



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283689  
Original Issued Date: 06/11/2021  
Issued Date: 06/11/2021  
Expiration Date: 07/15/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: JWTC Wick LLC

Phone Number: 978-879-7840 Email Address: billduggan7@gmail.com

Business Address 1: 264 Newburyport Turnpike Business Address 2:  
Business City: Rowley Business State: MA Business Zip Code: 01969  
Mailing Address 1: 11 Upper Beacon Street Mailing Address 2:  
Mailing City: Maynard Mailing State: MA Mailing Zip Code: 01754

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Veteran-Owned Business

### PRIORITY APPLICANT

Priority Applicant: no  
Priority Applicant Type: Economic Empowerment Priority  
Economic Empowerment Applicant Certification Number:  
RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:  
Department of Public Health RMD Registration Number:  
Operational and Registration Status:  
To your knowledge, is the existing RMD certificate of registration in good standing?:  
If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 90.1 Percentage Of Control: 90.1  
Role: Owner / Partner Other Role:  
First Name: William Last Name: Duggan Suffix:  
Gender: Male User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

<b>Entity Legal Name:</b> Cannapreneur Partners LLC		<b>Entity DBA:</b>	
<b>Email:</b>	<b>Phone:</b>		
toddsullivan@cannapreneurpartners.com	774-696-1706		
<b>Address 1:</b> 110 Turnpike Road		<b>Address 2:</b> Suite 114	
<b>City:</b> Westborough	<b>State:</b> MA	<b>Zip Code:</b> 01581	
<b>Types of Capital:</b> Monetary/Equity	<b>Other Type of Capital:</b>	<b>Total Value of Capital Provided:</b>	<b>Percentage of Initial Capital:</b>
		\$12000000	100
<b>Capital Attestation:</b> Yes			

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

**Establishment Address 1:** 264 Newburyport Turnpike

**Establishment Address 2:**

**Establishment City:** Rowley

**Establishment Zip Code:** 01969

**Approximate square footage of the establishment:** 2500

**How many abutters does this property have?:** 9

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant - JWTC - Rowley (2).pdf	pdf	5fc6ab62d8789e0780e40365	12/01/2020
Certification of Host Community Agreement	CCC HCA Certification Form Signed 12 7 2020.pdf	pdf	5fcfe87487f4c7077b610d8c	12/08/2020
Community Outreach Meeting Documentation	JWTC Wick COM packet complete reduced.pdf	pdf	60005f8f44f61c07f6800913	01/14/2021

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	NEVA letter for JWTC Wick Rowley updated.pdf	pdf	5fc6ac55dd0ccd077448d9fc	12/01/2020
Plan for Positive Impact	Updated and REVISED- Positive Impact Plan 12-1-2020 (2).pdf	pdf	5fd39fc991587f078718ffa5	12/11/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner      Other Role: President  
First Name: William      Last Name: Duggan      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor      Other Role:  
Entity Legal Name: Cannapreneur Partners, LLC      Entity DBA:  
Entity Description: Limited Liability Corporation  
Phone: 774-696-1706      Email: toddsullivan@cannapreneurpartners.com  
Primary Business Address 1: 110 Turnpike Road      Primary Business Address 2: Suite 114  
Primary Business City: Westborough      Primary Business State: MA      Principal Business Zip Code: 01581  
Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	C1 JWTC Wick LLC MA Certificate of Good Standing.pdf	pdf	5fc6af24c3fca007695a805b	12/01/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing from MA Dept of Unemployment.pdf	pdf	5fc6af39dd0ccd077448da1c	12/01/2020
Articles of Organization	reduced Articles of Organization JWTC Wick from Secretary of Commonwealth.aspx.pdf	pdf	5fc6afaeaa3b3307861d02c4	12/01/2020
Department of Revenue - Certificate of Good standing	Certificate of Good Standing.pdf	pdf	5fca5ab715105a0779711c8f	12/04/2020
Bylaws	JWTC Wick Operating Agreement signed by Duggan.pdf	pdf	5fd12ff2c3fca007695a99e8	12/09/2020

No documents uploaded

Massachusetts Business Identification Number: 001453357

Doing-Business-As Name: Joint Operations

DBA Registration City: Rowley

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	rowley biz plan .pdf	pdf	5fc6b0004a175107ac951c93	12/01/2020
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_JWTC_WICK_LLC (1).pdf	pdf	5fc6b0155ea0dd0748179fc5	12/01/2020
Proposed Timeline	Proposed Timeline- Rowley 2nd version.pdf	pdf	6000709b44f61c07f680098a	01/14/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Security Plan FINAL.pdf	pdf	5fce67cd418c5607a11d9d3f	12/07/2020
Storage of marijuana	JWTC Wick - Storage of Marijuana (2).pdf	pdf	5fce690f91587f078718f00f	12/07/2020
Plan for obtaining marijuana or marijuana products	JWTC Wick - Plan for Obtaining Marijuana and Marijuana Products (1).pdf	pdf	5fce6911c3fca007695a90a4	12/07/2020
Restricting Access to age 21 and older	JWTC Wick - Restricting Access to age 21 and older - revised.pdf	pdf	5fce6a845ea0dd074817b088	12/07/2020
Transportation of marijuana	JWTC Wick - Transportation of Marijuana (1).pdf	pdf	5fce6a84728b9907c6dd752e	12/07/2020
Record Keeping procedures	JWTC Wick - Record Keeping Procedures (2).pdf	pdf	5fce6a86aa3b3307861d130f	12/07/2020
Qualifications and training	JWTC Wick - Qualifications and Training (2).pdf	pdf	5fce6a88c3fca007695a90b0	12/07/2020
Personnel policies including background checks	JWTC Wick - Personnel Policies Including Background Checks (2).pdf	pdf	5fce6aba91587f078718f025	12/07/2020
Maintaining of financial records	JWTC Wick - Maintaining of Financial Records (2).pdf	pdf	5fce6abbc3fca007695a90b6	12/07/2020
Dispensing procedures	JWTC Wick - Dispensing Procedures (2).pdf	pdf	5fce6abcd8789e0780e4145e	12/07/2020
Inventory procedures	JWTC Wick - Inventory Procedures (1).pdf	pdf	5fce6ae4925f52079a1f2ddd	12/07/2020
Diversity plan	JWTC Wick - Diversity Plan (3).pdf	pdf	5fd125bfc3fca007695a999e	12/09/2020
Prevention of diversion	JWTC Wick - Prevention of Diversion (3).pdf	pdf	5fd3e3c7418c5607a11dae60	12/11/2020
Quality control and testing	JWTC Wick - Quality Control and Testing (3).pdf	pdf	5fd3e515925f52079a1f3eda	12/11/2020
Energy Compliance Plan	JWTC Wick LLC- energy plan (1).pdf	pdf	60007147b11eae07c3c5a1f8	01/14/2021

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

Date generated: 07/01/2022

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### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

#### Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 8:00 PM

## JWTC Wick, LLC

### JWTC Wick; Retail; 264 Newburyport Turnpike, Rowley **Plan to Remain Compliant with Local Zoning**

#### **Zoning By-Law Section 4.13; Marijuana Not Medically Prescribed.**

The JWTC Wick, LLC, (“JWTC Wick”) is a proposed Marijuana Retailer that meets Section 4.13 of the Town of Rowley’s Zoning Bylaw as a use for “Marijuana Not Medically Prescribed” of Rowley’s Zoning By-law.

The proposed location of the marijuana establishment, JWTC Wick, is 264 Newburyport Turnpike, Rowley, within the Retail District. The subject site is located within the required zoning district, allowed by the special permit granting authority - the Rowley Planning Board - with an application for a special permit which will be duly submitted, obtained, and maintained by JWTC Wick.

Pursuant to Section 4.13.3, Marijuana retailer may be located in the Retail District with a special permit issued by the Rowley Planning Board, provided that such use may not be located within two hundred (200) feet of a daycare facility, elementary or secondary school, or church or religious assembly, and provided that the Planning Board has approved a site plan.

The time frame for JWTC Wick obtaining this special permit is as follows: Approximately thirty (30) days for the applicant to prepare their application; approximately thirty (30) days for publishing and posting of public notice of the hearing date (a public hearing must be heard by the Planning Board after the application has been filed approximately within sixty-five (65) days in accordance with MGL 40A, §9). The first publication is not to be less than fourteen (14) days before the day of the hearing and by posting such notice in a conspicuous place in the Town Hall for a period of no less than fourteen (14) days of such hearing and by mailing it to “Parties in Interest” as provided in M.G.L. c. 40A, §11. The Planning Board, within ten (10) days after receipt of the application for a Special Permit shall transmit the copies over to the designated agencies in the Town. Approximately thirty (30) days for the final decision (decision must be rendered within ninety (90) days by MGL 40A, §9.); following the filing of final decision within ninety (90) days with the Planning Board, there is a statutory twenty (20) day appeal period. The total timeframe is approximately 150 days.

