

(Cover Page)

**PROPOSAL FOR PURCHASE AND RENOVATION  
OF  
MECHANICS HALL**

**104 Main Street**

**Princeton, Massachusetts**

**Submitted by:**

RC Retail Princeton LLC

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30 Pullman Street

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Worcester, MA 01606

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sam@red-cardinal.net

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(203) 906-6303

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**(Name, Address, Telephone Number and E-Mail Address of Firm)**

**Date Submitted:** June 1, 2020



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June 1, 2020

Town Administrator Sherry Patch  
Town of Princeton  
6 Town Hall Drive  
Princeton, MA 01541

Dear Town Administrator Patch:

Please accept the enclosed response to the Town of Princeton's Request for Proposals on behalf of RC Retail Princeton LLC (d/b/a "Red Cardinal"). As outlined extensively throughout the following materials, Red Cardinal seeks to engage in an extensive redevelopment of the Mechanics Hall parcel located at 104 Main Street in Princeton ("Mechanics Hall" or the "Property") to allow for the use of the Property as an Adult Use Marijuana Retail Establishment on the first floor. An open space floor plan with a unisex restroom is planned for the second floor. Red Cardinal looks forward to discussing how the second floor space can best be utilized to benefit the community of Princeton in alignment with the building's legacy as a gathering location for civic, business and philanthropic endeavors.

Please direct all correspondence pertaining to this project to Salvatore Carabetta via email at [sam@red-cardinal.net](mailto:sam@red-cardinal.net); via telephone at (203) 906-6303; and via mail at 200 Pratt Street, Meriden, CT 06450.

Red Cardinal is operated by a consortium of skilled professionals with a wide breadth of experience from a diverse range of fields, including the Massachusetts cannabis industry, project management, regulatory compliance, construction and facilities, community engagement, government, marketing, and finance. Red Cardinal's project management team maintains over 90 years of collective experience in real estate development, management, and rehabilitation. Due to the strength of its project management team, Red Cardinal, through its sister entities, has won competitive Requests for Proposals to operate a Marijuana Retailer in Amherst, Massachusetts and a Marijuana Cultivator and Product Manufacturer in Worcester, Massachusetts.

Red Cardinal respectfully submits that its proposed use for Mechanics Hall will allow the Property to be redeveloped to its highest and best use for the following reasons:

- **A Commitment to Thoughtful Preservation:** Red Cardinal is committed to adhering to all restrictions that are applicable to preserving the historic nature of the building, including all of those related to the preservation of the exterior, road facing façade. Red Cardinal recognizes that Mechanics Hall is a fixture of the Princeton community and believes that a successful redevelopment of the parcel will retain the stately, classic look of a front gabled building with pillars and pediment, typical to Greek-Revival architecture;

• **The Balance Sheet to Prioritize Quality over Cost:** Because Red Cardinal's proposed use of a Marijuana Establishment is a financially lucrative opportunity, Red Cardinal has higher profit margins against which to balance the extensive renovations required than a traditional retail or office use, allowing it to redevelop the parcel in a manner that respects the historic significance of the building and takes creative approaches to solving other unusual challenges posed by the site;

• **Economic Benefits to the Town of Princeton:** Red Cardinal's proposal is unique in its ability to enhance the quality of life of residents throughout Princeton by providing annual fiscal benefits to the Town of Princeton through revenue from a Host Community Agreement based on gross sales, revenue from local option taxes on all marijuana sales, 15-20 new jobs with competitive salaries and good benefits, and increased local property taxes;

• **A Strong Partner:** Red Cardinal's proposed redevelopment of Mechanics Hall is a privately funded endeavor with no outside investors or debt, executed by a team of real estate developers with over 90 years of collective real estate experience; and

• **An Ambitious Timeline:** Red Cardinal anticipates that full permitting, construction, and licensing will occur in less than a year.

Please do not hesitate to contact me directly if Red Cardinal is able to provide additional information that would be helpful. We appreciate your time and consideration.

Sincerely,

RC RETAIL PRINCETON LLC d/b/a RED CARDINAL



**Salvatore R. Carabetta**  
Principal and Chief Executive Officer



### Financial Capacity

RC Retail Princeton LLC (“Red Cardinal”) proposes to invest the sum of \$495,270.00 to purchase Mechanics Hall, perform significant renovations to the building and property, and initiate business operations. Projected costs are shown in the chart below:

<b>Mechanics Hall Financial Investment</b>	
Purchase Price	\$ 5,000
Renovation Cost	436,500
Building Permit	3,770
Start Up Operating Cost	50,000
<b>Total Investment</b>	<b>\$ 495,270</b>

The proposed renovations include, but are not limited to, the following items:

1. Install a new asphalt parking lot with a one-way drive aisle around the building. This will include one handicap accessible parking space, line stripping and signage;
2. Install new concrete sidewalks that will be graded for handicap accessibility into the first floor;
3. Install a new septic system;
4. Install a storm water drainage system;
5. Provide trees, plantings and grasses designed to be consistent with other homes and buildings in the neighborhood;
6. Provide a new asphalt shingle roof, repair siding as needed and repaint the entire exterior. The Mechanics Hall signage on the front gable will be rehabilitated and made to look new;
7. Provide new heating, cooling, plumbing and electrical systems. There will be one unisex bathroom located on each floor;
8. Replace all windows and exterior doors utilizing modern materials but consistent as closely as possible with the look of the original windows and doors;
9. Repair the foundation and structure as needed;
10. Relocate the interior stairs to provide for private access to each floor;
11. Finish the second floor as an open space with a bathroom. This is intended to provide maximum flexibility for future uses;
12. Permanently remove the rear addition. The addition is in very poor structural condition and does not warrant repair due to the high cost of such repairs. Historical records show that the addition was not part of the original construction;

13. Permanently remove the steel fire escape on the side of the building. A new covered stair will be installed on the rear of the building as a second means of egress from the second floor; and
14. Pay required licensure fees, security infrastructure fees, and other associated costs to license the facility in full compliance with the regulations set forth by the Cannabis Control Commission.

Red Cardinal will serve as its own general contractor for the rehabilitation of Mechanics Hall. Red Cardinal will hire subcontractors and vendors from Princeton and the surrounding areas to perform the work. Meander Studio has been commissioned to create the conceptual plan and, if Red Cardinal is selected, Meander may continue on to complete the full design.

The executives at Red Cardinal have extensive experience in the rehabilitation and adaptive reuse of existing buildings.

Salvatore R. Carabetta, Red Cardinal's founder and senior executive, runs the day-to-day affairs of the company and brings over 35 years of experience in all aspects of real estate derived from working in the family-owned business founded by his father and uncles over 50 years ago. Sam has overseen the development, redevelopment, rehabilitation, construction and management of numerous projects throughout his career valued at hundreds of millions of dollars.

Jeff Roblyer, Red Cardinal's director of operations & construction, has over 30 years of executive construction management experience. His rehabilitation experience includes overseeing the 1997 rehabilitation and renovation of the historic Longwood Towers Apartments in Brookline, MA.

Welcome, Salvatore Carabetta! Last Login 05/26/2020 5:01:17 PM

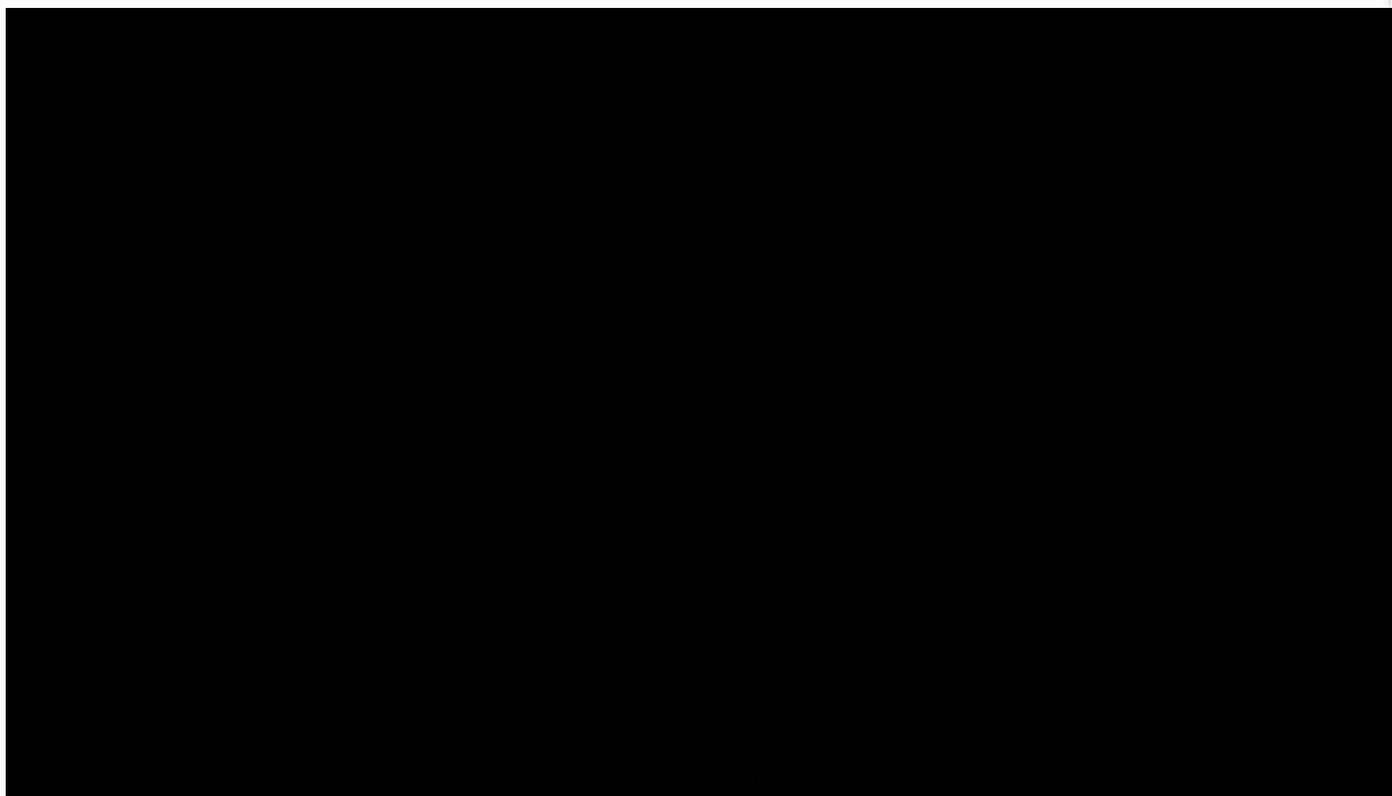


# Coronavirus Update (COVID-19)

SALVATORE R CARABETTA  
x0277 | Checking

\$709,777.14  
\$709,777.14

^ Recent Transactions





## **Qualifications**

RC Retail Princeton LLC (d/b/a “Red Cardinal”) is operated by a consortium of skilled professionals with a wide breadth of experience from a diverse range of fields, including real estate development, project management, property management, finance, marketing, cannabis, construction and facilities, regulatory compliance, and community engagement.

Due to the strength of its project management team, Red Cardinal has won competitive Requests for Proposals to operate as a Marijuana Retailer in Amherst, Massachusetts and a Marijuana Cultivator and Product Manufacturer in Worcester, Massachusetts.

### **Salvatore (“Sam”) Carabetta - CEO; COO**

Sam is the founder and senior executive of Red Cardinal LLC and its affiliated companies. Sam brings his many years of business experience, expertise, and resources to Red Cardinal and its Massachusetts business ventures. He has spent his thirty-five year career in a family-owned business which is engaged in residential real estate development, finance, construction, and asset management. For over fifty years the company has developed, constructed, and managed residential properties throughout New England and Florida where it has successfully completed over 100 developments. As a result, over 20,000 people have the comfort and security of a home, thousands of temporary and permanent jobs have been created, and millions of dollars have been disbursed to public coffers and private charities. The company has been a good neighbor and contributor in all of the communities in which they are located.

Under Sam’s leadership the company has developed and constructed dozens of projects worth hundreds of millions of dollars. The volume and size of the projects are a testament to Sam’s ability to plan, organize, execute and sustain complex business operations. Sam is equally committed to satisfying the needs of all of Red Cardinal’s customers, while being a good neighbor and a contributing member in all of the communities in which Red Cardinal establishes a presence.

### **Jeff Roblyer - Director of Operations and Construction**

Jeff maintains an extensive record of executive leadership and management in the real estate development and construction industry with over 32 years of experience conceptualizing, managing, and executing development projects. Throughout his tenure in the industry, Jeff has been responsible, for oversight of more than \$1.4 billion of completed projects including residential, retail, office space, structured parking, maritime, and civil infrastructure at locations across the eastern half of the United States. As a leader, Jeff believes that the main key to success is working in collaborative groups with staff, government officials, design professionals, land sellers, neighborhood groups, owners, and developers.

Jeff has been licensed as a Building Contractor in Connecticut, Florida, Massachusetts, and Michigan. He is a veteran of the United States Marine Corps. Jeff received his master's degree in organizational management from the University of Phoenix.

