



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC281484  
Original Issued Date: 06/10/2021  
Issued Date: 06/10/2021  
Expiration Date: 06/10/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Wing Well LLC

Phone Number: 413-734-2149 Email Address: Eric@wingwellgroup.com

Business Address 1: 1111 Elm St. Business Address 2: STE 27

Business City: West Springfield Business State: MA Business Zip Code: 01089

Mailing Address 1: 1111 Elm St. Mailing Address 2: STE 27

Mailing City: West Springfield Mailing State: MA Mailing Zip Code: 01089

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control:

51

Role: Executive / Officer

Other Role:

First Name: Eric

Last Name: Cromwell

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: Cape Verdean

#### Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50

Percentage Of Control: 49

Role: Executive / Officer

Other Role:

First Name: Alexander

Last Name: Wing

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

Close Associates or Member 1

First Name: Vanessa

Last Name: LaCroix

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Vanessa will be Director of Manufacturing.

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 4145 Church St.

Establishment Address 2: Bldg 10

Establishment City: Palmer

Establishment Zip Code: 01079

Approximate square footage of the Establishment: 32000

How many abutters does this property have?: 54

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft

Cultivation Environment: Indoor

#### FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft    Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community	WingWell HCA Certification.pdf	pdf	5e55350a7225f0046965b3ef	02/25/2020

Agreement					
Plan to Remain Compliant with Local Zoning	Plan to Ensure Compliance with Local Zoning.pdf	pdf	6058bd0ac94e7f07837322ac	03/22/2021	
Community Outreach Meeting Documentation	Community Outreach Attestation.pdf	pdf	6058bda859735d07bd82235d	03/22/2021	
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	6058bfa659735d07bd822366	03/22/2021	
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	6058bfaed13a03079c5f738f	03/22/2021	
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	6058bfb64967a0078ae96acb	03/22/2021	

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
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	6058c09a3e0ae507c9310ab9	03/22/2021

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Executive / Officer Other Role:  
 First Name: Eric Last Name: Cromwell Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

##### Individual Background Information 2

Role: Executive / Officer Other Role:  
 First Name: Alexander Last Name: Wing Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

##### Individual Background Information 3

Role: Director Other Role:  
 First Name: Vanessa Last Name: LaCroix Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	WW LLC Registration.pdf	pdf	6058c1fb89d65207913a9f7f	03/22/2021
Department of Revenue - Certificate of Good standing	WingWell DoR Cert.pdf	pdf	6058c28689d65207913a9f83	03/22/2021
Secretary of Commonwealth - Certificate of Good Standing	WingWell SoS Cert.pdf	pdf	6058c2f2d13a03079c5f73b8	03/22/2021
Bylaws	WingWell DUI Cert.pdf	pdf	6058c34b15bf0e07a4ba616b	03/22/2021

No documents uploaded

Massachusetts Business Identification Number: 001331509

Doing-Business-As Name: WingWell Cultivation LLC

DBA Registration City: Palmer

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan Summary.pdf	pdf	5efa39fd6dc9337ae20f4860	06/29/2020
Proposed Timeline	Time Line.pdf	pdf	5fa6ca9057d9d707ee4d8115	11/07/2020
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	6058c3ecc94e7f07837322d6	03/22/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21.pdf	pdf	5e6e3027d29ad93571592aff	03/15/2020
Prevention of diversion	Prevention of Diversion Plan.pdf	pdf	5e6e41dd1cdd2e3910a4ed6f	03/15/2020
Storage of marijuana	Storage of Marijuana.pdf	pdf	5e6e461dd29ad93571592b16	03/15/2020
Maintaining of financial records	Maintaining Financial Records.pdf	pdf	5efa3a3a5a7aee7aa4898cd9	06/29/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5faee243dd2d7407bedece9a	11/13/2020
Policies and Procedures for cultivating.	Cultivation Policy and Procedures.pdf	pdf	5faee9007083620840287244	11/13/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5faffa433bf49c082a4274a4	11/14/2020
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5faffe44bd0d8e081433decdd	11/14/2020
Diversity plan	Diversity Plan.pdf	pdf	5fbd1fec63caf5075a67baa4	11/24/2020
Personnel policies including background checks	Personnel Policy.pdf	pdf	5fbd3c8e91587f078718cf14	11/24/2020
Security plan	Security Plan.pdf	pdf	6058cdf4d90419077cc32e20	03/22/2021
Inventory procedures	Inventory Procedures.pdf	pdf	6058cdf5100e00770daf354	03/22/2021
Transportation of marijuana	Transpoprtation Policy.pdf	pdf	6058cea04c3a6c079db3dc71	03/22/2021
Energy Compliance Plan	Energy Efficiency.pdf	pdf	6058d067a9f50407ba30c370	03/22/2021
Restricting Access to age 21 and older	Age Restriction.pdf	pdf	6058d0d3694f45077ebc3544	03/22/2021

**ATTESTATIONS**

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

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

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

I Agree

**Notification:**

I 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: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

## Host Community Agreement Certification Form

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

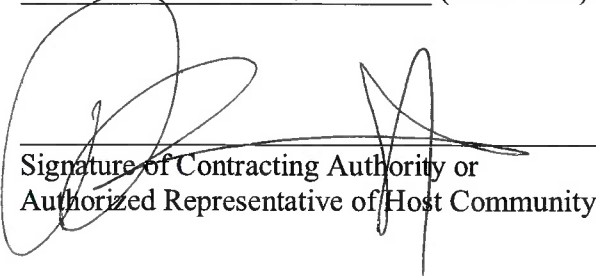
### Applicant

I, Eric Cromwell, (*insert name*) certify as an authorized representative of Wingwell LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Palmer (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 1/14/2020 (*insert date*).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Ryan McNott, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Palmer (*insert name of host community*) to certify that the applicant and Wingwell, LLC (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Jan 14 2020 (*insert date*).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

### Plan to Ensure Compliance with Local Zoning

WingWell LLC, engaged with the Palmer Town Manager and Palmer Planning Board to confirm our proposed Marijuana Establishment location will comply with applicable local codes, ordinances and bylaws. It was granted approval from the Town of Palmer on 1/16/2020 to locate and operate a Marijuana Cultivation and Manufacturing business at 4145 Church St. Bldg 10, Thorndike, MA. That approval is contingent upon remaining in compliance with Article XXIV S171-124, Marijuana Establishments and Registered Dispensaries Zoning Ordinance.

The proposed location: 4145 Church Street, Bldg. 10, Thorndike, MA is located in the Industrial A zoning district.

Pursuant to the Town of Palmer's Marijuana Establishments and Registered Marijuana Dispensaries Zoning Ordinance; Article XXIV- §171-124, Marijuana Establishments shall be allowed by special permit in the Industrial A, Industrial B Districts and in the Urban Renewal Industrial Park (URIP). They are not allowed in any Residential District, the General and Neighborhood Business Districts and the Village Centers District I-IV. In addition to the foregoing, Wing Well Cultivation, LLC and Wing Well Manufacturing, LLC will need to comply with the requirements set forth in Palmer's Zoning Ordinance under §171-28 Special permits; and §171-29 Site plan approval process.

In due course, Wing Well Cultivation, LLC and Wing Well Manufacturing, LLC will apply for the Special Permit and all other local permits required for construction and occupancy. Zoning regulations for the Town of Palmer require that as part of the Special Permit process that the application include copies of all required licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies, including the Cannabis Control Commission.

As the project progresses, we will engage with the Palmer Police, Fire Departments, and Building Departments to ensure that we meet or exceed all local requirements.

Wing Well Cultivation, LLC and Wing Well Manufacturing LLC will continue to ensure compliance through monitoring for changes to local codes, ordinances and bylaws, and through on-going collaboration and communication with town officials and inspectors.

# 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): 2/17/2021
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: 1/28/2021
- b. Name of publication: The Journal Register

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: 2/9/2021

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: 2/9/2021

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



Name of applicant:

Wing Well LLC

Name of applicant's authorized representative:

Eric Cronwell

Signature of applicant's authorized representative:



## ATTACHMENT A





air passed away 4, 2020.

ceeding. To do your attorney written appearance at this 10:00 a.m. on

NOT a hear of a deadline by must file a writ- and objec- subject to this "you fail to file niten appearance followed by it of Objections y (30) days of the (30) days may be not further notice

ESS, Hon. A Hyland, First us Court, ry 14, 2021 try A Sacraman- egister of Probate

#### ICE OF AGE'S SALE

ises. 183 ad, Monson, ts

ue and in exe- the Power of oided in a certain given by Evelyn and Wayne M. ella Fargo Bank, now held by Mortgage LLC npon Mortgage said mort- d December 21, recorded in the County Registry in Book 17090, s affected by an et of Mortgage er 18, 2017, and th said Deeds in 7 at Page 231, of tgage the under- s present holder, of the condition- tgage and for the foreclosing the e sold at Public n February 4, 1:00 PM Local the premises, all as the premises: a said mortgage,

real estate situ- n, Hampden ssachusetts, on de of the State nding to Palmer, nd described as

ing at a bound rly side of said nd at the south- er of land now ly of Catherine ghence Easterly named land, bounded (1100) on pipe in line ow or former- ppleby; thence n line parallel rly line of said e hundred foot, to an iron pin- ially in a line th the southerly Maloney land, n hundred (1100) easterly side of ay, and thence long the easterly d Highway, one rty (140) feet to beginning

r with the right fourth (1/4) of a the spring sit- fices' land now of one Appleby is the build- conveyed prem- ight to maintain w running from, to said build- e right to enter ppleby land for of relayline and and spring. It is and agreed that repairs should be

conveyed to the mortgagors by deed of Robert N. Powell and Lorraine R. Powell dated December 29, 1961 and recorded with Hampden County Registry of Deeds in Book 2855, Page 205.