Application: As required under Section 7.8 of this Zoning By-Law, the general criteria for an application for a Special Permit shall be submitted to the Planning Board and shall include:

- a. Compliance – The licensed marijuana establishment shall be in compliance with all provisions and requirements of this by-law and abide by its general intent and purpose.  
JWTC Wick shall comply with this requirement.
- b. Site Plan – Six (6) copies of a detailed site plan shall be submitted to the Planning Board, the Board of Appeals or Board of Selectmen with the criteria set out in section 7.6.3 of the Site Plan Review process. Whereby the site plans will be prepared by a registered professional architect, landscape architect, or civil engineer, and shall be drawn to the following scale of one (1) inch equal to forty (40) feet, or one (1) inch equals twenty (20)

## JWTC Wick, LLC

feet; on a sheet or several sequentially numbered sheets not exceeding twenty-four (24) by thirty-six (36) inches in size; and, in compliance with the current rules of the Registry of Deeds. The site plan will include: (i) All property boundaries and dimensions, and the name of the owner of each property shown; (ii) the use and ownership of adjacent land, and the location and use of any buildings within two hundred (200) feet of the boundary of the subject property; (iii) all existing and proposed building and structures, covered areas, parking spaces, driveways, driveway openings, loading areas, and service areas on the subject property; (iv) with regard to external lighting and signage, the applicant will include a photometric plot of the site delineating external illumination levels in foot-candles with a schedule listing of luminaires (cutsheets); (v) a separate landscaping plan, prepared by a registered landscape architect, at the same size and scale as the site plan, providing the following information: existing and proposed location of trees, shrubs, planting areas, fences, walls, open spaces, walkways, and any unusual natural features or vegetation; (vi) provision for water disposal, drainage, erosion control, and utilities, including proposed connection and exterior appurtenances (e.g., fire alarm); (vii) existing and proposed topography of the lot and adjacent lots, and boundaries of all primary conservation areas; (viii) Architectural drawings showing facades, cross-sections, in floor plans of proposed buildings, additions, or reconstructions. (ix) easements, right-of-way, and zoning district lines; (x) walls, fences, ditches, ponds, streams, outdoor storage areas, and known surveyors' monuments of bounds. JWTC Wick shall comply with the foregoing requirements.

- c. Special Determinations – The Planning Board may issue a special permit only upon its written determination that the benefits of the proposed use outweigh any adverse effects or impacts of such use. The Planning Board will consider the following in its determination: (i) the social, economic, or community needs that would be served by the proposed use; (ii) the impact of the proposed use on public health and safety; (iii) the impact of the proposed use on the town services and the tax base; (iv) the adequacy of the utilities and water supplies, and the impact of the proposed use on stormwater drainage systems; (v) the impact of the proposed use on traffic flow and safety, on the site and throughout the Town, and the adequacy of parking and loading facilities; (vi) the impact of the proposed use on the character and the natural environment of the Town; (vii) the compatibility of all proposed buildings and structures with the character, scale, and design of existing buildings and structures in the neighborhood; (viii) the impact of the proposed use on adjacent properties and the neighborhood; and (ix) any other criteria specified by other sections of this by-law. JWTC Wick understands the foregoing and shall comply with the requirements issued by the Planning Board.
- d. Conditions - The Planning Board may impose such conditions on the special permit as it deems necessary to protect the Town, the public, or other properties in the area from detrimental impact. The conditions that may be imposed include, but are not limited to, conditions relating to noise, traffic control, dust control, sanitation, number of occupants, hours of operation, deliveries, water quality testing, and monitoring, police details, and performance bonds. JWTC Wick shall comply with the foregoing requirements.

## JWTC Wick, LLC

Application: As required under Section 7.8.3 of this Zoning By-Law, the Miscellaneous Provisions for an application for a Special Permit shall be submitted to the Planning Board upon their request and shall include:

- a. The Planning Board shall issue special permits in accordance with M.G.L. c. 40A, §9. In deciding whether to issue a special permit, the Planning Board will consider any comments or recommendations submitted by other Town departments, boards, or commissions. JWTC Wick understands and shall comply.
- b. The Planning Board may, after notice and hearing, adopt rules and regulations specifying the content and number of required plans, application procedures, filing and review fees, design and development standards, and other general requirements to be applied with respect to the proposed use. JWTC Wick understands and shall comply.

Site Plan Criteria in granting a Special Permit, as set forth in Section 7.6.3.1 of this Zoning By-Law, the Planning Board shall find the following criteria are met.

- a. The protection of adjoining premises and the neighborhood from detrimental impacts resulting from the use of the subject property, including the creation of a nuisance by virtue of noise, odor, unsightliness, vibration, or light trespass. JWTC Wick shall comply.
- b. Convenience and safety of vehicular and pedestrian movement within the site and in relation to adjacent streets. JWTC Wick shall comply.
- c. Adequacy of methods for water supply, sewage disposal, and surface drainage. JWTC Wick shall comply.
- d. Adequacy of off-street parking and loading areas. JWTC Wick shall comply.
- e. Signage and exterior lighting, and visual impact of parking, storage, or other outdoor service areas. JWTC Wick shall comply.
- f. Consistency of the proposed development with the character, scale, and design of surrounding buildings. JWTC Wick shall comply.
- g. Adequacy of landscaping plans, including the use of natural land features, plantings, and screening materials. JWTC Wick shall comply.
- h. Compliance with the provisions of this by-laws. JWTC Wick shall comply.
- i. Adequacy of all required documents, such as easement and condominium documents, to assure the maintenance of buildings and structures and public and common lands. JWTC Wick shall comply.
- j. Adequacy of the measures proposed by the Applicant to buffer or screen any commercial activities or structures shown on the site plan from nearby residential neighborhoods or residentially zoned areas. JWTC Wick shall comply.



## JWTC Wick, LLC

### Other Laws Remain Applicable

1. Prior to the issuance of a Special Permit or site plan approval, the Licensed Marijuana Establishment must have entered into a Host Community Agreement (HCA) with the Town. JWTC Wick shall comply with this requirement.
2. Any Marijuana Establishment may be required to demonstrate, upon demand by law enforcement officers of the Town of Rowley and/or the local licensing authority, the source and quantity of any marijuana found upon the licensed premises are in full compliance with any applicable state law or regulation. JWTC Wick shall comply with this requirement.



## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

1. Name of applicant:

JWTC Wick LLC

2. Name of applicant's authorized representative:

William Duggan

3. Signature of applicant's authorized representative:

William Duggan

4. Name of municipality:

Town of Rowley

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

Clifford & Pierce, Chairmen, Rowley Board of Selectmen



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

*Clifford Fessenden*

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

*selectmen@townofrowley.org*

8. Host community agreement execution date:

*June 4, 2018*

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

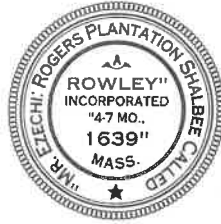
JWTC Wick LLC

Name of applicant's authorized representative:

William Duggan

Signature of applicant's authorized representative:





BOARD OF SELECTMEN  
139 Main Street • PO Box 275  
Rowley, MA 01969  
Phone (978) 948-2372  
Fax (978) 948-8202  
selectmen@townofrowley.org

## Town of Rowley

Massachusetts 01969

TOWN ADMINISTRATOR  
139 Main Street • PO Box 275  
Rowley, MA 01969  
Phone (978) 948-2705  
Fax (978) 948-8202  
debbie@townofrowley.org

December 22, 2020

JWTC Wick LLC  
Attn: William Duggan  
11 Upper Beacon Street  
Maynard, MA 01754

### RE: Request for Virtual Public Outreach Hearing

Dear Mr. Duggan:

Pursuant to applicable laws and regulations, I am writing in response to your request to the Town of Rowley Board of Selectmen for permission to conduct a virtual public outreach hearing on the siting of your proposed marijuana retail establishment, JWTC Wick LLC, at 264 Newburyport Turnpike Rowley, Massachusetts.

The Board of Selectmen discussed and approved your request to hold a virtual public outreach hearing during a duly-posted public meeting held on December 21, 2020.

This approval is conditioned on JWTC Wick LLC meeting the publishing and posting requirements of the public outreach hearing notice set forth by the Cannabis Control Commission. Please send me a copy of the hearing notice, once it is finalized and released.

Sincerely,

Deborah Eagan  
Rowley Town Administrator

C: Rowley Board of Selectmen

JWTC Wick LLC

Community Outreach Meeting 01.12.2021

Number of participants: 5



JWTC Wick LLC

Community Outreach Meeting 01.12.2021

Link to video

[https://youtu.be/WgHwhX\\_YC5I](https://youtu.be/WgHwhX_YC5I)

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**LEGAL NOTICES**

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**DOT**

Transportation

**Proposal**

received through the internet using 3 at that time publicly opened and 3-3973. No paper copies of bids

adOT in order to bid on projects. 1 days prior to a scheduled bid

awing projects are to be in accordance 30 \$ 39M.

