Condition: Within thirty business days of License renewal, consider revision to Positive Impact Plan Goal #1 and consider hiring or other strategies to impact Disproportionately Impacted Area designated communities of Lawrence and Haverhill in accordance 935 Code Mass. Regs. § 500.101 (1)(a)11, and 935 Code Mass. Regs. § 500.103(4)(b), and provide any update to the CCC Licensing Division.
- Commissioner Roy moved to approve item number 17 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved item number 17 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Good Feels Inc (#MPR244106)



- Commissioner Stebbins requested a condition.
  - Proposed Condition: Within thirty business days of License renewal, contact CCC Licensing Division and consider an update to identify any goals for utilizing LGBTQ+ business enterprises (LGBTBE's) and Disability Owned Business Enterprises (DOBE's) under licensee's Diversity Plan goal #3 in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8.k.
  - Commissioner Stebbins moved to approve item number 34 on the agenda, subject to the condition articulated by Commissioner Stebbins.
  - Commissioner Camargo seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved item number 34 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- 
- Turning Leaf Centers Northampton, LLC (#MRR206633)
  - Commissioner Stebbins requested a condition.
    - Proposed Condition: Within thirty business days of License renewal, contact CCC Licensing Division with an update to confirm your training and recruitment partners and eligibility to support your activities in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8.k.
  - Commissioner Camargo moved to approve item number 34 on the agenda, subject to the condition articulated by Commissioner Stebbins.
  - Commissioner Roy seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved item number 34 on the agenda, subject to the condition articulated by Commissioner Stebbins.

6) Staff Recommendations on Provisional Licenses – 02:27:59

1. ARL Healthcare, Inc. (#MRN284873), Retail

- Commissioner reminded the licensee of the statutory requirement that, prior to performing job functions at a marijuana establishment, all internship program participants must become registered agents in the Commonwealth.
- Commissioner Roy moved to approve the Provisional License.
- Commissioner Stebbins seconded the motion.



- The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved the Provisional License.
2. Aro 31, LLC (#MRN284775), Retail
- Commissioner Stebbins moved to approve the Provisional License.
  - Commissioner Camargo seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved the Provisional License.
3. Cloudfarming, LLC (#MBN281350), Microbusiness
- Commissioner Camargo moved to approve the Provisional License.
  - Commissioner Roy seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved the Provisional License.
4. Fusion Drop, LLC (#MPN282269), Product Manufacturing
- Commissioner Roy requested a condition.
    - Proposed Condition: Prior to final licensure please inform the Commission of your “Additional Operational Plans for Product Manufacturers” as it relates to Quality Control Samples in accordance with 935 Code Mass. Regs. 500.130(5)(k), and 935 Code Mass. Regs. 500.130(9).
  - Commissioner Roy moved to approve the Provisional License, subject to the condition requested by Commissioner Roy.
  - Commissioner Stebbins seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Callender Concepcion – Yes
  - The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Roy.



5. Uma Flowers Waltham, LLC (#MRN284983), Retail

- Commissioner Roy requested a condition.
  - Proposed Condition: Prior to final licensure, in accordance with 935 Code Mass. Regs. 500.140(6)(g) please include the phone number for the Massachusetts Substance Use Helpline on your consumer education.
- Commissioner Stebbins requested a condition.
  - Proposed Condition: Prior to Final Application for Licensure, contact CCC Licensing Division and provide an update to identify any goals for including LGBTQ+ residents under licensee's Diversity Plan Goal #2 in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8k.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioner Roy and Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioner Roy and Commissioner Stebbins.

6. Witch City Gardens, LLC (#MCN283839), Cultivation, Tier 1 / Indoor

- Commissioner Roy requested a condition.
  - Proposed Condition: Prior to final licensure please inform the Commission of your “Additional Operational Plans for Indoor Marijuana Cultivators” as it relates to Quality Control Samples in accordance with 935 Code Mass. Regs. 500.120(12) and 935 Code Mass. Regs. 500.120(14).
- Commissioner Camargo moved to approve the Provisional License, subject to the condition requested by Commissioner Roy.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved the Provisional License, subject to the condition requested by Commissioner Roy.

7) Staff Recommendations on Final Licenses – 02:37:45

1. Alternative Compassion Services, Inc. (#MR284457), Retail
2. Catdogg, LLC (#MP282258), Product Manufacturing



3. Catdogg, LLC (#MR284871), Retail
4. Community Growth Partners Boston, LLC (#MR284256), Retail
5. DMS Trinity, LLC (#MR282590), Retail
6. Mainely Productions, LLC (#MC281899), Cultivation, Tier 2 / Indoor
7. UC Cultivation, LLC (#MC282106), Cultivation, Tier 3 / Indoor

- Commissioner Roy moved to approve the final license roster from one to seven as indicated on the agenda.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved the final license roster from one to seven as indicated on the agenda.

8) Staff Recommendations on Responsible Vendor Training Renewals – 02:39:00

1. Bud Education (#RVR453144)

- Commissioner Stebbins moved to approve the Responsible Vendor Training Renewal.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved the Responsible Vendor Training Renewal.

2. Green Flower Inc (#RVR453142)

- Commissioner Camargo moved to approve the Responsible Vendor Training Renewal.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved the Responsible Vendor Training Renewal.

3. Leafy Green Agency LLC (#RVR453143)



- Commissioner Stebbins moved to approve the Responsible Vendor Training Renewal.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved the Responsible Vendor Training Renewal.
  
- Commissioner Roy asked Director Potvin for an update about the Responsible Vendor Training licensees who had registered with the Supply Diversity Office (SDO). Director Potvin responded that a notification went out to all certified vendors and all current applicants about the Commission adopting a policy for identification of any vendor which is certified by the SDO. He stated it went out in August, they were given a 60-day turn around and they only received one response. He added this would eventually be built into the Responsible Vendor Training applications.

## 9) Commission Discussion and Votes – 02:50:12

### 1. Model HCA Review and Discussion

- Director Potvin presented the Model HCA Template to the Commission and discussed its purpose and utility. Commissioner Roy asked how applicants with compliant HCAs could be indicated to Commissioners and Director Potvin stated that information would be available in the executive summary and that high-level data on compliant HCAs would be available in the future. The AC noted that the public could comment for the next two weeks on the model. Commissioner Roy suggested editing the model so that it provided for all license types including social consumption, which Director Potvin said he would add. Commissioner Roy also suggested adding a section which could allow for the model to act as an interim agreement.

### 2. Periodic Review of Executive Session Minutes

- GC Gasson presented Legal’s recommendation regarding the periodic review of executive session minutes. Commissioner Roy asked if the purpose of withholding minutes related to governance would expire once the governance document was approved. GC Gasson stated that at the next tri-annual review they would be reviewed, and she would come back to the Commission with a new recommendation.
  
- Commissioner Roy moved to approve Legal’s recommendation to withhold the universe of executive session minutes until the next periodic review.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes



- Commissioner Stebbins – Yes
- AC Callender Concepcion – Yes
- The Commission unanimously approved Legal’s recommendation to withhold the universe of executive session minutes until the next periodic review.

3. Election of Commission Secretary and Treasurer

- The AC noted Commissioner Camargo expressed her interest in being the secretary and Commissioner Roy expressed her interest in being the Treasurer.
- Commissioner Stebbins moved to nominate Commissioner Camargo as the Commission’s Secretary.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved to nominate Commissioner Camargo as the Commission’s Secretary.
- Commissioner Roy expressed the honor and pleasure it was to have served as Secretary and mentioned her and Commissioner Camargo helping each other transition to these new positions. Commissioner Camargo expressed her gratitude for serving as Treasurer for the last three years and her happiness to serve as Secretary. Commissioner Stebbins suggested that he serve in a support position to Commissioner Roy in this transition period. Commissioner Roy stated she would love to have a co-pilot.
- Commissioner Stebbins moved to nominate Commissioner Roy as the Commission’s Treasurer.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved to nominate Commissioner Roy as the Commission’s Treasurer.

10) New Business Not Anticipated at the Time of Posting – 03:36:05

- Commissioner Roy mentioned revisiting a worker safety hotline at a future meeting and unique issues which Third-Party Transporters face. She also flagged accounts receivable as a policy discussion at a future date. Commissioner Camargo noted the





work that she and Commissioner Stebbins were doing with Third-Party Transporters. Commissioner Camargo explained that she would talk with Commissioner Stebbins and figure out their priorities. Commissioner Stebbins suggested inviting Third-Party Transporters to a public meeting to discuss issues. Commissioner Camargo noted she would have a conversation with Commissioner Stebbins prior to the next public meeting to set expectations for third party transporters. Commissioner Roy stated she would be happy to be the sponsoring Commissioner around Third-Party Transporters and accounts receivable if it would be helpful to expedite the process.

11) Next Meeting Date – 03:48:24

- The AC noted that the next meeting would be on February 8, 2024, and gave a tentative schedule for the remainder of the calendar year.

12) Adjournment – 03:49:38

- Commissioner Camargo moved to adjourn.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Callender Concepcion – Yes
- The Commission unanimously approved the motion to adjourn.



CANNABIS CONTROL COMMISSION

February 8, 2024

10:00 AM

Remote via [Microsoft Teams Live](#)\*

PUBLIC MEETING MINUTES

**Documents:**

- Application Materials associated with:
  - Staff Recommendations on Changes of Ownership
  - Staff Recommendations on Renewal Licenses
  - Staff Recommendations on Provisional Licenses
  - Staff Recommendations on Final Licenses
  - Staff Recommendations on Responsible Vendor Training
  - Staff Recommendations on Responsible Vendor Training Renewals
- [Meeting Packet](#)

**In Attendance:**

- Acting Chair Ava Callender Concepcion
- Commissioner Nurys Z. Camargo
- Commissioner Kimberly Roy
- Commissioner Bruce Stebbins

**Minutes:**

1) Call to Order

- The Acting Chair (AC) recognized a quorum and called the meeting to order.
- The AC gave notice that the meeting is being recorded.

2) Executive Session – 00:00:38

- Commissioner Stebbins moved to enter into Executive Session pursuant to Open Meeting Law, G.L. c. 30A, § 21 (a) (3), to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the Chair so declares.
- Commissioner Camargo seconded the motion.
- The Acting Chair took a roll call vote:
  - Commissioner Camargo – Yes



- Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously voted to enter Executive Session and each Commissioner affirmed that no one could hear the deliberations of Executive Session.
  - The Commission entered Executive Session and reconvened in Public Session at 10:53 AM (00:53:28)
- 3) Commissioners' Comments & Updates – 00:53:28
- The AC gave an overview of the agenda.
  - Commissioner Stebbins stated that he had recently attended industry roundtables hosted by the Massachusetts Cannabis Coalition and the Massachusetts Cannabis Business Association and noted that he and Commissioner Roy had met with the Alcohol Beverages Control Commission to discuss their delinquent payer guidelines. Commissioner Roy celebrated the recent milestone of \$1.5 billion in annual adult cannabis sales. She reiterated Commissioner Stebbins' view that accounts receivable was an issue in Massachusetts. Commissioner Camargo praised the communications team for the Faces of Equity video series and noted that she had worked with the legal department regarding delivery and courier regulations. The AC noted recent meetings with the Massachusetts Municipal Association, the Senate Ways and Means Chair Michael J. Rodrigues and with Chairs Daniel Donahue and Adam Gomez of the Joint Committee on Cannabis Policy. The AC noted an additional public meeting added in February to discuss the model HCA. The AC reiterated her point from the December meeting where she noted her desire for the Commission to focus on worker safety and collaborate with the Department of Public Health and the Occupational Safety and Health Administration.
- 4) Minutes for Approval – 01:19:45
- September 19, 2023
  - Commissioner Camargo moved to approve the September 19, 2023, Commission public meeting minutes.
  - Commissioner Roy seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously approved the September 19, 2023, Commission public meeting minutes.
  - September 21, 2023



- Commissioner Roy moved to approve the September 21, 2023, Commission public meeting minutes.
  - Commissioner Stebbins seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously approved the September 21, 2023, Commission public meeting minutes.
- 
- September 29, 2023
  - Commissioner Stebbins moved to approve the September 29, 2023, Commission public meeting minutes.
  - Commissioner Camargo seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously approved the September 29, 2023, Commission public meeting minutes.

5) Acting Executive Director and Commission Staff Report – 01:22:01

- Acting Executive Director Debra Hilton-Creek (AED Hilton-Creek) updated the Commission regarding the record-breaking sales in the licensed cannabis industry during December 2023, and on the budget for fiscal year 2025. AED Hilton-Creek updated the Commission regarding the search for an Executive Director, the hiring of a new Chief Financial and Accounting Officer, and Budget Director. She discussed efforts to restructure the Commission as it continues to grow.
  - Commissioner Camargo requested a five-minute recess until 11:50 AM.
- 
- The Commissioners returned from recess (1:47:58).
  - Director of Equity Programming and Community Outreach Silea Williams (Director Williams) presented an overview of the Social Equity Program (SEP) and its mission. Director Williams noted that the application deadline for the SEP’s Cohort IV was April 30, 2024, and showcased the curricula available to participants. Director of Creative and Digital Services AnnMarie Burttt presented the Faces of Equity public awareness campaign and detailed recent community outreach efforts for the SEP. Director of Communications Maryalice Curley presented on efforts to leverage earned media and targeted outreach to further the SEP’s mission. Director of Licensing Kyle Potvin (Director Potvin) presented on the key dates and milestones of Chapter 180 implementation.



- Commissioner Camargo moved to recess for thirty-minutes until 02:02 PM (03:30:26).
- Commissioner Roy seconded the motion.
- The Acting Chair took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes – Commissioner Roy stated that at this point she was leaving the meeting.
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the recess until 2:02 PM (03:59:39).
  
- Licensing Analyst Derek Chamberlin (LA Chamberlin) presented on licensing data and licensing applications. The Commissioners and AED Hilton-Creek discussed the potential issue of market saturation and Commissioner Camargo agreed to have a preliminary discussion on the topic with Director Potvin, LA Chamberlin and the Chief of Research Julie Johnson. The AC noted that, due to Commissioner Roy leaving the meeting and recusals, some of the applications up for renewal would have to be tabled. General Counsel Kristina Gasson (GC Gasson) clarified that the Commissioners had the option to table the matters where there was not a quorum or move to delegate the responsibility to vote on them to a member of the licensing staff. LA Chamberlin stated that he had conferred with the Acting Chief of Investigations and Enforcement Nomxolisi Khumalo and she was comfortable with a member of the licensing staff voting on renewals.

6) Staff Recommendations on Changes of Ownership – 04:34:06

- LA Chamberlin presented on behalf of the licensing department the Staff Recommendations for Changes of Ownership, Renewals, Provisionals, Final licenses, Responsible Vendor Training and Responsible Vendor Training Renewals.

1. Ashli’s, Inc.

- Commissioner Camargo moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

2. Aunty Budz, LLC.

- Commissioner Stebbins moved to approve the Change of Ownership.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes



- Commissioner Stebbins – Yes
- AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

3. Canna Provisions, Inc.

- Commissioner Camargo moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

4. West County Collective, LLC.

- Commissioner Stebbins moved to approve the Change of Ownership.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

7) Staff Recommendations on Renewals – 04:38:51

- Commissioner Stebbins made a motion to delegate authority to the director of licensing to review items numbered 91 and 92.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion to delegate authority to the Director of Licensing to review items numbered 91 and 92.
- GC Gasson noted that the vote was sufficient to delegate authority but that the Director of Licensing was out of office. She provided the option that the Commissioners may move to amend the motion to strike the director of licensing and insert the Acting Chief of Investigations and Enforcement.
- Commissioner Camargo made a motion to amend the earlier motion and insert the Acting Chief of Investigations and Enforcement.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes



- The Commission unanimously approved the motion.
- Commissioner Stebbins made a motion to approve items numbered 1-14, 16-35, 37-60, and 62-75 on the agenda.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal roster of items numbered 1-14, 16-35, 37-60, and 62-75 on the agenda.
  
- Bracts & Pistils, LLC (#DOR5182967), Delivery.
- Commissioner Stebbins requested a condition.
  - Proposed condition: Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division to provide an update on current progress toward goals in Diversity Plan in accordance with 935 Code Mass. Regs. § 500.103(4)(b) and 935 Code Mass. Regs. § 500.101(1)(c)8.k.
- Commissioner Stebbins moved to approve the renewal of item number 15 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal roster item 15, subject to the condition articulated by Commissioner Stebbins.
  
- Commissioner Camargo made a motion to approve items numbered 76-90 and 93-99 on the agenda.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal roster of items numbered 76-90, and 93-99, on the agenda.
  
- GreenStar Herbals, Inc. (#MRR206741), Retail.
- Commissioner Stebbins requested a condition.
  - Proposed condition: Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division for an update to consider



identifying any goals for LGBTQ+ residents in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8.k and 935 Code Mass. Regs. § 500.103(4)(b).

- Commissioner Camargo moved to approve the renewal roster of item number 36 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal roster item 36, subject to the condition articulated by Commissioner Stebbins.
  
- Patriot Care Corp (#MRR206720), Retail.
- Commissioner Stebbins requested a condition.
  - Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division for an update to consider identifying any goals for veterans, residents with disabilities and LGBTQ+ residents under licensee's Diversity Plan in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8.k. and 935 Code Mass. Regs. § 500.103(4)(b).
- Commissioner Stebbins moved to approve the renewal roster of item number 61 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal roster item 61, subject to the condition articulated by Commissioner Stebbins.

#### 8) Staff Recommendations on Provisional Licenses – 04:50:37

##### 1. Chill & Bliss, LLC (#MRN284916), Retail

- Commissioner Camargo moved to approve the Provisional License.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Provisional License.

##### 2. Faded Flowers, LLC (#MCN283840), Cultivation, Tier 1 / Indoor

- Commissioner Camargo moved to approve the Provisional License.
- Commissioner Stebbins seconded the motion.





- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Provisional License.

### 3. Medicine Man Solutions, LLC (#MRN283261), Retail

- Commissioner Stebbins moved to approve the Provisional License.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Provisional License.

### 4. Melting Pot Manufacturing, Inc. (#MPN281882), Product Manufacturing

- Commissioner Stebbins moved to approve the Provisional License.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Provisional License.

### 5. Pure Tewksbury, Inc. (#MRN284994), Retail

- Commissioner Stebbins requested two conditions on this license.
  - Proposed condition: Prior to Final Application for Licensure, review Positive Impact Plan and verify non-profit partner status and confirmation to accept donations in accordance with 935 Code Mass. Regs. § 500.101(1)(a)11, and provide any updates to CCC Licensing Division.
  - Proposed condition: Prior to Final Application for Licensure, review Positive Impact Plan and verify your non-profit partner’s ability to support your interest in assisting the Disproportionately Impacted Area of Lowell in accordance with 935 Code Mass. Regs. § 500.101(1)(a)11, and provide any updates to CCC Licensing Division.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions articulated by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes



- The Commission unanimously approved the Provisional License, subject to the conditions articulated by Commissioner Stebbins.

6. The Copley Connection, LLC (#MRN284935), Retail

- Commissioner Camargo moved to approve the Provisional License.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Provisional License.

9) Staff Recommendations on Final Licenses – 04:59:24

1. Aura Cannabis Company, LLC (#MR282487), Retail
2. Cannabis Connection II, Inc. (#MR284816), Retail
3. Diem Orange, LLC (#MP281684), Product Manufacturing
4. Grassp Ventures, LLC (#MD1262), Marijuana Delivery Operator
5. Greener Leaf, Inc. (#MR281790), Retail
6. R and R Ventures, LLC (#MB281504), Microbusiness (Cultivation and Product Manufacturing Operations)
7. The Holistic Concepts, Inc. (#MR283012), Retail
8. Tree Market Lynn, LLC (#MR282587), Retail
9. Underground Legacy Social Club, LLC (#MR284914), Retail

- Commissioner Stebbins moved to approve the final license roster from one to nine as indicated on the agenda.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the final license roster from one to nine.

10) Staff Recommendations on Responsible Vendor Training – 05:00:34

1. 420 Trainers LLC (#DCCN462255)

- Commissioner Camargo moved to approve the staff recommendation on the Responsible Vendor Training program.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes



- Commissioner Stebbins – Yes
- AC Concepcion – Yes
- The Commission unanimously approved the staff recommendation on the Responsible Vendor Training program.

2. Bright Buds Training (#DCCN462226)

- Commissioner Stebbins moved to approve the staff recommendation on the Responsible Vendor Training program.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the staff recommendation on the Responsible Vendor Training program.

11) Staff Recommendations on Responsible Vendor Training Renewals – 05:02:32

1. MACCTI, LLC (#RVR453145)

- Commissioner Camargo moved to approve the Responsible Vendor Training renewal.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Responsible Vendor Training renewal.
- The AC noted that on the presentation slide regarding Final Licenses, one of the applicants, item number four, was incorrectly identified as Grass Ventures, LLC and should have been listed as Grassp Ventures, LLC.
- Commissioner Stebbins moved to approve the Final License for Grassp Ventures, LLC.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Final License.

12) Commission Discussion and Votes – 05:07:19

1. Acting Executive Director/Commission Check-In



- Commissioner Stebbins noted, as AED Hilton-Creek is serving as the Acting ED, that there were not established protocols for regular check-ins and the Commission’s open meetings could serve as an appropriate venue to do so. AED Hilton-Creek noted that the biggest issue she saw was communication between the ED, Commissioners and staff. Commissioner Camargo suggested that a committee could be established to hold regular meetings composed of two Commissioners to support AED Hilton-Creek and to pass on institutional knowledge. The Commissioners discussed how to establish better lines of communication. AED Hilton-Creek emphasized that resolving issues with communication would help the future ED and recommended that the two-Commissioner meetings be held on an ad-hoc basis with any concerns run by GC Gasson to be sure that the meetings are compliant with the Open Meeting Law.

2. Bulletin – Safe and Sanitary Requirements for the Processing of Marijuana

- The AC noted that the Commission had recently released a bulletin regarding worker safety and emphasized her intent, and the intent of the Commission, to ensure adequate safety measures for workers in the cannabis industry.

13) Next Meeting Date – 06:30:57

- The AC noted that there was another meeting February which had not yet been noticed where topics could include the model HCA, corresponding guidance, the sale of non-marijuana products at licensed establishments with a focus on lottery tickets, and the ED search.
- The AC stated that the notice would go out for the next February meeting shortly.

14) New Business Not Anticipated at the Time of Posting – (6:32:28)

- The AC stated that there was no new business.

15) Adjournment – (6:33:32)

- Commissioner Stebbins moved to adjourn.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion to adjourn.



CANNABIS CONTROL COMMISSION

February 29, 2024  
10:00 AM

Via Remote Participation via [Microsoft Teams Live\\*](#)

PUBLIC MEETING MINUTES

**Documents:**

- [Meeting Packet](#)
- Model Host Community Agreement Template (Final-PM-DID190)
- Guidance on Host Community Agreements (Final-PM-DID029) February 2024
- Guidance on Licensure (Final-PM-DID027) February 2024
- Memorandum-Sale of Lottery Products by Marijuana Establishments
- Enforcement Counsel Advisory-Non-Marijuana Product Sales
- Cannabis Control Commission's February 6, 2024, letter to Senator Michael O. Moore

**In Attendance:**

- Acting Chair Ava Callender Concepcion
- Commissioner Nurys Z. Camargo
- Commissioner Kimberly Roy
- Commissioner Bruce Stebbins

**Minutes:**

- 1) Call to Order
  - The Acting Chair recognized a quorum and called the meeting to order. She gave notice that the meeting was being recorded and provided an overview of the agenda.
- 2) Commissioners' Comments and Updates – 00:01:40
  - Commissioner Camargo discussed a visit to Tree House Craft Cannabis in Dracut where topics included market saturation, capital constraints, potential implementation of a Lottery system, renewals, Host Community Agreements (HCAs), hemp product



regulations and challenges faced by breastfeeding mothers in accessing dispensaries. Commissioner Roy discussed a meeting she attended along with Commissioner Stebbins with the Association of Cannabis Testing Laboratories during which concerns regarding lab shopping and potency inflation were addressed as well as a visit with the City of Gardner's Council on Aging to speak about the cannabis industry. Commissioner Stebbins noted a separate visit to Tree House Craft Cannabis to learn about the company's efforts to recycle cannabis packaging and their plans for an outdoor grow facility. He also noted a series of calls with the Cannabis Advisory Board along with the Social Consumption working group. The Acting Chair read a specific component of a letter to Senator Michael O. Moore noting that the intended purpose of the letter was to clarify the composition and function of the Commission and to address any potential questions. Acting Executive Director Debra Hilton-Creek (AED Hilton-Creek) announced the onboarding of two new members for the positions of Chief Financial and Accounting Officer and Budget Director. Furthermore, she announced that the Commission would be hosting a Social Equity Program application clinic in Lawrence on March 2, 2024.

### 3) Commission Discussion and Votes – 00:24:50

#### 1. AED/CPO Evaluation Committees

- The Acting Chair introduced the topic and stated the intention to establish two evaluation committees: one for the AED role and another for the Chief People Officer (CPO). The Acting Chair emphasized that the committees aimed to provide additional support, clarify reporting structures, conduct evaluations and facilitate regular check-ins. Commissioner Stebbins expressed some reluctance toward forming an evaluation committee and suggested focusing on teamwork to support the AED. General Counsel Kristina Gasson (GC Gasson) proposed reframing the evaluation process as a delegation of authority rather than as a committee. GC Gasson's suggestion involved conducting reviews among less-than a quorum of Commissioners and sharing those results during a public meeting. Commissioner Stebbins emphasized the importance of considering evaluations in relation to the AED/CPO dual roles and suggested that any evaluation process would require agreement from all Commissioners. Commissioner Roy proposed aligning the evaluation timeline with the fiscal year, and revisiting the evaluation process with a new ED on board. Commissioner Stebbins agreed and stated that this should be a part of a long-term discussion.
- Commissioner Camargo moved to delegate authority to Acting Chair Concepcion and Commissioner Roy to conduct check-ins and performance reviews with Debra Hilton-Creek in her capacity as AED of the Commission.
- Commissioner Stebbins seconded the motion.
- The Acting Chair took a roll call vote:
  - Commissioner Camargo – Yes
  - Commission Roy – Yes



- Commissioner Stebbins – Yes
  - Acting Chair Concepcion – Yes
- The Commission unanimously approved to delegate authority to Acting Chair Concepcion and Commissioner Roy to conduct check-ins and performance reviews with Debra Hilton-Creek in her capacity as AED of the Commission.
- Commissioner Stebbins moved to delegate authority to Commissioner Camargo and Commissioner Stebbins to conduct check-ins and performance reviews with Debra Hilton-Creek in her capacity as CPO of the Commission.
- Commissioner Roy seconded the motion.
- The Acting Chair took a roll call vote:
  - Commissioner Camargo – Yes
  - Commission Roy – Yes
  - Commissioner Stebbins – Yes
  - Acting Chair Concepcion – Yes
- The Commission unanimously approved to delegate authority to Commissioner Camargo and Commissioner Stebbins to conduct check-ins and performance reviews with Debra Hilton-Creek in her capacity as CPO of the Commission.

## 2. Model HCA Template

- Director of Licensing Kyle Potvin (DOL Potvin) provided an overview of the Model HCA. He highlighted that a public comment period was held from January 17, 2024, to January 31, 2024, during which 20 submissions were received. He explained that comments were reviewed, categorized, and assessed to ensure compliance with relevant laws and regulations. He acknowledged that once finalized, the template would be posted on the Commission’s website for use by industry applicants and municipalities. Commissioner Roy raised questions about renewal timelines and the five-day notification period for licensees to inform municipalities about renewal dates. DOL Potvin clarified that the five-day notification period was based on consistent requirements outlined in the regulations. Commissioner Roy addressed concerns about nuisance complaints, terms clarification, disputed Community Impact Fees (CIFs) and fiscal year definition. DOL Potvin addressed Commissioner Roy’s questions and provided explanations. Commissioner Camargo expressed the need for education regarding the implementation of Chapter 180 to address confusion among operators and municipalities. She raised concerns about renewals which highlighted challenges faced by individuals in HCA negotiations. The Acting Chair clarified that the Model HCA served as a supportive tool, and legal requirements had been established months prior. Commissioner Roy proposed incorporating the term “upfront” preceding “payments” in relation to 935 Code Mass. Regs. 500.180(2)(1)2, and the Acting Chair voiced agreement with the proposed language.



- Commissioner Stebbins moved to approve and adopt the draft Model HCA as amended to be used as described in the Board’s regulations at 935 CMR 500.180, and 935 CMR 501.180, subject to non-substantive typographical and ministerial edits by staff and inclusion of the term “upfront monetary payments” as prescribed on page 7 of the model.
- Commissioner Roy seconded the motion.
- The Acting Chair took a roll call vote:
  - Commissioner Camargo – Yes
  - Commission Roy – Yes
  - Commissioner Stebbins – Yes
  - Acting Chair Concepcion – Yes
- The Commission unanimously approved the draft Model HCA.
- The Commission recessed for a ten-minute break, returning at 12:15 PM.

### 3. Guidance on Host Community Agreements (02:14:28)

- DOL Potvin presented an overview of the draft guidance on HCAs. The document outlined the usage of the Model HCA, HCA waiver and Equitable relief as interim solutions for municipalities and licensees without compliant HCAs. He explained the concept of “reasonably related” was defined in the guidance, but specific examples were not provided due to the need for a fact-specific analysis. Commissioner Roy suggested enhancing document accessibility by including links to relevant sections on the Commission's website. Commissioner Camargo expressed concerns about the negative impact of inappropriate CIFs on cannabis industry operators and emphasized the importance of training, ongoing dialogue and clear guidelines for fairness and integrity. DOL Potvin discussed how the Commission’s HCA review process would address this issue. Commissioner Roy proposed expanding the Municipal tracker to include information on HCAs and municipalities that no longer charge CIFs. Commissioner Stebbins suggested creating an application to collect data from municipalities regarding their bylaws and ordinances related to Municipal Equity provisions and CIFs.
- Commissioner Roy moved to approve the posting and distribution of the draft Guidance on HCAs, subject to non-substantive of typographical and ministerial edits by staff.
- Commissioner Stebbins seconded the motion.
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - Acting Chair Concepcion – Yes
- The Commission unanimously approved the motion.

### 4. Guidance on Licensure





- DOL Potvin presented an overview of the Guidance on Licensure, providing key details and explanations. He acknowledged that various changes were implemented, such as the removal of information about the Social Consumption Pilot Program, modification of the HCA Certification Form requirement, and the inclusion of details about the Cannabis Social Equity Trust Fund. He highlighted that the Guidance document covered the expansion of pre-certification eligibility for SE businesses, and the timeframe for municipal responses was adjusted from 60 to 30 days for certain applicants.
  - Commissioner Camargo moved to approve the draft Guidance on Licensure for posting and distribution, subject to non-substantive of typographical and ministerial edits by staff.
  - Commissioner Roy seconded the motion.
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - Acting Chair Concepcion – Yes
  - The Commission unanimously approved the motion.
  - DOL Potvin presented two additional slides focused on the development of updated forms such as the Equitable Relief Form, HCA Waiver Form, and General Complaint Form. He acknowledged changes to forms related to ownership, location and name updates due to Chapter 180. The presentation mentioned forthcoming guidance on Municipal Equity, the creation of a standard evaluation form for HCAs, and implementation of improved license application processes. Commissioner Roy proposed the publication of CIFs as public documents. DOL Potvin noted that while publishing CIFs is not currently mandated by policy, it could be considered an administrative decision in the future. He emphasized that the goal was to strike a balance between administrative processes, transparency and policy objectives. He concluded that specific details and implementation approaches for making CIFs public would be part of ongoing discussions and considerations.
  - The Commission agreed to a thirteen-minute recess, returning at 1:20 PM.
5. Massachusetts Lottery Sales at Licensed Marijuana Retailers Discussion (03:19:47)
- GC Gasson provided an overview on the sale of lottery products by a Marijuana Establishment and presented a memorandum on the topic. Commissioner Stebbins noted some that this was a substantive issue which would require further consideration in light of potential compliance issues and conflicts with the Massachusetts State Lottery Commission’s (MSLC’s) regulations. He suggested that a Memorandum of Understanding with the MSLC could alleviate some issues. Commissioner Roy brought up the issues of loitering and Cannabis and lottery money intermingling. Acting Chief of Investigations and Enforcement Nomxolisi Khumalo



spoke about compliance concerns and pointed out that an entity in Colorado which had previously engaged in lottery sales had discontinued due to profitability concerns. She confirmed that it was a single licensee who was seeking to sell lottery products and they had been approved by the MSLC. AED Hilton-Creek noted that Social Consumption could prompt licensees to request permission to sell many products besides Marijuana and that this required a broad conversation. The Acting Chair agreed and stated she would not be in favor of approving lottery sales at this meeting. Commissioner Roy emphasized the need for further information, a comprehensive review and deliberation before reaching a final decision. Commissioner Stebbins agreed to work with the Legal and Investigations and Enforcement teams to further research the topic. The vote on the matter remained pending and awaiting a policy discussion among the Commissioners.

4) New Business Not Anticipated at the Time of Posting – 03:57:10

- No new items were identified.
- Commissioner Roy announced her intention to include the Excel delegation list in the March 7, 2024, public meeting. She explained that the Commission would need to assess each item on the list to ascertain its jurisdiction and potential reallocation to other departments.

5) Next Meeting Date – 03:57:24

- The Acting Chair noted that the next meeting would take place on Thursday, March 7, 2024.

6) Adjournment – 04:04:37

- Commissioner Roy moved to adjourn.
- Commissioner Camargo seconded the motion.
- The Acting Chair took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - Acting Chair Concepcion – Yes
- The Commission unanimously approved the motion to adjourn.



## CANNABIS CONTROL COMMISSION

March 7, 2024  
10:00 AM

Remote via [Microsoft Teams Live\\*](#)

### PUBLIC MEETING MINUTES

#### **Documents:**

- Application Materials associated with:
  - Staff Recommendations on Changes of Ownership
  - Staff Recommendations on Renewal Licenses
  - Staff Recommendations on Provisional Licenses
  - Staff Recommendations on Final Licenses
  - Staff Recommendations on Responsible Vendor Training Renewals
- [Meeting Packet](#)
- Job Description: Human Resources Manager
- Job Description: Executive Director

#### **In Attendance:**

- Acting Chair Ava Callender Concepcion
- Commissioner Nurys Z. Camargo
- Commissioner Kimberly Roy
- Commissioner Bruce Stebbins

#### **Minutes:**

- 1) Call to Order
  - The Acting Chair (AC) recognized a quorum and called the meeting to order.
  - The AC gave notice that the meeting is being recorded.
  - The AC gave an overview of the agenda.
- 2) Commissioners' Comments & Updates – 00:01:58
  - Commissioner Stebbins noted a recent public appearance at a Social Equity Program kickoff event and the upcoming New England Cannabis Convention (NECANN) event. Commissioner Roy discussed the nation-wide issue of lab-shopping. She noted the potential conflict of having Independent Testing Laboratories (ITLs), which the Commission is responsible for regulating, serve as the Commission's testing vendor.



Commissioner Roy advocated for a standards laboratory to serve as the Commission’s final arbiter of confirmatory testing. She noted that Vermont’s Cannabis Control Board’s recent establishment of an agency-run testing lab could serve as a model for the Commission. The AC noted she would also be presenting at NECANN.

3) Minutes for Approval – 00:13:10

- September 22, 2023
  - Commissioner Roy moved to approve the September 22, 2023, Commission public meeting minutes.
  - Commissioner Stebbins seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
- The Commission unanimously approved the September 22, 2023, Commission public meeting minutes.

4) Executive Director and Commission Staff Report – 00:13:57

- Acting Executive Director Debra Hilton-Creek (AED Hilton-Creek) updated the Commissioners on the ongoing search for a new Executive Director and a presented a framework for different roles, responsibilities and milestones that she had created to facilitate the search. Commissioner Roy requested that the Commissioners go through the job description line-by-line to ensure that everyone’s voice was heard during the Commission Discussion and Votes section of the agenda. The AC agreed. AED Hilton-Creek noted the onboarding of new staff and fielded questions from the Commissioners on the recently reintroduced Chief of Staff position. She clarified the Chief of Staff role would facilitate communication between departments, Commissioners, and the Executive Director. Director of Licensing Kyle Potvin (Director Potvin) updated the Commissioners on the implementation of Chapter 180. Commissioner Roy asked if he had noticed any common themes in his review of Host Community Agreements (HCAs) as is often the case with Post Provisional License Inspections. Director Potvin noted that in his preliminary review of renewal applications, he had not found a compliant HCA and that the most common issue was improper Community Impact Fees. Director Potvin presented highlights from general licensing data.

5) Staff Recommendations on Changes of Ownership – 01:33:26

- Licensing Analyst Derek Chamberlin presented on behalf of the licensing department the Staff Recommendations for Changes of Ownership, Renewals, Provisionals, Final licenses and Responsible Vendor Training Renewals.

1. Grow Rite, LLC.



- Commissioner Camargo moved to approve the Change of Ownership.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

2. Metro Harvest, Inc.

- Commissioner Roy moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes

3. The Commission unanimously approved the Change of Ownership

6) Staff Recommendations on Renewals – 01:35:42

- Commissioner Stebbins made a motion to approve items numbered 1-67, excluding items numbered 6, 9, 45, 54, and 57 on the agenda.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal roster of items numbered 1-67, excluding items numbered 6, 9, 45, 54, and 57 on the agenda.

• Atlas Marketplace & Delivery, LLC (#MTR263112)

- Commissioner Stebbins requested a condition.
  - Proposed condition: Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division for an update to clarify goals and updates to licensee’s Positive Impact Plan in accordance with 935 Code Mass. Regs. § 500.103(4)(b).
- Commissioner Roy moved to approve the renewal of item number 6 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes



- Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal of item number 6 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Calverde Naturals, LLC (#MRR206775)
- Commissioner Stebbins requested a condition.
  - Proposed condition: Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division with any updates upon consideration whether Goal #3 under licensee’s Diversity Plan could better align with goals of Positive Impact Plan in accordance with 935 Code Mass. Regs. § 500.101(1)(a)11.
- Commissioner Camargo moved to approve the renewal of item number 9 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal of item number 9 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Legacy Foundation Group, LLC (#ILR267936),
- Commissioner Stebbins requested a condition.
  - Proposed condition: Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division for an update on progress with respect to Goal #2 of licensee’s Diversity Plan in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8.k. and 935 Code Mass. Regs. § 500.103(4)(b).
- Commissioner Roy moved to approve the renewal of item number 45 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal of item number 45 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Regenerative LLC (#MPR244145)
- Commissioner Stebbins requested a condition.



- Proposed condition: Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division to identify any goals for hiring veterans and residents with disabilities in licensee’s Diversity Plan in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8.k. and 935 Code Mass. Regs. § 500.103(4)(b).
- Commissioner Stebbins moved to approve the renewal of item number 54 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal of item number 54 on the agenda, subject to the condition articulated by Commissioner Stebbins.
  
- Solar Therapeutics Inc (#MCR140688)
- Commissioner Stebbins requested a condition.
  - Proposed condition: Within thirty business days of approval of Application for Renewal, contact CCC Licensing Division to identify any timeline for initiating goals #2 and #3 under licensee’s Positive Impact Plan in accordance with 935 Code Mass. Regs. § 500.101(1)(a)11 and 935 Code Mass. Regs. § 500.103(4)(b).
- Commissioner Camargo moved to approve the renewal of item number 57 on the agenda, subject to the condition articulated by Commissioner Stebbins.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal of item number 57 on the agenda, subject to the condition articulated by Commissioner Stebbins.

7) Staff Recommendations on Provisional Licenses – 01:47:48

1. Hidden Wonders, LLC (#MRN285040), Retail

- Commissioner Roy requested a condition.
  - Proposed condition: Prior to final licensure, in accordance with 935 Code Mass. Regs. § 500.140(6)(g) please include the phone number for the Massachusetts Substance Use Helpline on your consumer education.
- Commissioner Roy moved to approve the Provisional License, subject to the condition articulated by Commissioner Roy.



- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Provisional License, subject to the condition articulated by Commissioner Roy.

8) Staff Recommendations on Final Licenses – 01:49:45

1. Aura Cannabis Company (#MC282387), Cultivation, Tier 3 / Indoor
2. Coastal Cultivars, Inc. (#MP281764), Product Manufacturing
3. Dreamfields Massachusetts One, LLC (#MP282054), Product Manufacturing
4. Enlite Cannabis Dispensary, LLC (#MR284651), Retail
5. Gan Or, LLC (#MC283548), Cultivation, Tier 1 / Indoor
6. JO Gardner, Inc. (#MR284026), Retail
  - Commissioner Stebbins moved to approve the Final License roster from one to six, as indicated on the agenda.
  - Commissioner Camargo seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously approved the final license roster from one to six.

9) Staff Recommendations on Responsible Vendor Training Renewals – 01:50:55

1. Marijuana Handlers (#RVR453146)
  - Commissioner Camargo moved to approve the Responsible Vendor Training renewal.
  - Commissioner Roy seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Camargo – Yes
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously approved the Responsible Vendor Training renewal.
  - The Commissioners agreed to take a one-hour recess until 1:00PM.

10) Commission Discussion and Votes – 03:03:29

1. Executive Director Search Update





- The Commissioners discussed the substance and wording of the job purpose/summary, core responsibilities, and pay band for the Executive Director (ED) position with input from AED Hilton-Creek and General Counsel Kristina Gasson. For the purpose of determining the pay band, the Commissioners discussed the salaries of other EDs in the Commonwealth, similar positions in other states, and what the previous ED was paid. AED Hilton-Creek stated that further research was needed, and that the salary would likely not be finalized at the meeting.
- The Commissioners agreed to take a five-minute recess until 3:20PM.
- The Commission returned (05:21:51).
- The AC reiterated the edits to the core responsibilities section of the ED job posting and Commissioners continued to edit the professional competencies, skills and attributes section. Moving on to the minimum qualifications section, the Commissioners discussed reasonable expectations for educational background. The AC noted that Commissioner Roy was no longer in attendance and there would not be enough time to complete discussion regarding the ED job posting.
- Commissioner Stebbins moved to table the ED search update/job description until the next public meeting.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion to table the ED search update/job description until the next public meeting.

## 2. Job Description: Human Resources Manager

- AED Hilton-Creek explained her rationale for moving forward on hiring a Human Resources Manager rather than a Human Resources Director. She noted that the human resources department was mostly composed of individuals that were towards the beginning of their human resource careers and a manager would be able to work more closely with existing staff and aid in their professional development. AED Hilton-Creek noted that a Director would eventually be sought out, but that the budget did not allow for both positions to be filled at the current time. Commissioner Stebbins expressed concern that a leadership position was being left vacant and potentially removing a route for current employees to advance. AED Hilton-Creek responded that establishing a Human Resources Manager position would better serve the needs of the department and would serve as a track for promotions. AED Hilton-Creek fielded questions from the Commissioners regarding the distinction between the two positions and responded that a manager would better address the needs of the department.
- Commissioner Stebbins moved to approve the job description for a Human Resources Manager.
- Commissioner Camargo seconded the motion.



- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the job description for a Human Resources Manager.

11) Next Meeting Date – 07:43:58

- The AC explained that there would be another public meeting in March which had not yet been noticed to complete the discussion regarding the ED job description and displayed the slide indicating that the next scheduled meeting would be on Thursday, April 11, 2024.

12) New Business Not Anticipated at the Time of Posting – 07:44:45

- Commissioner Stebbins noted that in the meeting on February 16, 2024, he had mentioned a meeting with a group of ITLs and had stated that staff from the testing department were there. He elaborated on his mistake and clarified that no staff from the testing department were present.

13) Adjournment – 07:46:40

- Commissioner Stebbins moved to adjourn.
- Commissioner Camargo seconded the motion.
- The AC took a roll call vote:
  - Commissioner Camargo – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion to adjourn.



CANNABIS CONTROL COMMISSION

March 29, 2024  
10:00 AM

Remote via [Microsoft Teams Live\\*](#)

PUBLIC MEETING MINUTES

**Documents:**

- [Meeting Packet](#)
- Executive Director Job Description

**In Attendance:**

- Acting Chair Ava Callender Concepcion
- Commissioner Kimberly Roy
- Commissioner Bruce Stebbins

**Minutes:**

1) Call to Order

- The Acting Chair (AC) recognized a quorum and called the meeting to order.
- The AC gave notice that the meeting is being recorded.
- The AC gave an overview of the agenda.

2) Commissioners' Comments & Updates – 00:00:55

- Commissioner Roy spoke about her recent public appearances at the New England Cannabis Convention (NECANN), on Quincy public access, and at a meeting regarding diversion with representatives from Washington State. Commissioner Roy also noted a meeting with Commissioner Stebbins, Chief of Research Dr. Julie Johnson, and an Independent Testing Lab regarding the issue of lab shopping. She commented about the potential inflation of potency of marijuana and marijuana products. Commissioner Stebbins also mentioned his appearance at NECANN where he spoke about social consumption and noted that he was happy to see more banking institutions present at the event. He also mentioned a successful Social Equity Program (SEP) application orientation at the New Bedford public library and recent tours of dispensaries he had taken on the South Shore and in Fitchburg. The AC discussed her fireside chat at NECANN and praised Governor Maura Healey's recent pardons of past cannabis convictions and efforts to right the previous wrongs of convictions under marijuana prohibition.

3) Executive Director Job Description – 00:11:00



- The AC noted herself and Commissioner Stebbins began looking into the Executive Director (ED) search and that the goal for the day was to finalize the job description. The AC stated that she, Commissioner Stebbins and Acting Executive Director Debra Hilton-Creek (AED Hilton-Creek) will meet before the April meeting to identify members of the working group. General Counsel Kristina Gasson (GC Gasson) summarized where the Commission had left off during its last meeting regarding the ED job description and that at this point the Commission would move on to discuss minimum qualifications and requirements.
- The AC began discussing minimum qualifications and asked GC Gasson for context on a comment regarding the requirement for 5-10 years of relevant management experience. GC Gasson noted that there was a statutory requirement for the ED to have management experience and that it was up to the Commission to decide the minimum number of years of relevant management experience. AED Hilton-Creek stated that a minimum of 5 years of relevant management experience was reasonable and that 3-7 years would also work in light of the fact that another qualification was a degree minimum. She emphasized that she did not want to eliminate potential candidates who may not have the degree but may have the number of years of experience. The Commissioners discussed how to best balance the minimum requirements as to the number of years of relevant management experience, higher education and experience in the cannabis industry in order to cast the widest possible net. The Commissioners noted consensus that the minimum qualifications language should include, “A bachelor’s degree in public administration or business administration/management, or a related field, and three (3) to seven (7) years of relevant management experience. Cannabis industry experience or experience in a regulatory, enforcement and/or compliance environment a plus.” The Commissioners also agreed to include the language, “In lieu of a bachelor’s degree, five (5) to 10 (ten) years of relevant management experience may be substituted.”
- The AC read the next bullet point regarding a requirement for applicants to have an understanding of the Massachusetts cannabis industry. Commissioner Stebbins expressed concern about wording and limiting the search to individuals with knowledge of the Massachusetts cannabis industry. Commissioner Roy stated that specific knowledge of Massachusetts’ industry was a must for any applicant. The AC agreed. Commissioner Stebbins agreed that anyone who moved to the interview stage should certainly have knowledge of Massachusetts, but that to cast the largest net, it could be beneficial to include candidates who may not have direct experience with the state’s industry. Commissioner Roy posed that Massachusetts was the first state to have an equity mandate and that candidates must be familiar with that requirement. Commissioner Stebbins said that he would let majority rule. The Commissioners deliberated on the wording of a bullet point describing the required experience in fiscal management, strategic planning and collaboration with executive level staff, and board members to best describe the experience sought.
- The AC moved to the section titled “Preferred Qualifications” and AED Hilton-Creek described how the human resources world was moving away from using terms like “preferred qualifications” and instead using words like “plus” or “ideal” as using the word “preferred” might discourage people who are qualified from applying.



Commissioner Stebbins asked if the decision-making process came down to two candidates, but there was no “Preferred Qualifications” section, could the Commission still defer to those qualifications to determine the best candidate. AED Hilton-Creek stated it would not come to that point as an applicant who did not meet the preferred qualifications would be eliminated earlier in the process. AED Hilton-Creek suggested that the header “Preferred Qualifications” should be removed, and each of the bullet points moved to the “Minimum Qualifications” section, with the phrase “a plus” added to the end of each, which the Commissioners agreed. The Commissioners discussed the bullet point regarding the necessity of candidates having worked in a municipal, state, or federal agency/organization and decided to expand the point to include those who had experience working in collaboration with government agencies. The AC moved to the section titled “ADAA – Working Conditions” and read the bullet points. Commissioner Roy expressed concern that the first bullet was overly prescriptive and that it may exclude people who are wheelchair bound. AED Hilton-Creek explained that the “reasonable accommodations” disclaimer addressed this issue.

- The AC moved to the section titled “Cannabis Control Commission – Mission Statement and Operating Principals” and read the mission statement. Commissioner Roy expressed concern that disabled people were not identified in the mission statement. AED Hilton-Creek stated that this is the Commission’s mission statement and that it could not be changed for the purpose of the job posting. She suggested that, if this was a concern of Commissioner Roy’s, it should be brought up the next time the mission statement is revisited. The AC moved to the section titled “Our Operating Principles” and read the bullet points. AED Hilton-Creek explained that the approvals section would be signed when the description was finalized along with a salary suggested by the Chief Financial and Accounting Officer that falls within the CCC budget.
- AED Hilton-Creek explained that the Commission uses a “Broadbanding” methodology for determining pay band where positions of similar rank fall within a given salary range. The ED position is an exception, as the Commission sets the ED’s salary, however the Commission has the authority to use a similar philosophy. AED Hilton-Creek stated that a market analysis was completed to guide the Commission in its decision which looked at other state agencies with a similar number of employees and that the Commission may decide the appropriate salary range based on the analysis. AED Hilton-Creek stated that based on the previously stated factors, the recommendation for the ED salary was a minimum of \$157,000, a mid-range of \$187,000, and a maximum of \$217,000. The AC asked what the effect of moving the minimum to \$187,000.00 would be. AED Hilton-Creek stated that it would be financially difficult for the Commission and clarified that, if there was a well-qualified candidate, the Commission was free to go above the mid-point. The Commissioners agreed a salary range of \$157,000.00 - \$187,000.00 for the purpose of the job posting, with a maximum of \$217,000.00 if the candidate far exceeds the minimum requirements. Commissioner Stebbins noted that applicants should be aware that, if chosen, they would be interviewed by the Commission in an open meeting. The AC asked AED Hilton-Creek how that could be included in the posting. AED Hilton-Creek suggested putting it in a supplemental document which



described basic information regarding the Commission’s location, demographics, and purpose.

- Commissioner Roy moved to approve the job description for the ED position.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the job description for the ED position.
- The AC continued the discussion regarding the job posting and asked when it could be posted online. AED Hilton-Creek stated that the job description and supplemental documents would need to be finalized and that they could be posted within one or two weeks. AED Hilton-Creek noted that a discussion was needed as to how to process applications and how wide the search should be geographically. The AC stated that the search would be nation-wide and that the purpose of the subcommittee discussed earlier was to take care of the processing of applications and to provide updates to Commission in public meetings. The AC asked what needed to be finalized today so that the job can be posted as soon as possible. AED Hilton-Creek reiterated that the next steps were to finalize the documents so they could be posted and that there should be a meeting with the communications team for how to post it nation-wide. AED Hilton-Creek said it would likely be launched during the week of April 11<sup>th</sup>. Commissioner Roy asked if an external contractor would be used to handle the first round of screenings. AED Hilton-Creek stated that if an external contractor was used, it would need to go through the procurement process which would greatly delay the posting. The AC stated that first it should be an internal discussion as to what resources are available to the Commission and that this would be discussed before the April meeting. Commissioner Stebbins noted that the communications team would be a great help and that the Commission could revisit using a recruiter to cast a wider net if needed. Commissioner Stebbins also asked AED Hilton-Creek how long the job would be posted online. AED Hilton-Creek stated that it should only need to be posted for one month as the Commission does not have problems finding candidates. AED Hilton-Creek noted that the Cannabis Regulators Association would likely amplify the Commission’s efforts and that the Commission could also seek help from other state agencies who might be able to serve on the search committee. The AC stated that she, AED Hilton-Creek and Commissioner Stebbins would meet to review what was actually posted and confirm that all of the Commissioners’ comments were incorporated.

4) New Business Not Anticipated at the Time of Posting – (2:16:17)

- No new business.

5) Next Meeting Date – (2:16:23)

- The AC noted that the next meeting on be on Wednesday, April 11, 2024.
- Commissioner Stebbins noted that the SEP team had an upcoming program orientation at the Roxbury Innovation Center on Saturday, April 6, 2024.



6) Adjournment – (2:17:21)

- Commissioner Stebbins moved to adjourn.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion to adjourn.



CANNABIS CONTROL COMMISSION

April 11, 2024  
10:00 AM

Remote via [Microsoft Teams Live\\*](#)

PUBLIC MEETING MINUTES

**Documents:**

- Application Materials associated with:
  - Staff Recommendations on Changes of Ownership
  - Staff Recommendations on Renewal Licenses
  - Staff Recommendations on Provisional Licenses
  - Staff Recommendations on Final Licenses
- [Meeting Packet](#)
- 50 Franklin Street lease

**In Attendance:**

- Acting Chair Ava Callender Concepcion
- Commissioner Kimberly Roy
- Commissioner Bruce Stebbins

**Minutes:**

- 1) Call to Order
  - The Acting Chair (AC) recognized a quorum and called the meeting to order.
  - The AC gave notice that the meeting is being recorded.
  - The AC gave an overview of the agenda and noted that the Commission would not reconvene in open session after the scheduled executive session.
- 2) Commissioners' Comments & Updates – 00:01:30
  - Commissioner Roy noted her recent appearances at the DCU Center for a Social Equity Program (SEP) application orientation and on the “Weed Wonks” podcast. She also referred licensees to the consumer education brochures available through the Massachusetts Health Promotion Clearinghouse in light of the upcoming 4/20 holiday. Commissioner Stebbins noted his recent appearances at the DCU Center and on the “This is Worcester” program. He thanked the Government Affairs & Policy team for gathering research on the accounts receivable issue from other jurisdictions’ respective cannabis industries which he intended to review along with Commissioner





Roy and present at an upcoming public meeting. The AC noted recent appearances at an SEP application orientation at the Roxbury Innovation Center and with the Cannabis Regulators of Color Coalition. The AC highlighted a recent meeting with Director of Government Affairs & Policy Matthew Giancola (Director Giancola) and Copywriter Nadine Sanchara with a member of Senator Elizabeth Warren’s staff regarding federal legalization of marijuana. The AC noted upcoming events at the Harvard Business School for its first annual Cannabis Business Conference and the State of Cannabis Event at the State House.

3) Minutes for Approval – 00:13:03

- October 10, 2023
- Commissioner Roy moved to approve the October 10, 2023, Commission public meeting minutes.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the October 10, 2023, Commission public meeting minutes.
  
- October 12, 2023
- Commissioner Stebbins moved to approve the October 12, 2023, Commission public meeting minutes.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the October 12, 2023, Commission public meeting minutes.
  
- October 16, 2023
- Commissioner Roy moved to approve the October 16, 2023, Commission public meeting minutes.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the October 16, 2023, Commission public meeting minutes.



- October 25, 2023
- Commissioner Stebbins moved to approve the October 25, 2023, Commission public meeting minutes.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the October 25, 2023, Commission public meeting minutes.
  
- November 1, 2023
- Commissioner Roy moved to approve the November 1, 2023, Commission public meeting minutes.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the November 1, 2023, Commission public meeting minutes.
  
- November 7, 2023
- Commissioner Roy moved to approve the November 7, 2023, Commission public meeting minutes.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the November 7, 2023, Commission public meeting minutes.
  
- November 14, 2023
- Commissioner Stebbins moved to approve the November 14, 2023, Commission public meeting minutes.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the November 14, 2023, Commission public meeting minutes.



- November 30, 2023
- Commissioner Roy moved to approve the November 30, 2023, Commission public meeting minutes.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the November 30, 2023, Commission public meeting minutes.
  
- February 27, 2024
- Commissioner Stebbins moved to approve the February 27, 2024, Commission public meeting minutes.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the February 27, 2024, Commission public meeting minutes.
  
- 4) Acting Executive Director and Commission Staff Report – 00:17:43
  - Acting Executive Director Debra Hilton-Creek (AED Hilton-Creek) updated the Commission on recent hires and noted improved communication among employees. AED Hilton-Creek presented an overview of retention statistics and recruitment of key roles. Commissioner Stebbins asked about how to progress internal candidates who had not been chosen for promotion. AED Hilton-Creek noted that she had scheduled meeting to discuss options with internal candidates who had not been selected. Director of Licensing Kyle Potvin (Director Potvin) presented an update on the implementation of Chapter 180 and completion of deliverables since the last public meeting. Director Potvin noted that the largest issue with implementation of Chapter 180 would be getting compliant Host Community Agreements (HCAs) with the most common issue being inappropriate Community Impact Fees. He stated that by the end of the summer he expected to be able to provide Commissioners with data regarding the percentage of applications that were submitted with compliant HCAs. Director Potvin presented highlights from licensing data and noted that there were a larger number of applications awaiting first review as they were subject to the new regulations with regard to HCAs.
  
- 5) Staff Recommendations on Changes of Ownership – 00:52:29



- Licensing Manager Anne DiMare presented on behalf of the licensing department the Staff Recommendations for Changes of Ownership, Renewals, Provisionals, Final licenses.

1. Ganesh Wellness, Inc.

- Commissioner Stebbins moved to approve the Change of Ownership.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.
- Commissioner Roy asked how the complex corporate structures of some licensees and their potential involvement with litigation in Massachusetts and other jurisdictions affects the decision-making process of the licensing department. Director Potvin described the process for vetting licensees and any new entities introduced through changes of ownership, including proactive disclosures and background checks. Acting Director of Investigations Katherine Binkoski (Acting Director Binkoski) described the financial due diligence check that would be triggered by an entity on an application or change of ownership form and how that could potentially trigger a Request for Information to determine if there are any issues.

2. New England Treatment Access, LLC.

- Commissioner Roy moved to approve the Change of Ownership.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

3. Underground Legacy Social Club, LLC.

- Commissioner Stebbins moved to approve the Change of Ownership.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Change of Ownership.

6) Staff Recommendations on Renewals – 01:02:53



- Commissioner Stebbins noted that some licensees have found it difficult to fulfill their Positive Impact Plan (PIP) goals because of their distance from Areas of Disproportionate Impact (ADIs) and that one of the licensees up for renewal had scheduled an event for educational session in an ADI where there was no turn out. Commissioner Stebbins stated that the licensee’s explanation that there was a decreasing interest in entering the cannabis industry was a stretch and asked that licensees be proactive in ensuring that their PIP is impactful. The other Commissioners agreed with the sentiment.
- Commissioner Stebbins made a motion to approve items numbered 1-44 and 46-49. Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the renewal roster of items numbered 1-44, and 46-49, on the agenda.
  
- Commissioner Stebbins made a motion to delegate authority to review and approve the renewal of item number 45 to the Director of Licensing.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion to delegate authority to review and approve the renewal of item number 45 to the Director of Licensing.

7) Staff Recommendations on Provisional Licenses – 01:16:42

1. 686 Cultivation, LLC (#MCN283899), Cultivation, Tier 2 / Indoor and 686 Cultivation, LLC (#MPN282298), Product Manufacturer (colocated operations)
  - Commissioner Stebbins requested a condition for both licenses.
    - Proposed condition: Prior to Final Application for Licensure, consider revision to Positive Impact Plan Goal #1 and clarify hiring to impact Disproportionately Impacted Area designated community of Lowell in accordance with 935 Code Mass. Regs. § 500.101(1)(a)11 and 935 Code Mass. Regs. § 500.103(4)(b) and provide an update to CCC Licensing Division.
  - Commissioner Roy moved to approve both Provisional Licenses, subject to the condition requested by Commissioner Stebbins.
  - Commissioner Stebbins seconded the motion.
  - The Acting Chair took a roll call vote:
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes



- Acting Chair Concepcion – Yes
  - The Commission unanimously approved the Provisional Licenses, subject to the condition requested by Commissioner Stebbins.
2. Clovercraft, LLC (#MRN284574), Retail
- Commissioner Roy requested a condition.
    - Proposed condition: Prior to final licensure, in accordance with 935 Code Mass. Regs. § 500.140(6)(g) please include the phone number for the Massachusetts Substance Use Helpline on your consumer education.
  - Commissioner Roy moved to approve the Provisional License, subject to the condition requested by Commissioner Roy.
  - Commissioner Stebbins seconded the motion.
  - The Acting Chair took a roll call vote:
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - Acting Chair Concepcion – Yes
  - The Commission unanimously approved the Provisional Licenses, subject to the condition requested by Commissioner Roy.
3. Crafted Cannabis, LLC (#MCN283858), Cultivation, Tier 2 / Indoor
- Commissioner Roy requested a condition.
    - Proposed condition: Prior to final licensure please inform the Commission of your “Additional Operational Plans for Indoor Marijuana Cultivators” as it relates to Quality Control Samples in accordance with 935 Code Mass. Regs § 500.120(12), and 935 Code Mass. Regs. § 500.120(14).
  - Commissioner Stebbins moved to approve the Provisional License, subject to the condition requested by Commissioner Roy.
  - Commissioner Roy seconded the motion.
  - The Acting Chair took a roll call vote:
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - Acting Chair Concepcion – Yes
  - The Commission unanimously approved the Provisional Licenses, subject to the condition requested by Commissioner Roy.
4. Safe-Lyfe, LLC (#DOA100173), Marijuana Delivery Courier
- Commissioner Stebbins requested two conditions.
    - Proposed condition: Prior to Final Application for Licensure, consider revision to Positive Impact Plan Goal #1 and consider hiring or other strategies to impact Disproportionately Impacted Area designated communities in closer proximity to city of Northampton in accordance with 935 Code Mass. Regs. § 500.101(1)(a)11 and 935 Code Mass Regs. § 500.103(4)(b) and provide an update to CCC Licensing Division.



- Proposed condition: Prior to Final Application for Licensure, contact CCC Licensing Division and consider any updates for goals of hiring and contracting with diverse vendors under licensee’s Diversity Plan Goals in accordance with 935 Code Mass. Regs. § 500.101(1)(c)8k.
- Commissioner Stebbins moved to approve the Provisional License, subject to the conditions requested by Commissioner Stebbins.
- Commissioner Roy seconded the motion.
- The Acting Chair took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - Acting Chair Concepcion – Yes
- The Commission unanimously approved the Provisional License, subject to the conditions requested by Commissioner Stebbins.

8) Staff Recommendations on Final Licenses – 01:26:07

1. 191 Lafayette Rd Dispensary Company, LLC (#MR282740), Retail
2. Bostica, LLC (#MP281664), Product Manufacturer
3. FFD Enterprises MA, Inc. (#MR284920), Retail
4. Green Adventure, LLC (#MR284710), Retail
5. LMCC, LLC (#MR282796), Retail
6. Reverie 73 Gloucester, LLC (#MR282315), Retail
7. Stone’s Throw Cannabis, LLC (#MR284843), Retail
8. Union Leaf, Inc. (#MR282570), Retail
9. Uproot, LLC (#MB281346), Microbusiness

- Commissioner Roy moved to approve the Final License roster from one to nine as indicated on the agenda.
- Commissioner Stebbins seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the Final License roster from one to nine.
- The Commissioners agreed to a 15-minute recess until 11:50 AM.

9) Commission Discussion and Votes – 01:48:37

1. Executive Director Search Update
  - The AC discussed the selection process of a subcommittee to search for an Executive Director (ED) and that Commissioner Stebbins was selected due to his previous experience. She stated that there would be regular updates for all Commissioners



during public meetings. AED Hilton-Creek explained that the job posting for the ED position will include multiple documents which were currently with the communications team for review and would likely be posted the week of April 21, 2024. She stated that the documents would be posted on the Mass Careers website, which will automatically be cross posted to popular nation-wide job boards. AED Hilton-Creek said that additional job boards with a Diversity, Equity and Inclusion focus would be sought out and the job search would also be picked up by the State House News Service. Commissioner Roy also suggested posting on veteran and cannabis-specific job boards or outlets like the Cannabis Regulators Association. AED Hilton Creek noted that the subcommittee for the ED search was composed of herself, Senior IT Support Specialist Freyja Brocklehurst, Director of Digital and Creative Services AnnMarie Burt, Director of Communications Maryalice Curley, Investigations Manager Armond Enos, General Counsel Kristina Gasson (GC Gasson), Director of Constituent Services Kathy Oliver Jones, Investigations and Enforcement Assistant Roque Rosa, Human Resources Generalist Wendy Sanchez, Manager of Equity Programming and Strategic Partnerships Darrus Sands, Chief Financial Accounting Officer Lisa Schlegel (CFAO Schlegel), the AC and Commissioner Stebbins. GC Gasson clarified that subcommittee was technically a preliminary screening committee which allows it to meet with the Commission in executive session for the purpose of deliberating and reviewing resumes. GC Gasson advised the Commissioners that they may vote to appoint members of the screening committee and then vote at a later date on which members have voting privileges, which Commissioner Stebbins indicated he supported.

- Commissioner Stebbins moved to appoint the members to the preliminary screening committee to perform preliminary screening of candidates for the position of ED, which will include the AC, Commissioner Stebbins, AED Hilton Creek, Freyja Brocklehurst, AnnMarie Burt, Maryalice Curley, Armond Enos, GC Gasson, Kathy Oliver Jones, Roque Rosa, Wendy Sanchez, CFAO Schlegel and Darrus Sands.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion.

## 2. Guidance on Municipal Equity

- Director Potvin updated the Commissioners on the draft guidance document which will advise municipalities on how to incorporate the new municipal equity requirements introduced as a part of Chapter 180. Director Potvin submitted the draft document to the Commissioners for their review and comment and stated that comments on the Model Municipal Equity Ordinance would influence further edits before a final draft was submitted for the Commissioners' vote. Commissioner Roy requested that suitability requirements be included as well as a table listing all ADIs. The AC stated that she found the ADI map more helpful. Director Potvin stated that





these suggestions could both be incorporated. Commissioner Stebbins asked that the draft guidance be submitted to the Massachusetts Municipal Association (MMA) for their feedback. Director Potvin reiterated that the public comment period on the Model Municipal Equity Ordinance would be one way that the MMA could make a comment which would influence further edits to the draft guidance document, but that he would speak with Director Giancola on how to best communicate this to the MMA. Commissioner Roy asked if there was an established way to file a complaint with the Commission. Director Potvin stated that one of the Chapter 180 deliverables was to have a page on the Commission's website dedicated to receiving complaints and that it was currently in progress.

### 3. Model Municipal Equity Ordinance

- Director Potvin presented the draft of the new Model Ordinance or By-Law, stating that its purpose was to provide Host Communities with a template for complying with the new municipal equity requirements. Director Potvin noted that the Model Ordinance had been submitted to the Attorney General's Office, which provided feedback which is currently in the process of being incorporated. He stated that notice of the public comment period was going out by email within the next few minutes and that the final document would be available during the May public meeting. Director Potvin advised the Commissioners that the public comment period also gives them an opportunity to comment. Commissioner Roy asked about a provision stating that if a municipality chose to allow additional Marijuana Establishments or Marijuana Treatment Centers at least 50% of those licenses, but no less than one license above the previously established cap, shall be reserved for license applicants that are pre-verified or verified social equity businesses, SEP participants or economic priority applicants. The Commissioner stated that in a previous meeting she had asked about what a municipality should do if there were no applicants fitting that criteria, which she did not see addressed in the Model Ordinance. Director Potvin stated that he would have to review the previous meeting and regulations before providing a definitive answer. Director Potvin noted that there was also a new notification requirement for Host Communities to inform the Commission of the steps that they have taken to satisfy the equity requirement through Mass CIP. He stated that review of compliance would be led by Acting Director Binkoski and that more information will be available soon.
- The Commissioners agreed to recess until 1:40 PM.

### 4. Boston Office Discussion (03:35:55)

- AED Hilton-Creek stated that the purpose of this discussion was to revisit the Commission's previous conversation regarding subletting the Boston office. She stated that since the last meeting, a partner agency was not found. AED Hilton-Creek presented two options: the Commission could continue to use the space, or it could relinquish the lease. Commissioner Roy said that the monthly rent for the Boston Office was \$21,000.00 per month and that an average of 1.2 employees used the office per day. Commissioner Roy added that the Division of Capital Asset



- Management and Maintenance (DCAMM) was waiting on a decision from the Commission as to whether they could move forward with another agency which wants to use the space. AED Hilton-Creek added that DCAMM could provide transitional office space if the Commission decided to relinquish the lease until a permanent location was found. GC Gasson stated that the other agency which wants to use the space would like to have access by July, which would be an aggressive timeline for the Commission. The AC suggested amending the hybrid work schedule for individuals who regularly use the Boston office. The Commissioners and GC Gasson discussed how the rent would increase if the Commission continued the lease. Commissioner Stebbins noted that the Boston office was used by the Commission at its outset because it was initially composed of individuals from the area, but that there has since been a decision to be located more centrally within the Commonwealth and the requirements for the Boston office have changed with regard to the necessary square footage. He recommended relinquishing the lease. The AC agreed.
- Commissioner Roy moved to delegate to AED Hilton-Creek and CFAO Schlegel to open negotiations with DCAMM to relinquish and reassign the Boston office lease provided that another office in the downtown Boston area can be found that can accommodate the Boston staff members.
  - Commissioner Stebbins seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously approved the motion to delegate to AED Hilton-Creek and CFAO Schlegel to open negotiations with DCAMM to relinquish and reassign the Boston office lease provided that another office in the downtown Boston area can be found that can accommodate the Boston staff members.
  - Commissioner Stebbins moved to direct the return to office working group to reassess the return to office plan based upon the potential loss of Boston office space.
  - Commissioner Roy seconded the motion.
  - The AC took a roll call vote:
    - Commissioner Roy – Yes
    - Commissioner Stebbins – Yes
    - AC Concepcion – Yes
  - The Commission unanimously approved the motion to direct the return to office working group to reassess the return to office plan based upon the potential loss of Boston office space.
  - GC Gasson noted that the earlier motion to relinquish the Boston office space did not address the office assets located there. Commissioner Roy suggested adding the word “assets” in addition to “lease” in the motion.
  - Commissioner Stebbins moved to approve the amendment suggested by Commissioner Roy.
  - Commissioner Roy seconded the motion.



- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the amendment suggested by Commissioner Roy.

10) New Business Not Anticipated at the Time of Posting 04:15:04

- The AC asked Commissioner Roy to join the secret shopper charter, which Commissioner Roy accepted.

11) Next Meeting Date – 04:16:11

- The AC noted the next meeting would be on Thursday, May 9, 2024.

12) Executive Session – 04:16:36

- Commissioner Stebbins moved to enter into executive session pursuant to G.L. c. 30A, § 21(a)(3), to discuss strategy with respect to collective bargaining because an open meeting may have a detrimental effect on the litigating position of the public body and the Chair so declares.
- Commissioner Roy seconded the motion.
- The AC took a roll call vote:
  - Commissioner Roy – Yes
  - Commissioner Stebbins – Yes
  - AC Concepcion – Yes
- The Commission unanimously approved the motion to enter into executive session.
- The AC noted that the Commission will not reconvene in open session and will adjourn the meeting in executive session.





*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*  
*One Ashburton Place*

CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

*Boston, Massachusetts 02108*

*Tel: (617) 727-4050*

*Fax: (617) 727-5363*

MICHAEL J. HEFFERNAN  
SECRETARY  
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE  
COMMISSIONER

**MEMORANDUM**

TO: Agency Contact  
 FROM: Office of Leasing and State Office Planning  
 DATE: 1/7/19  
 RE: Executed Rental Agreement

Attached is the original, approved Transaction Approval Form 3 and one copy of the following executed agreement for your agency:

- |                                     |   |                          |   |
|-------------------------------------|---|--------------------------|---|
| <input checked="" type="checkbox"/> | Lease                                   | <input type="checkbox"/> | Amendment to Lease                                  |
| <input type="checkbox"/>            | Short-Term Tenancy Agreement            | <input type="checkbox"/> | Amendment to STTA                                   |
| <input type="checkbox"/>            | Change of Ownership                     | <input type="checkbox"/> | Authorization to Pay Rent without Written Agreement |
| <input type="checkbox"/>            | License to Occupy Real Property         |                          |   |
| <input type="checkbox"/>            | Temporary, Nonexclusive Parking License |                          |   |

**Distribution:**

One original agreement has been distributed to the landlord (See attached cover letter).

**Confirmation of Occupancy:**

After improvements to the leased space have been completed and the agency has taken occupancy, complete, date and sign the Transaction Approval (Form 3) in the section titled, "Confirmation of Occupancy". Please be sure to enter the actual date when the agency took occupancy and the actual rental amounts for each fiscal year. Return the original Form 3 to your project manager at the Division of Capital Asset Management and Maintenance (DCAMM).

If the agency is remaining in its current space, and the Confirmation of Occupancy section was completed prior to submission to DCAMM, you are being sent a copy of the approved Form 3 for your records.

**Termination of Current Rental Agreement or Tenancy:**

Only DCAMM is authorized to terminate rental agreements. If your agency is relocating, and there is a general agreement covering the space to be terminated, contact your DCAMM project manager as soon as the agency's moving date has been determined, so that DCAMM may give the current landlord legal and proper notice of termination.

If you have any questions, please contact your project manager at 617-727-8000.



*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*  
*One Ashburton Place*

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MICHAEL J. HEFFERNAN  
SECRETARY  
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE  
COMMISSIONER

January 7, 2019

Adriana Campos  
Cannabis Control Commission  
101 Federal Street  
Boston, MA 02110

RE: Executed Lease on behalf of the Cannabis Control Commission

Dear Ms. Campos:

Enclosed is one fully executed counterpart of the referenced lease. Please save this for reference.

We urge you to share a copy of Landlord's Services in Exhibit C with the person(s) who will monitor the Landlord's performance at this location during occupancy.

Landlord's Services in Exhibit C identifies the temperatures that Landlord must maintain during the User Agency's Hours of Operation (Section 1.2), Landlord's obligations for Maintenance of the Premises, Appurtenant Areas, and Building (Section 1.3), Landlord's obligations regarding Security and Access (Section 1.4), and the scope and frequency of Janitorial Services to be provided by Landlord (Section 1.5). Janitorial Services includes provisions for Recyclables Collection, which is in support of Executive Order 515 Establishing an Environmental Purchasing Policy, signed October 27, 2009.

The Executive Order requires Commonwealth agencies to integrate increased recycling practices in the disposal of their own waste materials. Section 7C of the Order states that "...agencies shall ensure that they integrate increased recycling practices in the disposal of their own waste materials, including but not limited to paper, glass, cans, plastic bottles, [and] containers." Please keep this obligation in mind when planning and implementing your waste disposal practices.

Please contact me if questions arise about the Lease or the delivery of Landlord's Services during the occupancy. Thank you for your assistance.

Sincerely,

Ginny Platt, Project Manager  
Office of Leasing and State Office Planning

Enclosure

cc: Project File #201845000  
Tracking





DIVISION OF  
CAPITAL ASSET  
MANAGEMENT &  
MAINTENANCE

# TRANSACTION APPROVAL FORM 3

**E-MAILED**  
1-7-19 SH

DCAMM

DEC 8 1 2018

OFFICE OF LEASING

New Lease     Amendment # \_\_\_\_\_  
 License         Short-Term Tenancy Agreement  
 Authorization to Pay Rent     Other: \_\_\_\_\_

For DCAMM Use  
 Project Number: 201845000.1  
 Facility Code: BP  
 Project Manager: Ginny Platt

Office of Leasing & State Office Planning 617-727-8000 x31800

USER AGENCY NAME: Cannabis Control Commission    NAME OF OFFICE/FACILITY: Satellite Office  
 ADDRESS: 50 Franklin Street, Boston, MA    ZIP CODE: 02110  
 SF: 4,532    STAFF, FTE: 32    SF/FTE: 142    RESERVED PKG: 0

**1. SUMMARY OF AGREEMENT**

TERM: Beginning 08/01/19 (date) for a period of 10 years (number of years and months)  
 and ending 07/31/29 (date).

LANDLORD  Public  Private  
 Name: Franklin Howley, LLC  
 Mailing Address: 50 Franklin Street    Vendor Code # (if known): \_\_\_\_\_  
 Boston, MA 02110

Contact Person: David Cooney    Telephone #: 617-412-3214

BASE RENT for This Agreement						COSTS NOT INCLUDED IN BASE RENT		
RENT PERIOD			RENT			Paid To		
Year	Begin Date	End Date	Rate/SF	Annual Rent	Monthly Rent	Estimated Year 1 Cost:	Landlord	Other
1	08/01/19	07/31/20	\$ 54.00	\$ 244,728.00	\$ 20,394.00	Electricity (Lights & Plugs):		\$9,275.00
2	08/01/20	07/31/21	\$ 55.00	\$ 249,260.00	\$ 20,771.67	HVAC:		
3	08/01/21	07/31/22	\$ 56.00	\$ 253,792.00	\$ 21,149.33	Parking:		
4	08/01/22	07/31/23	\$ 57.00	\$ 258,324.00	\$ 21,527.00	Janitorial:		
5	08/01/23	07/31/24	\$ 58.00	\$ 262,856.00	\$ 21,904.67	Escalation:		
6	08/01/24	07/31/25	\$ 59.00	\$ 267,388.00	\$ 22,282.33	One-time		
7	08/01/25	07/31/26	\$ 60.00	\$ 271,920.00	\$ 22,660.00	payment:		
8	08/01/26	07/31/27	\$ 61.00	\$ 276,452.00	\$ 23,037.67	Other:		
9	08/01/27	07/31/28	\$ 62.00	\$ 280,984.00	\$ 23,415.33			
10	08/01/28	07/31/29	\$ 63.00	\$ 285,516.00	\$ 23,793.00			
Average:			\$ 58.50	\$ 265,122.00	\$ 22,093.50	TOTAL		\$9,275.00
						Estimated Yr. 1 Total Occupancy Cost:		\$254,003.00
						Estimated Yr. 1 Cost/SF:		\$56.05

RENTAL  State  Federal  Trust Fund # \_\_\_\_\_  
 ACCOUNT(S):  State  Federal  Trust Fund # \_\_\_\_\_

**2. APPROVALS**

USER AGENCY Sufficient funds are included or have been requested in the budget to cover the cost of this agreement.

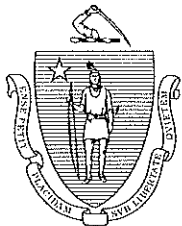
*John Collins*    12/27/18    Date  
 Authorized Signature  
 Executive Director  
 Title  
 Adriana Campos    617-701-8411    Telephone #  
 User Agency Contact

DCAMM  
*[Signature]*    1/3/19    Date  
 Authorized Signature  
 Commissioner  
 Title  
*Ginny Platt*    12/31/18    Date  
 DCAMM Project Manager

**3. CONFIRMATION OF DATE OF OCCUPANCY**

USER AGENCY	Date of Agreement	FY	Base Rent for FY	FY	Base Rent for FY	FY	Base Rent for FY
Commencement:							
Expiration:							

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_    DCAMM Reviewed By \_\_\_\_\_ Date \_\_\_\_\_



CHARLES D. BAKER  
GOVERNOR

KARYN E. POLITO  
LIEUTENANT GOVERNOR

*The Commonwealth of Massachusetts*  
*Executive Office for Administration and Finance*  
*Division of Capital Asset Management and Maintenance*  
*One Ashburton Place*

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*Tel: (617) 727-4050*

*Fax: (617) 727-5363*

MICHAEL J. HEFFERNAN  
SECRETARY  
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE  
COMMISSIONER

**CERTIFIED MAIL #: 7016 0750 0001 1127 3964**  
**RETURN RECEIPT REQUESTED**

January 7, 2019

Franklin Howley, LLC  
c/o Joseph Donovan, Manager  
50 Franklin Street, 4<sup>th</sup> floor  
Boston, MA 02110

RE: Fully Executed New Lease on behalf of the Cannabis Control Commission, 50 Franklin Street, Boston, MA.

Dear Mr. Donovan:

Enclosed is one fully executed New Lease on behalf of the Cannabis Control Commission, 50 Franklin Street, Boston.

Sincerely,

A handwritten signature in cursive script that reads "Ginny Platt SJ".

Ginny Platt, Project Manager  
Office of Leasing and State Office Planning

Enclosure (1)

cc: Adriana Campos, CNB  
Project File #:201845000  
Tracking

**THIS OFFICIAL FORM MUST NOT BE ALTERED.**  
**ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.**

**COMMONWEALTH OF MASSACHUSETTS  
OFFICE LEASE**

**1. SUBJECT MATTER AND TABLE OF CONTENTS**

**1.1 Subject Matter**

Each of the references in this Lease to any of the following subjects incorporates the data stated for that subject in this § 1.1 and, unless defined elsewhere in this Lease, constitutes the definition of the listed subject.

**DATE OF LEASE:**

JANUARY 3, 2019

**LANDLORD:**

Franklin Hawley, LLC

**ADDRESS OF LANDLORD:**

50 Franklin Street  
Boston, Massachusetts 02110

**LANDLORD'S REPRESENTATIVE:**

Name: Grid Management, LLC  
Address: c/o David Cooney  
50 Franklin Street  
Boston, Massachusetts 02110  
and/or such other persons as Landlord  
designates from time-to-time

**TENANT:**

The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM) of the Executive Office for Administration and Finance on behalf of the User Agency, the Cannabis Control Commission

**ADDRESS OF TENANT:**

Division of Capital Asset Management and  
Maintenance  
One Ashburton Place, 15th Floor  
Boston, Massachusetts 02108-1518



**TENANT'S REPRESENTATIVE:**

Name: Martha Goldsmith, Director  
Address: Office of Leasing and State Office  
Planning  
Division of Capital Asset Management  
And Maintenance  
One Ashburton Place, Room 1411  
Boston, Massachusetts 02109  
and/or such other persons as Tenant  
designates from time-to-time, as set  
forth in § 4.4

**USER AGENCY:**

Cannabis Control Commission

**ADDRESS OF USER AGENCY:**

101 Federal Street  
Boston, Massachusetts 02110

**USER AGENCY'S REPRESENTATIVE:**

Name: Shawn Collins, Executive Director  
Address: Cannabis Control Commission  
101 Federal Street  
Boston, Massachusetts 02110  
and/or such other persons as User  
Agency designates from time-to-time,  
as set forth in § 4.4

**BUILDING (ADDRESS):**

50 Franklin Street  
Boston, Massachusetts 02110

**PREMISES:**

Floor(s): Partial fourth floor  
Room(s)/Suite: \_\_\_\_\_  
within the Building as shown in Exhibit A, A-1,  
B, together with all of the Landlord's  
Improvements (as defined in § 4.1) made within  
the Premises pursuant to the provisions of this  
Lease.

**USABLE AREA OF PREMISES:**

Office Space: 4,532 square feet  
Storage Space: -0- square feet

**RESERVED PARKING SPACES:**

Number: 0  
Location: N/A

**PERMITTED USES:**

Subject to the provisions of § 6.1, Tenant must use the Premises for the following purposes: Office uses and all other lawful uses consistent with the operation of the User Agency.

**TERM:**

The Term begins on the Date of Occupancy, as defined in § 3.2, at 12:01 a.m., and continues until 11:59 p.m. of the date immediately preceding the tenth anniversary of the Date of Occupancy.

“Term” includes the Term, unless otherwise expressly stated. “Expiration Date” means the last day of the Term, and includes any effective date of termination of this Lease, unless otherwise indicated.

**BUSINESS DAY:**

Unless otherwise provided by this Lease, “business day” means any day other than Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

**BASE RENT FOR TERM:**

Year One:	\$244,728.00 \$ 54.00	per year in monthly installments of \$ 20,394.00 per square foot for office space
Year Two:	\$ 249,260.00 \$ 55.00	per year in monthly installments of \$ 20,771.67 per square foot for office space
Year Three:	\$ 253,792.00 \$ 56.00	per year in monthly installments of \$ 21,149.33 per square foot for office space
Year Four:	\$ 258,324.00 \$ 57.00	per year in monthly installments of \$ 21,527.00 per square foot for office space
Year Five:	\$ 262,856.00 \$ 58.00	per year in monthly installments of \$ 21,904.67 per square foot for office space
Year Six:	\$ 267,388.00 \$ 59.00	per year in monthly installments of \$ 22,282.33 per square foot for office space
Year Seven:	\$ 271,920.00 \$ 60.00	per year in monthly installments of \$ 22,660.00 per square foot for office space
Year Eight:	\$ 276,452.00 \$ 61.00	per year in monthly installments of \$ 23,037.67 per square foot for office space
Year Nine:	\$ 280,984.00 \$ 62.00	per year in monthly installments of \$ 23,415.33 per square foot for office space
Year Ten:	\$ 285,516.00 \$ 63.00	per year in monthly installments of \$ 23,793.00 per square foot for office space

1.2 Table of Contents

**1. SUBJECT MATTER AND TABLE OF CONTENTS**

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**RIDER, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS**

**Rider to Lease**

**Certificate of Compliance with Executive Order No. 481**

- Exhibit A: Plan Showing Location of Premises within the Building**
- Exhibit A-1: Landlord's Measured Drawing of the Premises**
- Exhibit A-2: Site Plan Showing Location of Reserved Parking Spaces**
- Exhibit B: Schematic Space Plan of the Premises**
- Exhibit C: Specifications for Premises (as appearing in the Request for Proposals, as revised by agreement of the parties based on Landlord's Proposal and subsequent negotiations)**
- Exhibit D: Project Schedule**

**Landlord's Beneficial-Interest-Disclosure Statement**

**Certificate of Tax-and-Employment-Security Compliance**

## 2. PREMISES; USABLE AREA

### 2.1 Premises; Appurtenant Rights

- (a) Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord.
- (b) As appurtenant to the Premises, Tenant, in common with other tenants of the Building (and subject to the rules of the Building, as set forth in § 6.4), has the right to use: (i) the common lobbies, malls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by Tenant and other tenants of the Building.

