

Special Permit

A Special Permit was granted to Buudda Brothers, LLC, for a Marijuana Manufacturing Establishment (MME) at 602-606 Main St., Holyoke, MA 01040.

Petitioner: Buudda Brothers, LLC
606 Main St.
Holyoke, MA 01040

Parcel: 602-606 Main St.
Parcel #026 02 007
Book/Page 22497/265

Conditions:

1. That the owner of the building always pay commercial property tax rate to the extent allowed by Federal, State and Local Laws for the duration of the Sp. Permit
2. That the business retains a minimum 30% Holyoke residents for of non-security jobs.
3. That hiring preference be given to security personnel that are retired Holyoke Police or are a retired member of another police department and now lives in the City of Holyoke.
4. There shall be no marijuana consumption to be allowed on site
5. There shall be no deliveries of retail or medical marijuana from the site to individual homes, residences or people.
6. That hours of operation be in compliance with the City Ordinances
7. That all recommendations from the Office of Planning and Economic Development and the City Engineer be complied with.

Granted by the City Council on September 15, 2020 by a vote of the Yeas 10, Nays 1 (Greaney Jr.), Absent 2 (Lebron-Martinez, Tallman)

In order for this permit to be effective, the approved special permit must be recorded at the Hampden County Registry of Deeds and the costs of recording paid by the owner or applicant. A SPECIAL PERMIT WILL NOT TAKE EFFECT UNTIL IT IS RECORDED AT THE HAMPDEN COUNTY REGISTRY OF DEEDS.

AFTER RECORDING, PLEASE RETURN A COPY TO THE CITY CLERK'S OFFICE.



Brenna Murphy McGee
Holyoke City Clerk



Brenna Murphy McGee MMC, City Clerk
Ima L. Cruz, Assistant City Clerk

OFFICE OF CITY CLERK

October 6, 2020

Re Buddha Brothers, LLC
606 Main St.
Holyoke, MA 01040

A Special Permit granted to Buddha Brothers, LLC for a Marijuana Manufacturing Establishment (MME) at 602-606 Main St. Holyoke MA 01040.

I hereby certify that as of the above date no appeals have been filed in this office.

A true copy attest:

Brenna Murphy McGee

Holyoke City Clerk

Order: Special Permit application of Buudda Brothers LLC for a Marijuana Manufacturing Establishment (MME) at 602-606 Main St. (Map:026 Block:02 Parcel:007) Holyoke MA

Disposition: Recommend that the Special Permit be approved with the following conditions:


Conditions:

1. That the owner of the building always pays commercial property tax rate to the extent allowed by Federal, State, and Local Laws for the duration of the Sp. Permit
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6. That hours or operation be in compliance with the City Ordinances
7. That all recommendations from the Office of Planning and Economic Development and the City Engineer be complied with

In City Council, on September 15, 2020 the Report of Committee received and Adopted on a call of the roll of the yeas and nays --Yeas 10--Nays 1 (Greaney, Jr.)-- Absent 2 (Lebron-Martinez, Tallman).

**Brenna Murphy McGee, MMC
City Clerk, City of Holyoke**

Presented to the Mayor for Approval
September 17, 2020


City Clerk

Mayor's Office

_____, 2020


Mayor

LAW OFFICES OF
MARVIN CABLE
P.O. Box 1630 NORTHAMPTON, MA 01061
(413) 268-6500 - PHONE & FAX
MARVINCABLE.COM

June 25, 2020
Via Delivery in Hand
City Clerk
City Hall
536 Dwight Street
Holyoke, MA 01040

9-8-20
Approved
w/ conditions
4-0

CITY OF HOLYOKE
BY: CITY COUNCIL
DATE: Aug 4, 2020
REFERRED TO COMMITTEE ON
Ordinance
BRENNAMURPHY MCGEE, CLERK

RE: Application for Special Permit for a Marijuana Manufacturing Establishment
606 Main Street, Holyoke, Massachusetts, 01040

City Clerk:

On behalf of BUUDDA BROTHERS LLC ("BB"), please accept the following application materials for a Special Permit for a marijuana manufacturing establishment to be located at 606 Main Street, Holyoke:

1. Owners of the proposed marijuana establishment.....	3
2. Site control and right to use site.....	4
3. Notarized statement of representatives.....	14
4. Description of activities to occur on site.....	15
5. Security plan review and approval.....	20
6. Security details for exterior of establishment.....	22
7. Development impact statement.....	34
8. Traffic impact statement.....	39
9. Special permit application fee.....	44
10. Site plan.....	45
11. Other items.....	59
12. Electrical layout.....	61

After your review of application materials, we hope you find everything complete and sufficient to grant approval.

As seen in the following application materials, the benefit to the city and the neighborhood (which include tax revenue and positive impact plans), we believe,

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**Brenna Murphy McGee, MMC
City Clerk, City of Holyoke**

Presented to the Mayor for Approval
September 17, 2020


City Clerk

Mayor's Office

_____, 2020


Mayor



City of Holyoke

IN CITY COUNCIL, September 15, 2020

The Committee on Ordinance to whom was referred a Special Permit application of Buudda Brothers LLC for a Marijuana Manufacturing Establishment (MME) at 602-606 Main St. (Map:026 Block:02 Parcel:007) Holyoke MA

have considered the same and Recommend that the Special Permit be approved with the following conditions:

Special Permit application of Buudda Brothers LLC for a Marijuana Manufacturing Establishment (MME) at 602-606 Main St. (Map:026 Block:02 Parcel:007) Holyoke MA

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Lisi _____

Anderson-Burgos _____

Vacon _____

Murphy _____

Hernandez _____



Brenna Murphy McGee MMC, City Clerk
Irma L. Cruz, Assistant City Clerk

OFFICE OF CITY CLERK

Date: July 31, 2020

TO: Planning Board
Health Department
Building Department
Fire Department
Engineering
Water Department
Police Department
Stormwater Authority
Conservation

From: City Clerk

Re: Application for a Special permit for a Marijuana Manufacturing Establishment MME (7.10.2) for Buddha Brothers LLC, at 606 Main St. The attached petition was received on July 30, 2020 for the August 4, 2020 City Council Meeting.

LAW OFFICES OF MARVIN CABLE

P.O. Box 1630 NORTHAMPTON, MA 01061
(413) 268-6500 - PHONE & FAX
MARVINCABLE.COM

June 25, 2020

Via Delivery in Hand

City Clerk
City Hall
536 Dwight Street
Holyoke, MA 01040

9.8.20
Approved
w/ conditions
4-0

CITY OF HOLYOKE
CITY CLERK'S OFFICE
536 DWIGHT STREET
HOLYOKE, MA 01040
DATE aug 4, 2020
REFERRED TO COMMITTEE ON
Ordinance
BRENNA MURPHY MCGEE, CLERK

RE: Application for Special Permit for a Marijuana Manufacturing Establishment
606 Main Street, Holyoke, Massachusetts, 01040

City Clerk:

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- 2. Site control and right to use site. 4
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- 4. Description of activities to occur on site. 15
- 5. Security plan review and approval. 20
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- 9. Special permit application fee. 44
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- 11. Other items..... 59
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After your review of application materials, we hope you find everything complete and sufficient to grant approval.

As seen in the following application materials, the benefit to the city and the neighborhood (which include tax revenue and positive impact plans), we believe,

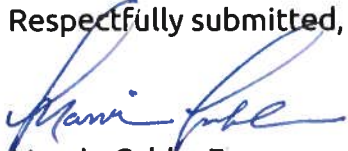
greatly outweighs potential adverse effects of the proposed uses, taking into account the characteristics of the site and of the proposal in relation to that site.

Importantly, BB's plans provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of marijuana product is adequately secured.

Further, this application demonstrates that BB will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations, as well as the conditions and requirements of Holyoke's zoning ordinances.

If you have any questions or concerns, please feel free to contact me.

Respectfully submitted,



Marvin Cable, Esq.

1. Owners of the proposed marijuana establishment.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(a), the name and address of each owner of the marijuana establishment:

Justin Pagan
19 Oak Lane, Douglaston, NY, 11363
33.3% Ownership

John Toro
170 Prospect Street, Chicopee, MA 01013
33.3% Ownership

Josh Pagan
170 Prospect Street, Chicopee, MA 01013
33.3% Ownership

2. Site control and right to use site.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(c), submitted below is an executed lease showing BB has control and right to use the site for purposes as detailed in this Special Permit Application.

**BUILDING LEASE
LEASE AGREEMENT
BY AND BETWEEN**

SR & JP INVESTMENT LLC (“Landlord”)

and

BUUDDA BROTHERS LLC (“Tenant”)

for

604-606 Main Street, Holyoke, MA (“Leased Premises”)

2.0 Possession. Except as otherwise expressly provided herein (or by written instrument signed by Landlord or Agent), Landlord shall deliver possession of the Leased Premises to Tenant on or before the Commencement Date in their condition as of the execution and delivery of this Lease, reasonable wear and tear excepted. If Landlord gives possession prior to the Commencement Date, such occupancy shall be subject to all the terms and conditions of this Lease (except that, as long as Tenant is not conducting business therein).

III. PURPOSE

3.0 Purpose. The Leased Premises shall be used and occupied only for the Purpose set forth in Section 1.2(a) hereof, except that no such use shall (a) violate any certificate of occupancy or law, ordinance or other governmental regulation, or any covenants, conditions or restrictions of record, in effect from time to time affecting the Leased Premises or the use thereof, (b) cause injury to the improvements, (c) cause the value or usefulness of the Leased Premises or any part thereof to diminish, (d) constitute a public or private nuisance or waste, (e) authorize Tenant to use, treat, store or dispose of hazardous or toxic materials on the Leased Premises, or (f) render the insurance on the Leased Premises void or the insurance risk more hazardous.

3.1 Prohibition of Use. If the use of the Leased Premises should at any time during the Lease term be prohibited by law or ordinance or other governmental regulation, or be prevented by injunction, this Lease shall not be thereby terminated, nor shall Tenant be entitled by reason thereof to surrender the Leased Premises or to any abatement or reduction in rent, nor shall the respective obligations of the parties hereto be otherwise affected.

IV. MAINTENANCE AND ALTERATIONS

4.0 Maintenance.

(a) Tenant shall keep and maintain the entire exterior and interior of the Leased Premises, specifically including, without limitation, the heating, ventilating and air conditioning equipment, the driveways, parking area and the roof, in good condition and repair. As used herein, each and every obligation of Tenant to keep, maintain and repair shall include, without limitation, all ordinary and extraordinary structural and nonstructural repairs and replacements. As to any repairs costing in excess of \$5,000.00, and as to any replacements whatsoever, Tenant shall, in connection therewith, comply with the requirements of Section 4.1(b) hereof. Tenant shall, to the extent possible, keep the Leased Premises from falling temporarily out of repair or deteriorating. Tenant shall further keep and maintain the improvements at any time situated upon the Leased Premises, the parking area and all sidewalks and areas adjacent thereto, safe, secure, clean and sanitary (including without limitation, snow and ice clearance, planting and replacing flowers and landscaping, and necessary interior painting, and carpet cleaning at least once each year), and in full compliance with all health, safety and police regulations in force. Nothing in Section 1.3(a) shall be deemed to limit Tenant's obligations under this Section 4.0(a).

(b) Without limiting Tenant's obligations under Section 4.0(a) hereof, Tenant shall, at all times during the term of this Lease, have and keep in force a maintenance contract, in form and with a contractor satisfactory to Landlord, providing for inspection at least once each calendar quarter of the heating, air conditioning and ventilating equipment (which inspection shall encompass the work described on Schedule I attached hereto and made a part hereof), and providing for necessary repairs thereto. The contract shall provide that it will not be cancelable by either party thereto except upon thirty (30) days' prior written notice to Landlord.

4.1 Alterations.

(a) Tenant shall make all alterations, additions and improvements (hereinafter "Alterations") on the Leased Premises, and on and to the improvements, parking areas, sidewalks, and equipment thereon, required by any governmental authority or that may be made necessary by the act or neglect of Tenant, its employees, agents or contractors, or any persons, firm or corporation, claiming by, through or under Tenant. Except as provided in the immediately preceding sentence, Tenant shall not create any openings in the roof or exterior walls or make any other Alterations to the Leased Premises without Landlord's prior written consent, which consent Landlord may, in its discretion, withhold.

(b) As to any Alterations that Tenant is required hereunder to perform or to which Landlord consents, and as to any repairs costing in excess of \$5,000.00, and as to any replacements whatsoever, such work shall be performed with new materials, in a good and workmanlike manner, strictly in accordance with plans and specifications therefor first approved in writing by Landlord and in accordance with all applicable laws and ordinances. Tenant shall, prior to the commencement of such work, deliver to Landlord copies of all required permits. At Landlord's option (exercised by notice in writing from Landlord to Tenant given within ten (10) days after Landlord receives Tenant's plans and specifications), such work shall be performed by employees of or contractors employed by Landlord, at Tenant's expense. Tenant shall permit Landlord to monitor construction operations in connection with such work, and to restrict, as may reasonably be required, the passage of workers and materials, and the conducting of construction activity in order to avoid unreasonable disruption to Landlord or to other parties or other damage to the Leased Premises. Tenant shall pay to Landlord, for Landlord's overhead in connection with performing or monitoring such work, a sum equal to ten percent (10%) of Tenant's costs for such work. Upon completion of any such work by or on behalf of Tenant, Tenant shall provide Landlord with such documents as Landlord may require (including, without limitation, sworn contractors' statements and supporting lien waivers) evidencing payment in full for such work, and "as built" working drawings. In the event Tenant performs any work not in compliance with the provisions of this Section 4.1(b), Tenant shall, upon written notice from Landlord, immediately remove such work and restore the Leased Premises to their condition immediately prior to the

performance thereof. If Tenant fails so to remove such work and restore the Leased Premises as aforesaid, Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity, enter the Leased Premises and perform such obligation of Tenant and Tenant shall reimburse Landlord for the cost to the Landlord thereof, immediately upon being billed therefor by Landlord. Such entry by Landlord shall not be deemed an eviction or disturbance of Tenant's use or possession of the Leased Premises nor render Landlord liable in any manner to Tenant.

V. LIENS AND ENCUMBRANCES

5.0 Encumbering Title. Tenant shall not do any act that shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises in any way be subject to any claim by way of lien or encumbrance, whether by operation of law or virtue of any express or implied contract by Tenant. Any claim to, or lien upon, the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall be subject and subordinate to the paramount title and rights of Landlord in and to the Leased Premises.

5.1 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction or sufferance of Tenant; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Leased Premises by reason of nonpayment thereof; provided further, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied.

VI. UTILITIES

6.0 Utilities. Tenant shall purchase all utility services, including but not limited to fuel, water, sewerage and electricity, from the utility or municipality providing such service, and shall pay for such services when such payments are due.