PROJECT VALUE
\$65,000.00

ing projects are to be in accordance 149 as amended.

PROJECT VALUE
\$646,000.00

nd Liquid th's Vineyard

ronic copy of "Request Proposal n for approval: 1/19/2020, can be obtained at: https://www. as. qualified by the Department prior

www.bids.com. Other interested nts containing the Plans and to have access to information Informational Documents" to

formation will be available at strict Office whereas a project

**LAND**

**BERKSHIRE LAND OPPORTUNITY WITH LAKE ACCESS**

ten acres of land located in a pristine wooded area with access to a beautiful lake. Park, forest, and ready to build your dream house and resort in the country. Become part of an association and enjoy boating, kayaking, beach access and tennis courts. Located ten minutes from the town of Grafton, Barrington, MA, local restaurants, shops and more from ski areas. Asking price is \$190,000.00. Contact: brian.brian99@gmail.com

**LEGAL NOTICES**

Rowley, MA Community Outreach Meeting

Rowley, MA Adult-Use Retail Dispensary Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed adult-use marijuana retail establishment is scheduled for Tuesday, January 12, 2021 at 6 p.m.

In light of COVID-19, the meeting will be held virtually via Zoom. Meeting: join at https://zoom.us/j/72915000215 or by dialing (978) 205-0299 and entering Meeting ID: 729 1500 215.

The proposed adult-use marijuana retail establishment is anticipated to be located at 264 Newburyport Turnpike, Rowley, MA 01969. There will be an opportunity for the public to ask questions.

**New Listings Everyday**

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OLIVIER HOSLET/POOL VIA AP

Ambassadors from the European Union's 27 nations met on Christmas Day to start assessing the trade accord that takes effect in a week.

## Brexit deal done, now comes the high-stakes experiment

**► BREXIT**  
Continued from Page D1

and expensive."

British distributors, spared the calamity of a no-deal separation, were nevertheless scrambling to prepare the first of hundreds of thousands of new export certifications to allow their meat, fish, and dairy to be sold to the bloc. British food, once exempt from such burdensome checks, now faces the same inspections as European imports from countries like Chile or Australia.

Britain's services sector — encompassing not only London's powerful financial industry, but also lawyers, architects, consultants, and others — was largely left out of the 1,246-page deal, despite the sector accounting for 80 percent of British economic activity.

The deal also did little to assuage European migrants, some of whom left Britain during the pandemic and are now struggling to determine whether they need to rush back to establish a right to settle in Britain before the split is finalized on Dec. 31.

Negotiators have not formally published the voluminous trade deal, though both sides have offered summaries, leaving analysts and ordinary citizens uncertain about some details even as lawmakers in Britain and Europe prepare to vote on it in a matter of days.

But it had long been clear that the agreement would offer the City of London, a hub for in-



PAUL GROVER/POOL/AFP VIA GETTY IMAGES

Britain's prime minister, Boris Johnson, sought to sell the deal to the public after years of Brexit-related wrangling.

ternational banks, asset managers, insurance firms, and hedge funds, few assurances about future trade across the English Channel. Britain sells roughly 30 billion pounds, or \$40 billion, of financial services to the European Union each year, profiting from an integrated market that makes it easier in some cases to sell services from one member country to another than it is to sell services from one American state to another.

The new trade deal does smooth the flow of goods across British borders. But it leaves financial firms without the biggest benefit of European Union membership: the ability to easily offer services to clients across the region from a single base. This has long allowed a bank in London to provide loans to a business in Venice, Italy, or

trade bonds for a company in Madrid.

That loss is especially painful for Britain, which ran a surplus of 18 billion pounds, or \$24 billion, on trade in financial and other services with the European Union in 2019, but a deficit of 97 billion pounds, or \$129 billion, on trade in goods.

"The result of the deal is that the European Union retains all of its current advantages in trading, particularly with goods, and the UK loses all of its current advantages in the trade for services," said Tom Kibasi, former director of the Institute for Public Policy Research, a research institute. "The outcome of this trade negotiation is precisely what happens with most trade deals: The larger party gets what it wants and the smaller party rolls over."

## Analysis finds a significant drop in prescription opioid use

**► PHARMALOT**  
Continued from Page D1

prescriptions.

Four years ago, for instance, the Centers for Disease Control

A report released earlier this month by the HHS OIG found one in 10 Medicaid beneficiaries in six states — Alabama, Kentucky, Ohio, Tennessee, Virginia,

ter than a 2018 report that looked at that state alone. Fewer beneficiaries received at least one prescription opioid in a

December 14, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana retail establishment is scheduled for January 12, 2021 at 6pm. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/92915006215>

Meeting ID 929 1500 6215

Or Via Dial-in: (929) 205-6099 and entering the Meeting ID

The proposed marijuana retail establishment is anticipated to be located at 264 Newburyport Turnpike Rowley, MA. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of William Duggan.

*William Duggan*

William Duggan  
JWTC Wick LLC  
11 Upper Beacon Street  
Maynard, MA 01754  
(978) 879-7840  
[billduggan7@gmail.com](mailto:billduggan7@gmail.com)

Rowley Planning Board	39 Central Street	Rowley MA 01969
Rowley Town Administrator Office	139 Main Street	Rowley MA 01969
Rowley Board of Selectman	139 Main Street	Rowley MA 01969
Rowley Town Clerk	139 Main Street	Rowley MA 01969

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Rowley Planning Board  
39 Central St.  
Rowley, MA 01969



9590 9402 5950 0062 1859 66

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2551

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

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3. Service Type

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(30)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

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1. Article Addressed to:

Rowley Town Administrator Office  
139 Main St.  
Rowley, MA 01969



9590 9402 5950 0062 1860 79

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2582

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ MailMail Restricted Delivery  
(30)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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1. Article Addressed to:

Rowley Board of Selectman  
139 Main St.  
Rowley, MA 01969



9590 9402 5950 0062 1855 08

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2568

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

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B. Received by (Printed Name)

01969

☐ Agent  
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery (00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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1. Article Addressed to:

Rowley Town Clerk  
139 Main St.  
Rowley, MA 01969



9590 9402 5950 0062 1859 73

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2544

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

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B. Received by (Printed Name)

☐ Agent  
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail Restricted Delivery (00)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
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Domestic Return Receipt

December 14, 2020

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Sincerely, on behalf of William Duggan.

*William Duggan*

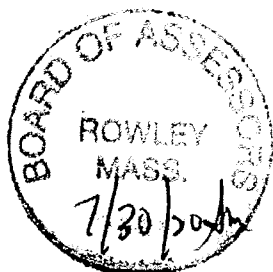
William Duggan  
JWTC Wick LLC  
11 Upper Beacon Street  
Maynard, MA 01754  
(978) 879-7840  
[billduggan7@gmail.com](mailto:billduggan7@gmail.com)



CERTIFIED ABUTTERS' LIST

Parcel ID	Location	Owner Name/Address
013-013	264-268 NEWBURYPORT TNP	264 NEWBURYPORT TURNPIKE LLC 278 NEWBURYPORT TNP ROWLEY, MA 01969
-----		
A B U T T E R S		
=====		
013-012-01	244 [REDACTED]	[REDACTED] [REDACTED] AMESBURY, MA 01913
013-014	467 [REDACTED]	[REDACTED] [REDACTED] ROWLEY, MA 01969
013-014-A	274 [REDACTED]	[REDACTED] [REDACTED] ROWLEY, MA 01969
013-014-F	272 [REDACTED]	[REDACTED] [REDACTED] ROWLEY, MA 01969
016-003	289-295 [REDACTED]	[REDACTED] [REDACTED] ALTON, NH 03809
016-004	285 NEWBURYPORT TNP	[REDACTED] ROWLEY, MA 01969
016-005	279 NEWBURYPORT TNP	[REDACTED] [REDACTED] ARLINGTON, MA 02476
016-006	275 NEWBURYPORT TNP	[REDACTED] [REDACTED] ROWLEY, MA 01969
016-007	255 NEWBURYPORT TNP	[REDACTED] [REDACTED] GEORGETOWN, MA 01833