### 2.2 Usable Area

- (a) For the purposes of this Lease, "Usable Area" means, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether Tenant occupies a portion of a floor, an entire floor, or an entire Building.
- (b) Landlord acknowledges that Tenant has relied upon Exhibit A-1 in establishing the Usable Area and that Rent is predicated upon the Premises having a Usable Area equal to or exceeding the Usable Area of the Premises set forth in § 1.1. Landlord warrants and represents to Tenant that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Premises is smaller than depicted in Exhibit A-1 by a factor of 1% or more, then, at the option of Tenant, Landlord and Tenant must modify this Lease to state the actual Usable Area of the Premises and to adjust Rent downward to reflect the actual Usable Area.

## 3. RENT; DATE OF OCCUPANCY

### 3.1 Rent Payment

- (a) Tenant agrees to pay, and Landlord agrees to accept, Rent described in § 1.1. Equal monthly installments of Rent are payable on or before the tenth day of the calendar month for which Rent is due. If the Initial Term commences other than on the first day of a calendar month or ends other than on the last day of a calendar month, Rent for such

fractional month is prorated. Notwithstanding the second sentence of this paragraph, if the Initial Term commences other than on the first day of a calendar month, Tenant pays the prorated Rent for such partial calendar month concurrently with the payment of the installment for the first full calendar month of the Initial Term.

- (b) If any installment of Rent is not paid when due, Landlord is entitled to late-payment interest on the overdue amount in accordance with and subject to G. L. c. 29, § 29C, and any regulations or administrative bulletins promulgated under said statute.

### 3.2 Date of Occupancy; Commencement of Rent Obligation

- (a) The obligation of Tenant to pay Rent begins on the Date of Occupancy. The Date of Occupancy is the earlier of (a) the 15<sup>th</sup> day after the Premises are available for Tenant's occupancy, or (b) the day Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses. The Premises are deemed available for Tenant's occupancy only when (i) Landlord substantially completes all of the Landlord's Improvements (as defined in § 4.1) in accordance with the provisions of this Lease, with only Punchlist Items (as defined in § 4.3) excepted, (ii) Landlord provides Tenant with a copy of a Certificate of Completion issued by the project architect confirming that the Landlord's Improvements are substantially completed in accordance with the Working Drawings approved by Tenant, (iii) Landlord provides Tenant with a copy of the Certificate of Occupancy for the Premises issued by the appropriate municipal authority, (iv) Landlord provides Tenant with a written certification of a registered engineer certifying that the Building HVAC system, as designed and constructed, satisfies the requirements of Exhibit C and that the air distribution system serving the Premises is properly balanced in accordance with the design intent, as set forth in Exhibit C and the Working Drawings, (v) Landlord provides Tenant with a copy of each other report, drawing, and record that is identified in Exhibit C and required before occupancy, and (vi) Landlord provides Tenant with the certificates of insurance that are required by § 8.2.
- (b) Notwithstanding that Landlord meets all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy is not deemed to occur before the Completion Date set forth in § 4.3 unless Tenant actually takes possession of the Premises and begins to use the Premises for any or all of the Permitted Uses before the Completion Date. Tenant agrees to execute a letter to Landlord confirming the Date of Occupancy within ten business days after the Date of Occupancy has occurred.

### 3.3 Tenant's Entry before Term without Charge

- (a) With the prior approval of Landlord, Tenant may enter the Building and Premises before the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture, and fixtures, and otherwise to prepare the Premises for occupancy by Tenant. Landlord must not withhold or delay such approval, provided that Tenant coordinates Tenant's work with the construction of the Landlord's Improvements and any other work being performed by Landlord in the Building so as not to interfere with or increase the cost of such work of Landlord or delay the Completion Date. As a condition of granting such approval, Landlord has the right to require that a representative of Landlord accompany Tenant and Tenant's contractors, and Tenant agrees, on behalf of Tenant and Tenant's contractors, to comply with any and all reasonable directions given by said representative of Landlord.



- (b) In order to assist Tenant with Tenant's preparation, move into, and occupancy of the Premises, Landlord must provide Tenant and Tenant's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment, and services that Tenant reasonably requests. Landlord must provide such information with reasonable promptness, whether before or after commencement of the Term.

#### 4. IMPROVEMENTS BY LANDLORD

##### 4.1 Landlord's Improvements

Landlord, at Landlord's sole cost and expense (except as otherwise specifically provided in this Lease), furnishes all labor and materials necessary to construct the Premises and to make any and all improvements or alterations to the Building and exterior areas that the Schematic Space Plan attached as Exhibit B, the Specifications for the Premises attached as Exhibit C, and all other provisions of this Lease require. All alterations and improvements that Landlord makes in or about the Premises are the "Landlord's Improvements."

##### 4.2 Working Drawings

- (a) Landlord must cause to be prepared, at Landlord's sole cost and expense, working drawings (the Working Drawings) for the Premises in their entirety, including, without limitation, all of the existing conditions and all of the Landlord's Improvements. The Working Drawings must fix and describe the location, dimensions, and character of the existing conditions and of the Landlord's Improvements, and conform in all respects to Exhibit B, Exhibit C, and all other provisions of this Lease. Without limiting the foregoing, each of the requirements designated "[x]" applies to the Working Drawings:

[X] An architect, engineer, or both, licensed in the Commonwealth of Massachusetts, as the applicable code requires or the applicable codes require, must prepare and stamp the Working Drawings.

- (b) The Working Drawings must specifically include, at a minimum:

[X] Floor plans identifying room and corridor locations, column locations, partition layout, door and window locations, and structural modifications.

[X] Electrical plans identifying all panels, devices, and power and telephone system, servers, and photocopiers.

[X] Voice/data cabling plans identifying the location of all panels, devices, and voice/data outlets, and showing locations with reference to walls, closets, columns, and User Agency's systems furniture telephone system, servers, printers, and photocopiers.

[X] Security-system plans identifying the location of all system control panels, system entry-control devices, and all other devices and contacts.

[X] Reflected ceiling plans identifying lighting, HVAC supply and return grilles, and fire-protection devices.

HVAC plans identifying the size and location of all equipment, piping, ductwork, supply and return grilles, convectors, and radiators.

Finish schedules and legend of materials, abbreviations, and symbols.

Fire-protection plans.

Plumbing plans.

Furniture plans identifying the location of the User Agency's systems furniture with sufficient detail to enable identification of primary and secondary egress corridors.

- (c) The Working Drawings are subject to the prior written approval of Tenant. Within seven weeks after Tenant delivers a fully executed copy of this Lease to Landlord, Landlord must submit the Working Drawings to Tenant with a transmittal letter (i) identifying the Premises and the User Agency, (ii) listing each document included in the Working Drawings that Landlord submits, and (iii) requesting Tenant's approval of the Working Drawings. Within ten business days after receipt of the Working Drawings, Tenant must either approve the Working Drawings in writing or notify Landlord in writing of disapproval, specifying in what respects the Working Drawings are not in conformity with the requirements of this Lease. If Tenant fails to notify Landlord of disapproval within said time period, Tenant must be deemed to have approved the Working Drawings.
- (d) If Tenant disapproves the Working Drawings, Landlord, within ten business days after notice of disapproval is given, must submit new or corrected Working Drawings to Tenant. Any resubmission is subject to Tenant's review and approval in accordance with the procedure provided in this § 4.2 for an original submission until Tenant fully approves the Working Drawings. Upon Tenant's written full approval of the Working Drawings, the Working Drawings are deemed incorporated into and made a part of this Lease for all purposes.
- (e) At all times, the Working Drawings must conform to good design practice, the requirements of Exhibits B and C, and all other provisions of this Lease. Without limiting the foregoing, Landlord must not make any change in the Working Drawings after Tenant approves the Working Drawings that in any manner reduces the utility, lowers the quality, or affects the appearance of all or any part of the Landlord's Improvements, increases Tenant's cost to use and occupy the Premises, or interferes with Tenant's ability to use and occupy the Premises. Landlord must submit any proposed change in the Working Drawings to Tenant at least three business days before implementing such change. Any material change in the Working Drawings requires Tenant's written approval, which approval is given only if the Working Drawings, as changed, remain in conformity with Exhibits B and C, good design practice, and all other provisions of this Lease. Landlord requests, and Tenant approves, any proposed change in the Working Drawings in accordance with the procedure provided in this § 4.2 for an original submission.
- (f) Notwithstanding any other provision of this Lease, if Tenant requests any change to the Working Drawings or to the Landlord's Improvements that causes an increase in Rent or requires Tenant to pay any additional sum to Landlord or to Landlord's contractors, Landlord must not make such change, and Tenant has no liability for any cost that Landlord

or any other party incurs in connection with such change, unless and until Landlord and Tenant execute a written modification of this Lease, specifying such change and the additional rent or other payment that Tenant must make.

- (g) It is understood and agreed that Landlord and Landlord's architects and engineers are fully and completely responsible for all aspects of the design, engineering, and construction of the Landlord's Improvements. No comments on or approval by Tenant of the Working Drawings or any other advice or opinions provided by Tenant concerning the design or construction of the Landlord's Improvements renders Tenant responsible for the design, engineering, or construction of the Landlord's Improvements, or invests Tenant with any responsibility for defects or other Building conditions.

4.3 Completion Date; Tenant Delays; Standard for Substantial Completion

- (a) Subject to Tenant Delays and any Force Majeure Event (as defined in § 15), Landlord must substantially complete all of the Landlord's Improvements and make the Premises available for Tenant's occupancy within twenty-eight weeks after delivery of a fully executed counterpart of this Lease to Landlord (the Completion Date). If, at any time, it appears that this deadline will not be met, Landlord must notify Tenant immediately, in writing. Such notice must advise Tenant of each reason for delay and of the new projected Completion Date.
- (b) If a Force Majeure Event delays the Completion Date, then the Completion Date, as modified from time to time, must be extended by the actual number of days that a Force Majeure Event delays the Completion Date, but in no event can such extension of the Completion Date for Force Majeure Events exceed 150 days in the aggregate without Tenant's written consent, which Tenant has the right to withhold for any reason or for no reason, in Tenant's sole discretion.
- (c) If the Completion Date is delayed due to a Tenant Delay, then the Completion Date, as extended from time to time, must be extended by the actual number of days that such Tenant Delay delays the Completion Date. For the purposes of this Lease, "Tenant Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Tenant, provided such act or omission continues for a period of more than two business days after receipt of notice from Landlord that such act or omission is likely to cause a delay in the Completion Date:
  - (i) Tenant's request for special work not included in the Working Drawings that Tenant previously approved or that this Lease otherwise requires; or
  - (ii) Tenant's request for a change in the Working Drawings that Tenant previously approved; or
  - (iii) Delays in the delivery, installation, or completion of any work that Tenant or Tenant's contractors perform; or
  - (iv) Any failure by Tenant to perform any of Tenant's obligations under this Lease.
- (d) Such notice must be sent to Tenant in an envelope bearing the following notice printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

# NOTICE OF TENANT DELAY — OPEN IMMEDIATELY

- (e) The extension of the Completion Date for Tenant Delays is Landlord's sole and exclusive remedy for Tenant Delays, notwithstanding the provisions of § 16.8 or any other provision of this Lease.
- (f) The Landlord's Improvements are substantially complete for the purposes of this Lease only when (i) Landlord performs the work in the Working Drawings approved by Tenant that Landlord is required to perform, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist Items excepted, (ii) Landlord makes the water supply, sewage, heating, ventilating, air conditioning, and electric facilities available to Tenant in accordance with the obligations that Landlord assumes under this Lease, and (iii) Landlord has caused the Premises to be free of debris and construction materials, in a usable and tenantable condition, and cleaned.
- (g) Subject to Tenant Delays and Force Majeure Events only, Landlord must cause the Landlord's Improvements to be completed in accordance with the Project Schedule annexed as Exhibit D. Landlord must keep Tenant apprised of the progress of the work that Landlord performs under this Lease. If there is any delay in the progress of the work of five days or more, Landlord must notify Tenant of such delay immediately, regardless of whether Landlord anticipates that such delay causes a delay in the Completion Date. Said notice must advise Tenant of all changes or adjustments in the Project Schedule, the cause of each change or adjustment, and the corrective efforts, if any, that Landlord has made, proposes to make, or both.
- (h) If, for reasons other than Tenant Delays or a Force Majeure Event, Landlord does not substantially complete the Landlord's Improvements and make the Premises available for Tenant's occupancy by the Completion Date, as extended, and, notwithstanding Tenant's termination of this Lease as provided in this § 4.3, Landlord must pay any and all costs, fees, and expenses that Tenant incurs as a result of such delay, including, without limitation, necessary additional moving and storage costs, expenses incurred to find other temporary space, and any cost difference between Tenant's Rent under this Lease and the rent that Tenant incurs during the period of delay by Landlord.
- (i) If the Landlord's Improvements are not substantially completed within 60 days after the Completion Date, as extended for Tenant Delays, a Force Majeure Event, or otherwise by agreement of Landlord and Tenant, Tenant has, in addition to any other remedies available to Tenant under this Lease, at law, or in equity, the right to terminate this Lease by giving Landlord a written Notice of Termination, which right Tenant can exercise immediately or at any time after the expiration of said 60 days and without further notice. Such termination of this Lease by Tenant does not relieve Landlord of Landlord's obligation to pay Tenant any and all costs, fees, and expenses that Tenant incurs as a result of Landlord's delay in making the Premises available for occupancy by Tenant, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which

Tenant is lawfully entitled by reason of Landlord's failure to perform Landlord's obligations.

- (j) Notwithstanding Tenant's consent to any extension of the Completion Date, Landlord must promptly complete all Punchlist Items, and in every event, Landlord must complete Punchlist Items no later than 30 days after the Date of Occupancy. For the purposes of this Lease, "Punchlist Items" means only minor and insubstantial details of decoration or mechanical adjustment that do not impair Tenant's ability to use and occupy the Premises in accordance with the provisions of this Lease. On or before the Date of Occupancy, Landlord and Tenant must conduct a walk-through of the Premises and must identify, in writing, all Punchlist Items that Landlord must complete.
- (k) The construction of the Landlord's Improvements must be (i) coordinated with any work being performed by Tenant, provided that such coordination does not materially interfere with Landlord's construction schedule, delay the Completion Date, or increase the cost of the Landlord's Improvements, (ii) completed in accordance with the approved Working Drawings and in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Landlord's sole expense, including the cost of all design work, materials, labor, and state and local permits. Approval by Tenant of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Tenant's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

#### 4.4 Tenant's Representative, User Agency's Representative, and Authorized Representative

Tenant designates the individuals named in § 1.1 respectively as Tenant's Representative and as User Agency's Representative. Tenant designates User Agency's Representative as Authorized Representative, who has full power and authority to make decisions on behalf of Tenant with respect to matters pertaining to the design and construction of the Landlord's Improvements, except that Authorized Representative has no authority whatsoever to alter, waive, or modify any provision of this Lease, which must only be done in accordance with the provisions of § 16.3. Landlord must deliver the Working Drawings and any requests for changes or modifications to the Working Drawings to both Tenant's Representative and User Agency's Representative. Authorized Representative or Authorized Representative's successor must communicate to Landlord, in writing, Tenant's approval or disapproval of the Working Drawings and all other decisions relating to the Landlord's Improvements, and Landlord must rely only upon written communications received from such individuals unless Tenant otherwise notifies Landlord in writing.

## 5. LANDLORD'S COVENANTS

### 5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings; Changes

Landlord warrants and represents:

- (a) Landlord has record title to the premises (or if this Lease is a sublease, Landlord warrants and represents that Landlord holds a current and valid lease of the premises) of which the Premises are a part, and that there are no encumbrances affecting the Premises or Building that would prohibit or interfere with the construction of the Landlord's Improvements or

the use of the Premises for the Permitted Uses (or the sublease of the Premises if this Lease is a sublease).

- (b) Landlord's name appears in this Lease exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if this Lease is a sublease.
- (c) Landlord has full legal capacity to enter into this Lease.
- (d) If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord is validly organized and existing, Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.
- (e) The execution of this Lease is duly authorized, and each person executing this Lease on behalf of Landlord has full authority to do so and to fully bind Landlord.
- (f) Landlord is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.
- (g) Landlord knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Landlord or Landlord's properties wherein any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this Lease or Landlord's ability to carry out Landlord's obligations.
- (h) If the status of any warranty and representation by Landlord in this § 5.1 changes or ceases to be accurate during the Term, Landlord must notify Tenant in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Tenant all commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Tenant.

## 5.2 Delivery of Premises; Compliance with Law

Landlord warrants and represents:

- (a) Landlord must deliver the Premises to Tenant in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and that the construction of the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.
- (b) Throughout the Term, Landlord must maintain the Premises in good, clean, safe, and occupiable condition, and otherwise in accordance with the provisions of this Lease, and

the Landlord's Improvements and Building common areas to which Tenant has appurtenant rights, and the use of the Premises by Tenant for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Landlord's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to accessibility for disabled persons) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.

- (c) If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Landlord or Tenant that all or any part of the Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Landlord, upon receipt of such notification, promptly must cause such repairs, alterations, or other work to be done so as to bring about the compliance demanded. Landlord has the right to defer compliance so long as Landlord contests the validity of any such law, order, or regulation in good faith and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with Tenant's use of the Premises for the Permitted Uses, subject Tenant or Tenant's employees or invitees to any increased risk of injury to their persons or property, adversely affect any other right of Tenant under this Lease, or impose any additional obligation upon Tenant.

### 5.3 Quiet Enjoyment

- (a) Landlord warrants and covenants that as long as there is no Event of Default (as defined in § 9.1) by Tenant under this Lease, Tenant must have peaceful and quiet use and possession of the Premises without hindrance or interruption on the part of Landlord or any other person for whose actions Landlord is legally responsible, or by any person claiming by, through, or under Landlord.
- (b) At reasonable times and without unreasonably interfering with Tenant's use, occupancy, and enjoyment of the Premises, Landlord and Landlord's agents have the right to enter the Premises to make repairs or to view the Premises. Landlord must give Tenant a minimum notice of 48 hours for such visits (Landlord has the right to give such notice by telecopier (fax) in the case of minor repairs taking one day or less to complete, or in the case of viewing the Premises); provided, however, that Landlord has the right to enter the Premises at any hour and without the 48-hour notice in the case of an emergency affecting the Premises.
- (c) Landlord has the right to enter for the purpose of showing the Premises to prospective tenants only during the last six months of the Term. Landlord must notify Tenant (Landlord has the right to give such notice by telecopier (fax)) at least 24 hours before showing the Premises to prospective purchasers, tenants, or other parties.

### 5.4 Correction of Defective Work; Repair of Premises and Building

- (a) During the Term, Landlord must promptly correct, repair, or replace any defective aspects of the Landlord's Improvements of which Landlord becomes aware after the Date of Occupancy (Latent Defects).
- (b) Subject to Landlord's obligation to correct Latent Defects, Landlord must keep and maintain the Premises, including, without limitation, all equipment and fixtures that

Landlord furnishes as part of the Landlord's Improvements (whether located within or outside of the Premises) in such good repair, order, and condition as the same are in at the beginning of the Term, reasonable wear and tear, damage that fire or other casualty causes (except as provided in § 7.1), and damage that Tenant's negligence, Tenant's breach of this Lease, or Tenant's willful misuse causes excepted. Without limiting the foregoing, but subject to any additional or limiting provisions of Exhibit C, Landlord's obligations include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Landlord must make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as are necessary to keep them in good condition.

- (c) Landlord must make routine repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building within five business days after Landlord discovers or Tenant notifies Landlord or Landlord's authorized representative of the condition requiring repair, correction, or replacement, or within such shorter time period as applicable law, code, or regulation requires. A routine repair, correction, or replacement is any repair, correction, or replacement that is not an emergency repair, correction, or replacement as defined in § 5.4 (d).
- (d) Landlord must make emergency repairs, corrections, and replacements to the Premises, to any of the Landlord's Improvements outside of the Premises, or to any other portion of the Building immediately upon Landlord's discovery of or Tenant's notice to Landlord or to Landlord's authorized representative of the condition requiring repair, correction, or replacement. An emergency repair, correction, or replacement is any repair, correction, or replacement that is required to remove an immediate threat to the life, health, or safety of any person or property upon the Premises or the appurtenant areas described in § 2.1.
- (e) Landlord must complete all repairs, corrections, and replacements (i) at Landlord's sole cost and expense, except as provided by this § 5.4, (ii) in a good and workmanlike manner, (iii) with respect to repairs, corrections, and replacements of the Premises and the Landlord's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.
- (f) In (i) scheduling and carrying out the repairs that this Lease requires, (ii) making any optional repairs, alterations, or improvements to the Building or Premises, and (iii) performing routine maintenance of Building systems, fixtures, or equipment, Landlord must make all reasonable efforts to minimize interference with Tenant's access to and use of the Premises. If any such repairs or maintenance by Landlord causes Tenant to be deprived of the use or quiet enjoyment of all or a material portion of the Premises for a period of more than two consecutive business days, Rent for each succeeding day must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this Lease, or willful misconduct of Tenant or Tenant's agents or contractors.

#### 5.5 Delivery of Services and Utilities

Landlord must furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit C.



## 5.6 Hazardous Substance

- (a) Landlord represents that Landlord has no knowledge of, and has not received any notice of, the current or past existence of any material, currently considered to be a Hazardous Substance, that is existing, deposited, or discharged on or from, or transported to, from, or across, or migrating toward or across the Premises, the Building, or the land upon which the Building is located. For purposes of this Lease, Hazardous Substance means (i) any "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "hazardous pollutant," or "toxic pollutant," oil, asbestos, urea formaldehyde foam insulation, or "solid waste," as presently defined or otherwise denominated as hazardous, toxic, or a pollutant or a special waste in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as modified from time to time (42 U.S.C. 9601 et seq.) (CERCLA), the regulations promulgated under CERCLA, and the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); (ii) any additional substance or material that is incorporated in or added to the definition of "hazardous substance" for the purposes of such laws; (iii) a substance listed in the United States Department of Transportation Table (49 CFR 172.101, as modified) or by the Environmental Protection Agency (or any successor agency) as a hazardous substance (40 CFR Part 302, as modified); (iv) any hazardous waste or solid waste, as defined in the Resource Conservation and Recovery Act of 1976, as modified by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C.A. 6901 et seq.); (v) any material, waste, or substance that is (A) petroleum, (B) asbestos or an asbestos-containing material, (C) polychlorinated biphenyls, (D) urea-formaldehyde (UFFI) or UFFI-containing material, (E) radon, (F) designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act (33 U.S.C. 1251 et seq.), or listed pursuant to § 307 of the Clean Water Act (33 U.S.C. 1317); (G) flammable explosive; or (H) radioactive material; and (vi) any additional substance or material that is considered to be a "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "solid waste," or regulated substance or material (including, without limitation, any asbestos-containing material) under any state, federal, or local law, rule, or regulation governing health, safety, natural resources, or the environment relating to the Premises, the Building, or the land upon which the Building is located, including, without limitation, G. L. c. 21E (being the Massachusetts Oil and Hazardous Materials Release and Prevention Act) and the definitions of oil and/or hazardous material promulgated thereunder, G. L. c. 21C, Title 5 of the State Environmental Code, G. L. c. 111, 150A, and any hazardous and inflammable substance regulated under G. L. c. 148. Each reference in this Lease to law, a rule, a regulation, etc., whether specific or general, is to law, a rule, a regulation, etc., that is currently in effect, as modified or supplemented.
- (b) Landlord agrees that Landlord must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about, or transported to, from, or across the Premises, the Building, or the land upon which the Building is located, or to migrate toward the Premises, the Building, or the land upon which the Building is located, provided, however, that this does not (i) prohibit Landlord from permitting other tenants of the Building from using any Hazardous Substance subject to the same provisions that are applicable to Tenant, or (ii) prohibit Landlord and Landlord's contractors from using necessary amounts of cleaning fluids, pesticides, gasoline, solvents, or similar supplies necessary to carry out Landlord's construction, repair, and maintenance obligations under this Lease, any of which constitutes a Hazardous Substance, provided that such use, including storage and disposal, by Landlord is in compliance with the manufacturers' instructions and recommendations for the safe use of such products, and with all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements,

and other restrictions or requirements of governmental authorities relating to the environment, safety, or any Hazardous Substance.

- (c) Landlord must promptly take or cause others to take all actions that are necessary to assess, remove, and/or remediate each Hazardous Substance that is on, under, or migrating toward the Premises, Building, or land upon which the Building is located (unless generated by Tenant), as and to the extent required by all laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance. Landlord must also take all actions required to prevent such Hazardous Substance from causing injury or damage to Tenant and Tenant's employees, agents, contractors, and invitees, or if injury or damage cannot be prevented, to minimize such injury or damage to the greatest extent possible.
- (d) Landlord must indemnify, save harmless, and defend, under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Tenant from all liability, claim, or cost (including reasonable costs of legal counsel and response costs as defined under CERCLA) resulting directly or indirectly from any Hazardous Substance (i) on or under the Premises, the Building, or the land upon which the Building is located before the Date of Occupancy, or (ii) after such date with respect to any Hazardous Substance that Landlord, Landlord's employees, agents, independent contractors, or invitees (that include, for the purposes of this § 5.6, any other tenant of the Building, but only if Landlord knowingly permits such tenant to carry out activities involving a Hazardous Substance in breach of Landlord's obligations in this § 5.6) release(s) or place(s) on or under the Premises, the Building, or the land upon which the Building is located. This indemnity survives termination of this Lease. Promptly upon discovery, Tenant must notify Landlord in writing of any facts or circumstances that give rise to any claim by Tenant.

## 6. TENANT'S COVENANTS

### 6.1 Use of Premises

- (a) Tenant must use the Premises only for the Permitted Uses set forth in § 1.1, provided, however, that Tenant has the right to use the Premises for other purposes if such use (i) is compatible with the other uses of the Building, (ii) does not materially increase the amount of visitor or employee traffic to and from the Premises, (iii) does not materially increase Landlord's cost to provide the services (including, without limitation, repairs and maintenance of the Premises and Building) that this Lease requires or any other services currently provided to tenants of the Building, and (iv) is otherwise compatible with all other obligations of Tenant under this Lease.
- (b) Tenant must not cause or permit any nuisance in the Building and must not conduct any activity within the Premises or Building that interferes with the rights of other tenants or occupants of the Building.
- (c) Tenant covenants and agrees that Tenant must not do or permit anything to be done in or upon the Premises or Building, or bring anything on the Premises or Building that increases the rate of insurance on the Premises or Building above the standard rate applicable to Premises occupied for the Permitted Uses, or that voids such insurance. Tenant further

agrees that if Tenant does any of the foregoing, Tenant must promptly pay to Landlord, on demand, any resulting increase as additional rent, or Tenant must cease all activities that cause the increase or the voiding.

## 6.2 Care of Premises

Tenant must not injure, deface, or commit waste in the Premises or any part of the Building. Tenant must exercise reasonable care to ensure that all systems, fixtures, and equipment that Landlord installs are used only for their respective intended purposes and that the electrical, mechanical, and structural systems of the Building and the Premises are not overloaded. Tenant must notify Landlord promptly of any damage to the Premises, malfunction of a system or fixture, or any other condition that requires repair by Landlord.

## 6.3 Hazardous Substance

- (a) Tenant agrees that Tenant must not cause or permit any Hazardous Substance to be used, generated, stored, or disposed of on, under, or about the Premises, or to be transported to, from, or across the Premises.
- (b) Nothing in this Lease prohibits Tenant from using minimal quantities of cleaning fluid and office or household supplies that constitute(s) a Hazardous Substance but are customarily present in and about premises used for the Permitted Uses, provided that Tenant's use, including storage and disposal of such cleaning fluid and office or household supplies, is in compliance with all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.
- (c) If Tenant or Tenant's employees, agents, independent contractors, or invitees cause(s) the release or threatened release of any Hazardous Substance from the Premises, Tenant must promptly notify Landlord and, without cost to Landlord, take such action, or cause others to take such action, as is necessary to assess, remediate, or remove any Hazardous Substance, as and to the extent required by all applicable laws, rules, regulations, judgments, decrees, orders, licenses, permits, authorizations, agreements, and other restrictions or requirements of governmental authorities relating to the environment or any Hazardous Substance.

## 6.4 Compliance with Applicable Laws and Removal of Liens

Tenant must comply with all laws, orders, and regulations of federal, state, county, and city authorities, and with any of Landlord's rules and regulations that are set forth in this Lease or that Landlord establishes, provided that they do not conflict with the provisions of this Lease, and further provided that they are delivered to Tenant and to the User Agency in the manner required for notices. Tenant has the right to defer compliance so long as Tenant contests in good faith the validity of any such law, order, or regulation by appropriate legal proceedings and first gives Landlord appropriate assurance, reasonably satisfactory to Landlord, against any loss, cost, or expense on account of such deferral, and provided that such contest must not subject Landlord to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Tenant must not cause or allow any liens of any kind to be filed against the Premises. If any liens are filed, within 15 days after receiving written notice of such filing, Tenant, at Tenant's sole cost and expense, must take whatever action is necessary to cause such lien to be bonded off or released of record without cost to Landlord.

## 6.5 Assignment and Subletting

- (a) Tenant must not assign, sublet, mortgage, pledge, or encumber this Lease (the result of any such action being referred to as a "Transfer") without Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord and Tenant agree that Landlord has the right to withhold Landlord's consent to any proposed Transfer to a transferee who, by reputation, financial strength, or expected use, is not compatible with the other tenants in the Building, or whom Landlord, in Landlord's reasonable business judgment, does not deem to be an acceptable credit risk. By valid written instrument, any transferee must expressly assume, for the transferee and the transferee's successors and assigns, and for the benefit of Landlord, all of the obligations of Tenant under this Lease. Following such transfer, Tenant has no further obligations of Tenant under this Lease.
- (b) Any request by Tenant for Landlord's consent to a Transfer must include (i) the name of the proposed transferee; (ii) the nature of the transferee's business and proposed use of the Premises; (iii) complete information as to the financial conditions and standing of the proposed transferee; and (iv) the provisions of the proposed Transfer. Tenant must promptly supply such additional information about the proposed Transfer and transferee as Landlord reasonably requests. Landlord also has the right to meet and interview the proposed transferee.
- (c) Landlord must advise Tenant in writing whether or not Landlord consents to a proposed Transfer within 30 days of receiving Tenant's request for such consent. If such consent is withheld, Landlord must specify the reasons, in writing, to Tenant. If Landlord fails to so notify Tenant within said time period, Landlord is deemed to have given Landlord's consent to the proposed Transfer.
- (d) The express or implied consent by Landlord to any Transfer does not constitute a waiver of Landlord's right to prohibit any subsequent Transfer.
- (e) As used in this Lease, "assign" or "assignment" includes, without limitation, any transfer of Tenant's interest in the Lease by operation of law.
- (f) Notwithstanding any contrary provisions of this § 6.5, in connection with any proposed Transfer, Landlord has the right to cancel and terminate this Lease if Tenant's request is to assign the Lease or to sublet more than 80% of the Premises; or, if Tenant's request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion of the Premises for the proposed duration of the sublease. Landlord must exercise this right in writing within 30 days of receiving Tenant's request for Landlord's consent to a proposed Transfer, and in each case, such cancellation or termination must occur as of the effective date of the proposed Transfer. In such event, Tenant must permit Landlord to enter into a direct lease with the proposed transferee.
- (g) Landlord acknowledges and agrees that the use or occupation of all or part of the Premises by an agency of state government other than the User Agency named in § 1.1, or the substitution of another agency of state government for the User Agency named in § 1.1, is not a Transfer, provided that the Premises continue to be used for the Permitted Uses. Nevertheless, Tenant must advise Landlord, in writing, if any agency of state government other than the User Agency named in § 1.1 uses or occupies all or any portion of the

Premises, or if there is a substitution of any agency of state government for the User Agency named in § 1.1.

#### 6.6 Alterations and Additions

- (a) Tenant has the right to make non-structural alterations or additions to the Premises (Tenant Alterations), provided that Tenant must first obtain Landlord's prior written consent, which Landlord must not unreasonably withhold, condition, or delay. Without limiting the foregoing, Landlord has the right to withhold Landlord's consent to any proposed Tenant Alterations that would violate any law, ordinance, code, or regulation of governmental authorities with jurisdiction, or any regulation of the Board of Fire Underwriters or any similar insurance rating body or bodies, or that would materially and adversely affect the appearance or value of the Building, or the mechanical, electrical, sanitary, or any other system of the Building.
- (b) As a condition to giving Landlord's consent to Tenant Alterations, Landlord has the right to require that Tenant remove all or a portion of Tenant Alterations at the expiration or earlier termination of this Lease, provided that Landlord must designate all such items to be removed at the time Landlord gives Landlord's consent.
- (c) As a further condition for Landlord's consent, Landlord has the right to require that, before the commencement of the work, Tenant submit to Landlord, for Landlord's approval, plans and specifications that reasonably identify and describe proposed Tenant Alterations. Landlord must review Tenant's plans and specifications, and inform Tenant, in writing, of Landlord's approval or disapproval within ten business days after submission by Tenant. If Landlord disapproves, Landlord must identify, in writing, each reason for disapproval and identify, in writing, each modification that must be made by Tenant in order to obtain Landlord's approval. If Landlord fails to so inform Tenant of disapproval within ten business days after submission by Tenant or fails to so identify each modification that is necessary to obtain Landlord's approval, Tenant's plans and specifications are deemed approved.
- (d) Tenant must (i) do all such Tenant Alterations at reasonable times and in such manner so as not to unreasonably disturb other tenants of the Building, (ii) complete all such Tenant Alterations in accordance with any plans and specifications that Landlord approves and in a good and workmanlike manner, with materials in quality at least equal to the then-present construction, (iii) cause contractors that Landlord approves to perform all such Tenant Alterations, provided that Landlord's approval is not required for any contractor that Tenant selects pursuant to applicable public bidding laws of the Commonwealth of Massachusetts, (iv) perform and complete all such Tenant Alterations in compliance with all applicable laws, ordinances, codes, and regulations of governmental authorities, and with regulations of the Board of Fire Underwriters or any similar insurance body or bodies, and (v) perform and complete all such Tenant Alterations at Tenant's sole expense, including the cost of all design work, materials, labor, and state and local permits. Landlord's approval of any plans and specifications, or changes in plans and specifications, whether expressly given or resulting from Landlord's inaction, must never be construed as a waiver of any of the requirements of this paragraph.
- (e) At all times during the construction of any Tenant Alterations, Tenant must cause Tenant's contractors and any subcontractors to maintain Workers' Compensation insurance covering the persons employed in connection with such Tenant Alterations as required by law and, if

the estimated construction cost of such Tenant Alterations exceeds \$25,000, to secure and maintain (i) commercial general liability insurance for the mutual benefit of Landlord and Tenant, with limits that Landlord reasonably establishes, to protect against the risks or nature of the construction to be undertaken, or with limits customarily carried in connection with similar work undertaken in buildings similar to the Building in the same locality, and (ii) such builders-risk insurance protecting the interests of Landlord and Tenant against damage resulting from such Tenant Alterations in amounts that Landlord reasonably deems necessary. Tenant must not permit Tenant's contractors or any subcontractor to commence any work until all required insurance coverage has been obtained, and certificates evidencing such coverage have been delivered to and approved by Landlord. Each insurance policy must be with a company authorized to do business in Massachusetts and must provide that Landlord be given at least 20 days prior, written notice of any alteration or termination of coverage.

- (f) Landlord has the right to inspect the work as the work progresses and to require Tenant to remove any Tenant Alterations that do not conform to the approved plans and specifications. Tenant must not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant, and Tenant must promptly cause any such lien to be released of record or bonded off without cost to Landlord.
- (g) All Tenant Alterations must remain the exclusive property of Tenant until Tenant vacates the Premises. At any time, at Tenant's sole option, Tenant has the right to remove any Tenant Alteration and restore the Premises to the same conditions as before the Tenant Alteration, reasonable wear and tear, and damage by fire or other casualty, excepted. Any Tenant Alteration remaining on the Premises after Tenant vacates the Premises becomes the property of Landlord without payment.

#### 6.7 Yield Up at Termination of Lease

At the expiration or other termination of this Lease, Tenant must remove all of Tenant's effects from the Premises. Tenant must surrender and deliver up the Premises to Landlord in the condition in which Tenant is required to maintain the Premises, as set forth in this Lease, reasonable wear and tear, and damage by fire or other casualty, excepted. Any personal property of Tenant remaining upon the Premises after Tenant has surrendered possession of the Premises becomes the property of Landlord. If Landlord removes and disposes of any remaining property, Tenant agrees to pay the reasonable costs of removal and disposal, less any salvage value that Landlord actually recovers, provided that such claim is submitted to Tenant, in writing, within 30 days after Tenant vacates the Premises.

### 7. CASUALTY; EMINENT DOMAIN

#### 7.1 Fire or Other Casualty

- (a) If fire or other casualty damages the Premises or any other portion of the Building to which Tenant has appurtenant rights under § 2.1 (and that is necessary for reasonable access to or egress from the Premises, or for Tenant's use and enjoyment of the Premises, as this Lease contemplates), then, subject to the next paragraph, Landlord must proceed with diligence to establish and collect all valid claims that arise against insurers and any other potentially responsible party, based upon any such damage and, subject to the then applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with

diligence to repair such damage or destruction and to restore the Premises and Building to their condition before such casualty, at Landlord's sole expense. Notwithstanding the forgoing, Landlord has no duty to repair any damage to any Tenant Alterations unless the damage was caused by the negligence, breach of this Lease, or willful misconduct of Landlord.

- (b) Notwithstanding the preceding paragraph, if either Landlord or Tenant determines, in Landlord's or Tenant's commercially reasonable business judgment, that Landlord cannot be expected to repair the damage to the Premises or to the Building within 120 days from the date of the fire or other casualty, due to the character of such damage, or if the remainder of the Term is less than one year, then either Landlord or Tenant has the right to terminate this Lease. Tenant also has the right to terminate this Lease if Landlord, having notified Tenant of Landlord's intention to repair the damage to the Premises or Building, as provided in this Lease, fails to complete such repairs within 120 days after a fire or other casualty. If neither Landlord nor Tenant exercises a right to terminate this Lease, as provided in this § 7.1, Landlord must provide Tenant with substitute Premises for the affected portion of the Premises for no additional Rent, sufficient and adequate for Tenant to conduct business in a commercially reasonable manner, and must bear any relocation expenses incurred by Tenant for relocation from the original Premises to the substitute Premises, and back to the original Premises, provided that Tenant must continue to pay the Rent.
- (c) The rights of Landlord and Tenant to terminate this Lease if there is a fire or other casualty are subject to the following notice provisions: Within 30 days after the occurrence of a fire or other casualty, Landlord must notify Tenant of Landlord's election to terminate this Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate this Lease in accordance with the preceding paragraph (i) within 30 days after the occurrence of a fire or casualty or (ii) within 30 days after the expiration of the 120-day period given to Landlord to repair the Premises if this Lease is not terminated and Landlord fails to complete such repair within said 120-day period. Any such termination of this Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless so terminated, this Lease remains in full force and effect, subject, however, to other provisions of this § 7.1.
- (d) If any damage to the Premises or the Building, or if Landlord's repair of either or both (i) renders any part of the Premises unfit for Tenant's use and occupancy or otherwise prevents Tenant's use and occupancy of such part of the Premises, or (ii) causes a material cessation or reduction in Landlord's Services (as identified in Exhibit C) under this Lease, and (iii) Tenant continues to use and occupy the unaffected portion of the Premises, a proportionate amount of Rent must be abated (unless Tenant has been relocated to substitute premises as set forth in (b) above) until the affected portion of the Premises, Landlord's Services, or both has or have been restored as required under this Lease unless Tenant has relocated to substitute premises as provided by § 7.1 (b).

## 7.2 Eminent Domain

- (a) If all or any substantial part of the Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the Taking), this Lease terminates at Landlord's election, which Landlord has the right to make notwithstanding the divestiture of Landlord's entire interest in the Building. Tenant has the right to terminate this Lease if the Taking would materially interfere with Tenant's use and

occupancy of the Premises (even if Landlord reconstructs the Premises and Building to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Tenant determines, in Tenant's reasonable business judgment, that Landlord cannot reasonably be expected to complete, within 150 days from the date of the Taking, any reconstruction of the Premises, of the Building, or of both that is necessary for Tenant's use and occupancy of the Premises in accordance with the provisions of this Lease, or (ii) Landlord, having elected not to terminate the Lease, fails to complete such reconstruction within 150 days after the Taking.

- (b) The foregoing rights of Landlord and Tenant to terminate this Lease if there is a Taking is subject to the following notice provisions: Within 30 days after a Taking of all or a substantial part of the Premises or the Building, Landlord must notify Tenant of Landlord's election to terminate the Lease in accordance with the preceding paragraph. Tenant must notify Landlord of Tenant's election to terminate the Lease within 30 days after the Taking, or within 30 days after the expiration of the 150-day period given to Landlord to restore the Premises after a partial Taking if this Lease is not terminated and Landlord has failed to complete such restoration within said 150-day period. Any such termination of the Lease by Landlord or Tenant is effective no earlier than 30 days after the giving of notice. Unless terminated pursuant to the foregoing provisions, this Lease remains in full force and effect, subject, however to other provisions of this § 7.2.
- (c) If Landlord does not terminate this Lease after a Taking, or if the Taking effects less than all or a substantial part of the Premises or the Building, Landlord must proceed with diligence to establish and collect all valid claims that arise against the Taking authority or others and, subject to the then-applicable building codes, zoning ordinances, and other legal requirements, Landlord must proceed with diligence to restore the Premises and the Building, or their remains, as nearly as practicable to their condition before such Taking, at Landlord's sole expense, subject, however, to the extent of the proceeds from the Taking.
- (d) If any Taking of the Premises or the Building or if Landlord's restoration of either or both (i) reduces the Usable Area of the Premises, (ii) renders any part of the Premises unfit for Tenant's use and occupancy, or otherwise materially interferes with Tenant's use and occupancy of the Premises, or (iii) causes a material cessation or reduction in Landlord's Services under this Lease (even if Tenant continues to use and occupy the Premises), Rent or a just portion of Rent must be abated until the Premises or their remains, such services, or all of them are restored, as this Lease requires. In the case of a Taking that reduces the Usable Area of the Premises, interferes with Tenant's use and occupancy of the Premises, or materially diminishes Landlord's Services on a permanent basis, a just portion of Rent must be abated for the remainder of the Term.
- (e) Landlord reserves all rights to any damages or compensation payable by reason of any Taking, and Tenant grants to Landlord all of Tenant's rights to such damages or compensation, and covenants to execute and deliver such further instruments as Landlord requests from time to time in order to obtain such damages or compensation, provided, however, that Tenant reserves for Tenant any award specifically reimbursing Tenant for moving or relocation expenses, and any other award, the payment of which does not diminish the amounts otherwise payable to Landlord.