VII. INDEMNITY

7.0 Indemnity. Tenant will protect, indemnify and save harmless Landlord Protected from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Landlord Protected Parties or any of them by reason of (i) any failure on the part of Tenant to perform or comply with any of

the terms of this Lease; or (ii) performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof. In case any action, suit or proceeding is brought against the Landlord Protected Parties or any of them by reason of any occurrence, Tenant will, at Tenant's expense, by counsel approved by Landlord, resist and defend such action, suit or proceeding, or cause the same to be resisted and defended. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Lease.

VIII. RIGHTS RESERVED TO LANDLORD

8.0 Rights Reserved to Landlord. Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord, on behalf of itself and Agent reserves the following rights to be exercised at Landlord's election:

- (a) To change the street address of the Leased Premises;
- (b) To inspect the Leased Premises and to make repairs, additions or alterations to the Leased Premises;
- (c) To show the Leased Premises to prospective purchasers, mortgagees, or other persons having a legitimate interest in viewing the same, and, at any time within one (1) year prior to the expiration of the Lease term to persons wishing to rent the Leased Premises;
- (d) During the last year of the Lease term, to place and maintain the usual "For Rent" sign in or on the Leased Premises;
- (e) If Tenant shall theretofore have vacated the Leased Premises (but not earlier than during the last ninety (90) days of the Lease term), to decorate, remodel, repair, alter or otherwise prepare the Leased Premises for new occupancy; and
- (f) To place and maintain "For Sale" signs on the Leased Premises and on the exterior of the building on the Leased Premises.

Landlord may enter upon the Leased Premises for any and all of such purposes and may exercise any and all of the foregoing rights hereby reserved, during normal business hours unless an emergency exists, without being deemed guilty of any eviction or disturbance of Tenant's use or possession of the Leased Premises, and without being liable in any manner to Tenant.

IX. QUIET ENJOYMENT

9.0 Quiet Enjoyment. So long as no Event of Default of Tenant has occurred, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord or by any person claiming by, through or under Landlord.

X. MISCELLANEOUS

10.0 Tenant's Statement. Tenant shall furnish to Landlord, within ten (10) days after written request therefor from Landlord, a copy of the then most recent audited and certified financial statement of Tenant and Guarantor, if any. It is mutually agreed that Landlord may deliver a copy of such statements to any mortgagee or prospective mortgagee of Landlord, or any prospective purchaser of the Leased Premises, but otherwise Landlord shall treat such statements and information contained therein as confidential.

10.1 Estoppel Certificates. Tenant shall at any time and from time to time upon not less than ten (10) days prior written request from Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord and/or Landlord's mortgagee, a written statement certifying (if true) that Tenant has accepted the Leased Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that Landlord is not in default hereunder, the date to which Rent has been paid in advance, if any, and such other accurate certifications as may reasonably be required by Landlord or Landlord's mortgagee, agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord and agreeing to afford Landlord's mortgagee a reasonable opportunity to cure any default of Landlord. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Leased Premises and their respective successors and assigns.

10.2 Amendments Must Be in Writing. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and delivered by the other party.

10.3 Notices. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands from Landlord to Tenant shall be deemed to have been duly and sufficiently given when received or refused, if sent by United States registered or certified mail in an envelope properly stamped and addressed, or if sent by courier service, with receipt, to Tenant at Tenant's Address or at such other street address as Tenant may theretofore have designated by written notice to Landlord, and any notices or demands from Tenant to Landlord shall be deemed to have been duly and sufficiently given when received or refused, if sent by United States registered or certified mail in an envelope properly stamped and addressed, or if sent by courier service, with receipt, to Landlord at Landlord's Address or at such other street address or to such other agent as Landlord or Agent may theretofore have designated by written notice to Tenant, with a copy to any first mortgagee of the Leased Premises, the identity and address of which Tenant shall have received written notice.

10.4 Short Form Lease. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Short Form Lease for recording, containing the names of the parties, the legal description and the term of the Lease.

10.5 Time of Essence. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

10.6 Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

10.7 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope and intent of the provisions hereof.

10.8 Severability. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

10.9 Law Applicable. This Lease shall be construed and enforced in accordance with the laws of the state where the Leased Premises are located.

10.10 Covenants Binding on Successors. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

10.11 Brokerage. Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Broker(s), whose commission Landlord covenants and agrees to pay in the amount agreed to by Landlord. Tenant covenants to pay, hold harmless, indemnify and defend Landlord from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent other than Broker(s) with respect to this Lease or the negotiation thereof.

10.12 Force Majeure. Landlord shall not be deemed in default with respect to any of the terms, covenants and conditions of this Lease on Landlord's part to be performed, if Landlord's failure to timely perform same is due in whole or in part to any strike, lockout, labor trouble (whether legal or illegal), civil disorder, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, shortages, accidents, casualties, acts of God, acts caused directly by Tenant or Tenant's agents, employees and invitees, or any other cause beyond the reasonable control of Landlord.

10.13 Landlord's Expenses. Tenant agrees to pay on demand Landlord's expenses, including reasonable attorneys' fees, expenses and administrative hearing and court costs incurred either directly or indirectly in enforcing any obligation of Tenant under this Lease, in curing any default by Tenant, in connection with appearing, defending or otherwise participating in any action or proceeding arising from the filing, imposition, contesting, discharging or satisfaction of any lien or claim for lien, in defending or otherwise participating in any legal proceedings initiated by or on behalf of Tenant wherein Landlord is not adjudicated to be in default under this Lease, or in connection with any investigation or review of any conditions or documents in the event Tenant requests Landlord's agreement, approval or consent to any action of Tenant that may be desired by Tenant or required of Tenant hereunder.

Landlord and Tenant have executed this Lease the day and year first above written.

LANDLORD:

__ SR & JP INVESTMENT LLC

By:  _____

Name: Justin Pagan

Date: Jan 1, 2019

Title: Member

TENANT:

BUUDDA BROTHERS LLC

By:  _____

Name: John Toro

Date: Jan 1, 2019

Title: Chief operating officer

3. Notarized statement of representatives.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(d) (2017), Justin Pagan, as Chief Executive Officer of BUUDDA BROTHERS, LLC ("BB"), and Marvin Cable Esq., as legal counsel to BB, hereby disclose all of BB's designated owners, including officers, directors, partners, managers, or other similarly-situated individuals and entities and their addresses:

President/Chief Executive Officer: Justin Pagan - 19 Oak Lane, Douglaston, NY
Vice President/Chief Operating Officer: John Toro - 170 Prospect St., Chicopee, MA
Chief Product Officer: Jason Pagan - 170 Prospect Street, Chicopee, MA
Chief Financial Officer: Joshua Pagan - 170 Prospect Street, Chicopee, MA 01013

All persons listed above are managers and have the authority to execute contracts on behalf of BB.

The owners are Justin Pagan, Joshua Pagan, and John Toro, with each having a 33.3% ownership in BB. Their addresses are listed above.

Under pains and penalties of perjury the information presented on this document is true to the best of our knowledge.


JUSTIN PAGAN, chief executive officer

Sworn to before me and subscribed in my presence this 5th day of February 2020

(seal:)



Raul E. Matta
Notary Public Name

Raul E. Matta
Notary Public Signature

Marvin Cable
MARVIN CABLE, ESQ., corporate attorney

Commonwealth of Massachusetts, Hampshire County
The foregoing instrument was acknowledged by me this 5th day of February, 2020 by Marvin Cable, Esq. who is personally known by me, and acknowledged to me that he signed it voluntarily for its stated purpose.

(seal:)



Raul E. Matta
Notary Public Name

Raul E. Matta
Notary Public Signature

4. Description of activities to occur on site.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(e), submitted below is a description of activities to occur on site. These activities are described in more detail below. Also see other parts of this application, such as the Site Plans, for more information.

Description of cultivation activities

Cannabis cultivation begins with the selection and planting of cannabis cuttings or seeds. Where possible, male seeds are separated from female seeds or, if not identified in the seed stage, male plants would be removed late in the cultivation process, prior to becoming mature. The cuttings or seeds are typically planted in pots with either a growing medium, soil, or an inert material used in hydroponic cultivation methods. Cuttings are preferred over seeds when the cultivator wishes to guarantee the genetics of a plant and ensure the consistency of the cannabis product.

After the plants have developed their first leaves and a root system that extends through the bottom of the growth medium, the cannabis plants are transplanted or repotted to larger pots, where they continue to grow in a vegetative stage, (i.e., the period of growth between germination and flowering during which the plant has no observable flowers or buds). During this stage, the plants are given water and nutrients (through compost teas, which are created by steeping compost material in water, or other amendments) and exposed to natural and/or artificial light to maintain the vegetative stage (18 hours of daylight and 6 hours of darkness). Other climate conditions (e.g., temperature, humidity, air flow) are often controlled to meet the plant's various growth needs. In addition, once the plants have a healthy root system, older leaves (identified by their pale green or yellow coloring) can be selectively removed (pruned) from the plants to improve airflow, decrease shading, increase light penetration, and allows plants to focus valuable energy on new leaves (rather than on the removed older leaves).

Pest monitoring and, if necessary, pest management activities occur throughout the cultivation period. Under the Proposed Program, such activities would be detailed in the cultivator's cultivation plan, submitted as part of the application to the CCC.

Once plants reach a desirable size, they are transitioned to the flowering phase either as a result of natural changes in the period of light (photoperiod) for outdoor cultivation or by altering the light pattern so that the plants are exposed to 12 hours of light and 12 hours of darkness (for indoor or mixed-light cultivation). In approximately 6-14 weeks, the flowers will ripen and be ready for harvesting.

Harvesting is the next step in producing the raw cannabis material and occurs when most of the plant's trichomes have changed from clear to either a light amber or cloudy white color. The primary portion of the plant that is harvested is the cannabis

flowers, which are generally located at the top of the plant. Flowers are removed using a sharp pair of pruners. Since flowers at the top of the plant may be riper than those lower on the plant, harvesting of the top flowers may precede harvest of the lower flowers.

The processing of plants, which will occur at our facility, is the final step in cultivation.

Equipment and other items:

Lights— Proper lighting is important in cannabis cultivation to support the plant's growth/and or flowering without causing burn, overgrowth, or nutrient deficiencies. Various types of lights are used in the cultivation of cannabis as primary or supplemental lighting sources: BB will be using High-Pressure-Sodium (lighting) in each cultivation room. BB will be using brands such as but not limited to Gavita Pro 6/750E De Flex, which can potentially range from 400-825 watts. The use of lighting will be controlled to modify the wattage output, which can be useful for the modification of light intensity to suit the plant's needs.

CO2 generators— CO2 generators can be used for enclosed operations during vegetative growth stage of cannabis cultivation to produce additional CO2 and enhance plant productivity and growth. BB facility will consist of CO2 generators and will only be used during light periods when the plants would perform photosynthesis. Such generators can raise indoor CO2 levels by four times above natural levels.

Temperature/humidity/air flow control—Equipment for temperature, humidity, and/or air flow control includes a combination of one or more of the following and will be used within each room of the cultivation facility: ventilation fans, heating/air conditioning units, thermostats which verifies temperatures, and controls the heating/air conditioning unit. Ventilation fans will be installed within the facility, which will then run through a filter scrubber system. This will expel air from BB indoor operation to the outside, removing the odor with it. BB indoor operation will also consist of oscillating circulation fans, which improve airflow between plants and maintain uniform climate conditions within enclosed areas. Hydrometers will be placed within each room, verifying water content in the air to determine humidity. If water content is too high, dehumidifiers will be used to decrease the water content in the air. Dehumidifiers will be typically portable, self-contained units that condense water from the air into a bucket within the equipment or into a low-level drain and garden hose for continuous draining of collected water.

Containers and plant support infrastructure— BB's indoor operation, specifically rooms, will consist of but not limited to pots, trays, liners, and clear plastic tray covers (humidity domes). Such containers may be placed on a plant dolly or plant caddy for ease of moving plants to different areas of the facility. In addition, trellises and plastic netting may be used to provide the plants with support as they are growing.

Watering/Irrigation and water treatment equipment— In addition to the pumps described above, watering-related equipment for BB cannabis operations may include but not limited to water storage tanks or reservoirs, hoses, polyvinyl chloride (PVC) pipes, spray nozzles, and/or drip irrigation equipment. Water treatment equipment may include but not limited to chemicals, filters, or similar equipment to modify pH, treat or remove pollutants, and/or add materials to the water supply (e.g. nutrients).

Electrical systems and other energy sources— Energy sources for lighting and other equipment used within BB's cultivation operations will be provided through a local electricity provider's system or network. Wiring and other electrical equipment will be necessary to support the connection from an electrical source to the cultivation side of the building, which is shown in more detail within BB's electrical plans.

Odor Control Equipment— To counter the distinctive odor of the cannabis plant, primarily emanating from flowering plants, BB will use carbon filters, (also known as carbon scrubbers), which contains activated carbon, throughout the whole indoor operation (including each individual room). The activated carbon in the filters removes odors by means of a chemical process as air is pulled through the ventilation system to outside air. Such equipment will only be used in the enclosed portions of the cultivation operation. BB may also consider using Odor neutralizer products, if necessary.

Pesticides— Pesticides and equipment to apply pesticides will be used such as but not limited to backpack sprayers, and tanks. Employees of BB may use personal protective equipment such as but not limited to gloves, goggles, and long-sleeve shirts/laboratory coats during application.

Water usage—BB's indoor facility will be connected to a municipal water system. Various factors may affect the volume of water used in cannabis cultivation, including, but not limited to, the cultivation method, growth stage of the cannabis plant, irrigation system design, and number and size of cannabis plants. Due to the fact that BB's indoor operation is fairly small, BB projects that the volume of water used will be at a minimum compared to larger scale operations.

Soil and Nutrients— Growth medium will be used due to the fact that BB will be using a hydroponic system. Growth medium may include, but are not limited to, perlite, clay pellets, peat moss, vermiculite, rockwool, coconut coir, oyster shell, and flour. Fertilizers may include, but are not limited to, commercially available nitrogen, phosphorus, and potassium (NPK) blends and organic fertilizers, such as compost, feathermeal (an organic fertilizer from processed poultry feathers), and related products.

Plant and Soil waste— Green waste is generated throughout the cannabis cultivation process. BB will not keep green waste piled nor stored near any active cannabis crops to avoid botrytis or other fungal pest issues that may occur on the waste and spread to the living cannabis plants. Disposal of green waste/cannabis would follow

procedure established by the City of Holyoke and the CCC. On-Site composting may be an option for BB. If off-site disposal is used, our master grower/cultivator would make all cannabis waste unusable and unrecognizable before it leaves the licensed premises by grinding and mixing the green waste with non-consumable solid wastes such that the resulting mixture is at least 51% non-cannabis waste. BB will be in compliance with 935 CMR 500.105 (12) "Waste Disposal" for all activities involved with the disposal of cannabis/green waste.