9 parcels listed

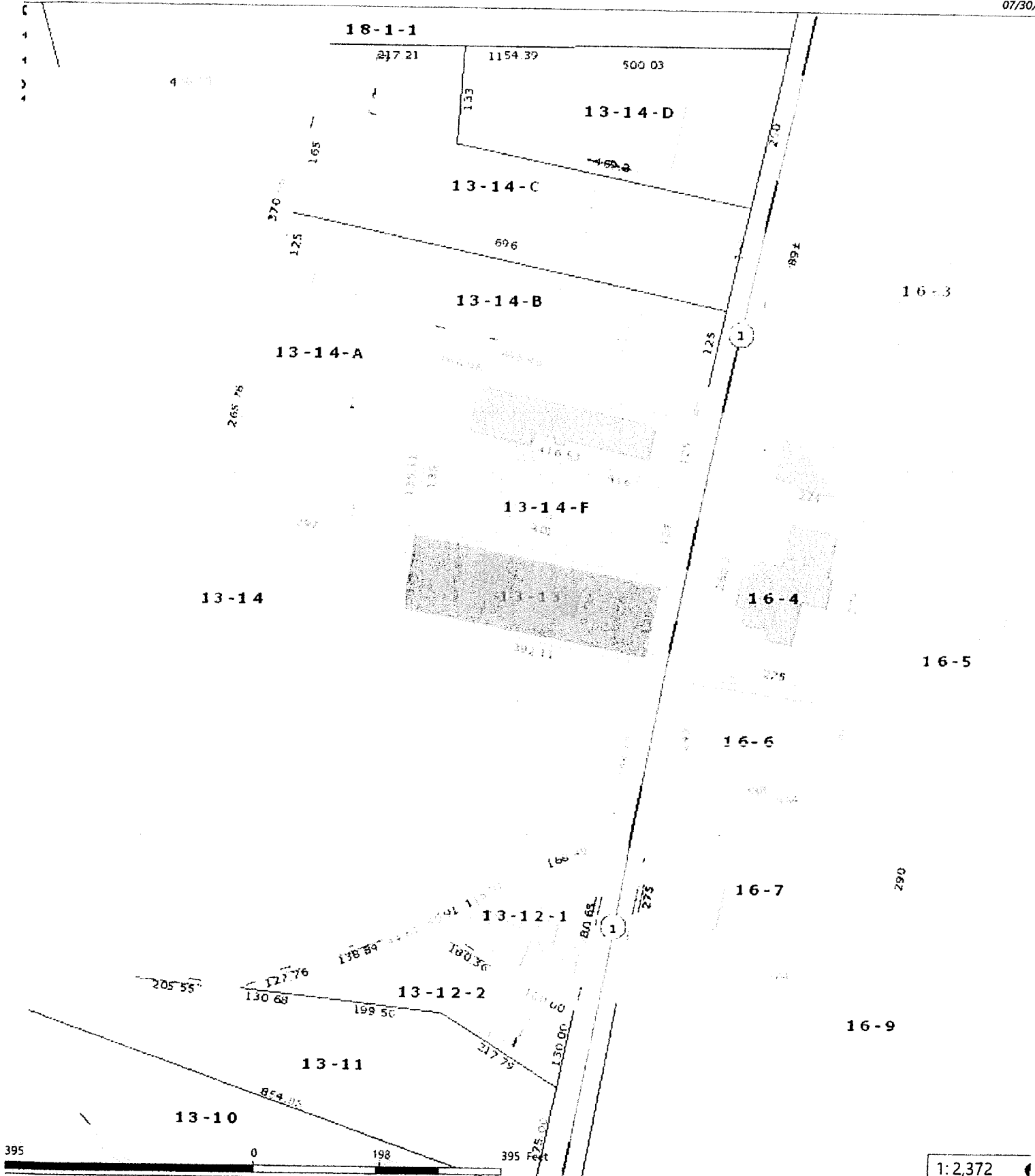


*Sean M. McVadden*  
Principal Assessor



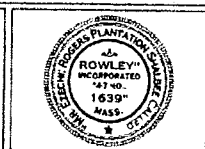
# Town of Rowley

07/30/20



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of Rowley & MassGIS/MassGIS.

MVPC AND THE TOWN OF ROWLEY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN OF ROWLEY AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION.



<p>Legend</p> <p>  Municipal Boundary   Building Footprints   Roads   Hydrographic Features   Intertide   Strains   Major Road   Local Road   Parcels </p>
--

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1. Article Addressed to:

GTS Realty LLC  
285 Newburyport Tnpk.  
Rowley, MA 01969



9590 9402 5950 0062 1860 17

2. Article Number (Transfer from service label)

7019 2970 0002 0231 3152

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

DEC 28 2020

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured MailMail Restricted Delivery  
(00)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

USPS

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

264 Newburyport Turnpike LLC  
278 Newburyport Tnpk.  
Rowley, MA 01969



9590 9402 5950 0062 1854 92

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2575

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

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☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

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3. Service Type

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(00)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

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Domestic Return Receipt

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sandler Richard K  
Sandler Camille A  
79 Elm St.  
Amesbury, Ma 01913



9590 9402 5950 0062 1860 62

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2612

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C/O SANDLER

C. Date of Delivery

12-28-20

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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(00)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Town of Rowley  
Conservation Commission  
PO Box 24  
Rowley, MA 01969



9590 9402 5950 0062 1860 55

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2629

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

Brent Baerlund

C. Date of Delivery

1-4-21

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted DeliveryMail  
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(00)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Town of Rowley  
Tax Taking  
PO Box 347  
Rowley, Ma 01969



9590 9402 5950 0062 1859 97

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2520

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]*  
B. Received by (Printed Name)

- ☐ Agent  
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

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☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery

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☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

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Mail Restricted Delivery  
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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Pearce Industrial Park of Rowley  
LLC  
PO Box 727  
Alton, NH 03809



9590 9402 5950 0062 1860 24

2. Article Number (Transfer from service label)

7019 2970 0002 0231 3343

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

*[Signature]*  
B. Received by (Printed Name)

- ☐ Agent  
☒ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
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Mail Restricted Delivery  
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1. Article Addressed to:

TRS Potato Realty Trust  
S/O Newburyport Tnpk Invest LLC  
1 Industrial Way  
Georgetown, MA 01833



9590 9402 5950 0062 1859 80

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2537

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

Theresa Goffa

C. Date of Delivery

12/30/2020

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail

Mail Restricted Delivery (0)

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tzortzis Eugene  
278 Newburyport Tnpk.  
Rowley, MA 01969



9590 9402 5950 0062 1860 48

2. Article Number (Transfer from service label)

7019 2970 0002 0231 3329

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☒ Addressee

B. Received by (Printed Name)

Eugene Tzortzis

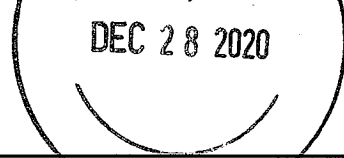
C. Date of Delivery

12/28/2020

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail

Mail Restricted Delivery (0)

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PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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1. Article Addressed to:

TRS Spartan Realty Trust  
Tzortzis Gino ET AL Trustees  
278 Newburyport Tnpk.  
Rowley, MA 01969



9590 9402 5950 0062 1860 31

2. Article Number (Transfer from service label)

7019 2970 0002 0231 3336

PS Form 3811, July 2015 PSN 7530-02-000-9053

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

DEC 28 2020

3. Service Type

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Mail

Restricted Delivery

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Domestic Return Receipt

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1. Article Addressed to:

Commonwealth of Massachusetts  
Massachusetts Highway  
519 Appleton St.  
Arlington, MA 02476



9590 9402 5950 0062 1860 00

2. Article Number (Transfer from service label)

7019 2970 0002 0231 2513

PS Form 3811, July 2015 PSN 7530-02-000-9053

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A. Signature

X

☐ Agent☐ Addressee

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C. Date of Delivery

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ARLINGTON MA

3. Service Type

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Domestic Return Receipt

## **POSITIVE IMPACT PLAN**

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, JWTC Wick, LLC ("JWTC Wick" or "the Company") has created the following Positive Impact Plan.

JWTC Wick's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

JWTC Wick will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

### **Goal #1:**

Provide financial support to New England Veterans Alliance ("NEVA") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

### **Program:**

Donate a total of \$2,500.00 annually to New England Veterans Alliance. The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. NEVA does important work in New England and across the country to improve veterans' lives, and building community for veterans. NEVA offers support, education and/or job training to Massachusetts residents disproportionately

impacted by the War on Drugs. Specifically, this donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England, specifically those veterans located in areas of disproportionate impact (ADI) and/or have had past drug convictions.

#### Measurement and Accountability:

At the end of each year, JWTC Wick will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the JWTC Wick has given to the program outlined above. JWTC Wick will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. NEVA will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact.

NEVA will provide an annual report to JWTC Wick, summarizing the use of the funds, as well as the disproportionately impacted communities the programs have worked with, and whether the individuals participating in the programs have had past drug convictions. NEVA will provide a copy to the Cannabis Control Commission upon request.

#### Goal #2:

On an annual basis, cover the costs/fees associated with obtaining an expungement of the criminal record for up to 5 individuals that are past or present residents of ADI's who have cannabis-related felonies.

