



# Massachusetts Cannabis Control Commission

## Marijuana Courier

### General Information:

License Number: DO100142  
Original Issued Date: 06/09/2022  
Issued Date: 06/09/2022  
Expiration Date: 06/09/2023

## MARIJUANA COURIER PRE-CERTIFICATION NUMBER

Marijuana Courier Pre-Certification Number:

## ABOUT THE MARIJUANA COURIER LICENSEE

Business Legal Name: Trade Winds, LLC.

Phone Number: 508-317-6082  
Email Address: Jesse@traderoots.buzz

Business Address 1: 6 Thatcher Ln  
Business City: Wareham  
Business State: MA  
Business Zip Code: 02571  
Business Address 2:  
Mailing Address 1: 6 Thatcher Ln  
Mailing City: Wareham  
Mailing State: MA  
Mailing Zip Code: 02571  
Mailing Address 2:

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51  
Role: Owner / Partner  
First Name: Jesse  
Gender: Male  
Percentage Of Control: 51  
Other Role:  
Last Name: Pitts  
Suffix:  
User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

### Person with Direct or Indirect Authority 2

Percentage Of Ownership:  
Role: Manager  
First Name: Carl  
Gender: Male  
Percentage Of Control:  
Other Role:  
Last Name: Giannone  
Suffix:  
User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 49

Percentage of Ownership: 49

Entity Legal Name: LDE Holdings, LLC.

Entity DBA: Trade Roots

DBA City:  
Wareham

Entity Description: Full Vertical Marijuana Establishment in MA

Entity Website:

Foreign Subsidiary Narrative:

**Relationship Description:** Jesse Pitts is a managing member and founder of LDE Holdings LLC and remains the major shareholder (32.9%). Jesse has recently been accepted into the social equity program. Jesse has formed Trade Winds LLC. in order to apply for a delivery only license with the CCC. Trade Winds LLC. has signed a delivery agreement with LDE Holdings LLC. Jesse will own 51% of Trade Winds LLC and LDE Holdings will own 49% of Trade Winds LLC. LDE Holdings LLC will also loan funds to Trade Winds LLC for licensing, launch and operating capital.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: LDE Holdings, LLC

Entity DBA: Trade Roots

Email: info@traderoots.buzz Phone: 774-326-0077

Address 1: 6 Thatcher Ln

Address 2:

City: Wareham

State: MA

Zip Code: 02571

Types of Capital: Debt

Other Type of Capital: Total Value of Capital Provided: \$5000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jesse

Last Name: Pitts

Suffix:

Marijuana Establishment Name: LDE Holdings, LLC.

Business Type: Marijuana Retailer

Marijuana Establishment City: Wareham

Marijuana Establishment State: MA

Individual 2

First Name: Carl

Last Name: Giannone

Suffix:

Marijuana Establishment Name: LDE Holdings, LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Wareham

Marijuana Establishment State: MA

Individual 3

First Name: Gregory

Last Name: Wirsen

Suffix:

Marijuana Establishment Name: LDE Holdings, LLC

Business Type: Marijuana Retailer

Marijuana Establishment City: Wareham

Marijuana Establishment State: MA

MARIJUANA COURIER LICENSEE PROPERTY DETAILS

Establishment Address 1: 6 Thatcher Ln

Establishment Address 2:

Date generated: 07/01/2022

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Establishment City: Wareham

Establishment Zip Code: 02571

Approximate square footage of the establishment: 16000

How many abutters does this property have?: 9

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Trade Winds Host Community Agreement Certification Form - 08.30.21.pdf	pdf	612e938a3e10be075d4aafb4	08/31/2021
Plan to Remain Compliant with Local Zoning	TW Compliance Plan.pdf	pdf	6169aa61734f4a69091d38c0	10/15/2021
Community Outreach Meeting Documentation	Trade Winds Community Outreach Meeting COM Attestation Form.pdf	pdf	61dd94ef25efbc08930095e0	01/11/2022
Community Outreach Meeting Documentation	TW Attestation of Attendees at Community Outreach Meeting.pdf	pdf	6241c75953957f00086addbd	03/28/2022

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
Donation Acceptance Letter	Re Trade Winds LLC Donation to Wareham Public Library.pdf	pdf	61df8d3b8dbcc30906635f10	01/12/2022
Plan for Positive Impact	TW Plan for Positive Impact (January 2022).pdf	pdf	6203db1771cb790879591fd2	02/09/2022

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager

Other Role:

First Name: Jesse

Last Name: Pitts Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Director

Other Role:

First Name: Carl

Last Name: Giannone Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Partner

Other Role:

Entity Legal Name: LDE Holdings LLC

Entity DBA: Trade Roots

Entity Description: Full Vertical Adult Use Marijuana Establishment

Date generated: 07/01/2022

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Phone: 508-317-6082

Email: jesse@traderoots.buzz

Primary Business Address 1: 74 Snows Pond Rd

Primary Business Address 2:

Primary Business City: Rochester

Primary Business State: MA

Principal Business Zip Code: 02770

Additional Information:

### MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
No Employee/DUA Certification Attestation	TW Employee Attestation.pdf	pdf	612f8350d905310789ae1bcc	09/01/2021
Secretary of Commonwealth - Certificate of Good Standing	Trade Winds BUS Good Standing Cert.pdf	pdf	61378aaba82c5807742a89bf	09/07/2021
Department of Revenue - Certificate of Good standing	Trade Winds - Certificate of Good Standing - 09.07.21.pdf	pdf	614ce3c510e8450793e1b92e	09/23/2021
Department of Revenue - Certificate of Good standing	TW Certificate of Good Standing - Trade Winds - 12.15.21.pdf	pdf	61ba0f8812daf94439381720	12/15/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Trade Winds LLC Operating Agreement (Executed) for submission.pdf	pdf	612e9a8742744807726e4bd4	08/31/2021
Articles of Organization	TW - Articles of Org .pdf	pdf	612e9af30f4d6c075e3da527	08/31/2021

Massachusetts Business Identification Number: 001441968

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Trade Winds Business Plan v1.0.pdf	pdf	5ed79e64565a543e2e6e3483	06/03/2020
Plan for Liability Insurance	Trade Winds LLC Insurance Letter 6.5.2020 (1).pdf	pdf	5eecce63df8b336bef409205	06/19/2020
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_Trade_Winds,_LLC.pdf	pdf	5f1ef57c73630b702d45dea4	07/27/2020
Proposed Timeline	TW Timeline to Commence.pdf	pdf	61e865ad5099080851f32683	01/19/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	TW Prevention of Diversion (3).pdf	pdf	5eecd222bda1197ad793af70	06/19/2020

Storage of marijuana	Trade Winds Storage Policies.pdf	pdf	5f1efa555272ec7447e7b28b	07/27/2020
Transportation of marijuana	TW Transport.pdf	pdf	5f1f06978767bb7013cb1cea	07/27/2020
Qualifications and training	TW Qual&Training.pdf	pdf	5f1f11107b30b674269a8fd7	07/27/2020
Inventory procedures	TW Inventory 2.pdf	pdf	5f1f15ab1c4abd74527f4f64	07/27/2020
Dispensing procedures	TW Dispensing.pdf	pdf	5f1f1707a3272a742d1c3a57	07/27/2020
Maintenance of financial records	Maintenance of financial records.pdf	pdf	5f1f2aba1f0df7704a5e14de	07/27/2020
Record-keeping procedures	Record Keeping Procedures.pdf	pdf	5f1f2f6673630b702d45e024	07/27/2020
Security plan	TW Security.pdf	pdf	5f1f32439a9ccf70437a75a4	07/27/2020
Delivery procedures	TW Delivery PandP.pdf	pdf	5f1f34335272ec7447e7b43d	07/27/2020
Quality control and testing procedures	TW QC&T.pdf	pdf	5f1f351bcb97e3700c535daa	07/27/2020
Personnel policies	Trade Winds Personnel Policies.pdf	pdf	5f2c3fd2a24e76648176d8b8	08/06/2020
Diversity plan	TW Diversity Plan.pdf	pdf	61fc339d25efbc089301162f	02/03/2022

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

### 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.:

### AGREEMENTS WITH MARIJUANA RETAILERS

#### Agreements with Marijuana Retailers 1

**Owner First Name:** Jesse      **Owner Last Name:** Pitts      **Owner Suffix:**

**Marijuana Retailer Legal Name:** LDE Holdings, LLC      **Marijuana Retailer DBA:** Trade Roots

**Marijuana Retailer Description:**

**Marijuana Retailer Phone:** 508-317-6082      **Marijuana Retailer Email:** info@traderoots.buzz      **Marijuana Retailer Website:** traderoots.buzz

**Marijuana Retailer Address 1:** 6 Thatcher Ln      **Marijuana Retailer Address 2:**

**Marijuana Retailer City:** Wareham      **Marijuana Retailer State:** MA      **Marijuana Retailer Zip Code:** 02571      **Marijuana Retailer Country:** U.S.A.

**Marijuana Retailer Mailing Address 1:** 6 Thatcher Ln      **Marijuana Retailer Mailing Address 2:**

**Marijuana Retailer Mailing City:** Wareham      **Marijuana Retailer Mailing State:** MA      **Marijuana Retailer Mailing Zip Code:** 02571      **Marijuana Retailer Mailing Country:**

### MARIJUANA RETAILER AGREEMENT DOCUMENTATION

Supporting Document:

Document Category	Document Name	Type	ID	Upload Date
	Trade Winds - Trade Roots Exclusive Delivery Agreement (Executed).pdf	pdf	6125182223f64d075364a651	08/24/2021

### AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

### THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded



# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

Trade Winds, LLC

2. Name of applicant's authorized representative:

Jesse Pitts

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Wareham

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

Derek Sullivan, Town Administrator



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



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

dsullivan@wareham.ma.us; kbuckland@wareham.ma.us

8. Host community agreement execution date:

JUNE 21, 2021





## **Compliance Plan**

Trade Winds LLC has utilized resources and staff from its member and capital contributor, LDE Holdings, LLC.

LDE Holdings, LLC has retained Ilya Ross to serve as Compliance Officer and General Counsel, working hand-in-hand with upper management. Mr. Ross' multi-functional role includes regulatory interface with cannabis regulators, local law enforcement (including fire) and local elected public officials. Mr. Ross is also responsible for putting together the LDE Holdings, LLC Standard Operating Procedures and enforcing the same, serving as an "internal regulator" making sure production, operations, sales and bookkeeping are compliant with both the Massachusetts cannabis regulations and any local ordinances and requirements. Mr. Ross is a seasoned transactional attorney with a decade of experience in highly regulated spaces (cannabis, public company reporting) and is licensed to practice law in the Commonwealth of Massachusetts, and the States of California and Michigan. Mr. Ross will bring his experience and knowledge of the cannabis regulations to ensure full compliance by Trade Winds LLC with both the delivery obligations promulgated by the Cannabis Control Commission, as well as local requirements and rules of the Town of Wareham.

Jesse Pitts, CEO and principal owner of Trade Winds LLC, in his capacity as both an officer of Trade Winds LLC and LDE Holdings, LLC, has worked closely with the Town of Wareham's Town Planner, Town Administrator, Select Board and Zoning Board of Appeals, including in helping draft zoning regulations and local bylaws. Mr. Pitts has also worked closely with the Wareham Fire Department in securing, maintaining and conducting various inspections for permits relating to LDE Holdings, LLC's product manufacturing license.

Mr. Pitts, Mr. Ross and Carl Giannone (the other manager of Trade Winds LLC and the President of LDE Holdings, LLC) have worked closely with the Town of Wareham to keep local officials and law enforcement abreast of developments with the LDE Holdings, LLC marijuana licenses and through the negotiation of the Trade Winds LLC Host Community Agreement. Through regular correspondence with the Board of Selectmen, the Wareham Fire Department and the Zoning Board/Planning Department of the Town of Wareham, Trade Winds LLC will continue to work with local officials to maintain compliance and public safety.

## **Permits**

As Trade Winds LLC's property consists primarily of two (2) delivery vehicles, no special permits or zoning variances will be required. Trade Winds LLC intends on parking its vehicles at its business premises at 6 Thatcher Ln in Wareham, which are also the business premises of LDE Holdings, LLC. Such premises are contained within the Town of Wareham's Industrial Zoning District. LDE Holdings, LLC has obtained a special permit for its parking in accordance with the below, and Trade Winds LLC can park as a matter of right within such premises.

Specifically, this is because LDE Holdings, LLC is in excess of parking requirements for its retail and manufacturing space that could be utilized for the Trade Winds LLC delivery vehicles. This is based on a calculation as follows. Based on the retail requirement of 1 space for every

300 square feet, LDE Holdings, LLC is required to have five (5) spaces for retail. With respect to the LDE Holdings, LLC manufacturing, processing and cultivation space in the “back of the house,” the Town’s requirements are that LDE Holdings, LLC must have one (1) parking space for every one and one-half (1.5) employees on the largest shift. As LDE Holdings, LLC’s employees work in shifts, the largest shift at any given time is expected to be twenty-five (25) employees, which requires LDE Holdings, LLC to have seventeen (17) spaces for this area. Thus, a total of twenty-two (22) spaces is required. Currently, LDE Holdings, LLC has forty-one (41) spaces, well in excess of this requirement. Two (2) of such spaces will be utilized for the Trade Winds LLC delivery vehicles.

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- 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:

Trade Winds, LLC

Name of applicant's authorized representative:

Jesse Pitts

Signature of applicant's authorized representative:



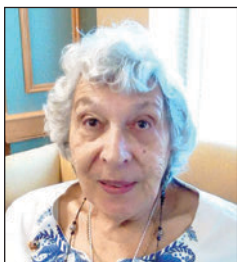
Attachment A

Community Outreach Meeting Notice in Wareham Week

# Obituaries

## Dolores J. Barboza, 90

Dolores J. Barboza, 90, of Wareham, formerly of Warwick, RI, died Tuesday, Jan. 26, 2021 at All American Assisted Living in Wareham. She was the widow of the late Frank Barboza.



Born in Providence, RI, she was the daughter of the late Magenia "Dominga" (Cruz) and Robert E. Warner. Mrs. Barboza worked in the repair and assembly department for Federal Products Corporation for 35 years.

She was a member of the Dudley Brown V.F.W. Post Ladies Auxiliary and enjoyed knitting and jigsaw puzzles.

Mrs. Barboza was predeceased by her brother, the late Robert E. Warner, and is survived by several cousins including Juanita Perry of Onset and Walter "Bubba"

Cruz of W. Wareham and several nieces and nephews.

Relatives and friends are invited to visit on Tuesday, Feb. 2, 2021 at the Chapman, Cole & Gleason Funeral Home, 2599 Cranberry Hwy. (Rt. 28), Wareham from 5 – 7 p.m. Appropriate COVID-19 protocol will be observed including the use of face masks and social distancing. Her funeral Mass will be held on Wednesday, Feb. 3, 2021 at St. Patrick's Church, 82 High St., Wareham at 10 a.m. Relatives and friends invited and are asked to go directly to church. Interment will follow in St. Patrick's Cemetery, Wareham with limited attendance.

For directions and on-line guestbook visit [www.ccgfuneralhome.com](http://www.ccgfuneralhome.com).

## Nancy Reed Smith

Nancy Reed Smith of Wareham made a peaceful passage from her home on January 13th. A lifelong resident of eastern Massachusetts, she was raised in Shrewsbury and graduated from Bancroft School and Vermont College.

Her early life was characterized by newspaper reporting, editing, and participation in a panoply of sports often acting as a teacher to others along the way.

During the time she raised her son, Scott, as a single mother, she demonstrated extraordinary volunteerism on his behalf; it was a period of her life where she cultivated her lifelong commitment of service to others including participating in charity events as a Federally Licensed Amateur Radio Operator. She was an avid knitter, crafter, and seamstress, donating her handiwork to others who could use and enjoy them.

Her spirituality and love of music were expressed at the Unitarian Universalist church choirs, the Annual General Assembly of the Unitarian Universalist Association, and the Ferry Beach Circle of Music Program.



A wide circle of eclectic friends will dearly miss her enthusiastic and resolute spirit. In addition to her son, she is survived by her brother, Peter C. Reed, her sister, Lucinda R. Sanders, two nieces, one nephew, and one great-nephew.

In lieu of flowers, charitable donations may be made to a scholarship set up in her name, The Nancy Smith Ferry Beach Circle of Music Scholarship at [www.ferrybeach.org/NancySmithScholarship](http://www.ferrybeach.org/NancySmithScholarship)

Arrangements by Chapman, Cole & Gleason Funeral Home, Wareham. To leave a message of condolence visit [www.ccgfuneralhome.com](http://www.ccgfuneralhome.com)

More obituaries *Page 17*

## Obituaries

To submit an obituary for publication, contact Editor Chloe Shelford at 508-776-2281 or e-mail [editor@warehamweek.com](mailto:editor@warehamweek.com).