In addition to generating green waste, BB cannabis cultivation operations will generate solid waste from various materials and containers used during cultivation (e.g. growing medium/soil, fertilizers, and pots), household trash from workers, old irrigation piping, and other equipment.

Wastewater—Wastewater may be generated during BB's cannabis cultivation operation from irrigation runoff, sanitary waste, or storm water run-off. Discharges of wastewater from cannabis cultivation operations may contain sediments, chemicals, human waste, and trash. Such waste (liquid waste) shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or ground water (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 315 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Ground water Discharge Program; 314 CMR 12.00: Operation Maintenance Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program).

Storage and/or Destruction of Cannabis— BB's cultivation facility will include a separate storage (holding) area, identified in the Site Plan, for temporary holding of cannabis or cannabis products. This area will be listed as a Limited Access Area (LAA), which will only allow executives of the business to gain access to.

Staffing— The number of employees needed for BB's cultivation site may vary based on the stage of cultivation (e.g., growing or harvesting). BB will be hiring a long side our Master grower, additional help for the cultivation process and individuals who specialize in trimming. On average there will be 2-3 full time and 2 part time employees within the cultivation facility.

Track-and-Trace Program— To monitor cannabis products produced, BB has partnered up with MJ Freeway a software that offers Radio Frequency Identification (RFID) technology and serialized plant and package tags for "end to end" oversight of cannabis throughout a value chain. BB will report the required information 24 hours before moving cannabis plants or products.

Processing of cannabis:

Trimming— Trimming involves removal of plant parts that are not useful to prepare the plants for the next step in the production process. The trimming process may occur immediately after the harvest (wet trim) or during/after the drying process (dry trim). BB will be employing trimmers who specialize in such practices. Trimmers will be using small scissors appropriate for the delicate process. Buds will be handled gently and touched as little as possible during the final production processes to avoid removal of cannabinoids from the plant onto anything that may touch them. Sugar leaves may be kept for use in manufactured practices.

Drying— Following harvesting or trimming, flower buds and other cannabis products are dried and then cured. BB's drying methods may include, but are not limited to, hanging the flowers or branches from wire or rope lines; or hanging them from mobile, self-supporting wire cages. The drying process will be held in one of BB's cultivation rooms; a dark, well-ventilated environment. Dehumidifiers may be used to lower the drying rooms humidity to an optimal humidity level (below 30%). The drying can take approximately 5-10 days, depending on the thickness of the plant and length of the stem. At the end of the drying process, buds will be clipped from the stems to a preferred size. The removed stems are discarded and disposed or used for manufacturing.

Curing— The final step in BB's cannabis processing before packaging is curing, which is a slow, controlled drying of the cannabis product to allow chlorophyll in the plant to naturally degrade, enhancing the cannabinoid content and flavor of the end product. Curing will involve placing the buds into uncovered plastic tubs in the drying room, rotating the buds into new uncovered tubs twice a day, covering the bins at night, and repeating this process for about one week until the buds are sufficiently dry.

Packaging and Labeling—Following curing, the cannabis buds will be packaged in child resistant barrier bags and kept in BB's security room; a dark secured area preventing exposure to air, light, and especially high heat, which can cause buds to become dry and brittle. Packaging and Labeling will be in accordance to 935 CMR 500.105 (5)(a) and 935 CMR 500.105 (6).

5. Security plan review and approval.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(f), submitted on the next page is the required written notice from the chief of police, stating that an acceptable security plan has been reviewed and approved.

6. Security details for exterior of establishment.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(g), provided below are the details of all proposed exterior security measures for the marijuana establishment.

The outside perimeter of the Recreational Marijuana Retail and Manufacturing Establishments ("RMRE" and "MME") will be sufficiently lit to allow for surveillance, and certain foliage will be removed if and as required so as not to allow persons to conceal themselves from sight. High-resolution coverage will be provided within fifty (50') feet of the building, and the entire developed area of the parcel will have surveillance coverage. The placement of exterior surveillance cameras will be determined prior to construction or Special Permit, and their location will be based upon lighting conditions and landscaping. Perimeter alarms will be placed on all entry points and perimeter windows; the retail space will have duress, panic, and holdup alarms that are connected to local law enforcement systems. The RMRE and MME will have a redundancy alarm system that will ensure an active alarm in the event the primary alarm is compromised and a failure notification system will notify a designated BB's agent and local law enforcement in the event of a surveillance system failure within five (5) minutes.

Video cameras will be used within the entire facility, including all areas that contain marijuana, all entrances and exits, and in the parking lot. Our surveillance cameras will be angled to clearly capture all persons entering and exiting the RMRE and MME entrances, along with vehicles entering and exiting the Site; additionally, they will be equipped with backup power sources to ensure that they remain operational during a power outage.

The transport of cannabis is considered to be of the highest security threats faced. BB will make certain that authorized transportation companies and vehicles that are utilized have satisfactory security features in compliance with state regulations. Through compliance of these mandates security features BB believes it will severely minimize the percentage of theft.

All products being transported will be:

- RFID tagged
- Accounted for by a travel manifest to the destination of all products
- Have monitored and random routes and times of transportation
- Subject to quantity limits capping the amount we can transport at one time
- Have means for communication to contact command and control center

Contracted delivery services will be in constant contact with BB's Communications Team while on route to their intended destinations. All deliveries days and times will vary and be randomized. We will install an exterior sally port system (constructed with minimum 8' fencing and a privacy feature or made of reinforced CMU blocks) for

delivery trucks to drive into and be secured while loading/unloading cash or cannabis products. The delivery service will be scheduled in advance and welcomed by BB's staff to assist with perimeter security, safe delivery of cash and products and overall facility safety.

The goal of BB's security program is to prevent diversion, theft, and loss of marijuana and to provide for the safety of all customers, and agents. BB will work closely with the Holyoke Police department to address any security concerns it may have on an ongoing basis.

BB will also ensure that only qualified customers, agents and authorized persons, vendors, contractors or visitors will have access to facilities. Individuals not engaged in authorized activity will not be permitted on the premises. All agents will undergo criminal history background checks prior to commencing employment and on an annual basis as required by the CCC.

Cannabis and cannabis products will be stored in Limited Access Areas in a secure locked safe or vault room to prevent diversion, theft and loss. Agents will be required to visibly display an identification badge at all times. All contractors, vendors, and visitors will be logged in/out, be required to display an ID badge, and will be escorted by an authorized BB's agent.

Further, BB's security and operational plan meets and exceeds the requirements set forth in Security Requirements for Marijuana Establishments, 935 MASS. CODE. REGS. 500.110 . Below, relevant sections from 935 MASS. CODE. REGS. 500.110 are seen, with a box around them and BB's response below.

935 MASS. CODE REGS. 500.100 (1): A Marijuana Establishment shall implement sufficient safety measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at the Marijuana Establishment. Security measures taken by the licensee to protect the premises, employees, consumers and general public.

Response: BB will implement a comprehensive Security Plan (the "Plan") that provides details on how BB will ensure that its product, assets, and agents located in Holyoke, Massachusetts ("Site") are secured against external threats. For security reasons, the comprehensive Security Plan is not publicly available, but has been reviewed and approved by the Chief of Police. Key elements of this Plan are summarized below.

935 MASS. CODE REGS. 500.100 (1)(a): Positively identifying individuals seeking access to the premises of the Marijuana Establishment or to whom marijuana products are being transported to pursuant to 935 MASS. CODE REGS. 500.105(13) to limit access solely to individuals 21 years of age and older, and, subject to the requirements of 935 MASS. CODE REGS. 500.110(4)(e), outside vendors, contractors, and visitors, access to the Marijuana Establishment(s).

Response: BB will limit access to the Site to the individuals 21 years of age and older, BB's agents, persons authorized by the Cannabis Control Commission ("CCC"), and select outside vendors, contractors and visitors. All BB agents will be required to visibly wear a Buudda Brother identification badge at all times while on-site and when making deliveries. All outside vendors, contractors, patients, caregivers, and visitors must obtain a visitor identification badge prior to entering a Limited Access Area, and shall be escorted at all times by a Buudda Brother agent authorized to enter the Limited Access Area. The visitor identification badge must be visibly displayed at all times while the visitor is in any Limited Access Area. All visitors must be logged in and out, and that log shall be available for inspection by the CCC at all times. All visitor identification badges shall be returned to BB upon exit.

935 MASS. CODE REGS. 500.100 (1)(b): Adopting procedures to prevent loitering and ensure that only individuals engaging in activity expressly or by necessary implication permitted by these regulations and its enabling statute are allowed to remain on the premises.

Response: BB will employ security agents who will routinely patrol the perimeter of the Site and ground to prevent loitering, nuisance activity, or crime. Security agents will be trained prior to deployment in industry standards and crime prevention. Security agents will ensure that only eligible patients who comply with BB's Code of Conduct and other BB's policies are served, and will patrol the area to ensure non-diversion and prevent use of medicine in public areas. At least one (1) security agent will be on Site during hours of operation.

935 MASS. CODE REGS. 500.100 (1)(c): Dispose of marijuana in accordance with 935 MASS. CODE REGS. 500.105 (12), in excess of the quantity required for normal, efficient operation as established in 935 MASS. CODE REGS. 500.105 .

Response: All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material and solid waste generated at a Cannabis Establishment shall be redirected and disposed of as follows:

- Through incineration in a commercial or municipal waste combustor in Massachusetts holding a valid permit issued by the Department of Environmental Protection ("DEP"), witnessed and documented by no fewer than two (2) Buudda Brother agents.
- Disposal in a landfill holding a valid permit issued by the DEP or by the appropriate state agency in the state in which the cultivation facility is located, witnessed and documented by no fewer than two (2) BB's agents.

- Grinding and incorporating the recreational marijuana waste with solid wastes such that the resulting mixture renders the recreational marijuana waste unusable. Once such recreational marijuana waste has been rendered unusable, it will be either disposed of in a solid waste management facility that holds a valid permit issued by the DEP or by the appropriate state agency or, if the material mixed with the recreational marijuana waste is organic material as define in 310 MASS. CODE REGS. 16.02, the mixture will be composted at an operation that is in compliance with the requirements of 310 MASS. CODE REGS. 16.00.
- When marijuana or marijuana products are disposed of, BB will create and maintain a written record of the date, the type and quantity disposed of, the manner of disposal, and the persons present during the disposal, with their signatures. Disposal records will be kept for at least two (2) years.

935 MASS. CODE REGS. 500.100(1)(d): Securing all entrances to the Marijuana Establishment(s) to prevent unauthorized access.

Response: The Site is designed as such where all customers and employees will enter through the same door and check in with the security agent. All customers must show valid government ID with verification they are at least 21 years of age. All dispensary agents must return their agent cards back to the security office after every shift.

935 Mass. Code Regs. 500.100(1)(e): Established Limited Access Areas, pursuant to 935 Mass. Code Regs. 500.110(4) accessible only to specifically authorized personnel, which shall include only the minimum number of employees essential for efficient operation.

Response: BB will establish Limited Access Areas accessible only to specifically authorized agents. BB will post the following statement (at a minimum size of 12" x 12" with lettering no smaller than 1" in height) at all areas of ingress or egress to identify Limited Access Areas: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only."

BB will provide all agents with varying levels of access to Limited Access Areas depending on their position. For example, the BB's Chief Executive Officer and the Chief Operating Officer, along with the on-site General Manager, will have access to all areas of the Site, including all Limited Access Areas. Other agents will be limited to only those areas directly related to their department and position within their department.

935 MASS. CODE REGS. 500.100(1)(f): Store all finished marijuana in a secure, locked safe or vault and in such a manner as to prevent diversion, theft, and loss.

Response: BB will store all marijuana and marijuana containing products at the Site in a secured vault room that is climate-controlled and monitored 24-hours a day, for both security and changes in environment (temperature and humidity). BB will store cash and other valuables in a secure safe located inside the designated vault room.

Access to the vault room and safe will be restricted and monitored through the use of electronic locks. Only select agents will have access to these areas. This will be monitored through agent credentials.

935 MASS. CODE REGS. 500.100(1)(g): Keep all safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana and marijuana products securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

Response: BB will keep safes and vaults securely locked and protected from entry via electronic locks, except for the actual time required to remove or replace marijuana, as conducted by authorized agents.

935 MASS. CODE REGS. 500.100(1)(h): Keep all locks and security equipment in good working order.

Response: BB will keep all locks and security equipment in good working order, via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

935 MASS. CODE REGS. 500.100(1)(i): Prohibit keys, if applicable, from being left in the locks or stored or placed in a location accessible to persons other than specifically authorized personnel.

Response: BB will use electronic locks with associated card readers to manage exit and entry Limited Access Areas. BB will restrict the availability of access cards only to authorized agents, which will reduce the risk of access by unauthorized agents. All access cards must be returned to security agents at the end of each shift to ensure proper and safe storage.

935 MASS. CODE REGS. 500.100(1)(j): Prohibit accessibility of security measures, such as combination numbers, passwords, or electronic or biometric security systems, to persons other than specifically authorized personnel.

Response: BB will protect the confidentiality of BB's security measures, such as combination numbers, passwords, and electronic lock activators, against threats from unauthorized agents.

935 MASS. CODE REGS. 500.100(1)(k): Ensure that the outside the perimeter of the Marijuana Establishment(s) is sufficiently lit to facilitate surveillance.

Response: BB will install sufficient motion-censored lighting outside of the Site for use each day between sunset and sunrise that adequately illuminates the Site and its surrounding areas, including the parking and entry areas. Exterior lighting will be installed near video surveillance devices to ensure proper illumination for the identification of people, vehicles and license plates within fifty (50') feet of the buildings. The outdoor lighting will be downcast to focus light away from adjacent properties. Sufficient exterior lighting will serve as a deterrent against robbery and burglary.

935 MASS. CODE REGS. 500.100(1)(l): Ensure that all marijuana products are kept out of plain site and are not visible from a public place without the use of binoculars, optical aid, or aircraft.

Response: External landscaping plans will minimize potential security threats posed by trees, bushes, and other foliage, while still promoting an aesthetic for the facilities that blends with the surrounding community. Any windows will be enhanced to make ensure limited to no visibility inside the facility, while maximizing available natural light.

935 MASS. CODE REGS. 500.100(1)(m): Developed emergency policies and procedures for securing all products following any instance of diversion, theft, or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary.

Response: BB will implement security policies and procedures providing detailed instructions for securing all products following any instance of diversion, theft, or loss of marijuana, and for conducting an assessment to determine whether additional safeguards are necessary. These instructions mandate close coordination with local law enforcement and the CCC.

935 MASS. CODE REGS. 500.100(1)(n): Develop sufficient additional safeguards as required by the CCC for Marijuana Establishments that present special security concerns.

Response: BB is not aware, at this time, of any special security concerns pertaining to its proposed Site.