#### Program:

JWTC Wick will Commit \$2,500 a year to our Cannabis Expungement Program ("CEP") that will provide financial assistance for legal/filing fees for up to 5 individuals from areas of disproportionate impact attempting to expunge cannabis criminal charges from their record. JWTC Wick will identify an attorney to volunteer their time to help individuals with completing the necessary expungement paperwork.

#### Measurement and Accountability:

JWTC Wick will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the CEP led to measurable success of our goal. The metric to be used in determining whether the goals were met will be to produce the total number of individuals JWTC Wick has assisted with funding expungements per year and



indicate the specific ADI where that individual resides or has resided. In addition, JWTC Wick will produce documentation that criminal records of individuals in the CEP have had their records expunged.

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

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

JWTC Wick expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).



William Francis Galvin  
Secretary of the  
Commonwealth

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

August 28, 2020

TO WHOM IT MAY CONCERN:

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

**JWTC WICK, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 12, 2020**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:  
**WILLIAM DUGGAN**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **WILLIAM DUGGAN**

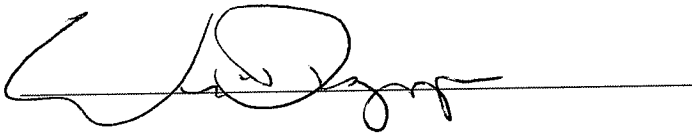


In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*  
Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts  
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, William Dussan, an  
authorized representative of JWTC Wick LLC certify that  
Joint Operations does not currently have employees and is therefore unable  
to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate  
of Good Standing or Compliance.



Signature of Agent

Date 11/09/2020

Name: William Dussan

Title: President

Entity:

**F**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Foreign Limited Liability Company**

**Application for Registration**

(General Laws Chapter 156C, Section 48)

Federal Identification No.: \_\_\_\_\_

(1a) The exact name of the limited liability company:

**JWTC Wick, LLC**

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction\* where the limited liability company was organized:

**Delaware**

(3) The date of organization in that jurisdiction: **05/19/2020**

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

**The LLC is organizing in order to apply for a license with the CCC.**

(5) The business address of its principal office:

**11 Upper Beacon Street**

**Maynard, MA 01754**

(6) The business address of its principal office in the Commonwealth, if any:

**11 Upper Beacon Street**

**Maynard, MA 01754**

(7) The name and business address, if different from principal office location, of each manager:

**William Duggan**

**11 Upper Beacon Street**

**Maynard, MA 01754**

- (8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

William Duggan

ADDRESS

11 Upper Beacon Street  
Maynard, MA 01754

- (9) The name and street address of the resident agent in the Commonwealth:

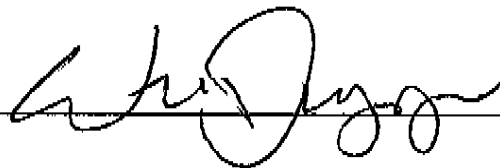
William Duggan  
11 Upper Beacon Street  
Maynard, MA 01754

- (10) The latest date of dissolution, if specified: None

- (11) Additional matters:

n/a

Signed by (by at least one authorized signatory):



I William Duggan

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c156C § 48 (or attach resident agent's consent hereto).

\* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY "JWTC WICK, LLC" IS DULY FORMED UNDER  
THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A  
LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF  
THE TENTH DAY OF AUGUST, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "JWTC WICK, LLC"  
WAS FORMED ON THE NINETEENTH DAY OF MAY, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN  
ASSESSED TO DATE.



7977274 8300

SR# 20206655477

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203436935

Date: 08-10-20

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

August 12, 2020 04:32 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

mass.gov/dor

Letter ID: L0398098752  
Notice Date: November 16, 2020  
Case ID: 0-000-727-950



## CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



JWTC WICK LLC  
11 UPPER BEACON ST  
MAYNARD MA 01754-1521

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

We received your request for a Certificate of Good Standing and/or Tax Compliance for JWTC WICK LLC. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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

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

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

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

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

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: 7h92wm

Edward W. Coyle, Jr., Chief  
Collections Bureau



**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
JWTC WICK, LLC  
A DELAWARE LIMITED LIABILITY COMPANY**

The undersigned member (the "Member") hereby forms a limited liability company pursuant to and in accordance with the statute governing limited liability companies in the State of Delaware (as amended from time to time, the "Act"), and hereby declares the following to be the Limited Liability Company Agreement of such limited liability company (this "Agreement"):

1. **Name.** The name of the limited liability company (the "Company") is JWTC WICK, LLC.

2. **Purpose and Powers.** The purpose of the Company is (i) and (ii) to engage in any activity for which limited liability companies may be organized in the State of Delaware. The Company shall possess and may exercise all of the powers and privileges granted by the Act and all of the lawful powers and privileges granted by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the lawful business purposes or activities of the Company. If a more specific purpose is required for any contract or license, Member Bill Duggan may state such a purpose at any time.

3. **Formation; Term; Existence.** Member Bill Duggan , as an authorized person, has executed, delivered and filed the initial Certificate of Formation of the Company with the Secretary of State of the State of Delaware. The Member shall execute, deliver and file any amendments and/or restatements of the Certificate of Formation of the Company and any other certificates or other documents (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business. The term of the Company commenced on the date hereof, being the date the initial Certificate of Formation of the Company was filed with the Secretary of State of the State of Delaware, and the term of the Company shall continue until the dissolution of the Company pursuant Section 16 hereof. The existence of the Company as a separate legal entity shall continue until the cancellation of the Certificate of Formation of the Company pursuant to the Act and this Agreement.

4. **Registered Office.** The LLC shall continuously maintain in the state of Delaware, a known place of business that may be the address of its statutory agent.

5. **Registered Agent.** The LLC shall continuously maintain in the state of Delaware, a statutory agent.

6. **Admission of Member.** Simultaneously with the execution and delivery of this Agreement and the filing of the initial Certificate of Formation of the Company with the

Secretary of State of the State of Delaware, the Member is hereby admitted to the Company as the sole member of the Company in respect of the Interest (as hereinafter defined), which Interest shall be issued by the Company to the Member, and shall be acquired by the Member, upon the delivery to the Company of the Member's capital contribution as provided in Section 8 below.

7. Interest. The Company shall be authorized to issue a single class of limited liability company interest in the Company (the "Interest"), which may be evidenced by a certificate,<sup>1</sup> and shall include any and all benefits to which the holder of such Interest may be entitled in this Agreement and under the Act, together with all obligations of such person to comply with the terms and provisions of this Agreement and obligations under the Act. The Company need not issue certificates. Any holder of Interests may file an 83(b) election within the time allowed for such elections.

8. Capital Contributions. Simultaneously with the execution hereof, the Member is contributing **\$100.00** to the Company in exchange for all of the Interests in the Company. The Member may, but shall not be required to, contribute additional cash or other property to the Company as it shall decide, from time to time. Any records that the the Member keeps of capital contributions shall be conclusive of contributed value without being limited by the initial contribution.

9. Tax Characterization and Returns. Until such time as the Company shall have more than one member, it is the intention of the Member that the Company be disregarded for federal and all relevant state tax purposes and that the activities of the Company be deemed to be activities of the Member for such purposes. All provisions of the Company's Certificate of Formation and this Agreement are to be construed so as to preserve that tax status. The Member is hereby authorized to file any necessary elections with any tax authorities and shall be required to file any necessary tax returns on behalf of the Company with any such tax authorities.

10. Management. The management of the Company shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company. All instruments, contracts, agreements and documents shall be valid and binding on the Company if executed by the Member on behalf of the Company.

11. Distributions. At such time or times as the Member shall determine, the Member may cause the Company to distribute to the Member any cash held by the Company that is neither reasonably necessary for the operation of the Company nor otherwise in violation of applicable law (including, but not limited to, the Act).

12. Assignments. The Member may assign all or any part of its Interest in the sole discretion of the Member. Any transferee of all or any portion of an Interest shall automatically be deemed admitted to the Company as a substituted Member in respect of the Interest or such portion thereof transferred by the transferring Member and the transferring Member shall be deemed resigned and withdrawn in respect of such Interest or portion thereof; provided, in any

event, that the transferee must agree in a document or instrument to be bound by the terms of this Agreement.

13. Resignation and Withdrawal. The Member may resign or withdraw from the Company at any time. Upon any such permitted resignation or withdrawal, the resigning or withdrawing Member shall receive the fair value of its Interest in accordance with the Act, determined as of the date it ceases to be a member of the Company.

14. Additional Members. No additional persons may be admitted as members of the Company except upon an assignment by the Member of all or any part of its Interest or except upon the consent of the Member.