## LEGAL ADVERTISEMENTS

### LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT

TRADE WINDS LLC  
6 Thatcher Lane  
Wareham, MA 02571

Notice is hereby given that Trade Winds LLC of 6 Thatcher Lane, Wareham, MA 02571, will conduct a virtual Community Outreach Meeting on the following matter on February 23, 2021. The virtual meeting will be conducted via Zoom per the link and meeting details below:

Time: February 23, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/81933461027>  
Meeting ID: 819 3346 1027  
One tap mobile  
+13126266799,,81933461027#

Trade Winds LLC intends to apply for the following Adult-Use Marijuana Establishment license: Delivery License, pursuant to M.G.L. Ch. 94G, and Chapter 55 of the Acts of 2017, and any other applicable laws and regulations promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach meeting shall include but not be limited to:

1. The type of Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the proposed Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Marijuana

Establishment to prevent diversion to minors; 4. A plan by the Marijuana Establishment to positively impact the community; and 5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Community members will be permitted, and are encouraged, to ask questions and receive answers, from representatives of Trade Winds LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectman's office and the Planning Department, all located at the Wareham Town Hall, 54 Marion Rd., Wareham, MA 02571 and a copy of this notice will be mailed at least seven calendar days' prior to the community outreach meeting to the abutters of the proposed address of the Marijuana Establishment, owners of land directly on any public or private street or way, and abutters and residents within three hundred (300) feet of the property line of petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

**TOWN OF WAREHAM  
ZONING BOARD OF APPEALS  
54 Marion Road  
Wareham, MA 02571**

**NOTICE OF ONLINE PUBLIC HEARING  
February 24, 2021  
Starting at 6:30 PM**

**Join the Online Meeting at:  
<https://us02web.zoom.us/j/86314288945>  
Meeting ID: 863 1428 8945**

**One tap mobile  
+19292056099, 86314288945#**

The Zoning Board of Appeals will hold an online public hearing on **February 24, 2021 at 6:30 p.m.** to consider **Petition #4-21 for a Special Permit/Variance** from the requirements of **Section 320, Table of Uses, and in Sections 1470 and 1471, Variance of the Wareham Zoning By-Laws, to Wareham Retail Management, LLC., of 30200 Telegraph Rd., Suite 2015, Bingham Farms, MI for a Restaurant with drive-through/pickup establishment at 1 Seth F. Tobey Rd., Wareham, MA** (Assessors Map 87, Lot 1) in the CS zoning district.

Nazih Elkallassi, Chairman  
First Notice: February 4, 2021  
Second Notice: February 11, 2021

**TOWN OF WAREHAM  
PLANNING BOARD  
54 Marion Road  
Wareham, MA 02571**

**NOTICE OF ONLINE PUBLIC HEARING  
February 22, 2021  
Starting at 6:00 PM**

**Join the Online Meeting at:  
<https://us02web.zoom.us/j/82406707533>  
Meeting ID: 824 0670 7533  
One tap mobile  
+13017158592,,82406707533#**

The Wareham Planning Board will hold an online public hearing on **February 22, 2021 at 6:00 p.m.** to consider **Petition #2-21 for a Site Plan Review Modification** from the requirements of **Article 15 of the Wareham Zoning By-Laws, to Wareham**

**Retail Management, LLC, of 30200 Telegraph Rd., Suite 2015, Bingham Farms, MI**, seeking to revise the current approved site plan in the location of Building #3 in order to accommodate a Restaurant with drive-through / pick-up, located at **1 Seth F. Tobey Road, Wareham, MA (Assessors Map 87, Lot 1) in the CS zoning district.**

George Barrett, Chairman  
First Notice: February 4, 2021  
Second Notice: February 11, 2021

**TOWN OF WAREHAM  
ZONING BOARD OF APPEALS  
54 Marion Road  
Wareham, MA 02571**

**NOTICE OF ONLINE PUBLIC HEARING  
February 24, 2021  
Starting at 6:30 PM**

**Join the Online Meeting at:  
<https://us02web.zoom.us/j/86314288945>  
Meeting ID: 863 1428 8945**

**One tap mobile  
+19292056099, 86314288945#**

The Zoning Board of Appeals will hold an online public hearing on **February 24, 2021 at 6:30 p.m.** to consider **Petition #2-21 for a Comprehensive Permit under MGL Chap 40B, for TGCI EMNACA, LLC to develop 20 units of affordable ownership homes located at Settler's Glen, 3128B Cranberry Hwy, Wareham, MA** (Assessors Map 8, Lot 1007C) in the MR-30/SC

Nazih Elkallassi, Chairman  
First Notice: February 4, 2021  
Second Notice: February 11, 2021

Attachment B

Community Outreach Meeting Notice with Wareham Clerk



**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT**

TRADE WINDS LLC  
6 Thatcher Lane  
Wareham, MA 02571

Notice is hereby given that Trade Winds LLC of 6 Thatcher Lane, Wareham, MA 02571, will conduct a virtual Community Outreach Meeting on the following matter on February 23, 2021. The virtual meeting will be conducted via Zoom per the link and meeting details below:

Time: February 23, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/81933461027>

Meeting ID: 819 3346 1027  
One tap mobile  
+13126266799,,81933461027#

Trade Winds LLC intends to apply for the following Adult-Use Marijuana Establishment license: Delivery License, pursuant to M.G.L. Ch. 94G, and Chapter 55 of the Acts of 2017, and any other applicable laws and regulations promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach meeting shall include but not be limited to:

1. The type of Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the proposed Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Community members will be permitted, and are encouraged, to ask questions and receive answers, from representatives of Trade Winds LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectman's office and the Planning Department, all located at the Wareham Town Hall, 54 Marion Rd., Wareham, MA 02571 and a copy of this notice will be mailed at least seven calendar days' prior to the community outreach meeting to the abutters of the proposed address of the Marijuana Establishment, owners of land directly on any public or private street or way, and abutters and residents within three hundred (300) feet of the property line of petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.



Ilya Ross &lt;ilya@ilyarossllaw.com&gt;

---

**WAREHAM TOWN NOTICE - Trade Winds LLC Community Outreach Meeting**

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**Michele Bissonnette** <MBissonnette@wareham.ma.us>  
To: Ilya Ross <ilya@ilyarossllaw.com>

Wed, Jan 27, 2021 at 5:41 PM

<https://www.wareham.ma.us/home/events/217026>

I have posted your meeting to our calendar as well. I copied the link for your convenience.

Be well,

*Michele Bissonnette*  
*Wareham Town Clerk*  
*508-291-3140 x:3143*

---

**From:** Ilya Ross <ilya@ilyarossllaw.com>  
**Sent:** Wednesday, January 27, 2021 10:51 AM  
**To:** Town Clerk  
**Cc:** Kenneth Buckland; Selectmen; Jesse Pitts  
**Subject:** WAREHAM TOWN NOTICE - Trade Winds LLC Community Outreach Meeting

[Quoted text hidden]

**Disclaimer**

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

Attachment C

Abutter's Certified Mail Receipts/Notice

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**

7017 1070 0000 8330 5066

Certified Mail Fee \$ \_\_\_\_\_  
Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$ \_\_\_\_\_  
 Return Receipt (electronic) \$ \_\_\_\_\_  
 Certified Mail Restricted Delivery \$ \_\_\_\_\_  
 Adult Signature Required \$ \_\_\_\_\_  
 Adult Signature Restricted Delivery \$ \_\_\_\_\_



Postage \$ \_\_\_\_\_  
Total \$ \_\_\_\_\_

Street 54 S  
City, S Andover, MA 01810

9100

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

9100



9590 9402 5284 9154 1326 22

2. Article Number (Transfer from service label)

7017 1070 0000 8330 5042

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X 

Agent  
 Addressee

B. Received by (Printed Name)  
 H. Feldman

C. Date of Delivery  
 2/17/2021

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

WAREHAM, MA 02571  
 FEB 17 2021  
 USPS

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

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

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

9100

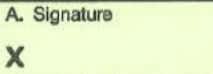


9590 9402 5284 9154 1326 39

2. Article Number (Transfer from service label)

7017 1070 0000 8330 5035

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X 

Agent  
 Addressee

B. Received by (Printed Name)  
 Schase

C. Date of Delivery  
 2/16

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

WAREHAM, MA 02571  
 FEB 09 2021  
 USPS

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery


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

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

1. Article Addressed to:

9100

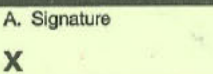


9590 9402 5284 9154 1326 15

2. Article Number (Transfer from service label)

7017 1070 0000 8330 5059

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X 

Agent  
 Addressee

B. Received by (Printed Name)  
 Schase

C. Date of Delivery  
 2/16

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

WAREHAM ANNEX  
 FEB 09 2021  
 USPS

3. Service Type


<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

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

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) Schase	C. Date of Delivery 2/8
1. Article Addressed to: <div style="background-color: black; width: 100px; height: 40px; margin: 5px 0;"></div> <div style="float: right; text-align: right; color: blue; font-size: 24px;">9100</div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <div style="text-align: center; border: 1px solid black; border-radius: 50%; padding: 10px; width: fit-content; margin: 10px auto;">             FEB 09 2021              HAMPSHIRE AMHERST           </div>	
2. Article Number (Transfer from service label) 7017 1070 0000 8330 4991	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail <input type="checkbox"/> Mail Restricted Delivery (0) <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		
		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) CIA	C. Date of Delivery 2-9-21
1. Article Addressed to: <div style="background-color: black; width: 100px; height: 40px; margin: 5px 0;"></div> <div style="float: right; text-align: right; color: blue; font-size: 24px;">9100</div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
2. Article Number (Transfer from service label) 7017 1070 0000 8330 5004	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Restricted Delivery <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		
		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature <input checked="" type="checkbox"/> X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
	B. Received by (Printed Name) PS 17	C. Date of Delivery 2-6-21
1. Article Addressed to: <div style="background-color: black; width: 100px; height: 40px; margin: 5px 0;"></div> <div style="float: right; text-align: right; color: blue; font-size: 24px;">9100</div>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label) 7017 1070 0000 8330 5011	3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	
PS Form 3811, July 2015 PSN 7530-02-000-9053		
		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <b>X</b> <span style="float:right"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>B. Received by (Printed Name) <b>S Chase</b> C. Date of Delivery <b>2/6</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align:center">FEB 06 2021</p>												
<div style="background-color:black; width:100%; height:40px; margin-bottom:5px;"></div> <div style="text-align:right; color:blue; font-size:24px;">9100</div>  9590 9402 3947 8060 5464 46	<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
2. Article Number (Transfer from service label) 7017 1070 0000 8330 5073													
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt												

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"><li>Complete items 1, 2, and 3.</li><li>Print your name and address on the reverse so that we can return the card to you.</li><li>Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	<p>A. Signature <b>X</b> <span style="float:right"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span></p> <p>B. Received by (Printed Name) <b>S Chase</b> C. Date of Delivery <b>2/8</b></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align:center">FEB 08 2021</p>												
<div style="background-color:black; width:100%; height:40px; margin-bottom:5px;"></div> <div style="text-align:right; color:blue; font-size:24px;">9100</div>  9590 9402 5284 9154 1326 46	<p>3. Service Type</p> <table border="0"><tr><td><input type="checkbox"/> Adult Signature</td><td><input type="checkbox"/> Priority Mail Express®</td></tr><tr><td><input type="checkbox"/> Adult Signature Restricted Delivery</td><td><input type="checkbox"/> Registered Mail™</td></tr><tr><td><input type="checkbox"/> Certified Mail®</td><td><input type="checkbox"/> Registered Mail Restricted Delivery</td></tr><tr><td><input type="checkbox"/> Certified Mail Restricted Delivery</td><td><input type="checkbox"/> Return Receipt for Merchandise</td></tr><tr><td><input type="checkbox"/> Collect on Delivery</td><td><input type="checkbox"/> Signature Confirmation™</td></tr><tr><td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td><td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td></tr></table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®												
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™												
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery												
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise												
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™												
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery												
2. Article Number (Transfer from service label) 7017 1070 0000 8330 5028													
PS Form 3811, July 2015 PSN 7530-02-000-9053	Domestic Return Receipt												

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:



9100



9590 9402 5284 9154 1326 08

2. Article Number (Transfer from service label)

7017 1070 0000 8330 5066

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

cb Morrow

C. Date of Delivery

2/8/21

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

3. Service Type

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

Restricted Delivery

Domestic Return Receipt



**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-USE MARIJUANA ESTABLISHMENT**

TRADE WINDS LLC  
6 Thatcher Lane  
Wareham, MA 02571

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Meeting ID: 819 3346 1027  
One tap mobile  
+13126266799,,81933461027#

Trade Winds LLC intends to apply for the following Adult-Use Marijuana Establishment license: Delivery License, pursuant to M.G.L. Ch. 94G, and Chapter 55 of the Acts of 2017, and any other applicable laws and regulations promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach meeting shall include but not be limited to:

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2. Information adequate to demonstrate that the proposed Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

Community members will be permitted, and are encouraged, to ask questions and receive answers, from representatives of Trade Winds LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectman's office and the Planning Department, all located at the Wareham Town Hall, 54 Marion Rd., Wareham, MA 02571 and a copy of this notice will be mailed at least seven calendar days' prior to the community outreach meeting to the abutters of the proposed address of the Marijuana Establishment, owners of land directly on any public or private street or way, and abutters and residents within three hundred (300) feet of the property line of petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

This document is confirmation from Trade Winds LLC, based on information provided by the Town of Wareham, that the Trade Winds LLC Community Outreach Meeting which took place on February 23, 2021 had four (4) attendees.

**From:** Patrick Marshall pmarshall@sailsinc.org  
**Subject:** Re: Trade Winds LLC - Donation to Wareham Public Library  
**Date:** October 21, 2021 at 11:48 AM  
**To:** Ilya Ross ilya@ilyarosslaw.com



Good Afternoon Ilya - I received the following message from the Selectmen's Office today. Please let me know if you need anything further from me.

Regards,  
Patrick

Patrick,  
At the October 12th meeting, the Board of Selectmen unanimously voted to accept the donation of \$5,000.00 from Trade Winds.  
Please provide a copy of the check when you receive it so I can submit the letter of approval to the accounting department.  
Thank you,  
Cassie  
*Cassandra Slaney*  
Senior Department Assistant  
Selectmen's Office

Regards,  
Patrick

Patrick W. Marshall  
Director  
Wareham Free Library      PH: 508-295-2343 ext. 1010  
59 Marion Road              Fax: 508-295-2678  
Wareham, MA 02571

On Tue, Sep 28, 2021 at 2:12 PM Ilya Ross <[ilya@ilyarosslaw.com](mailto:ilya@ilyarosslaw.com)> wrote:  
Patrick,

Please see below. I accidentally sent this to the wrong email address last week.

Thank you for your time and attention,

----- Forwarded message -----

From: **Ilya Ross** <[ilya@ilyarosslaw.com](mailto:ilya@ilyarosslaw.com)>  
Date: Fri, Sep 24, 2021 at 3:24 PM  
Subject: Trade Winds LLC - Donation to Wareham Public Library  
To: <[pmarshall@sailsinc.com](mailto:pmarshall@sailsinc.com)>

Patrick,

We spoke yesterday regarding a request by my client Trade Winds LLC for a letter from the Wareham public library confirming acceptance of receipt of a subsequent \$5,000 donation from Trade Winds LLC. Specifically, as part of our application for Marijuana Courier License from the Cannabis Control Commission, the CCC has asked us to provide the following (language copied exactly from CCC request):

- Please note, if the establishment intends to donate time, goods, services, or monies, a letter from the organization will need to be provided stating they have been contacted and are willing to accept the donations the establishment intends to provide. Donations, in any form, should be given to institutions serving or helping areas of disproportionate impact.

I am also attaching hereto our executed Host Community Agreement with the Town of Wareham. Please see section 3, noting the intended donation to the library.

Please advise at your convenience of whether this is something the library could provide and, if so, please let me know the next steps.

Thank you for your time and have a great weekend!

--

**Ilya Ross**  
Principal

**Law Offices of Ilya E. Ross**

(562) 294-0202

[ilya@ilyarosslaw.com](mailto:ilya@ilyarosslaw.com)

[ilyarosslaw.com](http://ilyarosslaw.com)

\*The Law Offices of Ilya E. Ross provide legal services and counseling which are strictly limited to state legal activities pertaining to marijuana. All activities related to marijuana are illegal under the federal laws of the United States of America and nothing contained herein nor any of our services provided are intended to assist in any way with violation of any applicable law.\*

\*\*Any information, including enclosures, transmitted via this correspondence are private, confidential and protected by attorney-client privilege. If you believe that you are not the intended recipient, please so indicate and immediately delete and dispose of this email. Do not print, copy, retransmit, disseminate or otherwise use this information.\*\*

--

**Ilya Ross**  
Principal

**Law Offices of Ilya E. Ross**

(562) 294-0202

[ilya@ilyarosslaw.com](mailto:ilya@ilyarosslaw.com)

[ilyarosslaw.com](http://ilyarosslaw.com)

\*The Law Offices of Ilya E. Ross provide legal services and counseling which are strictly limited to state legal activities pertaining to marijuana. All activities related to marijuana are illegal under the federal laws of the United States of America and nothing contained herein nor any of our services provided are intended to assist in any way with violation of any applicable law.\*

\*\*Any information, including enclosures, transmitted via this correspondence are private, confidential and protected by attorney-client privilege. If you believe that you are not the intended recipient, please so indicate and immediately delete and dispose of this email. Do not print, copy, retransmit, disseminate or otherwise use this information.\*\*

## Trade Winds, LLC Plan for Positive Impact

### Goals

- Hire and retain staff that consists of at least 50% of residents that currently reside in or have previously resided in Wareham or New Bedford. This will be achieved by means of hosting career fairs in each of Wareham and New Bedford in conjunction with LDE Holdings, LLC, as noted in more detail below.
- With LDE Holdings, LLC, host two career seminars (one each in Wareham and New Bedford) on an annual basis.
- With LDE Holdings, LLC, host two career fairs (one each in Wareham and New Bedford) on an annual basis.
- Contribute \$5,000 to the Wareham Town Public Library

### Programs and Strategies

#### Hiring Plan

1. Target, and hire, “Affected Individuals,” who are:
  - a. Individuals that either reside, or have resided for 5 of the last 10 years in an Area of Disproportionate Impact;
  - b. Individuals that reside in our host community of Wareham, which has been deemed by the Cannabis Control Commission to be an Area Disproportionately Affected by the war on drugs;
  - c. Massachusetts residents who have prior drug convictions and are not otherwise disqualified from employment at a Marijuana Establishment;
  - d. Massachusetts residents with parents or spouses that have prior drug convictions; and/or;
  - e. Individuals that have been previously trained by the Cannabis Control Commission Social Equity Program

Trade Winds’ hiring plan aimed at expanding access and increasing opportunity does not stop at hiring. Once hired, Trade Winds will take additional steps to ensure its employees develop valuable skillsets in a burgeoning industry. Trade Winds will utilize best practices in mentoring and career support to help employees advance within the Company (or, as applicable, to work with LDE Holdings, LLC, provided that any such arrangement complies with all applicable laws and cannabis regulations). Trade Winds will incorporate equity and inclusion into hiring, review and advancement procedures as per Compliance Training Group’s required manager training module, in consultation with in house legal and Human Resources available from our member LDE Holdings, LLC.