The said Wayne M. Beyor and Evelyn P. Beyor hereby release to the mortgagee all rights of Homestead as set forth in instrument recorded in Book 8017, Page 360.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see deed dated December 29, 1961, and recorded in Book 2855 at Page 206 with the Hampden County Registry of Deeds.

**TERMS OF SALE:** Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax title, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

**TEN THOUSAND (\$10,000.00)** Dollars of the purchase price must be paid by a certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid by a certified check, bank treasurer's or cashier's check within forty five (45) days after the date of sale.

Other terms to be announced at the sale. Marinosci Law Group, P.C., 275 West Natick Road, Suite 500 Warwick, RI 02886 Attorney for Nationsstar Mortgage LLC d/b/a Champion Mortgage Company Present Holder of the Mortgage Telephone: (401) 234-9200 MLG File No.: 20-03427 01/14, 01/21, 01/28/2021

#### COMMUNITY OUTREACH MEETING

Notice is hereby given by WingWell LLC, WingWell Cultivation LLC, and WingWell Manufacturing LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, February 17, 2021 at 6 p.m. EST. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 93C CMR 500.00 et seq.

The proposed Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 4145 Church Street, Thorndike, MA 01979.

This Virtual Community Outreach Meeting will be held via Zoom Meeting and will be available through the following link and phone number:

Link: <https://us02web.zoom.us/j/89341806836> Phone: 1-929-205-6099

Meeting ID: 893 4180 6836

Live Closed Captioning will be available.

There will be an opportunity for the public to ask questions. Questions can be submitted in advance of the meeting at [info@wingwellgroup.com](mailto:info@wingwellgroup.com) or asked during the meeting after the presentation. A copy of the meeting information and presentation

join/524121022 or call +1 (312) 757-3121 to join meeting. (Meeting ID: 524-171-077, Accesscode: 524-171-077)

The town of Holland, serving as the lead community of the regional (Holland, Brimfield, Wales) FY 2019 Community Development Block Grant program will be conducting a performance hearing. The hearing will review the projects funded through the program including a regional housing rehabilitation assistance program, Brimfield Senior Center planning study, and regional food pantry and domestic violence social service programs.

This program is funded through the U.S. Department of Housing and Urban Development and the Department of Housing and Community Development, Massachusetts CDBG program.

All persons with questions or comments regarding the performance hearing will have an opportunity to submit comments up until and through the public hearing. Please submit comments to John O'Leary at the Pioneer Valley Planning Commission @ [john.oleary@pvmc.org](mailto:john.oleary@pvmc.org) or 413-781-6045. 01/28/2021

#### COMMONWEALTH OF MASSACHUSETTS County of Hampden The Superior Court

CA. No. 2079CV00507 RE: Kevin B. Kennedy ORDER OF NOTICE BY PUBLICATION TO: John C. Bunn, Trustee, deceased, formerly of West Hartford, Hartford County, Connecticut or his heirs, devisees or personal representatives of any of them.

WHEREAS a civil action has been begun against you in our Superior Court by Kevin B. Kennedy ("Plaintiff") wherein he is seeking alternative service of process by publication in this declaratory judgment and quiet title action pertaining to the title to the real estate at 90 Maybrook Road, Holland, Hampden County, Massachusetts more particularly described in a deed to Plaintiff dated August 30, 2019, and recorded with the Hampden County Registry of Deeds at Book 22918, Page 293.

We COMMAND YOU if you intend to make any defense, that on February 28, 2021, or within such further time as the law allows you do enter your written pleading to be filed in the office of the Hampden Superior Court, Clerk of Court at 50 State Street, Springfield, MA 01102, with a copy to Thomas J. Flaherty, Esq., Bacon Flaherty, LLC, 15 South Main Street, Randolph, MA 02368 and further that you defend against said suit according to law if you

Dated at Springfield, Massachusetts this 13th day of January, 2021.

Michael K. Callan Justice 01/28/2021

Commonwealth of Massachusetts The Trial Court Probate and Family Court Hampden Division 50 State Street Springfield, MA 01103 (413) 748-8600 Docket No. HD20P2100EA Estate of:

Richard Omar Laterreux Date of Death:

November 17, 2019 INFORMAL PROBATE PUBLICATION NOTICE

To all persons interested in the above captioned estate, by Petition of Petitioner Richard J. Laterreux of Longmeadow, MA a Will has been admitted to informal probate.

Richard J. Laterreux of Longmeadow, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner. 01/28/2021

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

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by David J. Pelletier and Judith L. Pelletier to Option One Mortgage Corporation, dated April 20, 2001 and recorded in Hampden County Registry of Deeds in Book 11598, Page 79 (the "Mortgage") of which mortgage Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2001-B, Asset Backed Certificates, Series 2001-B is the present holder by Assignment from Option One Mortgage Corporation to Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2001-B, Asset-Backed Certificates, Series 2001-B dated September 8, 2005 and recorded at said Registry of

DEEDS IN BOOK OF DEEDS 149, Pages 116 and 117, said (or being more particularly bounded and described as follows:

**SOUTHEASTERLY** by the northwesterly side of East Hill Road as shown on said plan, (two hundred (200) feet;

**SOUTHWESTERLY** by the northeasterly side of an unnamed side of an unnamed street, as shown on said plan, three hundred (300) feet;

**NORTHWESTERLY** by the southeasterly side of Lot #13 (thirteen) as shown on said plan, two hundred ten and 21/100 (210.21) feet;

**NORTHEASTERLY** by the southwesterly side of Lot #1 (one) as shown on said plan, three hundred forty-six and 33/100 (346.33) feet.

Containing 67.316 square

of all encroachments, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

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

BOOK 149, HD06P180706GR1 NOTICE OF TRUSTEE'S ACCOUNT To all persons interested in the estate of RICHMOND WILSON of Palmer, Hampden County, MA, a protected person. You are hereby notified pursuant to Mass. R. Civ. P. Rule 72 that the Fifteenth and Final Account(s) inclusive of Bank of America, N.A., Trustee under a written instrument for the benefit of said RICHMOND WILSON have been presented to said Court for allowance. If you desire to preserve your right to file an objection to said account(s), you or your attorney must file a written appearance in said court at Springfield on or before the tenth day of February 2021, the return

JANUARY, 2021 Rosemary A. S. Register 01/28/2021 Please check the accuracy of your legal appearance prior to submission (i.e., of time, spelling). Also, be sure the requested publication coincides with the purpose of notice, or a law demand. Thank you

**WE'RE ALL EARS**

**Questions? Comments? Story Ideas?**

Let us know how we're doing.

Your opinion is something we always want to hear. Call or contact us via email [mharrison@turley.com](mailto:mharrison@turley.com).

The Journal Register  
[journalregister.turley.com](http://journalregister.turley.com)

24 Water Street  
Palmer, MA 01069  
413.263.8393  
[www.turley.com](http://www.turley.com)

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**WE'VE EXPANDED OUR WEB SITE**

# PUBLIC NOTICES ARE NOW ONLINE

- 1 Email all notices to [notices@turley.com](mailto:notices@turley.com)
- 2 Access archives and digital tear sheets by newspaper title.
- 3 Find a quick link to the state of Massachusetts public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

visit [www.publicnotices.turley.com](http://www.publicnotices.turley.com)

## ATTACHMENT B

## COMMUNITY OUTREACH MEETING

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The proposed Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 4145 Church Street, Thorndike, MA 01079. This Virtual Community Outreach Meeting will be held via Zoom Meeting and will be available through the following link and phone number:

Link: <https://us02web.zoom.us/j/89341806836>

Phone: 1-929-205-6099

Meeting ID: 893 4180 6836

Live Closed Captioning will be available.

There will be an opportunity for the public to ask questions. Questions can be submitted in advance of the meeting to [outreach@wingwellgroup.com](mailto:outreach@wingwellgroup.com) or asked during the meeting after the presentation. A copy of the meeting information and presentation will be available at least 24 hours prior to the meeting on <https://www.wingwellgroup.org/>.

TOWN OF PALMER  
TOWN MANAGER

FEB 9 2021

RECEIVED

## COMMUNITY OUTREACH MEETING

Notice is hereby given by WingWell LLC, WingWell Cultivation LLC, and WingWell Manufacturing LLC that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, February 17, 2021 at 6 p.m. EST. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.00 *et seq.*

The proposed Marijuana Cultivation and Manufacturing Establishment is anticipated to be located at 4145 Church Street, Thorndike, MA 01079. This Virtual Community Outreach Meeting will be held via Zoom Meeting and will be available through the following link and phone number:

Link: <https://us02web.zoom.us/j/89341806836>

Phone: 1-929-205-6099

Meeting ID: 893 4180 6836

Live Closed Captioning will be available.

There will be an opportunity for the public to ask questions. Questions can be submitted in advance of the meeting to [outreach@wingwellgroup.com](mailto:outreach@wingwellgroup.com) or asked during the meeting after the presentation. A copy of the meeting information and presentation will be available at least 24 hours prior to the meeting on <https://www.wingwellgroup.org/>.