935 MASS. CODE REGS. 500.100(4)(a): All Limited Access Areas must be identified by the posting of a sign that shall be a minimum of 12" x 12" and which states: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only" in lettering no smaller than 1 inch in height.

Response: BB will post the following statement (at a minimum size of 12" x 12" with lettering no smaller than 1 inch in height) at all areas of ingress or egress to identify

limited access areas: "Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel Only."

935 MASS. CODE REGS. 500.100(4)(b): All Limited Access Areas shall be clearly described the filing of a diagram of the registered premises, in the form and manner determined by the Commission, reflecting walls, partitions, counters, and all areas of entry and exit. Said diagram shall also show all propagation, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.

Response: With this Application submission, BB has provided to the City of Holyoke a diagram of the Site, reflecting walls, partitions, counters, and all areas of entry and exit (the "Floor Plan"). Notably, this Floor Plan is not in the best interest of the public because it relates to security, and is proprietary. The City of Holyoke Building Department, Planning Department, Police Department and Fire Department will have an opportunity to review this Floor Plan and shall maintain a confidential copy. Any contemplated modification to the Floor Plan will be provided to the Holyoke Building, Police, and Fire Departments immediately.

935 MASS. CODE REGS. 500.100(4)(c) -- Requirement: Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, state and local law enforcement and emergency personnel.

Response: Limited access areas will only be accessible to Buddha Brothers employees and executives. Certain areas will be further restricted managers and executives. All visitors must comply with 935 MASS. CODE REGS. 500.110(4)(e) .

935 MASS. CODE REGS. 500.100(4)(d): A dispensary agent shall visibly wear a BB display on identification badge issued by the Marijuana Establishment(s) at all times while at the Marijuana Establishment(s) or transporting marijuana.

Response: All BB's agents will be required to visibly wear a Buddha Brother identification badge at all times while on-site and when transporting marijuana or marijuana products.

935 MASS. CODE REGS. 500.100(4)(e): All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a Limited Access Area, and shall be escorted at all times by a Buddha Brother agent authorized to enter the Limited Access Area. The visitor identification badge must be displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out, and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to the Marijuana Establishment upon exit.

Response: BB will limit access to the Site to authorized individuals. All outside vendors, contractors, and visitors must obtain a visitor identification badge prior to entering a Limited Access Area; the visitor identification badge must be visibly displayed at all times while the visitor is in any Limited Access Area. All visitors must be logged in and out, and that log shall be available for inspection by the CCC at all times. All visitor identification badges shall be returned upon exit. For added security, BB will require that a security agent accompany any non-BB's agent if a non-BB's agent needs to enter an enclosed, locked area where marijuana is stored.

935 MASS. CODE REGS. 500.100(5)(a): A Marijuana Establishment located, in whole or in part, in a building, greenhouse, or other enclosed area shall have an adequate security system to prevent and detect diversion, theft, or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment, which shall, at a minimum include:

935 MASS. CODE REGS. 500.100(5)(a)(1): A perimeter alarm on all entry points and perimeter windows, if any.

Response: BB will feature an alarm system on all entry points and windows.

935 MASS. CODE REGS. 500.100(5)(a)(2): A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of the Marijuana Establishment(s) within five minutes after the failure, either by telephone, email, or text message.

Response: The electronic monitoring system for BB will include a failure notification system that provides both an audio and visual notification should a failure in the electronic monitoring system occur. Additionally, senior management, including the Chief Executive, Chief Operating Officer, and Manager of the Site will receive email/text notification of the system failure within five (5) minutes after the failure.

935 MASS. CODE REGS. 500.100(5)(a)(3): A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities.

Response: BB will install a "duress alarm" (silent alarm to signal alarm user being forced to turn off system), a "holdup alarm" (robbery in progress), and a "panic alarm" (life threatening or emergency situation). Alarms will be coordinated with local law enforcement.

935 MASS. CODE REGS. 500.100(5)(a)(4): Video Cameras in all areas that may contain marijuana, at all points of entry and exit, and in any parking lot, which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where marijuana is stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the Marijuana Establishment or area.

Response: The building will be well illuminated and video cameras will be at all entry and exit points as well as the parking lot, so as to allow for the capture of clear and certain identification of any person entering or exiting the Site. Also, video cameras will be positioned in all areas that contain marijuana including the storage safe.

935 MASS. CODE REGS. 500.100(5)(a)(5): Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if the Marijuana Establishment is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information.

Response: Video recording will be operational twenty-four (24) hours a day/seven (7) days a week. Videos will be retained for a minimum of ninety (90) days or unless requested longer by appropriate authority.

935 MASS. CODE REGS. 500.100(5)(a)(6): The ability to immediately produce a clear, color, still photo (live or recorded).

Response: BB will maintain a high-quality printer in the security viewing area that is capable of immediately producing a clear still photo from any video camera image.

935 MASS. CODE REGS. 500.100(5)(a)(7): A date and time stamp embedded on all recordings. The date and time shall be synchronized and set correctly and shall not significantly obscure the picture.

Response: BB will embed a date and time stamp on all recordings. The date and time will be synchronized and set correctly and will not significantly obscure the picture.

935 MASS. CODE REGS. 500.100(5)(a)(8): The ability to remain operational during a power outage.

Response: Video cameras will be supported by a backup power source, ensuring their ability to remain operational during a power outage.

935 MASS. CODE REGS. 500.100(5)(a)(9): A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded images has taken place. Exported video shall also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

Response: BB's surveillance system will allow for the exporting of still images in an industry standard image format, including but not limited to .jpg, .bmp, and .gif. Exported video will have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded images has taken place. Exported video will also have the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.

935 MASS. CODE REGS. 500.100(b): All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction, and alterations.

Response: BB will maintain all security system equipment and recordings in a secure location so as to prevent theft, loss, destruction, and alterations. This will be a Limited Access Area featuring electronic locks that allow restricted access to select authorized BB's agents, such as the Head of Security, Chief Executive Officer, and Chief Operating Officer, as well as law enforcement authorities and the Commission.

935 MASS. CODE REGS. 500.100(c): In addition to the requirements listed in 935 MASS. CODE REGS. 500.110(5)(a) and (b), the Marijuana Establishment(s) shall have a back-up alarm system, with all capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system or shall demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system.

Response: BB will have a back-up alarm system, with all capabilities of the primary system, which shall not be installed/monitored by the same company as the primary security system or shall demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system.

935 MASS. CODE REGS. 500.100(d): Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel, and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room must be available to the Commission upon request. If the surveillance room is on-site of the Marijuana Establishment(s), it shall remain locked and shall not be used for any other function.

Response: The video surveillance system will have the capability to record, archive and play back video feed for a minimum of thirty (30) days. The system will be internet-based, providing greater flexibility, with the use of high-resolution megapixel cameras, and multiple streams for efficient operations and quick investigations. The electronic recording system hub and all recordings will be stored in a locked, tamper-proof compartment within the security viewing area. This will be a Limited Access Area with entry restricted to only select authorized BB's agents, such as the Head of Security, Chief Executive officer, and Chief Operating Officer, as well as law enforcement authorities and the Commission. A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request. Electronic locks will be used to secure the security viewing area, access will only be granted to authorized BB's agents.

935 Mass. Code Regs. 500.100(e): All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed thirty (30) calendar days from the previous inspection and test.

Response: BB will ensure all security equipment is in good working order via regular inspections and testing, not to exceed thirty (30) calendar days from the previous inspection and test.

935 MASS. CODE REGS. 500.100(f): Trees, bushes and other foliage outside the Marijuana Establishment(s) shall be maintained so as to prevent or persons from concealing themselves from sight.

Response: External landscaping plans will minimize potential security threats posed by trees, bushes, and other foliage, while still promoting an aesthetic for the facilities that blends with the surrounding community. Trees, bushes and other foliage outside the Marijuana Establishment(s) will be planted and maintained to not allow for a person or persons to conceal themselves from sight.

935 MASS. CODE REGS. 500.100(7)(a): A Marijuana Establishment shall immediately notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of a breach. Notification shall occur, but not to be limited to, during the following occasions:
Discovery of discrepancies identified during inventory;
Diversion, theft or loss of any marijuana product;

Any criminal action involving or occurring on or in the Marijuana Establishment premises;
Any suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person;
Unauthorized destruction of marijuana;
Any loss or unauthorized alteration of records related to marijuana;
An alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment(s);
The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
Any other breach of security.

Response: BB will immediately notify appropriate law enforcement authorities and the Commission within twenty-four (24) hours after discovering incidents involving material inventory discrepancies, compromises to BB's security equipment, threats and acts of violence and security-related incidents such as theft, loss, vandalism, malicious or unauthorized use of company equipment or facilities, and allegations of agent misconduct.

935 MASS. CODE REGS. 500.100(7)(c): All documentation related to an incident that is reportable pursuant to 935 MASS. CODE REGS. 500.110(7)(a) shall be maintained by a Marijuana Establishment for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and to law enforcement authorities acting within their lawful jurisdiction upon request.

Response: Buudda Brother will maintain all documentation related to a reported incident for no less than one (1) year and will make this information available to the Commission and law enforcement authorities upon request.

935 MASS. CODE REGS. 500.100(8): A Marijuana Establishment must, on an annual basis, obtain at its own expense a security system audit by a vendor approved by the Commission. A report of such audit must be submitted, in a form and manner determined by the Commission, no later than thirty (30) calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, the Marijuana Establishment must also submit a plan to mitigate those concerns within ten (10) business days of submitting the audit.

Response: BB will undertake an annual security system audit using a CCC-approved vendor. The findings of this audit will be submitted to the Department no later than thirty (30) days after the audit is conducted. BB will also submit all necessary plans detailing how any findings will be mitigated within ten (10) business days of submitting the audit.

7. Development impact statement.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(h), provided below is the development impact statement containing all the information required under HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1) (2009).

Summary of the content of the site plans.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(a), provided below is a summary of the content of the site plans and a development schedule.

The Site, its structure and infrastructure, have been used and operated as a car dealership. The property is a 0.43 acre parcel.

The existing structure on the Site will be renovated and remodeled in accordance with the Site Plans and Floor Plans contained within this submission. There will be remodeling to the interior of the buildings such as paint, floors, lights, doors, and bathroom. BB will also make minor exterior changes such as but not limited to new exterior painting applied to the facility, chain link fencing around the perimeters, and improving the appearance of the exterior as by planting trees, shrubs, or grass.

Site layout has been thoughtfully designed to maximize discretion, security, and control. Appropriately placed downcast luminaries, security cameras, parking, delivery, entry and exit spaces each fulfill a purposeful goal. Site circulation is such which allows for constant monitoring and visibility, as well as appropriate emergency vehicle access and maneuverability.

The proposal includes 17 parking spaces, inclusive of one ADA accessible space, and will be potentially adding an additional 10-15 parking spaces located at 621 South Canal St in which we have an agreement in place with the current owners. We will be renting on a month-to-month basis until we have can have a better grasp on the potential traffic flow.

Our site currently contains plants, trees, and bushes, within the site, which will be removed. The Site and its landscaping will be consistently clean at all times and maintained as needed.

Site lighting and surveillance adequately illuminate the parking and entrance/exit areas of the Site, while allowing video-capture of identifying information (persons, license plates, vehicles) to dissuade impropriety, increase patient comfort, and provide a means of timely, reliable identification to the CCC and Holyoke Police Department if necessary. Exterior camera locations will be established in the field based upon many factors, including natural light levels and landscaping.

Development schedule

In accordance with Holyoke, Mass., Code of Ordinances app. A, § 10.1.6(1)(a), provided below is a development schedule.

BB has an estimated timeline, in regards to a development schedule. BB is awaiting both provisional license from the CCC and approval from the City to begin any development. Notably, pursuant 935 Mass. Code Regs. 500.103(1)(a), construction and renovation shall not begin until after receiving a provisional license. Until approval is granted from CCC and the City, no work will be done to the site.

There are, however, benchmarks that BB has identified and accordingly created an estimated timeline, as seen below:

<u>Key Benchmarks</u>	<u>Estimate Due Dates</u>	<u>Estimate Days Of Completion</u>	<u>Person Responsible</u>
Internal Review and Finalization of Policies and Procedures	9/20/20	Completed	CEO/Team
Special Permit Submitted	2/20/20	Completed	CEO/Team
Architectural Review Submitted	1/15/20	Completed	CEO/ Team
Receive Project Plan from General Contractor; Coordinate and Finalize All Time lines	3/1/20	1 month	General Contractor
Building Permits Obtained	3/ 6/20	1 month	General Contractor/Team
Establish Services and Utilities	4/13/20	3 months	General Contractor
Proposed Construction/Buildout Begins at Cultivation, Processing and Retail Facility. All depends on receiving a Provisional License from the CCC	5/4/20	4 months	General Contractor
Hire Associate-Level Staff for Cultivation and Processing Facility and Begin Training	6/8/20	5 months	CEO/ Team
Complete Construction/Buildout and Building Inspections	6/22/20	5 months	General Contractor

Economic benefits and liabilities projections of the proposed development.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(b), provided below are projected economic benefits and liabilities of the proposed development.

BB is currently working on plans that will have a major impact in the communities where it operates, from hiring area residents and contractors to locally sourcing supplies. Specifically:

BB will be using local contractors for facility construction and plans to hire qualified area residents to carry out daily operations.

BB expects to generate a variety of jobs within the community in which it operates, such as, trimmers, growers, packagers, security officers, and transportation agents, which creates an economic ripple effect throughout the area.

BB emphasizes employing veterans as well as developmentally and physically disabled individuals.

BB intends to use locally sourced supplies for its business needs; BB plans to source supplies within 150 miles of its operating business to best utilize the resources in its backyard by partnering with local and regional suppliers.

BB intends to directly and indirectly provide a substantial beneficial fiscal impact to the City of Holyoke. BB aims to enter into a community host agreement with Holyoke whereby all fiscal benefits to the City can be quantified. As an organization committed to philanthropy, BB looks forward to initiating their philanthropic mission by forming relationships with local charitable organizations to help further their respective goals. In addition to municipal benefits under the planned host agreement, the tax payments to the City would include all local property as well as any applicable excise tax allowed under the law.

Demands upon city services and infrastructure by the proposed development.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(c), provided are details about the demands which will be placed on city services and infrastructure by the proposed development.

Demands on City services and Infrastructure should not increase compared to the previous uses for the facility. There will be no increased emergency services due to our in-depth security plan that was reviewed by Holyoke Chief of Police. Our security plan addresses how we plan on providing safety to our customers, vendors, and also to our employees.

Demands on infrastructure should be limited to water impacts only. Since there will be drains set up throughout our property there will be no increase in impervious surfaces associated with the project as processed.

Integration of proposed development into the existing landscape through design features such as vegetation buffers and the retention of open space and/or agricultural land.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(d), provided below is an explanation about how the proposed development will be integrated into

the existing landscape through design features such as vegetation buffers and the retention of open space and/or agricultural land.