#### Career Seminars

In conjunction with LDE Holdings, LLC, Trade Winds, LLC will hold bi-annual career seminars in Wareham and New Bedford. These will take place prior to hosting the career fairs noted below and will consist of industry members explaining their roles and answering questions from

the audience. The goal is to teach the community about different opportunities in our industry and inspire community members to apply during the career fair. Topics at the career seminars will include, without limitation, (a) experiences in working in the legal cannabis industry, (b) tracks for career elevation in cannabis, (c) cross-over skills, (d) social equity opportunities in the cannabis industry in Massachusetts and (e) cannabis supply-chain management. Each seminar will be open to as many as 100 people per seminar.

### Career Fairs

In conjunction with LDE Holdings, LLC (d/b/a Trade Roots), a member of Trade Winds, LLC, host bi-annual career fairs in Wareham and New Bedford. These fairs (two of which have been hosted by LDE Holdings, LLC in December 2021 and January 2022) are widely publicized in local Wareham and New Bedford papers and provide easy access for participation by local residents. The fairs will be used to source resumes, meet candidates, and disseminate widely that Trade Winds, LLC is seeking delivery employees. Trade Winds, LLC believes that dissemination of this information via these career fairs, the partnership with LDE Holdings, LLC which actively recruits and obtains resumes from residents of Wareham and New Bedford for cannabis hiring opportunities, and the local footprint of the Trade Winds principal, Mr. Jesse Pitts, that Trade Winds, LLC will be successful in achieving its goal of hiring a staff consisting at least 50% of residents of Wareham and New Bedford.

### **Measurement**

While we anticipate that staffing levels will be lean at Trade Winds, LLC for the foreseeable future, we will, working with LDE Holdings, LLC – who has an active Advisory Committee dedicated to assessing its compliance with Positive Impact goals – provide evaluation of the following data:

- Number of Trade Winds, LLC employees and percentage that reside in MA;
- Number of Trade Winds, LLC employees and percentage that reside, or have resided 5 of the last 10 years, in Wareham or other areas disproportionately affected as defined by the Cannabis Control Commission;
- Number of management positions held by Trade Winds, LLC employees that reside, or have resided 5 of the last 10 years, in areas disproportionately affected as defined by the Cannabis Control Commission;
- Number of Trade Winds, LLC employees and percentage that have prior drug convictions;
- Number of management positions held by Trade Winds, LLC employees that have prior drug offenses;
- Number of Trade Winds, LLC employees and percentage that have been previously trained by the Cannabis Control Commission Social Equity Program.

Trade Winds, LLC, in conjunction with LDE Holdings, LLC, will also work to encourage any qualifying employees to apply for the Social Equity Program and will provide on-site application training and assistance with any such efforts.

### Additional First Year Performance Metrics

By the end of Trade Winds, LLC's first year of operations, the company will:

1. With LDE Holdings, LLC, host two career seminars (one each in Wareham and New Bedford);
2. With LDE Holdings, LLC, host two career fairs (one each in Wareham and New Bedford); and
3. Contribute \$5,000 to the Wareham Town Public Library.

With respect to the career fairs, seminars or any other programs mentioned in this plan, Trade Winds, LLC will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of Marijuana Establishments.

Any actions taken, or programs instituted, by Trade Winds, LLC, will not violate the Massachusetts Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

## **OPERATING AGREEMENT**

**TRADE WINDS LLC, a Massachusetts Limited Liability Company**

THE INTERESTS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF SUCH INTERESTS IS RESTRICTED AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING INTERESTS REPRESENTED BY THIS AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS INTERESTS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND LAWS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.



## OPERATING AGREEMENT

This Operating Agreement (the “**Agreement**”) of Trade Winds LLC, a Massachusetts limited liability company (the “**Company**”), effective as of June 10, 2020 (the “**Effective Date**”), is entered into by and between the Company and Jesse Pitts, an individual residing in the Commonwealth of Massachusetts (“**Pitts**”) and LDE Holdings, LLC, a Massachusetts limited liability company, each a “**Member**” of the Company and together the “**Members**.”

WHEREAS, the Company was formed as a limited liability company under the name “TRADE WINDS LLC” on June 10, 2020 by the filing of Articles of Organization (the “**Articles**”) with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Act, as amended from time to time (the “**Act**”); and

WHEREAS, the Members agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Members and the Company agree as follows:

### ARTICLE I FORMATION OF COMPANY

**Section 1.01 Name.** The name of the Company is and shall be TRADE WINDS LLC. The Company may do business under a fictitious business name as the Members holding a majority of the Units may from time to time determine and by causing the Company to file authorization of the same in the appropriate jurisdictions.

**Section 1.02 Purpose.** The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of the Members are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

**Section 1.03 Principal Place of Business.** The Company’s principal place of business shall be at such location as the Managers may designate from time to time.

**Section 1.04 Registered Office and Registered Agent.** The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Articles. The Company may change the registered agent or office at any time in the manner provided by the Act or applicable law.

**Section 1.05 Term.** The term of the Company commenced on the date the Articles were filed with the Secretary of Commonwealth and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

**Section 1.06 Defects as to Formalities.** A failure to observe any formalities or

requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Members for the liabilities of the Company.

## **ARTICLE II BUSINESS OF THE COMPANY**

**Section 2.01 Company Business.** The business of the Company shall be to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act.

## **ARTICLE III MEMBER, CONTRIBUTION, UNITS AND MANAGEMENT**

**Section 3.01 Units and Certificates.** The membership interests of each Member shall be represented by units representing a fractional part of the membership interests of the Member (the “Units”). The Managers shall maintain a schedule identifying each Member, his mailing address, the number of Units held by the Member and the Member’s initial capital contribution (the “Members Schedule”), and shall update the Members Schedule upon the issuance or transfer of any Units to any new or existing member, as applicable. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A. The Company will not issue any certificates to evidence ownership of the Units.

**Section 3.02 Capital Contribution.** The Members hereby agree to contribute to the Company such cash, property, or services (the “Capital Contribution(s)”) as determined by the Members. No interest shall accrue on any Capital Contribution, and the Members shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement. Each Member may, at the Member’s sole discretion, make additional Capital Contributions, but, notwithstanding anything to the contrary in this Agreement, the Members shall have no obligation to do so.

**Section 3.03 Designation of Managers.** The management of the Company shall be vested in a Board of Managers (the “Managers”). The Managers need not be Members of the Company. The number of Managers shall be initially set at two (2). Jesse Pitts and Carl Giannone shall serve as the initial Managers.

### **Section 3.04 Management.**

(a) The Managers shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all day-to-day decisions regarding the business of the Company. Any action taken by the Managers shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Managers as set forth in this Agreement. The Managers shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Notwithstanding anything contained in this Agreement to the contrary including, without limitation, Section 3.04(a) hereof, any fundamental business decision of the Company, in accordance with all applicable laws pertaining to cannabis under 935 CMR 500 *et seq* and M.G.L. c. 94G (the “**Cannabis Laws**”), or any regulations pertaining to same issued by the Massachusetts Cannabis Control Commission (the “**Commission**”), shall require approval of Pitts.

**Section 3.05 Officers.** The Managers may, from time to time, designate one (1) or more officers with such titles as may be designated by the Managers to act in the name of the Company with such authority as may be delegated to such officers by the Managers (each such designated person, an “**Officer**”). Any such Officer shall act pursuant to authority delegated to such Officer until that Officer is removed by the Managers. Any action taken by the Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

**Section 3.06 Management Rights.** Subject to the Act, the Articles and this Agreement, each of the Members and the Managers shall have authority to do every act consistent with the law. Actions by the Managers shall bind the Company regardless of whether such action is for the purpose of apparently carrying on in the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Section. No person shall have any duty or obligation to inquire into the authority or power of the Managers regarding Managers’ actions on behalf of the Company.

**Section 3.07 Detailed List of Manager’s Powers.** Without limiting the generality of any statement of the Managers’ powers and authority set forth elsewhere in this Agreement, the Managers, on behalf of the Company, may:

- (a) supervise and manage the business of the Company;
- (b) execute, in the name of the Company, any contracts, notes, mortgages, leases, bonds, or other documents that may be needed in connection with the operation of the Company’s business;
- (c) borrow money not in excess of \$50,000 on the Company’s credit for use in the Company’s business;
- (d) purchase personal property for use by the Company and in connection with such a purchase, grant to the seller a security interest in the property purchased;
- (e) buy or execute a purchase agreement, or sell or execute a sales agreement, for any property bought or sold in the regular course of the Company’s business;
- (f) buy or execute a purchase agreement or sales agreement regarding the acquisition or disposition of any ownership interest in any real property; and
- (g) make and undertake all necessary and reasonable expenditures to acquire and improve the Company’s assets.

**Section 3.08 Member Liability and Indemnification.** No Member shall be required to make any additional Capital Contributions to the Company, and no Member shall be liable for the debts, liabilities, contracts, or any other obligations of the Company, nor shall any Member be required to lend any funds to the Company or to repay to the Company, any Member, or any creditor of the Company any portion or all of any deficit balance in a Member's capital account. Any provision of this Agreement to the contrary notwithstanding, and to the extent permitted by applicable law, the liability of any Member for the losses, debts and obligations of the Company shall be limited to the amount, if any, of its share of any undistributed cash from operations or cash available upon the dissolution of the Company. A Member may, in its sole discretion, also indemnify any or all employees or agents of the Company for all costs, losses, liabilities and damages paid or accrued by the agent or employee in connection with the business of the Company to the fullest extent provided or allowed by applicable law.

**Section 3.09 Indemnification of Managers.** The Company shall, to the extent permitted by law, protect and hold the Managers, its partners, directors, officers, affiliates, agents and employees, harmless (to the extent of the Company's assets) from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising from the performance or exercise of any of the duties, obligations, powers or authorities possessed by, granted or delegated to the Managers under this Agreement. There is no obligation on the part of any Member to fund this indemnification obligation of the Company.

**Section 3.10 Appointment of New Managers.** Upon the resignation of any Manager, the Members shall appoint a replacement Manager, which appointment must obtain the approval of Pitts.

**Section 3.11 Compensation.** The Managers shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation for time spent managing the Company, in an amount to be determined from time to time by the Members.

**Section 3.12 Duty of Loyalty.** A Member may have and engage in business and investment interests and activities other than the Company, and need not account to the Company for profits or remuneration gained thereby. A Member may enter into transactions considered to be competitive with or similar to those of the Company, or a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. A Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

**Section 3.13 Other Self Interest.** A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. A Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction.

transfer or transfer as a pledge or security interest), Pitts shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that Pitts shall have the right to such information as may be necessary for the computation of his tax liability.

## **ARTICLE VII DISSOLUTION AND WINDING UP**

**Section 7.01 Dissolution.** The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) The determination of the Members to dissolve the Company;
- (b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (c) The entry of a decree of judicial dissolution under Section 43 of the Act.

**Section 7.02 Effect of Dissolution.** Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Managers shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Managers and Members under this Agreement shall continue.

**Section 7.03 Distribution of Assets on Dissolution.** In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Members.

**Section 7.04 Winding Up.** The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, the Managers or other persons designated by the Members shall cause the cancellation of the Articles in the Commonwealth of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

**Section 8.01 Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

**Section 8.02 Amendments.** This Agreement may be amended or modified from time to time only by a written instrument adopted and executed by Members holding a majority of the

**ARTICLE IV  
TAXES, ACCOUNTING AND RECORDS**

**Section 4.01 Elections.** The Managers may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time (“Code”) or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

**Section 4.02 Taxes of Taxing Jurisdictions.** To the extent that the laws of any taxing jurisdiction require, the Managers will prepare and each Member will execute and submit timely income tax payments to the taxing jurisdiction. Each Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member’s income, and interest and penalties assessed on such income. If a Member fails to timely submit required income tax payments to the taxing jurisdiction, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of any Member shall be treated as a distribution for purposes of Article V.

**Section 4.03 Books and Records.** The Managers shall keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company’s business and carrying out this agreement.

**ARTICLE V  
DISTRIBUTIONS**

**Section 5.01 Distributions.** The Company may make distributions at such times and in such amounts as determined by the Managers.

**ARTICLE VI  
DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES  
AND ADDITIONAL MEMBERS**

**Section 6.01 Disposition.**

(a) Other than Pitts, any Member’s membership interest is transferable either voluntarily or by operation of law. Such Member may dispose of all or a portion of its membership interest. Upon the disposition of a portion of such Member’s membership interest, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer without further action. Upon the transfer of such Member’s entire membership interest (other than a temporary transfer or transfer as a pledge or security interest), such Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that such Member shall have the right to such information as may be necessary for the computation of such Member’s tax liability.

(b) Pitts may only dispose of all or a portion of his membership interests to another person who is certified as an Economic Empowerment Applicant and/or Social Equity Program Participant as promulgated by the Commission, pursuant to the Cannabis Laws. Upon the transfer of Pitts’ entire membership interest (other than a temporary

Units and the Company.

**Section 8.03 Entire Agreement.** This Agreement represents the entire agreement between each Member and the Company.

**Section 8.04 Severability.** In the event that any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

**Section 8.05 Rights of Creditors and Third Parties Under Operating Agreement.** This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

**COMPANY:**

TRADE WINDS LLC

By: 

Name: Jesse Pitts

Title: Manager

By: 

Name: Carl Giannone

Title: Manager

**MEMBERS:**

By: 

Name: Jesse Pitts

LDE HOLDINGS, LLC

By: 

Name: Carl Giannone

Title: Managing Member / President



**SCHEDULE A**

**MEMBERS SCHEDULE**

<u>Member Name</u>	<u>Units</u>	<u>Initial Capital Contribution</u>
LDE HOLDINGS, LLC	490	
JESSE PITTS	510	

**D**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

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

**Limited Liability Company  
Certificate of Organization  
(General Laws Chapter 156C, Section 12)**

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

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

**Trade Winds LLC**

---

(2) The street address of the office in the commonwealth at which its records will be maintained:

(3) The general character of the business:

**To apply for a Delivery-only license from the Massachusetts Cannabis Control Commission and any other business in which an MA LLC is authorized to engage**

(4) Latest date of dissolution, if specified: \_\_\_\_\_

(5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

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

NAME

ADDRESS

(7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

ADDRESS

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

NAME

ADDRESS

(9) Additional matters:

Signed by (*by at least one authorized signatory*): Jesse Pitts 

---

Consent of resident agent:

**Jesse Pitts**

I \_\_\_\_\_,  
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12\*

*\*or attach resident agent's consent hereto.*

**COMMONWEALTH OF MASSACHUSETTS**

**William Francis Galvin**  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

**Limited Liability Company Certificate**  
**(General Laws Chapter 156C, Section 12)**

I hereby certify that upon examination of this limited liability company certificate, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said application; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said application is deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
*time*

Effective date: \_\_\_\_\_

**WILLIAM FRANCIS GALVIN**  
*Secretary of the Commonwealth*

Filing fee: \$500

**TO BE FILLED IN BY LIMITED LIABILITY COMPANY**  
Contact Information:

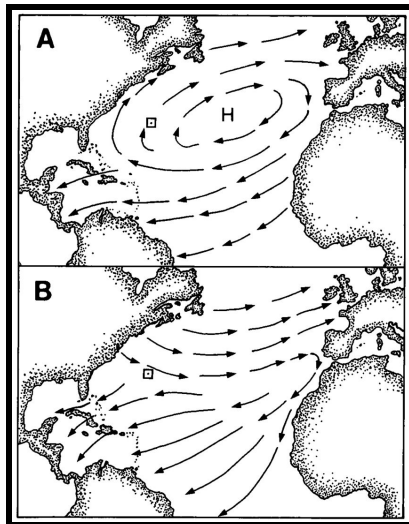
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

# Trade Winds, LLC



**Business Plan v1.0 (June 2020)**

**Jesse Pitts**  
**Managing Member/Founder**  
**Jesse@traderoots.buzz**  
**6 Thatcher Lane**  
**Wareham, MA 02571**

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## **Executive Summary**

### **What and Why**

An opportunity exists to capture first mover advantage and build an Adult Use cannabis home delivery business in The Commonwealth of Massachusetts. Based on the tireless work and activism from Commissioner Shaleen Title and others, Massachusetts was the first state to implement a Social Equity Program (SEP) to provide reparations for the harms caused by the War on Drugs. As part of this program, Delivery-Only (DO) licenses are restricted to SEP and Economic Empowerment (EE) program participants for a period of two years beginning once the first DO licensee commences operations. Trade Winds Managing Member and Founder, Jesse Pitts, served time in county jail stemming from a misdemeanor cannabis arrest in 2007, and thus was accepted into the second cadre of the Social Equity Program in May of 2020. And while nothing can adequately compensate him for the time that he was deprived of his liberty (for possessing a plant), he is thankful to the Commission for this opportunity, and looks forward to serving Wareham (an area of Disproportionate Impact) and the surrounding area with craft cannabis and cannabis products.