21 FEB -9 AM 9:21

TOWN OF THORNDIKE



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21 FEB -9 AM 9:21  
TOWN OF THORNDIKE, MA

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## ATTACHMENT C

## **COMMUNITY OUTREACH MEETING**

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**Link:** <https://us02web.zoom.us/j/89341806836>

**Phone:** 1-929-205-6099

**Meeting ID:** 893 4180 6836

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Thorndike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Sent To [Redacted]

P.O. Box 193  
Thorndike, MA 01079-0193

PS Form 3800, April 2013 PSN 7530-02-000-9000 See Reverse for Instructions

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Sent To [Redacted]

P.O. Box 59  
Thorndike, MA 01079

PS Form 3800, April 2013 PSN 7530-02-000-9000 See Reverse for Instructions

7019 1120 0001 5938 9220

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Riverton, CT 06065

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Sent To [Redacted]

P.O. Box 8  
Riverton, CT 06065

PS Form 3800, April 2013 PSN 7530-02-000-9000 See Reverse for Instructions

7019 1120 0001 5938 9244

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

Sent To [Redacted]

P.O. Box 146  
Thorndike, MA 01079-0146

PS Form 3800, April 2013 PSN 7530-02-000-9000 See Reverse for Instructions

7019 1120 0001 5938 9206

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Thorndike, MA 01079

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee to postage)  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$7.00

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P.O. Box 545  
Thorndike, MA 01079-0545

PS Form 3800, April 2013 PSN 7530-02-000-9000 See Reverse for Instructions

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Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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Thorndike, MA 01079

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Wilmington, MA 01095

Certified Mail Fee \$3.60  
Postage \$0.55  
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Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
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Sent To  
9 Hickory Hill Drive  
Wilmington, MA 01095

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Thorndike, MA 01079

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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P.O. Box 217  
Thorndike, MA 01079

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Riverton, CT 06065

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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P.O. Box 8  
Riverton, CT 06065

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Thorndike, MA 01079

Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postmark Here  
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P.O. Box 217  
Thorndike, MA 01079

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Certified Mail Fee \$3.60  
Postage \$0.55  
Total Postage and Fees \$7.00

Extra Services & Fees (check box, add fee):  
☒ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

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Thorndike, MA 01079

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**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
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**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 4273 High St.  
 City, State, ZIP+4®  
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**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
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Thorndike, MA 01079

**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
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Thorndike, MA 01079

**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
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Thorndike, MA 01079

**Certified Mail Fee** \$3.60

**Extra Services & Fees** (check box, add fee to postage)  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

**Postage** \$0.55

**Total Postage and Fees** \$7.00

**Postmark** Here

**Date** 02/08/2021

**Sent To** [Redacted]

**Origin and Recipient Info, or PO Box No.**  
 P.O. Box 308  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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 PS Form 3800, April 2015 PSN 7530-02-000-9047

Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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02/08/2021

 Sent To  
 P.O. Box 234  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 Sent To  
 209 Verges St.  
 City, State, ZIP+4®  
 Springfield, MA 01129

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 Sent To  
 P.O. Box 03  
 City, State, ZIP+4®  
 Thorndike, MA 01079

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 P.O. Box 644  
 City, State, ZIP+4®  
 Thorndike, MA 01079-0644

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 PS Form 3800, April 2015 PSN 7530-02-000-9047

Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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02/08/2021

 Sent To  
 P.O. Box 382  
 City, State, ZIP+4®  
 Thorndike, MA 01079-0382

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Certified Mail Fee	\$3.60	0089	15
Extra Services & Fees (check box, add fee)	\$2.85		
<input checked="" type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		
Postage	\$0.55		
Total Postage and Fees	\$7.00		

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 Sent To  
 P.O. Box 306  
 City, State, ZIP+4®  
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7019 1120 0001 5938 9282

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**OFFICIAL USE**

Certified Mail Fee \$3.60  
 Extra Services & Fees (check box, add fee) \$2.85  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$7.00

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Sent To  
 154 Worcester Providence, RI  
 Millbury MA 01521

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

7019 1120 0001 5938 9299

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Thordike, MA 01079

**OFFICIAL USE**

Certified Mail Fee \$3.60  
 Extra Services & Fees (check box, add fee) \$2.85  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$7.00

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Sent To  
 P.O. Box 804  
 Thordike, MA 01079-0304

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

7019 1120 0001 5938 9361

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Thordike, MA 01079

**OFFICIAL USE**

Certified Mail Fee \$3.60  
 Extra Services & Fees (check box, add fee) \$2.85  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$7.00

Postmark Here  
 02/08/2021

Sent To  
 P.O. Box 801  
 Thordike, MA 01079

PS Form 3800, April 2018 PSN 7530-02-000-9001 See Reverse for Instructions

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Thordike, MA 01079

**OFFICIAL USE**

Certified Mail Fee \$3.60  
 Extra Services & Fees (check box, add fee) \$2.85  
☐ Return Receipt (hardcopy) \$0.00  
☐ Return Receipt (electronic) \$0.00  
☐ Certified Mail Restricted Delivery \$0.00  
☐ Adult Signature Required \$0.00  
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$7.00

Postmark Here  
 02/08/2021

Sent To  
 P.O. Box 808  
 Thordike, MA 01079

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# Plan for Positive Impact

## WingWell LLC

WingWell LLC is "From the community. For the community." This Company motto is seen through all areas of our organization. Instead of new construction we are rehabbing an abandoned mill. Instead of relying on Fossil Fuels for energy we are using Hydro-Electric and Renewable Power. Instead of hiring only the most paper qualified candidates we will work harder to ensure diversity. Talent is distributed evenly; opportunity is not. We will actively work to right that basic inequity. Through these initiatives WingWell LLC will ensure it will positively impact the community locally, and at large.

### GOALS:

It shall be a goal of the organization to:

- reduce barriers to entry in the commercial adult-use cannabis industry for disproportionately harmed people, specifically MA residents with past drug-convictions.
- The applicant shall hire 20% of its staff that are Massachusetts residents who have past drug-convictions.
- Provide mentoring, professional, and technical services for disproportionately harmed people, specifically MA residents with past drug-convictions.
- Provide business assets or other benefits for disproportionately harmed people, specifically MA residents with past drug-convictions.

### PROGRAMS:

In furtherance of its goals, Wing Well LLC d/b/a Wing Well Cultivation LLC and Wing Well Manufacturing, LLC shall:

- Post monthly advertisements in the local newspaper, The Journal Register, stating that the establishment is specifically looking for Massachusetts residents who have past drug convictions for employment.
- Provide free educational classes to the public on proper Cannabis use and the dangers of minor use for disproportionately harmed people, specifically MA residents with past drug-convictions.
- WingWell LLC will also have what we named our Shared Venture Program. For individuals interested, WingWell LLC will actively help our employees, specifically MA residents with past drug-convictions, start their own Cannabis Company. This will take the form of assistance in the application process, seed/investment capital, shadowing our executive staff for real time management training, or sealing/expungement services. This program will be available for all employees, including those with Past Drug Convictions, up to 3 individuals per year.

#### MEASUREMENT AND ACCOUNTABILITY:

- The applicant will count the number of individuals hired who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 20% of all individuals hired fall within this goal.
- 2 Classes a year will be held each that will accommodate up to 20 people per class. Success will be measured by at least 50% attendance and completion of the class. If we are unable to meet the goal's success criteria, WingWell LLC will advertise to the larger community through Social Media, and hold localized class to better serve individuals with past drug convictions.
- The Shared Venture Program's success will be measured through employee's completion of Management Shadow training, completion of a state or local application, Direct Investment into Cannabis Companies with past drug conviction leadership, or expungement/sealing services funded or rendered. WingWell LLC will measure success in this category if 30% of past drug convicted staff complete any of the aforementioned within each year.

This plan and the qualitative metrics noted above shall be reviewed annually on or before the entity's license renewal date.

Wing Well, LLC 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; and

Wing Well, LLC further 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 laws.



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

Special Filing Instructions

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001331509

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

**2a. Location of its principal office:**

No. and Street: 201 PARK AVENUE

SUITE 8

City or Town: WEST SPRINGFIELD

State: MA

Zip: 01089

Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 201 PARK AVENUE

SUITE 8

City or Town: WEST SPRINGFIELD

State: MA

Zip: 01089

Country: USA

**3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:**

RETAIL SALES

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: ERIC CROMWELL

No. and Street: 201 PARK AVENUE, SUITE 8

City or Town: WEST SPRINGFIELD

State: MA

Zip: 01089

Country: USA

I, ERIC W. CROMWELL resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ERIC CROMWELL	
MANAGER	ERIC CROMWELL	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 USA
MANAGER	ALEXANDER WING	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 USA

**7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no**



managers.

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	ERIC CROMWELL	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ERIC CROMWELL	201 PARK AVENUE WEST SPRINGFIELD, MA 01089 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of October, 2018,**  
**ERIC W. CROMWELL**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

October 19, 2018 09:18 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WING WELL LLC  
1111 ELM ST STE 27  
WEST SPRINGFIELD MA 01089-1540

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

William Francis Galvin  
Secretary of the  
Commonwealth

February 18, 2021

TO WHOM IT MAY CONCERN:

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

**WINGWELL LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 19, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **ERIC CROMWELL, ALEXANDER WING**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **ERIC CROMWELL**



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



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



320418849

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Wing Well LLC  
1111 ELM ST.  
STE 27  
WEST SPRINGFIELD, MA 01089

EAN: 22187496  
February 16, 2021

Certificate Id:45534

The Department of Unemployment Assistance certifies that as of 2/16/2021 ,Wing Well LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

# **Business Plan Summary**

## **WingWell LLC**

### **Executive Summary**

WingWell LLC is a locally owned indoor Cannabis Cultivator and Manufacturer located in Thorndike Mill at 4145 Church St. Palmer, MA. It will serve the adult use population of Massachusetts by distributing its products to established adult use retailers throughout the state. WingWell LLC will offer a variety of products across its two operations, Cultivation and Manufacturing. Cultivation will allow us to sell dried and ground flower. Manufacturing will allow us to sell a large range of edible products, pre-rolled cannabis, concentrates, tinctures, and any products the market desires that are allowable by law.