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## 8. INDEMNIFICATION AND INSURANCE

### 8.1 Indemnification of Tenant by Landlord

Under the direction of the Attorney General of the Commonwealth of Massachusetts in accordance with G. L. c. 12, § 3, Landlord must indemnify, save harmless, and defend Tenant from any and all liability, claim, or cost arising, in whole or in part, out of any injury, loss, or damage to any person or property while on or within the Premises, Building, or appurtenant areas if caused by any negligence, breach of this Lease, or willful misconduct of Landlord or Landlord's employees, agents, contractors, servants, or invitees. This indemnity and hold-harmless agreement includes indemnity against all costs, expenses, and liabilities that Tenant incurs in connection with any such injury, loss, or damage, or any such claim, or any proceeding brought thereon or in defense thereof, including, but not limited to, reasonable legal fees and expenses charged by public or private counsel that Tenant employs. This indemnity survives the Expiration Date.

### 8.2 Insurance Coverage to be Maintained by Landlord

- (a) At all times after the Date of Occupancy and during the Term, Landlord, at Landlord's sole cost and expense, must keep in force a commercial general liability insurance policy insuring Landlord against all claims and demands for personal injury or damage to property that are claimed to have occurred upon or about the Premises, Building, or appurtenant areas. This policy must be written on an occurrence basis to provide protection in an amount not less than \$2,000,000 combined-single-limit for personal injury, death, and property damage, with a so-called "broad-form" endorsement and contractual liability coverage insuring Landlord's performance of the indemnity agreement set forth in § 8.1. This policy also must name Tenant as an additional insured, but only if (i) Tenant occupies at least 20% of the tenanted portion of the Building using Landlord's generally applicable standard of measurement, or (ii) the Usable Area of the Premises exceeds 20,000 square feet.
- (b) Landlord also must maintain casualty insurance for the Building (including all fixtures and equipment that Landlord installs, and all alterations and additions that Landlord makes) insuring Landlord against loss or damage that fire and other risks, which are customarily contemplated by "all-risks" endorsements of insurance policies, cause (with such additional endorsements as are necessary to include coverage for vandalism and malicious conduct, floods, boiler explosions, water damage from boilers, plumbing, etc., earthquakes, debris removal, and demolition), in an amount equal to 100% of the replacement cost of the Building and the Building's fixtures and equipment.
- (c) At all times during the Term, Landlord must maintain, and must cause Landlord's contractors and any subcontractors to maintain, Workers' Compensation insurance, as required by law, covering each person who is employed by Landlord, and by Landlord's contractors and any subcontractors, to provide labor, services, or both in connection with the Premises, the Building, the property on which the Building is situated, or in connection with any combination of two or more of the Premises, the Building, and the property on which the Building is situated.

- (d) Landlord must take out each insurance policy with insurers qualified to do business in the Commonwealth, and each such insurance policy must have only such deductibles as are reasonable and customary.
- (e) On or before the Date of Occupancy, Landlord must provide Tenant with a certificate of insurance, in a form reasonably satisfactory to Tenant, for each required policy of insurance, and must provide Tenant with a certificate evidencing renewal of each such policy at least 20 days before the policy's expiration. If Tenant is named as an additional insured under Landlord's commercial general liability insurance policy, Landlord must provide Tenant with an endorsement issued by the underwriter showing Tenant as an additional insured under the policy and providing that the policy must not be canceled, terminated, reduced, or changed in any material respect without at least 20 days prior written notice to Tenant.

### 8.3 Tenant's Self-Insurance

Landlord and Tenant acknowledge and agree that Tenant is self-insured and that this Lease does not require Tenant to procure or maintain insurance of any kind for payment of damages to Landlord or to any other party. Notwithstanding any other provision of this Lease, but subject to the provisions of § 13.1, the provisions of G. L. c. 258 and any successor statute govern Tenant's liability for injuries to persons or property.

### 8.4 Tenant's Personal Property; Assumption of Risk

All of the furnishings, equipment, effects, and personal property of every kind and nature of Tenant, and of all persons claiming by, through, and under Tenant, that, during the Term, are on the Premises or in the Building at the sole risk and hazard of Tenant, except for damage or loss caused by Landlord's negligence, breach of this Lease, or willful misconduct. If fire, water, or other casualty destroys or damages the whole or any part of such personal property, no part of such loss or damage is to be charged to or to be borne by Landlord unless such loss or damage is due to the negligence, breach of this Lease, or willful misconduct of Landlord.

### 8.5 Waiver of Subrogation

To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Landlord or Tenant (Tenant being under no obligation to maintain any insurance), Landlord and Tenant each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Landlord with respect to the Premises, whether or not required by this Lease, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Tenant to the extent such rights have been waived by Landlord, insofar as and to the extent that such provisions may be effective without making it impossible for Landlord to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

## 9. DEFAULT

### 9.1 Event of Default by Tenant

Each of the following is an "Event of Default" by Tenant:

- (a) Tenant fails to pay, when due, any sum of money due to Landlord by Tenant under this Lease, whether such sum is an installment of Rent or any other payment or reimbursement, and such failure continues for a period of ten business days after written notice from Landlord.
- (b) Tenant fails to comply with any other obligation or covenant of Tenant under this Lease, and fails to cure such failure within 30 days after receiving written notice from Landlord specifying such failure, or for those failures that cannot be cured within such 30-day period, if Tenant fails to commence such cure within such 30-day period and thereafter fails to diligently pursue such cure to completion.
- (c) Any warranty, representation, or statement that Tenant makes in this Lease is incorrect or misleading in any material respect on the date made.

## 9.2 Remedies of Landlord

- (a) Upon the occurrence of an Event of Default by Tenant, in addition to the remedies described in § 9.3 and any other remedies available to Landlord at law or in equity, Landlord has the right to terminate this Lease upon not less than 60 days prior written notice to Tenant; provided, however, that in the case of a non-monetary Event of Default by Tenant that poses an immediate threat to the health or safety of persons or property, Landlord has the right to reduce said 60-day notice period to ten days. Upon such termination, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, and Tenant must then quit and surrender the Premises to Landlord as provided in § 6.7, but Tenant remains liable for damages arising out of such Event of Default, as provided in this Lease.
- (b) Upon termination of this Lease by Landlord pursuant to this § 9.2, Tenant must pay to Landlord Rent payable by Tenant to Landlord up to the Expiration Date, and Tenant remains liable for any breach of Tenant's obligations under this Lease occurring before the Expiration Date. In addition, Tenant is liable to pay Landlord, as damages, the aggregate of Rent remaining in the Term.
- (c) Tenant must pay Rent in the same manner, to the same extent, and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant pursuant to the preceding sentence, Landlord must credit Tenant with the net rents that Landlord actually receives from a reletting of the Premises. Net rents must be determined by deducting from the gross rents, as and when Landlord receives the gross rents from such reletting, the reasonable expenses that Landlord incurs or pays in terminating this Lease and the reasonable expenses that Landlord incurs or pays in connection with the reletting of the Premises that are allocable to the Term. In no event is Tenant entitled to receive any excess of such net rents over the sums that Tenant must pay to Landlord under this Lease. If Landlord terminates this Lease by reason of an Event of Default by Tenant, Landlord must take all reasonable steps to mitigate Landlord's damages, including making reasonable efforts to relet the Premises for a period that is equal to, shorter, or longer than the Term.

### 9.3 Cure by Landlord

If Tenant fails to perform any of Tenant's obligations, agreements, or covenants under this Lease, and if Tenant does not cure such failure within 30 days after written notice from Landlord specifying the failure or, for those failures that are incapable of being cured within such 30-day period, if Tenant fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion, Landlord, at Landlord's sole option, without waiving or limiting any claim for damages, and at any time thereafter, has the right to perform such obligation of Tenant, provided that Landlord, after notice to Tenant (including telephonic notice), has the right to cure any such failure before the expiration of the waiting period described above if the curing of such breach before the expiration of the waiting period is reasonably necessary to prevent injury or damage to persons or property, including Landlord's interest in the Premises or Building. If Landlord makes any expenditure or incurs any obligation for the payment of money in order to cure Tenant's failure to perform, such sums paid or obligations incurred, to the extent they are reasonable, are due from Tenant to Landlord as additional rent. Landlord must deliver to Tenant an itemized statement of all costs that Landlord incurs to cure Tenant's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Tenant must pay any additional rent due by reason of such costs with the second installment of Rent due after Landlord delivers such statement to Tenant.

### 9.4 Event of Default by Landlord

Each of the following is an "Event of Default" by Landlord:

- (a) Landlord fails to comply with any obligation or covenant of Landlord under this Lease and fails to cure such failure within 30 days after receiving written notice from Tenant specifying such failure, or for those failures that cannot be cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter to diligently pursue such cure to completion.
- (b) Any warranty, representation, or statement that Landlord makes in this Lease is incorrect or misleading in any material respect on the date made.

### 9.5 Remedies of Tenant

Upon the occurrence of an Event of Default by Landlord, Tenant has the remedies described in § 9.6, if applicable, given the nature of the Event of Default, and any other remedy available to Tenant at law or in equity. In addition, if the Event of Default by Landlord is of such a nature that the Event of Default materially interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and Landlord fails to fully cure or eliminate the cause or causes of such Event of Default within 30 days following written notice from Tenant stating that such an Event of Default has occurred, then Tenant also has the right to terminate this Lease by giving Landlord a written Notice of Termination that Tenant must give at least ten days before the Expiration Date stated in such Notice of Termination. Upon the Expiration Date, this Lease comes to an end as fully and completely as if the Expiration Date stated in such notice were the Expiration Date originally fixed, provided, however, that Landlord remains liable for any breach of Landlord's obligations under this Lease occurring before such Expiration Date, and Tenant is required to comply with the provisions of § 6.7.

## 9.6 Cure by Tenant

If Landlord fails to perform any obligation, agreement, or condition of Landlord under this Lease, including, but not limited to, failing to make any required repairs or to provide any Building services, and if such failure interferes with Tenant's use or occupancy of the Premises, in Tenant's reasonable judgment, and if Landlord does not cure such failure within 30 days after written notice from Tenant specifying the failure (or, for those failures that are incapable of being cured within such 30-day period, if Landlord fails to commence such cure within said 30-day period and thereafter fails to diligently pursue such cure to completion), Tenant, at Tenant's sole option, and without waiving or limiting any claim for damages, at any time thereafter has the right to perform such obligation for Landlord, provided that Tenant has the right to cure any such failure before the expiration of the waiting period described above (but after notice to Landlord, including telephonic notice) if the curing of such failure before the expiration of the waiting period is reasonably necessary to prevent injury to persons or property. If Tenant makes any expenditure or incurs any obligation for the payment of money in order to cure Landlord's failure to perform as aforesaid, such monies paid or obligations incurred, to the extent they are reasonable, are deemed paid or incurred on behalf of Landlord, and Landlord agrees to reimburse Tenant therefor or save Tenant harmless therefrom. Tenant must deliver to Landlord an itemized statement of all costs that Tenant incurs to cure Landlord's failure to perform, together with copies of all bills, invoices, receipts, and other documents evidencing such costs. Landlord must promptly pay any outstanding bills for labor, materials, or both, and, within 30 days of Tenant's demand, must reimburse Tenant for any amount that Tenant pays on behalf of Landlord. If Landlord fails to reimburse Tenant within such period, Tenant has the right to deduct the amount from the next or any succeeding payments of Rent due under this Lease.

## 9.7 Remedies Cumulative

Any and all rights and remedies of Landlord and Tenant under this Lease, at law, and in equity, are cumulative and are not to be deemed incompatible with each other, and Landlord and Tenant each has the right to exercise any two or more such rights and remedies simultaneously, to the extent permitted by law.

## 10. MORTGAGE PROVISIONS

### 10.1 Estoppel Certificate

Within 20 business days from receipt of a written request from Landlord or any mortgagee of the Building, Tenant must execute and deliver to Landlord a certificate in the form of the then-current *Commonwealth of Massachusetts Estoppel Certificate* that indicates any then-existing exceptions.

### 10.2 Subordination

Upon the written request of Landlord, Tenant must subordinate this Lease and its lien to the lien of any future mortgage(s) upon the Premises that is (are) held by a bank, insurance company, governmental agency, or other financial institution (or more than one), provided that Landlord and the holder(s) of such mortgage(s) executes and delivers to Tenant the then-current *Commonwealth of Massachusetts Subordination, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof.

### 10.3 Recognition

As a condition precedent to Tenant's execution of this Lease, Landlord must cause each bank, insurance company, governmental agency, or other financial institution, which is a holder of the lien of any existing mortgage upon the Premises, to join Landlord and Tenant in the execution and delivery of the then-current *Commonwealth of Massachusetts Recognition, Non-Disturbance, and Attornment Agreement*. The word "mortgage," as used in this Lease, includes mortgages, deeds of trust, and all similar instruments, and all modifications, extensions, renewals, and replacements thereof. If Landlord does not satisfy such condition precedent in the prescribed manner, then Landlord thereby represents to Tenant that there is no such existing mortgage, with the express understanding that Tenant relies on such representation as a material representation inducing Tenant to execute this Lease.

## 11. HOLDING OVER

If Tenant or anyone claiming under Tenant remains in possession of the Premises or of any part of the Premises after the expiration of the Term without any agreement in writing between Landlord and Tenant with respect to such possession, then before Landlord's acceptance of Rent, the person remaining in possession is deemed a tenant-at-sufferance. After Landlord's acceptance of Rent, such person is deemed a tenant-from-month-to-month, subject to the provisions of this Lease insofar as the same are applicable to a tenant-from-month-to-month. However, Tenant agrees that Landlord has the right to accept any Rent that Tenant tenders after the expiration or earlier termination of this Lease without prejudice to any claim that Landlord has for a higher fair-market rent for the Premises, provided that Landlord must give Tenant written notice of such claim *before* acceptance of Rent. Nothing in this § 11 is to be construed to give Tenant a right to remain in possession of the Premises after the Expiration Date.

## 12. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

### 12.1 Tenant's Obligations Subject to Appropriations and Authorizations

The fiscal year of the Commonwealth is the 12-month period ending June 30 of each year. Appropriations and authorizations for expenditures by agencies of the Commonwealth are made on a fiscal-year basis. In accordance with G. L. c. 29, § 27, the obligations of Tenant under this Lease, and under any modification, extension, or renewal of this Lease for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the User Agency.

### 12.2 Termination of Lease for Lack of Appropriations and Authorizations

If, for any fiscal year during the Term, sufficient funds for the discharge of Tenant's obligations under this Lease are not appropriated and authorized, or if, during any fiscal year during the Term, funds for the discharge of Tenant's obligations under this Lease are reduced pursuant to G. L. c. 29, § 9C, then Tenant has the right to terminate this Lease by written notice to Landlord without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Tenant must pay all Rent and any other charges due to Landlord for the period before Tenant's surrender of the Premises, and that Tenant must comply with the provisions of § 6.7 of this Lease.

### 13. PERSONAL LIABILITY

#### 13.1 Liability of Tenant

No official, employee, or consultant of the Commonwealth of Massachusetts is ever personally liable to Landlord, or to any successor-in-interest to Landlord, or to any person claiming through or under Landlord for or on account of any Event of Default by Tenant or failure by Tenant to perform any of Tenant's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Tenant under this Lease, or on any claim, cause, or obligation whatsoever under this Lease.

#### 13.2 Liability of Landlord

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Landlord is ever personally liable to Tenant, or to any successor-in-interest to Tenant, or to any person claiming through or under Tenant for or on account of any Event of Default by Landlord or failure by Landlord to perform any of Landlord's obligations under this Lease, or for or on account of any amount that is due or becomes due under this Lease, or for the satisfaction of any judgment against Landlord under this Lease, or on any claim, cause, or obligation whatsoever under this Lease. Tenant must look solely to Landlord's interest in the Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Premises, the Building, and said land for the satisfaction of any claim or judgment against Landlord under this Lease. Notwithstanding the foregoing, nothing in this paragraph limits any right that Tenant otherwise has to obtain injunctive relief against Landlord, or to claim the proceeds of any insurance maintained by Landlord for Tenant's benefit or any condemnation proceeds to which Tenant is entitled under this Lease. In addition, nothing in this § 13.2 limits the recourse of Tenant on account of willful fraudulent conduct.

### 14. NOTICE

#### 14.1 Notice

- (a) Unless otherwise expressly permitted under this Lease, all notices or other communication required or permitted to be given under this Lease must be in writing, signed by a duly authorized representative of the party giving notice and given by hand delivery (including, without limitation, courier and overnight-delivery service) or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this Lease, notices must be addressed and sent to Landlord at the address appearing for Landlord in § 1.1 and to Tenant at the address appearing for Tenant in § 1.1, with copies to the User Agency (i) at the address of the Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in § 1.1 if different from the address of Tenant.
- (c) Under this § 14, Landlord and Tenant, at any time and from time-to-time, has the right to designate a different address or different addresses to which notices must be sent.
- (d) All notices given in accordance with §§ 14.1 (a), 14.1 (b), and 14.1 (c) are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused or could not be attained.

14.2 Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Landlord or Tenant is deemed under this Lease to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

**NOTICE: THIS REQUEST FOR  
APPROVAL REQUIRES  
IMMEDIATE REPLY. FAILURE  
TO RESPOND WITHIN \_\_\_\_\_  
DAYS RESULTS IN  
AUTOMATIC APPROVAL.**

15. FORCE MAJEURE

Whenever this Lease requires performance on or by a fixed date, or within a fixed time or a reasonable time, if war, fire, flood, or other casualty, or strike, governmental regulation (including any delay in the payment of Rent caused by or resulting from an act or an omission of any branch, agency, or department of the government of the Commonwealth of Massachusetts, other than the User Agency or DCAMM), weather, or any other event that is beyond the reasonable control of the party whose performance is required (each a Force Majeure Event) delays performance, the time for performance must be extended for a period that is equal to the duration of the delay.

16. MISCELLANY

16.1 Entire Agreement

This Lease contains all of the agreements between Landlord and Tenant with respect to the subject matter of this Lease and supersedes all prior writings and dealings between Landlord and Tenant with respect to this Lease.



16.2 Changes in Lease

The provisions of this Lease must not be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this Lease and approved as required by law. No such instrument is void for lack of a recital of consideration.

16.3 Binding Agreement

This Lease binds and inures to the benefit of the parties to this Lease and to their respective representatives, successors, and assigns. All provisions of this Lease must be construed as covenants running with the land.

16.4 Governing Law

This Lease must be construed and governed by the laws of the Commonwealth of Massachusetts. Landlord and Tenant agree to bring any Federal or State legal proceedings arising under this Lease, in which the Commonwealth of Massachusetts, the User Agency, or DCAMM is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

16.5 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this Lease does not prevent a subsequent act that would have originally constituted a violation from having all the force and effect of a violation. No provision of this Lease is deemed to have been waived by any party unless such waiver is in writing and signed by an authorized representative of the party to be bound by such waiver.

16.6 No Broker

Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman, or other person has represented Landlord or Tenant in connection with the procurement or consummation of this Lease.

16.7 Rights and Remedies not Exclusive

Unless otherwise expressly stated in this Lease, no mention in this Lease of any specific right or remedy precludes Landlord or Tenant from exercising any other right, having any other remedy, or maintaining any action to which Landlord or Tenant otherwise is entitled, either at law or in equity.

16.8 Accord and Satisfaction

Acceptance by Landlord of a lesser sum than Rent then due must not be deemed to be other than on account of the earliest installment of such Rent due, and any endorsement or statement on any check of Landlord or Tenant, or any letter accompanying any check or payment from either Landlord or Tenant to the other, must not be deemed an accord and satisfaction, and Landlord and Tenant each has the right to accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this Lease.

16.9 Debarred or Suspended Contractors

Landlord must not accept bids or proposals from, or enter into any contract with, any person or firm for the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts, with the government of the United States of America, or with both under any applicable statute or regulation, or is subject to a stop-work order issued by any governmental authority with jurisdiction under any applicable statute or regulation. Landlord must require each person and firm with whom Landlord contracts for the construction, repair, or maintenance of the Premises to agree with Landlord not to accept bids or proposals from, or enter into or continue any contract with, any such debarred or suspended person or firm, or from or with any person or firm subject to any such stop-work order, for all or any part of the construction (including but not limited to the Landlord's Improvements), repair, or maintenance of the Premises, and Landlord must strictly enforce each such agreement.

16.10 Time of Essence

Time is of the essence to this Lease and to each of its provisions.

16.11 Affirmative Action; Non-discrimination in Hiring and Employment

Landlord must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Landlord commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

16.12 Severability

If any provision of this Lease is declared to be illegal, unenforceable, or void, then Landlord and Tenant are relieved of all obligations under that provision (or the application of that provision under circumstances in which that provision is illegal or unenforceable), provided, however, that the remainder of this Lease must be enforced to the fullest extent permitted by law.

16.13 Notice of Lease

Upon the request of Tenant, Landlord must execute and deliver to Tenant a recordable notice of this Lease.

16.14 No Agreement until Signed

No legal obligation arises with respect to the Premises or other matters covered by this Lease until this Lease is executed by Landlord and by the Commonwealth of Massachusetts acting by and through its Division of Capital Asset Management and Maintenance (the Commissioner of the Division of Capital Asset Management and Maintenance is joined by an authorized

representative of the User Agency as an adjunctive signatory), and delivery is made by and to each.

16.15 State Employees Barred from Interest

No official, employee, or consultant of the Commonwealth of Massachusetts must ever have any personal interest, direct or indirect, in this Lease or in Landlord, or participate in any decision relating to this Lease that affects the personal interest of such official, employee, or consultant, or that affects the interest of any corporation, partnership, or association in which such official, employee, or consultant is, directly or indirectly, interested.

16.16 Paragraph Headings

The paragraph headings in this Lease are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of this Lease.

16.17 Counterparts

This Lease is executed in multiple counterparts, each such counterpart is an original for all intents and purposes, and all such counterparts together constitute one and the same Lease.

16.18 Rider, Exhibits, and Other Accompanying Documents

Other than the "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance," each rider, exhibit, and other accompanying document is an integral part of this Lease for all lawful intents and purposes.

The "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant, but these required documents are not part of the documents for which they are required and therefore are not attached to them.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document, under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

**LANDLORD: FRANKLIN HAWLEY, LLC**

By:  \_\_\_\_\_

Printed Name: Joseph E. Donovan  
Manager

Title: \_\_\_\_\_

**TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE**

By:  \_\_\_\_\_

Carol W. Gladstone, Commissioner, who certifies, under penalties of perjury, that she has fully complied with the advertising requirements of G. L. c. 7C, § 36, in connection with the property described in this document.



**USER AGENCY: CANNABIS CONTROL COMMISSION**

By:  \_\_\_\_\_

Printed Name: Shawn Collins

Title: Executive Director

Approved as to Matters of Form:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Martha J. McHale, Deputy C.C.  
Office of the General Counsel  
Division of Capital Asset Management and Maintenance

**COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE  
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE  
OFFICE OF LEASING AND STATE OFFICE PLANNING**

**CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481**

Pursuant to Executive Order No. 481, Joseph Donovan,  
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, or Prospective Lender)

Manager of Franklin Hawley, LLC (Contractor),  
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, or Prospective Lender) (name of Landlord, Licensor, Mortgagee, or Prospective Lender named in the document to which this Certificate is attached)

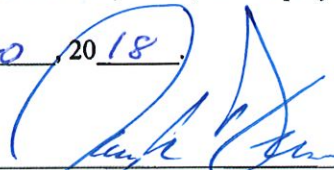
whose principal place of business is located at 50 FRANKLIN, BOSTON, MA 02110  
(address of principal place of business of Landlord, Licensor, Mortgagee or Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under (a) the lease or (b) the short-term tenancy agreement or (c) the license or (d) the amendment or (e) the subordination, non-disturbance, and attornment agreement or (f) the change-of-ownership documents to which this Certificate is attached (this Contract) for the premises located at 50 FRANKLIN ST, BOSTON, MA 02110  
(address of the premises as stated in

that:  
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract, as it may be amended from time-to-time.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant or Licensee under this Contract, at law, or in equity.

Signed under the penalties of perjury on December 20, 2018.

  
(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)



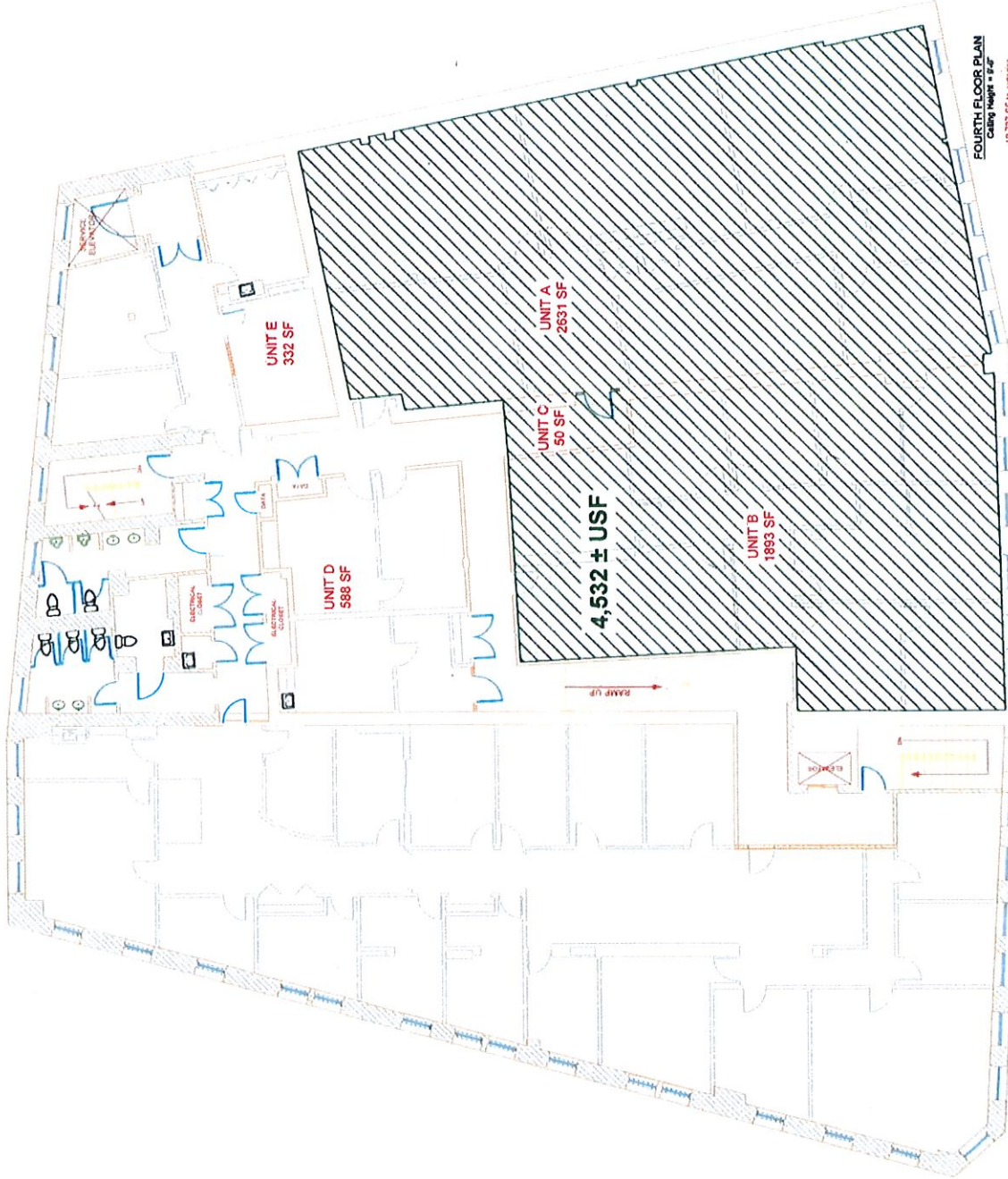
DIVISION OF  
CAPITAL ASSET  
MANAGEMENT &  
MAINTENANCE

VERIFIED USABLE SQ.FT.  
BASED ON THIS PLAN  
PROVIDED BY LANDLORD

CNB MAIN OFFICE  
CANNABIS CONTROL COMMISSION  
50 FRANKLIN STREET  
BOSTON, MA

NOVEMBER 28, 2018. DR  
4,532 ± USF  
4TH FLOOR

**Exhibit A, Exhibit A-1**



FOURTH FLOOR PLAN  
CALLING HEIGHT = 9'-0"  
12,737 SF to exterior  
11,923 SF interior

**EXHIBIT A-2**

**Omitted by the Parties**





**EXHIBIT C**  
**Specifications for Premises**

**1. LANDLORD'S SERVICES**

- 1.1. **Hours of Operation:** The User Agency's Hours of Operation are from 9:00 a.m. to 5:00 p.m. Monday through Friday except state holidays.
- 1.2. **Utilities:** Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power for the User Agency's office equipment and lighting within the Premises.

The User Agency must pay the cost of separately metered electricity for lights, plugs, and ventilation directly to the utility provider.

During the Hours of Operation, Landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and must maintain the temperature within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. In the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) rooms, Landlord must maintain the temperature at no more than 70° Fahrenheit 24/7.

- 1.3. **Maintenance of Premises, Appurtenant Areas, and Building:** Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenable condition. Landlord must provide Material Safety Data Sheets for all products used on-site.

Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the Hours of Operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all Building entrances.

Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, life-safety systems and fire-protection equipment, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-conditioning equipment in accordance with the manufacturer's recommendations and must replace filters quarterly or more often if indicated or dictated by local conditions or by the manufacturer's recommendations. Landlord must maintain the heating, ventilating, and air-conditioning equipment so that the indoor air quality is consistent with each IAQ

Standard/Guideline identified in the table under Initial Indoor Air Quality Testing in § B-1.

Landlord must replace worn or damaged ceiling tiles and floor coverings with equal or better goods and must repair and repaint worn or damaged wall surfaces in the Premises.

If the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must repaint all rooms listed under Meeting Areas and Entry Areas in the Space Allocation and Finish Schedule in § B-2 at the beginning of the fourth and the seventh year of the Lease Term in accordance with the specifications in § B-2, and Landlord must re-carpet all Entry Areas, Meeting Areas and circulation areas leading from the Entry Areas to the Meeting Areas at the beginning of the sixth year of the Lease Term in accordance with the Specifications in § B-2. Landlord must repaint all other painted surfaces within the Premises at the beginning of the fifth year of the Lease Term in accordance with the specifications in § B-2. Landlord is responsible for moving and returning furniture as necessary to accomplish painting and re-carpeting. The User Agency may waive this requirement in writing for certain rooms, or where protective wall covering is provided and installed.

- 1.4. **Building Security and Access:** Landlord must enable authorized employees of the User Agency to access the Premises at any time (24/7). Landlord may enable such access via security guards, a master key, an electronic card, or a similar restrictive entry system.

Landlord must maintain and service, at Landlord's sole cost and expense, all the security systems and security systems components described in § B-2. For the intrusion alarm system and the water detection and temperature and humidity monitoring systems in the MDF and IDF, Landlord must provide a 24/7 alarm monitoring service to alert Landlord's property manager and User Agency of an alarm. All service fees, including the cost of the telephone line(s) required to operate the system, are at Landlord's sole cost and expense.

- 1.5. **Janitorial Services:** Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. Landlord must require such company to carry comprehensive liability insurance for not less than \$2,000,000 combined single limit, and Workers' Compensation insurance covering all persons employed by such company in the Building and appurtenant areas, issued by a carrier or carriers qualified to conduct business in Massachusetts, and naming the Commonwealth of Massachusetts as an additional insured. Landlord must provide Material Safety Data Sheets for all cleaning products used on-site to Tenant and User Agency. Services include:

**Daily:** Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and Staff Support Room; replenish paper and soap products in all restrooms, and supply and replace all liners for all waste and sanitary napkin receptacles; replenish paper products in the Staff Support Room; sweep or dry-mop uncarpeted floors (including entrances, lobbies, and corridors);

vacuum carpeting with HEPA-filter vacuum; clean drinking fountains and H<sub>2</sub>O points of use.

**Weekly:** Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture Plexiglas panels.

**Quarterly:** Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

**Semi-Annually:** Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

**Annually:** Wash blinds; dust all high surfaces.

**As Needed:** Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in Staff Support Rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.

**Recyclables Collection:** As needed but not less than once per week, empty Landlord-provided single-stream recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins for recycling by Landlord. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.

**Cleaning Products and Methods, Hand Soap and Paper Supplies:** Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

- 1.6. **Preparation for Occupancy by Tenant:** Before Tenant occupies the Premises, Landlord must perform (or Landlord must cause Landlord's professional cleaning-service company to perform) a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced, as specified in § B-2.7 Ventilation.
- 1.7. **Initial Indoor Air Quality Testing:** Within 30 days after the Date of Occupancy, Landlord must conduct, at Landlord's sole cost and expense, initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include,

without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below, and a moisture survey of readily accessible porous building materials in areas where water is or is likely to be present.

Material Measured	IAQ Standard/Guideline	Source
Carbon dioxide	800 ppm	MA DPH
Carbon monoxide	Less than or equal to outdoor concentrations	MA DPH
Particulate in air	.035mg/m <sup>3</sup>	US EPA
VOCs	Less than or equal to outdoor concentrations	MA DPH

Landlord must deliver to Tenant and User Agency a written report (the Initial IAQ Report) of the results of the Initial IAQ Testing. If the Initial IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.8. **Indoor Air Quality Testing During Lease Term:** Within 30 days after receipt of a written request from Tenant, once during lease years 1 – 5 and again once during lease years 6 – 10 if the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord must conduct, at Landlord's sole cost and expense, indoor air quality testing (IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. IAQ Testing must demonstrate results consistent with those identified above.

Landlord must deliver to Tenant and User Agency a written report (the IAQ Report) of the results of the IAQ Testing. If the IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

- 1.9. **Re-Balancing of HVAC System During Lease Term:** If the Term of Lease is ten years or if the original Term of Lease is extended to ten years, Landlord, at Landlord's sole cost and expense, must rebalance the HVAC system at the beginning of lease year 6 and Landlord must provide Tenant with a registered

engineer's certification that the air distribution is properly balanced in accordance with the design intent as set forth in the approved Working Drawings, along with a copy of the supporting balancing report not later than ninety days following the beginning of lease year 6. Any deficiencies must be corrected by Landlord at Landlord's sole cost and expense.

- 1.10. **Professional Design Services:** Promptly following selection of its proposal, the selected proposer must provide professional design services to the User Agency to complete the Schematic Space Plan of the Premises that will be incorporated into and made part of the Lease as Exhibit B. These services must be provided at no additional cost to the User Agency.
- 1.11. **As-Built Plans; Cable Documentation:** Landlord must provide two disks in AutoCAD DWG format, one each to Tenant and User Agency, of the approved submission of Working Drawings updated to reflect the as-built conditions, and the Cable Documentation described in § B-2, both no later than 60 days after the Date of Occupancy.

## 2. LANDLORD'S IMPROVEMENTS

### 2.1. Introduction

- 2.1.1. **Code and Regulatory Requirements:** All Building improvements must comply with the Massachusetts State Building Code, regulations of the Massachusetts Architectural Access Board (MAAB), the Americans with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design, and applicable CMR provisions. Where federal or local codes, or regulations, ordinances, or zoning laws apply, the more restrictive provision must be followed.
- 2.1.2. **Access for Persons with Disabilities:** The Building and the Premises must be free of barriers preventing access to and use of the Premises by persons with disabilities in accordance with applicable state and federal accessibility regulations.
- 2.1.3. **Project Schedule:** The project schedule in Lease Exhibit D identifies the work to be performed by Landlord and Tenant and highlights the critical-path items and dates for the completion of Landlord's Improvements (including the installation of all equipment) and the availability of the Premises for Tenant's Occupancy.
- 2.1.4. **Working Drawings:** All improvements to the Premises and related areas (the Landlord's Improvements, as defined in the Lease) must be provided and installed by Landlord and must be completed in accordance with the approved Working Drawings (as defined in the Lease) that are based on these General Specifications, including the Space Allocation and Finish Schedule in § B-2.
- 2.1.5. **Submittals:** Landlord must submit three full sets of the Working Drawings to Tenant and one full set in AutoCAD DWG format, on a disk.

Landlord must submit to the User Agency for review and approval, all proposed color selection, cuts, samples, and color swatches necessary to show the manufacturer's product line for any new finishes. The submittals include by way of example and not limitation, the proposed products for all floors, walls, ceilings, lighting, and the proposed finishes and materials for all architectural-woodwork.

Landlord must provide Material Safety Data Sheets for materials used in construction upon or before submission of the Certificate of Completion (see § 3.2 of the Lease).

- 2.1.6. **Materials:** Whenever feasible, Landlord must use environmentally preferable materials such as materials with low emissions of volatile organic compounds (VOCs), materials with recycled content, or materials that are recyclable.

2.1.7. **Work in Occupied Areas:** If the Landlord's Improvements are to be carried out in Premises that will be occupied in whole or in part by the User Agency during the work, Landlord must isolate the occupied areas from the construction areas with appropriate temporary, air-tight physical barriers and must schedule construction activities that are likely to disrupt the User Agency's operations for times after the Hours of Operation. Before commencing work, Landlord must submit a work plan to Tenant for review and approval identifying proposed measures to prevent migration of construction-generated pollutants to occupied areas and to ensure the continuity of the User Agency's ongoing operations.

2.1.8. **Systems Furniture**

2.1.8.1. **User Agency-Provided Systems Furniture (UA-Wkstn):** User Agency will supply and install the modular systems furniture indicated as User Agency Workstations (UA-Wkstn) on the Space Allocation and Finish Schedule in § B-2. The modular panels of the User Agency-Provided Systems Furniture vary in height from a low of 48" to a high of 85", and Landlord must coordinate ceiling heights, and the placement of HVAC and fire and life-safety systems accordingly.

2.2. **Walls:** Walls must be located as shown on approved Working Drawings. The location of all floor tracks must be verified by the project architect. The standard wall composition is assumed to be 5/8" gypsum wallboard (GWB) on metal studding, spacing as recommended by manufacturer of metal studding. Other materials, including pre-finished wall systems, providing similar acoustics, durability, and physical appearance are acceptable.

To limit the production of dust and construction debris, DCAMM encourages the use to the greatest extent possible of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance as the conventional 5/8" gypsum wallboard (GWB) on metal studding assembly. For all new wall construction, Landlord must offset electrical outlets and similar openings. Landlord must provide and install 2" x 6" wood blocking as required for support of all wall-mounted elements. Landlord must refinish existing walls to match new partitions. All surfaces must be clean and smooth, and existing walls and/or partitions to be incorporated into the Premises must be prepared to receive the new finish specified.

DCAMM uses sound transmission coefficient (STC) ratings to specify minimum acoustical requirements. A specific STC rating may be achieved by a number of different construction assemblies, as published by several organizations including the Gypsum Association.

2.2.1. **Demising Wall:** Demising walls separating the proposed Premises from other tenants and Building common areas must meet code requirements for fire separation. Demising walls must extend tight to the structural ceiling, meet an STC rating of 45 or better, and be finished to match adjacent walls. A suggested assembly consists of 3<sup>5</sup>/<sub>8</sub>" 25-gauge metal

studs and tracks, fastened securely to floor and structural ceiling (and a row of horizontal stiffeners at midpoint of wall where required), with one layer Type X  $\frac{5}{8}$ " GWB on each side with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must apply acoustical sealant at bottom and top and at all penetrations, and provide and install sound attenuating blanket between studs.

- 2.2.2. **Full-Height Partition:** Landlord must provide and install full-height partitions as indicated on the Space Allocation and Finish Schedule in § B-2. Full-height partitions must achieve an STC rating of 40 or better. A suggested assembly consists of  $3\frac{5}{8}$ " 25-gauge metal studs and tracks with one layer  $\frac{5}{8}$ " GWB on each side extending six inches above the acoustical tile with taped and finished joints with a three-coat system below acoustical ceilings and a one-coat system above the ceiling. Landlord must fasten tracks directly to floor and structural ceiling or install angle bracing from the structural ceiling to top of track to provide a rigid assembly.

DCAMM encourages the use of pre-finished, demountable wall systems that provide the same durability, acoustical performance, and physical appearance.

- 2.3. **Doors:** Doors and frames must match the acoustical, fire code, and/or security qualities of the surrounding walls. Dimensions and locations of doors and hardware must comply with all applicable accessibility requirements. Standard door and hardware upgrades, by type and location, are specified on the Space Allocation and Finish Schedule in § B-2. Where required by code, Landlord must provide and install UL labeled fire-rated metal doors and frames. Door/frame finish must consist of both one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. New doors must not contain particleboard components made with urea-formaldehyde binders. All existing doors and frames that will remain are to be prepared to receive new finishes.

- 2.3.1. **Tenant Entry Doors:** Landlord must provide and install  $1\frac{3}{4}$ " thick x 3'-0" wide x 6'-8" to 7'-0" high, 16-gauge metal or solid core wood doors with hardwood stain grade veneer in 16-gauge welded steel frames. At a minimum, each Tenant Entry Door must be equipped with a vision panel, and Tenant's main Entry Door must be equipped with a greater glass surface than a vision panel and with a tempered glass sidelight in metal or wood frame adjacent to the door; the actual size of the glass panel and sidelight must be confirmed during design.

- 2.3.2. **Standard Interior Door and Frame:** Landlord must provide and install  $1\frac{3}{4}$ " thick x 3'-0" wide x 6'-8" to 7'-0" high solid core wood flush doors with hardwood stain grade veneer in extruded aluminum or 16 gauge steel frames, knock-down construction, with  $\frac{5}{8}$ " deep stops, with factory-applied transparent finish or with factory-applied primer to receive two coats of compatible paint finish on-site.