NYU Stern Professor Scott Galloway recently wrote “Things won't change as much as they will accelerate. While other crises reshaped the future, COVID-19 is just making the future happen faster”-- and Trade Winds Management couldn't agree more. This most recent crisis has increased adoption of both online ordering and home delivery. Customers are becoming increasingly accustomed to the convenience of home delivery, and we feel that this will extend to cannabis as well (if the western states are any guide to how Massachusetts consumers will behave, our thesis is confirmed).

One of the biggest challenges Delivery-Only licensees face is a shortage of quality cannabis—a problem made worse by a two month Cease and Desist order and the PotCom crash precipitating a liquidity crunch for aspiring cultivators. Fortunately, Trade Winds' majority shareholder, founder and Managing Member, Jesse Pitts, is also the largest single shareholder of LDE Holdings. Jesse has demonstrated to the boards of both companies the synergies that result from a symbiotic partnership and LDE has selected Trade Winds to be their Delivery-Only partner, providing LDE (dba Trade Roots) with expanded sales channels and Trade Winds with a steady supply of craft cannabis.

Another challenge Delivery-Only licensees face is access to capital to build their business. Fortunately Trade Winds has negotiated a credit facility with LDE for up to \$1MM. This will provide Trade Winds with capex and operational capital in a non-dilutive way, ensuring Trade Winds' compliance with CCC regulations mandating Jesse owning > 50% of the license holding entity.



Lastly, an additional challenge SEP applicants traditionally face stems from the application process itself. The process for licensure is daunting— necessitating proficiency in law, insurance, local politics, real estate, finance, negotiation, PR etc. Jesse, with LDE, has already been through this process, having been awarded provisional licenses as general applicants for Cultivation, Product Manufacturing and Retail last year (MRN281689 MCN281262 MPN281436). Trade Winds will share Trade Roots' professional network (including Foley Hoag, Citrin Cooperman, Bud Risk, etc), and first hand experience to guide us through the process and ensure 100% regulatory compliance.

## Who We Are



### Jesse Pitts- Founder/Managing Member

Jesse Pitts is an experienced construction foreman and small business owner who has extensive knowledge of the building codes and amendments here in Massachusetts as well as the CEO/Founder of LDE Holdings, LLC.. A native to our host town, Jesse has deep roots within the community. With an enduring interest and passion for cannabis, Jesse has been a licensed medical cannabis patient and caregiver in Massachusetts since the inception of the program. He has vast experience in plant cultivation and has recently received a certification in advanced extraction technologies at Havelick & Associates LLC in Golden Colorado. Jesse co-founded The Center For Alternative Life Medicine (C.A.L.M.) out of New Bedford Ma. C.A.L.M. is a not-for-profit entity that was prepared to apply for a medical cannabis license in Ma. C.A.L.M. was acquired and merged with New England Treatment Access (N.E.T.A.) Jesse was a paid consultant and helped co-author N.E.T.A's application. This led to the company being awarded two licenses. Jesse is a registered Social Equity Program (SEP) participant.



### Carl Giannone- Director

After graduating Lafayette College with degrees in Economics & Business, Carl began his career as an equities trader at Heartland Securities/Trillium Trading in 1999. After being promoted to trading desk manager and Registered Principal, Carl left to trade his own account with Schonfeld Securities before building his own desk, first under Assent LLC/Sungard (2006) and then T3 Capital Management/T3 Trading Group (2010). By 2014, his desk employed over 100 traders in two offices deploying myriad strategies across a range of asset classes. After 18 years of performing roles ranging from trader to risk manager to recruiter to brand manager, Carl left his trading desk (and Manhattan) to work as an independent outside recruiter for a large multinational proprietary trading firm while taking care of an ill parent. As a result of seeing the benefits of medical cannabis first hand (in moderating cancer symptoms), Carl shifted his focus from investments to cannabis. In 2017 he founded LDE Holdings, LLC with Jesse, where he currently serves as President. He has been quoted in Bloomberg and on CNBC as well as niche industry publications. He previously held his Series 7,

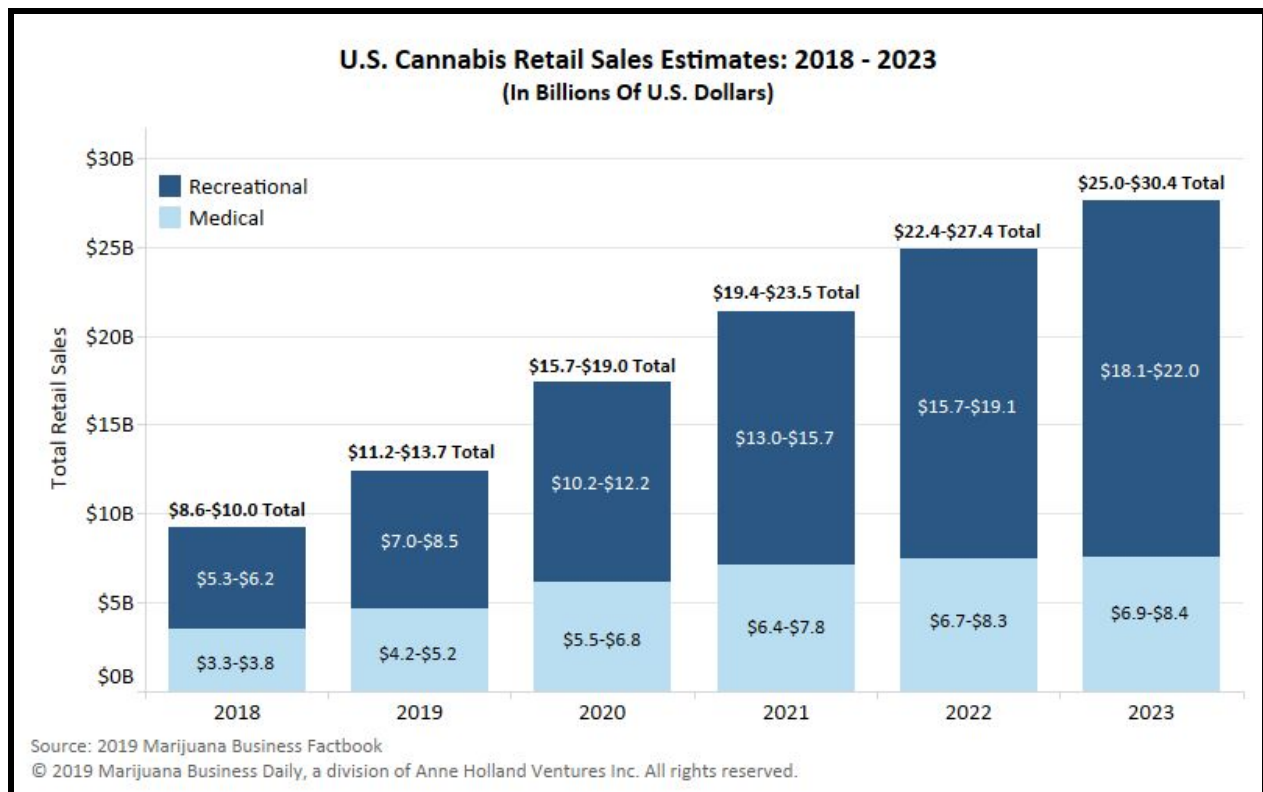
24, 55, 56, 62 and 63 licenses.

## **Business/Industry Overview**

### **The Cannabis Industry in America**

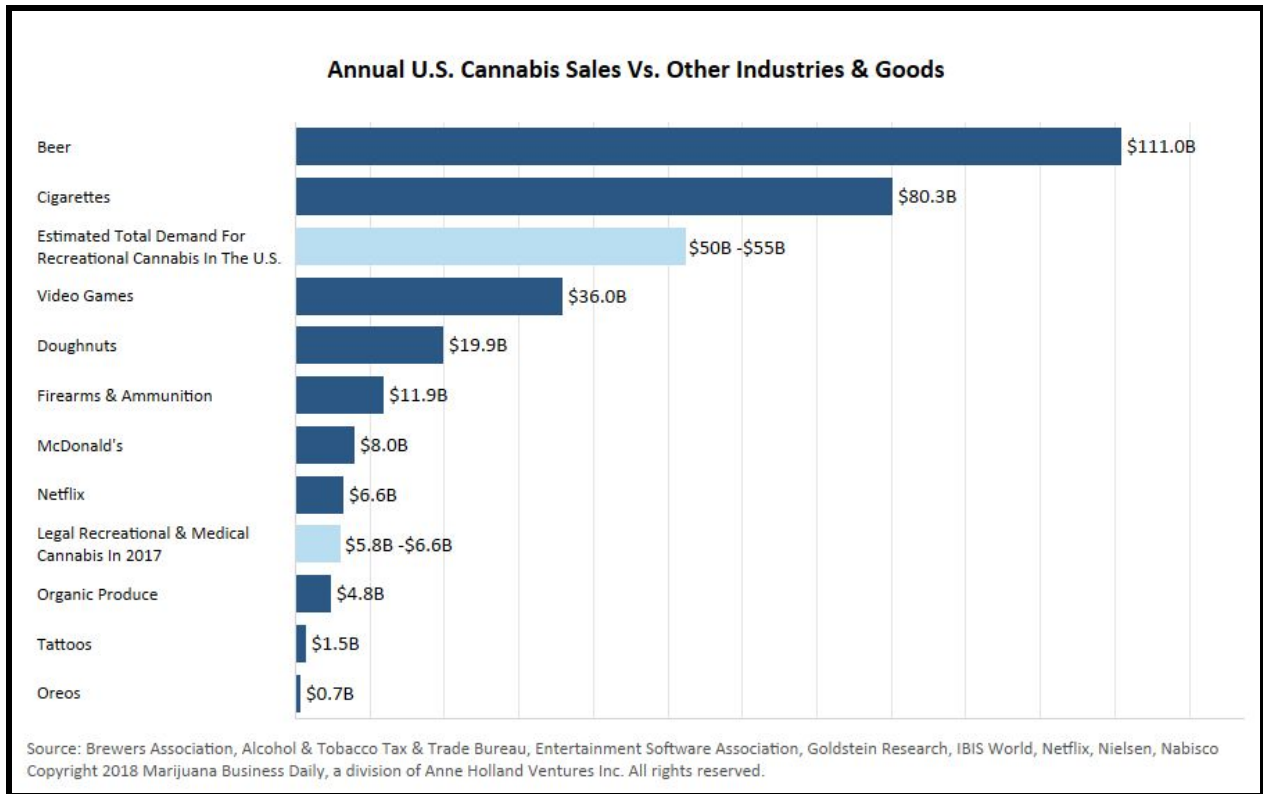
According to recent Gallup surveys, 66% of respondents support the legalization of cannabis in America--an astounding 52% increase from 1969 (and up 2% since we wrote v1.0 of this business plan back in January 2018). Although this shift in sentiment has yet to be fully reflected on the Federal level, 33 states (plus DC) have legalized medical cannabis, and 11 have passed Adult Use legislation.

While experts may argue about the potential size of the industry over the next decade, even the most fervent hawk's estimates are bound to be pretty staggering.



According to Gateway Incubator (the Y Combinator for the “non-leaf touching” cannabis space), legal cannabis sales saw 35% growth in 2018--a highly unusual occurrence for industries larger than \$5bn. To illustrate it's magnitude by comparison, cable television grew at 19%/yr in the early 90's, and e-commerce 1.0 grew at 26%/yr in the early aughts. Although a portion of this growth can be attributed to the pro-cannabis sentiment that has permeated cultural zeitgeist, this isn't the industry's biggest tailwind.

As the following chart shows, there's currently an estimated \$50-55bn in pent-up black market demand in the US:



These “non-compliant consumers” will continue to switch to regulated markets as more states normalize, and as the quality, safety and variety of legal and lawful cannabis products improve.

### The Cannabis Industry in Massachusetts

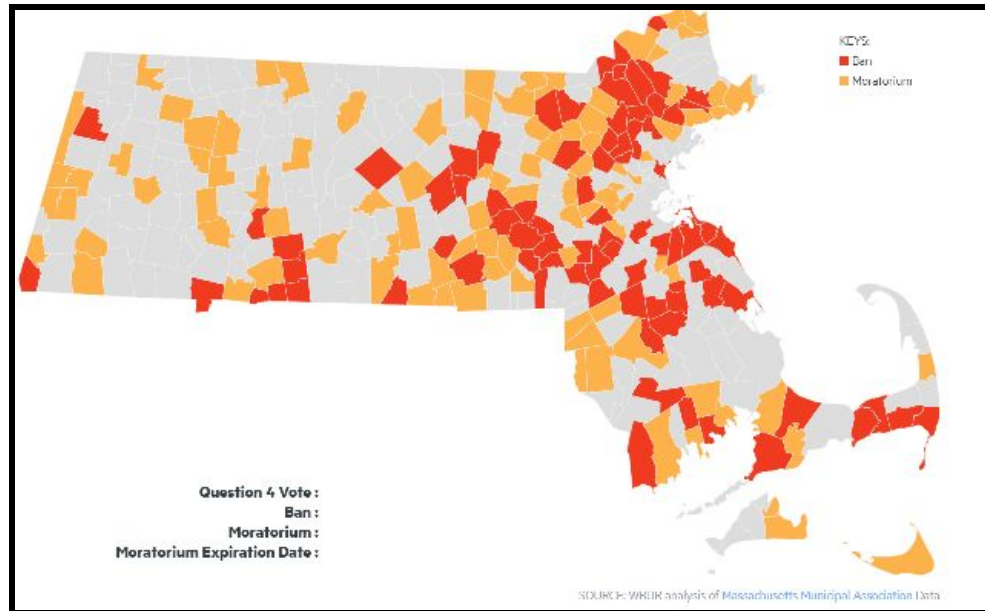
## Massachusetts pot business a 'gold mine'

Jordan Graham Friday, October 06, 2017

Massachusetts has been progressive (for an east coast state) in its path towards normalization. After decriminalizing “simple possession” in 2008, the voters approved a medical

cannabis ballot initiative in 2012, and voted for creating a well regulated Adult Use market in 2016. Sadly however, only 19 of the 75 non-profit medical Registered Marijuana Dispensaries (RMDs) which received licenses actually had opened their doors to patients by summer 2018. Apparently many licensees delayed their plans, wagering that their medical status would give them priority review for the new Adult Use permits. However due to the labyrinthine complexity of the application process, the rollout has been extremely slow--with only 28 retail stores open

to date. In addition many towns have ignored the promising data from CO, OR and WA and citing “not in my backyard” concerns, have issued moratoriums restricting or banning retail stores, (which will further constrict supply).



This doesn't bode well for consumers initially, as producers are enjoying eye-popping pricing power with retail prices exceeding \$9600/lb (at Verilife in Wareham).

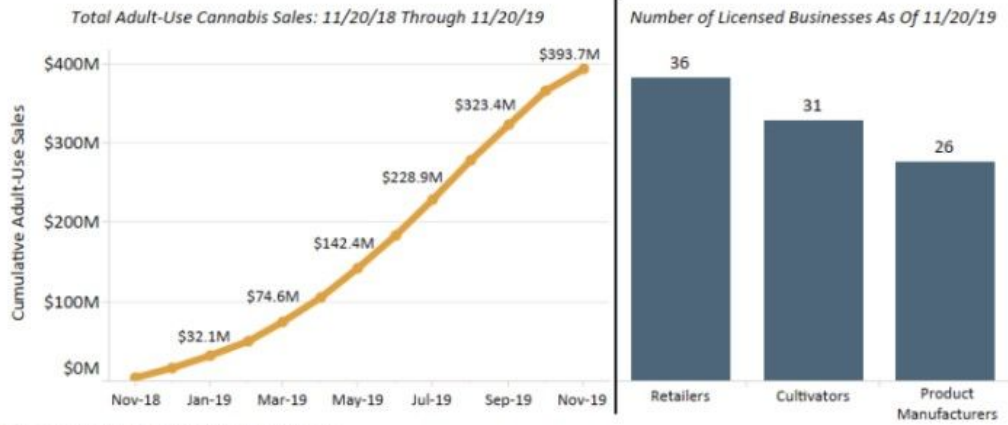
"The fundamental problem is we're coming into the recreational market with not as developed or as mature a medical program as we had seen in other states," notes Adam Fine, an attorney with Vicente Sederberg. "We don't have currently cultivation capabilities to keep even close to the anticipated high demand once the first recreational marijuana retailers open up."

"The first places to open up will sell out in less than a week," predicted Peter Bernard, president of the Massachusetts Grower Advocacy Council--which has proven accurate.