15. Compensation. The Member shall not receive compensation for services rendered to the Company.

16. Dissolution. The Company shall dissolve, and its affairs shall be wound up, in accordance with the Act. Upon the dissolution of the Company, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and the Member, and the Member shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs; provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Member until such time as the property of the Company has been distributed pursuant to Section 17 and the Certificate of Formation of the Company has been cancelled pursuant to the Act and this Agreement. The Member shall be responsible for overseeing the liquidation and winding up of the Company.

17. Distributions upon Dissolution. Upon the dissolution of the Company as provided in Section 16, the assets of the Company shall be distributed in accordance with the Act.

18. Cancellation. Upon completion of the winding up and liquidation of the Company in accordance with Sections 16 and 17 and the Act, the Member shall promptly cause to be executed and filed the necessary documents to terminate, cancel and/or dissolve the accordance with the Act and the laws of any other jurisdictions in which the Member deems such filing necessary or advisable.

19. Limited Liability. The Member shall have no liability for the obligations of the Company except to the extent required by the Act, if any.

20. Amendment. This Agreement may be amended only in a writing signed by the Member.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CONFLICTS OF LAWS RULE OR PRINCIPLE THAT MIGHT REFER THE

## GOVERNANCE OR CONSTRUCTION OF THIS AGREEMENT TO THE LAW OF ANOTHER JURISDICTION.

22. Severability. Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain hereunder.

23. Notices. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing or by electronic mail or facsimile and shall be deemed to have been delivered, given and received for all purposes (a) when the same is delivered, if delivered personally to the person or to an officer of the person to whom the same is directed, (b) when the same is actually received, if sent either by courier or delivery service or registered or certified mail, postage and charges prepaid, or (c) when the same is sent unless the sender has actual knowledge of non-receipt, if sent by electronic mail or facsimile, if such electronic mail or facsimile is followed by a hard copy of the emailed or facsimiled communication sent either by courier or delivery service or registered or certified mail, postage and charges prepaid, addressed to the recipient party at the address, electronic mail address and/or facsimile number set forth for such party in the books and records of the Company.

24. Forum Selection/Consent to Jurisdiction. Any proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought, conducted and heard in the State or Federal courts of the State of Delaware and such State and Federal courts shall have non-exclusive jurisdiction over any proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement. The Member hereby irrevocably (a) submits to the non-exclusive personal jurisdiction of such courts, (b) agrees to service of such courts' process upon it with respect to any such proceeding, (c) waives any objection to venue laid therein and (d) consents to service of process by registered mail, return receipt requested. Nothing herein shall affect the right of any party to serve legal process in any manner permitted by law or affect its right to bring any action in any other court.

25. Relationship between the Agreement and the Act. Regardless of whether any provision of this Agreement specifically refers to particular Default Rules, (a) if any provision of this Agreement conflicts with a Default Rule, the provision of this Agreement shall control and the Default Rule shall be modified or negated accordingly and (b) if it is necessary to construe a Default Rule as modified or negated in order to effectuate any provision of this Agreement, the Default Rule shall be so construed. For purposes of this Section 25, "Default Rule" shall mean a rule stated in the Act that applies except to the extent it is negated or modified through the provisions of a limited liability company's Certificate of Formation or operating agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be executed as of the <sup>9</sup>\_\_\_\_ day of \_\_\_\_\_, 20<sup>20</sup>.

MEMBER:

DocuSigned by:

*William Duggan*

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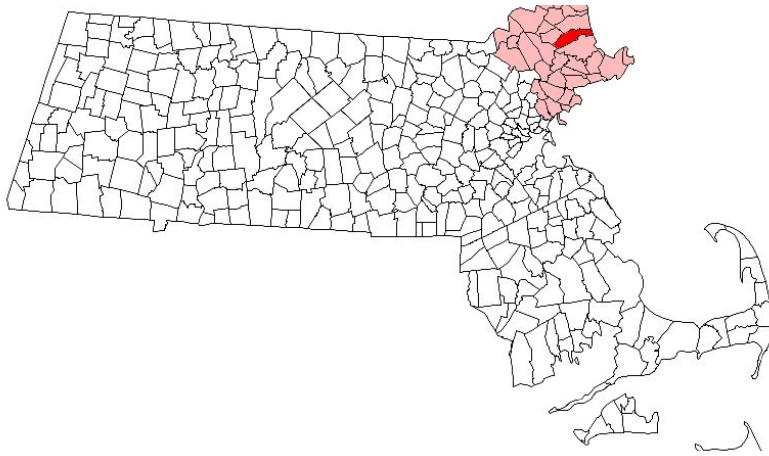
Bill Duggan

---

# **JWTC Wick**

**Business Plan**  
**November 16, 2020**

## **Executive Summary**



### **Company Name**

JWTC Wick LLC

### **Location**

264 Newburyport Turnpike  
Rowley, Ma 01951

### **Mission Statement**

Our mission is to establish ourselves as a respected brand in the Massachusetts cannabis industry by providing high quality and consistent marijuana products to our customers.

### **The Company**

JWTC Wick, a Delaware Corporation (EIN # 85-1201109), is seeking a retail marijuana establishment license from the Cannabis Control Commission (“CCC”) to operate a retail shop located at 264 Newburyport Turnpike Rowley, Massachusetts. JWTC is a joint operation between military veterans and civilians to bring a cannabis dispensary to the area.

The Board of Directors at JWTC Wick is an experienced and determined group with a diverse professional background and a shared enthusiasm for the economic and holistic benefits of cannabis. Together we have created the concept for a unique retail experience that offers high quality marijuana products, an engaging and well informed staff, and a streamlined process.

### **Board of Directors**

*William Duggan*

A recently retired police officer with over 20 years of service with his police department, Bill was a sergeant and worked patrol for the last seven years of his career. Bill was also a SWAT operator with the regional SWAT team and taught at the police academy as a drill instructor. In 2010/2011 Bill deployed to Afghanistan with the US Army reserve unit he served with for 10 years. Coming home he found a need to help veterans with PTSD. Together with a friend and



entrepreneur in the cannabis industry, Bill decided to pursue the idea of opening a cannabis dispensary to offer cannabis to veterans to help with the struggles of PTSD.

## **Products & Services**

### **Inventory Items**

JWTC Wick will offer customers a variety of cannabis products and accessories, including, but not limited to, the following:

- Flower (Sativa & Indica strains)
- Hash, Wax, Shatter
- Edibles
- Topicals
- Pipes
- Grinders
- Papers
- CBD products

### **License Requirement**

JWTC Wick will only contract and purchase marijuana products from properly licensed cultivators, manufacturers, and local craft producers. Prior to being sold or otherwise marketed, JWTC Wick will ensure that all marijuana products purchased for resale have been screened and approved by a licensed testing laboratory, in accordance with the by laws and regulations of all governing bodies.

### **Product Quality, Testing and Assurances**

JWTC Wick will require that cultivators, manufacturers, and local craft producers present laboratory testing documentation evidencing that all cannabis products have been tested and approved by an independent testing laboratory.

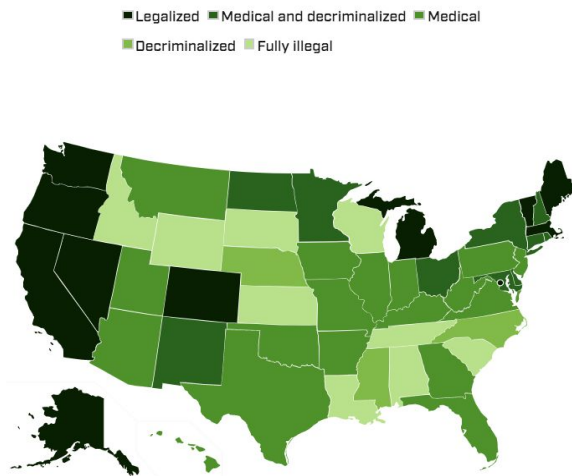
### **Required Product Labeling**

JWTC Wick is committed to preventing the use of marijuana products by any persons under the age of 21 years old. Prior to being sold or otherwise marketed, JWTC Wick will examine all marijuana products to ensure the packaging is properly labeled and marked with the requisite user warnings.





## Market Analysis



### **National Market**

Since the 1960's the public's support for legalizing marijuana has steadily inclined. In 1969, only 12% of Americans were in favor of a regulated market; by the year 2000, that number rose to 31%. As of 2020, nearly 66% of American voters, including 74% of millennials, support a legalized and regulated market.

Though marijuana is still illegal at the Federal level, states have been given the autonomy to implement governing laws of their own. As of today, 14 states and the District of Columbia have legalized recreational marijuana, and 38 states, in addition to the District of Columbia have legalized marijuana for medicinal purposes.

### **Massachusetts Market**

On November 8, 2016, Massachusetts' voters approved Question 4, the ballot initiative that would end marijuana prohibition for recreational adult-use. Cannabis sales began on November 20, 2018. Within the first week, recreational marijuana sales reached \$2.2 million.