### **Salvatore Carabetta Jr. – Operations Manager**

Salvatore maintains over eight years of experience in commercial and residential real estate acquisition with a specialization in the development and management of residential and mixed used properties in New England. He is directly involved in project redevelopment, financing, acquisitions, and day-to-day property management for over 23,000 residents. Salvatore leads many commercial and residential real estate marketing initiatives, resulting in the successful lease up of numerous new developments across New England. He maintains certifications as a Financial Specialist and Occupancy Specialist from the National Center for Housing Management.

In addition to his impressive tenure in the real estate sector, Salvatore maintains an extensive track record in the retail and hospitality sectors with a specialization in ensuring that clientele enjoy luxury experiences. Salvatore formerly served as a Client Advisor at Louis Vuitton in Aspen, Colorado and provided client services in numerous resort hotel environments. Salvatore received his master's degree in business administration from Lynn University.

### **Stan Rosenberg - Community Liaison**

Stan is a lifelong Massachusetts resident who has devoted his life to public service, with over 30 years in elected office. First elected to office as a State Representative in 1986 and the State Senate in 1991, Stan was a diligent advocate for his constituents and was elected Senate President. In this role, he took command of a \$10 million budget, a staff of 70, and was one of the key crafters of the \$36 billion Massachusetts state budget. He was a key architect in the battle for same-sex marriage in Massachusetts and was a founder of the Massachusetts Legislature's Foster Kid Caucus.

Prior to entering politics, Stan worked for the UMass Amherst Division of Continuing Education as a community organizer for the arts.

### **Vicente Sederberg, LLP – Cannabis Regulatory Counsel**

Red Cardinal has retained Vicente Sederberg LLP as regulatory counsel to ensure full compliance with all regulations set forth by the Cannabis Control Commission and the Town of Princeton. Vicente Sederberg is a national cannabis law firm that has been on the leading edge of marijuana and hemp law and policy for nearly a decade. Chambers and Partners USA ranked Vicente Sederberg a Band 1 law firm in its inaugural "Cannabis Law" practice category, and it has been recognized by Rolling Stone magazine as "the country's first powerhouse marijuana law firm." Vicente Sederberg counsels hundreds of cannabis companies throughout the Commonwealth.

**PURCHASE PRICE PROPOSAL FORM**  
FOR THE PURCHASE OF MECHANICS HALL  
PRINCETON, MASSACHUSETTS

Seller: Board of Selectmen, Town of Princeton  
Bagg Hall  
6 Town Hall Drive  
Princeton, MA 01541

Buyer: RC Retail Princeton LLC  
30 Pullman Street  
Worcester, MA 01606

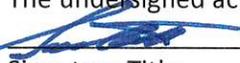
Premises: Mechanics Hall  
104 Main Street  
Princeton, MA 01541

Proposed Purchase Price: \$ 5,000.00

Proposed Purchase Price (in words): five thousand dollars exactly

Proposed Closing Date: Please see page 19 of this submittal.

The undersigned acknowledges receipt of addenda(s) numbered: N/A

 , Manager  
Signature Title

Salvatore R. Carabetta 5/27/20  
Print name Date Signed

On this 27 day of May, 2020, before me, the undersigned notary public, appeared Salvatore R. Carabetta proved to be by personal knowledge to be the person whose name is signed on the attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Commission expires December 19, 2025





### List of References

RC Retail Princeton LLC (“Red Cardinal”) offers the following list of professional references to attest to the capacity of Red Cardinal’s principals to finance, develop, and manage this project in a manner that enhances the quality of life in East Princeton.

<b>Professional Reference</b>	<b>Phone Number</b>	<b>Email Address</b>
Leor Dimant, Greystone	212-649-9750	<a href="mailto:Leor.Dimant@greyco.com">Leor.Dimant@greyco.com</a>
David DeVito, M&T Bank	845-440-2823	<a href="mailto:DDevito@mtb.com">DDevito@mtb.com</a>
Jeffrey J. White, Robinson & Cole, LLP	860-275-8252	<a href="mailto:jwhite@rc.com">jwhite@rc.com</a>
Richard Ferrucci, Alliant Insurance Services	516-414-8901	<a href="mailto:rferrucci@alliant.com">rferrucci@alliant.com</a>



## **Project Description**

### **(a) A description of the proposer’s proposed use of the property and a description of how the proposal complies with the Selection Criteria;**

RC Retail Princeton LLC (“Red Cardinal”) seeks to engage in the redevelopment of the Mechanics Hall parcel located at 104 Main Street in Princeton (“Mechanics Hall” or the “Property”) to allow for the use of the Property as an Adult Use Marijuana Retail Establishment on the first floor. Such a use is permitted by Section XII(2)(6) of the Town of Princeton’s Zoning By-Laws subject to Site Plan Review by the Planning Board. The second floor will be refinished as an open floor plan with a unisex restroom. Red Cardinal looks forward to discussing how the second floor could be used to benefit the community.

Red Cardinal respectfully submits that its proposed use for Mechanics Hall will allow the Property to be redeveloped to its highest and best use for the following reasons:

- **The commitment to adhere to all restrictions and to embrace and preserve the exterior, road facing façade of the building.**

Red Cardinal is committed to adhering to all restrictions that are applicable to preserving the historic nature of the building, including all of those related to the preservation of the exterior, road facing façade. Red Cardinal recognizes that Mechanics Hall is a fixture of the Princeton community and believes that a successful redevelopment of the parcel will retain the stately, classic look of a front gabled building with pillars and pediment, typical to Greek-Revival architecture. Enclosed hereto as Exhibit A, please find Red Cardinal’s proposed architectural renderings demonstrating its commitment to maintaining this look and feel through historic preservation.

Because Red Cardinal’s proposed use of a Marijuana Establishment is a financially lucrative opportunity, Red Cardinal has higher profit margins against which to balance the extensive renovations required than a traditional retail or office use, allowing it to redevelop the parcel in a manner that respects the historic significance of the building and takes creative approaches to solving other unusual challenges posed by sewer, drainage, and Watershed Protection Act considerations. To ensure that its proposal has been developed with historic preservation at the forefront, Red Cardinal has engaged Meander Studio as the project architect, which conducted the 2015 analysis of the Property on behalf of the Friends of Mechanics Hall, and Hayes Engineering, which has an extensive background in similarly suited projects.

- **The contribution the redevelopment will make towards enhancing the quality of life in East Princeton.**

Red Cardinal believes that its proposed redevelopment of Mechanics Hall will make significant strides towards enhancing the quality of life in East Princeton as outlined below.

*Annual Host Community Agreement Revenues:* To satisfy the requirements set forth by the Cannabis Control Commission, Red Cardinal will be required to enter into a Host Community Agreement with the Town of Princeton, which is an agreement setting forth the conditions under which Red Cardinal may operate within the Town, including an annual community impact fee. Such a fee is typically a stipulated percentage of gross sales revenues for the duration of the Host Community Agreement, which must be renegotiated every five years, and can be utilized by the Town to direct towards priorities that enhance the quality of life in East Princeton. The Cannabis Control Commission's *Guidance for Host Community Agreements* is attached hereto as Exhibit B.

*Annual Local Option Tax Payment Revenues:* The Massachusetts Legislature explicitly authorized municipalities to adopt a local excise tax of up to three percent on marijuana retail transactions, which the Town of Princeton can direct towards priorities that enhance the quality of life in East Princeton.

*Increased Property Taxes:* Red Cardinal anticipates that its extensive renovations to the building will not only align with the local design objectives of East Princeton's business corridor, but will also increase the value of the property and annual property taxes remitted to the Town.

*New, Local Jobs:* Red Cardinal anticipates hiring between 15-20 full- and part-time employees to work at its Princeton facility. Through a comprehensive recruitment effort, thorough workplace training, and employment that offers competitive wages and comprehensive benefits, Red Cardinal will make best efforts to ensure that a majority of employees at its Marijuana Retailer are residents of the Town. Please see Red Cardinal's *Employment Plan*, attached hereto as Exhibit C.

In addition to the substantial benefits to the Town of Princeton as outlined above, Red Cardinal wishes to emphasize that the proposed use of the Property as an Adult Use Marijuana Retail Establishment will not be a detrimental impact to the community. Please see Exhibit D, which outlines Red Cardinal's efforts to protect against nuisance.

➤ **The level of financial investment and rehabilitation experience.**

*Level of Financial Investment:* Red Cardinal's proposed redevelopment of Mechanics Hall is a privately funded endeavor with no outside investors or debt. Although Red Cardinal has budgeted in excess of \$500,000 that is readily available for the design, build-out, and initial capital expenses of its proposal, Red Cardinal has access to substantial additional funding if needed. Evidence of financial viability is provided in the financing section of this proposal. Additional documentation is available upon request.

*Rehabilitation Experience:* Red Cardinal's project management team maintains over 90 years of collective experience in real estate development, management, and rehabilitation. As such, they are uniquely suited to lead the redevelopment of Mechanics Hall in a manner that balances the preservation of a historically significant structure with the challenges and constraints posed by the site. Additionally, as outlined above, Red Cardinal has engaged

Meander Studio as the project architect, which conducted the 2015 analysis of the Property on behalf of the Friends of Mechanics Hall, and Hayes Engineering, which has an extensive background in similarly suited projects.

- **The capacity to finance, market, manage, and package this project including the ability to secure tenants.**

*Capacity to Market and Package the Project, Including Securing Tenants:* Red Cardinal’s proposal is unique in that, unlike traditional commercial or residential development projects which require substantial time, energy, and marketing resources into the lease-up of the facility, Red Cardinal seeks to rehabilitate the Property for its exclusive tenancy.

***Capacity to Finance the Project.***

Please see the section on level of financial investment above.

***Capacity to Manage the Project.***

As outlined above, Red Cardinal’s project management team maintains over 90 years of collective experience in real estate development, redevelopment, rehabilitation, construction and management. As such, they are uniquely suited to lead the redevelopment of Mechanics Hall in a manner that balances the preservation of a historically significant structure with the challenges and constraints posed by the site.

- **Demonstrated readiness and ability to proceed on the project including time schedules reasonably described.**

Red Cardinal is uniquely suited to redevelop Mechanics Hall and to open its proposed Adult Use Marijuana Retail Establishment in a manner that is efficient and in full compliance with state and local regulations due to its demonstrated past experience pursuing redevelopment projects that are on time, under budget, and responsibly completed. Please see the below project schedule:

<u>Date</u>	<u>Event</u>
June 1, 2020	Submission of Request for Proposals Response to the Town of Princeton
Red Cardinal works collaboratively with Town of Princeton on the local municipal process, including responding to any questions posed by the Town; negotiation of a Host Community Agreement and Land Developer Agreement; Conduct state-mandated Community Outreach Meeting	
Red Cardinal signs Host Community Agreement and Land Developer Agreement (“ <u>HCA / LDA</u> ”) with the Town of Princeton	

+10 Days After HCA/LDA Execution	Submission of Application to Cannabis Control Commission
+20 Days After HCA/LDA Execution	Submission of Site Plan Review Application to Princeton Planning Board; Submit Project Plans to Massachusetts Historical Commission for Review and Approval
+30 Days After HCA/LDA Execution	Latest Date upon which Purchase and Sale Agreement is Signed
+40 Days After HCA/LDA Execution	Conduct Procurement Process for Local Vendors
+80 Days After HCA/LDA Execution	Cannabis Control Commission Marks Application as Complete and Seeks Municipal Verification from Town of Princeton
+100 Days After HCA/LDA Execution	Site Plan Review Application Approved by Princeton Planning Board
Red Cardinal awarded Provisional License from Cannabis Control Commission	
+0 Days After Provisional License Award	Submission of Building Permit Application to Town of Princeton Building Department
+20 Days After Provisional License Award	Receipt of Building Permit from Town of Princeton
+21 Days After Provisional License Award	Submission of Architectural Review to Cannabis Control Commission
+40 Days After Provisional License Award	Approval of Architectural Review by Cannabis Control Commission
+50 Days After Provisional License Award	Begin Facility Renovation
+200 Days After Provisional License Award	Finish Facility Renovation and Receive Certificate of Occupancy from Town of Princeton
+210 Days After Provisional License Award	Request Post-Provisional License Inspection from Cannabis Control Commission
+230 Days After Provisional License Award	Post-Provisional License Inspection by Cannabis Control Commission

+235 Days After Provisional License Award	Hold Preliminary Opening Day Plan Meeting(s) with Princeton designees, including Police Department, Town Administrator etc.
+260 Days After Provisional License Award	Receive Final License from Cannabis Control Commission
+265 Days After Provisional License Award	Request Post-Final License Inspection by Commission
+285 Days After Provisional License Award	Post-Final License Inspection by Commission
+290 Days After Provisional License Award	Hold Opening Day Plan Meeting(s) with Princeton designees, including Police Department, Town Administrator etc.
+300 Days After Provisional License Award	Receive Commence Operations Designation from Commission
+301 Days After Provisional License Award	Hold Opening Day Plan Meeting(s) with Princeton designees, including Police Department, Town Administrator etc.
+305 Days After Provisional License Award	Begin Sales to Consumers
As Needed After Opening	Continued Collaboration Meetings with Princeton designees, including Police Department, Town Administrator etc.

Please see the enclosed site plans which provide additional context relative to anticipated compliance with the Watershed Protection Act.