In 2019, \$420MM of legal cannabis products were sold in Massachusetts, and by 2025, The Commonwealth is expected to transact 8% of total cannabis sales nationwide (currently 290,000-453,000 lb/yr based on our analysis, excluding canna-tourism)--creating over 17,000 new jobs in both primary and secondary (non leaf-touching) sectors.

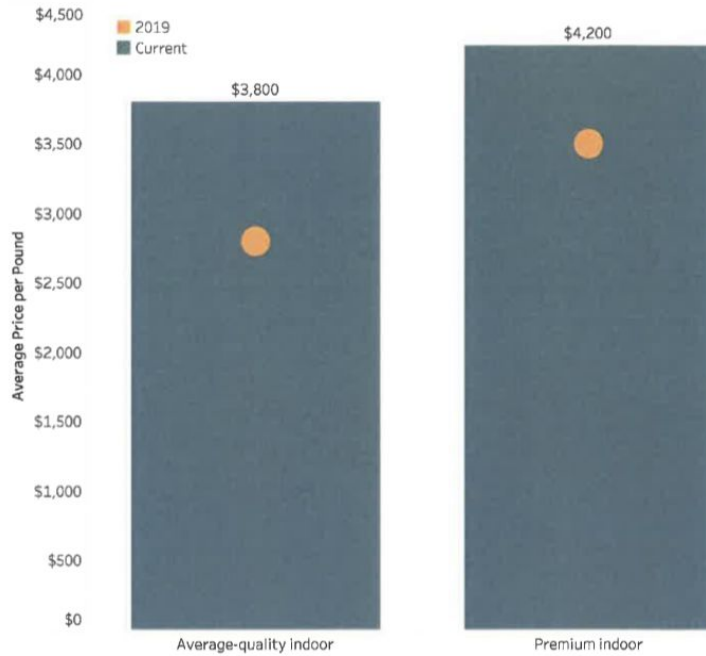
Preliminary data shows that the exuberance for the Massachusetts cannabis market is far from irrational:

**First Year of Massachusetts' Adult-Use Market:  
Sales & Licensed Businesses**



Source: Massachusetts Cannabis Control Commission  
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**Wholesale Cannabis Prices in Massachusetts**



Source: Marijuana Business Daily  
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With a combination of high internal demand, cannatoursim and a regulatory apparatus in place that prevents Oregonian style over-supply, we feel that the Adult Use cannabis market in The Commonwealth is a Goldilocks scenario.

### **Our Position in the Industry- Wareham, The Gateway to Cape Cod**

We feel we are ideally located for home delivery-- at the crossroads of 495/195/28/25, and just a stone's throw from the Bourne Bridge. With easy highway access, and a blend of working class and upper income folks residing in our delivery radius, Trade Winds looks forward to serving a diverse group of customers. We will be constantly monitoring the Commission's (convenient) Municipal Zoning Tracker and will update our delivery areas accordingly.

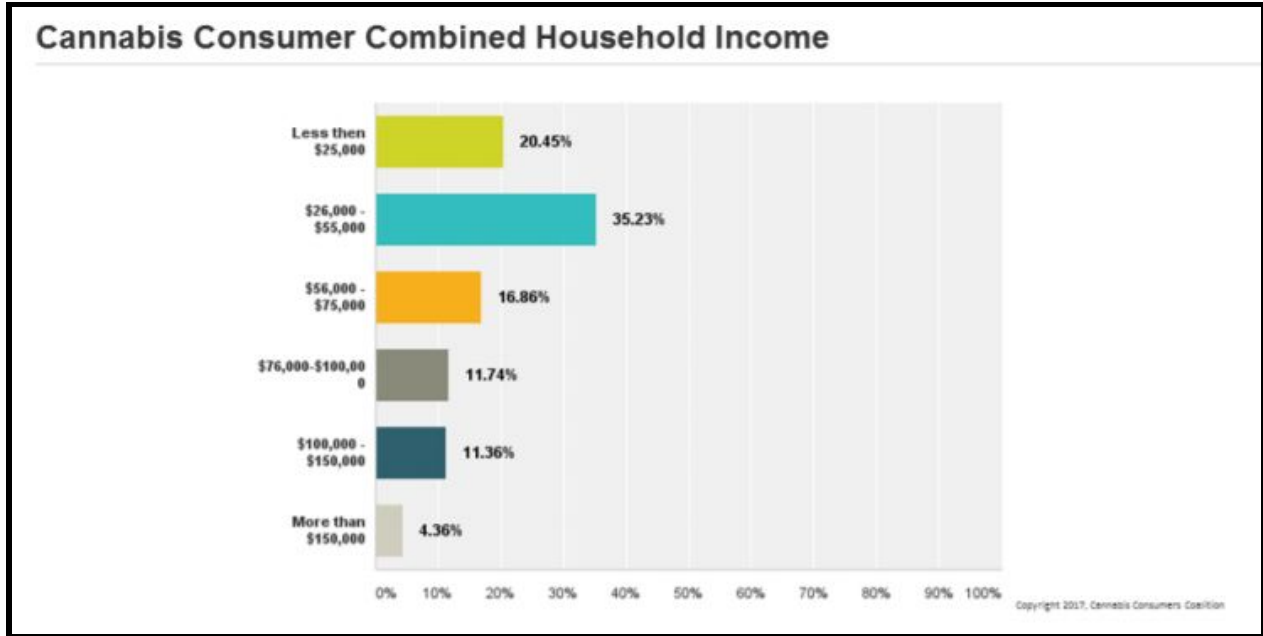
### **The Competition**

Delivery- Only licenses are restricted to SE and EE program participants for a period of two years from the date that the first DO business commences operations. This severely limits the number of experienced players (like Eaze) from entering the MA market and establishing dominance before small players like Trade Winds can get a foothold. However this doesn't mean Trade Winds will have a monopoly on delivery. Management is aware of two experienced operators seeking to partner with SE applicants to come to market for home delivery in the near future (Stalk and Beans and Plymouth Armor Group). Both have years of experience in logistics and delivery. That said, even with these two competitors and others, we feel that folk's desire for the convenience of getting craft cannabis delivered to one's home creates a big enough market for Trade Winds to thrive.

### **Customer Demographics**

Unfortunately, until full Federal normalization, we're limited to data gleaned from POS transactions (with no demographic overlay), or that from self-reporting consumers incentivized by rewards programs.

Surprisingly given the ubiquitous "stoner" stereotype, statistically our "average" consumer is slightly more likely to be female than male, be 21-35 years old, work as a "professional", and is very likely to spend at least \$200 a month on cannabis, <sup>14</sup> with the following income distribution statistics:



Based on anecdotal experience we question this data, but regardless of gender, to paint a more detailed picture we have to breakdown our customers into three groups: local retail, branded wholesale, and “white label” wholesale.

Common industry lore posits that 20% of cannabis consumers generate 80% of a stores’ revenue. These “heavy users” are in search of a “fire” product. “Fire,” being a modern cannabis industry colloquialism for “premium quality, taste and effect,” is precisely what Trade Roots will be producing. Their offerings will delight these discriminating customers, for whom “the product is the pitch,” and Trade Winds looks forward to delivering it to them.

**SWOT Analysis**

**Strengths**

- Distribution of Trade Roots craft cannabis
- Access to non-dilutive capital
- Strong professional service providers/advisors
- Strong local ties
- Local municipality and community support
- Proven ability to execute (through architectural review process- licenses MRN281689 MCN281262 MPN281436)
- COVID-19 accelerating trends including online ordering and home delivery

**Weaknesses**

- Total lack of operational experience

## **Opportunities**

- To generate a reasonable ROI while delivering Trade Roots craft cannabis to Wareham and the surrounding areas
- To build a company with a diverse, empowered workforce
- To provide a positive impact on our host community

## **Threats**

- 280E could make profitability difficult
- Current CCC regulations (ie 2 persons per vehicle, etc ) could make profitability difficult
- More experienced operators may come to market
- No cap on licenses after 2 year restricted period
- Regulatory creep
- Business interruption due to government edict
- COVID-19 precipitating a global stagflationary depression marked by civil unrest and regional wars

## **COVID-19**

COVID-19 will no doubt make a lasting impact on the way folks shop. Trade Winds has looked to data to see where these changes are occurring.

Some key findings from a 3/24/2020 *Shopkick* consumer survey (across demographics):

- Americans are stocking up on essentials. Nearly half (47 percent) of consumers reported stocking up on essential items, with 78 percent saying it made them feel 'safer'. These essentials include food items and water (93 percent), toiletries (74 percent), cleaning supplies (58 percent), medicine and medical items (45 percent) and pet supplies (41 percent). To 85 percent of Americans, brand names do not matter during times like these.
- Consumers are taking extra precautions when shopping in-store. Nearly 60 percent of consumers said they worried about shopping in-store. To mitigate their concerns, 85 percent said they were taking one or more additional health precautions, such as disinfecting their hands and shopping carts (92 percent), shopping at slower times (66 percent), using debit/credit cards to avoid handling cash (63 percent) and using self-checkout (59 percent).
- Across the country, aisles are empty. Nearly 100 percent of consumers noticed household essentials selling out at their usual retailer or grocery store. The essentials include toilet paper (97 percent), hand sanitizer (93 percent), disinfecting wipes (91 percent), bottled water (69 percent), medical items (64 percent) and canned goods (54 percent). In addition, 78 percent reported seeing store purchasing restrictions, such as limits on the number of specific items shoppers could buy.



- Consumers are still finding time for fun. Despite the current situation, 43 percent of consumers said their spending habits on fun, non-essential purchases had not changed. Five percent even reported spending more money on these types of purchases.

All of these trends seem to play into Trade Wind's plan, as cannabis has been deemed "essential" in most states (except MA, sadly), and sales have been booming as customers "stock up." As it seems like COVID-19 is here to stay for the intermediate future, we see these trends continuing.

### **Social Equity Program**

As per the Cannabis Control Commission website: "The Social Equity Program (SEP) is a free, statewide, technical assistance, and training program that provides education, skill-based training, and tools for success in the cannabis industry. The SEP focuses on those most impacted by the War on Drugs, marijuana prohibition, disproportionate arrests and incarceration, and provides education and entry across four areas: entrepreneurship, entry- and managerial-level workforce development, and ancillary business support."

Due to Jesse's 2007 misdemeanor cannabis arrest, he qualifies as a SE applicant, and because he owns > 50% of Trade Winds LLC, we enjoy the benefits of his status. Including:

- Free technical assistance & training
- Expedited application review
- Waived application fees; this waiver does not include the costs associated with background checks
- Waived seed-to-sale METRC monthly program fees; this waiver does not include other costs associated with the seed-to-sale tracking system, specifically the fees for plant and package tags
- Exclusive access to Social Consumption and Delivery-Only License types, for at least a two-year period, as well as a pre-certification application that provides applicants with a preliminary application process for those two license types
- 50% reduction of the Annual License Fees

### **Operations**

Trade Winds is in consultation with Mitzi Hollenbeck, tax partner and co-head of the cannabis practice at Citrin Cooperman on the best way to set up the operations of the company while

minimizing the crushing impact of 280E while utilizing IRC 471-11 full absorption costing. We will be updating this section as we figure out how to most efficiently handle inventory and operations from a tax perspective.

### **Financing**

Trade Winds has secured a credit facility from LDE Holdings, LLC for up to \$1,000,000 at a 6% interest rate per annum. This is non-dilutive debt and does not have any attached warrants or options. Trade Winds has no intention in selling equity to outside investors or diluting existing shareholders in any way.

### **Location**

6 Thatcher Lane, Wareham Massachusetts

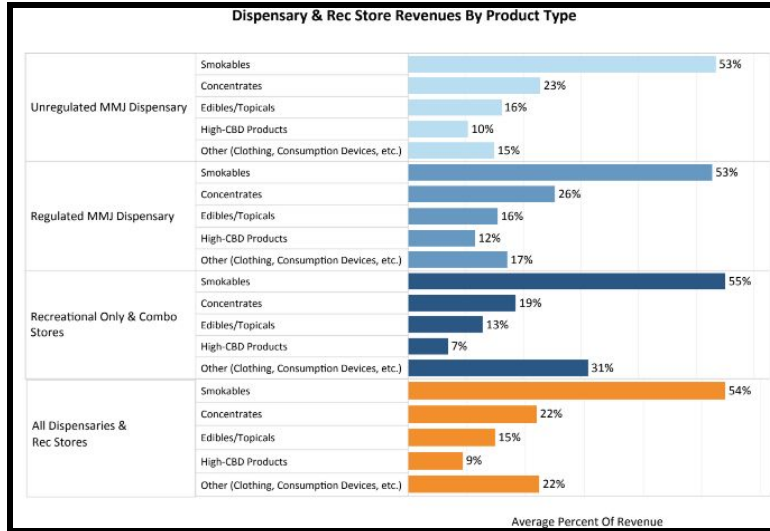
### **Products to be Offered**

Trade Winds will carry Trade Roots' ultra premium "Craft" cannabis and cannabis products including: flower, concentrates, and vapor cartridges.



While flower is still king, concentrates and edibles continue to capture larger market share in legal Adult Use states as more consumers opt for hydrocarbon free consumption methods. In Q1 2016, Colorado saw concentrate sales rise by 125% and edibles by 53% year over year, compared to flower growth of 11%. While flower sales still make up the bulk of the total revenue (around 50-55%) of retail stores nationally, that's significantly down (from 70-80%) in just a few short years.

The current product mix, nationally, as per the [Marijuana Business Factbook 2017](#):



## Flower

Trade Roots will offer customers a wide range of sought after varieties, while ensuring that each is an ideal expression of the plant.



Including the following strains:

- Mickey Kush
- East Coast Sour Diesel
- Western Massachusetts Super Skunk
- Tahoe OG
- Snow Land
- Snow Dawg
- Critical Jack

- Sour Apple
- Grape God
- Do-si-do

## Concentrates

Simply put, concentrates are cannabis-derived extracts that contain concentrated amounts of the psychoactive compound tetrahydrocannabinol (THC) and a multiplicity of other cannabinoids and terpenes. The “original” concentrate, hashish, has been produced for millennia and is still popular in North Africa, the Middle East and Europe. A result of physical agitation of the flower, hash typically contains around 50% THC, with the rest being made up of inactive plant material. To borrow E. I. du Pont de Nemours and Company 1930s slogan, modern cannabis users enjoy “Better Living Through Chemistry.” The last decade has seen tremendous advances in cannabis extraction technology. No longer limited to physical extraction methods, solvent based extraction produces a vastly superior product.

Predominantly extracted from the plant’s biomass (which is extremely rich in terpenes and cannabinoids), the varieties include:

- Wax
- Sugar Wax
- Shatter
- Rosin
- Live Resin
- Dead Resin
- Sauce or HTFSE (High Terpene Full Spectrum Extract)
- HTE (High Terpene Extract)
- Isolates (THCA, CBD, CBN, ect.)



## Vapor Cartridges

To quote *Leafly*:

When it comes to ease of use, portability, and functionality, one cannabis product stands tall above the rest. You may know them as preloaded cannabis oil vape cartridges, hash oil vape pens, or even disposable wax pens. These relatively new and exciting devices have permeated the cannabis concentrate market over the last several years, quickly becoming the go-to concentrate-based product for both the novice and accustomed cannabis fans.



These novel little devices attach to a battery which powers a small heating element, that in turn, vaporizes the oil. Offering convenience, portability and subtlety in use, vapor cartridges provide a win/win for both the consumer and the producer. The oil used in vapor cartridges is typically extracted from the “waste” biomass from flower cultivation known as “trim”-- and in spite of being amongst the highest margin cannabis products, it’s also extremely

economical for the consumer. A 500mg cartridge will provide an average of 200 “hits,” without the waste and smell of hydrocarbon combustion.

While many producers will adjust the viscosity of their pens using vegetable glycerine or propylene glycol, at Trade Roots we will only use natural cannabis derived terpenes, thereby improving both flavor and effect. In addition, unlike many competitors who use distillates, Trade Roots has mastered the science of making Full Spectrum oil.

Once again, per *Leafly*:

Pre-filled full-spectrum cartridges are hard to come by and are only offered in certain markets; their price tends to reflect their rarity as well. If you’re fortunate enough to live in a market where these products are available, it’s highly recommended to fork up the extra cash to give one a shot. In terms of strain comparability, the flavor on a full-spectrum cart is incredibly similar to what you would experience in a strain.

## **Branding**

Trade Winds intends to be an extension of the Trade Winds brand esthetic. The legal markets



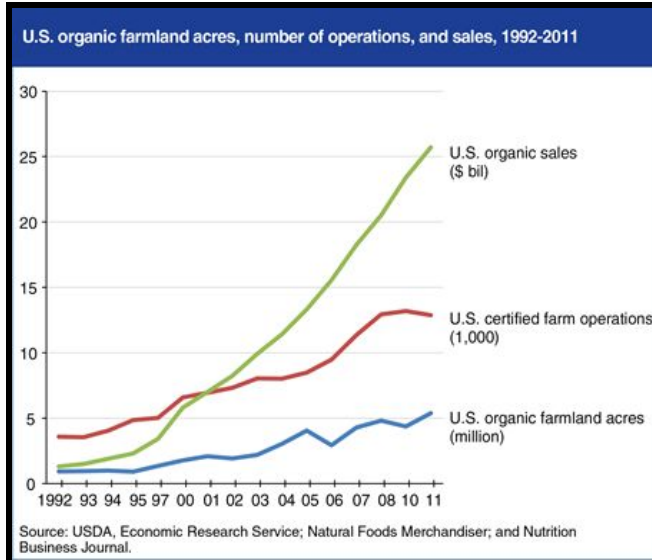
out west have taught us that if you can't compete on price, you better build a brand if you want to survive post-commoditization. While many industry players are still living in tie-dye world, Trade Winds and Trade Roots are taking a more traditional "Madison Avenue" approach. Based on our research we see the cannabis industry in the US as being similar to the health food industry in the early 2000s.