WingWell LLC's executive team has a breadth of experience across management, finance, compliance, cannabis cultivation and manufacturing. WingWell LLC is a DBE with minority ownership and leadership. CEO Eric Cromwell owns and operates multiple restaurants across Massachusetts. With over 20 years of management and executive level leadership, Eric will be overseeing all operations of WingWell LLC. Eric is deeply familiar with compliance standards along with policies and programs that make sure that compliance is continual, not intermittent. COO "Sacha" Alexander Wing is a licensed Contractor in t Massachusetts. He has been involved in Cannabis Cultivation and Manufacturing for over 15 years. Overseeing multiple grows while operating a full time Contractor business; Sacha has garnered unique processes to maximize growth and quality while minimizing labor and waste. Director of Manufacturing Vanessa LaCroix has spent the last 10 years solely in the Cannabis Manufacturing arena. She is a trained baker and confectioner who has provided an essential service to those with Medical needs and Dietary restrictions. WingWell LLC's leadership has over 40 years of executive level business experience and 30 years of direct Cannabis Cultivation and Manufacturing experience.

We are disadvantaged/minority owners, Eric Cromwell is of Cape Verdean descent; Sacha Wing has been growing Cannabis in the black market for decades; Vanessa is of course female. I believe we fit the intent of the CCC better than most. We are all strong believers in the need to mainstream the black market so it can be safely regulated and properly taxed.

### **Business Description**

WingWell LLC is "From the community, For the community." This Company motto is seen through all areas of our organization: Instead of new construction we are rehabbing an abandoned mill, instead of relying on Fossil Fuels for energy we are using Hydro-Electric and Renewable Power, instead of hiring only the most paper qualified candidates we will work harder to ensure diversity. Talent is distributed evenly, opportunity is not. We will actively work to right that basic inequity.

WingWell LLC is collocated with an existing power plant operated by Thorndike Energy. This power plant has hydro-electric and other renewable power generation to which WingWell LLC has first right to. This colocation is crucial to our competitive advantage as Transmission/Delivery Costs will be near nil and peak pricing will not affect us. Accordingly, this will allow WingWell LLC to operate out of the gate 30% lower in utility costs. Utility costs in an indoor cultivation are the single greatest expense. The use of renewable energy allows us to brand ourselves a 100% renewable product, a feat yet to be accomplished in the MA Cannabis Industry. WingWell LLC, as seen in our Energy Narrative, is committed to renewable energy, we have plans to introduce Solar Panels, and water cooled HVAC. These and other initiatives will further drive down cost keeping WingWell LLC competitive and profitable in the most extreme market fluctuations.

WingWell LLC believes that the leverage within the industry falls with the supplier, as demand continues to outpace existing supply. As the supplier leverage wanes, WingWell LLC plans to vertically integrate a Retail Cannabis location to ensure long term profitability and price control. WingWell LLC will also be applying for the Social Equity Program and integrating Delivery upon approval. WingWell LLC also plans to design our Cultivation and Manufacturing facility in compliance with Federal and EU standards in order to be Day 1 ready for federal legalization.

### **Market Analysis**

WingWell LLC is primed to take advantage of the production pricing curve with intentions of vertically integrating retail in the future. When looking at comparable markets in California and Colorado etc. WingWell LLC has determined that the leverage will remain with producers until market saturation when leverage will return to the retail side. This window is between 6-8 years depending on the specific market. With that knowledge and WingWell's energy platform that reduces energy costs by 30%; not only are able to take advantage of pricing power from the outset, our longevity is greatly strengthened as our operating costs will be significantly below any competitors. Supplemented by our planned Solar and Water Cooling, WingWell LLC should be able to improve energy costs even further. With all three renewable sources in tandem, we have estimated a 50%-65% reduction in energy costs further ensuring market competitiveness in the future.

### **Organization and Management**

WingWell LLC is a MA based LLC. Eric Cromwell, the CEO, and majority holder will oversee all operations within the company. Eric's specializations are in business and compliance. Sacha Wing, the COO, will be in charge of process and quality control with both the Manufacturing and Cultivation operations. Sacha will be the day to day supervisor of the Cultivation operations. Vanessa LaCroix will be Director of Manufacturing and will be the day to day supervisor of Manufacturing operations and reports directly to the COO. Below the executive level, authority will be delegated to Shift Supervisors, followed by Team Leaders, followed by Team Members. As operational demands change, WingWell LLC will adjust/expand this structure to better suit its needs.

### **Marketing**

WingWell LLC's marketing will be simplistic but memorable. WingWell LLC is a firm believer that product quality and consistency is a product's main selling point. Marketing will be guided by all local and state laws. The addition of Delivery will expand our marketing from wholesale to include retail if granted.

### **Operational Plan**

WingWell LLC has already been approved for its Special Permit for Cultivation and Manufacturing in Palmer, MA at the Thorndike Mill location. We have completed our community outreach meeting and signed the HCA with the Palmer, MA. Upon approval from the CCC, WingWell LLC will be operational within 9-12 months. Upon full approval and inspection, Manufacturing will begin immediately. Cultivation will lag as the growth cycle will delay the first crop 3-6 months after operational approval.



## Plan for Obtaining Liability Insurance

### WingWell LLC

WingWell LLC attests that it will hold without lapse all mandated insurance under CMR 900.500 during its operation. This includes but is not limited to, Liability, Workers Comp, etc. The policy to be obtained will include general liability and product liability insurance coverage with no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy will be no higher than \$5000 per occurrence.

## Restricting Access to Age 21 and Under

WingWell LLC, as described in the security narrative, will have multiple layers to prevent access to our facility by persons under the age of 21. Our first layer of prevention is the fence. During main working hours, 8am-6pm, the fence gate will be open for employees and deliveries only. Outside of working hours the fence gate will be closed. While the gate is open, the only access an individual has to the building is into the Secure Lobby. Access to the building from that point will require two point verification, both keycard and passcode. Visitors will have the ability to be buzzed into the building, only after ID and purpose are identified and approved by management/security staff. All visitors will be assigned an individual escort and will remain under escort for the entirety of their visit. Anyone found under the age of 21 will be denied access. All other doors, save the main entrance, are one way fire/security doors that will be inaccessible to the public. WingWell LLC will not hire any individuals under the age of 21. The only instances WingWell LLC would admit any person under the age of 21 is if that individual is a licensed inspector, employed with the municipality, state, or federal government, and is there with purpose approved by their governing authority; or emergency services in the event of an emergency in compliance with 935 CMR 500.300.

## **Maintaining Financial Records**

### **WingWell LLC**

WingWell LLC will maintain all financial records using standard accounting practices. All financial and personnel records will be kept permanently and available for CCC's or relevant authority's review. WingWell LLC will also keep all records for two years after close of business at its sole expense.

Categories of Records to be kept:

- Legal and Tax Records
- Corporate records
- Cultivation
- Manufacturing
- Regulatory/Compliance
- Security/Maintenance
- Payroll/Personnel
- Insurance
- Accounting

Accounting records will include all assets and liabilities, monetary transactions, accounting journals (including all ledgers, supporting documents, agreements, checks, invoices, and vouchers), Sales records (including quantity, form, and cost), and Personnel Records (including wages, bonuses, and benefits). These records will be kept permanently and will be available to relevant authorities upon request.

# Quality Control and Contaminant Testing

## Overview

WingWell LLC will provide adult users of marijuana in Massachusetts with clean, safe and quality products. WingWell LLC will implement a comprehensive Sampling and Testing Policy to ensure that all our products meet or exceed the CCC requirements set forth in 935 CMR 500.160. WingWell LLC has entered into a relationship with MCR Labs to provide WingWell LLC with independent testing of all our products. No marijuana or marijuana product will be sold or marketed without being tested and deemed to comply with the standards set forth in 935CMR500.160. Using METRC, WingWell LLC will record and track its entire inventory and related test results in real-time.

## Media Testing Protocols

Growing media will be tested in accordance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published May 7, 2015. In addition to grow media testing and record keeping, WingWell LLC will document and maintain records of each cultivation batch including at a minimum, ambient conditions, watering and light regimens, and agricultural/hydroponic inputs. The methods of sampling will adhere to the following protocols and procedures:

## Sampling Protocol and Procedures

### 1. Pre-Sample Preparation Protocol

All sampling equipment and information must be collected prior to beginning sampling. This includes but is not limited to:

- Sample collection plan for each product type;
- Logbook or sample collection forms;
- Chain-of-custody forms (COCs);
- Disposable gloves;
- Decontaminated tool(s), such as a spatula, knife, sampling spear, or pipette;
- Stainless steel bowl and implement to homogenize the product (e.g., by stirring, chopping, or grinding);
- Clean, decontaminated surface for sample processing;
- Sample containers appropriate for the analyses required;

- Container labels penned with indelible ink;
- Supplies to thoroughly clean, decontaminated and dry sampling equipment between samples; and
- A cooler with ice to keep samples cool until refrigeration or shipment to the laboratory.