➤ **The dollar amount offered to the Town.**

In addition to Red Cardinal’s proposed purchase price of \$5,000, the Town stands to substantially benefit from Red Cardinal’s operations through Host Community Agreement payments and local option tax payments of approximately \$150,000 annually.

➤ **The new owner will allow town and civic groups to use the second floor (stage floor) for municipal and civic meetings during the business off hours.**

Red Cardinal seeks to redevelop the Property to allow for the use of the Property as an Adult Use Marijuana Retail Establishment on the first floor. An open space floor plan with a unisex restroom is planned for the second floor. Red Cardinal looks forward to discussing how the second floor space can best be utilized to benefit

the community of Princeton in alignment with the building's legacy as a gathering location for civic, business and philanthropic endeavors.

**(b) A description of the proposed configuration of the interior space within the building, together with a preliminary set of floor plans and the proposed building footprint;**

Please see Red Cardinal's proposed interior floor plans, attached hereto as Exhibit E.

*Customer Access to the Property:* In accordance with 935 CMR 500.140(2), access to Red Cardinal's facility will be strictly limited to individuals 21 years of age and older. Red Cardinal will positively confirm a customer's age and identity three times throughout the duration of their transaction.

Prior to granting a customer entry into Red Cardinal's Entry Vestibule, a Red Cardinal agent will immediately inspect the customer's proof of identification and determine the individual's age. Inspection of this information shall occur in person through an agent stationed at the front door or via an online video conferencing mechanism that allows an individual at the security desk to communicate with the customer. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by inspecting the individual's government issued identification (the "ID") and confirming that the picture on the ID is the person seeking to access the Adult Use Marijuana Establishment. Once verified, the individual will be granted access to the Entry Vestibule.



Inside of the entry vestibule, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old utilizing similar ID verification technology to what is utilized in age restricted bars. Failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Customers will then be buzzed into the main retail sales floor. Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Red Cardinal agent. Display samples of each product offered for sale will be displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110. Products available for purchase will include marijuana flower, salves, oils and tinctures, edible products, capsules, and transdermal patches.

Once a customer has selected a product for purchase, a Red Cardinal agent will collect the chosen items from the designated product storage area. A Red Cardinal agent will then scan each product barcode into the point of sale system. All products will be pre-packaged and labeled in accordance with all Cannabis Control Commission regulations. Under no circumstances will customers be able to purchase products in excess of the daily limits set forth by M.G.L. c. 94G § 7. Sales are limited to one ounce of marijuana flower or its combined dry weight equivalent in marijuana concentrate or edible Marijuana Products to a retail customer per day.

Upon checkout, customer service representatives will be required to confirm the identity and age of the customer for the final time. In the event a Red Cardinal agent determines an individual

would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. This includes, but is not limited to, a consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion. Red Cardinal will use the point of sale security system to accept payment via cash or debit card and complete sales. The system can back up and securely cache each sale for inspection.

Customers will leave the facility through a separate exit which leads to the parking lot.

*Staff Access to the Property:* The rest of the facility will only be accessible to staff. Proposed rooms include (1) a security room; (2) a secured vault; (3) a staff area; (4) an office; and (5) janitorial or information technology rooms as required.

**(c) A description of how the proposal will comply with the deed restriction that applies to the building's exterior;**

Red Cardinal is prepared to comply with any and all restrictions that apply to the building's exterior. Future requests will describe the nature, scope, design, location, timetable, and any other material aspect of the proposal in sufficient detail to make an informed judgment as to its consistency with the purposes of any restrictions.

**(d) A description of the parking needs, together with a plan of parking configuration and treatment;**

Please see the enclosed Site Plan, attached hereto as Exhibit F. Red Cardinal respectfully submits that its proposed use of the Property will not disturb the existing right of way, pedestrian access, and will not cause a serious hazard to vehicle or pedestrian traffic. Please see the Traffic Impact Statement prepared by Hayes Engineering, attached hereto as Exhibit G. Traffic generated and patterns of access and egress will not cause congestion, hazard, or a substantial change to the neighborhood character.

Red Cardinal's proposed site plan configuration allows for the use of six parking spaces that are 9 x 18 feet and one compliant accessible parking space. The parking complemented by a 12' wide access drive. Per the suggestion incorporated within the Town of Princeton's Request for Proposals, Red Cardinal will seek to develop a parking agreement with the abutting parcel to the north. Even if such an option is not feasible, Red Cardinal's parking is able to accommodate 28 vehicles per hour, assuming that an average customer visit time is between 5-15 minutes in length.

**(e) A description of the conceptual exterior landscaping design treatment;**

Please see the enclosed landscaping information within the Site Plan of Exhibit F. Red Cardinal proposes the incorporation of limited native trees, low lying shrubs, and limited flowers. Red Cardinal's proposed landscaping plan will beautify the streetscape of the building while limiting the potential for obstruction of exterior security cameras from foliage or other overgrown plants.

**(f) The proposer's demonstrated readiness and ability to proceed on the Project with time schedules reasonably described.**

As outlined by Red Cardinal's proposed development schedule in response to question (a), the availability of funds as demonstrated in the Financing section of this proposal, and over 90 collective years of history of success in real estate development projects, Red Cardinal has demonstrated readiness and ability to proceed with time schedules as previously reasonably described.

Notably, Red Cardinal's sister entities RC Cultivation LLC and RC Manufacturing LLC have been issued Provisional Licenses by the Cannabis Control Commission to operate within the City of Worcester. As such, Red Cardinal has a demonstrated history of success licensing cannabis businesses and will easily be able to deploy its skills to its proposed Princeton facility. A copy of Red Cardinal's Management Plan is attached hereto as Exhibit H.

**(g) A Project schedule, including dates by which the proposer expects to receive the Permits, the Financing, a closing date, and construction schedule.**

Please see the project schedule incorporated in the response to question (a), which includes dates by which Red Cardinal expects to receive the permits and conduct construction. Red Cardinal anticipates closing on the property following the award of all applicable provisional licenses and architectural approvals from the Cannabis Control Commission, but no later than when it seeks to commence construction on the property.



# **Exhibit A: Renderings**



EAST DUNCANSON  
MECHANICS HALL

1843

Red Cardinal  
RC

meander  
studio  
collaborative design

Red Cardinal  
RC  
At Mechanics Hall



1843



EAST PRINCESTON  
MECHANICS HALL



## **Guidance on Host Community Agreements**

To be licensed, a Marijuana Establishment must execute a Host Community Agreement (“HCA”) with the municipality in which it intends to be located. *See* 935 CMR 500.101 (1)(a)(8) and (2)(b)(6).<sup>1</sup> This document provides guidance to municipalities and applicants so that they can work cooperatively to structure an HCA in compliance with M. G. L. c. 94G, § 3(d).

Section 3(d) of chapter 94G, states, in relevant part:

“A marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 percent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. Any cost to a city or town imposed by the operation of a Marijuana Establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.”

Under the statute, HCAs must include the terms necessary for a Marijuana Establishment to operate within a community. As with any agreement, terms should be negotiated between willing parties to the contract. In this context, the parties to the HCA are the owners or otherwise authorized representatives of the Marijuana Establishment and the contracting authority for the municipality. The parties should negotiate and agree to their respective responsibilities. The parties should also be aware of and abide by the constraints imposed by the plain language of M. G. L. c. 94G, § 3(d). It is clear from the statute, that the Legislature intended for a municipality to act reasonably in negotiating with a Marijuana Establishment that seeks to operate within its community. The costs and impacts of hosting a Marijuana Establishment will understandably vary from municipality to municipality and negotiated HCAs should reflect the particular impacts on the host community.

It is also important that the parties to the HCA be mindful of not only the statutory language in M. G. L. c. 94G, but also the context in which an HCA is required to be negotiated. Section 3(d) of chapter

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<sup>1</sup> A Marijuana Establishment with multiple physical locations, such as a craft marijuana cultivation cooperative, must execute a HCA for each municipality in which it has a physical presence.

94G should be read in conjunction with M. G. L. 64H and 64N, the statutes that allow for the taxation of adult-use marijuana. Taken together, these statutes authorize and limit the assessments allowed on marijuana, marijuana products and Marijuana Establishments.

**Taxes.** The Legislature explicitly authorized municipalities to adopt an optional local excise tax of up to 3%, as applied to retail transactions, in addition to state sales and excise taxes.<sup>2</sup> In so doing, the Legislature established the ceiling for state-authorized taxes that may be assessed on a Marijuana Establishment:

- the 6.25% sales tax;
- the 10.75% excise tax on marijuana and marijuana products; and
- the optional 3% local tax, which may be applied to retail sales only.

**Community Impact Fee.** The community impact fee authorized by G.L. c. 94G, § 3(d) is optional and separate and apart from the taxes described above. To be authorized under the statute, and consistent with the decisional law on fees, a community impact fee included in an HCA must meet certain legal requirements.<sup>3</sup> The fee charged must be in exchange for a benefit that is sufficiently specific and special to the Marijuana Establishment and assessed in such a way that it justifies assessing the cost to this limited group as opposed to the general public, even if the public sees some benefit.<sup>4</sup> Moreover, the fee should be reasonably designed to compensate the municipality for the costs of providing the benefit.<sup>5</sup>

Accordingly, any HCA structured consistent with G. L. c. 94G, § 3(d), may include a community impact fee, provided that the community impact fee does not amount to more than 3% of the gross annual sales of the Marijuana Establishment and meets the legal requirements of permissible fees. A community impact fee included in an HCA must be more than simply called a community impact fee; it must be structured appropriately.

### **What are examples of required conditions?**

Under section 3(d) of Chapter 94G, all HCAs should include terms that describe the conditions that the municipality and Marijuana Establishment must satisfy for that establishment to operate within that host community.

Individual conditions can vary widely. The following list should not be construed as exhaustive or exclusive, but merely serves as an illustration of conditions:

- In the case that the Company desires to relocate the Marijuana Establishment within [Name of Municipality] it must first obtain approval of the new location before any relocation

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<sup>2</sup> See M. G. L. c. 64H, § 2 and M. G. L. c. 64N, §§2 and 3(a).

<sup>3</sup> See generally *Emerson College v. Boston*, 391 Mass. 415 (1984).

<sup>4</sup> *Denver St. LLC v. Town of Saugus*, 462 Mass. 651, 659-660 (2012).

<sup>5</sup> *Silva v. City of Attleboro*, 454 Mass. 165, 173 (2009).

- The Company agrees that jobs created at the facility will be made available to [Name of Municipality] residents. [Municipality] residency will be one of several positive factors in hiring decisions at the facility but shall not be determinative and shall not prevent the Company from hiring the most qualified candidates and complying with all Massachusetts anti-discrimination and employment laws.
- Termination by the Company: The Company may terminate this Agreement ninety (90) days after the cessation of operations of any facility within [Name of Municipality]. The Company shall provide notice to [Municipality] that it is ceasing to operate within the [Municipality] and/or is relocating to another facility outside the [Municipality] at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement, the final annual payment as defined in Paragraph X of this Agreement shall be paid to the [Municipality] by the Company. The Company shall pay the final annual payment to [Municipality] within thirty (30) days following the date of termination.
- A key-and-lock system shall not be the sole means of controlling access to the Marijuana Establishment. The Company agrees to implement a method such as a keypad, electronic access card, or other similar method for controlling access to areas in which marijuana or marijuana products are kept in compliance with 935 CMR 500.110.
- The Company agrees to provide a paid police detail for the purposes of traffic and crowd management during peak hours of operation, which shall include, but may not be limited to, Fridays between 3:00 pm -8:00 pm; Saturdays and Sundays.
- [Municipality] agrees to submit to the Commission, or other such licensing authority as required by law or regulation, certification of compliance with applicable local bylaws relating to the Company's application for licensure and/or operation where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request including but not limited to Special Permit or other zoning applications submitted by the Company in any particular way other than in accordance with the municipality's governing laws.
- The [Municipality] agrees to work with the Company, if approved, to assist the Company with community support, public outreach and employee outreach programs.
- The Company agrees to work collaboratively with the Municipality and provide staff to participate in a reasonable number of Municipality-sponsored educational programs on public health and drug abuse prevention geared toward public health and public safety personnel.

The type and nature of the conditions included in an HCA are unlimited by Section 3(d) of Chapter 94G. Indeed, the only required prerequisite is that the HCA identifies the party responsible for fulfilling its

respective responsibilities under the agreement. As such, the Commission is likely to take a broad view of acceptable conditions.

### **What is permissible as part of a community impact fee?**

Under Section 3(d), an HCA may also “include a community impact fee for the host community.” The statute does not include a definition of what constitutes a “community impact fee” and does not provide for elements of the fee, but it does impose other express limitations on any community impact fee included as part of an HCA:

1. **The community impact fee must be “reasonably related to the costs imposed upon the municipality by the operation of the Marijuana Establishment or medical marijuana treatment center.”**

There are two categories of generally acceptable types of fees: user fees and licensing or regulatory fees. A licensing or regulatory fee is based on the municipality’s authority to regulate businesses or activities. Regardless of what category it falls into, the fee charged must be in exchange for a benefit received by the Marijuana Establishment in such a way that justifies assessing the cost to that establishment, even if the public also receives some benefit.