Back in the 1990s, one could tell a whole lot about a person who shopped at a "health food store"-- an awful dingy affair, eerily lit with flickering fluorescent lighting, permeated with a slight funk of rotten produce, and tucked away in the corner of a strip mall. They were educated, listened to NPR, voted Democrat (or Green Party),

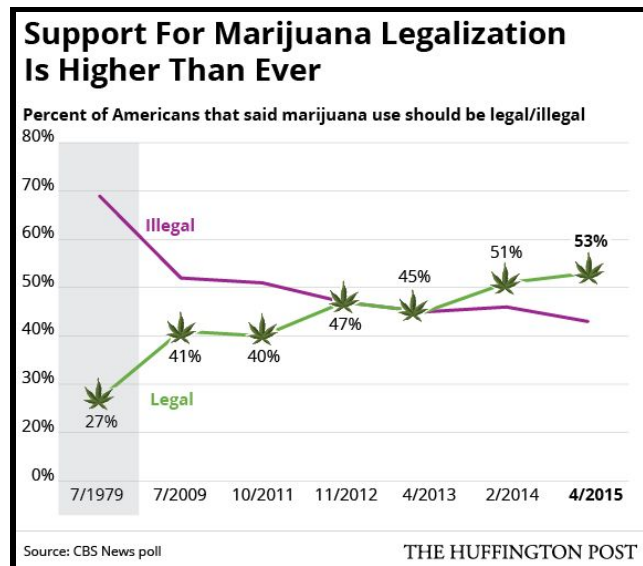
and were into renewable energy way before it became cool.

A confluence of cultural changes, advances in medical research, and a brilliant acquisition and expansion plan by Whole Foods resulted in "health food" being thrust into the spotlight of mainstream acceptance. Once this happened, the traditional "hippie" type marketing and influencers became relegated to a few iconic brands (Ben & Jerry's, Dr. Bronners, etc), as mainstream marketing and ad agencies took over. The middle american consumer had no reverence for the "health food movement." They just wanted to live better, look better, and live longer.

Management feels that this is the next logical progression in the cannabis industry.



As more states normalize and more people try different non-combustion based consumption methods, the more generally accepted using cannabis will become-- and we've come a long way:



Both Trade Winds and Trade Roots' branding plans seek to capitalize on this shift in the cultural zeitgeist by branding our cannabis products like a luxury good, not like a drug. Given our proximity to Cape Cod, we intend to build a brand that invokes the lifestyle of the Cape. Using nautical themes, creams and blues, and packaging made of natural materials, the products are designed to serve as aspirational mirrors for customers--many of whom have a style identifiable as "preppy."

Marketing to the preppy demographic has long been profitable. Due to the style's relative androgyny, imperviousness to fashion trends, and generational fluidity, it's a marketer's dream across product lines. Following in the footsteps of iconic retail brands like Ralph Lauren and J. Press, and newer brands like Vineyard Vines and Chubbies, by using the classic colors that populate the New England Prep School color palate, Trade Roots products will appeal to both men and women alike, and Trade Winds looks forward to delivering them.

## Banking

Initially Trade Winds will open an account with Eastern Bank with the understanding that we will close it down once we are “leaf touching.” Prior to that event, we will coordinate with LDE Holdings banker at Avidia Bank, Matthew Simas, to open a cannabis account.

### **Insurance and Bonds**

Jesse has already been through the insurance process with LDE Holdings, and has existing relationships with Art Catapang and Jim Boynton at Budrisk (Infusion and Boynton Agencies). When appropriate, Trade Winds will purchase insurance as per 935 CMR 500, including General Liability, D&O, Product Liability (if applicable), Vehicle, Worker’s Compensation, etc. We will use Surety Bond Professionals for all necessary bonds.

### **Ownership Structure**

Trade Winds, LLC is a member managed LLC majority owned by SEP participant Jesse Pitts

### **Partial Regulatory Checklist**

- Trade Winds will have fully compliant vehicles with video in the cargo and cab area. Real-time GPS tracking and video monitoring of the vehicle using a state of the art video surveillance system that is capable of maintaining and storing data for a period of 90 days and in accordance with the CCC regulations.
- 2 Trade Wind LLC employees registered as agents with the CCC in each vehicle.
- Vehicle security systems that include an exterior alarm.
- A secure, locked storage compartment that is a part of the vehicle and not easily removable for the purpose of transporting the Marijuana or Marijuana Products.
- Secure communication between each vehicle and dispatch.
- A separate log for each vehicle in use for home deliveries.
- The date and time of departure from 6 Thatcher and arrival at each customer destination for each delivery.
- The mileage of the transporting vehicle at departure from 6 Thatcher, mileage on arrival at each customer destination, and mileage on return to 6 Thatcher..
- A manifest will be maintained within the vehicles during the entire transportation process, until all deliveries are completed.
- Trade Winds will be compliant with all proposed hours of operations by the CCC, as well as keeping in compliance with all deliveries in designated approved municipalities as tracked by the Commission's Municipal Zoning Tracker.
- We will have General Liability, D&O, Product Liability (if necessary) and Auto Insurance.



## **External Resources, Services and Strategic Partners**

### **Kevin Conroy, Foley Hoag LLP**

Kevin Conroy is a partner in Foley Hoag's Administrative Law Department, with a primary focus on government investigations and regulatory matters. He co-chairs the firm's Energy and Cleantech, State Attorney General and Marijuana groups. Kevin has considerable experience developing proactive strategies to guide clients through every aspect of the regulatory process, including consumer protection investigations, hospital closures, rate proceedings, and marijuana and gaming licensing. He has advised many large companies in matters before the Massachusetts Attorney General's Office, the Department of Public Utilities, the Department of Public Health and the Department of Telecommunications and Cable.

### **Patrick Connolly, Foley Hoag LLP**

Patrick Connolly is a partner in the firm's Business Department. He maintains a diverse business practice, focused on advising entrepreneurs and emerging growth clients on early-stage business matters, angel and venture financing, commercial transactions and mergers and acquisitions. In addition to emerging growth company clients, Patrick has represented a variety of investors in venture capital transactions.

### **Mitzi Hollenbeck, Citrin Cooperman**

Mitzi Hollenbeck is a partner in the firm's Rhode Island office and Co-Leader of the Cannabis Advisory Services Practice. She has over 15 years of experience providing accounting and audit services, tax planning, business consulting, and forensic services.

### **Ilya Ross, Vicente Sederberg**

A seasoned corporate and securities attorney, Ilya helps cannabis companies in all aspects of general corporate counseling and capital markets transactions, with a particular focus on public and private financing, corporate governance, securities law compliance, and strategic partnerships. Since entering the cannabis space, he has assisted cannabis issuers ranging from start-ups to multi-state operators (and everything in between) in structuring complex transactions for regulatory compliance, multi-state application, and growth opportunities. With a decade of capital markets experience under his belt and an understanding of investor goals and demands in the institutional space, Ilya has a bare-bones approach helping clients, which focuses on straightforward deal-making, regulatory compliance, thorough diligence, and flexibility. Before joining Vicente Sederberg, Ilya worked at Greenberg Traurig LLP in Boston and Los Angeles and Ellenoff Grossman & Schole LLP in New York City. His experience includes representation of issuers, underwriters, investors and broker/dealers in connection with equity and debt offerings. Ilya has previously represented issuers and investors in the life

sciences, emerging technology, and entertainment sectors. He has also represented dozens of public companies in capital raising, securities compliance, and stock-exchange related matters.

#### Tony Gallo, Sapphire Risk Advisory Group

Tony Gallo specializes in security and loss prevention for high-risk businesses. He has more than 30 years' experience in the Security, Audit, Safety, and Emergency Management fields. Tony has a Bachelor of Science degree in Criminal Justice from New Jersey City University. Tony is a licensed security consultant and a published author on retail, financial loan services, and cannabis security. He is also a member of the American Society for Industrial Security, National Pawnbroker Association and the National Cannabis Industry Association. He has spoken at numerous business conferences across the United States and is considered one of the leading authorities in various industries, including cannabis and financial loan service security, armed robbery, and burglary loss prevention

#### Art Catapang & Jim Boynton, Budrisk

Budrisk is a specialty insurance brokerage and risk advisors to the cannabis industry.

### **IX: Risk Disclosures**

1. Cannabis an Illegal Substance Under Federal Law: The Federal Controlled Substances Act classifies cannabis as a Schedule I drug. As such, cannabis-related practices, including the manufacture, importation, possession, use or distribution of cannabis, are illegal under federal law. Therefore, the company's Supervisors, directors and shareholders may be subject to criminal and civil penalties.
2. Limited Access to Bank Accounts: Federal prohibitions result in cannabis businesses being restricted from accessing the U.S. federal banking system, and such businesses likely cannot deposit funds in federally insured and licensed banking institutions. This leads to further related issues, such as the potential that a bank will freeze the company's accounts and risks associated with uninsured deposit accounts.
3. Section 280E: Under Section 280E of the Internal Revenue Code, normal business expenses incurred in the trafficking of cannabis and its derivatives are not deductible in calculating income tax liability. Therefore, a cannabis company will be precluded from claiming certain deductions otherwise available to non-cannabis businesses.
4. No Federal Trademark or Trade Secret Protection: The United States Patent and Trademark Office will not permit the registration of any trademark or patent that identifies cannabis products or processes.
5. Civil Forfeiture: Federal and state agencies may bring civil forfeiture proceedings in addition to, or in lieu of, bringing criminal prosecutions, which can result in property associated with a crime being confiscated or otherwise divested from the owner and

forfeited to the government. This civil penalty could potentially reach all property associated with the cannabis company.

6. **Potential for Unenforceable Contracts:** A cannabis company may enter into contracts with persons in other states, and such contracts may be governed by non-Massachusetts law. Because cannabis is illegal under federal law and certain state laws, some state or federal courts may take the position that such contracts involving cannabis companies are unenforceable because they concern an illegal product or activity.
7. **No Federal Bankruptcy Protection:** Federal bankruptcy courts have declined to entertain cases involving cannabis companies.
8. **Securities:** The company could be precluded from debt or equity fundraising, whether by means of a public offering or a private placement.
9. **Real Estate:** The company's access to real estate could be limited, its rights to such real estate could be voidable, and it could be forced to incur substantial extraordinary costs.
10. **Management:** The company could experience difficulty in attracting qualified senior management and directors.
11. **Immigration:** Involvement in the company's business could jeopardize the visa status of non-citizens.
12. **Insurance** The company may not be able to obtain insurance of any kind. Insurance companies generally do not insure illegal activity.
13. **Firearms:** Involvement in the company's business could prevent a person from legally acquiring a firearm.
14. **State marijuana laws and rules** are not uniform from state to state and they can and do change constantly.
15. **Competition:** While the number of retail licenses have been capped locally, laws could change resulting in a shift in the supply/demand equilibrium, and subsequently lower prices.
16. **Key People:** Key personnel can die, or become incapacitated, resulting in operational challenges. Morbid, eh?
17. **Lack of Operating History:** Due to its lack of operating history in the state on the subject products, the Company is subject to the uncertainties and risks associated with any new business.
18. **COVID-19/Force Majeure:** Global pandemics and other Acts of God may result in supply/demand shocks and/or may precipitate Government action which could impact operations and projections.





Infusion Insurance Agency

9 Nash Street

Westborough, MA 01581

Telephone: 617-755-6981

Email: Artcatapang@infusionins.com

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

RE: Trade Winds, LLC Delivery-Only license  
Jesse Pitts, Managing Member

Dear Commissioners,

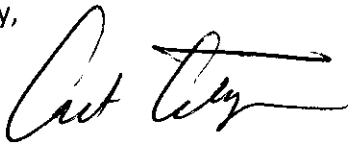
Be it known that we represent Trade Winds, LLC and will be processing applications for coverage for General Liability insurance to be in compliance with, or exceed 935 CMR 500.105.10(a):

(10) Liability Insurance Coverage or Maintenance of Escrow.

(a) A Marijuana Establishment shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Please feel free to contact us with any questions.

Cordially,

A handwritten signature in black ink, appearing to read 'Art Catapang', with a stylized flourish at the end.

Art Catapang



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

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

RE: TRADE WINDS LLC. ; Delivery-Only License  
Jesse Pitts, Managing Member

Please be informed that the above referenced applicant TRADE WINDS LLC. has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy will be no higher than \$5,000 per occurrence. In accordance with 935 CMR 500.145(4), Vehicles used for delivery by TRADE WINDS LLC. shall carry liability insurance in an amount not less than \$1,000,000 combined single limit. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. We look forward to providing liability coverage to TRADE WINDS LLC. as soon as a bindable proposal is available.

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

Best Regards,

*James Boynton*

James Boynton  
Managing Broker  
MA Insurance License #1842496

## **Maintaining Financial Records**

The following business records shall be maintained by Trade Winds:  
935 CMR 500.105(9)

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts;
4. Sales records; and
5. Salary and wages paid to each employee

## **Maintenance of Financial Records**

- Trade Winds will have redundant financial records that will be server based, backed up on physical devices, and cloud based to ensure accurate reporting and eliminate the chances of losing information.
- The systems will include Quickbooks online, METRC, BioTrack-THC, tax returns, monthly financial statements that will be kept using GAAP accounting principles by Trade Winds bookkeepers and Citrin Cooperman CPA each having 10+ years experience in the regulated cannabis industry.
- The financial records will be reviewed and accessible by the CEO, Finance Supervisor, CPA and bookkeeper and will be made available for necessary regulatory authorities upon request.
- An existing relationship with a bank will allow Trade Winds to access the banking system to ensure simplified and transparent records of all transactions.
- Trade Winds has hired Complete Controller to organize and maintain all financial records in real time.



## **Recording Sales**

- Trade Winds will adhere to all regulations set forth in 935 CMR 500.140 (6) when recording sales.
- Trade Winds will only utilize a point-of-sale (POS) system that has been approved by the Commission, in consultation with the DOR.
- Trade Winds will use a sales recording module approved by the DOR.
- Trade Winds is working with Complete Controller in order to maintain a real time audit system
- Trade Winds will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- Trade Winds will maintain records that it has performed the monthly analysis and produce it upon request to the Commission.
- If Trade Winds determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  1. will immediately disclose the information to the Commission;
  2. will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

3. take such other action directed by the Commission to comply with 935 CMR 500.105.

### Record-keeping procedures:

- Trade Winds will maintain true, complete and current records in accordance with Cannabis Control Commission (“CCC”) requirements.
- Inventory records will be recorded and maintained using BioTrackTHC’s and METRC real-time inventory system. BioTrackTHC ensures accuracy and confidentiality and assists in eliminating data entry and human error with an integrated hardware system. Electronic files will be backed-up on a secure serve at a remote location.
- Our [Recordkeeping Plan](#) details procedures for ensuring the maintenance of records that will be available for inspection by the CCC or other authorities upon request.
- The CEO, with support from the Compliance Supervisor, is responsible for all record keeping requirements and the proper integration of those requirements into policies and procedures.
- Measures are established for the maintenance of records relevant to operating procedures, inventory records including seed-to-sale tracking, personnel records, staffing plans, personnel policies and procedures, waste disposal records, product testing and recall records, security records, designated business records, and additional required CCC reporting.
- Provisions are established to ensure confidentiality and prevent disclosure of information about clients and dispensary agents.
- Measures for addressing and reporting any loss or unauthorized alteration of records related to marijuana are detailed in the full Recordkeeping plan and include using multiple record keeping sources backed up in various ways to eliminate the potential of lost information.

- Only essential employees whose job description notates access to client information shall have access to client information. No employee is allowed to disclose client information to any person other than another employee for operational purposes only.
- Any loss or unauthorized alteration of records related to cannabis or dispensary agents must be reported immediately to the CEO, who will report any incidents to the CCC and law enforcement.
- The CEO is responsible for the accuracy and timely submission of all required reporting. A third-party compliance officer will perform audits of all records to ensure their accuracy and to review the performance of the point of sale and inventory management systems.
- A culture of responsibility and detail orientation will be consistently encouraged with employees. The importance of record keeping and reporting as a part of a highly regulated environment will be stressed in day to day supervision and Trade Roots employee training. Accuracy and detail by employees will be strongly encouraged and highly rewarded.
- Each time a cannabis product is transported from our facility, a shipping manifest must be completed. This log includes: date of transport; purpose of transport; attached signed manifest (verify accuracy of contents, quantities, and routes delivered before attaching); list of all employees and identification numbers present in the vehicle; list of vehicle license plate number; place of departure; time of departure; odometer reading; delivery location; time of arrival; time of departure; odometer reading; return location; time of arrival; odometer reading; and any unusual/criminal activity reporting.