Furthermore, sample labels will be prepared and affixed to sample containers prior to sampling. The labels will include, batch and sample IDs, the date/time of collection, and the agent performing the sample collection. The agent will also create and log in METRC, a new entry for each sampling event. The documentation shall include date and start time, participating personnel, a general description of the product type, batch number sampled, a description of the sampling procedure used, and a record of similar batches that would potentially be impacted should the analysis results indicate unacceptable levels of contamination.

## **2. Sampling Protocols**

Samples from each production batch must be collected in ready-to-use condition. Ready-to-use is defined as, either ready for packaging or post-packaging for sale or ready to be used as an intermediate product/ingredient in producing other cannabis products.

- All tools used with the samples shall be stainless steel or other inert material and sterilized prior to use.
- Gloves will be worn to mitigate potential for contamination of samples.
- Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
- Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause cross contamination.
- If necessary, place the sample in the stainless-steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
- Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other marijuana products should be cleaned before collecting the next sample.
- All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
- To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory.

## Sample Homogeneity

All samples collected from each production batch must be a homogenous sample set. WingWell LLC employees tasked with sample collection must follow all the protocols and procedures set forth in WingWell LLC's Quality Control and Testing Narrative in addition to the product specific procedures that follow. Samples taken are to be representative of the entire production batch. Equipment used to ground and mix samples shall be selected in order to minimize the loss or leaching of resins of the product to ensure a true representative sample and shall be cleaned after and before each use. Collection tools will be sterilized and made of stainless steel or other inert material. When a production batch is able to be mixed thoroughly and considered homogenous, one sample will be taken. When a production batch cannot be homogenized or is of unknown homogeneity sub-samples will be taken in the following quantities.

- 3 sub-samples from production batches <1kg
- 5 sub-samples from production batches ≥1kg<5kg
- 10 sub-samples from production batches ≥5kg

### **1. Finished Flower & Friable Plant Material**

Samples will be collected after drying, curing and trimming of the buds (inflorescences) and be representative of the entire production batch in terms of maturity

Flower/bud samples will be ground and mixed thoroughly to ensure a homogenous sample when necessary. The ground sample will then be spread evenly into a square shape and divided into equal quadrants. Samples will be taken from two opposite corners and this process repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12). For Flower, MCR requires 4.1 grams as a minimum per sample and the number of samples will be dictated by the size of the production batch.

### **2. Cannabis Oil Concentrates**

WingWell LLC is not proposing to make and volatile extractions or oils at this point in time, but if in the future it does it will inform the CCC and develop testing procedures in-line with state requirements.

### **3. Resins & Concentrates**

Resin and Concentrate samples will be ground and mixed thoroughly to ensure a homogenous sample when necessary. The ground sample will then be spread evenly into a square shape and divided into equal quadrants. Samples will be taken from two opposite corners and this process repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12).

If grinding is impracticable due to product consistency, it will be mixed as uniformly as possible, then sub-samples will be collected from the lower, middle and upper sections of the product mass. This

process will be repeated until enough material for sampling had been collected. If possible, the sub-samples will be composited into one sample. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12). Melting shall not be used as a method of homogenization for Resins and Concentrates. For Resins and Concentrates, MCR requires 3.5 grams as a minimum per sample.

#### **4. MIPs**

MIP samples will be ground and mixed thoroughly to ensure a homogenous sample when necessary. The ground sample will then be spread evenly into a square shape and divided into equal quadrants. Samples will be taken from two opposite corners and this process repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12).

If grinding is impracticable due to product consistency, it will be mixed as uniformly as possible, then sub-samples will be collected from the lower, middle and upper sections of the product mass. This process will be repeated until enough material for sampling had been collected. The remaining material may be used for microbiological and contaminant testing or discarded in accordance with 935CMR500.105(12). For MIPs and Infused products MCR requires 4.0 grams as a minimum per sample and the number of samples will be dictated by the size of the production batch

### **Quality Control**

For every 20 samples collected, one duplicate sample will be collected for quality control purposes. The control sample must be collected on the same day/time, in the same manner, and taken from the same production batch. The control sample will not be identified to the independent lab but will be used by WingWell LLC to determine variances in sampling and/or analysis procedures. Quality control samples and results will be documented in the CCC test result tracking sheet.

### **Required Tests**

Marijuana and MIPs will be tested for the Cannabinoid Profile, mold, mildew, heavy metals, plant growth regulators and the presence of pesticides. WingWell LLC will test in accordance with *Exhibit 2 Contaminants of Concern and Testing Requirements for Medical Marijuana Products* revised December 1 2017. Testing may be implemented as offered by the testing laboratory and when deemed necessary or beneficial by WingWell LLC or as required by the commission. In addition, when testing flower or other friable products, the four metals listed below must test below the upper limits for the respective product and intended use.

**Analysis Requirements and Recommended Limits  
for Metals in Finished Medical Marijuana Products**

	All Uses Upper Limit (µg/kg)	Ingestion Only Upper Limit (µg/kg)
Arsenic (Inorganic)	200	1,500
Cadmium	200	500
Lead	500	1,000
Mercury (total)	100	1,500

## Result Response

If any products fail to meet the acceptable limits of contaminants established by the DPH and the CCC, and cannot be remediated, WingWell LLC will directly notify the CCC within 72 hours of receipt of the results. MCR must notify the Commission separately and directly of the findings. In that notification, WingWell LLC will also inform the CCC of its plan of action for both the destruction of production batch of in accordance with 935CMR500(12) and an assessment of the source of contamination.

## General Testing & Quality Control Policies

WingWell LLC will maintain all test results for a minimum of one year. Products that have a testing date in excess of one year will be deemed expired and won't be sold, dispensed, transferred or otherwise conveyed until retested. Seeds sold will not be held to the same testing procedures within this document, but clones will follow them except the testing for heavy metals. The samples to be tested will adhere to WingWell LLC's written procedures regarding storage, transportation and security protocols.

WingWell LLC will only use Testing Facilities that maintain a good standing with the Commonwealth and the Cannabis Control Commission; in doing so they will follow all requirements set forth in 935CMR500. The lab must also adhere to section 500.105(11) regarding storage of marijuana and section 500.105(12) regarding waste disposal of excess marijuana or by returning it to WingWell LLC using approved transportation methods.

No marijuana or marijuana product will be sold or marketed without being tested and deemed to comply with the standards set forth in 935CMR500.160. Single servings of all products produced by WingWell LLC listed in our Products to be Manufactured table, which fall under Edible Marijuana Product, 935CMR500.150(4)(a), but not limited to such, shall have a potency variance of no greater than +/- 10%.



In the event that a product fails to meet or exceed the provisions of 935CMR500.160 and WingWell LLC elects to get that product retested prior to remediation will be submitted to an entirely independent Testing Facility, separate from the initial Laboratory that failed the product. If WingWell LLC elects to remediate the failed product it, we may use the original lab again.

## Additional Requested Information

WingWell LLC will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below and in following with its Cultivation Policies and Procedures:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area. 935 CMR 500.105(3)

All WingWell LLC agents whose job includes contact with marijuana will be subject to the requirements for food handlers specified in 105 CMR 300.000.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty in the WingWell Facility, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately. 935 CMR 500.105(3)

Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands as required in 935 CMR 500.105(3).

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations in accordance with 935 CMR 500.105(3). Refer to WingWell LLC's Architectural Packet for square footages.

Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests in accordance with 935 CMR 500.105(12). 935 CMR 500.105(3) and WingWell LLC's Waste Disposal Policy and Procedures.

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately

kept clean and in good repair in accordance with 935 CMR 500.105(3). The finishes of the Facility are as follows and further details can be found in WingWell LLC's Architectural Packet. All finishes will be constructed in accordance to the Massachusetts adopted ICC building codes and Mass building Code amendments as applicable.

Floors: to be continuous epoxy flooring

Walls: in growing areas to be FDA certified PVC coated aluminum cooler panels and all other production and handling areas to be FRP clad

Ceiling: in growing areas to be FDA certified PVC coated aluminum cooler panels and all other production and handling areas are to be PVC coated, draft sealed drop ceiling tiles unless otherwise noted in the Architectural Packet due to security requirements

All contact surfaces in The Facility, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination in accordance with 935 CMR 500.105(3).

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana in accordance with 935 CMR 500.105(3). Further details of storage areas and square footages can be found in the Architectural Packet.

Water supply shall be sufficient for necessary operations in accordance with 935 CMR 500.105(3)

Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment in accordance with 935 CMR 500.105(3)

The establishment shall provide its employees with adequate, readily accessible toilet facilities in accordance with 935 CMR 500.105(3) and the current adopted building regulations of Massachusetts.

## **Qualifications and Training**

### **WingWell LLC**

The following is a list and explanation of key positions within the WingWell cultivation and manufacturing facility. Descriptions of each position include details of Personnel Duties and Responsibilities, Authority, and Qualifications of each position.

1. CEO
2. COO
3. Cultivation Director
4. Manufacturing Director
5. Cultivation Systems Supervisor
6. Cultivation Supervisor
7. Manufacturing Supervisor
8. Cultivation Specialist
9. Manufacturing Specialist

### **Hierarchy**

WingWell LLC's CEO will be in charge of all administrative and operational decisions across the entire business. The COO reports directly to the CEO and will be in charge of all Operational decisions across Manufacturing and Cultivation. The Cultivation and Manufacturing Directors report directly to the COO, and oversees all day to day operations within their respective areas. The Cultivation Systems Supervisor will report to the Cultivation Director, and oversees all system/engineering controls for Cultivation. Cultivation and Manufacturing Supervisors report to the respective Director and are responsible for all shift responsibilities. Cultivation and Manufacturing Specialist report to the respective supervisors and will be the main labor force.