The Commission views fees that are “reasonably related” as those that compensate the municipality for its actual and anticipated expenses resulting from the operation of the Marijuana Establishment. While some latitude is to be given to municipalities to plan for their expenses, the municipality must identify the plan specifics to justify the fee. As section 3(d) requires, it is important that the fee bears some reasonable relation to the costs of providing municipal services or other benefits and not merely be a fee without designation of its origins or justification of its amount. Moreover, there must be a proportionality between the cost or impact claimed by the community and the fee required of the Marijuana Establishment.<sup>6</sup> Municipalities are cautioned against relying on fees that are simply revenue generators in negotiating with Marijuana Establishments and planning their municipal budgets, as these fees may not withstand judicial scrutiny.

Some anticipated costs that may reasonably be included in a fee of up to 3% of gross annual sales include services such as:

- Traffic intersection design studies where additional heavy traffic is anticipated because of the location of retail establishment;
- Environmental impact or storm water or wastewater studies anticipated as the result of cultivation;
- Public safety personnel overtime costs during times where higher congestion or crowds are anticipated;
- Additional substance abuse prevention programming during the first years of operation;

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<sup>6</sup> *Koontz v. St. John’s River Water Management District*, 133 S. Ct. 2686 (2013); See also Attorney General’s letter on Hanover Annual Town Meeting Warrant Articles #22 and 23 (Zoning), December 1, 2014.

- Municipal inspection costs.

The list delineated above is not intended to be exhaustive or exclusive and is merely provided as illustrative examples.

**2. The HCA must limit the community impact fee to not more than 3% of the gross annual sales of the Marijuana Establishment.**

The Commission emphasizes that there is a strict limitation on the amount of the community impact fee that a Municipality may collect as part of an HCA. The fee is capped at 3% of the Marijuana Establishment’s gross annual sales.

Any fee that is more than 3% of gross annual sales is not a valid community impact fee. Moreover, any fee whether characterized as a fee, donation or other exaction, including any assessment above 3% of gross annual sales, must also comply with applicable law and the legal requirements discussed above. The Commission reiterates that, consistent with the statutory requirement of “reasonable relation” and case law on exactions there must be a proportionality between the cost or impact claimed by the community and the fee required of the Marijuana Establishment. As stated G.L. c. 94G, §3 (d), the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center.

**3. The community impact fee is limited to a term of 5 years.**

The Commission reads this provision consistent with the plain language of the statute, which states in relevant part that “the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center and shall not...be effective for longer than 5 years.” The community impact fee is strictly limited to a term of 5 years or less. Parties may consider negotiating a fee with a shorter duration. This may be particularly helpful to reaching an agreement where the parties have difficulty ascertaining specific costs and wish to revisit the community impact fee once more information relevant to the particular Marijuana Establishment is available. Both G.L. c. 94G, §3 (d) and the Commission’s regulations at 935 CMR 500. 103 (4)(d) anticipate the collection and publication of additional information on the costs imposed by the operation of Marijuana Establishments.

At, or before, the conclusion of the term of the preceding community impact fee, the parties may choose to negotiate a new, optional community impact fee which shall similarly be limited to a term of 5 years or less. Regardless of whether the parties choose to negotiate a new community impact fee, the Commission interprets the strict time limitation of G.L. c. 94G, §3 (d) as extinguishing the preceding community impact fee upon the expiration of 5 years or less, whichever was originally agreed to by the parties.

Applicants for licensure as a Marijuana Establishment are strongly encouraged to seek legal advice from a licensed attorney regarding the negotiation of an HCA. Eligible licensees and applicants for licensure may be qualified to receive services through the Commission’s Social Equity program. If you are a participant in the Social Equity program or are interested in learning more about the services offered as part of the Social Equity program, please contact the Commission at (617) 701-8400.



**Exhibit C: Employment Plan**

As members of a burgeoning industry in Massachusetts, Red Cardinal recognizes that a comprehensive local employment plan has transformative potential for residents of the Town of Princeton and the immediate region who are interested in employment in the marijuana industry. Through a comprehensive recruitment effort, thorough workplace training, and employment that offers competitive wages and comprehensive benefits, Red Cardinal will make best efforts to ensure that a majority of employees at its Marijuana Retailer are residents of the Town.

*Recruitment Initiatives:* Red Cardinal anticipates that its facility in Princeton has the potential to add 15-20 full and part-time employees, in addition to reliance on qualified local vendors. Salaries will be commensurate with experience. Health care, dental, and FMLA benefits will be provided to all full-time employees. Anticipated positions at the facility include:

<b>Role: General Manager</b>	<b>Anticipated Hires: 1</b>	<b>Annual Salary: \$65,000</b>
<p><b>Job Description:</b> The General Manager is responsible for driving revenue goals while providing an outstanding customer experience, leading the management and development of the retail team, and ensuring compliance with all inventory, security, and system protocols. The General Manager will serve as the day-to-day liaison with Town officials and respond to community inquiries as a chief priority. Additional responsibilities include:</p> <ul style="list-style-type: none"> <li>• Forecasting inventory levels;</li> <li>• Ordering &amp; receiving product;</li> <li>• Maintaining accurate systems for regulatory reporting and sales analysis; and</li> <li>• Maintain outstanding store condition and visual merchandising standards.</li> </ul>		

<b>Role: Assistant Manager</b>	<b>Anticipated Hires: 2</b>	<b>Annual Salary: \$50,000</b>
<p><b>Job Description:</b> Reporting to the General Manager, Assistant Managers are responsible for overseeing Agents and managing day-to-day operations of the facility, including:</p> <ul style="list-style-type: none"> <li>• Implementing inventory tracking;</li> <li>• Training retail staff;</li> <li>• Ensuring customer satisfaction through feedback tools;</li> <li>• Reporting all incidents and complaints to the executive team; and</li> <li>• Working with bookkeeping to ensure precise data flow.</li> </ul>		

<b>Role: Inventory Manager</b>	<b>Anticipated Hires: 1</b>	<b>Annual Salary: \$45,000</b>
<p><b>Job Description:</b> The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Implementing inventory controls to track and account for all dispensary inventory;</li> <li>• Implementing procedures and notification policies for proper disposal;</li> <li>• Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;</li> <li>• Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and</li> <li>• Proper storing, labeling, tracking, and reporting of inventory.</li> </ul>		

<b>Role: Customer Service Representative</b>	<b>Anticipated Hires: 8-12</b>	<b>Annual Salary OR Hourly Rate: \$16/H</b>
<p><b>Job Description:</b> Customer Service Representatives ensure that each customer is treated with respect while at a Red Cardinal facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Responsibilities include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Red Cardinal facility;</li> <li>• Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;</li> <li>• Being knowledgeable of strains and various types of products offered;</li> <li>• Properly setting up product displays pursuant to policies and procedures;</li> <li>• Executing and enforcing compliance with regulations and policies and procedures;</li> <li>• Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and</li> <li>• Participating in ongoing education and professional development as required.</li> </ul>		

<b>Role: Inventory Associate</b>	<b>Anticipated Hires: 2</b>	<b>Annual Salary OR Hourly Rate: \$16/h</b>
<p><b>Job Description:</b> Inventory Associates support the Inventory Manager during day-to-day operations with responsibilities including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;</li> <li>• Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory; and</li> <li>• Ensuring products and waste are properly stored, labeled, and recorded in the tracking software system and otherwise adhered to.</li> </ul>		

<b>Role: Security Agent</b>	<b>Anticipated Hires: 2-4</b>	<b>Hourly Rate: \$16</b>
<p><b>Job Description:</b> Reporting to Red Cardinal’s Director of Security, Security Agents monitor security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Red Cardinal facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties:</p> <ul style="list-style-type: none"> <li>• Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threats;</li> <li>• Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report;</li> <li>• Oversee the entrance to the facility and verify credentials of each person seeking access to the Red Cardinal facility;</li> <li>• Log entries, maintain visitor log and escort authorized visitors in restricted access areas; and</li> <li>• Escort Red Cardinal agents from the facility during non-business hours and perform security checks at designated intervals.</li> </ul>		

With other affiliated retail facilities, product manufacturing establishments, and cultivation facilities proposed in Worcester and Amherst, motivated employees may have the opportunity to grow upwards within the organization or expand knowledge and skillset towards other business functions if desired.

Red Cardinal will establish and maintain a local and diverse workforce to serve its customers through innovative corporate recruitment targeted towards Princeton residents as well as underrepresented and minority communities, including:

- a. Advertising employment opportunities in local newspapers, and posting employment availabilities on public boards;
- b. Providing briefings to representatives from local recruiters concerning current and future job openings;
- c. Encouraging employees to refer applicants for employment; and
- d. Developing relationships with programs designed to improve employment opportunities for local residents and diverse persons.

*Workforce Training:* Perhaps the most critical element of maintaining a talented workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Red Cardinal’s mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting employees.

Red Cardinal will offer promotions, career counseling, and training to provide all employees with opportunities for growth and to decrease turnover. Red Cardinal will ensure that all employees are given opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions. Red Cardinal will ensure that all employees receive career counseling on advancement opportunities and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry and may include topics such as: retail practices, compliance,

writing, management training, and industry seminars provided at annual conferences such as MJBizCon.

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Red Cardinal's agents will complete training that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually. Red Cardinal's new, non-administrative employees involved in the handling and sale of marijuana will complete the Responsible Vendor Program within ninety (90) days of the date they are hired. Red Cardinal's employees involved in the handling and sale of marijuana will then successfully complete the program once every year thereafter. Red Cardinal's records of Responsible Vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other licensing authorities upon request. As part of the Responsible Vendor program, Red Cardinal's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

- a. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
- b. Best practices for diversion prevention and prevention of sales to minors;
- c. Compliance with tracking requirements;
- d. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
- e. Such other areas of training determined by the Commission to be included; and
- f. Other significant state laws and rules affecting operators, including local and state licensing and enforcement; incident and notification requirements; administrative and criminal liability and license sanctions and court sanctions; waste disposal and health and safety standards; permitted hours of sale and conduct of establishment; permitting inspections by state and local licensing and enforcement authorities; licensee responsibilities for activities occurring within licensed premises; maintenance of records and privacy issues; and prohibited purchases and practices.



## **Exhibit D: Protecting Against Nuisance**

Red Cardinal's operations will be specifically designed to protect against any negative impacts that would create a nuisance to abutters or the surrounding neighborhood in any manner that would impair the normal use or peaceful enjoyment of any property or dwelling in the area. Red Cardinal realizes that such a commitment requires a development plan that is carefully designed to prevent nuisance from day one through initiatives including:

**Light:** Red Cardinal will install discrete exterior lighting utilized for safety and operational purposes. All lighting will be dark-sky compliant and will remain downcast and shielded as to not shine onto adjacent properties or into the night sky. Pursuant to 935 CMR 500.105, Red Cardinal is prohibited from illuminating exterior signage beyond the period of 30 minutes before sundown until closing.

**Noise (Mechanical):** Red Cardinal does not envision the installation of any on site systems or operations that will result in noise pollution. Common concerns raised by abutters include:

- *Noise from delivery vehicles:* Red Cardinal does not utilize delivery vehicles that emit tonal noises during backup, as deliveries are designed to be as discrete.
- *Noise from alarms:* Red Cardinal's internal alarm systems will not be audible to abutting properties.
- *Noise from construction:* When submitting its plans for a Building Permit, Red Cardinal will submit a construction plan outlining plans to protect abutting properties from noise, dust, vibrations, or other construction nuisance.
- *Noise from HVAC or other systems:* Upon the procurement of any new machinery, Red Cardinal will ensure that its systems do not generate a level of noise beyond what is permitted within the Town of Princeton and will utilize physical sound barriers and vegetative barriers to serve as a further noise protections.

**Odor:** No significant odor-emitting activities will occur on site. All marijuana and marijuana products will arrive pre-packaged from a licensed cultivation and product manufacturing facility located in the Commonwealth. Marijuana and marijuana products will be packaged in sealed, opaque, odor-resistant packaging that is specifically designed to eliminate marijuana odor. Red Cardinal does not intend for any loose, unpackaged marijuana to be present within the facility at any time. As such, odor will not be detectable on employees as they depart the facility or on abutting properties at any time.

The highest concentration of marijuana and marijuana products will be in Red Cardinal's secured vault. Although the product packaging has been designed to eliminate odors, Red Cardinal will employ carbon filtration odor scrubbers or other state of the art air filtration equipment in this area to ensure that odor does not disperse throughout the facility. The locations of the air filtration equipment will be indicated in Red Cardinal's application for a Building Permit and installed by a

licensed contractor.

Red Cardinal will designate a specific employee within the facility to oversee the maintenance of all filtration systems. Records of system maintenance will be retained on site. Records of any odor complaints transmitted to the facility by the Town, local residents, or other parties will be maintained by Red Cardinal's staff and addressed immediately. All complaints will be reported to the Town's designated representative, Red Cardinal's Chief Executive Officer, and the facility manager. The facility manager will be responsible for coordinating with on-site staff and executive management to remedy the problem and respond in writing.