- 2.3.2.1. **Sidelight:** Landlord must add one 18" wide x 6'-8" to 7'-0" high tempered glass sidelight in matching frame next to each door of all offices, meeting rooms, training rooms, interview rooms, and conference rooms identified on the Space Allocation and Finish Schedule in § B-2.
- 2.3.2.2. **Vision Panel:** Landlord must add door manufacturer's standard glass vision panel, approximately 9" wide x 30" high located at eye level on the latch side of the door for all passageways and equipment rooms such as mail rooms, storage rooms, file rooms, MDF and IDF rooms identified on the Space Allocation and Finish Schedule in § B-2.
- 2.3.3. **Interior Glass and Glazing:** All interior glass and glazing is to conform to Massachusetts State Building Code with attention to the Specific Hazardous Locations provisions.
  - 2.3.3.1. **Privacy Film:** Landlord must provide and install privacy film on the interior face of all glass sidelights, with pattern, size, and height to be confirmed by the User Agency during the design phase.
  - 2.3.3.2. **Transaction Window: Fixed Transaction Window with Ballistic Glass Plies:** For the receptionist position, Landlord must provide and install a 7'-0" x 4'-0" fixed horizontal glass window above the transaction counter. In addition Landlord must provide up to 6 linear feet of glass for one or more side windows if called for in the design. Specifications for the glass are as follows: 1<sup>3</sup>/<sub>16</sub>" thick, multi-layer ballistic glass plies laminated with vinyl; U.L. 752 for Level 1 ballistics meeting the requirements of ASTM C1036, ANSI Z97.1 and CPSC 16CFR1201 Category I & II and ASTM C172.HPG or equal.

#### 2.4. **Hardware**

- 2.4.1. **Standard Hardware Package:** On standard interior doors, Landlord must provide and install Grade 2 hardware package including 1½ pair non-rising pin butt hinges; latchset with lever handles; silencers; floor or wall-mounted door stops 5/8" deep. Latchsets are to be Arrow, Best or Schlage only. All hardware must be stainless steel with commercial grade US32D satin finish. Landlord must provide and install one coat hook on the inside face of each office door.
- 2.4.2. **Locks:** Landlord must provide and install cylinder lockset using interchangeable core cylinders to allow immediate re-keying of lock, keyed to the User Agency master, at all storage and equipment rooms, tenant entry doors and at locations as noted on the Space Allocation and Finish Schedule in § B-2.
- 2.4.3. **Heavy-Duty Hardware Package:** Landlord must provide and install heavy-duty Grade 1 hardware including ball bearing hinges, cylinder

lockset, and deadbolt with minimum 1" throw and concealed hardened steel roller. Latchsets are to be Arrow, Best or Schlage only. Landlord must provide and install turnpiece on inside face of door. Up to two additional deadbolt units are to be provided and installed when indicated on the Space Allocation and Finish Schedule in § B-2. Landlord must install closers and panic bars as required by code.

2.4.4. **Remote Door Release:** Landlord must provide and install an electronic strikeplate powered and wired to the reception desk or other locations as indicated on the Space Allocation and Finish Schedule in § B-2. Coordinate electrical and security tie-ins where appropriate.

2.5. **Finishes and Specialties:** The following finishes and specialties are minimum standards; all finishes are subject to approval. New finishes must be chosen from manufacturers' open stock to allow proper matching. Refer to the Space Allocation and Finish Schedule in § B-2 for location of all finishes.

2.5.1. **Ceilings:** Ceilings may be new or existing acoustical tile systems, or exposed ceilings may be acceptable in historic renovations, subject to DCAMM approval, if utilities are organized and the visual appearance is pleasing. For new installation, Landlord must provide and install an acoustical tile ceiling system consisting of 2' x 2' x 5/8" or 2' x 4' x 5/8" lay-in panels in a lay-in suspension system. New ceiling tiles must contain post-consumer recycled material and must not contain formaldehyde or vinyl facing. Ceilings must be at least 8 feet and no more than 11 feet from the floor. All piping must be concealed in hung ceiling. If the existing system is to be reused, it must be level and meet standards of new construction. Landlord must remove all soiled or damaged ceiling tiles and replace to match finish, pattern, and color of surrounding tiles. Landlord must replace bent or otherwise damaged grid members.

2.5.2. **Floors:** Floor finishes for all rooms/areas are specified on the Space Allocation and Finish Schedule in § B-2, and must comply with all applicable accessibility requirements with regard to floor materials, door threshold, carpeting height, and anchoring details. All floors must be level and smooth before laying down agency floor finishes.

2.5.2.1. **Carpet Tile and Straight Base:** Except where otherwise indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install solution dyed stain-resistant carpet tile with minimum pile thickness of .101 inch, minimum pile density of 6,000 ounces per cubic yard, and minimum weight density of 100,000 ounces per cubic yard. Carpet tile must have a minimum ten-year guarantee, anti-static warranty, and a Green Label or Green Label Plus certification from the Carpet and Rug Institute Indoor Air Quality Test Program. Where adhesive use is required, Landlord must use water-based or low resin adhesives that meet the Green Label or Green Label Plus certification and must adjust maintenance procedures to ensure durability of

resins, as per manufacturer's recommendations. Landlord must provide and install 4" rubber or wood straight wall base.

- 2.5.2.2. **Resilient Tile Flooring and Cove Rubber Base:** In areas indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install 2.5 mm thick commercial-grade linoleum tile flooring. Landlord must install 4" cove rubber base along all walls.

### 2.5.3. **Wall Finish**

- 2.5.3.1. **Paint:** Landlord must provide and install one coat of appropriate primer/sealer and two coats of egg-shell or semi-gloss acrylic-latex enamel paint; up to four colors, selected by Tenant. All painted and sealed surfaces must be lightly sanded between coats to give a clean smooth finish. All paints must be of low-or no-VOC content and meet current Green Seal or Greenguard standards for interior coatings.

In high traffic areas indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install one coat of appropriate primer/sealer and two coats of high traffic eggshell acrylic enamel paint such as ScrubTough by Scuffmaster or equal, and a painted or stained wood chair rail above.

### 2.5.4. **Specialties**

- 2.5.4.1. **Signage:** Landlord must provide and install a comprehensive room signage system with Braille and raised room numbers with changeable laser printer inserts within the Premises, and a permanent signage system with Braille and raised lettering in all of the common areas of the Building. The two systems must comply with all current, applicable accessibility requirements. Landlord must provide and install directories at the main entrance(s) and on each floor occupied by Tenant to allow visitors to easily find their way to the leased Premises. In buildings occupied solely by the Commonwealth, Landlord must provide and install at least one exterior sign stating the following: Commonwealth of Massachusetts, the User Agency name(s), the street address, and town.

- 2.5.4.2. **Window Coverings:** Landlord must provide and install window coverings that allow transmission of visible light, such as polyester screencloth with UV resistance, and that have anti-fungi and anti-bacterial characteristics. The type and color are to be selected by the User Agency.

2.6. **Plumbing**

2.6.1. **Plumbing for Reverse Osmosis System:** Landlord must plan for the installation of the filtration system under, or next to, the sink serving the Staff Support room described below. During construction of the improvements, Landlord must allow the User Agency's service provider access to the Premises to enable the installation of flexible lines to the H<sub>2</sub>O points of use.

2.6.2. **Plumbing for Staff Support Room and Wellness Room:** Landlord must provide and install an accessible stainless steel sink with protected waste lines, and 33" x 22" x 6" minimum overall dimensions in the counter of the Staff Support Room and Wellness Room described in § B-2.9 Assemblies and Architectural Woodwork and indicated on the Space Allocation and Finish Schedule in § B-2.

2.7. **Heating, Ventilation and Air Conditioning (HVAC):** DCAMM encourages the installation of high efficiency heating and cooling equipment and installation of an energy management system.

2.7.1. **Certification and Balancing:** Before the Premises are deemed available for occupancy, Landlord must furnish the following certifications:

- a registered engineer's certification that the Building HVAC systems as designed and constructed will satisfy the requirements of the Lease
- a registered engineer's certification that air distribution is properly balanced in accordance with the design intent as set forth in the RFP specifications and the relevant drawings, along with a copy of the supporting balancing report

Any deficiencies must be corrected by Landlord at Landlord's sole expense.

2.7.2. **Heating and Air Conditioning System:** The distribution systems must be designed to maintain the temperature throughout the Premises within 70° and 74° Fahrenheit in the wintertime and within 72° and 76° Fahrenheit in the summertime. HVAC sound levels are not to exceed a noise criterion (NC) number of 35. In the MDF and IDF rooms, the temperature must be maintained at no more than 70° Fahrenheit 24/7.

2.7.3. **Ventilation:** Office areas, restrooms, conference rooms, staff support areas and special equipment rooms must be ventilated in compliance with the more restrictive requirements of the latest versions of the Massachusetts State Building Code, the Building Officials & Code Administrators International, Inc. (BOCA) National Mechanical Code or the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) standards. Ventilation equipment must be installed and maintained in accordance with the manufacturer's recommendations.

Landlord must take precautions to prevent foreign matter from getting into equipment and ductwork during construction. All new ductwork must be cleaned of foreign matter and flushed out before the system is placed into service, and Landlord must clean all existing supply air, return air, and exhaust air ductwork systems identified to remain. Landlord must install temporary filters in all air handling units and at each return air grill when operating the system during construction. Landlord must replace these filters as needed during construction, and must install new filters in all equipment immediately prior to occupancy by Tenant.

- 2.7.4. **Zone Control and Thermostats:** Landlord must provide and install one thermostat or temperature control per zone. The zones must be delineated based on the types of space, the types of use, and the activities and Hours of Operation of the User Agency. Areas of disparate heat gain and heat loss (i.e. areas located alongside exterior windows or walls vs. areas that are not bound by exterior windows or walls, conference rooms, training rooms, equipment rooms, etc.) must be zoned separately.

Premises must be zoned separately from other Building areas and must be controlled by thermostats that are located solely within the Premises. All thermostats must be tamperproof.

- 2.7.5. **CO<sub>2</sub> Sensors and Air Exhaust Fans:** Landlord must provide and install a CO<sub>2</sub> sensor and an associated air exhaust fan in each room with an area of 300 square feet or more under the category Meeting Area in the Space Allocation and Finish Schedule in § B-2.

- 2.7.6. **Carbon Monoxide Detectors:** Landlord must install, maintain, and service carbon monoxide detectors throughout the Premises for all buildings that rely on the combustion of fossil fuel as a source of energy for the HVAC system, for hot water, or for any other purpose, or for buildings connected to parking garages or to areas used for the storage of vehicles or equipment that use fossil fuel. The detectors must be hard-wired units with battery back-up, meet UL standard 2034, and be installed in accordance with the manufacturer's recommendations. Landlord must install at least one detector per 3,000 square feet or portion thereof. The detectors must be installed in open areas with no barriers to airflow. Landlord must replace batteries in each detector as needed, but not less than once a year.

- 2.8. **Electrical:** Landlord must provide and install an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, electrical equipment, and fixtures must be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.

- 2.8.1. **Service:** Electrical service must be of sufficient capacity (277/480 volts or 120/208 volts) to provide adequate power for the Building electrical

equipment and the power required to operate all equipment of the User Agency described in § B. Except for main distribution switchboard in multi-tenant buildings, power panels must not be shared with other tenants. Landlord must provide and install panel(s) for lighting branch circuits independent from panel(s) supplying receptacles and power-operated equipment in all tenant spaces above 6,000 square feet. All power and lighting panels must have bolt-on type circuit breakers, a door with lock and key, and must include a typewritten directory on the inside of the door. Landlord must allow 4 watts per square foot for receptacles and lighting, and provide and install one spare circuit for every five active circuits, based on the recommendations of the National Electrical Code.

2.8.2. **Wiring:** All wire must be copper. The size of feeders must be determined by connected loads and be of adequate size to comply with code-required voltage-drop limitations. Wiring must be installed in raceways such as EMT or in rigid steel conduit. Type NM (romex) may not be used where the ceiling is used as a plenum. BX (metal-clad) cable may be used above hung ceilings and in partitions. Where building conditions do not permit concealment of wiring, Landlord must use surface metal raceways, such as Plugmold or Wiremold. Landlord must make final connections to motors with seal-tite type conduit and fittings. Independent grounds for computer outlets must be insulated copper wire; metal raceways must not be used as a ground.

2.8.3. **Outlets:** Landlord must provide and install 20-amp, 120-volt floor or wall-mounted duplex outlets with independent ground as follows: two per workstation and per 75 square feet of open office area; two in each enclosed office or room of 100 square feet or less; and in each enclosed office or room in excess of 100 square feet, one duplex outlet for every additional 100 square feet or fraction thereof. Plugmold may be installed at transaction counters, one duplex outlet per position. Power poles (one per 600 square feet) may be used to provide power to the outlets. Landlord must not connect more than eight standard duplex receptacles per circuit. Landlord must not connect more than the equivalent of one circuit for every two modular workstations, if applicable.

In all Staff Support Rooms described in § B-2.9 Assemblies and Architectural Woodwork and indicated on the Space Allocation and Finish Schedule in § B-2, Landlord must provide and install two wall-mounted, three-pronged, ground fault outlets above the counter, and the number of 20-amp, 120-volt outlets necessary to power the User Agency-supplied refrigerator, microwave oven, H<sub>2</sub>O point of use, and/or vending machines within the Staff Support Room. All power outlets in the Staff Support Rooms must each be connected to a separate, dedicated circuit.

Landlord must provide and install one wall-mounted, three-pronged, ground fault outlet above the counter in the Wellness Room.

2.8.4. **Electrical Connections for User Agency-Provided Systems Furniture (Workstations) described in the Space Allocation and Finish Schedule (SAFS):** Landlord must bring power to and connect the User Agency-provided liquid-tight whips to the User Agency-provided modular furniture system. The modular furniture system has three common 20-amp circuits, and one dedicated 20-amp computer circuit. Landlord must plan one such power feed for every six workstations at a ratio of 2 workstations per circuit.

2.8.5. **Floor Core with Poke-Thru Device; Floor Core with Poke-Thru Device and Empty Conduit With Pull String:** Landlord must provide and install a floor core with a poke-thru device that accommodates one voice, one data and one electrical outlet in every conference room of 200 square feet or more.

2.8.6. **Lighting and Switches:**

All fixtures must be compatible with the ceiling system and must be installed flush with the normal ceiling surface. Lighting fixtures must be spaced to maintain a uniform lighting level of 50-foot candles at desk-top height above desks, in individual offices and modular workstations in the open areas. The lighting level in circulation areas, storage rooms, and conference rooms may be lower and follow the guidelines of the Illuminating Engineering Society of North America (IESNA).

All fixtures must be UL-listed recessed 2' x 2' or 2' x 4' LED fixtures with direct/indirect acrylic lenses.

Light fixtures in conference rooms measuring 200 square feet or more must be dimmable

Landlord must provide and install one single pole lighting switch per enclosed room and per 600 square feet of open floor area. Divisible spaces and areas with more than one access point must have three-way or four-way switching. All switches must be located adjacent to the entrance door(s) of each space. All lighting switches must be equipped with occupancy-sensor devices and must be linked to an energy-management system (EMS). In all Entry Areas, Landlord must provide and install locked panels to prevent tampering.

2.8.7. **Telecommunication Cabling:** Landlord must provide and install a complete vertical and horizontal telecommunication cabling system for the leased space to accommodate the User Agency's data, voice over internet protocol system (VoIP), printer, TTY, facsimile, and other telecommunication equipment needs. The telecommunication cabling must include all horizontal station cabling, communications outlets, modular connectors, permanent connectors, vertical distribution systems (or riser backbones) with fiber riser cables, a 25-pair copper cable for back up, and access conduits, one plenum-rated inner duct with pull string from the Building Demarc to the Tenant's MDF, and sleeved cores. Landlord must supply patch panels and equipment cabling as

required by the User Agency during the design phase. All telecommunication cabling must be consistent with the Massachusetts Office of Information Technology (MassIT) Cabling Standards and Guidelines. A printable version of MassIT's Cabling Standards and Guidelines may be downloaded from <http://mass.gov/massit/cablingstandards>. Landlord must provide and install adequate plywood backboards, a ceiling-mounted cable tray system, and rack-mounted modular RJ-45 patch panels.

Landlord must pre-cable each jack/extension from the rack-mounted modular RJ-45 patch panel in the Main Distribution Frame (MDF) to each jack location including jack locations in the modular systems furniture. Pre-cabling must consist of two plenum-rated Category 6, 24 AWG, Unshielded Twisted Pair (UTP) cables connecting to dual faced modular RJ-45 jacks, or as required by the telecommunication equipment, at the extension. The exact jack type must conform to MassIT's Cabling Standards and Guidelines. Installation must not exceed a 100-meter insertion loss.

Where applicable, station cable to the Intermediate Distribution Frame(s) (IDF) must terminate into a rack-mounted modular RJ-45 patch panel. Cables must be cut down in numerical order. Cables must include six feet of extra length, looped in the room to allow for future adjustments.

All cabling must conform to MassIT's Cabling Standards and Guidelines, including a physical cable test with signed acceptance.

Landlord must provide and install telecommunication outlets as follows: two in each conference room, hearing room and any other room/office of 100 square feet or less; three in all rooms/offices greater than 100 square feet unless otherwise indicated in the Space Allocation and Finish Schedule in § B-2; one per workstation and per 150 square feet of open space area; and one Unshielded Twisted Pair (UTP) cable in the ceiling of the premises at a ratio of one for every 300 square feet of space for installation by Tenant of Tenant's wireless system. Locations to be confirmed by the User Agency during the design phase.

Landlord must provide, at Landlord's expense, a qualified telecommunication cabling installer certified in the installation of low voltage cabling authorized by the User Agency.

Landlord must provide and install all telecommunications cabling neatly without using any electrical conduits, plumbing, heating or air-conditioning structures for support. Cabling must be routed so that it does not interfere with access to panels, switches, valves or other maintenance systems. All cabling must be at least one foot away from power unless it is run in separate conduit or cable trays.

All twisted pair cable must be tested by the installer for opens, shorts, crossed pair, properly terminated connections and the ability to meet



Category 6. All test results must be included in the Cable Documentation.

All cables must be marked clearly and legibly at both ends. All cables must be labeled with floor, room, and jack number for ease of identification.

Station locations must be marked on patch panels at all IDF and MDF. The first pin for each station cable must be identified.

Cable Documentation: The cable installer must provide clean and legible "as-built" cable drawings and records as part of the installation of the system. These drawings must, at a minimum, show the location of the MDF and the location and type of all IDFs, all distribution cable runs, and all outlets. Cable record must, at a minimum, include station number, horizontal and riser distribution cable numbers and all other information necessary to correlate cable runs and terminating locations. Cable records must also include the cable lengths for all distribution and outside plant cable (by segment) and the locations of any splices. Cable test results must be included in the Cable Documentation.

- 2.8.8. **Main Distribution Frame (MDF):** Landlord must provide and install dedicated power to the MDF, as well as any electrical adapters or receptacles required to operate the User Agency's voice, data, and security system equipment in accordance with the most recent edition of the Electrical Code. The electrical panels serving the MDF must be located in the MDF. For the purposes of this RFP, Proposers should assume a need for five duplex receptacles each on a dedicated 20-amp circuit and two L6-30R NEMA receptacles each on a dedicated 30-amp circuit mounted to the side of the cable trays.

In addition to general lighting, Landlord must install two emergency power failure lights, and six convenience outlets.

Landlord must equip the MDF with the following:

- hand-held fire extinguishers at locations and in the amount indicated by codes
- a protective cage on each sprinkler head
- a smoke-detection system linked to the Building fire alarm system
- a water-detection system linked to the security system monitoring service
- an ambient-temperature and humidity monitoring system linked to the security-system monitoring service
- a dedicated air-conditioning system designed to maintain the following environmental conditions 24/7 at full load heat dissipation: ambient temperature of not more than 70 degrees Fahrenheit and relative humidity of 30% to 50%. Landlord's design professionals must survey the User Agency's equipment to be housed in the MDF

and must design an air-conditioning system sufficient for the equipment, plus a 30% load increase

- approximately 12'-0" x 8'-0" of off-set wall-mounted studded 3/4" fire-retardant treated plywood backboards
- a 12"-wide ceiling-mounted cable-tray system (assume 1.5 times the perimeter of the room)
- a minimum of one 19" two-post server racks for installation of the User Agency's equipment
- a comprehensive grounding system for all electric circuits, cabinets, devices, battery racks, and non-current-carrying metallic parts, in compliance with the most recent edition of the Electrical Code

The MDF must be kept free of dust during construction, and equipment that produces radio-frequency interference (RFI) or electromagnetic interference (EMI) must not be located in the MDF.

The MDF should be centrally located within the User Agency's Premises.

#### 2.8.9. Security Systems

2.8.9.1. **Intrusion Alarm:** Landlord must provide and install an intrusion alarm system to serve the Premises. This system must, at a minimum, include motion detectors and contact alarms for all doors and operable windows, all of which must be connected to a security monitoring service staffed 24/7 to alert Landlord's property manager and User Agency. The system must be approved by the User Agency before Landlord installs the system.

2.8.9.2. **Card Access Control System:** Landlord must provide and install a card access control system with proximity readers to serve the Premises. At a minimum, this system must include: a server and head-end terminal with the associated software, memory and capacity sufficient to store and retrieve a minimum of a 120-day history; card readers at every Building entrance to be used by Tenant's staff, every door serving as entry point to Tenant's premises, every stairwell door leading to or from the premises, at the MDF and IDF rooms, and at up to three other locations to be confirmed by the User Agency during the design phase; emergency exit override switches, where required; and one proximity card per staff plus 10% extra. The system must be compatible with the Building card readers, if the Building is equipped with such a system. The system must have the ability for multi-level access programming and the ability to read 125 megahertz ID cards. All proximity card readers must be installed in accessible locations and at accessible heights.

**2.8.10. Dual-Way Bank Counter Window Intercom System:** Landlord must provide and install one dual-way intercommunication system of the type used at bank counter windows for the receptionist position noted on the Space Allocation and Finish Schedule in Section B-2. (See Technical Exhibit 1)

**2.9. Assemblies and Architectural Woodwork:** All work under this section must comply with accessibility regulations for counter height, knee space and width. Landlord must follow AWI custom grade standards for quality of construction and materials; scribe all work to fit; and provide all hardware (i.e., hinges, pull catches, standards and brackets) as required for a complete facility. The finish must consist of either one coat sealer/primer and two coats semi-gloss enamel, up to three colors selected by the User Agency, or two coats polyurethane, with or without stain. High-pressure, general purpose-type laminate, class 1 must be used throughout. Horizontal surfaces must be .028" thick, color to be selected by the User Agency. All boards having an exposed surface of plastic laminate must have a .050" thick plastic laminate backing type M or type S applied to the opposite side of the backing material. Landlord must provide and install backsplashes scribed to fit at all installations. All underlying stock for casework must be water-resistant, particle board.

**2.9.1. Counter and Cabinetry in Staff Support Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 8' long with a 4" high continuous backsplash, and base and overhead cabinets with surface-mounted doors and accessible hardware in the Staff Support Room identified on the Space Allocation and Finish Schedule in § B-2.

The assemblies must meet all accessibility requirements, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sink and electrical outlets respectively described in § B-2.6 Plumbing and in § B-2.8 Electrical.

**2.9.2. Counter in Wellness Room:** Landlord must provide and install a plastic laminate countertop 24" wide x 8' long with a 4" high continuous backsplash, and base cabinets with surface-mounted doors and accessible hardware in the Wellness Room identified on the Space Allocation and Finish Schedule in § B-2.

The assemblies must meet all accessibility requirements, and Landlord must coordinate the design and installation of the counter and cabinetry with the installation of the sink and electrical outlets respectively described in § B-2.6 Plumbing and in § B-2.8 Electrical.

**2.9.3. Chair Rail:** Landlord must provide and install a 1" x 4" milled chair rail finished with either one coat sealer/two coats semi-gloss enamel paint, or two coats polyurethane, with or without stain, in all conference rooms, hearing rooms, interview rooms, and waiting areas identified on the Space Allocation and Finish Schedule in § B-2. See Technical Exhibit 2.

**2.9.4. Reception Counter, Transaction Window with Bullet Resistant Glass, and Reception Desk assembly with ballistic fiberglass lining:** Landlord must provide and install a reception counter, transaction window with bullet resistant glass, and reception desk assembly with ballistic fiberglass lining where indicated on the Space Allocation and Finish Schedule in § B-2. The description and dimensions below must be adjusted to provide adequate wheelchair access. Please refer to the Interior Glass and Glazing Section for the description of the Transaction Window.

Landlord must provide and install an 8" deep x 7'-0" long reception counter no higher than 34" above floor level and, immediately under and above the transaction window, ballistic fiberglass lining on metal studs with one layer of ½" gypsum wallboard on either side of the partition. All counter surfaces, lips, and edges must be hardwood or plastic laminate.

Landlord must provide and install a 7'-0" x 1'-9" reception desk 30" above floor level with an 6" x 7'-0" shelf 34" above floor level. The reception desk must have a minimum of two lockable drawers. The shelf must contain recessed or built-in fluorescent task lighting for work surface areas. All surfaces, lips and edges must be hardwood or plastic laminate. The reception counter, transaction window, and reception desk must provide adequate wheelchair access. (See Technical Exhibit 3)

#### **Space Allocation and Finish Schedule (SAFS)**

##### **Technical Exhibits**

Exhibit 1 Dual Way Bank Counter Intercom System

Exhibit 2 Typical Chair Rail Detail

Exhibit 3 Reception Desk Assembly

**CANNABIS CONTROL COMMISSION**

**Boston, Malden, Medford, Quincy, Revere, or Somerville  
within an approximately 1/2 mile radius of and MBTA Rapid Transit Station  
on the Blue Line, Green Line, Orange Line, or Red Line**

**Project Number 201845000.1**

**SECTION B-2  
SPACE ALLOCATION AND FINISH SCHEDULE**

**A TOTAL OF APPROXIMATELY 5,300 USABLE SQUARE FEET**

**May 2018**

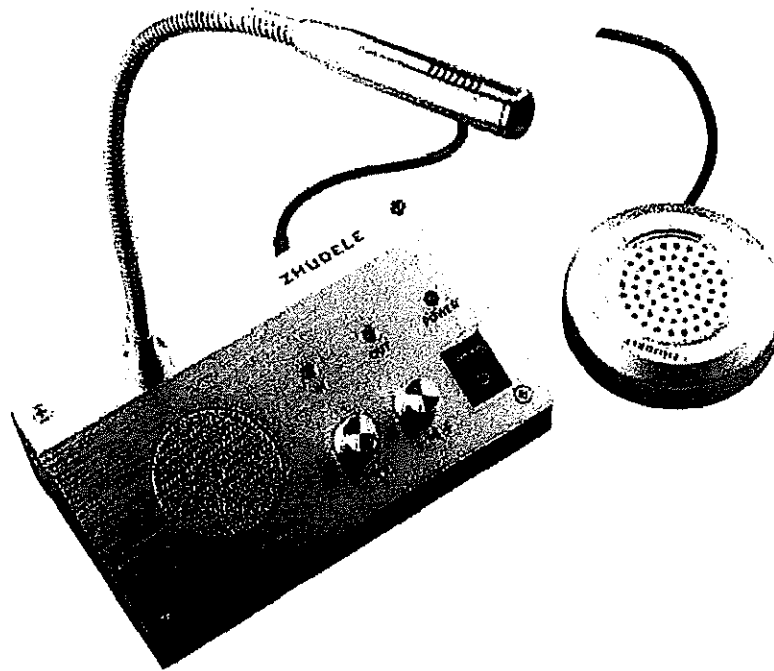
**B-2. SPACE ALLOCATION AND FINISH SCHEDULE: Cannabis Control Commission**  
 Boston, Malden, Medford, Quincy, Revere, or Somerville, within an approximately 1/2 mile radius of an MBTA Rapid Transit Station on the Blue Line, Green Line,

DCAMM PROJECT NO: 201845000.1

TYPE OF ROOM OR AREA	PERSONNEL SPACE		SUPPORT SPACE		TOTAL SF	PARTI-TIONS COVER	FLOOR COVER	NOTATIONS ON SPECIFICATIONS (cf. RFP section B-2)
	STAFF	SF	UNITS	SF				
<b>STAFF AREAS</b>								
Commissioner	2	200			400	Full	CPT	Lock, Sidelight
Manager	5	100			500	Full	CPT	Lock, Sidelight
Manager (Visiting)	6	100			600	Full	CPT	Lock, Sidelight
Sr. Professional	4	48			192	UA-Wkstn	CPT	
Sr. Professional (Visiting)	1	48			48	UA-Wkstn	CPT	
Enforcement/Investigators/Patient Support	12	48			576	UA-Wkstn	CPT	
Support Staff	1	48			48	UA-Wkstn	CPT	
Subtotal Staff Areas	31	2,364			2,364			
<b>SUPPORT AREAS</b>								
Copy/Mail			1	100	100	Full	RTF	Alcove configuration
Main Distribution Frame (MDF)			1	80	80	Full	RTF	Lock
Staff Support Room			1	80	80	Full	RTF	Alcove configuration, Counter, Sink, Base and Wall Cabinets
Wellness Room			1	100	100	Full	CPT	Counter, Sink, Occupancy indicator lock
Storage/Supply			1	100	100	Full	RTF	Lock
Subtotal Support Areas				460	460			
<b>EQUIPMENT IN OPEN AREAS</b>								
File Cabinets (LF)			20	9	180	Open	CPT	
Copy Station			1	25	25	Open	CPT	
H <sub>2</sub> O Point of Use			1	3	3	Open	CPT	
Subtotal Equipment in Open Areas				208	208			
<b>MEETING AREAS</b>								
Interview Room			2	100	200	Full	CPT	Floor core with V/D/P, Ceiling mounted projector
Conference Room			1	300	300	Full	CPT	Floor core with V/D/P, Ceiling mounted projector
Subtotal Meeting Areas				500	500			
<b>ENTRY AREAS</b>								
Waiting/Seating			1	100	100	Full	CPT	
Receptionist/Transaction Counter			1	40	40	Full	CPT	Built-in desk, remote door release, card access, ballistic enclosure
Subtotal Entry Areas				140	140			
Subtotal	32	2,412		1,308	3,720	SF	Usable Square Feet	
Circulation				42%	1,562	Full	Office or room with full height partitions and door	
<b>TOTAL USABLE AREA</b>					5,282	UA-Wkstn	Open area with user agency-installed systems furniture	
						Open	Open area with no partitions	
						CPT	Carpet	
						RTF	Resilient Tile Flooring	
						V/D/P	Combination Voice, Data, Power Outlet	

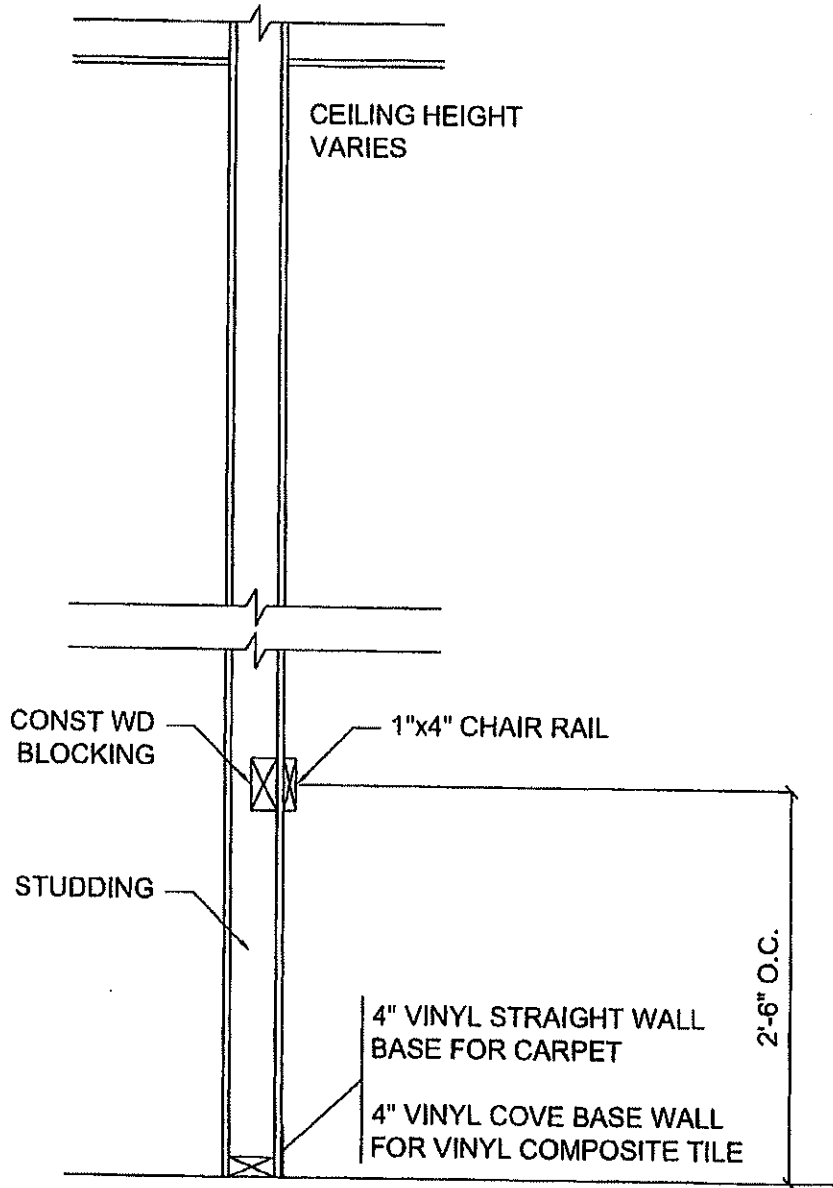
# TECHNICAL EXHIBIT 1

## DUAL WAY BANK COUNTER WINDOW INTERCOM SYSTEM



# TECHNICAL EXHIBIT 2

## TYPICAL CHAIR RAIL DETAIL



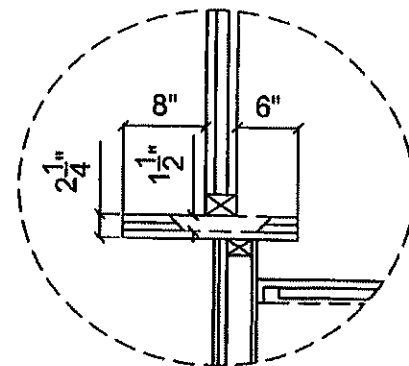
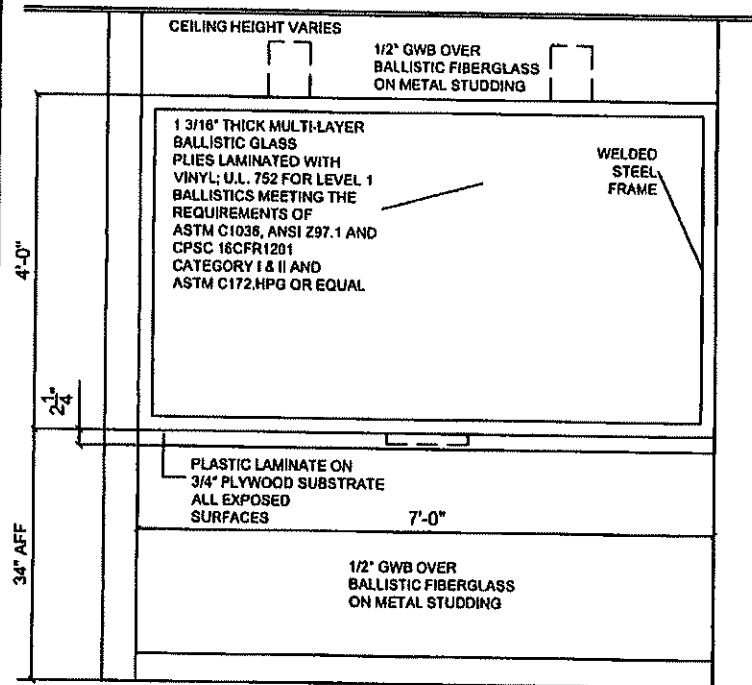
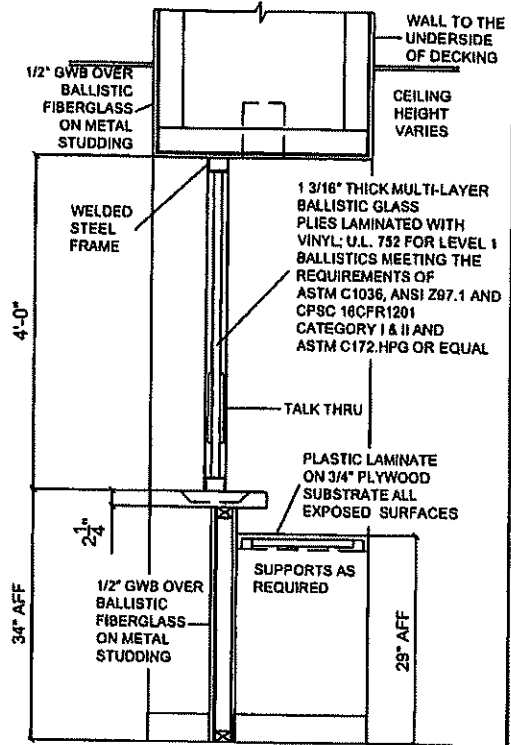
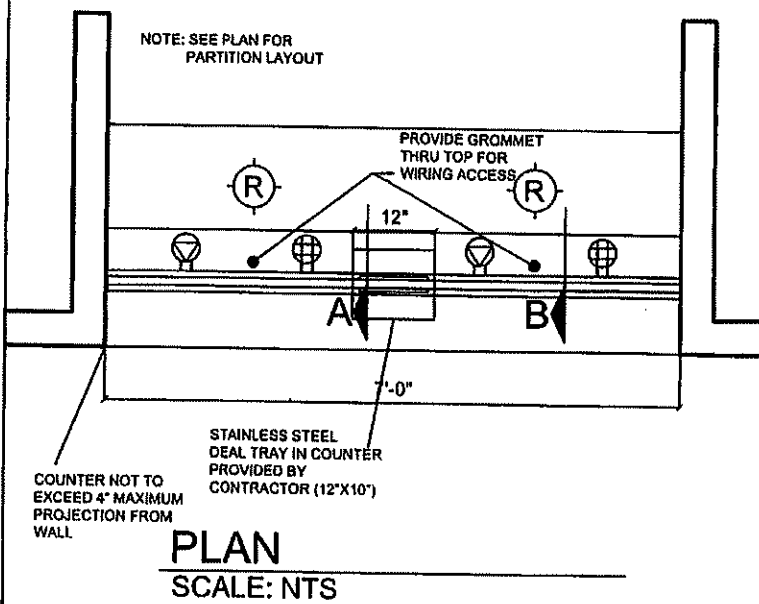
NOT TO SCALE

FOR REFERENCE ONLY  
VERIFY ALL DIMENSIONS



# TECHNICAL EXHIBIT 3

## TYPICAL RECEPTION/ TRANSACTION COUNTER, TRANSACTION WINDOW WITH BALLISTIC GLASS, AND RECEPTION DESK



FOR REFERENCE ONLY  
VERIFY ALL DIMENSIONS

**EXHIBIT D  
PROJECT SCHEDULE TEMPLATE**

<b>ITEM</b>	<b>NUMBER OF WEEKS FOLLOWING LANDLORD'S RECEIPT OF EXECUTED LEASE</b>
<b>Working Drawing Submittal to Tenant</b>	<u>Seven Weeks</u>
<b>Tenant Approval of Working Drawings</b>	<u>Eight Weeks</u>
<b>Submit Building Permit Application(s) for Base Building and Landlord's Improvements</b>	<u>Eight Weeks</u>
<b>Receive Building Permit(s) for Base Building and Landlord's Improvements</b>	<u>Fourteen Weeks</u>
<b>Start Construction</b>	<u>Fifteen Weeks</u>
<b>Premises Ready for start of Tenant's Workstations Installation</b>	<u>Twenty Five Weeks</u>
<b>Landlord Begins Wiring of Tenant Workstations</b>	<u>Twenty Five Weeks</u>
<b>Tenant Access to MDF and IDF rooms</b>	<u>Twenty Five Weeks</u>
<b>Tenant completes installation of Tenant's Workstations</b>	<u>Twenty Six Weeks</u>
<b>Architect and MEP Issue Certificates of Completion</b>	<u>Twenty Six Weeks</u>
<b>Certificate of Occupancy Issued by Building Department</b>	<u>Twenty Seven Weeks</u>
<b>Completion Date</b>	<u>Twenty Eight Weeks</u>



February 6, 2024

The Honorable Michael O. Moore  
Massachusetts Senate  
State House, Room 109-B  
Boston, MA 02133

Dear Senator Moore:

I hope this message finds you well and excited to embrace the new year ahead. Although the Cannabis Control Commission (Commission) did not receive your recent letter to Secretary Gorkowicz directly, I wanted to take this opportunity to share with you some crucial information regarding our budget request for FY 2025 submitted to the Executive Office for Administration and Finance (ANF). In the spirit of transparency, I hope the following information will be useful to you. Please know that if you or your team ever have any questions regarding the work of the Commission, we are ready and willing to assist with providing any clarity you may need. Please also know our agency is a resource to you and is grateful for the years of collaboration we have shared with the Legislature.

First, we understand you had questions regarding the delegation of staff work during the former Executive Director's parental leave this past fall. The former Executive Director submitted a Key Contact Form to the Comptroller's office designating the Chief Operating Officer (COO) as agency head during his leave of absence, even though this action was unnecessary as he was still actively employed by the Commission, and the COO had been duly authorized to perform agency financial functions since 2020. The Comptroller's office notified the Commission that it was returning the filing as invalid since the Executive Director remained the duly appointed agency head pursuant to G.L. c. 10, § 76(j). Upon review, the Comptroller's Office notified the Commission that the previous Key Contact filing remained effective and that since the COO retained Department Head Signature Authorization and credit card designation, all Commission financial functions were valid and authorized during this period of time.

Pursuant to G.L. c. 10, § 76(j), "[t]he commission **shall** [emphasis added] appoint an executive director . . . In the case of an absence or vacancy in the office of the executive director or in the case of disability as determined by the commission, the commission **may** [emphasis added] designate an acting executive director to serve as executive director until the vacancy is filled or the absence or disability ceases". In October 2023, the Commission exercised this authority to appoint Debra Hilton-Creek as Acting Executive Director during the Executive Director's absence. The Acting Executive Director has all the powers and duties of the Executive Director and is the executive and administrative head of the Commission. Notification of the vote was sent to the Comptroller and the key contact forms were updated to reflect that designation and was accepted without issue. All Commission business, financial or otherwise, was duly conducted



while the former Executive Director was on leave and served as our agency head until the Acting Executive Director's appointment. I hope this information alleviates any concerns you may have, as well as dispels any rumors that you might have heard.