- Trade Winds will meet CCC record keeping requirements and will maintain a copy of all records for two (2) years unless otherwise specified in the CCC regulations.
- Trade Winds shall keep these waste records for at least three years. 935 CMR 500.105(12)
- Trade Winds shall maintain their records in accordance with generally accepted accounting principles. 935 CMR 500.105(9)
- Written operating procedures shall be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9)
- Inventory records will be kept as required by 935 CMR 500.105(8). 935 CMR 500.105(9)
- Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e).
- 935 CMR 500.105(9) The following personnel records shall be maintained:
  1. Job descriptions for each agent;
  2. A personnel record for each agent.
  3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with 935 CMR 500.030.
- 935 CMR 500.105(9) The following business records shall be maintained:
  1. Assets and liabilities;
  2. Monetary transactions;
  3. Books of accounts;
  4. Sales records; and
  - 5 Salary and wages paid to each employee. 935 CMR 500.105(9)

# Personnel Policies:

## Trade Winds General Policies

- The cannabis industry offers a unique environment that demands every precaution be taken in the hiring process. The hiring process will include, at minimum, in-person interviews and background checks (including Criminal Offender reports, or CORIs). The Compliance Supervisor is registered with the Department of Criminal Justice Information Services to conduct CORIs on behalf of Trade Winds.
- Trade Winds Personnel Policy will dictate strict protocols and require participation of every staff member in vigorous trainings related to security, diversion prevention, and laws and regulations. Training will be conducted at least annually, and the CEO and Compliance Supervisor will be responsible for reviewing and updating training procedures at least annually. Employees will be required to sign a contract confirming their understanding of policies and procedures, and consequences. Staff will also be required to sign a document stating that Trade Winds reserves the right to conduct searches to monitor compliance.

- Trade Winds is committed to implementing and enforcing an Employee Training Plan in compliance with Cannabis Control Commission (CCC) requirements set forth in 935 CMR 500.105(2). Every Marijuana Establishment Agent must complete a Responsible Vendor Program under 935 CMR 500.105(2)(b). See Trade Winds Training and Qualifications Plan.
- Every agent will receive a New Employee Orientation Training which includes (but is not limited to): an overview of tasks tailored to the roles and responsibilities of the job function, a review of the Employee Handbook, a primer on laws and regulations, safety training, medical emergency instruction, OSHA training for workplace safety, a tour of dispensary facilities as well as any other trainings specified by the CCC.
- Employees will be given an array of training in security measures, crime preventing techniques, emergency plans, disaster plans, and power outage plan.
- Specific training will be given to employees in the case of a robbery. Mock drills will be practiced regularly. Trade Winds

intends to work with local law enforcement agencies in performing these drills.

- All participants must pass a Trade Winds employee training test including demonstrable and quantitative skills; and a test that indicates thorough understanding of security, diversion prevention, and laws and regulations.
- Trade Winds is dedicated to creating a business that will benefit employees and the community. Trade Winds will create 10-15 jobs. Salaries and wages will be at market rate and commensurate with responsibility. Employees will be offered paid time off that will accrue based on status and tenure. Employees will be encouraged to participate in community service. Trade Winds will provide five paid days to volunteer per year. All full-time employees will be qualified to take part in benefit programs that include health insurance, life insurance and 403B/401K programs. Continuing education will be offered to meet minimum training requirements and encourage professional development.

## **Personnel Records Policy**



- A centralized personnel file shall be kept for each employee in the Personnel Department. Such files shall include applications, evaluations, reports and records pertinent to an employee's employment.
- To ensure the uniformity and confidentiality of employee personnel files, content of and access to files is limited and shall be controlled in accordance with this policy.
- It is the policy of the Trade Winds that all employees shall comply with the laws governing public records and confidential information. No employee shall knowingly or willingly release confidential personnel information, nor shall employees refuse to provide public information. Town employees have a diminished expectation of privacy as public employees. Employment provisions required by law will be offered including, but not limited to, equal opportunity and nondiscrimination; workplace free from harassment; paid overtime for non-exempt employees; maternity leave; and military leave.

## **Procedures Governing Content of Personnel Files and Confidential Records**

- Pre-employment documents such as applications, resumes, required licenses, offer of employment letters, copies of transcripts or diplomas, pre-employment physical reports, military discharge documentation, Civil Service certifications, and other similar materials shall be included in the personnel file.
- Post-employment documents such as performance appraisals, disciplinary action notices, physician's statements, commendations, Civil Service promotional certifications, copies of information sent to the employee, or to third parties about the employee, etc. shall be included in the personnel file.
- All medical-related information will be kept segregated. When post-employment information is inserted into an employee's personnel file (excluding routine paperwork), he/she shall be given a copy of such material by the appointing authority/designee or the Personnel Director.
- The appointing authority/designee at his/her discretion shall determine whether a report or record will be placed in the employee's personnel file, except for information submitted by the employee him/herself in rebuttal. Any

material submitted by a person other than the appointing authority or the employee (excluding routine paperwork) shall be forwarded to the appointing authority for his/her approval prior to insertion into the file.

- Once inserted into an employee's personnel file, documents may only be removed if there is a clear and compelling reason to do so. Such requests must be made by the employee or his/her appointing authority.
- The employee should forward a request to his/her appointing authority. The appointing authority shall forward the request, and a letter of support or denial to the Town Administrator.
- The Compliance Officer will make a determination as to whether or not the material in question should be removed from the employee's personnel file. If the appointing authority is not satisfied as to the decision of the Compliance Officer, he or she may file an appeal with the Personnel Board.
- • **Location/Security** - Employee personnel files will be maintained in the Personnel Department at the main office

under the supervision of the Personnel Director who will be responsible for their safety and security.

- **Remote Locations** - It is the responsibility of the appointing authority/department manager to forward all relevant documents to the Personnel Department for inclusion in the official file. Department managers may keep duplicate copies of personnel records. However, these personnel records maintained in remote locations are considered to be part of the employee's personnel record, and must be shown to the employee upon request.

### **Procedures Governing Access**

- An employee, upon written or verbal request and in the presence of the Personnel Director or designee, may review, add a rebuttal to a particular document, or be provided with a copy of all or part of his/her personnel file. An employee now or formerly in the employ of the Trade Roots may see and or receive a copy of his or her own personnel records by asking in person or in writing.

- Other individuals authorized access to employee personnel files include: Executive managers; the Personnel Director and/or designee; attorneys or union representatives of the employee who have written authorization from the employee; the department manager and appointing authority who supervise the employee; attorneys or their agents representing the Trade Winds; and third parties in response to a court order.
  - **Compliance with Subpoena or Court Order** - A subpoena or court order requires the appearance of the named individual, such as the keeper of records, and may also require those individuals to bring to a court appearance certain employee records which they have in their possession. Any employee who receives a subpoena or court requiring personnel or payroll information should contact the Personnel Department immediately. Trade Winds will only release confidential personnel information in response to a court order.
  - **Notice of Release of Information** -
    - The employee will be notified by the Personnel Department in the event that confidential employee data is release in response to a court order.

- **Release of Public Information**

- Verification of Employment Authorized employees may respond to requests for verification of employment from banks, mortgage companies, credit card agents, etc. by providing basic public information such as length of service and salary rate.
- Requests for Personnel Information Employees who receive requests for personnel information other than employment verification, even that which is public record, should refer such requests to the Personnel Director or his/her designee.

## **Trade Winds Discipline Policy**

### **General**

- Trade Winds disciplinary policy is one of progressive discipline. Employees must know what is expected of them, and what the consequences are for failing to meet these expectations. In general, the disciplinary process is set up as fol-

lows:

- **1. Oral Reprimand** - May be initiated by the employee's immediate supervisor, department or division head. In all cases, the department head or his/her designee should be informed of the reprimand.
  - **2. Written Reprimand** - May be initiated by the employee's immediate supervisor, department or division head. In all cases, the department head must review and approve of the written reprimand.
  - **3. Suspension and Discharge** - May be initiated by the appointing authority or his/ her designee. Discharge and suspension issues must be discussed with the Personnel Director prior to action.

**Progressive Discipline** - The authority to discipline employees in the power to speak definitively for the Town on standards of performance and behavior, and to enforce such standards by the application of appropriate sanctions.

- In most cases, any disciplinary action initiated for an employee's first violation of a standard will be mild, such as informal or

oral reprimands. Should such action be insufficient to cause the employee to comply with the standard, subsequent disciplinary action becomes progressively more severe until the employee has either corrected the deficiency or ceases to be an employee. In general, most of the procedures below should be followed for probationary employees. Even though probationary employees may be terminated without cause, they should be afforded an opportunity to improve their performance prior to being let go.

- At each step the standard should be reiterated, and the employee offered any appropriate and reasonable assistance. The primary goal of each step in the disciplinary process is the correction of the problem. The goal is not to establish a basis for more severe disciplinary action.
- In some areas Trade winds' expectations are obvious. Employees are expected to know that they may not steal, assault members of the public or other employees, or abuse their authority for private gain. Other than such obvious examples, it is generally not sufficient for supervisors or department heads to assume that the employee is aware of the Trade Winds' expectations; nor is it generally sufficient to assume that an employee knows that his/her performance is deficient or that his/her em-



ployment may be in jeopardy. All supervisors are obliged to communicate openly and honestly with their employees, and to ensure that all employees have read and understand the Personnel Policies, by-laws, civil service laws, and all other rules and regulations governing their employment.

## **Discipline Procedures**

- **General Procedures** - Many authorities may be involved in the final resolution of discipline issues: the Personnel Director, the Executive Management Team, the Compliance Officer, the Advisory Board, the Personnel Board, and independent arbitrators. However, the standards for consideration are essentially the same:

- 1. There must exist sufficient cause to discipline the employee.
- 2. The harshness of the penalty must fit the seriousness of the action. The employee must receive clear and unequivocal warning stating the precise areas in which his/ her performance or behavior is unacceptable, and the probable

consequences of the continuation of such behavior.

- 3. The employee must be given full opportunity to explain his/her actions and to re-form or rehabilitate himself/herself.
- 4. The situation must be fully documented (unless it is a severe infraction which may be cause for immediate dismissal).

### **Specific Procedures**

- **Oral Reprimand** - The oral reprimand (or warning) is the least severe form of disciplinary action. In most cases it is the first form of disciplinary action taken against an employee. After meeting with the employee to communicate the warning, the department head/designee should prepare a written summary which is presented to the employee, and may be placed in the employee's official personnel file. Both the oral reprimand and the written summary should contain as many elements listed below as are appropriate to the type of disciplinary problem involved:

- 1. Rule Regulation or Policy Involved - The written summary should generally commence with a specific reference to the standard of performance or behavior involved. In the case of departmental standards, the supervisor must be able to begin this sentence with “As you know” such as, “As you know, the Library Trustees require that staff report to work at 8:30 a.m.”
- 2. Facts Showing Deviation from Standard - The department head/designee should outline in detail the manner in which the employee failed to meet the standard. For example, “On December 6, 1990, you arrived at work at 9:07 a.m.”
- 3. Consequence to the Trade Winds - In this sentence the department head/designee outlines the practical significance of the employee’s failure to comply with the standard, for example, “As a result of your failure to arrive at work in a timely manner, citizens were forced to wait outside in the snow.”
- 4. Expected Performance or Behavior - In this sentence the supervisor should communicate to the employee the expectations of the Department: “You are expected to arrive at work when assigned.”

- 5. Plan for Improvement - The supervisor devises a specific plan for assisting the employee in improving his/her performance, and may schedule more frequent supervisory meetings to provide additional training.
- 6. Follow-up - This sentence sets the time frame within which the employee is expected to demonstrate improvement. The period must be long enough to provide a fair opportunity for the employee to improve, and short enough so that the Department does not have to tolerate unsatisfactory performance for an unreasonable length of time. The review period may be established by scheduling a review meeting, such as: “I will meet with you on January 22, at 8:30 a.m. to review your performance.”
- 7. Warning - The final element of the reprimand is the warning. The department head/designee outlines to the employee the next step in the disciplinary process which will be initiated if the employee fails to improve sufficiently during the review period, for example, “If within the next month you do not comply with the standards outlined

above, I will have no alternative but to recommend further disciplinary action such as a written reprimand or a disciplinary suspension.”

- **Written Reprimand** - The written reprimand shall always be placed in the employee’s official personnel file. It contains all of the elements of the oral reprimand listed above. In most cases, this formal warning will be initiated only after an informal or oral warning has failed to bring about sufficient improvement. In some cases, in which the employee commits a fairly serious offense (e.g. insubordination) the written reprimand may be the first disciplinary action taken. As with the oral reprimand, the written reprimand should be issued following a meeting with the employee.
- **Suspension** - Suspension is the temporary and involuntary separation of an employee from his/her employment. The purpose of a suspension is to serve as a final warning to an employee that continued misbehavior or poor performance may result in discharge. Suspension is generally imposed only when prior warnings or reprimands have not caused the employee to bring his/her performance or behavior up to the expected standard. In

some cases involving serious misconduct, suspension may be the first disciplinary action taken.

- Except in cases of serious misconduct, one or more suspensions should precede the discharge of any tenured employee. A probationary employee need not be suspended prior to discharge (although a pre-termination hearing is mandatory). Appointing authorities should contact the Personnel Director prior to implementing a suspension.
- In cases where the Department Head and Personnel Director determine that the unsatisfactory employee should be suspended for a period of more than five (5) days, the employee shall be granted a hearing before the department head and the Personnel Director prior to the imposition of the suspension.
- All suspensions shall be reduced to writing including all of the reprimand elements listed above, and shall be forwarded to the Personnel Director for inclusion in the employee's official personnel file.
- **Discharge** - Discharge is the permanent and involuntary separation of a person from his/her employment with the Town. Because of its severity, action to discharge an employee is generally initiated only after the oral and written reprimand processes

and one or 5 more suspensions have failed to bring about the employee's conformance with the requisite standards of performance or behavior.

- Action to discharge a probationary employee will generally not be initiated until the employee has been clearly warned that his/her continued poor performance or inappropriate behavior could lead to his/her discharge and until the employee has been given a fair opportunity to improve following the warning.
- In cases involving serious misconduct (e.g. theft, diversion, assault, or any criminal activity deemed disqualifying by the state) discharge may be initiated without any prior warnings or suspensions. In all cases in which the department head and Personnel Director determine that discharge may be warranted, the employee shall be given a hearing by the department head and the Personnel Director prior to the imposition of such discharge. If discharged, the employee will be given a written notice stating the reason(s) for the discharge and the effective date of termination of employment with the Town. Such notice shall be included in the employee's official personnel file.

### **Alternatives to Suspension or Discharge**

- Prior to the initiation of action to suspend or discharge an employee, consideration should be given to other alternatives such as demotion or reassignment to other duties. These alternatives will be appropriate only in a small percentage of cases. Their use as disciplinary measures will be strictly scrutinized. Demotion or reassignment should be considered only when the employee has previously demonstrated an ability to perform the duties of the position to which demotion or reassignment is contemplated.

### **The Disciplinary Interview**

- Whenever possible, a meeting between the employee and department head/designee should precede the initiation of any disciplinary action against the employee.

The primary goals of the meeting are:

1. to determine whether the employee has in fact failed to comply with a required standard;
2. if so, to identify why the employee failed to meet the standard;



3. To inform the employee exactly what will be expected of him/her in order to avoid further disciplinary action and to offer any appropriate assistance;

4. to warn the employee of the consequences of his/her continued failure to comply with established standards.

- If the Disciplinary Action under consideration is demotion, reassignment or discharge, the Department Head/designee should also attempt to ascertain:

1. whether any preceding disciplinary action was properly implemented, including proper follow-up on improvement plans; and

2. to determine whether the employee has a documented history of satisfactory performance in another position. If so, demotion or reassignment might be considered an appropriate alternative to discharge.

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## **Sexual Harassment Policy**

Trade Winds will not tolerate sexual harassment in the workplace. The duty to prevent such harassment arises from M.G.L. Chapter 151(B), and from Title VII of the U.S. Civil Rights Act of

1964 which includes sexual harassment as a form of unlawful discrimination. Retaliation against an employee who files a sexual harassment complaint, or who cooperates in an investigation of a sexual harassment complaint, is against the law and will not be tolerated by Trade Winds.

## **Sexual Harassment Procedures**

### **Supervisor Responsibilities**

Department managers and appointing authorities are responsible for the following:

1. Disseminating this policy to employees under their supervision;
2. Informing employees that sexual harassment is prohibited conduct which will not be tolerated or condoned, and that disciplinary action will be taken against any person who engages in sexual harassment;
3. Advising employees of their right to complain to the Town's Affirmative Action Officer/Designee, the Massachusetts Commission Against Discrimination (MCAD), and/or the U.S. Equal Employment Opportunity Commission (EEOC);

4. Informing employees that it is advisable to report conduct which the employee believes to be sexual harassment in a timely manner; and

5. Assisting the employee in the complaint resolution process.

### **Employee Responsibilities**

- Each employee is personally responsible for:

1. ensuring that his/her conduct does not sexually harass any other employee, applicant for employment, or other individual in the workplace;

2. cooperating in any investigation of a report or complaint of alleged sexual harassment; and

3. cooperating with the Town's efforts to maintain a working environment free from such unlawful discrimination.

### **Sanctions**

- Any employee found to have engaged in sexual harassment in violation of this policy will be subject to disciplinary action up to and including termination from Town service.