### **Training**

All WingWell LLC employees will receive hands-on one on one training with their supervisor. This training will be a minimum of 16 hours and will cover all responsibilities of the position, all safety and regulatory requirements, and company policy and procedures. Performance evaluations will be conducted annually or more often if appropriate. Continuing feedback from supervisors will be given to ensure all employees always understand what is expected and how to improve their work.

### **Disciplinary Action**

All employees will be subject to the WingWell LLC handbook and will be held responsible for all state, local, and company rules and regulations governing their actions and behavior. Disciplinary action will be taken if any policy or procedure is broken, and depending on severity, will be immediately reported to the relevant authorities.

### **Additional Requested Information**

WingWell LLC's list of anticipated positions and their qualifications in accordance with 935 CMR 500.105 are as follows:

- **CEO** – Eric Cromwell – 20+ years of experience running a highly regulated business with 500+ employees, H/R management, regulatory compliance, budget management, policy implementation, company direction and growth, contract negotiation, ServSafe Proctor.
- **COO** – Alexander (Sacha) Wing –15+ years business management, code/statute compliance, employee management, dispute resolution, professional licensing, thorough building design/construction/equipment operation knowledge and experience, long term goal implementation, 15+ years' experience and extensive knowledge of marijuana cultivation at commercial scale, 15+ years marijuana product production experience,
- **Cultivation Director** – Alexander (Sacha) Wing - Employee management, dispute resolution, thorough building design/construction/equipment operation knowledge and experience, 15+ years experience and extensive knowledge of marijuana cultivation at commercial scale
- **Manufacturing Director** – Vanessa LaCroix – Associate Degree in Food Science and Business Management, bulk food production, 10 years in marijuana product production/development and sales, Cannabis caretaker for significantly disabled peoples, supply/inventory control and ordering, employee management, ServSafe Certified.
- **Security/Front of Hosue** – 5+ years security experience, Intermediate Computer skills,
- **Cultivation Systems Supervisor** – thorough cultivation equipment operation knowledge and experience, 10+ years experience and extensive knowledge of marijuana cultivation at commercial scale, employee management experience
- **Cultivation Supervisor** – team leadership skills/ employee supervision, cannabis cultivation and processing experience

- **Manufacturing Supervisor** – team leadership skills/ employee supervision, cannabis production experience, strong math skills, basic chemistry understanding
- **Building Operations Specialist**– Organizational skills, building and equipment understanding/maintenance
- **Cultivation Specialist** — Good work ethic, positive attitude
- **Manufacturing Specialist** — Good work ethic, positive attitude
- **Administrative Assistant** — Intermediate Computer skills, Solid Microsoft Office Skills, Administrative experience.

WingWell LLC will ensure that employees are trained on job specific duties prior to performing job functions in accordance with 935 CMR 500.105(2)

WingWell LLC will ensure that employees receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105(2)

WingWell LLC will ensure that all owners, managers, and employees shall complete the Responsible Vendor Program as provided by the CCC in accordance with 935 CMR 500.105(2)

WingWell LLC will ensure that all new employees complete the Responsible Vendor Program within 90 days of being hired in accordance with 935 CMR 500.105(2)

WingWell LLC will ensure that the Responsible Vendor Program documentation will be retained for a minimum of four (4) years in accordance with 935 CMR 500.105(2)

## **Record Keeping Procedures**

### **WingWell LLC**

WingWell LLC will maintain digital and/or paper records that document all aspects of WingWell LLC operations. All records will meet or exceed all statutory requirements and satisfy any contractual (HCA, etc.) requirements. All paper records will be digitized when possible and all digital records will reside on a server within WingWell LLC facility and be backed-up daily to an encrypted cloud server to limit any record loss. All computers with access to the record's server will be virus protected, firewalled, and IP controlled. The records server will be collocated with the security system server, which under law, has limited and documented access by only approved and documented individuals. If closure were to occur, all records will be kept for their full statutorily required period at the sole cost of WingWell LLC.

Categories of Records to be kept:

- Legal and Tax Records
- Corporate records
- Cultivation
- Manufacturing
- Regulatory/Compliance
- Security/Maintenance
- Payroll/Personnel
- Insurance
- Accounting

### **Inventory Record Keeping**

WingWell LLC will maintain all inventory records in compliance with local and state statutes. WingWell LLC intends to use the Metrc system for all Cannabis product inventory as recommended by the CCC. The Metrc system is broad in its tracking capabilities covering all seed to sale movement across our proposed Manufacturing and Cultivation businesses. Inventory will be tracked daily with Metrc and WingWell LLC will also conduct monthly full inventory reconciliations, identifying any miscounts or system failures. WingWell LLC may do an inventory audit at any time in reaction to complaints or suspected issues. Records of these audits will be kept with Metrc records in accordance with CCC guidelines. Any inventory discrepancies, investigation notes, date of when audit occurs, and all individuals involved in the audit will be detailed.

WingWell LLC will also record, maintain, and enforce all recalls. These records will include: items recalled, amount, names of supervisors overseeing recall, cause of recall, and any pertinent information pertaining to the recall, lab testing etc. Recall records will be kept permanently in accordance with CCC guidelines.

## **Manufacturing Record Keeping**

WingWell LLC will use the Metrc system to track all inventory transactions within our manufacturing process. WingWell LLC will also maintain Manufacturing Batch Logs (MBLs) for all batches of Manufactured Cannabis products. Product Integrity Logs (PILs) will also be used to measure any product inconsistencies caused by pests/molds or any maladies. All pesticide treatments to cure said maladies will be documented within the Manufacturing Integrity Logs. These logs will be kept permanently.

Manufacturing Batch Logs will contain detailed notes on all aspects of the manufacturing process including but not limited to:

- Type and Source of the Cannabis Additive, in house/purchased, Oil/Hash/Wax
- Strength of Cannabis Additive
- Assigned Batch #
- Date of Manufacture
- Type of Product
- Ingredient Quality Assessment – Any pest or contaminate observation mandates use of PILs
- Any deviations from prescribed recipes
- Any issues or notes from manufacturing process
- Final Product Assessment – Any pest or contaminate observation mandates use of PILs
- Packaging source and type
- Date manufacturing of product is complete
- All Cannabis Lab results
- All staff involved in batch manufacturing
- Any other details WingWell LLC desires to track
- Staff signatures on all Log entries

Product Integrity Logs will include detail notes on all maladies and pesticides observed or used during the Manufacturing process including but not limited to:

- Type and Source of the Cannabis Additive, in house/purchased, Oil/Hash/Wax
- Strength of Cannabis Additive
- Assigned Batch #
- Dates and descriptions of any Maladies observed – pests, mold, mildew, and any contaminates.
- Dates and descriptions of any unknown product decay or damage
- Date and time of any pesticide applications
- Location that will receive pesticide applications
- Name of any pesticides used
- Name of all applicators
- Amount of any pesticide used
- EPA registration # of all pesticides
- Any re-entry intervals if necessary



Product Integrity Logs will be completed immediately after any pesticide application. MSDS for all used pesticides and chemicals will be on site available for all. These records will be kept for five years and will be openly available to the appropriate regulatory authorities.

### **Cultivation Record Keeping**

WingWell LLC will use the Metrc system to track all inventory transactions within our cultivation process. WingWell LLC will also maintain Cultivation Batch Logs (CBLs) for all cultivated cannabis. Product Integrity Logs (PILs) will be used to measure pest/mold or any maladies. All pesticide treatments to cure said maladies will be documented within the Product Integrity Logs. These logs will be kept permanently.

Cultivation Batch Logs will include detailed notes on all aspects of the Cultivation process including but not limited to:

- Strain and lineage
- Assigned Batch #
- Date of initial planting
- Date of stage maturation, seedling, sapling, mature plant.
- Nutrient load and type, with any changes noted
- Growth statistics at each stage: Height, width, canopy shape, leaf color, stalk health etc.
- Condition of grow media at each stage, with any changes noted
- Any notes on maladies – Any findings will mandatory spill over into our Product Integrity Logs
- Air quality/temp readings
- Water quality and temp readings
- All Cannabis Lab results
- Any other details WingWell LLC desires to track
- Staff signatures on all Log entries

Product Integrity Logs will include detail notes on all maladies and pesticides observed or used during the Cultivation process including but not limited to:

- Strain and Lineage
- Assigned Batch #
- Dates and descriptions of any Maladies observed – pests, mold, mildew, and any contaminates.
- Dates and descriptions of any unknown plant decay or damage
- Date and time of any pesticide applications
- Location and Plants that will receive pesticide applications
- Name of any pesticides used
- Name of all applicators
- Amount of any pesticide used
- EPA registration # of all pesticides
- Any re-entry intervals if necessary

Product Integrity Logs will be completed immediately after any pesticide application. MSDS for all used pesticides and chemicals will be on site available for all employees. These records will be kept for five years and will be openly available to the appropriate regulatory authorities.

### **Equipment**

WingWell LLC will perform limited weekly equipment inspections, a more detailed audit will be performed monthly. Maintenance and Repair Logs will be completed and filed with each inspection. These logs will include but are not limited to:

- Date of Inspection
- Reason for inspection
- Safety/Hazard Assessment
- Scheduled Maintenance List, provided by equipment manufacturers
- Completed/Incomplete Scheduled Maintenance items
- List of Parts and Service needed
- Date of Service completion
- Signature of auditor

Maintenance and Repair Logs will be kept in accordance with CCC guidelines.

### **Software & Systems**

WingWell LLC will ensure all security systems and software are updated as necessary. A Monthly Security Audit is required to ensure software and system integrity. These records will be permanently kept and be available to appropriate authorities upon request.