Next, we wanted to reiterate the Commission's commitment to responsible stewardship of public funds and our pride in operating on a revenue neutral basis for the entirety of our history. The Commission's budgeting process is collaborative and incorporates feedback from Commissioners, agency leadership, and staff. As you may know, the agency's FY 2024 budget allocation was approximately \$600,000 below the required maintenance level. In response, the Commission redeployed resources to ensure continued public health and safety in the licensed Massachusetts cannabis industry and to begin the implementation of regulations adopted in the wake of the passage of Chapter 180 of the Acts of 2022. As a result, certain job positions, studies, and spending have been pushed out to the agency's FY 2025 and FY 2026 requests to maintain appropriate spending levels. The Commission was grateful to receive a \$200,000 supplemental budget in December 2023 that will allow the agency to add critical staff support and make needed upgrades to cybersecurity infrastructure in the months ahead.

To date, the Commission regulates a \$5.5 billion licensed industry that generates hundreds of millions of dollars in state and local revenue each year. Currently, cannabis generates more tax revenue than the alcohol industry, at \$134.7 million YTD, and is the most profitable crop in Massachusetts. The regulated marketplace further comprises between 15,000 and 20,000 well-paying jobs. The Commission's non-tax revenue is just as substantial. In FY 2024 YTD, the Commission has generated more than \$8 million, and the Commission projects total non-tax revenue receipts will end the fiscal year with more than \$21 million. Additionally, the agency is assessing its revenue-generating services for potential modifications to increase receipts.

Due to the continued federal prohibition of cannabis, the Commission has had to build out much of the necessary research, policy, and operational background on its own. Despite these unique challenges, the Commission's work has been modeled by other states as they set up their own regulatory agencies. We are grateful for the support of the Legislature, Administration, and our partners in other states that have assisted the agency with developing a best-in-class licensed industry; however, that build-out continues and requires adequate resources.

Since its inception in September 2017, the Commission has ensured licensees comply with state laws and regulations; upheld public health and safety; supported medical patients, caregivers, and providers; and incorporated its nation-leading equity mandate into every facet of its organization, policies, and programming. Over the course of the last fiscal year alone, the Commission has:

- Approved 1,485 licenses, including 147 Marijuana Retailers, 62 Marijuana Cultivators, 56 Product Manufacturers, 16 Delivery Operators, and 3 Independent Testing Laboratories.

- Conducted inspections and license reviews, which has resulted in a total of 556 Marijuana Establishments commencing full business operations, including the new additions of, 1 Microbusiness, 24 Marijuana Cultivators, 1 Delivery Courier, 3 Independent Testing Laboratories, 5 Delivery Operators, 22 Product Manufacturers and 79 Marijuana Retailers.

- Approved 22,260 Marijuana Establishment agent applications.

- Registered 94,136 medical marijuana patients, 7,265 caregivers, and 441 Certified Healthcare Providers.

- Developed and deployed new, specific courses for Delivery and Courier Licenses as well as 10 new Advanced Courses for Social Equity Program (SEP) Participants. The Commission is currently accepting new participants for Cohort 4 of the SEP. Recently codified into law, the Social Equity Program was the first statewide equity program in the nation to offer free technical assistance and training to individuals who were disproportionately impacted by marijuana prohibition and who are interested in becoming involved in the licensed marijuana industry.

- Approved 30 applicants to be Responsible Vendor Trainers teaching Basic Core Curriculum, an Advanced Core Curriculum, and a new Delivery Core Curriculum for all registered Marijuana Agents in the industry.

- In collaboration with the Massachusetts Registry of Motor Vehicles and AAA Northeast, developed and endorsed a nation leading curriculum to educate teenage drivers about the risks of cannabis-impaired driving. The curriculum was the first of its kind in the nation to be created and has been incorporated into driver education classes across the Commonwealth.

- Published 6 scientific peer-review publications, including a full Specialty Update in Clinical Therapeutics, as well as gave 5 presentations at National scientific meetings and other conferences, including the Research Society of Marijuana (RSMj), Council of State and Territorial Epidemiologists (CSTE) and MCR Lab's Cannabis Science Fair.

- Hosted a delegation of legislators and officials from the Executive Offices from the state of Hawaii, who consulted us regarding how to write regulations for, and then implement, legal marijuana marketplaces, including how to successfully protect medical marijuana programs. They have since publicized the fact their “Hawaii Cannabis Authority” and related equity efforts are modeled after Massachusetts.

- Held the first-ever State of Cannabis briefing at the State House on May 29, 2023, designed to provide legislators and staff with information and insight into progress the agency has made and ongoing efforts to regulate a safe, effective, and equitable industry for the Commonwealth.



You can learn more about these accomplishments and others by reviewing the agency's [Sixth Annual Activities Report](#), which was submitted to the Legislature in October 2023 in accordance with state law.

In addition to the 2023 achievements of the Commission, the Secretary of the Commonwealth promulgated the Commission's [new regulations](#) in response to the passage of Chapter 180 of the Acts of 2022. In 2024, the agency will continue to devote significant energy towards implementation with the creation of new online applications, updated guidance documents, and new systems and processes—both internal and external—to comply with the law.

The Commission's new mandates to oversee, review, and approve Host Community Agreements negotiated between municipalities and applicants and local municipal equity plans will require the onboarding of additional staff with subject-matter expertise in municipal finance and law. As a state agency devoted to transparency and open communication, Commission staff will put great effort into educating communities, applicants, equity program participants, and other stakeholders on these new changes.

To keep up with the pace of the licensed cannabis industry and the requirements of Chapter 180, the Commission's FY 2025 request includes plans to hire 12 new positions for the Investigations and Enforcement division. Additional Licensing Specialists, Investigators, and Laboratory Testing Analysts will assist the Commission with promoting public health and safety, ensuring consistent enforcement of the Commonwealth's comprehensive and varied regulations, and streamline the timeframe required for fair and thorough investigations. The FY 2025 request also includes hiring an additional six full-time professionals to support the agency's operational infrastructure, covering critical agency needs in our Operations, Human Resources (HR), Communications, Information Technology (IT), and Legal divisions. Without new staffing, the Commission's ability to execute new mandates to review and approve Host Community Agreements and municipal equity plans may prove difficult.

Additionally, in compliance with Chapter 180, the agency seeks to restore public education funding to \$1.5 million to further public health and safety in Massachusetts. In FY 2019, the Commission partnered with the Department of Public Health (DPH) to develop youth prevention materials with tips and techniques for parents and responsible adult-use messaging focusing on OUI, safe storage, and legal limits. In FY 2020, the agency expanded public education to develop material that targets young people with disengaged parents. Additionally, the Commission published content warnings of containments found in illicit-market cannabis products, the dangers of home cultivation and manufacturing, and the health risks of certain consumption practices during the pandemic.

With the \$1.5 million request for FY 2025, the Commission intends to continue its relationship with the Department of Public Health to further efforts relative to youth prevention messaging, raise awareness of the risks of high potency products and cannabis use during



pregnancy, and the dangers of home manufacturing as required by Chapter 180. The Commission also aims to develop and launch a campaign focused on safe consumption of cannabis as social consumption licenses become available and eventually operational. We also plan to contract a two-year study to assess school cannabis use disciplinary actions, as required by statute.

The Commission's first-of-its-kind Cannabis Center of Excellence will develop important research into the study of cannabis and its effects, including its two-year health care study as required by G. L. c. 94G, § 17(a)(ii). Additionally, a study of registered Medical Use of Marijuana Program patients, caregivers, and providers will be conducted to determine patient needs and whether regulatory updates may be warranted.

The Commission's commitment to equity and promoting participation in the industry by people from communities disproportionately impacted by marijuana prohibition continues beyond our statutory mandate and mission. In FY 2024 the Commission has held and attended numerous community outreach events both in person and virtually, seeing an increase in attendance from Social Equity Participants and the community at large. With the FY 2025 requested funding, the Commission will seek to run a racial disparity and license exclusivity feasibility study as well as a study of disproportionately impacted areas throughout the Commonwealth. A contract employment position envisioned to assist the Equity Programming and Community Outreach department with bringing an Innovation Lab design and framework build-out forward and operational, as a part of the Commission's three-year strategic planning initiative, which is in alignment with, and that supports newly promulgated regulations.

The Government Affairs and Policy department will build out critical new resources to support an increase in incoming and outgoing municipal outreach, create space to review documents from municipalities, create new publicly available materials, and support an increased and assertive public presence throughout the Commonwealth. With the addition of new staff, the department will efficiently and effectively respond to questions and inquiries, assess and route local equity plan disputes, and serve as a more effective conduit for state and local policymakers' inquiries. Additional software tools will allow the agency to monitor developments and access information in real time, while maintaining a high level of security to safeguard its information.

We also understand you raised concerns about the Commission's engagement of outside legal counsel during a period of transition for our agency to address complex employment related matters. In November of 2023, the Commission filled the vacant full-time General Counsel position and is committed to filling future vacancies with experienced attorneys and legal staff to reduce the level of reliance on outside counsel. These positions are essential to ensure a well-staffed, fully functioning legal department exist, which in turn ensures that Commission regulations and policies are supported by legal authority and licensees; that constituents have access to timely hearings of enforcement actions and administrative appeals; and that public records requests are fulfilled in accordance with statutory requirements.



We appreciate the opportunity to share some of these exciting developments with you. With the continued support of our partners in state government, we intend to continue the Commonwealth's tradition of serving as a national leader in regulating a safe, equitable, and effective licensed cannabis industry. Please know that you are always more than welcome to contact the Commission directly with your questions. In the meantime, if you need any further clarity about our operations or FY 2025 budget request, please do not hesitate to contact us directly. Thank you again.

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra Hilton-Creek', written in a cursive style.

Debra Hilton-Creek  
Acting Executive Director

cc: Secretary Matthew Gorzkowicz, Executive Office of Administration and Finance  
Chair Michael Rodrigues, Senate Committee on Ways and Means  
Chair Aaron Michlewitz; House Committee on Ways and Means



**Baked Beans Farm, LLC**  
**0272-COO-01-0324**

**CHANGE OF OWNERSHIP AND CONTROL OVERVIEW**

1. Licensee Information:

<b>Licensee Business Name:</b>	Baked Beans Farm, LLC
<b>Licensee d/b/a Name:</b>	N/A

2. License(s) Affected by this Change Request:

License Number	License Type
MP282045	Marijuana Product Manufacturer

3. The licensee has paid the applicable fees for this change request.

4. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Mark LaRoche	Person with Direct or Indirect Control

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

**RECOMMENDATION**

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.



4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



**Hennep, Inc.**  
**0273-COO-01-0324**

**CHANGE OF OWNERSHIP AND CONTROL OVERVIEW**

1. Licensee Information:

<b>Licensee Business Name:</b>	Hennep, Inc.
<b>Licensee d/b/a Name:</b>	N/A

2. License(s) Affected by this Change Request:

License Number	License Type
MR281450	Marijuana Retailer

3. The licensee has paid the applicable fees for this change request.

4. The licensee is proposing to add the following as Persons Having Direct or Indirect Control:

Individual	Role
Colin Francis Richard Noel	Person with Direct or Indirect Control

5. Background checks were conducted on all proposed parties and no suitability issues were discovered.

6. The proposed parties do not appear to have exceeded any ownership or control limits over any license type.

**RECOMMENDATION**

Commission staff recommend review and decision on the request for change of ownership and control, and if approved, request that the approval be subject to the following conditions:

1. The licensee and proposed parties may now effectuate the approved change.
2. The licensee shall notify the Commission when the change has occurred.
3. The licensee shall submit a change of name request following this approval if any business or doing-business-as names associated with the license(s) will require modification.



4. The licensee is subject to inspection to ascertain compliance with Commission regulations.
5. The licensee shall remain suitable for licensure.
6. The licensee shall cooperate with and provide information to Commission staff.
7. The licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) and/or 935 CMR 501.105(1) after effectuating the change, if applicable, and shall give Commission staff adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.



**MARIJUANA ESTABLISHMENT RENEWALS**  
**EXECUTIVE SUMMARY**  
**COMMISSION MEETING: JUNE 13, 2024**

**RENEWAL OVERVIEW**

1. Name, license number, renewal application number, host community, and funds deriving from a Host Community Agreement allocated for the municipality for each Marijuana Establishment presented for renewal:

	Licensee Name	License Number	Renewal Application Number	Location
1	Blossom Flower, LLC	MP282139	MPR244150	Holyoke
2	Blossom Flower, LLC	MX281418	MXR126671	Holyoke
3	BLUE SKY ORGANICS LLC	MD1264	MDR272571	Newton
4	Green Gold Group Inc	MC281649	MCR140754	North Brookfield
5	Green Gold Group, INC	MR281791	MRR206833	Charlton
6	Ocean Breeze Cultivators LLC	MR283656	MRR206836	Gloucester

2. All licensees have submitted renewal applications pursuant to 935 CMR 500.103(4) which include the licensee’s disclosure of their progress or success towards their Positive Impact and Diversity Plans.
3. All licensees have submitted documentation of good standing from the Secretary of the Commonwealth, Department of Revenue, and Department of Unemployment Assistance, if applicable.
4. All licensees have paid the appropriate annual license fee.
5. The licensees, when applicable, have been inspected over the previous year. Commission staff certify that, to the best of our knowledge, no information has been found that would prevent renewal of the licenses mentioned above pursuant to 935 CMR 500.450.

**RECOMMENDATION**



Commission staff recommend review and decision on the above-mentioned licenses applying for renewal, and if approved, request that the approval be subject to the licensee remaining in compliance with the Commission regulations and applicable law.



## Blossom Flower, LLC

MD1271  
MP282139  
MX281418

### ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Blossom Flower, LLC
<b>Licensed Location:</b>	1 Cabot Street, Holyoke, MA 01040

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Product Manufacturer
Marijuana Existing Licensee Transporter
Marijuana Delivery Operator

3. The licensee is associated with the following license type(s):

The licensee is not associated with any other license applications or licenses.

### LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on February 10, 2022 for its Marijuana Delivery Operator license; March 9, 2023 for its Product Manufacturing license; and April 14, 2023 for its Marijuana Existing Licensee Transporter license.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

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## **INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): April 17, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

- d. Transportation





Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess, prepare, produce, and otherwise acquire marijuana, but shall not sell, or otherwise transport marijuana to other Marijuana Establishments, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee shall not deliver marijuana to consumers, patients, or caregivers, until upon inspection, receiving permission from the Commission to commence full operations.
3. The licensee is subject to inspection to ascertain compliance with Commission regulations.
4. The licensee remains suitable for licensure.
5. The licensee shall cooperate with and provide information to Commission staff.
6. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**Blue Sky Organics, LLC**  
MD1264

**LICENSEE OVERVIEW**

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Blue Sky Organics, LLC
<b>Licensee d/b/a Name:</b>	Spliff Second
<b>Licensed Location:</b>	16 Maguire Court, Newton, MA 02458

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Delivery Operator

3. The licensee is associated with the following license type(s):

The licensee is not associated with any other license applications or licenses.

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on March 10, 2022.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): February 22, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.

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10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.

11. Specific information from Commission staff's inspection is highlighted below:

a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

c. Transportation

Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

## RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may acquire, possess, and warehouse marijuana products but shall not sell or delivery marijuana products to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.



5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## CommCan, Inc.-Mansfield MTC1686

### ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	CommCan, Inc.-Mansfield
<b>Licensed Cultivation Location:</b>	(Previously approved)
<b>Licensed Manufacturing Location:</b>	(Previously approved)
<b>Licensed Dispensary Location:</b>	611 West St., Mansfield, MA 02048

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Medical Marijuana Treatment Center

3. The licensee is associated with the following license type(s):

Type	Status	Location
MTC	Commence Operations	Medway-Millis
MTC	Commence Operations	Medway-Southborough
Marijuana Cultivator, Tier 3/Indoor (30,001 – 40,000 sq. ft.)	Commence Operations	Medway
Marijuana Product Manufacturing	Commence Operations	Medway
Marijuana Retail	Commence Operations	Rehoboth
Marijuana Retail	Commence Operations	Millis
Marijuana Retail	Provisional License	Mansfield

### LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on July 12, 2016.



5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

## **INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): May 8, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation



Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

d. Transportation

Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## CommCan, Inc.

MR284925

### LICENSEE OVERVIEW

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	CommCan, Inc.
<b>Licensed Location:</b>	611 West Street, Mansfield, MA 02048

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The licensee is associated with the following license type(s):

Type	Status	Location
Marijuana Cultivator, Tier 3/Indoor (30,001 – 40,000 sq. ft.)	Commence Operations	Medway
Marijuana Product Manufacturing	Commence Operations	Medway
Marijuana Retail	Commence Operations	Rehoboth
Marijuana Retail	Commence Operations	Millis
MTC	Provisional License	Medway-Mansfield
MTC	Commence Operations	Medway-Millis
MTC	Commence Operations	Medway-Southborough

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on December 14, 2023.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).

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7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

## INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): May 8, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation



Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Vehicle and staffing requirements;
- ii. Communication and reporting requirements; and
- iii. Inventory and manifests requirements.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## Ember Gardens Cape Cod, LLC

MR284542

### **ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Ember Gardens Cape Cod, LLC
<b>Licensed Location:</b>	41 MA-6A, Orleans, MA 02653

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The licensee is associated with the following license type(s):

The licensee is not associated with any other license applications or licenses.

### **LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on May 12, 2022.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

### **INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): April 9, 2024.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

The licensee will not be performing transportation activities at this time.

## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:



1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## Euphorium, LLC

MC283845

MP282263

MR284560

### ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Euphorium, LLC
<b>Licensed Location:</b>	15 Main St., Holyoke, MA 01040

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Cultivator, Tier 1, Indoor (up to 5,000 sq. ft.)
Marijuana Product Manufacturer
Marijuana Retailer

3. The licensee is associated with the following license type(s):

The licensee is not associated with any other license applications or licenses.

### LICENSING OVERVIEW

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on August 10, 2023.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

### INSPECTION OVERVIEW

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8. Commission staff inspected the licensee's facility on the following date(s): April 22, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Cultivation Operation

Enforcement staff verified that all cultivation operations were in compliance with the Commission's regulations. Some of the requirements verified include the following:

- i. Seed-to-sale tracking;
- ii. Compliance with applicable pesticide laws and regulations; and
- iii. Best practices to limit contamination.

- d. Product Manufacturing Operation

Enforcement staff verified that all manufacturing-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:



- i. Proposed product compliance; and
- ii. Safety, sanitation, and security of the area and products.

e. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

f. Transportation

The licensee will not be performing transportation activities at this time.

**RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may cultivate, harvest, possess, prepare, produce, and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.





**JMK Gardening, LLC**  
MR284654

**LICENSEE OVERVIEW**

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	JMK Gardening, LLC
<b>Licensee d/b/a Name:</b>	Wonderland Cannabis Co.
<b>Licensed Location:</b>	11 McCracken Road, Suite C, Millbury, MA 01527

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The licensee is associated with the following license type(s):

The licensee is not associated with any other license applications or licenses.

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on March 9, 2023.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): March 25, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.

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10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.

11. Specific information from Commission staff's inspection is highlighted below:

a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

d. Transportation

The licensee will not be performing transportation activities at this time.

## RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.



3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## Mint Retail Facilities, LLC

MR283295

### LICENSEE OVERVIEW

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Mint Retail Facilities, LLC
<b>Licensed Location:</b>	768 Pleasant Street, Belmont, MA 02478

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The licensee is associated with the following license type(s):

The licensee is not associated with any other license applications or licenses.

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on July 15, 2021.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

### INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): April 22, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.

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10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.

11. Specific information from Commission staff's inspection is highlighted below:

a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

d. Transportation

The licensee will not be performing transportation activities at this time.

## RECOMMENDATION

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.



2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## Ocean Breeze Cultivators, LLC

MR283656

### LICENSEE OVERVIEW

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Ocean Breeze Cultivators, LLC
<b>Licensed Location:</b>	9 Whistle Stop Way, Gloucester, MA 01930

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The licensee is associated with the following license type(s):

Type	Status	Location
Marijuana Product Manufacturing	Commence Operations	Gloucester
Marijuana Cultivator, Tier 3/Indoor (10,000 – 20,000 sq. ft.)	Commence Operations	Gloucester

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on July 15, 2021.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

### INSPECTION OVERVIEW

8. Commission staff inspected the licensee's facility on the following date(s): April 10, 2024.

Final License Executive Summary 1



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

The licensee will not be performing transportation activities at this time.

## RECOMMENDATION

Commission staff recommend final licensure with the following conditions:





1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



**Riverside Agriculture, LLC**  
MR283237

**ESTABLISHMENT OVERVIEW**

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Riverside Agriculture, LLC
<b>Licensed Location:</b>	1 Cabot Street, Holyoke, MA 01040

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The licensee is associated with the following license type(s):

The licensee is not associated with any other license applications or licenses.

**LICENSING OVERVIEW**

4. The licensee was approved for provisional licensure for the above-mentioned license(s) on September 10, 2020.
5. The licensee has paid all applicable license fees.
6. No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
7. No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

**INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): May 8, 2024.



9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

Enforcement staff verified that all transportation-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

The licensee will not be performing transportation activities at this time.



## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## Silver Therapeutics, Inc.

MR283074

### ESTABLISHMENT OVERVIEW

1. Name and address of the Marijuana Establishment:

<b>Licensee Business Name:</b>	Silver Therapeutics, Inc.
<b>Licensee d/b/a Name:</b>	City Farm
<b>Licensed Location:</b>	717-721 American Legion Highway, Boston, MA 02121

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The licensee is associated with the following license type(s):

Type	Status	Location
Marijuana Retail	Commence Operations	Williamstown
Marijuana Cultivator, Tier 1/Indoor (up to 5,000 sq. ft.)	Provisional License	Boston
Marijuana Product Manufacturing	Provisional License	Boston
MTC	Provisional License	Boston-Boston

### LICENSING OVERVIEW

- The licensee was approved for provisional licensure for the above-mentioned license(s) on September 10, 2020.
- The licensee has paid all applicable license fees.
- No new information has been reported to Commission staff regarding the organizational structure of the entity since the issuance of the provisional license(s).
- No new information has been discovered by Commission staff regarding the suitability of the licensees previously disclosed since the issuance of the provisional license(s).

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## **INSPECTION OVERVIEW**

8. Commission staff inspected the licensee's facility on the following date(s): April 18, 2024.
9. The licensee's facility was inspected by Commission staff and found to be in full compliance with the requirements listed in 935 CMR 500.105 through 935 CMR 500.160 as applicable.
10. No evidence was discovered during the inspection(s) that indicated the licensee was not in compliance with all applicable state laws and local bylaws or ordinances.
11. Specific information from Commission staff's inspection is highlighted below:

- a. Security

Enforcement staff verified that all security-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. The security of all entrances and exits;
- ii. Visitor procedures;
- iii. Limited access areas;
- iv. Verification of a primary and back-up security company;
- v. Presence of perimeter and duress alarms; and
- vi. All cameras complied with Commission requirements.

- b. Inventory and Storage

Enforcement staff verified that all inventory-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Secure storage of marijuana and marijuana products;
- ii. Sanitation and pest control measures; and
- iii. Inventory controls and procedures.

- c. Retail Operation

Enforcement staff verified that all retail-related requirements were in full compliance with Commission regulations. Some of the requirements verified include the following:

- i. Verification of identifications for access;
- ii. Layout of the sales floor; and
- iii. Availability and contents of adult-use consumer education materials.

- d. Transportation

The licensee will not be performing transportation activities at this time.



## **RECOMMENDATION**

Commission staff recommend final licensure with the following conditions:

1. The licensee may possess and otherwise acquire marijuana, but shall not dispense, sell, or otherwise transport marijuana to other Marijuana Establishments, or to consumers, until upon inspection, receiving permission from the Commission to commence full operations.
2. The licensee is subject to inspection to ascertain compliance with Commission regulations.
3. The licensee remains suitable for licensure.
4. The licensee shall cooperate with and provide information to Commission staff.
5. Licensure is subject to notification to the Commission of any update to written operations plans required by 935 CMR 500.105(1) prior to the issuance of a commencement of operations and that Commission staff be given adequate opportunity to review said plans at the business location or the location where any such plans are maintained in the normal course of business.

The licensee has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the licensee is recommended for final licensure.

As part of the approval of final licensure, the Commission authorizes staff to take all necessary actions to review compliance with the above-referenced conditions and to approve the commencement of operations.



## GreenSoul Organics, Inc.

MCN283834

MPN282257

### APPLICATION OF INTENT REVIEW

1. Name, address, and license type(s) sought of the proposed License Applicant:

<b>License Applicant Business Name:</b>	GreenSoul Organics, Inc.
<b>License Applicant d/b/a Name:</b>	GreenSoul
<b>Proposed Location:</b>	32 Oak Hill Lane, Fitchburg, MA 01420

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Cultivator, Tier 6, Indoor, (40,001 – 50,000 sq. ft.)
Marijuana Product Manufacturer

3. The license applicant is associated with the following license type(s):

Type	Status	Location
Marijuana Retail	Provisional License	Fitchburg

4. List of all required individuals and their roles:

Individual	Role
Tabasuri Moses	Person Having Direct/Indirect Control
Saba Kahassai	Person Having Direct/Indirect Control
Jason Wild	Person Having Direct/Indirect Control

5. List of all required entities and their roles:

Entity	Role
JW Partners, LP	Entity Having Direct/Indirect Control
Green Soul Development, LLC	Capital Contributor

6. License Applicant's Status:

Provisional License Executive Summary 1





Economic Empowerment Priority Applicant  
Saba Kahassai / 51% / EE202249

7. The license applicant and host community executed a Host Community Agreement (“HCA”) on July 2, 2019. The license applicant submitted their application prior to March 1, 2024 and provided the required certification form.
8. The Commission sent a municipal notice with a copy of the application to the host community on February 23, 2024. The Commission did not receive a response within 60 days pursuant to 935 CMR 500.102(1)(d).
9. The license applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	The license applicant proposes to hire 30% of individuals from the following Commission identified Areas of Disproportionate Impact: Boston and Fitchburg, Economic Empowerment Priority Applicants, Social Equity Participants, MA Residents with Past Drug Convictions, and/or MA Residents with Parents or Spouses with Past Drug Convictions.
2	The license applicant proposed to donate \$5,000.00 to CultivatED.

### **BACKGROUND CHECK REVIEW**

10. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
11. There were no concerns arising from background checks on the individuals or entities associated with the application.

### **MANAGEMENT AND OPERATIONS PROFILE REVIEW**

12. The license applicant submitted all required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
13. The license applicant proposed the following goals for its Diversity Plan:

#	Goal
1	The license applicant proposes to hire the following: 50% Women, 30% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous peoples, 10% Veterans, 5% Persons with Disabilities, and 10% LGBTQ+ People.
2	The license applicant proposes to implement anti-racism and anti-bias training programs for executives and employees.



<b>3</b>	The license applicant proposes to create a mentorship and sponsorship program that connects employees from underrepresented groups with senior leaders within the organization, to provide guidance and support for career development.
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### RECOMMENDATION

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations.
2. Final license is subject to inspection to ascertain compliance with applicable state laws, local codes, ordinances or bylaws, and local licensing requirements.
3. The license applicant shall cooperate with and provide information to Commission staff.
4. Provisional licensure is subject to the payment of the appropriate license fee.

The license applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



**Native Sun Wellness, Inc.**  
RMDA4128

**APPLICATION OF INTENT REVIEW**

1. Name, address, and license type(s) sought of the proposed License Applicant:

<b>License Applicant Business Name:</b>	Native Sun Wellness, Inc.
<b>Proposed Cultivation Location:</b>	140 Industrial Road, Fitchburg, MA 01420
<b>Proposed Manufacturing Location:</b>	140 Industrial Road, Fitchburg, MA 01420
<b>Proposed Dispensary Location:</b>	37 Coolidge Street, Hudson, MA 01749

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Medical Marijuana Treatment Center

3. The license applicant is associated with the following license type(s):

Type	Status	Location
Marijuana Retail	Commence Operations	Hudson

4. List of all required individuals and their roles:

Individual	Role
Timothy Caraboolad	Person Having Direct/Indirect Control
Geoffrey Caraboolad	Person Having Direct/Indirect Control
Geoffrey Bernstein	Person Having Direct/Indirect Control

5. List of all required entities and their roles:

Entity	Role
Native Sun Holdings, LLC	Entity Having Direct/Indirect Control / Capital Contributor

6. License Applicant's Status:



General Applicant

- 7. The license applicant and host community executed a Host Community Agreement (“HCA”) on June 26, 2023. The license applicant submitted their application prior to March 1, 2024 and provided the required certification form.
- 8. The license applicant and the second host community executed a Host Community Agreement (“HCA”) on May 18, 2023. The license applicant submitted their application prior to March 1, 2024 and provided the required certification form.
- 9. The Commission sent a municipal notice with a copy of the application to the host communities on February 27, 2024. The Commission did not receive a response within 60 days pursuant to 935 CMR 500.102(1)(d).
- 10. The license applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	The license applicant proposes to hire 10% of individuals from the following Commission identified Areas of Disproportionate Impact: census tracts of Worcester
2	The license applicant proposed to donate \$1,000 monthly to Making Opportunity Count.

**BACKGROUND CHECK REVIEW**

- 11. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
- 12. There were no concerns arising from background checks on the individuals or entities associated with the application.

**MANAGEMENT AND OPERATIONS PROFILE REVIEW**

- 13. The license applicant submitted all required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
- 14. The license applicant proposed the following goals for its Diversity Plan:

#	Goal
1	The license applicant proposes to hire the following: 30% Women, 10% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous peoples, 10% Veterans, 10% Persons with Disabilities, and 10% LGBTQ+ People.
2	The license applicant proposes to provide a minimum of one (1) annual training session that will provide the tools needed to grow within the industry from the following:



	Women, People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous peoples, Veterans, Persons with Disabilities, and LGBTQ+ People.
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**RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations.
2. Final license is subject to inspection to ascertain compliance with applicable state laws, local codes, ordinances or bylaws, and local licensing requirements.
3. The license applicant shall cooperate with and provide information to Commission staff.
4. Provisional licensure is subject to the payment of the appropriate license fee.

The license applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.



## Surf's Up Cannabis Ventures, LLC

MRN285057

### APPLICATION OF INTENT REVIEW

1. Name, address, and license type(s) sought of the proposed License Applicant:

<b>License Applicant Business Name:</b>	Surf's Up Cannabis Ventures, LLC
<b>Proposed Location:</b>	70 Gallivan Boulevard, Boston, MA 02122

2. Type of final license sought (if cultivation, its tier level and outside/inside operation):

<b>License Type(s) Sought:</b>
Marijuana Retailer

3. The license applicant is associated with the following license type(s):

The license applicant is not associated with any other license applications or licenses.

4. List of all required individuals and their roles:

Individual	Role
Christine Argiros	Person Having Direct/Indirect Control/Capital Contributor
Michelle Foley	Person Having Direct/Indirect Control
Richard Parsons	Person Having Direct/Indirect Control

5. List of all required entities and their roles:

Entity	Role
GreenTech 770 Ventures, LLC	Entity Having Direct/Indirect Control
Surf's Up Cannabis Operations, LLC	Entity Having Direct/Indirect Control

6. License Applicant's Status:

General Applicant



7. The license applicant and host community executed a Host Community Agreement (“HCA”) on April 7, 2023. The license applicant submitted their application prior to March 1, 2024 and provided the required certification form.
8. The Commission received a municipal response from the host community on April 3, 2024 stating the applicant was in compliance with all local ordinances or by-laws.
9. The license applicant proposed the following goals for its Positive Impact Plan:

#	Goal
1	The license applicant proposes to hold three (3) community engagement meetings prior to opening and reaching 250 residents per year to reduce barriers to entry in the commercial adult-use cannabis industry for individuals from the following Commission identified Areas of Disproportionate Impact: Census tracts of Boston.
2	The license applicant proposes to provide mentoring, professional and technical services for disproportionately harmed individuals from the following Commission identified Areas of Disproportionate Impact: Economic Empowerment Priority Applicants and Social Equity Participants.
3	The license applicant proposes to provide an annual financial contribution of \$5,000 to the CultivatED program.

### BACKGROUND CHECK REVIEW

10. There were no disclosures of any past civil or criminal actions, occupational license issues, or marijuana-related business interests in other jurisdictions.
11. There were no concerns arising from background checks on the individuals or entities associated with the application.

### MANAGEMENT AND OPERATIONS PROFILE REVIEW

12. The license applicant submitted all required summaries of plans, policies, and procedures for the operation of the proposed establishment. The summaries were determined to be substantially compliant with the Commission’s regulations.
13. The license applicant proposed the following goals for its Diversity Plan:

#	Goal
1	The license applicant proposes to hire the following: 50% Women, 25% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous peoples, 10% Veterans, 5% Persons with Disabilities, and 10% LGBTQ+ People.
2	The license applicant proposes to work with suppliers and vendors that are the following: 5% Women, 5% People of color, particularly Black, African American,



Hispanic, Latinx, and Indigenous peoples, 5% Veterans, 5% Persons with Disabilities, and 5% LGBTQ+ People.
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## **RECOMMENDATION**

Commission staff recommend provisional licensure with the following conditions:

1. Final license is subject to inspection to ascertain compliance with Commission regulations.
2. Final license is subject to inspection to ascertain compliance with applicable state laws, local codes, ordinances or bylaws, and local licensing requirements.
3. The license applicant shall cooperate with and provide information to Commission staff.
4. Provisional licensure is subject to the payment of the appropriate license fee.

The license applicant has demonstrated compliance with the laws and regulations of the Commonwealth and suitability for licensure. Therefore, the applicant is recommended for provisional licensure.







June \_\_, 2024

Life Essence, Inc. d/b/a Trulieve  
56 Canal Street  
Holyoke, Massachusetts 01040  
RMD1365; RMD1735; RMD1736  
MR282981; MR283110; MR282049  
MC281999; MP281624; MC282412

Case No. ENF-2023-0000001411

### **FINAL ORDER AND STIPULATED AGREEMENT**

This Final Order and Stipulated Agreement (herein, “Order”) between the Commonwealth of Massachusetts Cannabis Control Commission (the “Commission”) and Life Essence, Inc. d/b/a Trulieve (herein, “Trulieve” or “Respondent”) (together, the “Parties”) is offered for the purposes of settlement and in lieu of further administrative action. The Commission finds that resolution of this matter serves the purposes of G.L. c. 94G, G.L. c. 94I, 935 CMR 501.360, 501.450, and 501.500 because Respondent has cooperated with the Commission’s investigation and has agreed to affirmative action to further industry education and worker safety.

The Respondent stipulates to the Facts of Record and Applicable Law as presented by the Commission but neither admits nor denies the Commission’s Findings, which are contained in Paragraphs 90 through 95 of this Order. In lieu of the uncertainty and cost of proceeding with an Administrative Hearing pursuant to 935 CMR 500.500, the Respondent has agreed to resolve this matter through the Informal Dispute Resolution process. The Respondent has voluntarily agreed to the Stipulated Remedy and subject to ratification by majority vote of the Commission, this Order is binding on both the Commission and Respondent for the purpose of bringing this matter to a final resolution.

### **Legislative, Statutory, and Regulatory Authority**

1. The Commission has jurisdiction over the conduct and operations of licensed Marijuana Establishments and licensed Medical Marijuana Treatment Centers (MTCs) and the subject matter herein pursuant to the provisions of the Commonwealth’s marijuana laws, G.L. c. 94I, G.L. c. 94G, and 935 CMR 501.000 *et seq.*;
2. The Commission possesses all powers necessary or convenient to carrying out and effectuating its purposes including conducting investigations of compliance with Commission laws, imposing fines, or otherwise restricting a license for violations of G.L. c. 94I, G.L. c. 94G, or any regulation promulgated by the Commission;



3. In accordance with its statutory mandate, the Commission has adopted regulations for the administration, clarification, and enforcement of laws regulating Marijuana Establishments and MTCs, which include:
  - a. Requirements for the information to be furnished by an applicant or licensee. G.L. c. 94G, § 4(a½)(vii);
  - b. Requirements for the information to be furnished by a licensee relating to the licensee’s employees. G.L. c. 94G, § 4(a½)(ix);
  - c. Requirements for record keeping by Licensees and procedures to track Marijuana cultivated, processed, manufactured, delivered or sold by Licensees. *See* G.L. c. 94G, § 4(a½)(xiii); and
  - d. Health and safety standards...for the cultivation, processing, manufacturing, and distribution of Marijuana.... *See* G.L. c. 94G, § 4(a½)(xxiii);
4. Pursuant to its authority under G.L. c. 94I and G.L. c. 94G §§ 4(a), 4(a½), the Commission may issue an Order to Show Cause as to why a fine or other financial penalty against a Licensee should not be imposed for any acts or omissions determined to be in violation of the state Marijuana laws. *See* 935 CMR 501.360;
5. Respondent was subject to an investigation by Commission investigators. From that investigation, the Commission alleges violations of Commission regulations, 935 CMR 501.000, relative to Respondent’s production operations at its MTC in Holyoke, Massachusetts;
6. On September 20, 2023, the Commission issued an Order to Show Cause against Respondent pursuant to 935 CMR 501.360;

**Facts of Record**

7. Trulieve is wholly owned by Trulieve Cannabis Corporation, a publicly traded Canadian corporation that operates Marijuana businesses in several Other Jurisdictions;
8. During 2020–2022, the Commission issued final licenses to Trulieve to conduct licensed operations in Northampton, Framingham, Southbridge, and Worcester, Massachusetts;
9. On November 19, 2020, the Commission issued Trulieve a final license to operate as an MTC at 56 Canal Street Holyoke, Massachusetts 01040 (the “Holyoke facility”) under License no. RMD1365 and approved Trulieve to commence medical operations there on May 24, 2021;
10. The Holyoke facility is a 100,000 sq. ft. facility where Trulieve operated a medical, tier 9 indoor cultivation and product manufacturing facility. Areas of the facility were dedicated to hydrocarbon extraction, internal laboratory testing, various forms of Marijuana flower and concentrate production, and phases of cultivation;



11. During November 19, 2020–February 2022, Trulieve submitted, and the Commission approved, five hundred and eighty-one (581) Medical Marijuana Establishment Agent (“Agent”) registration applications for License no. RMD1365;
12. Out of two hundred and thirty-four (234) employee personnel records provided by Trulieve, only one hundred and ninety-nine (199) employee files had written verification of orientation completion and only one hundred and thirty-eight (138) employee files had certificates of completing the Responsible Vendor Training Basic Core Curriculum;
13. At the time Trulieve commenced operations at the Holyoke facility, it maintained thirty-two (32) Standard Operating Procedures (SOPs) dedicated to Environmental Health and Safety (herein, “EH&S”). These included, but were not limited to, SOPs for Personal Protective Equipment (“PPE” or “Personal Protection”), Industrial Hygiene, and a Respiratory Protection Program (“Respiratory Protection”);
14. SOPs are internal written policies and procedures that set forth required protocols relative to a specific licensed operation or process. All licensees must have and follow a set of detailed written operating procedures;
15. Trulieve’s Personal Protection SOP was established on or around June 19, 2020, and required that PPE appropriately protect workers against environmental hazards, whether chemical or mechanical, and that selection of PPE be tailored to the method of exposure (*e.g.*, inhalation);
16. Under the Personal Protection SOP, Trulieve supervisors and managers were required to continually assess hazards in their responsible areas, select the appropriate PPE to protect the affected worker from those hazards, train workers on the use of PPE, and ensure that PPE was used. The Personal Protection SOP stated that Trulieve would perform a written Job Hazard Analysis;
17. The Personal Protection SOP also required written verification of training on the use of PPE to include the worker’s name, date of PPE training, and the subject of the certification;
18. Trulieve’s Respiratory Protection SOP was established on or around July 8, 2020, to dictate protocols for assessing respiratory hazards. The Respiratory Protection SOP required Trulieve’s appointed Program Administrator (the EH&S Manager) and supervisors to identify work areas or tasks where workers would need respiratory protection, and to continually monitor areas to ensure no new hazards emerged. The Respiratory Protection SOP further stated that any workers that would be exposed to respiratory hazards would have to undergo a medical evaluation, fitness testing, and receive training on proper use of respiratory equipment;



19. Specifically, the Respiratory Protection SOP provided that Trulieve's Program Administrator would "revise and update the hazard assessment as needed (i.e., any time work process changes may potentially affect exposure)" or "if an employee feels that respiratory protection is needed during a particular activity";
20. Trulieve did not produce records indicating that production workers underwent or requested to undergo a medical evaluation, fitness testing, or received training on proper use of respiratory equipment;
21. Trulieve developed two SOPs for Industrial Hygiene. Trulieve established an Industrial Hygiene Baseline Survey SOP on or around June 3, 2020 ("Industrial Hygiene Survey"), and an Industrial Hygiene Monitoring Program SOP on or around July 24, 2020 ("Industrial Hygiene Monitoring");
22. The Industrial Hygiene Survey SOP provided that Trulieve would conduct a walking tour of the facility and interview key persons for the purpose of identifying workplace conditions which might be hazardous, such as sources of air contaminants;
23. The Industrial Hygiene Survey SOP set initial and ongoing procedures for monitoring workplace safety conditions that may "affect adversely the health, safety, and well-being of employees" and further stated that "in no case should a hazardous condition be given low priority for attention simply because only one or two workers are at risk!";
24. The Industrial Hygiene Monitoring SOP provided that continual monitoring would include the "selective monitoring of high-risk workers (i.e., those who are closest to the source of contaminant generation)" with the potential for "personal air sampling" and "area air sampling" which would occur based on information obtained from the Industrial Hygiene survey or "OHSА-required monitoring such as...developing an exposure assessment, or as required by the OSHA respiratory protection rule";
25. Trulieve utilized Job Safety Analyses and Tru-Safety Compliance Audits ("Safety Audits") to implement its Personal Protection, Respiratory Protection, Industrial Hygiene Survey, and Industrial Hygiene Monitoring SOPs;
26. Trulieve's EH&S Coordinator (the "safety coordinator") conducted Job Safety Analyses in relation to job type. The safety coordinator's analysis identified the "Job Steps" for the equipment used, the Potential Hazards, the Recommended Safe Job Procedures, and the PPE Required in the Area. After their analysis, the safety coordinator would sign and date the Job Safety Analysis;
27. The safety coordinator would also conduct Safety Audits for Trulieve. Those audits included a table where the safety coordinator would mark an "S" for satisfactory, "N" for not compliant, or "N/A" for not applicable regarding certain activities, such as chemical



safety, emergency preparedness, and PPE, among others. The Safety Audit form did not include a section on Indoor Air Quality;