BB plans on reusing and redevelopment of existing, vacant, industrial property within the General Industry (IG) zone, the building will continue to coexist with its environment. The current land contains ivy/shrubs that we plan on removing to no longer show on the property.

Consistency and compatibility of the proposed development with the existing master plan or similar documents.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(e), provided below is an explanation about the consistency and compatibility of the proposed development with the existing master plan or similar documents.

The project, as proposed, complies with the City of Holyoke Zoning Ordinance.

Impact of the proposed development on all streets and intersections adjacent to or within ¼-mile of the project boundaries or other such distance as may be approved by the planning board.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(f), provided below describes potential impacts that the proposed development may have on all streets and intersections adjacent to or within ¼-mile of the project boundaries or other such distance as may be approved by the planning board.

The project, as proposed, should not impact streets and intersections within one-quarter of a mile of the site. The construction that we are planning are mainly limited to the interior of the building. We will keep construction during working hours and after the AM/PM traffic hours so we limit the impacts on the surroundings roadways.

Measures to prevent pollution of surface water or groundwater to minimize erosion and sedimentation and to prevent changes in groundwater levels, increased runoff and potential for flooding.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(g), provided below are measures to prevent pollution of surface water or groundwater to minimize erosion and sedimentation and to prevent changes in groundwater levels, increased runoff and potential for flooding.

BB's intentions are to reuse the existing, vacant, industrial facility (604 Main Street), with no major exterior construction or any work that affect anything environmentally related. The project will have no impact to ground or surface water including impacts from soil erosion or storm water runoff.

Outdoor lighting.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(h), attached to this document is a plan for outdoor lighting, including lighting on the exterior of buildings or lighting in parking areas is arranged to minimize glare and light spillover to neighboring properties.

Permits and licenses required by federal, state or local law have been obtained, or will be obtained before construction begins.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(1)(i), provided below assures and explains all permits or licenses that may be required by federal, state or local law have been obtained, or will be obtained before construction begins.

Local Permits:

- Community Development - No special permit required
- Conservation Commission - No permit action required
- Board of Health - No permit action required
- Inspectional Services and Building/Construction - Permits required.
- Planning and Development: Special Permit required.

State Permits

- Cannabis Control Commission license will be obtained before construction.
- Department of Environmental Protection; No permit action required
- Massachusetts Environmental Policy Act; No permit action required

Federal Permits

- No Federal permits required

8. Traffic impact statement.

In accordance with Holyoke, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(i), provided below is the traffic impact statement containing all of the information required under HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 10.1.6(2) (2009).

Traffic Impact Statement.

In accordance with Holyoke, Mass., Code of Ordinances app. A, § 7.10.6(1)(i), provided below is the traffic impact statement containing all of the information required under Holyoke, Mass., Code of Ordinances app. A, § 10.1.6(2) (2009).

- A. The projected number of motor vehicle trips to enter or leave the site estimated for daily and peak hour traffic level.
 - ❖ BB projects that there will only be 3-5 vehicles entering and/or leaving the site during the hours of operations.
- B. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by proposed use of the site.



Figure 1.

- ❖ Within the vicinity of the Site, the key access road to the site is via Main Street and the trips from the Site would majorly be impacted here. The daily traffic volume on Main Street North is 6,620 trips observed from traffic survey data on an average weekday and 6,380 on an average weekend. The peak hour data for weekdays suggests that an average of 444 trips was observed on the morning peak between 6 am and 8 am, and 394 trips between 5 pm to 7 pm during the evening. Similarly, on weekends during an average

morning hour peak 471 trips and during evening peak hours 414 trips were observed. Also, a high proportion of trips were observed during the late afternoon and this was the highest adjacent peak observed (between 3 pm and 5 pm) an average 52 trips on weekdays and 526 trips on weekends. The daily traffic volume on Main Street South is 6700 trips observed from traffic survey data on an average weekday and 6260 trips on an average weekend. The peak hour data suggests that an average of 286 trips (between 6 am and 8 am) were observed during the morning peak hour and 459 trips (between 5 pm and 7 pm) were estimated during the evening peak hour on average. During the weekends, an average morning hour peak was at 297 trips and during evening peak hours 479 trips were observed. The adjacent peak trips on both weekdays and weekends were observed to be in the late afternoon hours between 3 pm and 5 pm with an average of 629 trips and 675 trips respectively.

C. Traffic flow patterns at the site including entrances and egresses; loading and unloading areas, and curb cuts on-site and within 500 feet of the site.

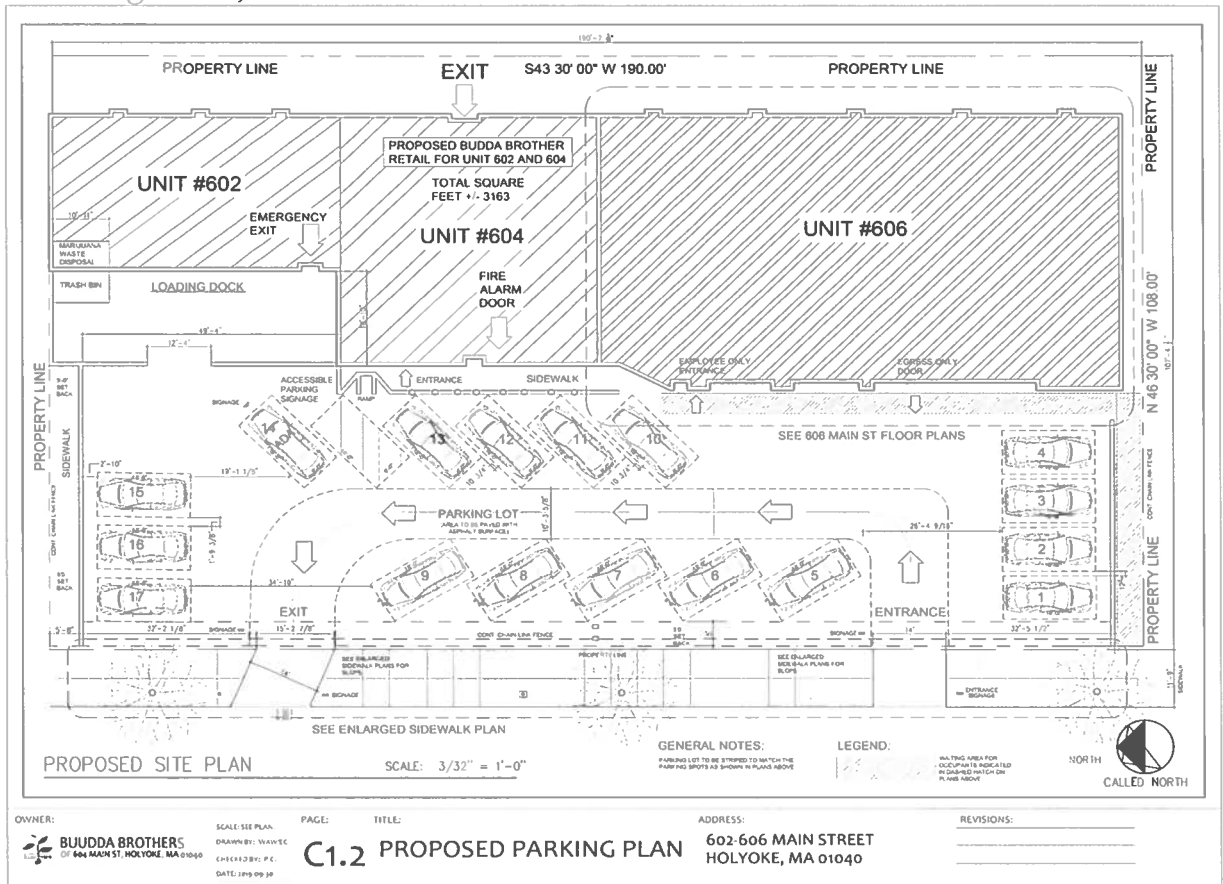


Figure 2.

- ❖ The property access and egress are via Main Street through entry/exit curb-cut located the frontage area of the site as shown in image 2. The vehicles of

customers as well as servicing and delivery vehicles are proposed to use this entry and exit curb cuts.

- D. A detailed assessment of the traffic safety impacts of the proposed project or use on the carrying capacity of any adjacent highway or road, including the projected number of motor vehicle trips to enter and depart from the site estimated for daily hour and peak hour traffic levels, road capacities, and impact on intersections existing daily and peak hour traffic levels and road capacities shall also be given.
 - ❖ There will be no consumer traffic entering and/or exiting BB cultivation facility. Vehicles entering and/or departing from the site will be staff-members of BB. BB projects 3-5 employees on-site during the hours of operation. BB cultivation facility will not impact current existing daily hour and/or peak hour traffic levels.
- E. A plan to minimize traffic and safety impacts through such means as physical design and layout concepts, staggered employee work schedules, promoting use of public transit or carpooling, or other appropriate means.
 - ❖ The activities we are proposing for 606 Main Street will be limited to marijuana cultivation and will not result in increased consumer or customer traffic. We anticipate having to hire 3-5 additional employees for the 606 Main Street operations and have access to ample employee parking at ABC Storage. BB will suggest to all of our employees to consider carpooling to give our retail customers the opportunity to have parking when visiting our retail location. Employees that choose to drive to work will be asked to park their vehicles at our off-site location as shown in figure 1.
- F. An internal traffic and pedestrian and bicycle circulation plan designed to minimize conflicts and safety problems.



Figure 3

- ❖ Main street currently does not have a bicycle lane as of yet, but we do have a suggested route. As proposed, the likely route to the development of the site is presented above in figure 3. There is potential to have a route for cyclists between both the vehicle and walking route. Ultimately, the plan sketches out a proposed bicycle layout that is convenient, safe, and comfortable for cyclists.
- G. Adequate pedestrian and bicycle access to adjacent properties and between individual businesses within a development.
- ❖ BB provides adequate space for pedestrian and bicycle access to adjacent properties and between individual businesses as shown in figure 2 and 3.
- H. Specific mitigation measures which alleviate impacts to the adjacent roadway network.
- ❖ This special permit application does not propose any changes to the initial plans for the exterior, parking area, or traffic mitigation. The activities we are proposing for 606 Main Street will be limited to marijuana cultivation and will not result in increased consumer or customer traffic. We anticipate having to hire 3-5 additional employees for the 606 Main Street operations and have access to ample employee parking at ABC Storage.
- I. The planning board may require a detailed traffic study for higher-volume traffic generating uses, regardless of any MEPA action or waiver.
- ❖ BB has not yet been notified by the planning board in regard to a detailed traffic study.

9. Special permit application fee.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(1)(j), submitted with the first set of application materials was a check in amount of \$500.00.

10. Site plan.

In accordance with HOLYOKE, MASS., CODE OF ORDINANCES app. A, § 7.10.6(2), submitted below is a site plan prepared by a Massachusetts registered architect, landscape architect, professional engineer or other appropriate design professional.

Submitted below is the site plan, containing the following required components and information.

602-606 MAIN STREET, HOLYOKE, MA 01040
PROPOSED DISPENSARY: SCHEMATIC DESIGN SET
 DATED 2019-11-29 REVISED 2019-12-19



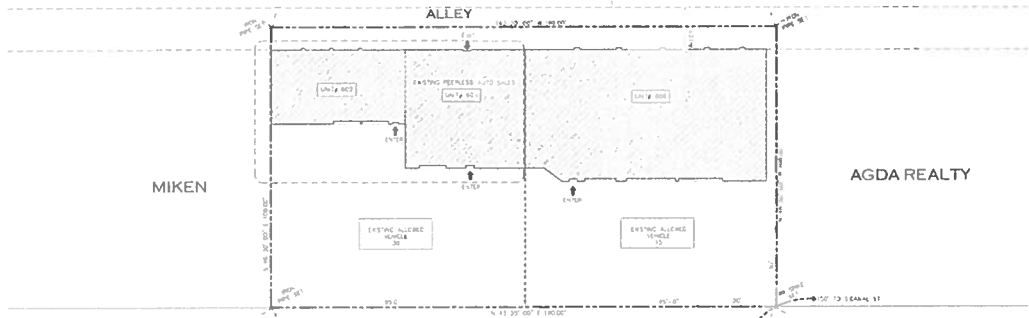
BUUDDA BROTHERS
 OF 604 MAIN ST, HOLYOKE, MA 01040

BONIN FIELD

ABC MINI STORAGE UNITS

JACKSON STREET

S.CANAL STREET



MAIN STREET

EXISTING SITE PLAN



Paul R. Campagna
 1/31/2020

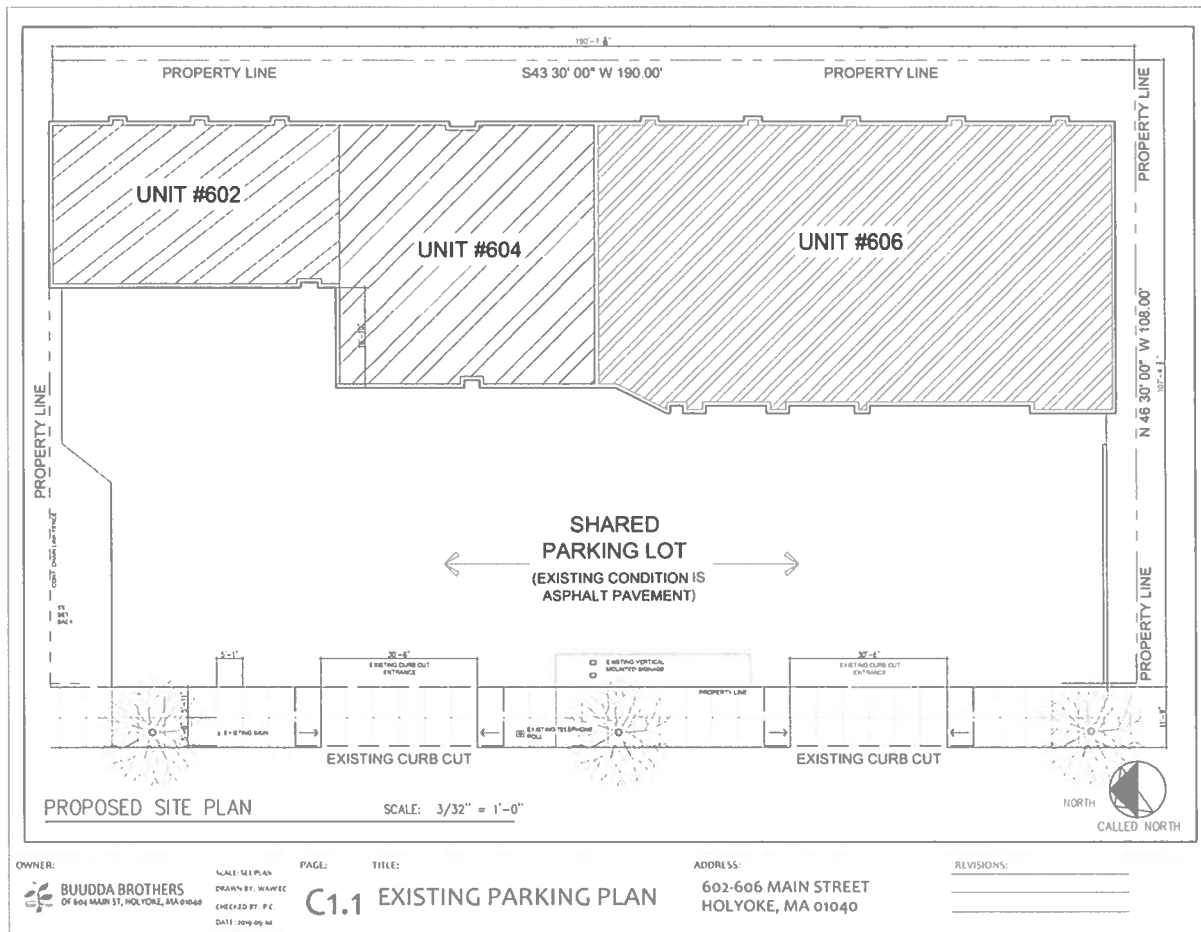
OWNER
BUUDDA BROTHERS
 OF 604 MAIN ST, HOLYOKE, MA 01040

SCALE SEE PLAN
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 CHECKED BY: PZ
 DATE: 10/19/19