### **Visitor Record Keeping**

All visitors will be required to sign in at arrival and sign out at departure. Visitors will be issued a visitor badge with a unique identifying number and be personally escorted at all times in the facility by approved WingWell LLC staff. These logs will include records of their license, reason for visit, arrival time, areas within facility visited, departure time, issued badge number, and any details or notes made by the escort. These records will be maintained for four years, and openly available to the CCC and our governing municipality.

### **Waste Records**

WingWell LLC will maintain records of all wasted Cannabis and Cannabis products. Detailed in our Waste Narrative, WingWell LLC will track all wasted items at the time of disposal, recording the following information: Product being wasted, quantity, date of waste, cause of waste, manner in which waste was disposed, relevant measurement metric(grams, lbs, fluid ounces, product dependent) of

waste, and employees signatures asserting all aforementioned information is verified correct. Waste Records will be kept permanently.

### **Additional Requested Information**

WingWell LLC will keep all waste records for at least three years in compliance with 935 CMR 500.105(12).

WingWell LLC will maintain our records in accordance with generally accepted accounting principles in accordance with 935 CMR 500.105(9).

WingWell LLC will maintain written operating procedures as required by 935 CMR 500.105(1), and 935 CMR 500.105 (9)

WingWell LLC will maintain the following personnel records:

- Job Description of each agent;
- Personnel record for each agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions.
- Personnel policies and procedures;
- All background reports obtained in accordance with 935 CMR 500.030 and 935 CMR 500.105(9)

WingWell LLC will maintain the following business records:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts
- Sales records
- Salary and wages paid to each employee in accordance with 935 CMR 500.105(9)

## **Diversity Plan**

### **WingWell LLC**

WingWell LLC, with its 100% diverse/disadvantaged leadership, has made Diversity a core principle. Our hiring practices, supplier/vendor selection, and our internal Shared Venture Program will reflect that principle. "Talent is distributed evenly. Opportunity is not." WingWell LLC understands this reality and will have active policies to right this basic inequity. We have attended the SOC Diversity Webinar and are on track to get DBE status when we become active. During the entirety of operation we will be measuring and adjusting our Diversity policies to ensure that we do not just have a plan but that the plan will accomplish its intended goals.

### **Hiring**

WingWell LLC will take diversity into account with every hire. We believe an important aspect of the CCC is not only regulating and taxing Cannabis black market, but also giving the people who work in that black market the opportunity to fold back into society. WingWell LLC management understands the nature of this business and the impact of its recent illicit past first hand. WingWell LLC will hire within all CCC guidelines and will focus on hiring low-level marijuana offenders, minorities, women, LGBTQ, people with disabilities, veterans, and any other group that needs better representation or is undeserved in our society. Additional training, accommodations, programs, etc. will be borne by WingWell LLC as a cost of diversification. We will give the opportunities and we will nurture the talent with understanding and patience. WingWell LLC will use all services available including any diversity centered programs or companies that can guide or assist in finding applicants or suppliers.

WingWell LLC will be advertising these high paying jobs both within our locality of Palmer and the surrounding areas with an emphasis on areas of disproportionate impact. Though we initially thought distance may be a factor, our offered compensation will be high enough to negate the possible increased travel costs of our employees. WingWell LLC acknowledges and will adhere to the following:

- 1.) The applicant 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; and
2. 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.

### **Internal Programs**

WingWell LLC will have what we named our Shared Venture Program. For individuals interested, WingWell LLC will actively help our employees start their own Cannabis Company. This can take the form of assistance in the application process, seed/investment capital, shadowing our executive staff for real time training, or any other areas we may think of in the future. This program will help our diverse

staff move up within the industry while helping greatly in improving the quality and drive of our applicants.

### **Suppliers/Vendors**

WingWell LLC will take diversity into account with all vendor and supplier selections. We have begun the DBE process with the OSD and will use their network as initial guidance in identifying diversity within the available supply chain. WingWell LLC will use all services available including any diversity centered programs or companies that can guide or assist in finding diverse applicants or suppliers.

### **Measurement**

WingWell LLC will actively monitor its diversity initiatives. Our minimum requirements are to hire and maintain no less than 75% of staff as minority/disadvantaged. This will be tracked and updated with every hire. We will also keep and maintain hiring advertisement records and gauge their effectiveness. WingWell LLC will adjust any and all of its Diversity Policies if any of our metrics are not meeting their goals.

## **Additional Requested Information**

WingWell LLC will post monthly advertisements in the Palmer Journal, Springfield Republican and Worcester Herald stating the specific diversity needs of WingWell LLC at that time. WingWell LLC's hiring goals for are as follows:

- 50% Female
- 50% Minority
- 25% Veteran
- 10% LGBTQ+

In the event WingWell LLC is not able to reach these goals, WingWell LLC will continually advertise a monthly basis or more to reach the aforementioned goals.

WingWell LLC understands that documentation and proof of success of the diversity plan will be required for each license renewal.

WingWell LLC will work with groups or certain institutions serving or helping the listed diverse populations. If a donation is made a letter from the organization will be uploaded.



## **Staffing Plan and Recordkeeping**

Personnel records for WingWell, LLC shall include job descriptions for each employee and volunteer position, as well as charts consistent with the job descriptions.

A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of individual's affiliation with the Company and shall include, at minimum, the following:

1. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
2. 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;
3. Documentation of periodic performance evaluations;
4. A record of any disciplinary action taken;
5. Notice of completed responsible vendor and eight-hour related duty training.

## **Confidentiality Policy**

Unauthorized access to or dissemination of Company records containing trade secrets, confidential information, client records, customer records, or agent personally identifiable information is prohibited and will result in immediate termination and may result in legal action. The only exception is for communications containing personal information such as your wages, benefits, or other terms or conditions of employment that are protected by the law.

Confidential information is defined as any Company proprietary information, technical data, inventions, intellectual property, trade secrets or know-how, including but not limited to: Customer identities, research and product development information, product plans, products and services, the names, job titles, and telephone numbers of the principle contact(s) of each Customer, Customer lists or other documents containing identity information, pricing, margins, sales allowances, discounts and pricing policies, invoices, marketing and product information, sales data for any agent, product, or Customer, credit policies and information, including payment records, information on Customer preferences, financial information of the Company or its Customers, the terms and formats of the Company's contracts and agreements with customers, information relating to the Company's method of operation, processes, strategies and techniques, information relating to agents of the Company, including but not limited to agents' identities. Information shall be deemed as confidential whether it is reduced to writing or not.

## **Smoking Policy**

Smoking is not allowed in any building on Company property, this includes e-cigarettes, vaping (juuling), and smokeless tobacco. Smoking is allowed only on the agent's own time outside. Agents must not smoke in any outside area that has the effect of smoke circulating or making its way into the business facility in any way such as through the ventilation system, windows, or doors.

## **Drug Free Workplace**

WingWell LLC enforces a drug and alcohol free work place.

### ***Illegal Drugs and Narcotics***

The use, sale, possession, or transfer of illegal drugs, controlled substances, or narcotics during work hours or at the work place is against Company policy. Agents are not allowed to use or to be under the influence of illegal drugs, controlled substances, or narcotics during work hours, at the work place, or anywhere on Company property. This includes marijuana and any products, edibles, salves, tinctures or other products containing THC.

### ***Legal Drugs***

Abuse of prescription or nonprescription over-the-counter drugs during work hours or at the work place is against Company policy. An agent's use of prescription or nonprescription over-the-counter drugs during work hours or at the work place that endangers the agent or others is prohibited. For safety reasons, agents who are taking controlled substances that could affect an agent's ability to perform the essential functions or their job, are required to notify their supervisor before they begin work.

### ***Alcohol***

The use of alcohol during work hours or at the work place is against Company policy.

The use, sale, possession, or transfer of alcoholic beverages at the work place is against Company policy. The only exception is for Company approved alcohol consumption at Company sponsored events.

Agents are not allowed to be under the influence of alcohol during work hours, at the work place, or anywhere on Company property.

### ***Drug and/or Alcohol Testing***

The Company reserves the right to require any agent to undergo drug and/or alcohol testing when in its sole judgment there is reason to believe that the agent has violated any aspect of this Drug Free Workplace policy.

### ***Policy Violations***

Agents who violate any aspect of this policy are subject to unpaid disciplinary suspensions and/or other disciplinary measures up to and including termination.



## **Unsafe Practices and Immediately Terminable Offenses**

### ***Diverted Marijuana***

Agents who have diverted marijuana shall be immediately terminated and reported to Law Enforcement Authorities and to the Commission.

### ***Unsafe Practices***

Agents who engage in unsafe practices with regard to the operation of the Company shall be terminated immediately and reported to the Commission.

### ***Distribution to a Minor***

Agents who have 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 any Other Jurisdiction shall face immediate termination.

# Policies and Procedures Energy Efficiency

## Energy Efficiency Overview

Energy efficiency and a carbon free future are key priorities for WingWell LLC. Since the marijuana indoor cultivation industry is highly energy intensive, WingWell LLC has put significant analysis into the potential options to reduce its carbon footprint and increase its energy efficiency. WingWell LLC's development plans incorporate energy saving systems that are both required by building code 780CMR, Adult Use Regulations 935CMR500 and some plans that far exceed mandatory minimums. Leveraging the existing infrastructure of our proposed site, WingWell LLC has the opportunity to be a leader in the state of Massachusetts with regards to energy efficiency. By utilizing the existing Hydro-Electric plant and actively planning more renewable improvements and upgrades; WingWell LLC is dedicated to energy efficiency. Some of these improvements will be implemented for commencement of operations, and some will be phased in as financing and permitting allows. Within five years WingWell LLC will feasibly have reduced its energy load enough, that in conjunction with aggregate onsite renewable energy and carbon free energy, WingWell LLC will be a net-zero indoor cultivation and manufacturing facility.