28. Between April 28, 2021–July 21, 2021, during and around the time the Holyoke facility commenced operations, Trulieve produced records that the safety coordinator conducted seven Job Safety Analyses of industrial equipment, including a Job Safety Analysis for the Rocketbox and Mobius Mill, tools which are used in the Processing of Marijuana for pre-rolls;
29. Trulieve produced records that the safety coordinator also conducted ten Safety Audits during May 10, 2021–July 16, 2021;
30. Trulieve did not produce records of any Safety Audits conducted after July 16, 2021;
31. The Rocketbox is a commercial pre-roll machine designed to fill pre-rolls with ground and processed Marijuana efficiently and evenly using vibration;
32. On July 16, 2021, the safety coordinator identified “dust” as a potential hazard during use of the Rocketbox and recommended a “mask” as a safe job procedure in their Job Safety Analysis. The safety coordinator wrote in the Job Safety Analysis that gloves, lab coat, and hair net were PPE required in area in their recommendation. They did not deem masks as required PPE;
33. The Mobius Mill is a commercial grade cannabis grinder that processes Finished Raw Marijuana Flower for use in Marijuana pre-rolls or extraction for other Marijuana Products;
34. Trulieve purchased the Mobius Mill and related equipment from Eteros Technologies USA, Inc. (“Eteros”) on or around February 19, 2020. Eteros delivered the Mobius Mill to Trulieve on or around September 30, 2020;
35. The Mobius Mill User Guide is “a comprehensive manual covering the operations and maintenance of the Mobius M210 Mill processing machine...this User Guide, as well as any documentation supplied by the component manufacturers, are to be considered the information package associated with this device. Every operator must read and understand the User Guide. The manual should be located within easy access for periodic review”;
36. Safety Instructions in the User Guide recommend “the owner of this equipment develop a standard operating procedure specific to each worksite to address any local hazards or other conditions not outlined in this User Guide” and that “a first-time operator should receive practical instruction before using the machine”;



37. Trulieve did not have or create an SOP for the Mobius Mill, as recommended by the User Guide, or as required by Commission regulations, until November 25, 2022;
38. General Safety Precautions in the User Guide include a warning to “ALWAYS OPERATE DEVICE IN A WELL-VENTILATED AREA. Dust generated from certain materials can be a health hazard. Use a dust collection system whenever possible” and “WEAR A FACE MASK OR DUST MASK. Milling operation may produce dust. If dust extraction is not considered, a dust mask must be worn”;
39. On July 21, 2021, the safety coordinator identified “masks, hairnets, coveralls, crocs, gloves” as required PPE for the Mobius Mill in their Job Safety Analysis, consistent with the warnings in the User Guide to wear dust protection while operating the machine. The safety coordinator did not identify any potential hazards or recommended safe job procedures;
40. While not identified in the Job Safety Analysis, Trulieve utilized a connected vacuum to mitigate dust generated from the Mobius Mill while in use, consistent with the warning in the User Guide;
41. Both machines were situated in Room 175 (the “Pre-Roll Room”), a smaller, fully enclosed room within the larger Room 174 (the “Flower Production Room”). The Pre-Roll Room contained multiple workstations and other industrial equipment used by workers to process raw Marijuana flower as well as the Mobius Mill and Rocketbox;
42. The Commission interviewed Trulieve employees regarding use of the Mobius Mill and Rocketbox for processing Marijuana, and the conditions present in the Pre-Roll Room while operating those machines;
43. When hired, all new Trulieve employees received an Employee Handbook, containing “policies and procedures related to [an employee’s] employment” under which the Guiding Principles required employees to “comply with all laws and rules governing [Trulieve’s] business and workplace”;
44. All Trulieve employees underwent orientation and training at Trulieve’s facility in South Hadley, Massachusetts, which took place over the course of one or two days and included an hour-long presentation on employee health and safety. The orientation covered multiple topics, including respiratory protection and the use of PPE;
45. According to PPE forms filled out by Trulieve employees during orientation, Trulieve provided employees with coveralls, crocs, and hair/beard nets;
46. During orientation, employees received and signed Trulieve’s Employee Good Manufacturing Practices Signoff Form (the “GMP Form”);



47. Section 3.2 of the GMP Form provided, “Employees experiencing persistent sneezing, coughing or a runny nose that causes discharge from the eyes, nose or mouth may not work with exposed product, equipment, utensils, linens, single use and single service articles”;
48. On or around May 3, 2021, Lorna McMurrey (“McMurrey”), accepted a full-time position as Supply Chain Cycle Counter for Trulieve;
49. The key duties and responsibilities of a Supply Chain Cycle Counter were to generate daily System, Applications, and Products in Data Processing (SAP) reports for raw materials, packaging materials, finished goods, and non-conforming materials. Additionally, Supply Chain Cycle Counters adjusted supply chain inventories after identifying discrepancies;
50. On May 20, 2021, McMurrey attended Trulieve’s orientation and training, received Trulieve’s Employee Handbook, and signed the GMP Form;
51. In early August 2021, Trulieve transferred McMurrey from being a Supply Chain Cycle Counter to a Production Cycle Counter;
52. McMurrey did not report any medical emergency to Trulieve while working as a Supply Chain Cycle Counter at Trulieve;
53. Sometime during August 2021–October 2021, Trulieve informally transferred McMurrey again—this time to work as a Flower Production Technician, a position that required direct contact with Marijuana flower while being processed into finished products for consumption;
54. Trulieve officially transferred McMurrey to the position of Flower Production Technician on October 19, 2021;
55. Trulieve did not produce records of informal assignments or trainings of workers after assignment;
56. Records provided by Trulieve for McMurrey’s personnel file did not include any training records for the position of Supply Chain Cycle Counter, Production Cycle Counter, or Flower Production Technician. However, video records from Trulieve appear to indicate that McMurrey received on-the-job training;
57. The key duties and responsibilities of a Flower Production Technician included operating Marijuana processing equipment such as the Mobius Mill and Rocketbox, participating in packing and assembling Marijuana flower into 3.5 g jars, filling pre-rolls with ground Marijuana, and preparing processed Marijuana in accordance with work instructions and



procedures. Physical requirements specifically include the requirement that employees “be able to handle organic matter daily, able to wear PPE as appropriate...”;

58. Because Trulieve did not evaluate Marijuana dust as an allergen requiring a respirator, McMurrey did not undergo a medical evaluation or fitness testing, or training on proper use of respiratory equipment prior to becoming a Flower Production Technician. Furthermore, Trulieve did not provide any records indicating that McMurrey requested to undergo a medical evaluation or fitness testing for respiratory equipment;
59. On October 6, 2021, Commission investigators conducted an unannounced inspection of the Holyoke facility after receiving a complaint that alleged workplace safety issues in the cultivation areas of the Holyoke facility. Commission investigators learned that Trulieve had received notice from the Occupational Safety and Health Administration (OSHA) of the same on September 28, 2021 and that Trulieve’s EH&S Manager (the “safety manager”) had responded to OSHA on October 4, 2021;
60. On October 15, 2021, the Investigations and Enforcement department (the “department”) issued Trulieve a Notice of Deficiency citing six violations of the Commission’s regulations;
61. On October 29, 2021, Trulieve submitted a Plan of Correction, which was accepted by the department on November 5, 2021;
62. On November 9, 2021, McMurrey experienced a medical event requiring emergency services while working in Trulieve’s Pre-Roll Room and was taken to the Holyoke Hospital;
63. The Commission’s review of Trulieve’s security footage from November 9, 2021, showed McMurrey starting work at or around 7:45 AM. Throughout the morning, McMurrey worked in the Flower Production Room and Pre-Roll Room, receiving what appeared to be instruction and demonstration from the Production Manager. While assisting with cleaning the Rocketbox and with the Mobius Mill in operation, McMurrey appeared short of breath. McMurrey eventually went to the employee breakroom where she was assisted by the Production Manager and another co-worker. Paramedics arrived at or around 9:40 AM, administered oxygen to McMurrey, and escorted her out of the Holyoke facility;
64. Trulieve sent an incident report to the Commission regarding McMurrey’s medical emergency the same day. According to Trulieve’s incident report, the safety manager was to “follow-up on the status of the employees” and “Personal health issue. No Hazard mitigation [could] be noted” at the time of the incident;
65. In a separate email, Trulieve’s Compliance Manager, stated that leading “up to the incident, flower production 174 employees [were] dealing with raw, dried, flower





products...grinding flower and packing pre-roll production also occurs in the space. No respirator was being worn [sic]. [McMurrey] was adhering to developed COVID protocols that require all employees to wear a face covering while inside the facility.”;

66. Because Trulieve did not evaluate Marijuana dust as an allergen requiring a respirator, it did not issue, require, or enforce the use of respirators by Flower Production Technicians, including McMurrey, as respiratory protection while the machines were in operation. However, workers wore blue surgical masks made available by Trulieve or face coverings brought from home while working consistent with its Coronavirus 2019 protocols;
67. After this incident, Trulieve did not provide any documentation indicating that the safety manager followed-up with McMurrey. Trulieve did not reassess hazards or identify any hazard mitigation having assessed McMurrey’s medical emergency as a personal health issue;
68. McMurrey returned to work two days after she was transported to the Holyoke Hospital;
69. The Commission interviewed Trulieve employees regarding their observations of McMurrey when she returned to work;
70. Trulieve did not offer McMurrey a different position at the company nor did McMurrey request a change in position. McMurrey continued to work with ground Marijuana in the Flower Production and Pre-Roll Room;
71. On January 4, 2022, McMurrey had a second medical emergency while working at the Holyoke facility;
72. The Commission’s review of Trulieve’s security footage from January 4, 2022, showed McMurrey arriving at work on or around 4:55 AM. In the Flower Production Room, McMurrey weighed and filled pre-rolls with what appeared to be kief (*i.e.*, Marijuana dust) and white jars with Marijuana at her workstation. McMurrey also assisted with sorting and putting white jars, presumably filled with Marijuana, into cardboard boxes after processing through the labeling machine. Throughout the day, McMurrey used her inhaler and appeared visibly short of breath several times. At one point, McMurrey left the Flower Production Room and returned with a white facemask obtained from her locker. Before going back Flower Production Room, McMurrey appeared to speak with a supervisor. Minutes after McMurrey re-entered the Flower Production Room she began moving around visibly in distress;
73. At 12:45 PM, security footage shows the Production Manager on the phone presumably calling for emergency services while other co-workers assisted McMurrey. At approximately 12:55 PM, McMurrey appeared to lose consciousness and was helped to the ground. The Production Manager and two other co-workers checked her pulse and



started providing chest compressions. Emergency personnel arrived at 12:58 PM, applied an Automated External Defibrillator (AED) and took over chest compressions. At or around 1:20 PM, McMurrey was taken from the Holyoke facility and transported to Baystate Medical Center;

74. On January 5, 2022, Trulieve submitted an incident report to the Commission describing the events of the previous day between 12:45 PM–1:30 PM;
75. Like the incident report submitted on November 9, 2021, Trulieve stated that “no hazard mitigation [could] be noted at this time” again assessing the medical emergency as a “personal health issue”;
76. On January 7, 2022, McMurrey died. According to the National Institute for Occupational Safety and Health (NIOSH) Fatality Assessment and Control Evaluation (FACE), a medical examiner determined that McMurrey died due to respiratory arrest which led to cardiac arrest and brain death;
77. Following McMurrey’s death, Trulieve offered grief counseling to workers, held “tool talks”, and eventually implemented policies and procedures for operations in the Pre-Roll Room, such as closing the doors to the Pre-Roll Room and not allowing workers to enter while the Mobius Mill and Rocketbox operated. Trulieve also purchased a new shop vacuum on or around January 31, 2022, and moved the Mobius Mill underneath the Pre-Roll Room air vent after a suggestion from OSHA;
78. On or around February 2, 2023, Trulieve implemented a new process for monitoring safety actions by using the web-based program “SafeSite” to conduct its safety audits;
79. On June 6, 2023, Trulieve notified the Commission that it would be temporarily closing its operations and intended to discontinue all operations in Massachusetts by December 31, 2023;
80. On September 5, 2023, Trulieve notified the Commission that it intended to forfeit all licenses except for its adult-use Marijuana Retail licenses in Holyoke and Worcester— License nos. MR283110 and MR282049;
81. As of the date of this Order, Trulieve has surrendered all its licenses in the Commonwealth;

### **Applicable Law**

82. An MTC shall Process Marijuana in a safe and sanitary manner. 935 CMR 501.105(3)(a);
83. An MTC shall Process the leaves and the flowers of the female Marijuana plant only, which shall be free of contamination by mold, rot, other fungus, pests, and bacterial



diseases satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*. 935 CMR 501.105(3)(a)3.;

84. Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 501.002: Manufacture. 935 CMR 501.002;
85. Every MTC shall have and follow a set of detailed written operating procedures. *See* 935 CMR 501.105(1);
86. Operating procedures shall include “policies and procedures to promote workplace safety consistent with the standards set forth under Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, *et seq.*, including the general duty clause whereby each employer: 1. Shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees; 2. Shall comply with occupational safety and health standards promulgated under 29 U.S.C. § 651, *et seq.*...” 935 CMR 501.105(1)(r)1. and 2.;
87. In addition to the general operational requirements and security requirements, MTCs shall comply with additional operational requirements including written policies and procedures for the production and distribution of Marijuana, which shall include, but not be limited to, policies and procedures for ensuring safety in all processing activities and the related uses of extraction equipment in compliance with the standards set forth in 527 CMR 1.00: *Massachusetts Comprehensive Fire Code*. *See* 935 CMR 501.130(5)(g);
88. MTCs shall maintain records of compliance with all Agent regulatory training requirements. Such records shall be maintained for four years and MTCs shall make such records available for inspection on request. *See* 935 CMR 501.105(2)(a)5.;
89. Acceptance of a provisional or final license constitutes an agreement by the MTC that it will adhere to the practices, policies, and procedures that are described in its application materials, as well as all relevant laws, regulations, and any conditions imposed by the Commission as part of licensure. 935 CMR 501.103(2)(d);

### **Commission Findings**

90. The Commission, through its Acting Executive Director, and Respondent have come to mutual agreement and understanding, and jointly propose to the Commission a resolution of the alleged violations in lieu of proceeding with an administrative hearing to determine the merits of such allegations. The terms and conditions of this Order are expressly subject to ratification by the full Commission. Pursuant to G.L. c. 10, § 76, three



Commissioners shall constitute a quorum and the affirmative vote of three Commissioners shall be required for ratification of this Order;

91. Respondent neither admits nor denies the findings set forth in Paragraphs 92 through 95 inclusive of all subparagraphs;
92. Respondent failed to comply with the following workplace safety operating procedures in violation of 935 CMR 501.105(1)(r)1. and 2.:
  - a. Respondent's Personal Protection SOP required that PPE appropriately protect workers against environmental hazards, be tailored to the method of exposure, and that Trulieve would continually assess hazards, select appropriate PPE, train employees on the use of that PPE, maintain written verification of that training, and ensure PPE was used;
  - b. Respondent did not provide records that it trained workers on the proper use of masks, maintain records of PPE training, or enforce mask use relative to operating the Mobius Mill or the Rocketbox;
  - c. Respondent did not continually assess hazards in the Flower Production and Pre-Roll Rooms following workplace safety incidents;
  - d. Respondent's Respiratory Protection SOP required identification of work areas or tasks where workers would need respirators and continual monitoring of work areas to ensure no new hazards emerged. Any workers exposed to respiratory hazards were required to undergo medical evaluation, fitness testing, and to receive proper use of respiratory equipment. The Respiratory Protection SOP also required Trulieve to "revise and update the hazard assessment as needed (*i.e.*, any time work process changes may potentially affect exposure)" or "if an employee feels that respiratory protection is needed during a particular activity";
  - e. While Respondent identified dust as a potential hazard in its Job Safety Analyses for Processing activities in the Pre-Roll Room, Respondent did not evaluate Marijuana dust as an allergen requiring a respirator, as such, did not provide production workers with respirators, require production workers to undergo medical evaluation, fitness training, or train workers on the proper use of respiratory equipment;
  - f. Respondent did not reassess hazards in the Pre-Roll Room or identify the need for additional PPE to protect against hazards after McMurrey experienced a medical emergency while working in the Pre-Roll Room and despite observations from production employees that the Mobius Mill and Rocketbox produced and generated Marijuana dust into the air throughout the day when in use and that all surfaces, including the floor, would be covered in kief;
  - g. Respondent did not revise and update its hazard assessments for Processing activities following workplace safety incidents;
  - h. Respondent's Industrial Hygiene Survey SOP required that Trulieve conduct a walking tour and also set initial and ongoing procedures for monitoring workplace safety conditions;



- i. Respondent did not produce records that it conducted Safety Audits from July 17, 2021 through January 2023;
  - j. Respondent's Industrial Hygiene Monitoring SOP established initial and ongoing procedures for monitoring workplace safety conditions that may "affect adversely the health, safety, and well-being of employees" and required periodic monitoring of workplace safety that included "selective monitoring of high-risk workers";
  - k. Respondent did not monitor workplace safety conditions in the Flower Production and Pre-Roll Rooms at the Holyoke facility after McMurrey's first workplace emergency or monitor McMurrey as a high-risk worker;
93. Respondent failed to maintain complete personnel records demonstrating compliance with all training requirements for its Agents at the Holyoke facility in violation of 935 CMR 501.105(2)(a)5.:
- a. Respondent did not maintain records of any compliance with training requirements for thirty-five (35) Agents at the Holyoke facility;
  - b. Respondent did not maintain records of compliance with minimum training requirements (*e.g.*, Responsible Vendor Training) for ninety-six (96) Agents at the Holyoke facility;
94. Throughout 2021 and into 2022, Respondent failed to Process Marijuana in a safe and sanitary manner in violation of 935 CMR 501.105(3)(a):
- a. Respondent operated the Mobius Mill and Rocketbox, machines that generate substantial amounts of Marijuana dust, in a small, fully enclosed room filled with production equipment and near multiple agents without policies or adequate PPE to protect workers from potential hazards;
  - b. While workers wore blue surgical masks due to COVID-19, Respondent did not implement and enforce its own safety recommendations and requirements from Job Safety Analyses for Processing activities including, but not limited to, PPE;
  - c. Respondent did not establish workplace safety SOPs in response to hazards identified in its Job Safety Analyses related to Processing activities;
  - d. Respondent did not reassess Processing activities in the Pre-Roll Room for hazards or potential mitigation after McMurrey was taken to the hospital on November 9, 2021 for breathing complications while working in the Pre-Roll Room;
  - e. Respondent did not reassess Processing activities in the Pre-Roll and Flower Production Room for hazards after McMurrey returned to work, even though she discussed her medical experience with other staff, had continued trouble breathing, was constantly coughing, and took frequent breaks to use an inhaler;
  - f. Respondent did not offer McMurrey a different position at the Holyoke facility after she had returned to work;
  - g. Respondent did not evaluate Marijuana dust generated from its Processing activities for its potential as an allergen, or take sufficient precautions to protect workers exposed to Marijuana dust;



95. During May 24, 2021–November 25, 2022, Respondent failed to implement operating procedures to ensure safety during the Processing of Marijuana in violation of 935 CMR 501.130(5)(g):
- a. As part of Respondent’s Processing activities, it used the Mobius Mill to grind unprocessed Marijuana to fill pre-rolls throughout 2021 and 2022;
  - b. Respondent did not have an SOP for the Mobius Mill until November 25, 2022;

**Stipulated Remedy**

96. In lieu of proceeding with an administrative hearing and subsequent proceedings, Respondent agrees to the stipulated remedies and terms set forth in Paragraphs 97 through 117, inclusive of all subparagraphs;
97. Respondent agrees to pay a monetary fine in the amount of three-hundred fifty thousand dollars (\$350,000.00) made payable by check or money order, payable to the order of the Cannabis Control Commission Marijuana Regulation Fund;
98. Payment shall be postmarked thirty (30) calendar days from the date this Order is ratified by Commission vote and be mailed to the following address:
- a. Via USPS:  
Cannabis Control Commission  
PO Box 412144  
Boston, MA 02241-2144
  - b. Via Courier/Overnight:  
Bank of America Lockbox Services  
Cannabis Control Commission 412144  
MA5-527-02-07  
2 Morrissey Boulevard  
Dorchester, MA 02125
99. Respondent shall provide to the Commission, on or before July 31, 2024, copies of any and all training and research materials identified on Schedule A hereto, to be used solely for the purposes provided for in Paragraph 100;
100. The Commission may use any of the documents and information identified in Schedule A for the benefit of the public health, safety, or welfare of the Commonwealth including, but not limited to, use in Commission research, publications, and public awareness campaigns, provided, however, that the Commission shall not identify or associate such materials with Respondent nor use any of Respondent’s marks in connection with the distribution of such materials. Such materials are being provided “as-is”, without any representation or warranty regarding the accurateness thereof or fitness for use for any particular purpose, and the Commission acknowledges that no representations or warranties, whether express or implied, are made with respect to such materials. The



parties agree that such materials are voluntarily provided to the Commission with the intent to be kept confidential for internal use by the Commission in developing governmental policy;

101. This Order is in no way intended to transfer copyright ownership of the materials described in Schedule A and shall in no way limit Respondent's rights or use of such materials;
102. This Order may be admissible as evidence in any future hearing before the Commission or used in connection with any future licensure or administrative actions by the Commission;
103. Any issues relating to the underlying complaint and investigation that formed the basis for this Order against Respondent (and any defenses that Respondent may have to such complaint or investigation) shall not be at issue in a proceeding against Respondent for failing to comply with the terms of this Order;
104. Respondent agrees that the Commission may consider this Order and the facts and circumstances described therein in connection with review of an application for licensure, renewal of licensure, or suitability review. Notwithstanding the foregoing, upon Respondent's full satisfaction of the monetary fine as set forth in Paragraph 97 and the other conditions herein, Respondent's License nos. RMD1365, RMD1735, RMD1736, MR282981, MR283110, MR282049, MC281999, MP281624, or MC282412 shall be deemed to have been relinquished in good standing and Respondent shall not be subject to a Mandatory Disqualification or a Presumptive Negative Suitability Determination as a result of the violations contained in this Order. Such licenses were voluntarily relinquished by Respondent for reasons unrelated to this Order, and such relinquishment is not, and shall not be considered to be, a condition of this Order;
105. Respondent acknowledges advisement of hearing rights and process of the proceedings and wishes to resolve all issues which were the subject of the investigation or in any way related to the investigation by entering into this Order;
106. If approved by the Commission and upon execution of all parties, this Order shall have the same force and effect as an order entered after formal hearing pursuant to 935 CMR 501.500(12), except that it may not be appealed. Failure to comply with the terms of this Order, including but not limited to failure to make a timely payment in accordance with Paragraph 98, may constitute the basis for further administrative action against Respondent;
107. Respondent acknowledges that the Commission advised Respondent of its opportunity to consult with an attorney of its choosing and Respondent represents that it had an opportunity to do so prior to signing this Order. Respondent acknowledges that it has been given a reasonable period of time in which to consider the terms of this Order before



signing it. Respondent acknowledges and confirms that it has entered into this Order voluntarily and of its own free will, without duress or coercion, and that it is competent to enter into this Order. Respondent acknowledges that it has carefully read and fully understands the meaning and intent of this Order;

108. Respondent further understands and knowingly and voluntarily waives the following rights:
- a. The right to proceed with the adjudicatory proceeding;
  - b. The right to cross-examine witnesses, subpoena witnesses, present evidence and testify on Respondent's own behalf at that hearing;
  - c. The right to appeal this Order;
109. Respondent consents to the terms and conditions described herein and agrees to waive its right to judicial review of this Order pursuant to G.L. c. 30A, § 14;
110. Upon the satisfaction of the Stipulated Remedies in Paragraphs 100 through 104, the Commission, on behalf of itself and its past and present successors, assigns and anyone acting or claiming to act on the Commission's behalf, and each of them, hereby release and forever discharge Respondent, its Owners, Persons or Entities Having Direct or Indirect Control, and its past and present successors, assigns and anyone acting or claiming to act on their behalf, and each of them, from any and all causes of action, known or unknown, asserted and not asserted, relating to the operation of License nos. RMD1365, RMD1735, RMD1736, MR282981, MR283110, MR282049, MC281999, MP281624, or MC282412, whether or not related to the matters described in this Order, which may have arisen from, or arisen from conduct occurring from, November 19, 2020 (the date the Commission issued Respondent its final license for RMD1365) until the date of this Order;
111. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect;
112. This Order shall be binding upon Respondent and shall inure to the benefit of the parties to this Order and their respective successors and assignees and shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts;
113. Upon ratification of this Order by the Commission, this Order shall become a permanent part of Respondent's record and shall be open to public inspection and disclosure pursuant to the Commission's standard policies and procedures or applicable law;





- 114. The Commission may reject the terms of this Order or otherwise deny ratification and entry of this Order. In such event, the terms of this Order shall be null and void and the parties will proceed to hearing;
- 115. This Order may be executed by e-mail and any signature delivered by either email or first-class mail shall be deemed to be as valid as an original signature;
- 116. All costs and expenses incurred by Respondent to comply with this Order shall be the sole responsibility of Respondent and shall not in any way be the obligation of the Commission; and
- 117. For purposes of addressing any future violations of this Order, the Commission regulations, 935 CMR 500.000, *et seq.*, and 935 CMR 501.000 *et seq.* shall include all later adopted regulations that are in effect at the time of the subsequent violation.

This Order is subject to ratification by the Commission. Upon ratification, this Order becomes binding on the Parties. Failure to comply with the above conditions may result in administrative action against Respondent up to and including suspension and/or revocation of licensure or registration.

**Respondent Life Essence, Inc. d/b/a Trulieve**

DocuSigned by:  
  
0558E18508924CA

5/29/2024

Life Essence, Inc. d/b/a Trulieve

Date Signed

**Commonwealth of Massachusetts Cannabis Control Commission**

Ratified by Commission vote ( \_\_\_ yes, \_\_\_ no, \_\_\_ abstain) on June \_\_\_, 2024.

\_\_\_\_\_  
Debra Hilton Creek, Acting Executive Director  
and Chief People Officer

\_\_\_\_\_  
Date Signed





## **SCHEDULE A**

1. Safety Data Sheet: Ground or Powdered Cannabis
2. Safety Data Sheet: Harvested Cannabis
3. Safety Data Sheet: Live Cannabis Plants
4. Safety Bulletin: Visitor Cannabis Allergen Awareness
5. Safety Bulletin: Cannabis Allergen Awareness
6. Draft Example SOP for Cannabis Allergens
7. Draft Example Cannabis Allergen Awareness and CASS Program Training Slides



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## Memorandum

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**To:** Acting Chair Concepcion and Commissioners Camargo, Roy, and Stebbins  
**Cc:** Debra Hilton-Creek, Acting Executive Director  
Michael Baker, Associate General Counsel  
Steve Laduzinski, Associate General Counsel  
Kate Flanagan, Executive Assistant  
**From:** Kristina Gasson, General Counsel  
**Date:** June 13, 2024  
**Subject:** June 2024 Public Meeting - Tri-annual Review of Executive Session Minutes  
– FOR INFORMATION

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**Summary Recommendation:** As part of the Commission’s tri-annual review process of executive session minutes,<sup>1</sup> the Legal Department reviewed twenty-nine sets of minutes not previously disclosed to the public. We recommend that these minutes continue to be withheld because the purpose of the executive sessions remain in effect.

**October 8, 2020.** The Commission entered executive session under Purpose 7, which allows the Commission to comply with, or act under the authority of, any general or special law. In this executive session, the Commission discussed matters subject to the Second Amended Protective Order (Protective Order) entered in the matter of United States v. Jasiel F. Correia, II & another, United States District Court for the District of Massachusetts Criminal Action No. 18-cr-10364-DPW.

*Recommendation:* Withhold, because the minutes address matters subject to the Protective Order, we recommend withholding the minutes.

**November 19, 2020.** The Commission entered executive session under Purpose 7, which is described above, specifically to discuss matters subject to the protective order and that involved Nature’s Medicine, Agricultural Healing, and Northeast Alternatives, Inc.

*Recommendation:* Withhold for the reason stated above.

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<sup>1</sup> This process satisfies the Commission’s statutory obligations to review executive session minutes. G. L. c. 30A, § 22 (g) (1).



**June 23, 2022 - Present**. The Commission entered executive session sixteen times under Purpose 9, which allows the board to meet or to confer with a mediator, as defined in G.L. c. 233, § 23C and G.L. c. 30A, §21. The Commission is relying on this purpose to develop a governance charter.

*Recommendation:* Withhold, because the development of a governance charter is still in process and there is a continuing basis for withholding these minutes until the Commission deliberates and approves the charter at an open session.

**Sept 14, 2023 - Present**. The Commission entered executive session eleven times under Purpose 3, which allowed the Commissioners to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigation position of the public body and the chair so declared.

*Recommendation:* Withhold, because there is an ongoing need to protect the litigation position of the Commission and discussing the content at an open session would have a detrimental effect. Therefore, the Commission should withhold these minutes until the Commission's litigation position is not negatively impacted.

***Cannabis Control Commission  
Job Description***

**Department:** Finance

**Reports to:** Director of Budget and Accounting

**Job Title:** Accounting Manager

**FLSA Status:** Exempt

**I. PURPOSE OF THE JOB**

Under the direction of the Director of Budget and Accounting, the Accounting Manager will contribute to the financial management responsibilities of the commission, as well as support the confidential and sensitive tasks and projects of the finance department. This position is required to contribute advanced technical accounting skills as well as the technological understanding and knowledge necessary to meet the current and future responsibilities of the department's duties and the requirements of the State Comptroller's office. The accounting manager must exercise independent judgment, be flexible and able to anticipate changes in their work roles and within the department and adapt to fulfill the demands of its operations.

**II. ESSENTIAL FUNCTIONS AND RESPONSIBILITIES**

- Responsible for general accounting and reconciliations for the commission including day-to day accounting functions, working closely with other members of the Finance team, other agency departments, and vendors to provide research and resolve purchase order, contract, encumbrance, invoice, or payment discrepancies
- Applies principles of accounting and ensures procedures are consistent with GAAP, Comptroller and Commission policy, as well as internal control policies
- Responsible for analysis, reporting, and interpretation of accounting information in order to evaluate performance against budget, and other matters bearing on the fiscal soundness and operating effectiveness of the organization
- Assists in the analysis of variances between actual expenses to budget
- Assist in the implementation and maintenance of new budgeting software
- Prepares and assists with accounting reconciliations for monthly, quarterly and year-end financial information
- Monitors and updates policies and procedures for the MMARS and internal accounting processes
- Develops standard and custom queries using the Commonwealth Information Warehouse (CIW) for accurate payment, payroll and revenue analysis and reporting needs
- Responsible for solving problems that arise in accounting and directing their resolution
- Evaluates internal control procedures, identifies weaknesses in internal controls and recommends restructuring/improvements
- Responsible for overseeing the billing and tracking of budgets for grants
- Complete monthly reconciliation of bank accounts and resolve discrepancies
- Responsible for the monthly audit of P-Card transactions and documentation review
- With excellent analytical skills, you will prepare detailed reports, manage budgets, and provide guidance on financial matters
- Provide training to departments within the commission



### **III. OTHER DUTIES AND RESPONSIBILITIES**

- Maintain the highest standards of personal, professional and ethical conduct and support the Commission's goals for a diverse and culturally aware workforce
- Assist in other finance and administrative duties
- Participate in ad hoc projects and perform related duties as assigned

### **V. KNOWLEDGE AND SKILLS**

- In-depth knowledge of MMARS and CIW
- Strong knowledge of Massachusetts state finance law and policy
- Ability to utilize databases and run queries
- Strong knowledge of Microsoft Office applications
- Excellent listening, interpersonal, written and oral communications skills
- Adept at presenting information in an accurate and concise format
- Ability to think critically and strategically
- Organized self-starter and effective collaborator, showing strong interest in systems and process improvement
- Able to seek opportunities to resolve problems, achieve goals, or otherwise advance the Commission's mission

### **VI. EDUCATION AND EXPERIENCE**

- Bachelor's Degree in accounting, business, finance or similar field required; advance degree preferred
- Minimum of 4-6 years of related work experience in accounting or finance
- Experience with and understanding of state financial systems
- Working knowledge and understanding of Commonwealth fiscal and budget process
- Working knowledge of accounting principles and internal controls
- Experience in applying generally accepted accounting principles (GAAP), financial accounting theory, practice and experience
- Experience communicating effectively with upper levels of management

**VI. SALARY RANGE:      \$86,520-\$108,150**

#### **Benefits Package:**

The Commission is pleased to offer a comprehensive benefits package to its employees. The specific components and eligibility may vary based on position classification, hours worked per week and other variables. Therefore, specific benefits for this position may be discussed as part of the interview and offer process.

This position is non-civil service. This position is an exempt position.

The overall benefits available include: paid vacation, sick and personal leave time, health, dental and vision insurance through the Commonwealth's Group Insurance, and optional pre-tax Health Savings Account plans.

In addition, the Commission provides employees the opportunity to elect life insurance, long term disability insurance, deferred compensation savings, tuition remission and pre-tax commuter account plans, along with other programs.

The Commission employees also participate in the Commonwealth's State Retirement Plan, which can become a defined benefit plan for those that both vest and subsequently retire from State service. Follow this link for additional retirement information: <http://www.mass.gov/treasury/retirement/state-board-of-retire/>.

#### **Commitment to Diversity:**



The Commission is committed to building a diverse staff across its entire agency and at all levels. The Commission is an equal opportunity/affirmative action employer.

**Notice of Required Background Check – Including Tax Compliance:**

The Commission requires a background check on all prospective employees as a condition of employment.

Candidates should be aware of this requirement but should also know that such background check is not initiated until:

1. A candidate is invited to a second or subsequent interview, and
2. The candidate has signed the Background Check Authorization Form and related releases.

This background check includes a Criminal Offender Record Information (CORI) check, Federal IRS and Department of Revenue state tax compliance on all prospective employees as a condition of their employment.

Candidates with advanced degrees and professional licenses may have these credentials verified. Individuals other than those references provided by a candidate may be contacted while completing a full background and qualification check.

Those candidates invited to interview will be contacted by the Commission. Unfortunately, due to the anticipated high volume of applicants for this vacancy, we are unable to provide status updates to specific individuals.



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## Memorandum

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**To:** Commissioners  
**Cc:** Debra Hilton-Creek, Acting Executive Director  
**From:** Matt Giancola, Director of Government Affairs and Policy  
**Date:** June 13, 2024  
**Subject:** **June 2024 Government Affairs Update**

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### Municipal Update

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#### **Municipal Law Unit**

The Attorney General's Municipal Law Unit (MLU) issued [two marijuana-related decisions](#) this past month:

Town of Winchendon: The MLU made comments regarding Marijuana-related text in the Town's Zoning bylaws putting the Town on notice of conflicts with Commission regulation including the method of measuring buffer zones, definitions, and references to the Department of Public Health. The MLU also recommended the town revisit their method of overturning their prohibition on Social Consumption establishments due to the recent passage of Chapter 180 of the Acts of 2022 which allows for a ballot vote or a bylaw adoption.

Town of Douglas: The MLU denied approval of a general bylaw because the town had already regulated land use through a zoning bylaw. The MLU relied on the Valley Green Grow, Inc. v. Town of Charlton case, where the court ruled that a town cannot ban adult-use marijuana through a general bylaw if it has already regulated it through zoning bylaws.







# Cannabis Control Commission

Monthly Public Meeting

June 13, 2024 at 10:00 a.m.

Via Microsoft Teams



# Agenda

1. Call to Order
2. Commissioners' Comments & Updates
3. Minutes
4. Acting Executive Director and Commission Staff Report
5. Executive Session
5. Staff Recommendations on Changes of Ownership
6. Staff Recommendations on Renewal Licenses
7. Staff Recommendations on Provisional Licenses
8. Staff Recommendations on Final Licenses
9. Enforcement Actions
10. Commission Discussion and Votes
11. New Business Not Anticipated at the Time of Posting
12. Next Meeting Date
13. Adjournment

# Acting Executive Director Report

- Investigations and Enforcement Bulletins



# Acting Executive Director Report: Recruitment Update

<b>POSITION</b>	<b>TEAM</b>	<b>STATUS</b>
<b>Associate General Counsel</b>	Legal	Phone screens in progress.
<b>Chief of Investigation &amp; Enforcement</b>	I & E	Interviewing – Last interview possibly Friday, then offer.
<b>Communications Manager</b>	Comms	Internal Promotion – Manager decision pending.
<b>Communication Specialist</b>	Comms	Resumes in Review
<b>Constituent Services</b>	CS	Internal – Interviews completed; Manager decision pending.
<b>Deputy GC</b>	Legal	Posted – Resumes Incoming.
<b>Desktop Support Analyst</b>	IT	Interviewing – 2 <sup>nd</sup> interview scheduled w/strong candidate.
<b>Developer/Power Platform Administrator</b>	IT	Resumes in Review
<b>Digital Media Specialist</b>	Digital	Phone screens in progress.
<b>Enforcement Counsel</b>	I & E	Internal - Offer and Acceptance
<b>Executive Assistant</b>	Exec. Offices	Resumes in Review



# Acting Executive Director Report: Recruitment Update, ctd.

POSITION	TEAM	STATUS
<b>EXECUTIVE DIRECTOR IN PROGRESS</b>	Exec. Offices	<b>Commission's Sub-Committee convenes on 6/14/2024</b>
<b>Fiscal Specialist</b>	Finance	Resumes in Review
<b>General Counsel</b>	Legal	Posted this week.
<b>Hearing Officer</b>	Legal/I & E	Phone Screens Completed – Manager review in progress.
<b>HR Manager</b>	HR	Repost/Resumes in Review
<b>Investigators (x2)</b>	I & E	Interviewing
<b>Manager, Community Outreach</b>	EPCO	Internal Promotion - Offer Made
<b>Press Secretary</b>	Comms	Interviews Scheduled for Next Week
<b>Project Coordinator</b>	Research	Interviews Scheduled
<b>Project Manager/Procurement</b>	Fiscal	Resumes in Review



# Highlights from Licensing Data

- 11 applications awaiting first review
- 20 applications awaiting supplemental review
- 4 applications for Provisional License consideration
- 11 licensees for Final License consideration
- 87,335 certified active patients



# Licensing Applications | June 13, 2024

The totals below are number of approvals by stage.

Type	#
Pre-Certified/Delivery Endorsed Microbusiness	206
Provisionally Approved	141
Provisional License	504
Final License	50
Commence Operations	666
<b>Total</b>	<b>1,567</b>

➔ + 22.4%

\* Note: This represents the percent increase since June 2023.

*Provisionally approved means approved by the Commission but has not submitted license fee payment yet – provisional license has not started*



# Licensing Applications | June 13, 2024

Type	Pending Application	Pre-Certified Endorsement	Initial License Declined	Provisionally Approved	Provisional License	Final License	Commence Operation	Total
Craft Marijuana Cooperative	2	N/A	0	0	4	0	0	6
Marijuana Courier License	11	N/A	0	1	12	1	10	35
Marijuana Courier Pre-Certification	14	103	0	N/A	N/A	N/A	N/A	117
Independent Testing Laboratory	1	N/A	0	2	2	0	16	21
Marijuana Cultivator	43	N/A	2	46	191	24	134	440
Marijuana Delivery Operator License	10	N/A	0	0	21	1	12	44
Marijuana Delivery Operator Pre-Certification	18	101	0	N/A	N/A	N/A	N/A	119
Marijuana Microbusiness	6	N/A	0	4	12	2	5	29
Marijuana Product Manufacturer	29	N/A	1	47	136	14	116	343
Marijuana Research Facility	5	N/A	0	1	1	0	0	7
Marijuana Retailer	50	N/A	2	38	121	7	364	582
Marijuana Transporter with Other Existing ME License	5	N/A	0	2	5	0	3	15
Microbusiness Delivery Endorsement	1	3	0	0	0	1	1	6
Third Party Transporter	10	N/A	0	0	0	0	5	15
Standards Laboratory	0	N/A	0	0	0	0	0	0
<b>Total</b>	<b>205</b>	<b>207</b>	<b>5</b>	<b>141</b>	<b>505</b>	<b>50</b>	<b>666</b>	<b>1,779</b>





# Non-Active Licenses By Stage | June 13, 2024

Type	Provisional License	Final License	Commence Operation	Total
Craft Marijuana Cooperative	3	0	0	3
Marijuana Courier License	7	1	3	11
Independent Testing Laboratory	2	0	0	2
Marijuana Cultivator	89	2	10	101
Marijuana Delivery Operator License	13	0	2	15
Marijuana Microbusiness	6	0	1	7
Marijuana Product Manufacturer	60	1	9	70
Marijuana Research Facility	0	0	0	0
Marijuana Retailer	39	0	9	48
Marijuana Transporter with Other Existing ME License	0	0	0	0
Microbusiness Delivery Endorsement	0	0	0	0
Third Party Transporter	0	0	0	0
Standards Laboratory	0	0	0	0
<b>Total</b>	<b>219</b>	<b>4</b>	<b>34</b>	<b>257</b>





The Commission is in Executive Session and will return



# Staff Recommendations on Licensure

# Staff Recommendations: Changes of Ownership

1. Baked Beans Farm, LLC
2. Hennep, Inc.



# Staff Recommendations: Renewals

1. Blossom Flower, LLC (#MPR244150)
2. Blossom Flower, LLC (#MXR126671)
3. BLUE SKY ORGANICS LLC (#MDR272571)
4. Green Gold Group Inc (#MCR140754)
5. Green Gold Group, INC (#MRR206833)
6. Ocean Breeze Cultivators LLC (#MRR206836)



# Staff Recommendations: Provisional Licenses

1. GreenSoul Organics, Inc. (#MCN283834), Marijuana Cultivator, Tier 6 / Indoor
2. GreenSoul Organics, Inc. (#MPN282257), Marijuana Product Manufacturer
3. Native Sun Wellness, Inc. (#RMDA4128), Medical Marijuana Treatment Center
4. Surf's Up Cannabis Ventures, LLC (#MRN285057)



# Staff Recommendations: Final Licenses

1. Blossom Flower, LLC (#MD1271), Marijuana Delivery Operator
2. Blossom Flower, LLC (#MP282139), Marijuana Product Manufacturer
3. Blossom Flower, LLC (#MX281418), Marijuana Existing Licensee Transporter
4. Blue Sky Organics, LLC (#MD1264), Marijuana Delivery Operator
5. CommCan, Inc. – Mansfield (#MTC1686), Medical Marijuana Treatment Center
6. CommCan, Inc. (#MR284925), Marijuana Retailer
7. Ember Gardens Cape Cod, LLC (#MR284542), Marijuana Retailer
8. Euphorium, LLC (#MC283845), Marijuana Cultivator, Tier 1 / Indoor
9. Euphorium, LLC (#MP282263), Marijuana Product Manufacturer
10. Euphorium, LLC (#MR284560), Marijuana Retailer
11. JMK Gardening, LLC (#MR284654), Marijuana Retailer
12. Mint Retail Facilities, LLC (#MR283295), Marijuana Retailer
13. Ocean Breeze Cultivators, LLC (#MR283656), Marijuana Retailer
14. Riverside Agriculture, LLC (#MR28327), Marijuana Retailer
15. Silver Therapeutics, Inc. (#MR283074), Marijuana Retailer



# Enforcement Actions

1. Life Essence, Inc. d/b/a Trulieve







**The Commission is in recess  
until**



# Commission Discussion & Votes

# Commission Discussion & Votes

1. Executive Director Search Update
2. CCC Key Priorities and Operational Changes
3. Federal Public Comment Period for Rescheduling
4. Island Transportation Discussion
5. Tri-Annual Review of Executive Session Minutes
6. Job Description: Accounting Manager



# Executive Director Search Update

<p><b>MAY 8th thru JUNE 15th</b></p> <p><b>MAY 22nd</b></p> <p><b>MAY 23rd</b></p> <p><b>MAY 24th to JUNE 15th</b></p> <p><b>Number of Applicants as of Launch</b></p>	<p>Launched 2 Weeks into the “Accepting Applications” Phase <b>CLOSING JUNE 15th</b></p> <p>OML Compliance/Guidance Document Shared with Sub-Committee</p> <p>Voting Members of Sub-Committee Approved by Commission</p> <p>Sub-Committee Convenes <b>JUNE 14th</b></p> <p><b>142/162 (as of 6/12)</b> Screening of Applicants will most likely begin during this timeframe.</p> <p><b>Position Closes on June 15th</b></p>
<p><b>JUNE 16th to JUNE 30<sup>th</sup></b> <b>Commission’s Sub-Committee Convenes</b> <b>June 14, 2024</b></p>	<p>Screening of Applicants <b>Begins</b> Selection of Candidates to be Interviewed <b><u>Screening May Continue at the Commission’s Discretion for Applications Received after the Deadline</u></b> <b>Sub-Committee makes recommendations to Voting members as to which candidates are moved forward for interviews.</b> <b>Sub-Committee Chair informs full Commission.</b></p>



# Executive Director Search Update

<b>JULY 1 to JULY 13<sup>th</sup></b>	Scheduling of 1st Round Interviews <b>Most likely will be in-state candidates; later in the process for those out-of-state candidates of interest to the Commission.</b> 1st round interviews could possibly extend into August for out-of-state candidates.
<b>JULY 14<sup>th</sup> to JULY 31<sup>st</sup></b>	First Round Interviews are Conducted Scheduling of 2nd Round Interviews
<b>AUGUST 1<sup>st</sup> to AUGUST 15<sup>th</sup></b>	2nd Round Interviews are Conducted Scheduling of Final Round 2nd round interviews could possibly extend into September for out-of-state candidates.