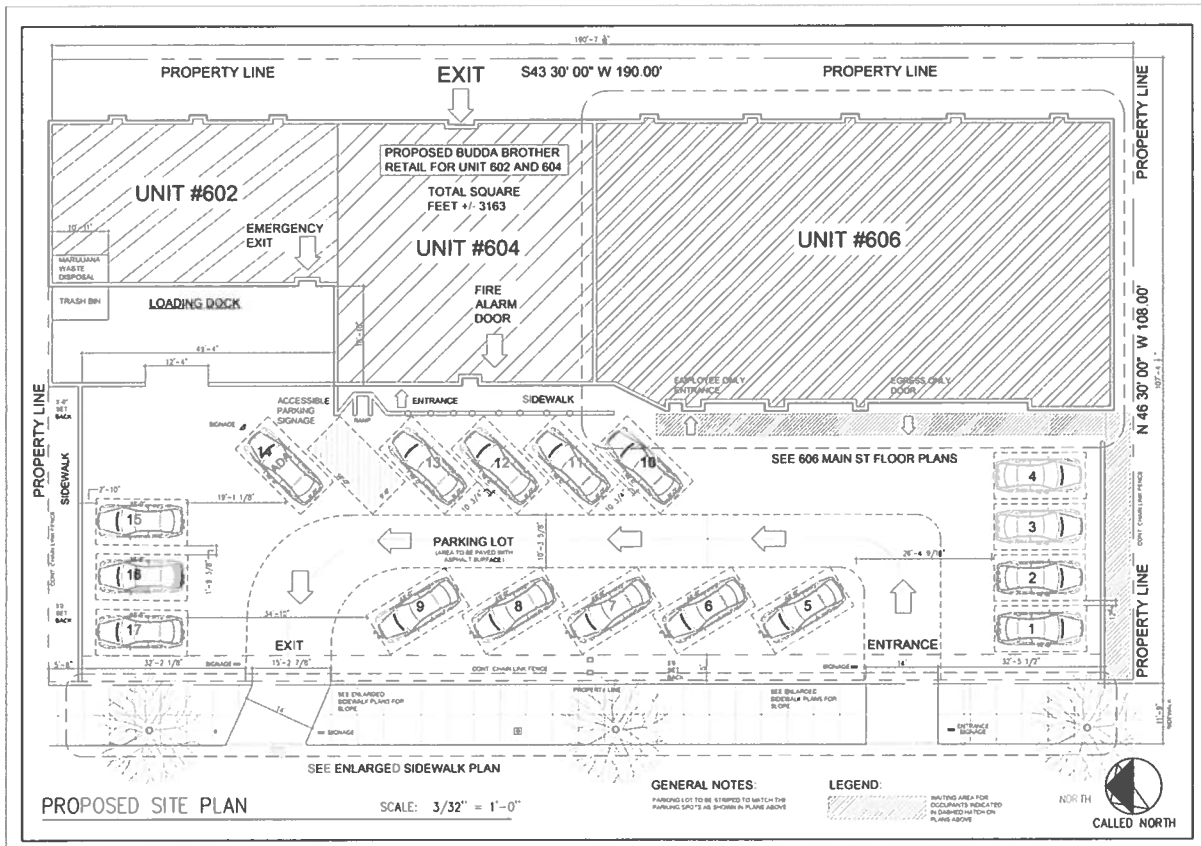
PAGE: **CO** **EXISTING SITE PLAN**

ADDRESS:
 602-606 MAIN STREET
 HOLYOKE, MA 01040

REVISIONS



Page 47 - Site plan.



PROPOSED SITE PLAN SCALE: 3/32" = 1'-0"

GENERAL NOTES:
 PARKING LOT TO BE STRIPPED TO MATCH THE
 PARKING SPOTS AS SHOWN IN PLUMB LAYOUT

LEGEND:
 HATCHED AREA FOR
 OCCUPANTS INDICATED
 IN DIMENSIONS INDICATED ON
 PLANS ABOVE

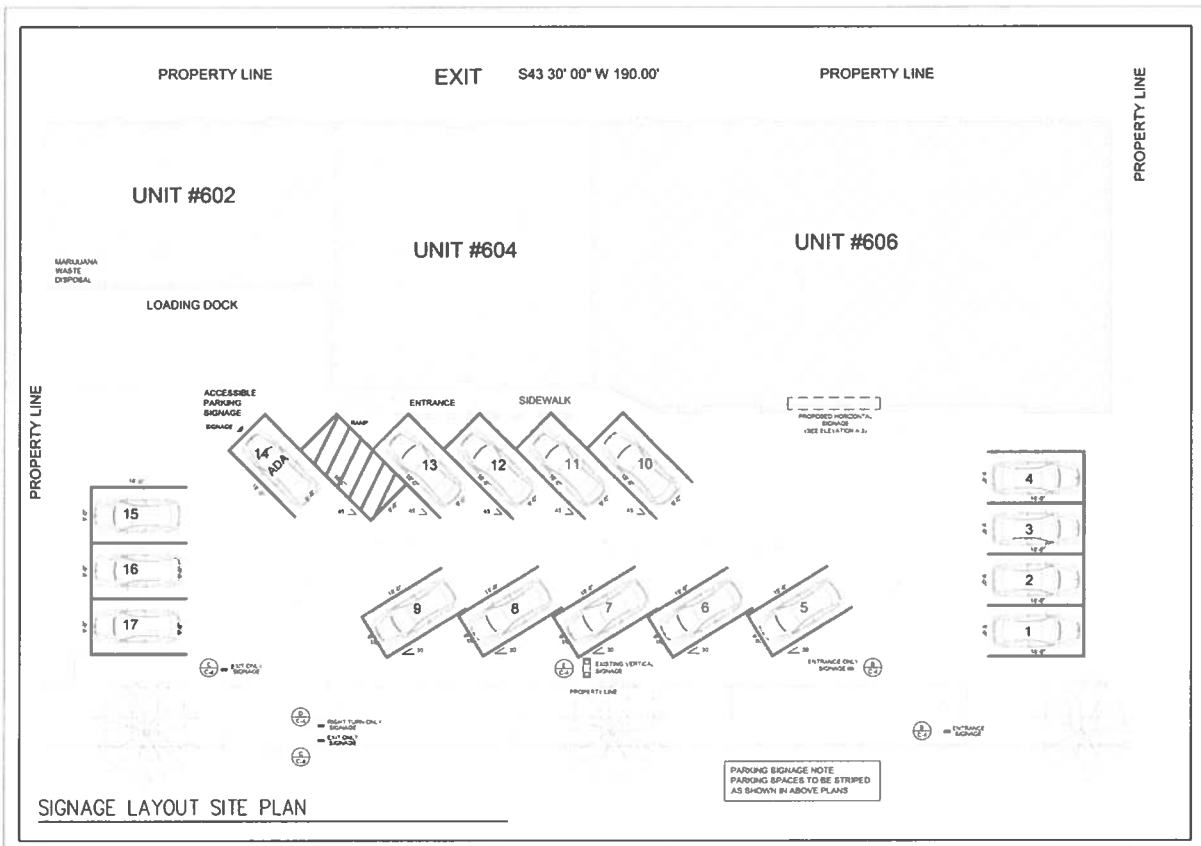
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DRAWN BY: WAW15C
CHECKED BY: P.C.
DATE: 2019-09-12

PAGE: 1
TITLE: C1.2 PROPOSED PARKING PLAN

ADDRESS: 602-606 MAIN STREET HOLYOKE, MA 01040

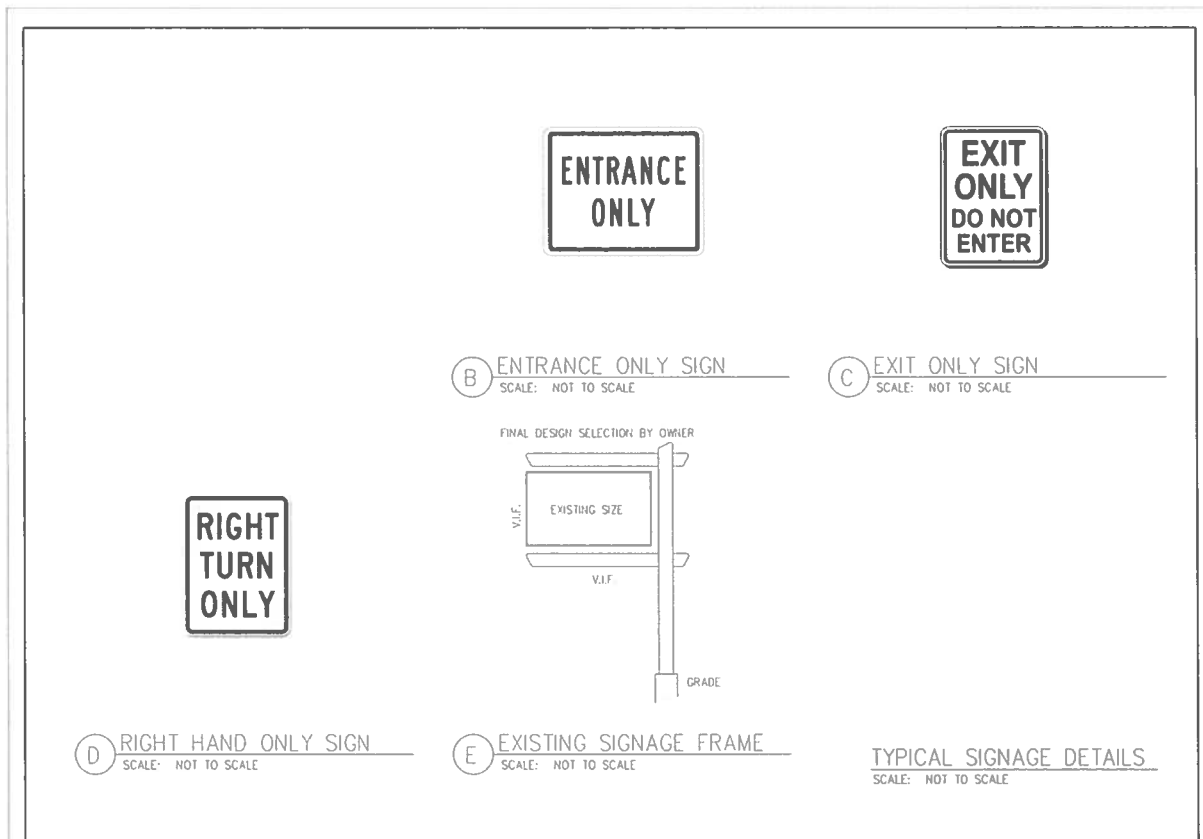
REVISIONS:

Page 48 - Site plan.



OWNER: BU UDDA BROTHERS OF 604 MAIN ST, HOLYOKE, MA 01040
 DATE: 10-09-10
 DRAWN BY: NAWTEC
 CHECKED BY: P.C.
 PAGE: 3
 TITLE: PROPOSED SIGNAGE PLAN
 ADDRESS: 602-606 MAIN STREET HOLYOKE, MA 01040
 REVISIONS:

Page 50 - Site plan.



OWNER:

 BUDDA BROTHERS
OF 604 MAIN ST, HOLYOKE, MA 01040

SCALE: SEE PLAN
DRAWN BY: WAWEI
CHECKED BY: P.C.
DATE: 02-09-18

PAGE:

C4

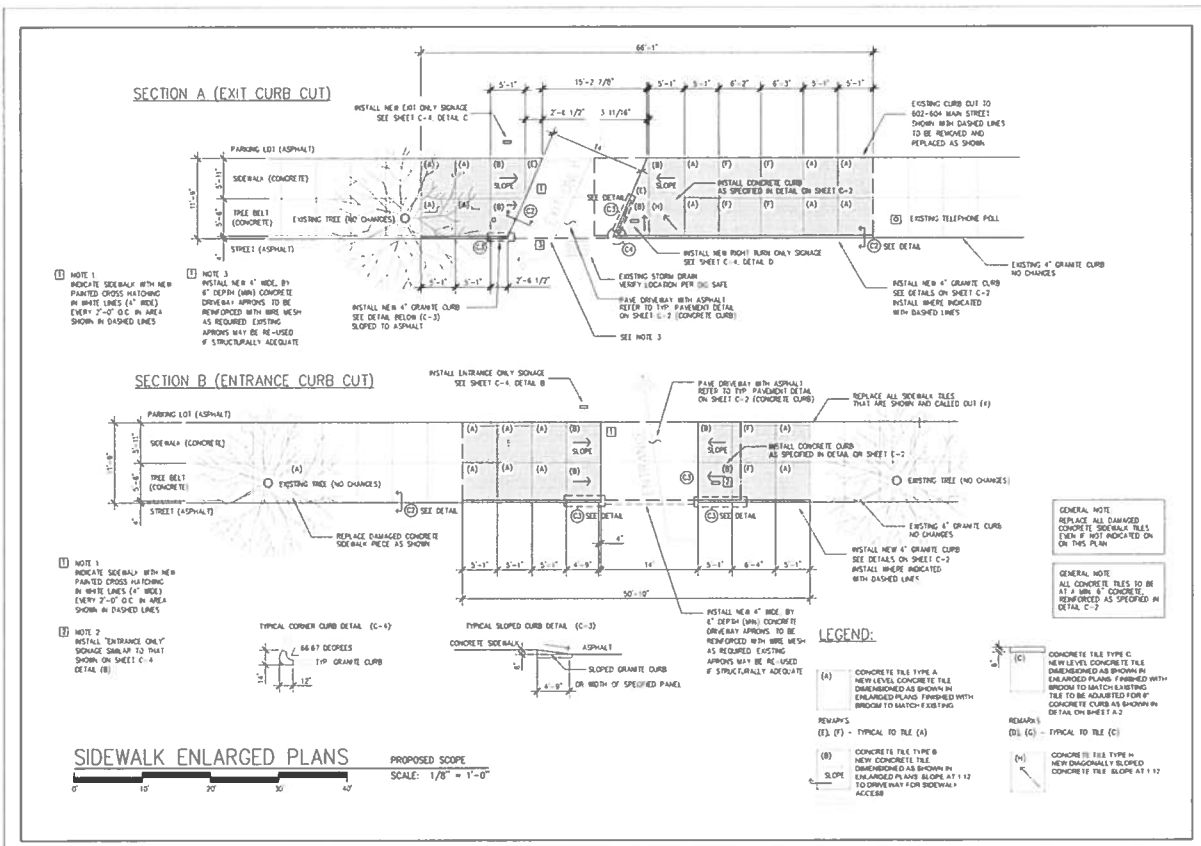
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PROPOSED SIGNAGE
DETAILS