Solid Waste Disposal: Red Cardinal will utilize two standard containers as separate recycling and waste disposal receptacles. No waste containing marijuana will be disposed of in these receptacles. Marijuana waste will be hauled off-site and disposed of in accordance with all regulations set forth in 935 CMR 502.000 et seq.

Waste and recycling pick-up will be scheduled with a private hauling company, initially at a weekly interval, and the schedule will be updated as necessary. Red Cardinal acknowledges that the Town of Princeton will not be responsible for the hauling of recyclables or waste materials from this site.

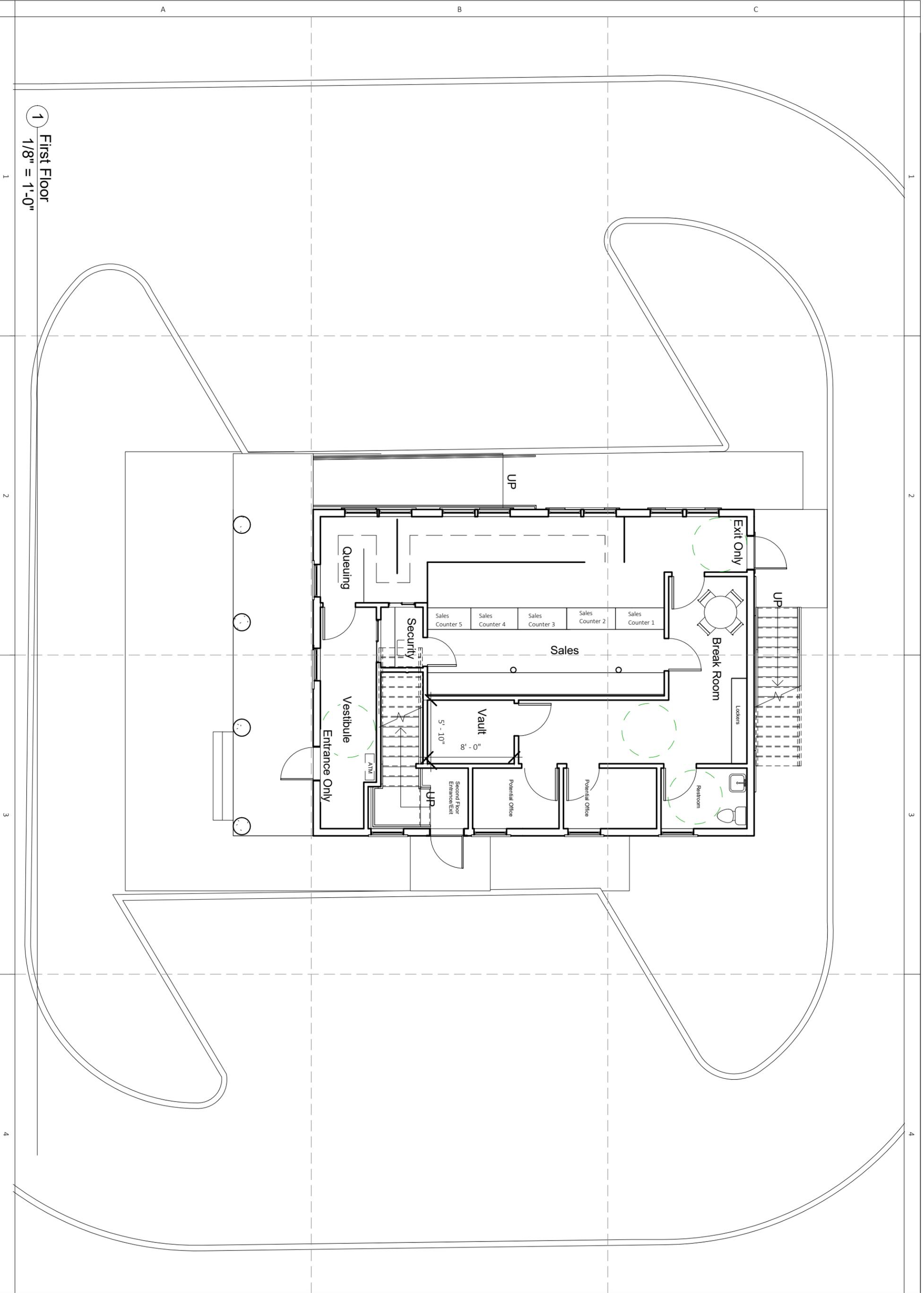
Noise, Debris, and Other Patron Nuisance: A Red Cardinal janitorial employee will monitor the region around Red Cardinal's facility, including abutting parcels as requested, to ensure there is no errant trash. Monitoring walks will be increased based on demonstrated need. Customers who are identified as littering or engaging in any other nuisance behaviors will not be allowed back to the facility. Red Cardinal will have video and on-site surveillance covering its parking lot. Should a customer attempt to utilize their products on or around Red Cardinal's site or engage in loud nuisance behavior, depending on the behavior, Red Cardinal corrective action may include issuing a polite reminder and warning to the customer that the behavior is prohibited, notifying local law enforcement, or banning the customer from utilizing Red Cardinal's facility in the future.

Traffic: Red Cardinal respectfully submits that its proposed use of the Property will not disturb the existing right of way, pedestrian access, and will not cause a serious hazard to vehicle or pedestrian traffic. Please see the Traffic Impact Statement prepared by Hayes Engineering that is affixed to this narrative. Traffic generated and patterns of access and egress will not cause congestion, hazard, or a substantial change to the neighborhood character.

Red Cardinal's proposed site plan configuration allows for the use of seven parking spaces. Per the suggestion of the Town of Princeton's Request for Proposals, Red Cardinal will seek to develop a parking agreement with the abutting parcel to the north. Even if such an option is not feasible, Red Cardinal's parking is able to accommodate 28 vehicles per hour, assuming that an average customer visit time is between 5-15 minutes in length.



# **Exhibit E: Floor Plans**



1 First Floor  
1/8" = 1'-0"

Title  
First Floor Plan

Date  
5/26/2020

Scale  
1/8" = 1'-0"

Drawing No.  
SK-C1

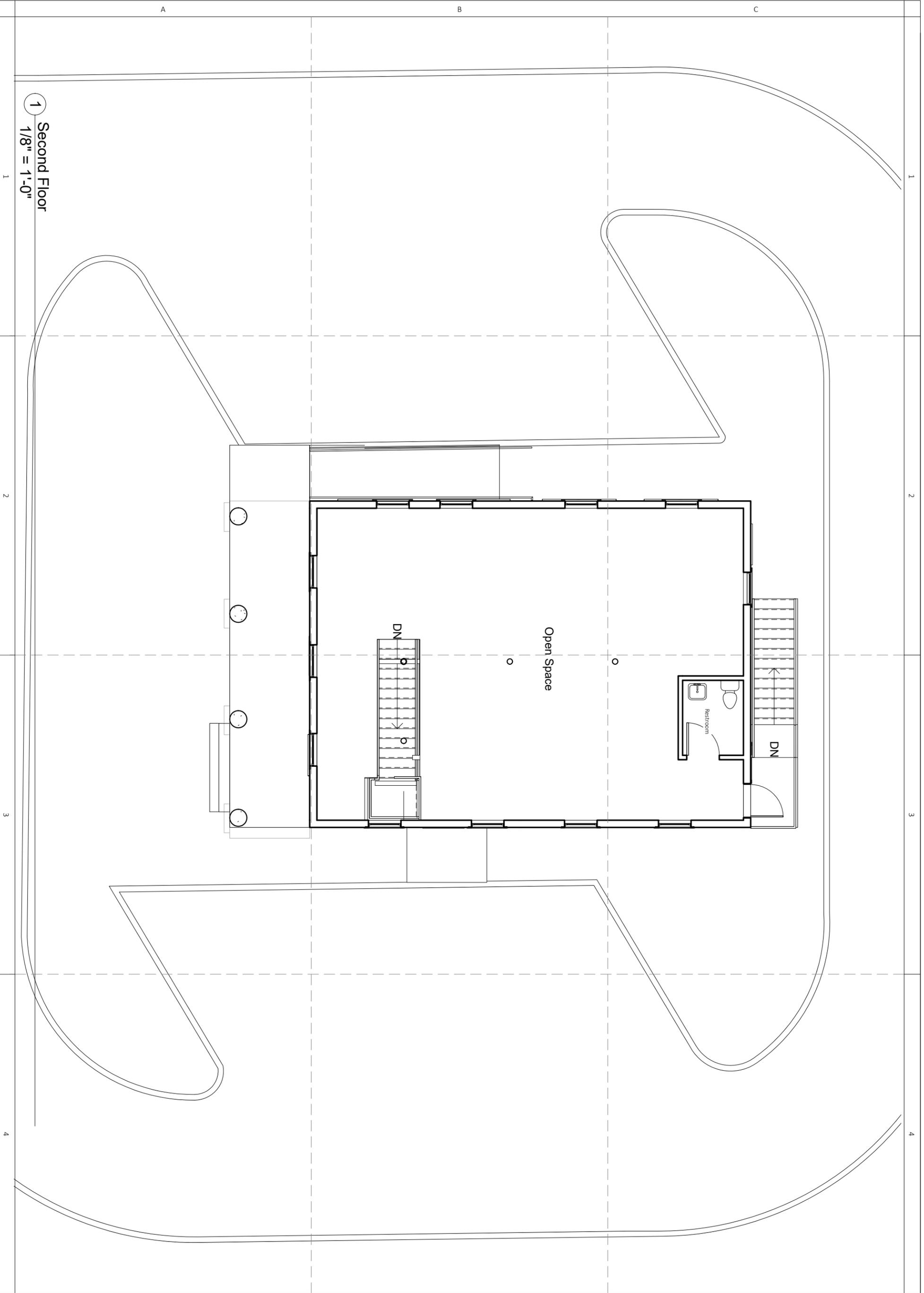
Project No.  
n/a

Project  
Mechanics Hall- RC  
Retail Princeton LLC

No.	Revision/Submission	Date

**meander**  
Studio  
collaborative design

14 spring street - 2nd floor waltham ma 02451-8740  
617.812.4828



1  
Second Floor  
1/8" = 1'-0"

Title  
Second Floor Plan

Date  
5/26/2020

Project No.  
n/a

Scale  
1/8" = 1'-0"