## Non-Contact Once-Through Cooling Water

A very promising option to reduce the cooling energy demand of the cultivation and industrial development is once-through non-contact cooling water. The owner of the mill building (Thorndike Energy), that WingWell LLC has a lease agreement with, are also the owners of the water rights for the Ware River in Thorndike, MA (at the development location). This, in conjunction with the existing mill infrastructure, makes the potential for once-through non-contact cooling technically feasible. Thorndike Energy owners are energy engineers and have completed initial estimates indicating that the use of once-through non-contact cooling would reduce the energy demand in excess of 30%. This method of cooling is not being incorporated to the initial build out partly because of increased cost (estimated 50% more than traditional/efficient traditional HVAC), but more because of permitting requirements such as EPA 316a. It is understood that permitting activities can take up to several years in addition to the many associated engineering costs. WingWell LLC continues to investigate the financial feasibility and permitting requirements for once-through non-contact cooling.

## Closed Loop Heat Exchange (Geothermal Energy Storage)

Thorndike Energy, the owners of the development site, are currently working with MassDEP to reuse underground storage tanks for geothermal energy storage. Thorndike Energy has committed to installing this heat exchange within the WingWell LLC development area to shave thermal peaks/valleys from WingWell's HVAC loads. The final schedule for system installation is still being developed by Thorndike Energy; however, it is generally assumed that installation will likely be in 2020 and available to WingWell LLC upon final licensing from the CCC.

## Existing Hydroelectric

The location that WingWell LLC is developing has existing on-site hydroelectric generation which has been operating since the turn of the last century. Onsite carbon-free energy is another point in which WingWell LLC will be a leader in the Massachusetts Cannabis industry. The existing hydropower can generate a peak of approximately 800 kW. The average annual energy generation varies by year depending on the availability of river flows. In addition, the generation is seasonal. WingWell will be utilizing all hydropower generation to the extent feasible (as generation aligns with demand). It is estimated that this carbon free energy source will provide up to 50% of WingWell's annual energy demand depending on generation resources and river flows.

Additionally, Thorndike Energy is working with the Massachusetts Clean Energy Center to evaluate the development of a microgrid based on the existing hydropower generation. Microgrid projects are very complex and are currently in the early stages at Thorndike Mill. However, there is a potential that the Thorndike Mill can be converted to an independent microgrid in the future, providing carbon free generation even in times when there are grid outages (as compared to fossil fuel back-up generators).

## Roof Mount Solar

WingWell LLC intends to install roof mount solar array within five years. WingWell LLC is not pursuing this at the moment due to the initial costs. However, when the building is gutted and rebuilt the entire roof system will be remove down to the trusses. WingWell LLC has determined with an engineering company that the existing trusses will be able to hold a rooftop mounted solar array. The new purlins, structure, and decking will be engineered to accommodate this load at an increased cost. A conceptual drawing of the rooftop solar plan is provided at the end of this document.

## Energy Efficiency Strategy

Aside from the energy efficiency equipment and carbon free energy considerations, standard operating procedures will be developed to increase the energy efficiency of day-to-day operations. These will include energy reduction strategies to reduce electric demand through programs such as lighting schedules, active load management and energy storage. Features such as motion sensor shut off lighting in work areas will be incorporated throughout the facility.

## Energy Audit

WingWell LLC will work with National Grid and the Mass Save Program to complete an energy audit to identify if there are any additional means or measures to improve energy efficiency beyond what was laid out above.

## Potential Energy Use Reduction Measures

In accordance with 935 CMR 500.105(15) WingWell LLC will adopt standard operating procedures to increase the energy efficiency features such as motion sensor shut off lighting in work areas will be incorporated throughout the facility and natural lighting from windows will be utilized in areas wherever possible. Work and utility lighting will be high efficiency LED lighting installed during building construction in order to further reduce energy use. As part of WingWell's operating policies, employees will be required to turn lights off in areas of the building that are not being used.

## Opportunities for Renewable Energy Generation

In accordance with 935 CMR 500.105(15) WingWell LLC has identified rooftop solar array as a possibility for renewable energy generation. The new roof structure has been designed by a structural engineering company to accommodate a solar array. WingWell LLC intends to install roof mount solar array within five years however WingWell LLC is not pursuing this now due to the initial costs. The

following is a building plan that shows where renewable (solar) energy generation can be placed.



Solar array here

#### Strategies to reduce electric demand

In accordance with 935 CMR 500.105(15) WingWell LLC will include energy reduction strategies to reduce electric demand through programs such as lighting schedules, active load management and energy storage. Features such as motion sensor shut off lighting in work areas will be incorporated throughout the facility. WingWell LLC will use LED high efficiency grow lighting throughout the facility for cultivation. Flowering areas of the cultivation facility will be set over a 24hr period in order to reduce peak electric demand.

WingWell LLC will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, §21, by working with National Grid and the Mass Save Program to complete an energy audit to identify if there are any additional means or measures to improve energy efficiency beyond what was laid out above.

## Restricting Access to Age 21 and Under

WingWell LLC, as described in the security narrative, will have multiple layers to prevent access to our facility by persons under the age of 21. Our first layer of prevention is the fence. During main working hours, 8am-6pm, the fence gate will be open for employees and deliveries only. Outside of working hours the fence gate will be closed. While the gate is open, the only access an individual has to the building is into the Secure Lobby. Access to the building from that point will require two point verification, both keycard and passcode. Visitors will have the ability to be buzzed into the building, only after ID and purpose are identified and approved by management/security staff. All visitors will be assigned an individual escort and will remain under escort for the entirety of their visit. Anyone found under the age of 21 will be denied access. All other doors, save the main entrance, are one way fire/security doors that will be inaccessible to the public. WingWell LLC will not hire any individuals under the age of 21.

# **Diversity Plan**

## **WingWell LLC**

WingWell LLC, with its 100% diverse/disadvantaged leadership, has made Diversity a core principle. Our hiring practices, supplier/vendor selection, and our internal Shared Venture Program will reflect that principle. "Talent is distributed evenly. Opportunity is not." WingWell LLC understands this reality and will have active policies to right this basic inequity. We have attended the SOC Diversity Webinar and are on track to get DBE status when we become active. During the entirety of operations we will be measuring and adjusting our Diversity policies to ensure that we do not just have a plan but that the plan will accomplish its intended goals.

### **Hiring**

WingWell LLC will take diversity into account with every hire. We believe an important aspect of the CCC is not only regulating and taxing Cannabis black market, but also giving the people who work in that black market the opportunity to fold back into society. WingWell LLC management understands the nature of this business and the necessity of regulating it. WingWell LLC will hire within all CCC guidelines and will focus on hiring, people of color, particularly Black, African American, Hispanic, Latinx, Indigenous People, women, LGBTQ+, people with disabilities, veterans, and any other group that needs better representation or is undeserved in our society. WingWell LLC will actively monitor its diversity initiatives. Our minimum requirements are to hire and maintain no less than 50% of staff as minority/disadvantaged. Additional training, accommodations, programs, etc. will be borne by WingWell LLC as a cost of diversification. We will give the opportunities and we will nurture the talent with understanding and patience. WingWell LLC will use all services available including any diversity centered programs or companies that can guide or assist in finding applicants or suppliers.

WingWell LLC will be advertising these high paying jobs monthly both within our locality of Palmer through The Journal and the surrounding areas by publishing in The Republican and Worcester Herald; and state that the establishment is specifically looking for women, minorities, or persons with disabilities to work for the establishment. Though we initially thought distance may be a factor, our offered compensation will be high enough to negate the possible increased travel costs of our employees.

WingWell LLC's hiring goals for are as follows:

50% Female

50% Minority

25% Veteran

10% LGBTQ+

10% Disabled Persons

This will be tracked and updated with every hire. We will also keep and maintain hiring advertisement records and gauge their effectiveness. WingWell LLC will adjust any and all of its

Diversity Policies if any of our metrics are not meeting their goals. In the event WingWell LLC is not able to reach these goals, WingWell LLC will also continue to advertise a monthly basis or more to reach the aforementioned goals.

WingWell LLC understands that documentation and proof of success of the diversity plan will be required for each license renewal.

WingWell LLC will work with groups or certain institutions serving or helping the listed diverse populations. If a donation is made a letter from the organization will be uploaded.

WingWell LLC acknowledges and will adhere to the following:

- 1.) The applicant 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; and
2. 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.

WingWell Diversity Committee - WingWell LLC will also create and maintain a cross-functional, diversity focused committee that will frequently gather and evaluate feedback for accountability. The objective of this committee will be to actively monitor and respond to any diversity related training, hiring, communications and objectives set forth by WingWell LLC. The committee will meet monthly at minimum and more often if needed. The committee will review workforce utilization reports, employee feedback, morale, engagement, and turnover. The Diversity Committee will then recommend solutions or acknowledge success to WingWell LLC leadership for immediate implementation.

### **Suppliers/Vendors**

WingWell LLC will take diversity into account with all vendor and supplier selections. We have begun the DBE process with the OSD and will use their network as initial guidance in identifying diversity within the available supply chain. WingWell LLC will use all services available including any diversity centered programs or companies that can guide or assist in finding diverse applicants or suppliers.