ADDRESS:

602-606 MAIN STREET
HOLYOKE, MA 01040

REVISIONS:



OWNER: BUDDHA BROTHERS OF 604 MAIN ST, HOLYOKE, MA 01040

SCALE: SEE PLAN

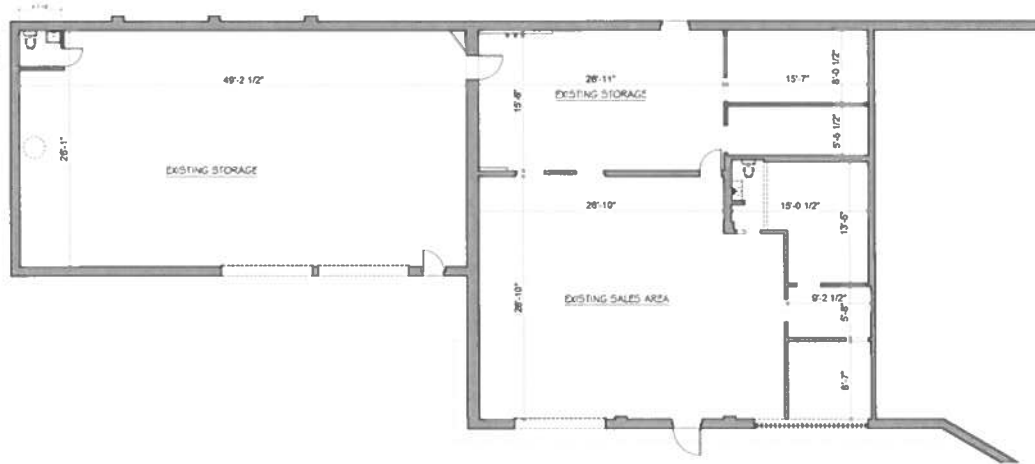
PAGE: 5

TITLE: PROPOSED SIDEWALK PLAN

ADDRESS: 602-606 MAIN STREET HOLYOKE, MA 01040

REVISIONS:

DATE: 10-10-2010



EXISTING/DEMO FLOOR PLAN FOR 602-604 UNITS

GENERAL NOTES:

1. WORK INCLUDED IN THIS PROJECT SHALL CONFORM TO COMMINORICALITY OF MASSACHUSETTS CODE AND IBC CODES 2009, REGULATIONS AND RESTRICTIONS WHICH APPLY TO THIS PROJECT.
2. THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER. THE GENERAL CONTRACTOR SHALL PROCEED WITH THE WORK ONLY AFTER ALL DISCREPANCIES HAVE BEEN RESOLVED BY THE ARCHITECT/ENGINEER.
3. THE DRAWINGS ARE DIAGRAMMATIC SHOWING LOCATIONS OF MAJOR ELEMENTS ONLY. THEY ARE NOT INTENDED TO BE COMPREHENSIVE SCOPE OR SPECIFICATION DOCUMENTS. UNSPECIFIED SCOPE AND FINISHES SHALL BE APPROVED BY THE CLIENT.
4. AFFECTED AREA MUST BE CLEANED PROPERLY. NO DEBRIS SHALL BE LEFT ON THE PROPERTY.
5. GENERAL CONTRACTOR TO VERIFY PLUMBING AND ELECTRICAL ITEMS WITHIN WALLS PRIOR TO DEMOLITION OF WALL. PLUMBING AND ELECTRICAL AS REQUIRED.

OWNER

BUDDA BROTHERS
OF 604 MAIN ST. HOLYOKE, MA 01540

SCALE: SEE PLAN
DRAWN BY: RLW/EE
CHECKED BY: P.C.
DATE: 07/26/2011

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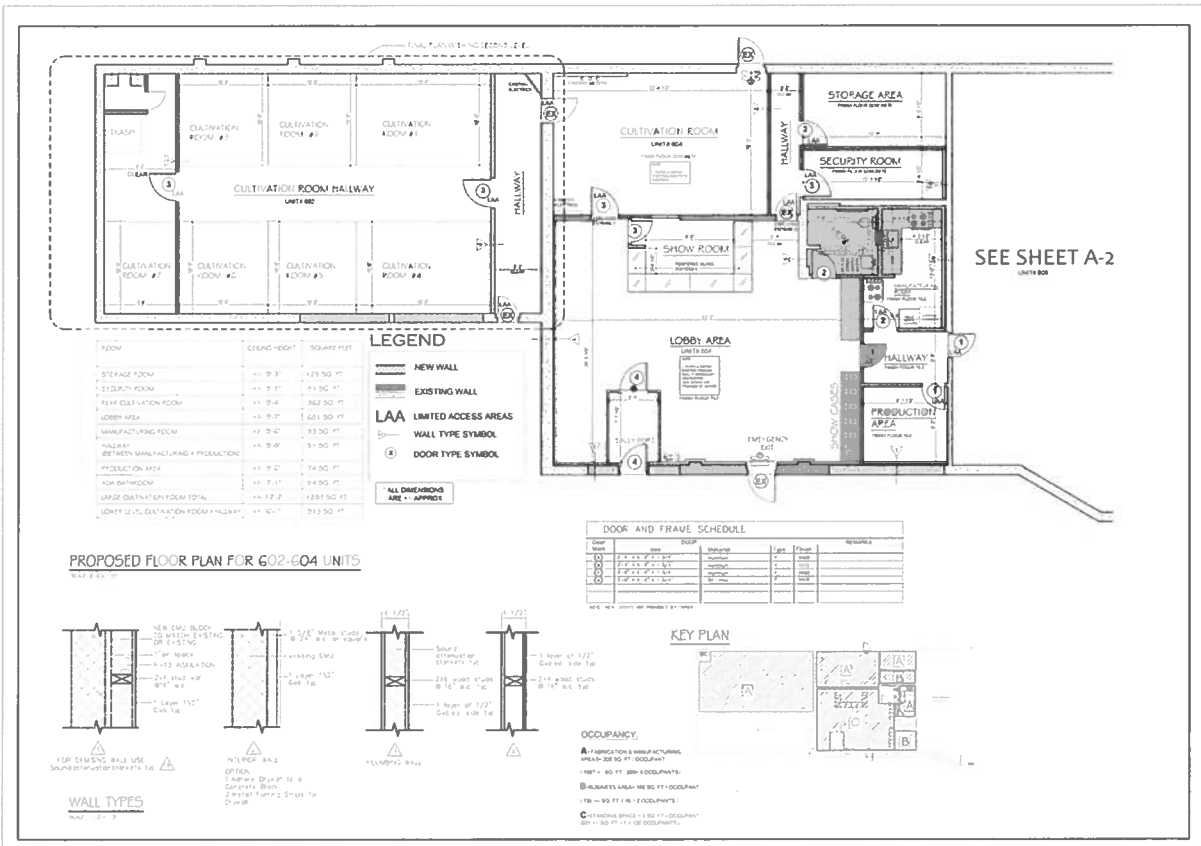
TITLE:

**602-604 MAIN STREET
EXISTING FLOOR PLAN**

ADDRESS

**602-606 MAIN STREET
HOLYOKE, MA 01040**

REVISIONS:



OWNER: **BUDDA BROTHERS**
OF 604 MAIN ST, HOLYOKE, MA 01040

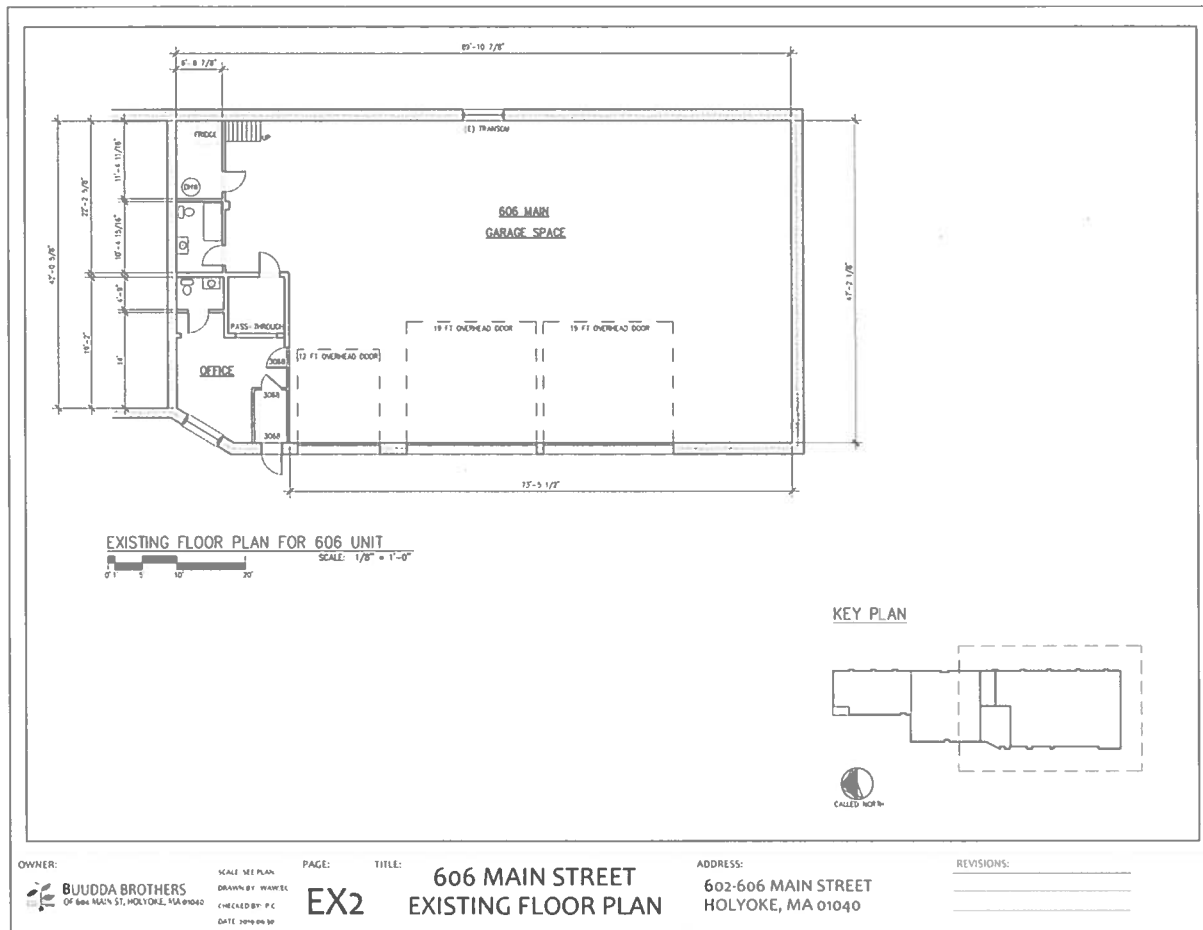
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DATE: 10/19/2010