Project

Drawing No.  
SK-C2

Mechanics Hall- RC  
Retail Princeton LLC

No.	Revision/Submission	Date

**meander**  
Studio  
collaborative design

14 spring street - 2nd floor waltham ma 02451-8740  
617.812.4828



## **Exhibit F: Site Plans**



**GENERAL NOTES:**

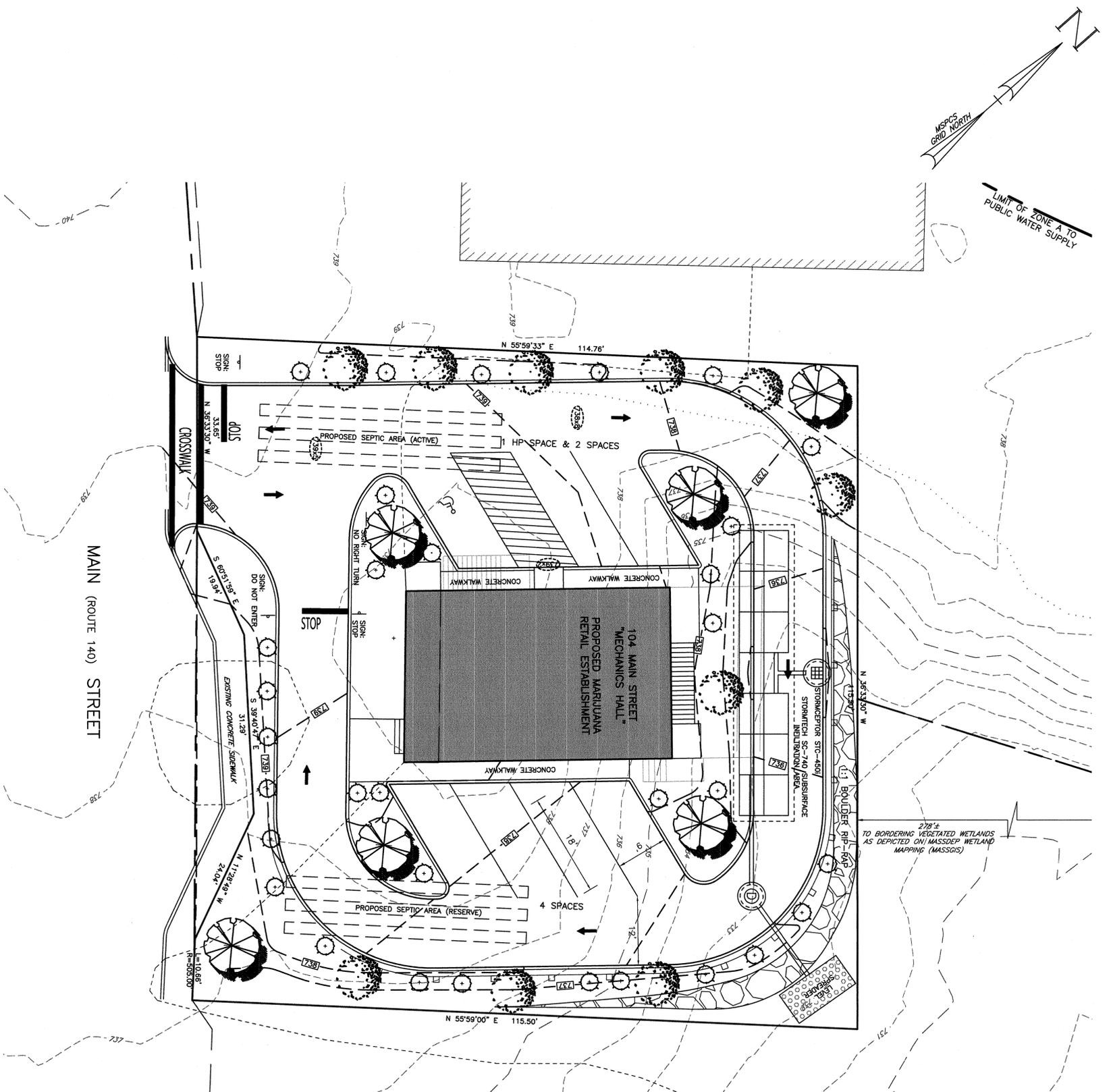
1. VERTICAL DATUM IS NAVD88
2. PROPERTY LINE INFORMATION DERIVED ON THIS PLAN COMPILED FROM TOWN OF PRINCETON LEVEL 3 ASSESSORS MAPPING AS AVAILABLE ON THE DATE OF PLAN PREPARATION BY THE MASSACHUSETTS BUREAU OF GEOGRAPHIC INFORMATION (MASSGIS) AND PLAN OF LAND IN PRINCETON, MASS. DATED APRIL 25, 2019 BY MASSGIS. THE INFORMATION DERIVED FROM THIS PLAN IS NOT THE RESULT OF AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC. TOPOGRAPHIC INFORMATION DERIVED ON THIS PLAN BASED ON AVAILABLE MASSGIS LIDAR POINT CLOUD DATA PROVIDED BY THE MASSACHUSETTS BUREAU OF GEOGRAPHIC INFORMATION (MASSGIS) AND IS NOT THE RESULT OF AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC.
3. BUILDING LOCATIONS DERIVED ON THIS PLAN TAKEN FROM MASSGIS 2-D LIDAR BUILDING FOOTPRINTS AND ARE NOT THE RESULT OF AN ACTUAL FIELD SURVEY BY HAYES ENGINEERING, INC.
4. THE PERMANENT STRUCTURES DEPICTED HEREIN ARE APPROXIMATELY LOCATED ON THE GROUND AS SHOWN. THEY EITHER CONFORMS AT THE TIME OF CONSTRUCTION, OR ARE DEVIANT FROM VIOLATION ENFORCEMENT ACTION UNDER M.G.L., TITLE VII, CHAPTER 40A, SECTION 27B.
5. PLAN CONTENTS ARE THE RESULT OF A COMPILED OF THE ABOVE REFERENCED SOURCES AND VARIOUS RECORD AND NON-RECORD INFORMATION. THIS PLAN IS NOT THE RESULT OF AN ACTUAL FIELD SURVEY.
6. THE PURPOSE OF THIS PLAN IS TO DEPICT THE SITE IN A GENERAL NATURE AND THE SCHEMATIC DEVELOPMENT PROGRAM FOR THE SITE. THESE PLANS ARE NOT TO BE CONSIDERED AS A SUBSTITUTE FOR A FINAL ENGINEERING DESIGN. ELEMENTS SHOWN HEREON MAY VARY AS A RESULT OF FINAL ENGINEERING DESIGN. ELEMENTS SHOWN HEREON MAY BE ENLARGED IN SCALE FOR CLARITY OF PRESENTATION. FINAL DESIGN SHALL MEET REQUIRED CODE(S) AND COMPLY WITH STANDARD ENGINEERING PRACTICES(S).
- 7.

**SUB-SURFACE SANITARY DISPOSAL SYSTEM NOTES:**

1. SYSTEM SIZE IS BASED ON TOWN OF PRINCETON MINIMUM OF 750 ft.
2. DEEP OBSERVATION HOLES AND TEST PITS IN THE AREAS OF THE ACTIVE AND RESERVE SYSTEM ARE REQUIRED.
3. DESIGN ASSUMPTIONS BASED ON USDA NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY INFORMATION.

**BUFFER ZONE NOTES:**

1. THE SITE IS LOCATED APPROXIMATELY 287 FEET FROM THE NEAREST RESOURCE AREA (GOVERNING VEGETATED WETLAND) DEPICTED ON THE MASS DEP WETLANDS DATA LAYER AS PROVIDED BY MASS GIS ON THE DATE OF PLAN PREPARATION.
2. THE SITE IS NOT LOCATED WITHIN IN A ZONE A OR B TO A PUBLIC WATER SUPPLY.
3. THE SITE IS NOT LOCATED WITHIN 500 FEET OF ANY SCHOOL, PUBLIC OR PRIVATE, REGISTERED WITH THE MASSACHUSETTS DEPARTMENT OF EDUCATION PROVIDING SCHOOLS FOR GRADES K-12.



5-29-2020  
SD.1  
SHEET 1 OF 1

Drawing Title:  
**SCHEMATIC DESIGN  
SITE PLAN  
RED CARDINAL DISPENSARY  
PRINCETON, MASS.**

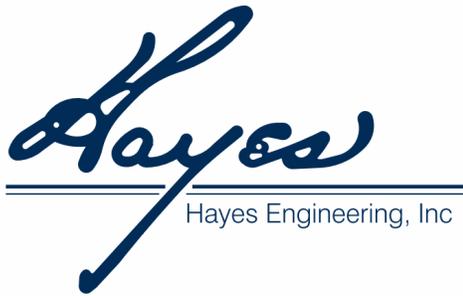
Scale: 1" = 10'  
0' 5' 10' 20'  
Date: May 20, 2020

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- Design By: AMC
- Drawn By: AMC
- Checked By: AMC
- Project File: PR1-0001
- Comp. No: PR1
- Issued For Permit
- Issued For Review
- Issued For Bid
- Issued For Construction
- Not For Construction

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## Traffic Impact Statement

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Refer to File No. PRI-0001

**TO:** Town of Princeton, MA

**FROM:** Tony Capachietti, *Project Manager*

**DATE:** May 26, 2020

**SUBJECT:** RC Retail Princeton LLC  
 Proposed Marijuana Retailer  
 104 Main Street  
 Mechanics Hall  
 Princeton, MA

Hayes Engineering, Inc. (HEI) has prepared this Traffic Impact Statement in support of the proposed Red Cardinal Marijuana Retailer at 104 Main Street in Princeton, MA. The purpose of this Impact Statement is to estimate the trip generation rates and mode share for customers and employees and the frequency and scale of deliveries to and from the site.

### **Site Context**

The Property is located along the northeasterly side of Main Street (Route 140) with one (1) existing curb-cut along its frontage, recently established by the Massachusetts Department of Transportation Highway Division (MassDOT) as part of the Route 140 reconstruction project (MassDOT Project No. 606440). The Property is currently home to the historic Mechanics Hall, that has served as a meeting place and school house previously, but has been underutilized in recent years. Red Cardinal seeks to occupy the existing building and convert it to an adult-use marijuana retailer. The site plan, as proposed, will maintain the existing curb cut established by MassDOT to provide access and egress to the proposed seven (7) space parking lot on-site.

### **Trip Generation**

Average Daily Vehicle Trips and Peak Hour Trips for the project are calculated using data published by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10<sup>th</sup> Edition.

#### **Existing Condition:**

Existing condition trip generation is considered to be negligible due to the limited use of the facility in its current conditions.

#### **Proposed Condition:**

The Applicant seeks to convert approximately 1,200-square feet of ground floor area as a proposed retail marijuana establishment. The proposed Marijuana Establishment use is best classified as Institute of Transportation Engineers (ITE) Land Use Code (LUC) 882, Marijuana Dispensary, defined in the ITE Trip Generation Manual, 10<sup>th</sup> Edition as being:

*... a standalone facility where cannabis is sold to patients or consumers in a legal manner.*

Trip Generation rates are summarized in Table 1, below. It should be noted that the ITE cautions the use of its Marijuana Dispensary data as it was derived from a small sample set.



**Traffic Impact Statement**

104 Main Street  
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**Table 1:** *Trip Generation LUC 882 – Marijuana Dispensary*

<u>Time Period</u>	<u>LUC 882 Average Trip Ends per 1,000sf GFA</u>	<u>LUC 882 Estimated Vehicle Trip Ends<sup>(1)</sup></u>
<b>Weekday Daily</b>	252.70	303
<b>Weekday AM Peak Hour</b>	20.88	25
<b>Weekday PM Peak Hour</b>	29.93	36
<b>Saturday Daily</b>	259.31	311
<b>Saturday Peak Hour</b>	36.43	44

<sup>(1)</sup> – Based on 1,200± square feet of GFA

This early data provided by ITE may be representative of additional trip generation due to curiosity and the scarcity of the use. This is evidenced by actual data obtained by monitoring existing and operational dispensaries in the Commonwealth. HEI monitored total transactions at a recently opened recreational and medical marijuana dispensary on the Lynnway in Lynn, MA during the initial opening period between October 26 and November 18, 2019. It was assumed that each transaction represented an individual vehicle having 2 trip ends to the facility, one arriving and one departing. Table 2, below, estimates projected trip ends for the proposed Red Cardinal facility using these observed rates:

**Table 2:** *Trip Generation Observed, Lynn, MA*

<u>Time Period</u>	<u>Average Trip Ends per 1,000sf GFA</u>	<u>Estimated Vehicle Trip Ends<sup>(2)</sup></u>
<b>Weekday Daily</b>	144.16	173
<b>Saturday Daily</b>	176.74	212

<sup>(2)</sup> – Based on 1,900± square feet of GFA

Not all vehicle trips anticipated by the proposed dispensary will represent new trips. It is anticipated that many customers to the facility will be pass-by trips, rather than destination trips to the facility and will have minimal impacts to vehicle traffic conditions in the area. Studies have shown that for developments such as the proposed dispensary, a substantial portion of vehicle trips are from existing traffic passing by the site or diverted from another route to the proposed site. Data presented in the ITE Trip Generation Handbook indicates that for the average percentage of pass-by trips for Pharmacy/Drugstores without Drive-Through Windows is 49-percent during the weekday PM peak hour. This would further reduce the number of new vehicles that are anticipated to be traveling to/from the site. HEI conducted a transportation survey of 257 patrons exiting an existing dispensary operating in Brookline, MA on June 13, 2019 identified 53.7% of patrons considered their stop to be a pass-by or diversion trip on their way to their ultimate destination.

Note that each vehicle is represented by two (2) trip ends, one trip end during the arrival of the vehicle to the facility and a second trip end occurring when the vehicle departs the facility. The estimated daily trip ends to the facility resulting from new, destination trips, assuming a 50-percent pass-by trip rate, is 87 trip ends on a weekday (44 vehicles) and 106 trip ends on a Saturday (53 vehicles). MassDOT maintains a traffic count station proximate the Project along Route 140 in East Princeton. The reported Average



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Annual Daily Traffic (AADT) for this location in 2019 was 6,113 vehicles. The proposed maximum increase in trip ends represents approximately 1.7-percent of the total daily vehicle count on the roadway. MassDOT's published traffic counts for the area reports a K-factor, or percentage of average daily traffic occurring during the peak hour, of 11-percent. The approximate peak hour vehicle trips along Route 140 is 672 vehicles. The capacity of a typical two-lane, two-direction highway is 1,700 vehicles per hour per lane, or 3,400 vehicles. The increase of 22 vehicles (44 trip ends) in the peak hour will not result in an unsuitable level of service for the roadway.

### **Sight Distance**

Sight distance considerations are divided into two criteria:

1. Stopping Sight Distance (SSD); and
2. Intersection Sight Distance (ISD).

Approach SSD is the distance required for an approaching vehicle to perceive and react accordingly to a driveway exiting vehicle or object. Stopping sight distances used for design is the sum of two distances:

- a. the distance a vehicle travels after the driver sees an object and begins braking; and
- b. the distance it travels during braking, as calculated for wet level pavement. When the main roadway is either on an upgrade or downgrade, grade correction factors are applied.

ISD is based upon a perception and reaction time, and time required to complete the desired exiting maneuver after the decision to do so have been made. Values for exiting ISD represent time required to turn left or right from a stop condition, to accelerate to the operating speed of the street without causing approaching vehicles to reduce speed by more than 70% of their initial/design speed and, upon turning left, to clear the near half of the street without conflicting with vehicles approaching from the left having to reduce their speed by more than 70% of their initial/design speed. The ISD, therefore, is considered to enhance the operation of the adjacent street traffic over and above the actual needs of the stopping sight distance that is needed for the safe operation of the intersection.

Approach SSD is far more important, as it represents the minimum distance required for safe stopping, while exiting ISD criteria is based only upon acceptable speed reductions to the approaching traffic streams. As noted in AASHTO, "If the available sight distance for an entering or crossing vehicle is at least equal to the appropriate stopping sight distance for the major road, then drivers have sufficient sight distance to anticipate and avoid collisions". This would be, basically, the minimum criteria for the safe operation of an unsignalized intersection.