### **Complaint Resolution Process**

- Any employee who believes that he/she has been discriminated against in violation of this policy should file a complaint to the Affirmative Action Officer/Designee.
- All such complaints shall be kept confidential. Documents pertaining to such complaint will not be included in the personnel file of the employee filing the complaint.
- If the Affirmative Action Officer/Designee is unable to resolve the situation to the employee's satisfaction, he/she will direct the employee to the MCAD or EEOC.
- An employee who is unwilling to make a complaint to the Town's Affirmative Action Officer/Designee may file a complaint directly with the MCAD or EEOC. These agencies may investigate the situation and may or may not issue a complaint.
  - **Considerations** - Sexual harassment is not, by definition, limited to prohibited conduct by a male employee toward a female employee, or by a supervisory employee to a subordinate employee. The Town's view of sexual harassment in-

cludes, but is not limited to, the following considerations:

- A man as well as a woman may be the victim of sexual harassment, and a woman may be the harasser.
- The harasser does not have to be the victim's supervisor. (S)he may be a supervisory employee who does not supervise the victim, a co-worker, or even a non-employee, such as a board member, member of the public, or a vendor to the Town.
- The victim does not have to be of the opposite sex from the harasser.
- The victim does not have to be the person at whom the unwelcome sexual conduct is directed. (S)he may also be someone who is affected by such conduct when it is directed toward another person. The sexual harassment of one employee may create an intimidating, hostile, or offensive working environment for another employee, or may unrea-

sonably interfere with the co-worker's performance.

- Sexual harassment does not depend on the victim's having suffered a concrete economic injury as a result of the harasser's conduct. Improper sexual advances which do not result in the loss of a promotion by the victim, or the discharge of the victim, nonetheless constitute sexual harassment by unreasonably interfering with the victim's work or by creating a hostile or offensive work environment.

## **Drug Free Work Place Policies**

- All of Trade Windss' facilities are to be alcohol, smoke, and drug free work areas.
- No smoking will be allowed on premises
- Vaporizers can be used in dedicated areas

- No cannabis is to be consumed on the premise unless authorized by the Commission.
- Random drug testing will be mandatory for all Trade Winds employees.
- Trade Winds has a zero tolerance stance for illegal drugs.
- If an employee is thought to be under the influence Trade Winds will have standard on site testing to ensure a safe and productive work environment.
- If an agent tests positive for an illegal drug, the agent will be put on immediate leave and disciplinary actions will be taken
- Employees who are convicted of controlled substance-related violations in the workplace under state or federal law, or who plead guilty or nolo contendere to such

charges, must inform their department head or appointing authority within 5 days of such conviction or plea. Department heads or appointing authorities shall notify the Personnel Director immediately.

- Employees who are convicted, or who plead guilty or nolo contendere to such drug-related violations may be required to successfully complete a drug abuse or similar program as a condition of continued employment or reemployment.
- All employees must sign a statement (Attachment A) indicating that they have been informed of the rules and requirements of the Drug Free Workplace Act.

## **Board Members, Members, and Executive Managers**

Jesse Pitts: Chief Executive Officer/ Founder

Carl Giannone: Director/



## **Support**

### **Affirmative Action Officer Designee**

TBA

### **Massachusetts Commission Against Discrimination (MCAD)**

One Ashburton Place Boston, MA 02108 617-727-3900

### **United States Equal Employment Opportunity Commission (EEOC)**

Boston Office One Congress Street 10th Floor Boston, MA 02114  
617-565-3200

## **TRADE WINDS STAFFING PLAN**

### **Trade Winds Emergency/Disaster Plan**

#### **Emergency Phases**

Trade Winds will have 3 emergency phases

#### **"Phase A" Advisory**

- A "Phase A" Advisory is the initial response of Trade Winds to the report of a potential emergency situation or an actual event when the impact on Trade Winds is uncertain. For example, a "Phase A" Advisory might involve a large

fire, an approaching blizzard or hurricane, or building system failures that may extend for more than a few hours or involve multiple buildings. A "Phase A" Advisory allows Trade Winds to notify and, if appropriate, assemble the Emergency Response Team at the Command Center or another location.

- The Facility Manager is to take the roll of Incident Commander in the case of an emergency
- The CEO, upon receiving a reliable report of an actual or impending emergency situation or on direction from the Facility Manager, will declare a "Phase A" Advisory and make appropriate notifications. Departments identified in this plan are responsible for contacting those employees within their department who have specific duties to perform during an emergency incident.
- The Incident Commander may decide to activate the Command Center or may manage the incident from the location

where it occurs, depending on the situation.

- The Incident Commander may terminate a "Phase A" Advisory if the situation is under control and the response can be handled by routine operations. The Incident Commander determines the need to advance to "Phase B".

### **"Phase B" Emergency Situation**

- A "Phase B" Emergency requires Trade Winds response to an actual incident in which the impact to Trade Winds may exceed the capability of on site personnel and may require the reassignment and/or recall of personnel and/or contractors. For example, a "Phase B" Emergency might involve a blizzard or hurricane, a fire in multiple buildings, extended or widespread power failures, or a significant chemical, biological, or radiation release on the property. The purpose of "Phase B" response is to quickly mobilize personnel and resources necessary to deal effectively with the incident at hand.
- The decision to declare a "Phase B" Emergency will be made by the Incident Commander. Other key department personnel will

report immediately to their assigned areas or to their supervisor for instruction.

## **"Phase C" Emergency**

- A "Phase C" Emergency constitutes Trade Winds response to a large-scale event in which on-site personnel require additional resources to respond to the incident (s). The primary distinction between "Phase B" and "Phase C" is that limited personnel handle "Phase B", while "Phase C" requires the reassignment of staff and/or recall of off-duty personnel or contractors. At this level, all Incident Command Response Team members will report to the Command Center and key personnel will immediately report to their assigned areas. Outside agencies such as the Wareham Police or Fire Departments may be heavily involved in a "Phase C" Emergency. A "Phase C" Emergency dictates the transfer of overall company response coordination to the Command Center.
- Declaration of a "Phase C" Emergency requires specific administrative concurrence. The Incident Commander will make the declaration only after consultation with the CEO, President, or Vice President. If none of the above per-

sons can be contacted in a reasonable period of time, and the delay involved in obtaining joint concurrence jeopardizes operations, a mobilization may be authorized by the two most senior managers involved in the "Phase B" response.

- Upon notification of a "Phase C" Emergency, all personnel will report immediately to their assigned areas or to their supervisor.
- "Phase C" may be terminated or downgraded by the Incident Commander when it becomes apparent that the levels of resources being utilized are no longer required.

### **Procedures**

The Emergency Response Procedures for Trade Winds are as follows:

### **Notification of an Emergency Situation and Declaration of Emergency Phases**

- Large incidents usually start small and Trade Winds utilizes the *The Trade Winds Incident Notification System* to alert key personnel of a situation that may warrant their attention. The CEO and The Incident Commander are responsible for sending out the initial notifications and updates.

- Upon receipt of reliable information about a large-scale emergency or potential emergency, the recipient will immediately contact the CEO for determination of the proper notifications and emergency phase-level for the Incident Command Response Team. The notification will include a short description of the situation, the level of emergency (or anticipated level), and the reporting location, e.g. Incident Command Post or Command Center.

- If the situation warrants immediate action, Public Safety will initiate the appropriate steps to protect the lives Trade Winds employees, customers,, visitors, contractors, emergency response personnel, and the community. These actions may include the declaration of an emergency phase-level, the response to meet that level of emergency, and utilization of the Trade Winds Emergency Alert Service. The

CEO will convey those actions at the earliest time to the Incident Commander.

## **Command Center**

- When Incident Command Response Team members are instructed to report to the Command Center, they should report as soon as possible or send their alternate. Incident Command Response Team members should bring a copy of the Emergency Response Plan and contact information for their staff.
- The Command Center Set-Up Team will establish the Command Center as soon as possible. This will require the installation of telephones, radio consoles, scanners, and other communications equipment and the activation of the Command Center telephone. The CEO will secure the Command Center. Procedures for establishing the Command Center includes:

- Activation of phones
  - Updates to emergency lines and sites
  - Coordination of staffing
  - Command Center Access Management
  - Security
- 
- The Command Center Set-Up Team is composed of available staff. They will set-up the Command Center in accordance with procedures for establishing a Command Center. Phones will be made operational by IST / Telecom.
  - Locations for the Command Center will be established before operations



- If necessary, other locations may be designated

## **Command Center Operations**

- The Command Center will be managed by the Incident Commander, or the next senior member of the Command Center.
- The Incident Commander will temporarily assign a member of the Command Center to answer and manage the telephones until permanent support can be summoned. The Incident Commander will create a schedule for managing the telephones with the available support staff. Every effort will be made to acquire telephone support, so Incident Command Response Team members are not answering telephones.
- Information will be reviewed quickly so it may be disseminated, as deemed appropriate, to those calling the Command Center. This information will be updated as new information is received, with a minimum time-frame of 30-

minutes.

- Security for the Trade Winds Command Center will be provided and maintained by the CEO. All members of the Trade Winds Command Center will prominently display their Trade Winds issued Identification Cards while in the Command Center. Additionally, they will be issued a daily Trade Winds Command Center ID card to verify they have been cleared for the day. Upon entering the Trade Winds Command Center, all personnel and visitors will sign-in and will sign-out and return their daily Trade Winds Command Center ID upon exiting the Command Center.

### **Communication During An Emergency**

- Communications during an emergency are managed by Public Safety, the CEO, or the management personnel until the Command Center is established. As soon as the Command Center is established, notice will be made to Public Safety Dispatch and the Control Center/Desk. If appropriate, the Command Center phone number will be provided to outside

agencies such as the Wareham Fire Department or Wareham Police Department.

- Communications between the Command Center and staff in the field will be accomplished via radio, and cellular telephone systems. As necessary, the Command Center will utilize e-mail communications.
  
- Informational updates will be periodically posting on the Trade Roots homepage (TBA). Pre-scripted emergency announcements include:
  - Initial Emergency Notification
  
  - "Phase A", B, and C Emergencies
  
  - Building Closings
  
  - Company Closings

- Building Evacuation
  - Emergency Assembly
  - Active Shooter on Property
- 
- All Clear

## **Evacuation**

- In certain emergencies buildings may have to be evacuated.
- Every employee must be familiar with the evacuation routes and fire protection equipment of the building(s) in which they work. Evacuation maps are posted in every building showing the exit routes and location of emergency equipment. Handicapped personnel should be assisted to a stairwell away from the scene and the location of that individual should be reported to Public Safety for a Wareham Fire Department assisted evacuation. All stairwells serve as

an “area of refuge” and are protected by two-hour fire rated walls and fire rated doors, providing doors are kept closed.

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- **Trade Winds shall immediately dismiss any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)**

**TRADE WINDS STAFFING PLAN**

<b>Position Title</b>	<b>Staff Name</b>	<b>Wareham Local</b>	<b>General Responsibilities</b>	<b>Per Hour Wage**</b>	<b>SE/EE</b>	<b>Number of Positions Available</b>
Managing Member	Jesse Pitts	No	Executive	\$0.00	Yes	1
Director	Carl Giannone	Yes	Director	\$0.00	No	1
Dispatch		Ideally	Dispatch	\$15.00	Ideally	2
Driver		Ideally	Driver/ co-driver	\$15.00	Yes	4
Driver		Ideally	Driver/ co-driver	\$15.00	Ideally	2
Admin		Ideally	Admin	\$15.00	Ideally	1

## **Trade Winds LLC Diversity Plan:**

### **Introduction/Statement of Purpose**

The Massachusetts Office of Diversity and Equal Opportunity defines diversity as “valuing the differences among the Commonwealth’s employees and all those with whom we do business. These differences include but are not limited to race, gender, gender identity or expression, color, national origin and ancestry, religion, age, mental/physical disability, sex, sexual orientation, veteran’s status, organizational level, economic status, geographical origin, marital status, communication and learning styles, and other characteristics and traits; and developing an inclusive environment that capitalizes on each individual’s talents, skills and perspectives in order to increase organizational productivity and effectiveness<sup>1</sup>.”

### **Mission Statement**

*Trade Winds strives to create a collaborative, equitable and employee-oriented culture of inclusiveness that reflects the diverse make-up of the burgeoning cannabis industry. We believe a diverse and inclusive environment is not only about representation but empowerment, and we believe in empowering our employees. Trade Winds seeks to create a workplace where differences in heritage, background, style, tradition and views are valued, respected and comprise the DNA of our business culture and goals.*

### **Goals**

- Recruit at least 20% women, 15% for minorities, 15% people with disabilities, 15% veterans and 15% individuals of the LGBTQ community.
- Source at least 33% of all contracts to diverse vendors, with the following breakdowns: 40% women, 15% minorities, 15% people with disabilities, 15% veterans and 15% individuals of the LGBTQ community.
- Increase employee awareness and knowledge around diversity and inclusiveness by providing robust diversity and anti-bias training programs for all employees, annually, creating and maintaining an inclusive approach to all systems, policies and practices as recommended in *Compliance Training Group’s (“CTG”) “Diversity & Sensitivity in the Workplace for Supervisors”* training (see further discussion below). This is tied with our aim for elevation and career support of diverse individuals within the company.

### **Strategies and Programs**

Trade Winds will implement a Diversity Program that broadens the path to employment and intra-company elevation for diverse individuals by (a) implementing principled diversity hiring practices, (b) building training programs that will increase the number of diverse individuals in management and executive positions, (c) developing training programs to increase internal promotions, and (d) cross-functional training for all positions. Trade Winds’ diversity program will include the following elements:

- In conjunction with LDE Holdings, LLC (a member of our company), holding bi-annual career fairs in New Bedford and Wareham, which will allow our respective enterprises to better identify diverse individuals to fill open positions within both companies.

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<sup>1</sup> <https://www.mass.gov/service-details/learn-about-diversity-and-inclusion>.

- Requiring all employees (including, but not limited to, managers) to complete CTG’s “Diversity & Sensitivity in the Workplace for Supervisors” module, and regularly reinforce learned principles to our employees as part of our ongoing diversity and inclusion training. All managers will be required to complete this module annually, and all employees may be asked to do so as well.
- Conducting regular staff surveys to allow employees to offer views and suggestions for increasing diversity and inclusion in the hiring practices and/or day-to-day work environment of the company. These staff surveys will be performed at least annually and can be anonymous at the election of employees.
- Posting open positions on Employ DIVERSITY (or similar) job board<sup>2</sup>, and work with our local hiring and staffing agency as well as our human resources consultant to source a robust group of qualified diverse individuals to fill open positions within the company. Trade Winds will advertise ALL open positions on the Employ DIVERSITY job board to ensure that the diverse communities living in New Bedford, Wareham and the surrounding areas are fully aware of employment opportunities within the company. Moreover, these advertisements will expressly state that the company is seeking qualified minorities, women, persons with disabilities, and LGBTQIA+ to fill the open position(s).
- In conjunction with LDE Holdings, LLC (a member of our company), who is allowing Trade Winds to use the LDE Holdings, LLC premises for Trade Winds business purposes, providing tours of LDE Holdings, LLC facilities to job training partners and community organizations that will increase the diversity of job candidates for both enterprises.

**Measurement:**

Trade Winds will continuously monitor its progress toward achieving its diversity goals and the overall success of this Diversity Plan.

LDE Holdings, LLC, a member of our company and lessee of the premises used also for Trade Winds operations, has assembled an “Advisory Committee”, modeled after the Massachusetts Cannabis Control Commission’s Citizen Review Committee, composed of its workers, management, hiring managers, owners and members of the local community of Wareham. Along with overseeing LDE Holdings, LLC’s programs for diversity and positive impact, the Advisory Committee will also oversee Trade Winds initiatives and assess our progress toward our above-mentioned diversity goals. Jesse Pitts, SEP Participant and area native, is the Advisory Committee Chair. Mr. Pitts is the principal owner, managing member and executive officer of Trade Winds.

Trade Winds personnel responsible for hiring will be required to maintain and meet goals associated with the personnel retention and promotion metrics. These efforts will then be reported to the Advisory Committee for bi-annual review, and will be held accountable to make adjustments to meet our stated diversity goals. Mr. Pitts, as Chair, and the Advisory Committee at large, will review this data and compare our results against the latest demographic data from our host community and the immediately surrounding areas and report to the Trade Winds Board of Managers (the “Board”). Once the Board analyses the data and determines if and where we fall short of our stated goals, the Board, working the Advisory Committee and Trade Winds management, will devise a plan to remedy the shortfall, and

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<sup>2</sup> Employ DIVERSITY has been a hiring resource for companies committed to diversity and inclusion since 2003.



corrective action will be evaluated at the next scheduled bi-annual Advisory Committee meeting. Data to be evaluated includes:

- Number of listings and/or job postings in diverse publications or general publications.
- Number of diverse individuals who have expressed interest in employment opportunities at the company during career fairs.
- Number of diverse individuals who have applied for employment at the company.
- Number of diverse individuals who have been interviewed by the company.
- Number of promotions of all employees and the number of promotions earned by women, people of color, veterans, persons with disabilities, and LGBTQ+ people.
- Number and type of diversity-focused informational sessions held, number of participants and demographic information about attendees.
- Number and subject matter of trainings held and the number of diverse individual attendees.

#### First Year Performance Metrics:

Trade Winds will measure the progress and success of this Diversity Plan one year from provisional licensure and at a minimum frequency of each year thereafter. By the end of Trade Winds' first year of operations, Trade Winds will:

1. Employ a workforce that is at least 33% composed of diverse individuals;
2. In conjunction with LDE Holdings, LLC, host two career fairs, one each in Wareham and New Bedford;
3. Perform at least one staff survey to solicit feedback from employees for increasing diversity and inclusion within the company; and
4. Confirm that all employees have completed CTG's "Diversity & Sensitivity in the Workplace for Supervisors" module.

#### **Acknowledgments:**

Trade Winds 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 we understand that any actions taken, or programs instituted, by Trade Winds may not violate the Massachusetts Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.