After just six (6) full months of operations, aggregate marijuana sales within the state approached \$140 million. By the end of 2019, Massachusetts generated more \$420 million in recreational marijuana sales. Sales in Massachusetts have now topped \$1B since legalization occurred.

## **Financial Summary**

See Appendix A.

## **Marketing & Strategy**

### **Marketing Plan**

Joint Operations will use various social media platforms to promote our brand and keep customers up to date on our operations.



### **Obstacles**

JWTC Wick will comply with the respective media platforms Community Guidelines, in addition to the bylaws and regulations of the CCC. JWTC Wick will refrain from posting the following:

- Anything that references prices
- Anything that references sale
- Anything regarding products or services
- Our menu or inventory
- Links to our online store or anything that directs to cannabis sales
- Images of cannabis, cannabis products or paraphernalia

## **Operating Policies & Procedures**

### **Location**

JWTC Wick will operate a ~2,500 sq.ft. retail marijuana shop in Rowley, MA. The shop will be structured in compliance with all relevant bylaws and regulations, including the Americans with Disabilities Act. The design and built-out will provide for an efficient and streamlined retail

experience. The design of the location will include a lobby area and check-in desk, a retail floor and a series of limited access areas that will be used to store inventory, cash, surveillance and records.

### **Hours of Operation**

Joint operations will be open for customers 7 days a week with varying hours throughout the week.

<b>Day</b>	<b>Hours</b>
Mon-Thurs	10am-8pm
Fri-Sat	10am-8pm
Sun	10am-8pm

### **Customer Experience**

#### ***In-store***

All customers will be greeted at the entrance by a member of our security staff and required to show a valid, government issued ID. Our security staff will examine and scan the ID for verification. Only individuals over the age of 21 will be authorized to enter into the shop.

Upon entering the retail floor, customers will be directed into a line until the next sales representative is available to take their order.

In accordance with the CCC's bylaws and regulations, JWTC Wick will not sell more than 1 ounce of marijuana or 5 grams of marijuana concentrate to a single consumer per transaction.

#### ***Online***

Customers will be able to pre-order our products online through our website. Once the order is ready for pick up, customers will receive a "ready notification" via text/email alert. When retrieving the pre-ordered products, the customer will be directed into the "Order Ahead" line. In order for the order to be relinquished, the customers will be required to show a valid ID and the confirmation alert in order to enter the store to retrieve their items.

### **Recording Sales**

JWTC Wick will utilize a point-of-sale (POS) system to record sales and track inventory. A Every 30 days JWTC Wick will conduct an analysis of the software systems and equipment to ensure proper functionality and accurate recording.

## **Security**

The safety and security of our employees, consumers, community, and products are paramount. JWTC Wick will implement security measures that will deter and prevent diversion, theft, unauthorized entrance by intruders. Both the interior and exterior of the building will be equipped with commercial grade, time and date stamped, 24-hour surveillance cameras.

### **External**

- Outside perimeter sufficiently lit to facility surveillance
- Commercial grade security equipment installed to alarm the perimeter, including all entry and exit points and windows
- Video cameras installed in all points of entry and exit and in parking lot
- A silent duress alarm installed to notify local law enforcement
- Video cameras to run for 24 hours and shall provide date and time stamps
- Video camera shall be installed in all areas that may contain cannabis product
- No Loitering signs will be placed around premises

### **Internal**

- All persons entering the premises must show Identification
- All persons on premises must wear ID tag (staff and vendor)
- Limit Access Areas will be labeled with “Do Not Enter” sign
- All cannabis products are to be stored in locked area, out of plain site
- All production equipment will be in locked areas
- All Limited Access Areas are be secured with electronic lock

## **Storage**

All marijuana products will be kept in a fireproof safe located in a clearly marked “limited access area” within the building.. The storage area will be equipped with adequate lighting, ventilation, temperature, humidity, space, and equipment to maintain the quality of the product. The area is to be maintained in an orderly organized fashion, free of any and all pests, rodents or insects.

## **Inventory**

An inventory software system will be utilized to track all marijuana products purchased, sold, returned, or otherwise. The system will assign a unique-plant identification, a unique-batch identification number and a barcode to monitor the transfer and development of the cannabis product.

JWTC Wick will implement monthly inventory audits, in addition to annual comprehensive internal audits. Inventory reports will include the following informations:

- The names of those who conducted the audit
- Their signatures
- Their titles

- Their findings

### **Disposal**

Products that are improperly packaged or labeled, or do not meet the CCC's prescribed quality standards shall be deemed "defective" and immediately removed from sales. Defective products are to be disposed of in a secure, locked safe. JWTC Wick will immediately notify the wholesale supplier and CCC of the defective product and promptly return the product to the originating wholesaler for destruction.

The disposal process must be done by a minimum of two employees. A record of the disposal must be documented. The record must include the names and signature of each employee involved in the disposal process, the date, and the disposed of products weight.

All waste will be mixed with bleach to render it useless for its original purpose. A properly authorized waste hauling company will be contracted to dispose of all final waste products.

### **Record Keeping Procedures**

JWTC Wick will electronically maintain all records for at least 3 years. Records must be maintained for the following:

- Written Operating Procedure
- Inventory Records
- Seed-to-Sale tracking records
- Personnel Records (ie. job descriptions, termination reports)
- Business records (ie. assets, liabilities, transactions)

### **Non-Discrimination Policy**

JWTC Wick is an equal opportunity employer. We will not discriminate on the basis of race, color, religion, gender, gender expression, age, national origin, disability, marital status, sexual orientation, or military status, in any of its activities or operations. Our discriminate policy pertains to the hiring, firing, contracting vendors and laborers, We are committed to providing an inclusive workplace for all members of our staff, customers and vendors.

### **Smoke/Alcohol Free Workplace**

The use of drugs and/or alcohol while on location or working within the scope of their employment is absolutely prohibited. Any employee who violates this policy will be immediately terminated and removed from the premises. Local Law Enforcement agencies will be notified, if necessary, given the situation.

## **Management Policies & Procedures**

### **Hiring Procedure**

JWTC Wick plans to hire a staff of knowledgeable and engaging staff composed of local residents and veterans. The application process will require potential employees to fill out an application and provide a list of references. Upon an interview and clean reference check, the

qualified person will begin the onboarding and training process. Within the first 3 months of hiring, all new employees must successfully complete a responsible vendor program.

### **Staff Structure**

JWTC Wick staff will consist of:

- Board of Directors
- Manager
- Assistant Manager
- Three (3) Senior Associates
- 15-20 “budtenders” or sales representatives,
- Three (3) security guards

### **Community Impact**

JWTC Wick is owned by a Marine Corps veteran who plans to use this business as an opportunity to create more resources for fellow military personnel and their families through financial support and scholarships.

## Appendix A

Cash Flow Forecast - 3 Year Outlook					
Year:	Pre-Start	1	2	3	Totals
<b>Receipts</b>					
Revenue (Dispensary Phase 1)		11,793,600	12,619,152	13,502,493	37,915,245
COGS		(5,307,120)	(5,678,618)	(6,076,122)	(17,061,860)
					0
<b>Total Receipts</b>	<b>0</b>	<b>6,486,480</b>	<b>6,940,534</b>	<b>7,426,371</b>	<b>20,853,385</b>
<b>Payments</b>					
Total Payroll		1,415,232	1,514,298	1,620,299	4,549,829
Federal Taxes		1,362,161	1,457,512	1,559,538	4,379,211
State Taxes		128,000	161,600	173,600	463,200
Host Agreement		353,808	378,575	405,075	1,137,457
Property Taxes		22,000	22,000	22,000	66,000
Utilities		11,190	11,190	11,190	33,570
Repairs and maintenance		39,900	39,900	39,900	119,700
Insurance		116,000	116,000	116,000	348,000
Marketing/promotion		112,000	112,000	112,000	336,000
Administrative(Banking and Books)		324,324	347,027	371,319	1,042,669
Loan repayments		360,000	360,000	360,000	1,080,000
					0
<b>Total Payments</b>	<b>0</b>	<b>4,244,615</b>	<b>4,520,102</b>	<b>4,790,920</b>	<b>13,555,637</b>
<b>Cashflow Surplus/Deficit (-)</b>					
	<b>0</b>	<b>2,241,865</b>	<b>2,420,432</b>	<b>2,635,451</b>	<b>7,297,748</b>
Loan Repayment					
<b>Opening Cash Balance</b>	<b>0</b>	<b>0</b>	<b>2,241,865</b>	<b>4,662,297</b>	
<b>Closing Cash Balance</b>	<b>0</b>	<b>2,241,865</b>	<b>4,662,297</b>	<b>7,297,748</b>	





72 River Park Street Needham MA 02494 617-500-1824

Cannabis Control Commission  
Union Station,  
2 Washington Square,  
Worcester, MA 01604

RE: JWTC WICK, LLC

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. JWTC WICK, LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to JWTC WICK, LLC as soon as a bindable proposal is available.