The required approach SSD for the left turn exit movement was calculated using the following formula (AASHTO, p.3-5):

$$SSD = 1.47(V)(t) + 1.075 \left( \frac{V^2}{a} \right)$$

Where: V = 85<sup>th</sup> percentile Speed  
t = 2.5 seconds  
a = 11.2 feet/second<sup>2</sup>

Required and provided SSD for both approach directions are presented in the table below. MassDOT conducted a speed survey on Main Street (Route 140) in 2013, reporting the 85<sup>th</sup> percentile speed as 43 miles per hour (mph).



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**Table 3:** *Approach Stopping Sight Distance, Proposed Site Drive at Route 140*

<u>Location</u>	<u>2013 85<sup>th</sup> Percentile Speed</u>	<u>Calculated SSD for 85<sup>th</sup> Percentile Speed</u>	<u>Approximate Provided SSD</u>
Traveling Northwesterly on Route 140 (Main Street)	43 mph	335 feet	>400± feet
Traveling Southeasterly on Route 140 (Main Street)	43 mph	335 feet	>400± feet

### Parking Analysis

Red Cardinal seeks to construct a seven (7) space parking lot in association with the proposed marijuana retail establishment. Spaces are designed to be 9 foot by 18 foot, at 60-degrees to the one-way driveway. In accordance with the requirements of the Americans with Disabilities Act (ADA) and Massachusetts Architectural Access Board (MAAB) standards one (1) of the 7 spaces will be designated as accessible and be connected to all public facility elements with an accessible route. The space will be served by an 8-foot access strip that will accommodate wheelchair van loading and unloading operations. The drive aisle will accommodate one-way traffic at 12-feet in width.

It is anticipated the facility will employ approximately five (5) employees on a typical shift. Red Cardinal will implement transportation demand management practices to reduce single occupant vehicle commuting by employees. Employees will be encouraged to use ridesharing, car-pooling and alternative modes of transportation to limit their parking demand. Two spaces will be allotted to employee parking. The remaining 5 spaces are sufficient to satisfy the maximum peak hour demand of 22 vehicles per hour (44 trip ends in the Saturday Peak Hour). Dispensary transaction times are typically between 10-15 minutes, resulting in parking lot turnover between 4 and 5 times per hour. This equates to the ability to adequately park between 20-25 vehicles per hour, consistent with the anticipated peak hour demand.

### Loading and Deliveries

Loading will occur using one of the two designated on-site employee spaces. In accordance with Cannabis Control Commission (CCC) regulations deliveries will be made randomly via one-ton or smaller vans. Red Cardinal anticipates that cash pick-ups and product deliveries will occur between 3-4 times per week. Trash will be removed from the facility during these deliveries and disposed of at the cultivation facility in accordance with CCC guidelines.



**RC Retail Princeton LLC  
Exhibit H: Management Plan**

**CONFIDENTIAL  
DO NOT DISTRIBUTE**

## DISPENSING PROCEDURES

In accordance with 935 CMR 500.140(2), access to RC Retail Princeton LLC's ("Red Cardinal") facility is limited to individuals 21 years of age and older. Upon a customer's entry into Red Cardinal's premises through the entryway noted on the enclosed floorplan, a Red Cardinal agent will immediately inspect the customer's proof of identification and determine the individual's age. An individual will not be admitted into the facility unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. Failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a Red Cardinal agent.

Once a customer has selected a product for purchase, a Red Cardinal agent will collect the chosen items from the designated product storage area. A Red Cardinal agent will then scan each product barcode into the point of sale system. Red Cardinal will only utilize a point-of-sale system approved by the Cannabis Control Commission (the "Commission") and will not utilize software or other methods to manipulate or alter sales data.

Upon checkout, customers will be required to confirm their identities and age for a second time. Checkout also activates Metrc and Red Cardinal's seed-to-sale tracking system that is compliant with 935 CMR 500.105(8) and does not allow for transactions in excess of daily sales limitations or potency levels. Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or its combined dry weight equivalent in Marijuana concentrate or edible Marijuana Products to a retail customer per day. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate, including but not limited to Tinctures. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in edible Marijuana Products. Topicals and ointments shall not be subject to a limitation on daily sales. Red Cardinal will not sell Marijuana or Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4). All required taxes will be collected at the point of sale. Red Cardinal will adopt separate accounting practices at the point-of-sale for Marijuana and Marijuana Product sales, and non-Marijuana sales. In accordance with 935 CMR 500.140(4)(d)-(e), Red Cardinal will not sell marijuana products containing nicotine or alcohol if the sale of such alcohol would require licensure pursuant to M.G.L. c. 138.

In compliance with 935 CMR 500.140(6), Red Cardinal will make educational materials available to customers (in adequate supply) in commonly spoken languages, which will include, but not be limited to, appropriate materials for the visually and hearing impaired designed to assist in the selection of marijuana and marijuana products. Red Cardinal's educational materials will describe the varying types of products available at Red

Cardinal, as well as the types and methods of consumption. The materials will offer education on issues, including, but not limited to:

- cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect.
- marijuana and marijuana product potency;
- proper dosage;
- information to assist in the selection of marijuana;
- the delayed effects of edible marijuana products; and
- facts regarding substance abuse signs and symptoms and related treatment programs, marijuana tolerance, dependence, and withdrawal.

Customers will be provided a material that will enable them to track the strains used and the associated effects. Red Cardinal agents will be available to discuss the associated effects of specific strains and products at the dispensary, by telephone and via email. The customer education materials will include the following:

- A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- A statement that consumers may not sell marijuana to any other individual; and
- Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law.

In the event a Red Cardinal agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. This includes, but is not limited to, a customer attempting to engage in daily transactions that would exceed the legal possession limits or create a risk of diversion. Red Cardinal will use the point of sale system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

Red Cardinal will not acquire or record a customer's personal information, other than information typically required in a retail transaction, which can include identifying information to determine a customer's age. Red Cardinal will not record or retain any additional personal information from a consumer without the customer's voluntary written permission. Customers will be required to fill out a Community Norms Agreement Attestation which will be maintained on site in which customer's will certify that they understand that the ability to utilize Red Cardinal's store is contingent on respect for the surrounding neighborhood and that littering, on site consumption, noise and loitering, and other nuisance behaviors are not tolerated and practicing them will eliminate the opportunity for future store visits.

Pursuant to 935 CMR 500.140(5)(d), Red Cardinal will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, Red Cardinal

will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. Red Cardinal will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, Red Cardinal will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000.

Should Red Cardinal elect to enter into Delivery Agreements with Delivery-Only Retailers for the purpose of transacting home deliveries to Consumers under 935 CMR 500.050(9), Red Cardinal will establish a Pre-Verification process for customers who intend to place orders for delivery with Red Cardinal. To comply with the requirements of pre-verification, Red Cardinal shall require the customer to appear in-person at Red Cardinal to present the customer's valid, unexpired government-issued photo identification and examine the identification and verify that the individual customer presenting the identification is the individual customer that matches the identification and that the individual customer is 21 years of age or older. Red Cardinal will collect and maintain relevant information about the individual customer, for the purpose of transacting a delivery and ensuring that the recipient of a delivery under 935 CMR 500.145: *Additional Operational Requirements for Delivery of Marijuana and Marijuana Products to Consumers* is legally allowed to receive Marijuana and Marijuana Products, including the individual's name, date of birth, address, telephone number, and email address. Any such information collected by Red Cardinal shall be used solely for the purpose of transacting a delivery of Marijuana or Marijuana Products and shall be otherwise maintained confidentially.

Red Cardinal places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, Red Cardinal staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. Red Cardinal will ensure that all products available for sale and consumption have been tested for impurities and subjected to Red Cardinal's policies governing quality control per 935 CMR 500.105.

## TRANSPORTATION OF MARIJUANA

### General Overview

Red Cardinal will ensure that all transported marijuana and products are properly tracked through Metrc. Red Cardinal will properly track and label all marijuana and marijuana products in the form and manner deemed acceptable by the Commission. Red Cardinal will only transport marijuana from its licensed facilities to other licensed Marijuana Establishments as permitted by Red Cardinal's license.

There will be no advertising, marketing or branding, including, but not limited to, vinyl-wrapped vehicles, signs, logos or markings, indicating that the vehicle is being used to transport marijuana on transportation vehicles or company cars.

All vehicles will be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and shall not significantly obscure the picture.

In the event that any marijuana product is undeliverable or refused by the destination, Red Cardinal will ensure that it is transported back to Red Cardinal's originating facility.

Red Cardinal will staff all vehicles transporting marijuana and marijuana products with at least two Red Cardinal agents, one of whom will remain in the vehicle at all times that the vehicle contains marijuana or marijuana products. Prior to departing the premises to transport marijuana and marijuana products, Red Cardinal will make a video record of weighing, inventorying, and accounting for all items to be transported.

When receiving transported marijuana, within eight hours after arrival, Red Cardinal will re-weigh, re-inventory, and account for, on video, all marijuana and marijuana products received. When videotaping the weighing, inventorying, and accounting of marijuana and marijuana products before transportation or after receipt, Red Cardinal will ensure that the video shows each product being weighed, the weight, and the manifest.

Prior to departure from its facility, Red Cardinal will package marijuana and marijuana products in sealed, labeled, and tamper-resistant or child-resistant packaging, and ensure that marijuana and marijuana products remain as such during transportation.

All vehicles and transportation equipment used in the transportation of marijuana products requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana or marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Any vehicle used to transport

marijuana or marijuana products will be owned or leased by Red Cardinal or a marijuana transporter, will be properly registered, inspected and insured in the Commonwealth, and equipped with an alarm system.

In the case of an emergency stop during the transportation of marijuana or marijuana products, Red Cardinal will maintain a log describing the reason for the stop, the duration of the stop, the location of the stop, and any activities of its personnel exiting the vehicle.

Red Cardinal will ensure that all routes used for the transportation of marijuana or marijuana products are randomized and remain within the Commonwealth.

#### Storage Requirements

Red Cardinal will transport marijuana and marijuana products in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers. Marijuana and marijuana products will not be visible from the outside of the vehicle.

If and when Red Cardinal transports marijuana or marijuana products to more than one Marijuana Establishment at a time, the marijuana and marijuana products for each marijuana establishment will be kept in a separate locked storage compartment during transportation, and separate manifests will be maintained for each marijuana establishment. If and when Red Cardinal is transporting marijuana and marijuana products to multiple marijuana establishments, Red Cardinal will obtain permission from the Commission to adopt reasonable alternative safeguards. When transporting marijuana and marijuana products, no other products will be transported or stored in the vehicle nor will firearms be located in the vehicle or on transporting agents.

#### Communications

Any vehicle used by Red Cardinal to transport marijuana and marijuana products will contain a global positioning system (GPS) monitoring device that is: 1) not a mobile device that is easily removable; 2) attached to the vehicle at all times that the vehicle contains marijuana and marijuana products; and 3) monitored by Red Cardinal during transport of marijuana and marijuana products. Red Cardinal will obtain an inspection from the Commission prior to initial transportation of marijuana and marijuana products and after any alteration to the locked storage compartment.

Each Red Cardinal agent transporting marijuana products will have access to a secure form of communication with personnel at Red Cardinal at all times that the vehicle contains marijuana and marijuana products. Red Cardinal will utilize either two-way digital or analog radio, cellular phones, or satellite phones for these purposes dependent upon the transportation area, base capabilities, cellular signal coverage, antenna coverage, and frequency of transportation.

Prior to and immediately after leaving Red Cardinal premises, Red Cardinal agents will be required to use a secure form of communication to contact agents at the Red Cardinal facility to test communications and GPS operability. In the event that communications or the GPS system fail while on route, the Red Cardinal agents transporting marijuana or marijuana products must return to the originating Red Cardinal location until the communication system or GPS system is once again operational.

Marijuana establishment agents transporting marijuana or marijuana products will be required to contact the Red Cardinal facility when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

Red Cardinal will ensure that there is a Red Cardinal agent assigned to monitoring the GPS unit and secure form of communication, who will be required to log all official communications with marijuana establishment agents transporting marijuana products. All manifests used in the transportation of marijuana will be filled out by Red Cardinal agents in triplicate, with the original manifest remaining with Red Cardinal, a second copy provided to the destination marijuana establishment upon arrival, and a copy to be kept with the Red Cardinal agent during transportation and returned to the marijuana establishment or marijuana transporter upon completion of the transportation. Red Cardinal will securely transmit the manifest to the destination marijuana establishment via facsimile or email prior to departure.

Upon arrival at the destination marijuana establishment, Red Cardinal's agents will compare the manifest produced by Red Cardinal agent and the copy transmitted by facsimile or email to the destination marijuana establishment. Each manifest will include, at a minimum, the originating marijuana establishment name, address, and registration number; the names and registration numbers of the agents who transported the marijuana products; the name and registration number of the marijuana establishment agent who prepared the manifest; the destination marijuana establishment name, address, and registration number; a description of the marijuana and marijuana products being transported, including the weight and form or type of the product; the mileage of the transporting vehicle at departure from Red Cardinal and mileage upon arrival at destination marijuana establishment, as well as mileage upon return to Red Cardinal; the date and time of departure from Red Cardinal and arrival at destination marijuana establishment for each transportation; a signature line for the marijuana establishment agent who receives the marijuana products; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighed and re-inventoried; the name of the marijuana establishment agent at the destination marijuana establishment who re-weighed and re-inventoried products; and the vehicle make, model, and license plate number.