# Executive Director Search Update

<p><b>AUGUST 22<sup>nd</sup> to SEPTEMBER 15<sup>th</sup></b></p>	<p>Final Round of Interviews Conducted Candidates to Interview at Public Meeting 🕒 Ideally/Possibly at the 1st September PM</p>
<p><b>SEPTEMBER 16<sup>th</sup> to 30<sup>th</sup></b></p> <p><b>ANNOUNCEMENT OF COMMISSION'S SELECTION</b></p> <p><b>OFFER MADE TO SELECTED CANDIDATE and START DATE DETERMINED</b></p>	<p><b>Commissioner's Choose New ED</b></p> <p>Potential announcement of offer and acceptance at the 2nd September PM</p> <p><i>AT THE DISCRETION OF THE COMMISSION</i></p>



# CCC Key Priorities and Operational Changes

Motion to direct Acting Executive Director (AED) Debbie Hilton-Creek to prioritize her Chief People Officer (CPO) hiring and Human Resources duties until a new Executive Director (ED) is hired and onboarded and to delegate the following responsibilities to the Commission's Chiefs to effectuate that purpose:

the General Counsel (GC) to oversee all legal issues affecting the Commission including, but not limited to, labor and employment; contracts and procurement; litigation and claims; public records; open meeting law; ethics and the promulgation of regulations;

the Chief of Investigations and Enforcement (CIE) to oversee all matters related to investigations/compliance, enforcement/enforcement actions, and licensing matters otherwise delegated to the Executive Director;

the Chief Financial and Accounting Officer (CFAO) to oversee and lead in budget preparation, spend planning, procurements, funding, books of account and accounting records;

the Chief Technology and Innovation Officer (CTIO) to oversee all information technology, cybersecurity, and internal control planning;

the Chief Research Officer (CRO) to oversee all research activities mandated by statute, consistent with the overall goal to support the work of the Commission and be a leading cannabis research resource center;

the Chief Communications Officer (CCO) to oversee all activities regarding traditional communications, digital and creative services, government affairs, and equity programming and community outreach.

In the event of an absence of a Chief, the Directors of the respective departments will have oversight of their individual business units and activities.





# Federal Public Comment Period for Rescheduling of Marijuana

Matt Giancola,

Director of Government Affairs and Policy



# Timeline of Federal Public Comment Period for Rescheduling of Marijuana

- **October 2022** – President Biden initiates a review of federal cannabis policy, focusing on evaluating its scheduling status under the Controlled Substances Act.
- **August 29, 2023** – Department of Health and Human Services (HHS) recommended to the DEA the rescheduling of marijuana from Schedule I to Schedule III under the CSA, acknowledging its potential medical use and lower abuse potential.
- **September 13, 2023** – The Congressional Research Service released a document to Congress outlining potential implications of rescheduling marijuana to Schedule III.
- **May 16, 2024** – DEA announced its intention to reclassify marijuana as a Schedule III drug, recognizing its medical use and lower abuse potential.
- **May 21, 2024** – DEA released their proposed rule in the Federal Register calling for public comments.
- **July 22, 2024** – Public Comments Due



# Federal Public Comment Period for Rescheduling of Marijuana

- Summary of the Rule:

The Department of Justice proposes reclassifying marijuana from Schedule I to Schedule III of the Controlled Substances Act, aligning with the Department of Health and Human Services view on its medical use and abuse potential.

- The public is invited to submit comments by **July 22, 2024** to the Department of Justice through the Federal eRulemaking Portal at <https://www.regulations.gov> or by mail.
- Once comments are submitted, the DOJ is required to respond to every unique, fact-based comment.
- All comments and responses by the DOJ are public record and available for inspection online.
- Comments help influence policy decisions and impact regulatory outcomes.



# Commission Discussion & Votes

4. Island Transportation Discussion
5. Tri-Annual Review of Executive Session Minutes
6. Job Description: Accounting Manager





# Upcoming Meetings & Adjournment

# Upcoming Meetings and Important Dates

*Public Meeting dates are tentative and subject to change*

Next Meeting Date
<b>July 11, 2024</b> Monthly Public Meeting 10:00am Remote via Microsoft Teams

2024 Public Meetings*
August 8
September 12
October 10
November 14
December 12





# Additional Licensing Data

# Licensing Applications | June 13, 2024

*The totals below are all license applications received to date.*

Type	#
Pending	205
Withdrawn	1,400
Incomplete	8,187
Denied	5
Approved: Delivery Pre-certifications	204
Approved: Delivery Endorsements	5
Approved: Licenses	1,357
<b>Total</b>	<b>11,363</b>



# Licensing Applications | June 13, 2024

*The totals below are number of licenses approved by category.*

Type	#
Craft Marijuana Cooperative	4
Marijuana Courier	24
Marijuana Delivery Operator	34
Independent Testing Laboratory	20
Marijuana Cultivator	385
Marijuana Microbusiness	35
Marijuana Product Manufacturer	309
Marijuana Research Facility	2
Marijuana Retailer	529
Marijuana Third Party Transporter	5
Marijuana Transporter with Other Existing ME License	10
<b>Total</b>	<b>1,357</b>





# Licensing Applications | June 13, 2024

Status	#
Application Submitted: Awaiting Review	3
Application Reviewed: More Information Requested	201
Application Deemed Complete: Awaiting 3rd Party Responses	15
All Information Received: Awaiting Commission Consideration	3
Applications Considered by Commission (includes Delivery Pre-Cert)	1,571
<b>Total</b>	<b>1,783</b>



# Licensing Applications | June 13, 2024

*The totals below are applications that have submitted all four packets and are pending review.*

Type	#
Craft Marijuana Cooperative	2
Delivery-Only Provisional Licensure (Part 2)	11
Delivery-Only Pre-Certification (Part 1)	14
Independent Testing Laboratory	1
Marijuana Cultivator	43
Marijuana Delivery Operator Provisional License (Part 2)	10
Marijuana Delivery Operator Pre-Certification (Part 1)	18
Marijuana Microbusiness	6
Marijuana Product Manufacturer	29
Marijuana Research Facility	5
Marijuana Retailer	50
Marijuana Transporter with Other Existing ME License	5
Microbusiness Delivery Endorsement	1
Third Party Transporter	10
<b>Total</b>	<b>205</b>



# Licensing Applications | June 13, 2024

Type	Pending Application	Pre-Certified Endorsement	Initial License Declined	Provisionally Approved	Provisional License	Final License	Commence Operation	Total
Marijuana Cultivator (Indoor)	33	N/A	1	41	172	22	109	<b>378</b>
Marijuana Cultivator (Outdoor)	10	N/A	1	5	19	2	25	<b>62</b>
<b>Total</b>	<b>43</b>	<b>N/A</b>	<b>2</b>	<b>46</b>	<b>191</b>	<b>24</b>	<b>134</b>	<b>440</b>



# Licensing Applications | June 13, 2024

*Of 1,357 applications approved by the Commission, the following applications have Economic Empowerment Priority Review, Social Equity Program Participant, and/or Disadvantaged Business Enterprise status. Please note, applicants June hold one or more statuses. **Please note that the end total represents the total number of applications/licenses at that step in the licensure process.***

Type	Economic Empowerment	Social Equity Program	Disadvantaged Business Enterprise	Total
Pre-Certified/Delivery Endorsed Microbusiness	43	170	29	242
Provisionally Approved	12	21	29	62
Provisional License	32	83	101	216
Final License	1	6	8	15
Commence Operations	28	51	79	158
<b>Total</b>	<b>116</b>	<b>331</b>	<b>246</b>	<b>693</b>

-2.22%

+0.00%

-8.45%



# Licensing Applications | June 13, 2024

*The totals below are distinct license numbers that have submitted all required packets.*

**The 1,790 applications represent 1,018 separate entities**

Type	#
MTC Priority	259
Economic Empowerment Priority	135
Expedited Review	676
General Applicant	720
<b>Total</b>	<b>1,790</b>

Type	#
Expedited: License Type	79
Expedited: Social Equity Participant	344
Expedited: Disadvantaged Business Enterprise	191
Expedited: Two or More Categories	62
<b>Total</b>	<b>676</b>



# Licensing Applications – EE Only | June 13, 2024

Type	Pending Application	Pre-Certified Endorsement	Initial License Declined	Provisionally Approved	Provisional License	Final License	Commence Operation	Total
Craft Marijuana Cooperative	0	N/A	0	0	0	0	0	0
Marijuana Courier License	3	N/A	0	0	4	0	4	11
Marijuana Courier Pre-Certification	3	29	0	N/A	N/A	N/A	N/A	32
Independent Testing Laboratory	0	N/A	0	0	0	0	0	0
Marijuana Cultivator	2	N/A	0	3	5	0	0	10
Marijuana Delivery Operator License	1	N/A	0	0	4	0	2	7
Marijuana Delivery Operator Pre-Certification	1	14	0	N/A	N/A	N/A	N/A	15
Marijuana Microbusiness	0	N/A	0	0	0	0	0	0
Marijuana Product Manufacturer	1	N/A	0	4	3	0	2	10
Marijuana Research Facility	1	N/A	0	0	0	0	0	1
Marijuana Retailer	4	N/A	0	4	15	1	20	44
Marijuana Transporter with Other Existing ME License	0	N/A		1	1	0	0	2
Microbusiness Delivery Endorsement	0	0	0	0	0	0	0	0
Third Party Transporter	1	N/A	0	0	0	0	0	1
Standards Laboratory	0	N/A	0	0	0	0	0	0
<b>Total</b>	<b>17</b>	<b>43</b>	<b>0</b>	<b>12</b>	<b>32</b>	<b>1</b>	<b>28</b>	<b>133</b>



# Licensing Applications – SEP Only | June 13, 2024

Type	Pending Application	Pre-Certified Endorsement	Initial License Declined	Provisionally Approved	Provisional License	Final License	Commence Operation	Total
Craft Marijuana Cooperative	0	N/A	0	0	1	0	0	1
Marijuana Courier License	7	N/A	0	1	8	1	7	24
Marijuana Courier Pre-Certification	11	80	0	N/A	N/A	N/A	N/A	91
Independent Testing Laboratory	0	N/A	0	0	0	0	0	0
Marijuana Cultivator	3	N/A	0	7	19	2	6	37
Marijuana Delivery Operator License	6	N/A	0	0	18	1	10	35
Marijuana Delivery Operator Pre-Certification	16	88	0	N/A	N/A	N/A	N/A	104
Marijuana Microbusiness	0	N/A	0	0	4	0	1	5
Marijuana Product Manufacturer	4	N/A	0	8	15	1	7	35
Marijuana Research Facility	0	N/A	0	0	0	0	0	0
Marijuana Retailer	14	N/A	1	4	17	0	18	54
Marijuana Transporter with Other Existing ME License	1	N/A	0	1	2	0	1	5
Microbusiness Delivery Endorsement	1	3	0	0	0	1	1	7
Third Party Transporter	1	N/A	0	0	0	0	0	1
Standards Laboratory	0	N/A	0	0	0	0	0	0
<b>Total</b>	<b>64</b>	<b>171</b>	<b>1</b>	<b>21</b>	<b>84</b>	<b>6</b>	<b>51</b>	<b>398</b>



# Cultivation Applications | June 13, 2024

Type	Pending Application	Initial License Declined	Provisionally Approved	Provisional License	Final License	Commence Operation	Total
Microbusiness w/ Tier 1 Cultivation (up to 5,000 sq. Ft.)	0	0	3	4	2	5	14
Cultivation Tier 1 (Up to 5,000 sq. ft.)	13	0	4	43	6	27	93
Cultivation Tier 2 (5,001-10,000 sq. ft.)	6	0	9	54	9	35	113
Cultivation Tier 3 (10,001-20,000 sq. ft.)	4	2	8	40	3	21	78
Cultivation Tier 4 (20,001-30,000 sq. ft.)	1	0	4	14	2	12	33
Cultivation Tier 5 (30,001-40,000 sq. ft.)	2	0	9	8	1	11	31
Cultivation Tier 6 (40,001-50,000 sq. ft.)	3	0	5	8	0	6	22
Cultivation Tier 7 (50,001-60,000 sq. ft.)	2	0	1	4	1	4	12
Cultivation Tier 8 (60,001-70,000 sq. ft.)	1	0	0	1	0	2	4
Cultivation Tier 9 (70,001-80,000 sq. ft.)	3	0	1	3	1	2	10
Cultivation Tier 10 (80,001-90,000 sq. ft.)	1	0	1	1	0	6	9
Cultivation Tier 11 (90,001-100,000 sq. ft.)	7	0	4	15	1	8	35
<b>Total</b>	<b>43</b>	<b>2</b>	<b>49</b>	<b>195</b>	<b>26</b>	<b>139</b>	<b>454</b>
<b>Total Maximum Canopy (Sq. Ft.)</b>	<b>1,685,000</b>	<b>40,000</b>	<b>1,645,000</b>	<b>4,855,000</b>	<b>530,000</b>	<b>3,910,000</b>	

+63.3%

+11.5%

\* Note: percentage is of “Total” commence operations licenses

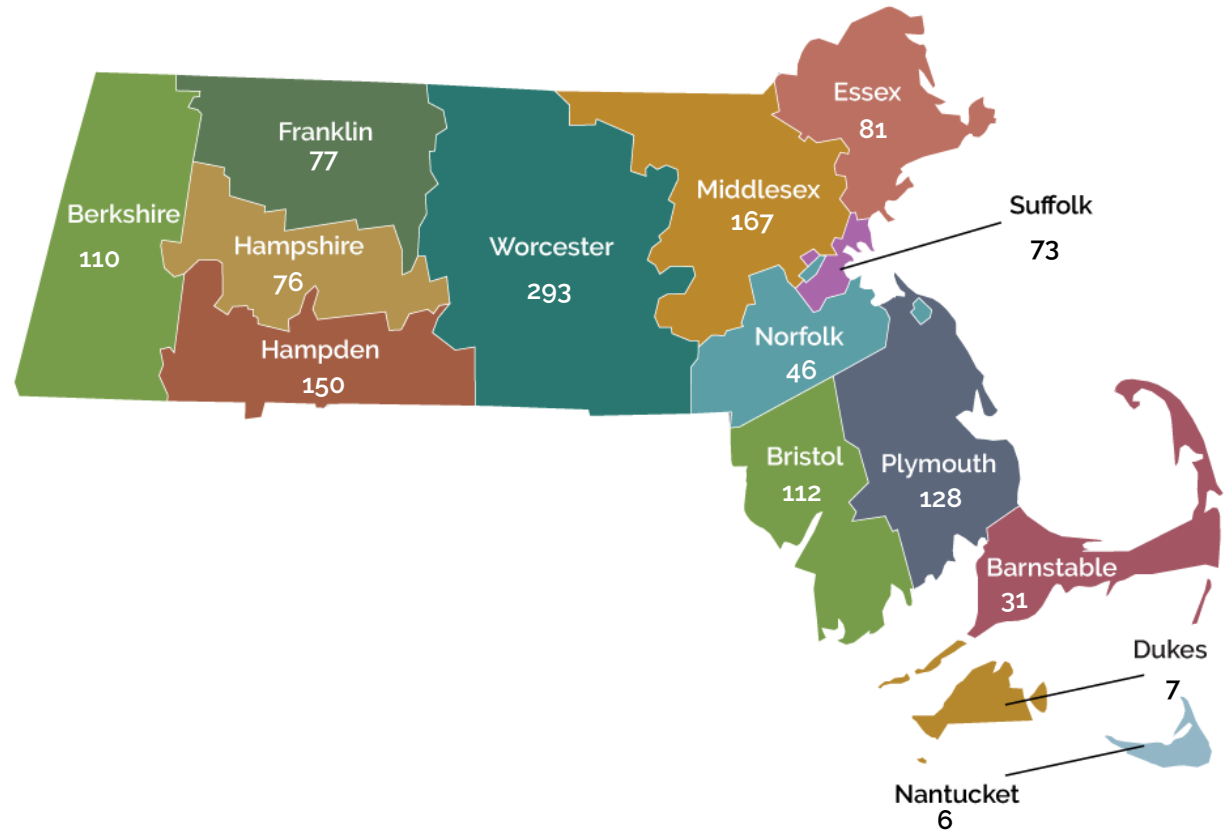




# Marijuana Establishment Licenses | June 13, 2024

*The totals below represent entities in each county that have achieved at least a provisional license*

County	#	+/-
Barnstable	31	0
Berkshire	110	0
Bristol	112	0
Dukes	7	0
Essex	81	0
Franklin	77	1
Hampden	150	0
Hampshire	76	0
Middlesex	167	0
Nantucket	6	0
Norfolk	46	2
Plymouth	128	0
Suffolk	73	0
Worcester	293	1
<b>Total</b>	<b>1,357</b>	<b>4</b>



# MMJ Licensing and Registration Data | June 13, 2024

*The numbers below are a snapshot of the program for the month of June.*

MTC Licenses	#
Provisional	24
Final	0
Commence Operations	<b>106</b>
License Expired	61
<b>Total</b>	<b>191</b>

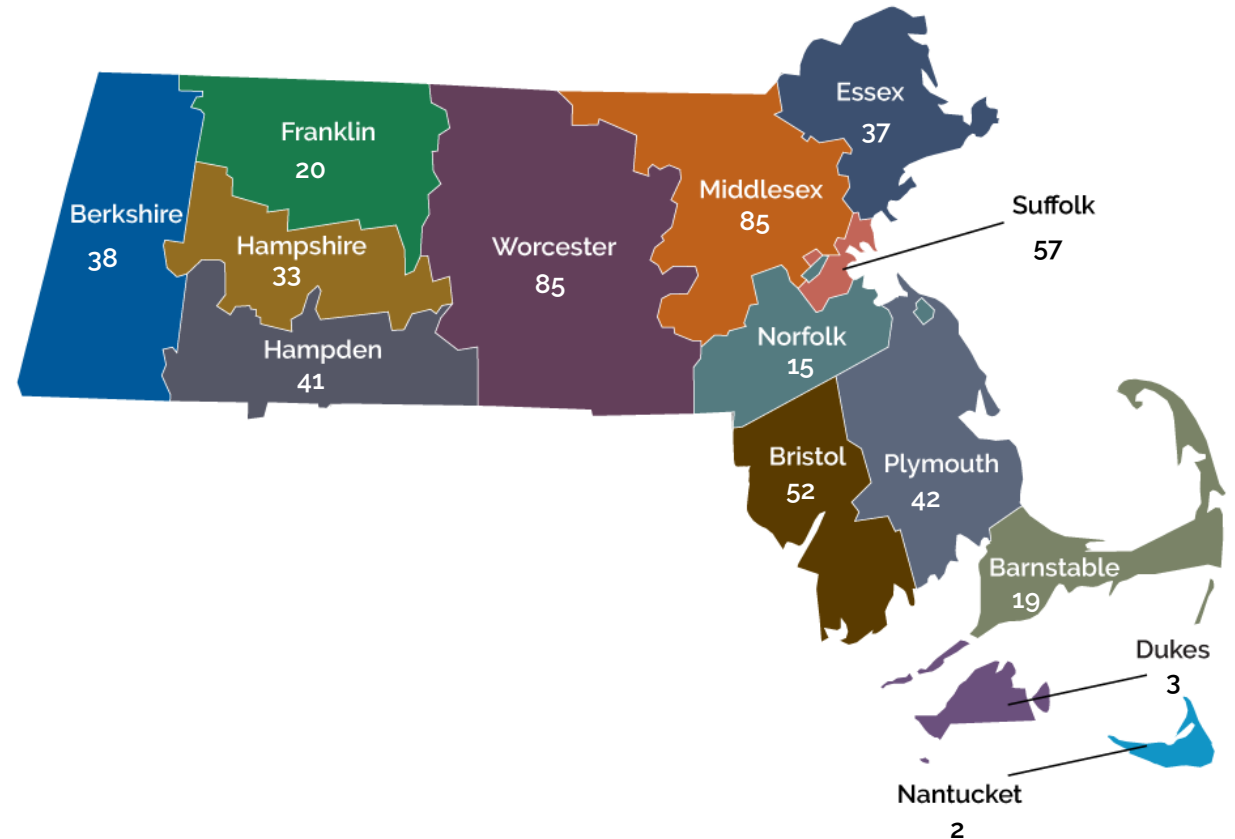
MMJ Program	#
Certified Patients	92,502
Certified Active Patients	87,335
Active Caregivers	6,690
Registered Certifying Physicians	330
Registered Certifying Nurse Practitioners	118
Registered Physician Assistants	1
Ounces Sold	100,240



# Marijuana Retailer Licenses | June 13, 2024

*The totals below are the total number of retail licenses by county.*

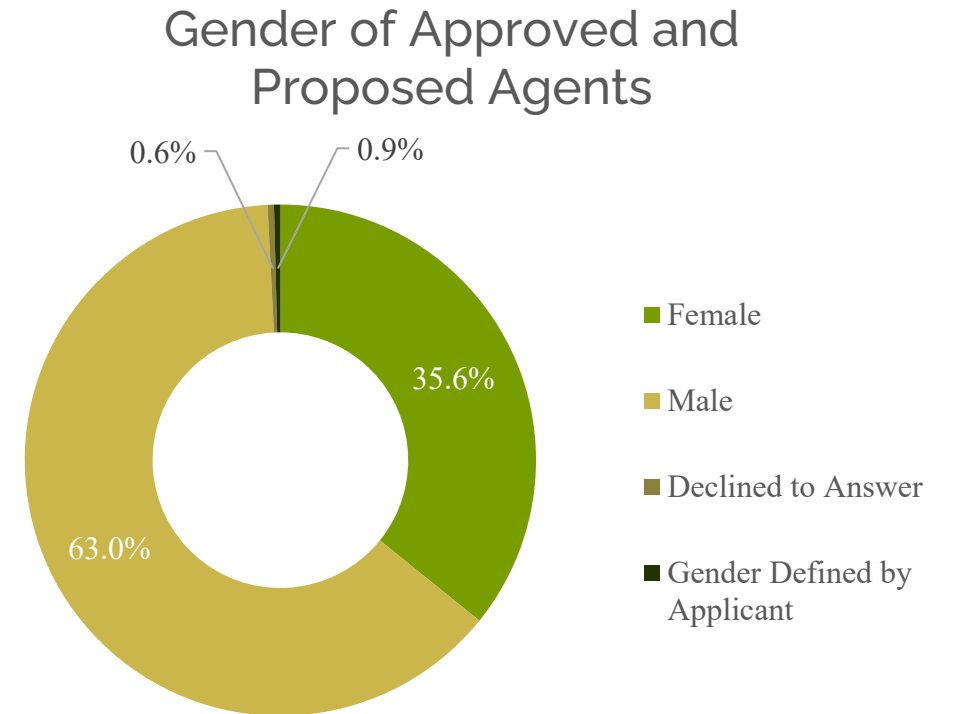
County	#	+/-
Barnstable	19	0
Berkshire	38	0
Bristol	52	0
Dukes	3	0
Essex	37	0
Franklin	20	0
Hampden	41	0
Hampshire	33	0
Middlesex	85	0
Nantucket	2	0
Norfolk	15	2
Plymouth	42	0
Suffolk	57	0
Worcester	85	0
<b>Total</b>	<b>529</b>	<b>2</b>



# Agent Applications | June 13, 2024

*Demographics of Approved and Pending Marijuana Establishment Agents*

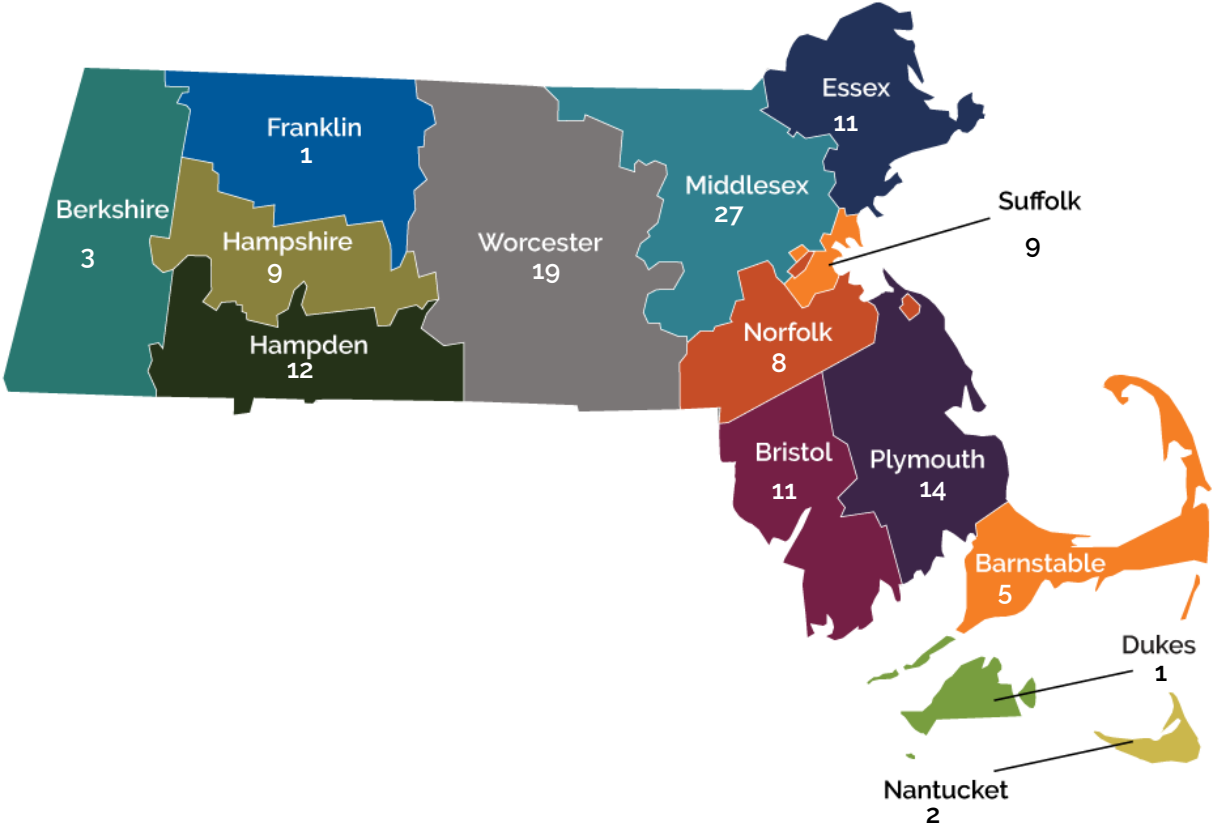
Gender	#	%
Female	8,329	35.6%
Male	14,719	63.0%
Declined to Answer	199	0.9%
Gender Defined by Applicant	129	0.6%
<b>Total</b>	<b>23,376</b>	<b>100.0%</b>



# Medical Marijuana Treatment Center Licenses (Dispensing) June 13, 2024

The totals below are the total number of MTC (Dispensing) licenses by county.

County	#
Barnstable	5
Berkshire	3
Bristol	11
Dukes	1
Essex	11
Franklin	1
Hampden	12
Hampshire	9
Middlesex	27
Nantucket	2
Norfolk	8
Plymouth	14
Suffolk	9
Worcester	19
<b>Total</b>	<b>132</b>

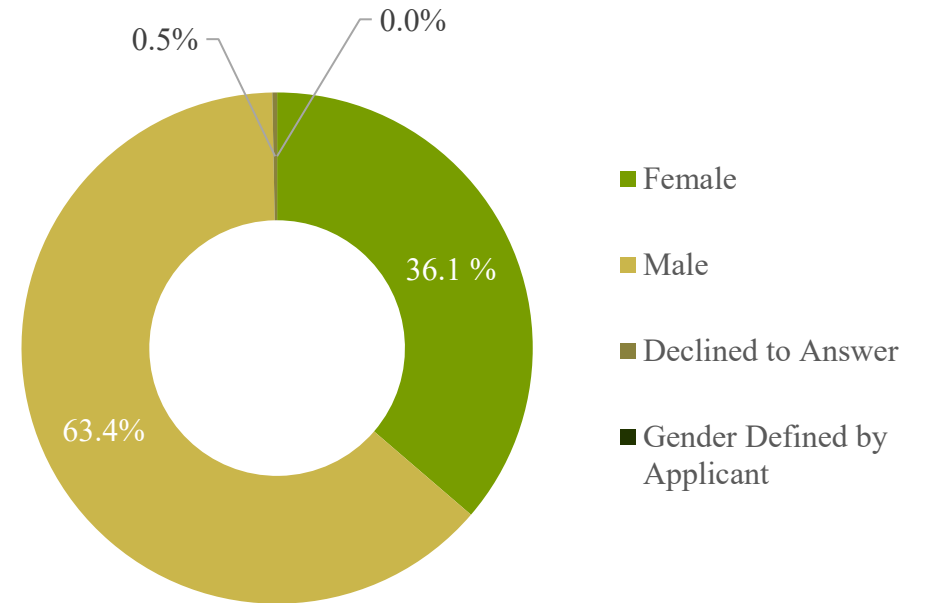


# Agent Applications | June 13, 2024

*Demographics of Approved and Pending Medical Marijuana Treatment Center Agents*

Gender	#	%
Female	2,534	36.1%
Male	4,445	63.4%
Declined to Answer	0	0.0%
Gender Defined by Applicant	34	0.5%
<b>Total</b>	<b>7,013</b>	<b>100.0%</b>

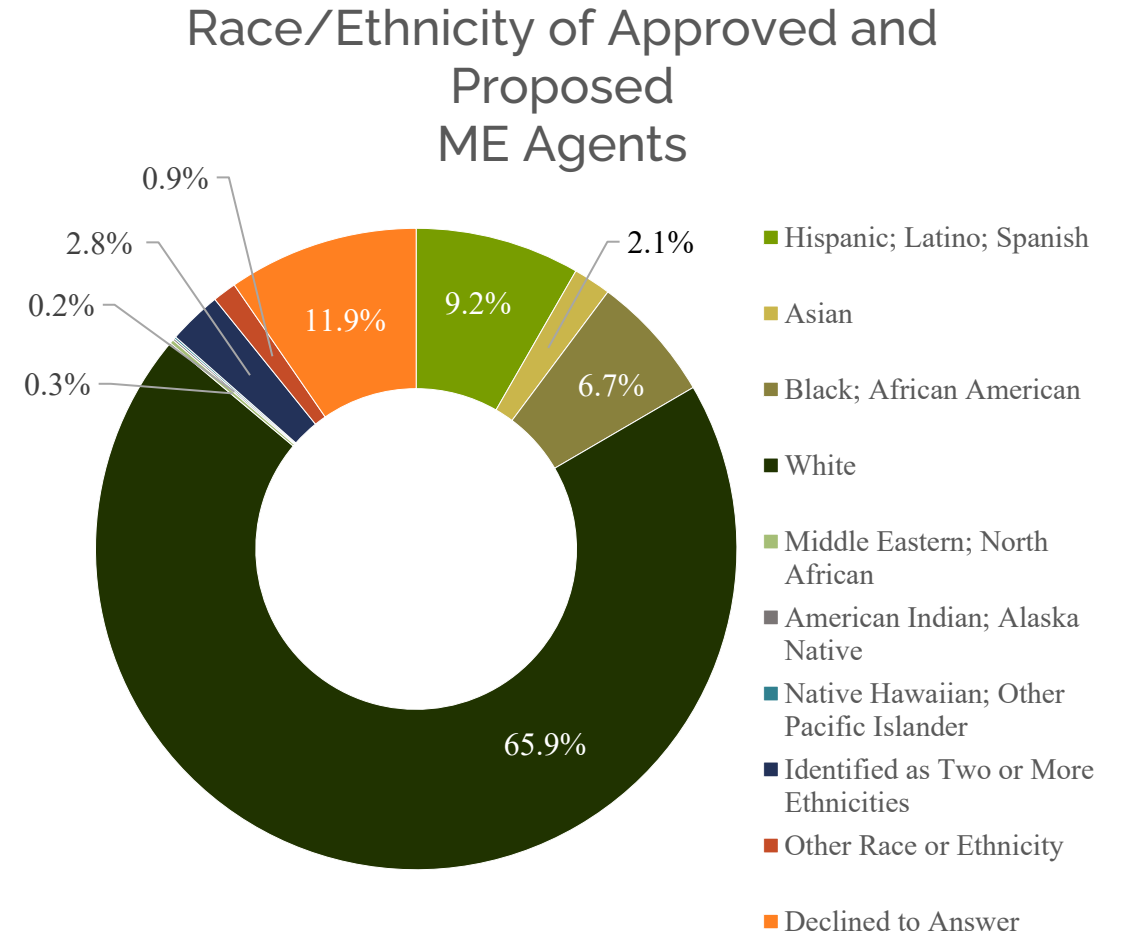
Gender of Approved and Proposed MTC Agents



# Agent Applications | June 13, 2024

## Demographics of Approved and Pending Marijuana Establishment Agents

Race/Ethnicity	#	%
Hispanic; Latino; Spanish	2,157	9.2%
Asian	495	2.1%
Black; African American	1,558	6.7%
White	15,400	65.9%
Middle Eastern; North African	62	0.3%
American Indian; Alaska Native	41	0.2%
Native Hawaiian; Other Pacific Islander	15	0.1%
Identified as Two or More Ethnicities	654	2.8%
Other Race or Ethnicity	212	0.9%
Declined to Answer	2,782	11.9%
<b>Total</b>	<b>23,376</b>	<b>100.0%</b>

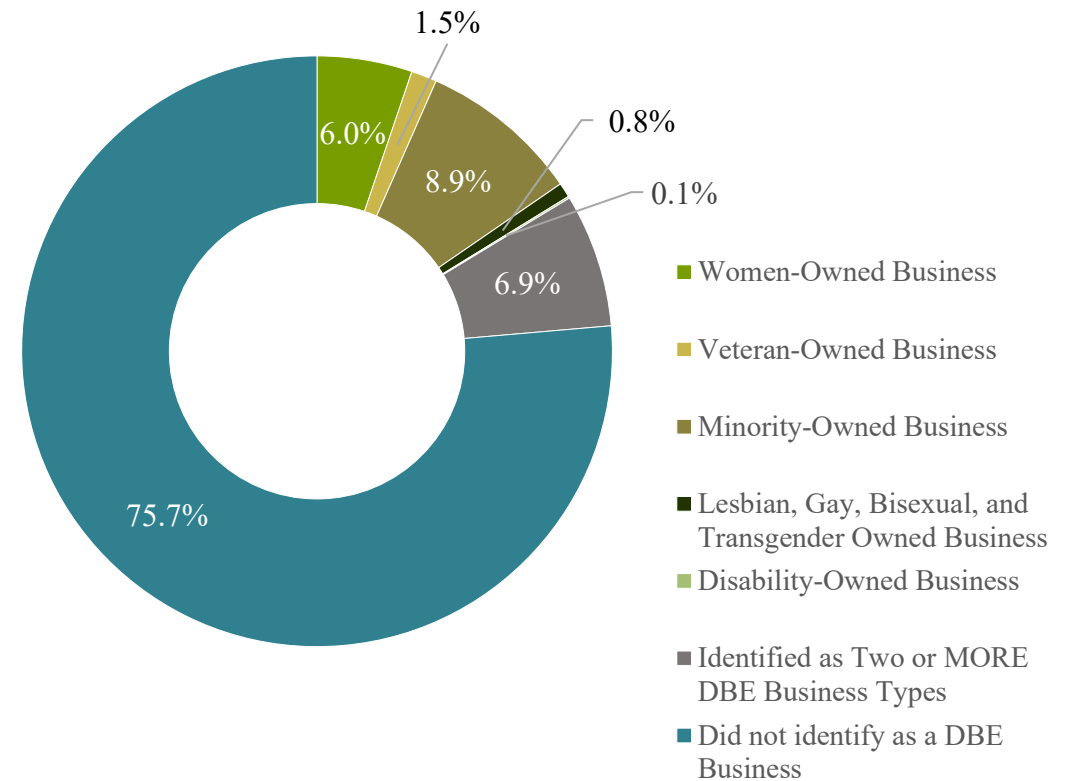


# Licensing Applications | June 13, 2024

*Disadvantaged Business Enterprise Statistics for Approved Licensees*

Type	#	% of Group
Women-Owned Business	94	6.0%
Veteran-Owned Business	24	1.5%
Minority-Owned Business	140	8.9%
Lesbian, Gay, Bisexual, and Transgender Owned Business	12	0.8%
Disability-Owned Business	2	0.1%
Identified as Two or MORE DBE Business Types	108	6.9%
Did not identify as a DBE Business	1,186	75.7%
<b>Total</b>	<b>1,566</b>	<b>100.0%</b>

DBE Statistics Approved Licensees



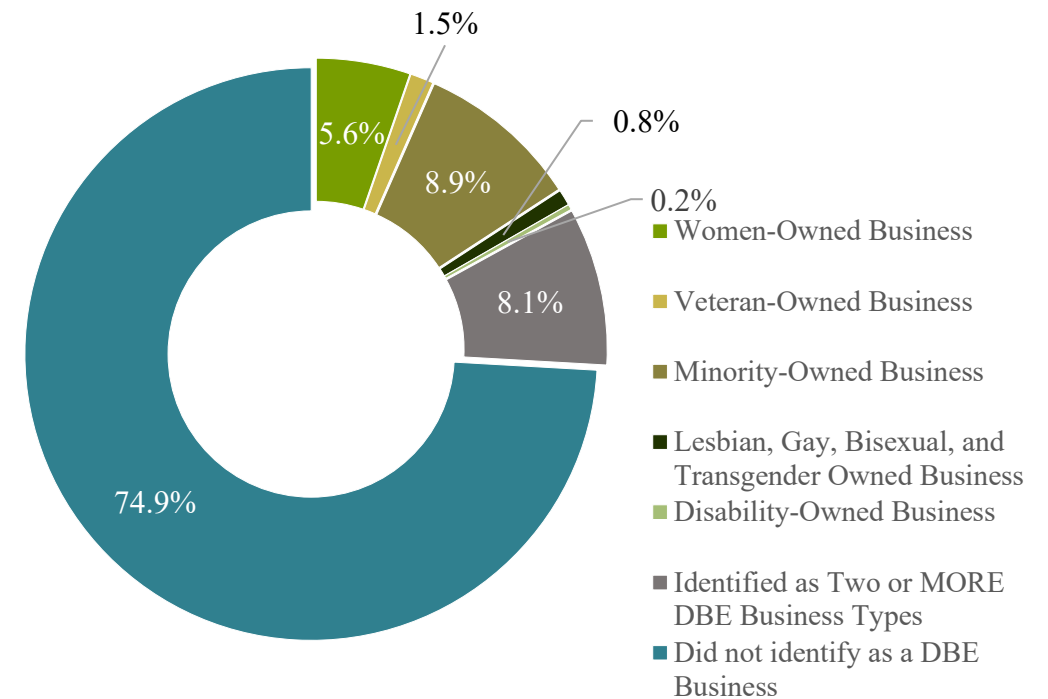


# Licensing Applications | June 13, 2024

*Disadvantaged Business Enterprise (DBE) Statistics for Pending and Approved License Applications*

Type	#	% of Group
Women-Owned Business	99	5.6%
Veteran-Owned Business	27	1.5%
Minority-Owned Business	157	8.9%
Lesbian, Gay, Bisexual, and Transgender Owned Business	14	0.8%
Disability-Owned Business	4	0.2%
Identified as Two or MORE DBE Business Types	143	8.1%
Did not identify as a DBE Business	1,327	74.9%
<b>Total</b>	<b>1,771</b>	<b>100.0%</b>

DBE Statistics for Pending & Approved License Applications



# Adult Use Agent Applications | June 13, 2024

Total Agent Applications: 75,732

- 240 Total Pending
  - 230 Pending Establishment Agents
  - 10 Pending Laboratory Agents
- 3,633 Withdrawn
- 2,780 Incomplete
- 5,251 Expired
- 40,684 Surrendered
- 6 Denied / 2 Revoked
- **23,136 Active**

Of the 240 Total Pending:

- 84 not yet reviewed
- 150 CCC requested more information
- 6 awaiting third party response
- 0 review complete; awaiting approval



# Medical Use Agent Applications | June 13, 2024

*The total number of MTC agent applications received by status.*

MTC Agent Application	#
Pending MTC Agent Applications	3
Pending Laboratory Agent Applications	0
Incomplete	43
Revoked	13
Denied	31
Surrendered	19,135
Expired	3,030
Active	7,009
<b>Total</b>	<b>29,264</b>