Quadscore Insurance Services  
Cannasure Insurance Services, Inc.  
Next Wave Insurance Services LLC  
Canopius US Insurance Company  
United Specialty Insurance Company

Best Regards,

*James Boynton*

James Boynton  
Managing Broker  
MA Insurance License #1842496

**RESTRICTING ACCESS TO AGE 21 OR OLDER**

JWTC Wick, LLC (“JWTC Wick” or “the Company”) is a Marijuana Establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

**A. COMPLIANCE WITH 935 CMR 500.105(1)(p)**

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

**B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER**

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. Pursuant to 935 CMR 500.050(5), the Company will only allow consumers to enter the Marijuana Retail Establishment that are 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.
3. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
  - a. A motor vehicle license;
  - b. A liquor purchase identification card;
  - c. A government-issued identification card;
  - d. A government-issued passport; and
  - e. A United States-issued military identification card.

## JWTC Wick, LLC

### **RECORD KEEPING PROCEDURES**

JWTC Wick LLC (“JWTC Wick” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). JWTC Wick shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with JWTC Wick, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

### **VISITOR LOG**

JWTC Wick will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

### **REAL-TIME INVENTORY RECORDS**

JWTC Wick will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. JWTC Wick will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

### **MANIFESTS**

JWTC Wick will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent’s (LME) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at

## JWTC Wick, LLC

the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. JWTC Wick will maintain records of all manifests.

### INCIDENT REPORTS

JWTC Wick will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

JWTC Wick shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(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. JWTC Wick shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

### TRANSPORTATION LOGS

In the event that JWTC Wick operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel exiting the vehicle, as required by 935 CMR 500.115(13). JWTC Wick shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

### SECURITY AUDITS

JWTC Wick will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to JWTC Wick's security system, JWTC Wick will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

### CONFIDENTIAL RECORDS

JWTC Wick will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or

## JWTC Wick, LLC

passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at JWTC Wick's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

## JWTC Wick, LLC

### **QUALIFICATIONS AND TRAINING**

JWTC Wick, LLC (“JWTC Wick” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with JWTC Wick. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b), all current owners, managers and employees of JWTC Wick that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a “responsible vendor” require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. JWTC Wick shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana’s effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of JWTC Wick’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All JWTC Wick employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of JWTC Wick shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. JWTC Wick shall retain all training records for four (4) years as required by 935 CMR 500.105(s). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

**PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

JWTC Wick, LLC (“JWTC Wick” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. JWTC Wick shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), JWTC Wick is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that JWTC Wick determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. JWTC Wick strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, JWTC Wick has and follows a set of detailed written operating procedures for each location. JWTC Wick has developed and will follow a set of such operating procedures for each facility. JWTC Wick’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage of marijuana in compliance with 935 CMR 500.105(11);
- (e) 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;
- (f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;
- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
  - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

## JWTC Wick, LLC

2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) (m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. 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;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all of JWTC Wick's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. JWTC Wick shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of JWTC Wick will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by JWTC Wick and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, JWTC Wick's personnel records will be available for inspection by the Commission, upon request. JWTC Wick's records shall be maintained in accordance with generally



## JWTC Wick, LLC

accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following JWTC Wick personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of JWTC Wick's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with JWTC Wick and shall include, at a minimum, the following:
  - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. documentation of verification of references;
  - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. documentation of periodic performance evaluations;
  - f. a record of any disciplinary action taken; and
  - g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. JWTC Wick understands that in the event that JWTC Wick were to close, all records will be kept for at least two years at the expense of JWTC Wick.

## JWTC Wick, LLC

### **MAINTAINING OF FINANCIAL RECORDS**

JWTC Wick, LLC (“JWTC Wick” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, JWTC Wick will implement the following policies for Recording Sales:

- (a) JWTC Wick will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) JWTC Wick may also utilize a sales recording module approved by the DOR.
- (c) JWTC Wick will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) JWTC Wick 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. JWTC Wick will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If JWTC Wick determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it will immediately disclose the information to the Commission;
  - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) JWTC Wick will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) JWTC Wick will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) JWTC Wick will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of JWTC Wick, all records will be kept for at least two years, at JWTC Wick’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). JWTC Wick shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

## **DIVERSITY PLAN**

JWTC Wick, LLC (“JWTC Wick” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make JWTC Wick a leader and champion of diversity, both in the Town of Rowley and throughout the broader Massachusetts cannabis industry.

Town Specific Data - According to [www.city-data.com](http://www.city-data.com), in 2010 the Town of Rowley had a population of 1,416. The town consists of 40.9% Males and 59.1% Females. The racial makeup of Rowley is: 96.7% White, 1.3% Hispanic, 0.8% Two or more races, 0.6% Asian alone, and 0.4% Black alone and 0.2% Native Hawaiian and Other Pacific Islander alone.

JWTC Wick’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 35% of our staffing needs from minorities.

### **Programs to Achieve Diversity Goal One:**

- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

### **Measurements:**

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of JWTC Wick’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow JWTC Wick to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 35% of our staffing needs from minorities. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by JWTC Wick’s total staffing at its Rowley facility to determine the percentage achieved.

## JWTC Wick LLC

### **Is our goal objectively reasonable?**

JWTC Wick's goal of hiring minorities to comprise 35% of our staffing needs at our location in Mendon is objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network, Diversity Jobs, Beyond.com*.

JWTC Wick acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

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

JWTC Wick acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

## JWTC Wick, LLC

### **QUALITY CONTROL AND TESTING**

Pursuant to 935 CMR 500.160, JWTC Wick, LLC (“JWTC Wick” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

JWTC Wick shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by JWTC Wick for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to JWTC Wick by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). JWTC Wick shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

JWTC Wick’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All JWTC Wick staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. JWTC Wick will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

JWTC Wick’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All JWTC Wick staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All JWTC Wick staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of JWTC Wick.

JWTC Wick management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues

## JWTC Wick, LLC

which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow JWTC Wick procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), JWTC Wick shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. JWTC Wick will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. JWTC Wick storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The JWTC Wick storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by JWTC Wick for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Pursuant to 935 CMR 500.105(3), any agent of JWTC Wick working in direct contact with marijuana will conform to sanitary practices while on duty, including: maintaining adequate personal cleanliness; and washing hands appropriately.

In accordance with 935 CMR 500.105(3):

- all contact surfaces will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- all toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana.

Plumbing at the Establishment will be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

The Establishment will provide its employees with adequate, readily accessible toilet facilities.

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical and microbial contamination, as per 935 CMR 500.105(3).

## JWTC Wick LLC

### **Energy Compliance Plan**

JWTC Wick LLC (JWTC Wick) will work with our architect and engineer to identify as many energy savings strategies as possible. In addition, JWTC Wick will implement, as much as feasible, the following energy savings strategies:

1. Increase/add insulation
2. Installation of “smart thermostats” to identify periods when heating/cooling loads can be reduced
3. Use of LED lighting
4. Low flow toilets in restrooms
5. Use of on demand hot water heaters
6. Energy saving HVAC systems

All future upgrades of initial heating/cooling, lighting, plumbing and retail equipment (POS stations for example) will include energy efficiency as a primary criterion for selection.

Solar will be used when/if allowed by the landlord on premises.

JWTC Wick acknowledges that if a Provisional License is issued, the Company, at the Architectural Review stage of the application, will submit further information to demonstrate actual consideration of energy reduction opportunities. These will include the use of renewable energy and include a list of opportunities that were considered and any actual engagement with energy efficiency programs and any financial incentives received. The information will include whether opportunities have/will be implemented and when or if they will not.

JWTC Wick will also include a summary of information that was considered to make the decision (costs, incentives, savings etc.). JWTC Wick will engage either a Mass Save audit or coordinate with our local energy company to conduct an audit which will be included in the summary. JWTC Wick will also conduct annual energy audits to help it determine if additional energy savings products or measures are available that can be utilized.

JWTC Wick is committed to continually evaluating our energy/water usage to determine ways in which to decrease this usage, minimize our environmental impact, and still provide a quality retail experience to its customers.

JWTC Wick will meet all applicable environmental laws and regulations: receive permits and other applicable approvals, including but not limited to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

As per 935 CMR 500.105(15), JWTC Wick will identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and will create a plan for implementation of such opportunities.

JWTC Wick will take into consideration opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable.

JWTC Wick will employ strategies to reduce electric demand (such as lighting schedules, active load management and energy storage) as part of its Energy Compliance Plan.