Red Cardinal will maintain the manifest inside of its vehicle throughout the entire transportation process until delivery is complete. All transportation manifests will be retained by Red Cardinal for a minimum of one year and will be available for inspection by the Commission upon request.

Should any unusual discrepancy occur in weight or inventory, Red Cardinal agents will document and report the discrepancy to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy. Red Cardinal agents will report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such accidents, diversions, losses, or other reportable incidents.

Each agent transporting or otherwise handling marijuana or marijuana products for Red Cardinal will be registered as a marijuana establishment agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Red Cardinal prior to transporting or otherwise handling Red Cardinal's marijuana or marijuana products.

All Red Cardinal agents will carry their registration cards at all times when transporting marijuana or marijuana products for Red Cardinal and will produce their registration card to the Commission or law enforcement officials upon request. Red Cardinal will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

Representatives of the Commission, other Commonwealth agencies, and emergency responders responding in the course of an emergency will have access to all Red Cardinal transportation vehicles as necessary.

## PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

### Overview

Red Cardinal will securely maintain personnel records, including registration status and background check records. Red Cardinal will keep, at a minimum, the following personnel records:

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

### Agent Personnel Records

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

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

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

### Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Red Cardinal will undergo a detailed background investigation prior to being granted access to a Red Cardinal facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Red Cardinal pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and

the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Red Cardinal will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Red Cardinal will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Red Cardinal will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense

including, but not limited to, professional or educational certifications obtained; and

- x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
  - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
  - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
  - References provided by the agent will be verified at the time of hire.
  - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Red Cardinal or the Commission.

### Personnel Policies and Training

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

Red Cardinal will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Red Cardinal operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States

or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Red Cardinal will only be accessible to individuals and visitors 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Red Cardinal agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

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

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

## PREVENTION OF DIVERSION

Red Cardinal's operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission's Adult Use of Marijuana regulations codified in 935 CMR 500.000. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Identification will be verified on the premises to ensure that only individuals 21 years or older are permitted in Red Cardinal's adult-use marijuana establishment.
- Providing samples or giving away marijuana to consumers is prohibited.
- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana will be immediately dismissed, which will be reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(m).
- All employees involved in the handling and sale of marijuana for adult use will complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and will comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Display samples of each product offered for sale will be displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110.
- Red Cardinal will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and that comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission's regulations will be affixed to all applicable products, and Red Cardinal's labels will comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging will be used for applicable marijuana products, and Red Cardinal's products will comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Red Cardinal will maintain real-time inventory and will track and tag all marijuana seeds, clones, plants, and marijuana products, using Metrc as the seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records will be kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and Red Cardinal will comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, will be stored in a

separate area, until such products are destroyed; and Red Cardinal will comply with all other storage requirements under 935 CMR 500.105(11).

- Two or more marijuana establishment agents will witness and document how the marijuana waste is disposed or otherwise handled, and Red Cardinal will comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products will be linked to Metrc; all vehicles transporting marijuana will be staffed with a minimum of two marijuana establishment agents; and any vehicle accidents, diversions, or other reportable incidents that occur during transport will be reported to the Commission and law enforcement within 24 hours. Red Cardinal will comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 will be followed, including:
  - Implementing sufficient safety measures to deter theft of marijuana and marijuana products and prevent unauthorized entrance into areas containing marijuana and marijuana products at Red Cardinal's adult-use marijuana establishment location to protect the premises, employees, Red Cardinal's agents, consumers, and the general public;
  - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
  - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
  - Restricting access to employees, agents or volunteers specifically permitted by Red Cardinal, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
  - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
  - Obtaining, at Red Cardinal's own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(10).
- All other additional operating requirements for retail sale under 935 CMR 500.140 will be followed, including:
  - Limiting sales to one ounce of marijuana or five grams of marijuana concentrate to a consumer per day;
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and in conjunction with Metrc;
  - Providing educational materials to consumers stating that they may not sell marijuana to any other individual and which include information regarding penalties for possession and distribution of marijuana in violation of Massachusetts law, as well as any other information required by the Commission.

## STORAGE OF MARIJUANA

Red Cardinal will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Red Cardinal will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* and 500.110: *Security Requirements for Marijuana Establishments*;
- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed,
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 *Security Requirements for Marijuana Establishments*.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.

Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana or marijuana products, including prior to disposal, will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Red Cardinal will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

## INVENTORY PROCEDURES

Red Cardinal will maintain real-time inventory in compliance with 935 CMR 500.105(8), including, at a minimum, maintaining inventory of marijuana plants; marijuana plant seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. All marijuana seeds, clones, plants, and marijuana products will be tagged and tracked within Metrc.

Red Cardinal will utilize Metrc, a real-time seed-to-sale tracking system, which will provide the electronic tracking of individual marijuana plants, including during cultivation, growth, harvest and preparation of marijuana products (as applicable), and final sale. Metrc will allow Red Cardinal to utilize unique-plant and unique-batch identification numbers to accurately track inventory.

Red Cardinal will:

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

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

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

### Waste Disposal

All waste containing marijuana or marijuana products will be transported to Red Cardinal's affiliated cultivation and product manufacturing facility. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated from other products and destroyed in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Specifically, liquid waste containing marijuana or by-products of marijuana processing

will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

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

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

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

## QUALITY CONTROL AND TESTING

### Quality Control

Red Cardinal will comply with the following sanitary requirements:

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

demonstrate the intended and actual use of any toxic items found on Red Cardinal's premises;

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

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

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

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

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

#### Testing

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

Any Independent Testing Laboratory relied upon by Red Cardinal for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

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

Red Cardinal's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Red Cardinal acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Red Cardinal's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Red Cardinal for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

## RECORDKEEPING PROCEDURES

### General Overview

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

### Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

- Assets and liabilities;
- Monetary transactions;

- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Red Cardinal.
- Personnel Records  
At a minimum, Personnel Records will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Red Cardinal and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Red Cardinal will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Red Cardinal will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana

plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
  - Red Cardinal will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
  - Within ten (10) calendar days, Red Cardinal will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Red Cardinal for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Red Cardinal's jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, Red Cardinal will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Red Cardinal agents present during the disposal or other handling, with their signatures. Red Cardinal will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

- Recordings shall not be destroyed or altered and shall be retained as long as necessary if Red Cardinal is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - Red Cardinal will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records that any and all of Red Cardinal's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Red Cardinal shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Red Cardinal closes, all records will be kept for at least two (2) years at Red Cardinal's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Red Cardinal will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

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

  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of Red Cardinal's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);

- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Red Cardinal operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Red Cardinal, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Red Cardinal's website.
- Policies and procedures for the handling of cash on Red Cardinal premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Red Cardinal shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

#### Record-Retention

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

## QUALIFICATIONS AND TRAINING

Red Cardinal will ensure that all employees hired to work at a Red Cardinal facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

### Qualifications

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

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

### Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Red Cardinal's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Red Cardinal's current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a "Responsible Vendor". Once Red Cardinal is designated a "Responsible Vendor", all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".

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

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

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

**AFFIDAVIT OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid or proposal is in all respects bona fide and fair and has been made and submitted in good faith without collusion or fraud with any other person. As used in this affidavit, the word "person" shall mean any natural person, joint venture, business, partnership, corporation, union, committee, club, organization, group of individuals, or other business or legal entity.

**Signature:** 

**Date:** 5/27/2020

**Name [Printed]:** Salvatore R. Carabetta

**Title:** Manager as duly authorized

**Company:** RC Retail Princeton LLC

On this 27 day of May, 2020, before me, the undersigned notary public, appeared Salvatore R. Carabetta proved to be by personal knowledge to be the person whose name is signed on the attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Commission expires December 19, 2025



**TOWN OF PRINCETON – REQUEST FOR PROPOSALS**

SALE OF MECHANICS HALL

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L., Ch. 62C, s. 49A, the undersigned certifies, under the penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

  
\_\_\_\_\_  
Signature of Individual or Corporate Officer

RC Retail Princeton LLC  
\_\_\_\_\_  
Company Name

85-1144559  
\_\_\_\_\_  
Social Security Number or Federal Identification Number\*

5/27/2020  
\_\_\_\_\_  
Date

On this 27 day of May, 2020, before me, the undersigned notary public, appeared Salvatore R. Carabetta proved to be by personal knowledge to be the person whose name is signed on the attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Commission expires December 19, 2025



**TOWN OF PRINCETON– REQUEST FOR PROPOSALS**

**SALE OF MECHANICS HALL**

**CERTIFICATE OF AUTHORITY**

Give full names and residences of all persons and parties interested in the foregoing proposal:  
(Notice: Give first and last name in full; in case of a corporation, give names of President and Treasurer; in case of a limited liability company, give names of the individual members, and, if applicable, the names of all managers; in case of a partnership or a limited partnership, all partners, general and limited and; in case of a trust, all the trustees)

**NAME ADDRESS ZIP CODE**

RC Retail Princeton LLC - 30 Pullman Street, Worcester, MA 01606  
Red Cardinal MA, LLC - Manager / Member of RC Retail Princeton LLC - 30 Pullman Street, Worcester, MA 01606  
Red Cardinal LLC - Manager of Red Cardinal MA, LLC - 30 Pullman Street, Worcester, MA 01606  
Salvatore R. Carabetta - Manager of Red Cardinal LLC -30 Pullman Street, Worcester, MA 01606

Kindly furnish the following information regarding the Proposer:

**1) IF A PROPRIETORSHIP** Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Home: \_\_\_\_\_

**2) IF A PARTNERSHIP** Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

**Names and Addresses of Partners**

**PARTNER NAME ADDRESS ZIP CODE**

_____	_____	_____
_____	_____	_____
_____	_____	_____

**3) IF A CORPORATION OR A LIMITED LIABILITY COMPANY**

Full Legal Name: RC Retail Princeton LLC

State of Organization: Massachusetts

Principal Place of Business 30 Pullman Street, Worcester, MA 01606

Qualified in Massachusetts: Yes  No

Place of Business in Massachusetts: 30 Pullman Street, Worcester, MA 01606

**4) IF A TRUST**

Full Legal Name: \_\_\_\_\_

Recording Information: \_\_\_\_\_

Full names and address of all trustees: NAME ADDRESS ZIP CODE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: 

Printed name: Salvatore R. Carabetta

Title: Manager as duly authorized

Name of Business: RC Retail Princeton LLC

Date: 5/27/2020

On this 27 day of May, 2020, before me, the undersigned notary public, appeared Salvatore R. Carabetta proved to be by personal knowledge to be the person whose name is signed on the attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Commission expires December 19, 2025



**TOWN OF PRINCETON – REQUEST FOR PROPOSALS**

**SALE OF MECHANICS HALL**

**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property: The parcel of land with the building and other improvements thereon located at 104 Main Street, Princeton.

(2) Type of Transaction, Agreement, or Document:  
Sale of Town Property

(3) Public Agency Participating in Transaction:  
Town of Princeton

(4) Disclosing Party's Name and Type of Entity (if not an individual):  
RC Retail Princeton LLC; Limited Liability Company

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Landlord  Lessee/Tenant

Seller/Grantor  Buyer/Grantee

Other (Please describe): \_\_\_\_\_

**DISCLOSURE STATEMENT FOR TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY  
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time-share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

**NAME RESIDENCE**

Salvatore R. Carabetta - 200 Pratt Street, Meriden, CT 06450

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(7) None of the above-named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none):

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

*No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.*

Any official elected to public office in the commonwealth, or any employee of the Division of Capital Asset Management and Maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the State Ethics Commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

RC Retail Princeton LLC

Print Name of Disclosing Party (from Section 4, above)



05/27/2020

Authorized Signature of Disclosing Party Date (mm / dd / yyyy)

Salvatore R. Carabetta; Manager as duly authorized

Print Name & Title of Authorized Signer

On this 27 day of May, 2020, before me, the undersigned notary public, appeared Salvatore R. Carabetta proved to be by personal knowledge to be the person whose name is signed on the attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Commission expires December 19, 2025



Red Cardinal LLC  
200 Pratt Street  
Meriden, CT 06540

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May 22, 2020

Town of Princeton  
Town Administrator's Office  
206 Worcester Road, Suite 18  
Princeton, MA 01541

**RE: RC Retail Princeton LLC – Certification Authorizing Salvatore R. Carabetta to Sign RC Retail Princeton LLC’s Proposal for the Purchase and Redevelopment of Property Owned by the Town of Princeton, Massachusetts (the “Proposal”)**

To Whom it May Concern:

I, Salvatore R. Carabetta, the undersigned Manager of Red Cardinal LLC, the Manager of Red Cardinal MA LLC, the manager of RC Retail Princeton LLC hereby certify that I have the authorization to sign the Proposal on behalf of RC Retail Princeton LLC.

Very Truly Yours,



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Salvatore R. Carabetta  
Manager, Red Cardinal LLC