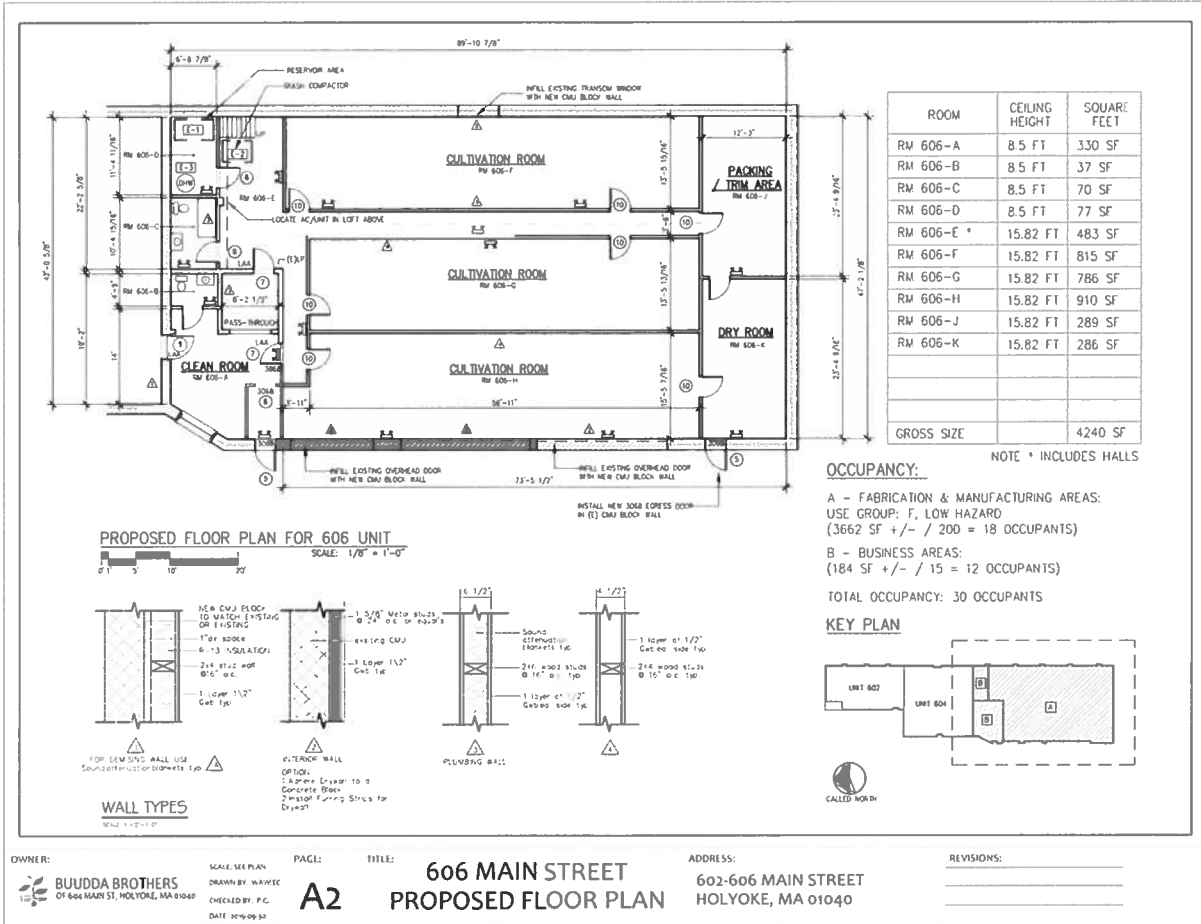
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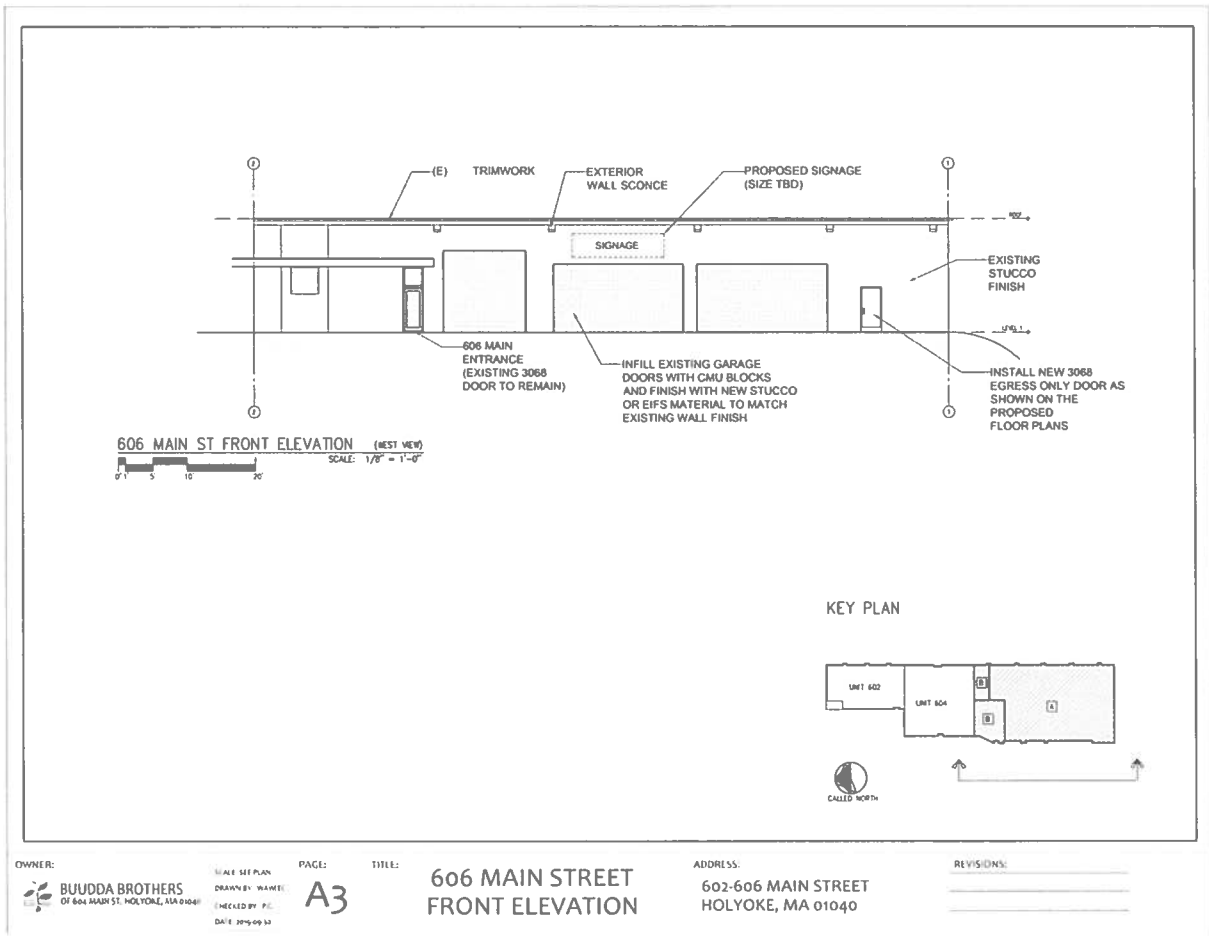
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PROPOSED PLAN**

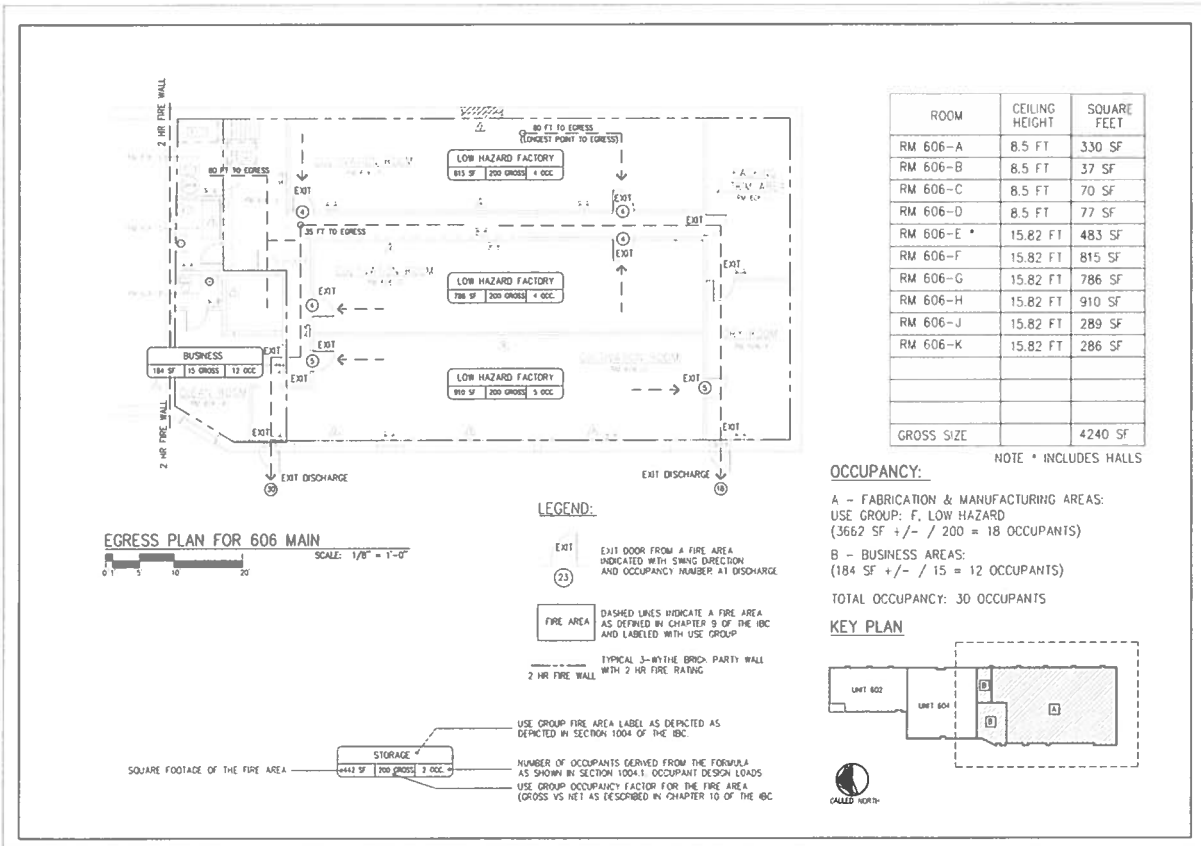
ADDRESS: **602-606 MAIN STREET
HOLYOKE, MA 01040**

REVISIONS:









OWNER: BUDDA BROTHERS
OF 606 MAIN ST. HOLYOKE, MA 01040

SCALE: SEE PLAN
DRAWN BY: WAMTEC
CHECKED BY: P.E.
DATE: 10/29/09

PAGE: **A4**

TITLE: **606 MAIN STREET
OCCUPANCY PLAN**

ADDRESS: 602-606 MAIN STREET
HOLYOKE, MA 01040

REVISIONS:

11. Other items.

Ventilation

BB's facility will be ventilated in such a manner that no pesticide, insecticides or other chemicals or products used in the cultivation, processing, or retail are dispersed into the outside atmosphere. No odor from BB's marijuana cultivation, processing or retail will be detected by a person with an unimpaired and other otherwise normal sense of smell at any adjoining use or adjoining property to its facility. BB will use multiple methods such as but not limited to oscillated fans, and various filtration systems. The air within the facility will be pulled into a pre-filter, which will contain carbon. The air will then flow from the filter through the inline ventilation fan with variable speed controls. Attached to each inline there will be a duct that will be ran to the north side of the building. It will be there where the air will be filtered once more from a Multi-pro Air scrubbing filtration system and sent out into the atmosphere free from chemicals and odor.

Reporting.

BB will comply with all CCC regulations for the recording, storage, and provision of required information, such as shipping manifests, visitor logs, and returned product. Additionally, prior to issuance of a Special Permit, BB will provide to the Holyoke Police Department, Fire Department, Building Commissioner, and Board of Health, the names, phone numbers, mailing and email addresses of all management staff and key holders, including at least (2) operators of the Site who will be designated contact persons (Justin Pagan – CEO & John Toro – COO) to whom notice should be made if there are operating problems associated with the Site or its use. Such information shall be updated as needed.

The designated contact person will notify the Holyoke Police Department, Fire Department, Building Commissioner, and Board of Health in writing at least thirty (30) days prior to any change in ownership or management of the Site, and within twelve (12) hours following a violation, a potential violation, or any attempts to violate applicable law, or any criminal, potential criminal, or attempted criminal activities at the Site.

A BB's representative will file an annual report to the City clerks office no later than January 31st of each year, providing a copy of all current applicable state licenses for the establishment and/or its owners and demonstrating continued compliance with the conditions of the Special Permit.

A designated contact person will respond by phone or email within twenty-four (24) hours of the time of contact and inquiry regarding operations at the Site by a city official.

Waste.

BB will implement a waste disposal program for the safe and proper disposal of expired, unused, damaged, contaminated, and recalled cannabis and cannabis products as well as any other waste containing cannabis or cannabis products. Waste consisting of cannabis or cannabis products will be transported to a third party waste disposal company and properly disposed of pursuant to 935 MASS. CODE REGS. 500.105(12). Prior to being transported to the third part waste disposal company, waste containing recreational marijuana or marijuana products will be segregated from products in inventory and stored under video surveillance.

Delivery.

BB will deliver cannabis and cannabis products from multiple vendors (cultivation facilities) to Holyoke on a regular basis, depending on the needs of the dispensary. Deliveries will occur at random times using random routes. Transportation policies and procedures are described in full detail in the On-Site Operations plan.

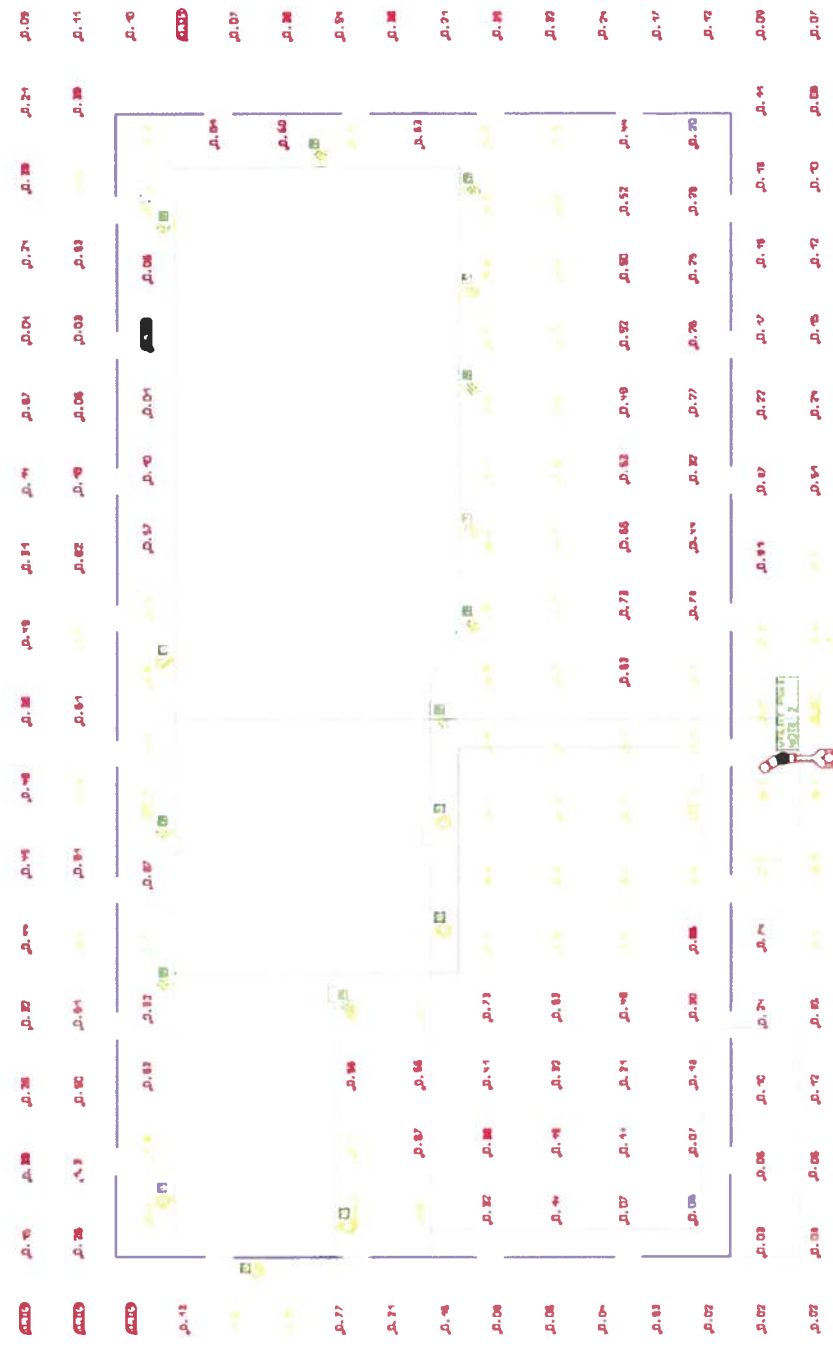
12. Photometric and Lighting Plan.

Attached below are the electrical layout plans.

2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

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1. ALL DIMENSIONS ARE IN METERS.
 2. ALL DIMENSIONS ARE TO FACE UNLESS SPECIFIED OTHERWISE.



EXTRUSION LIGHTING LAYOUT

EXTRUSION LIGHTING LAYOUT

EXTRUSION LIGHTING LAYOUT

NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	EXTRUSION LIGHTING LAYOUT			
2	EXTRUSION LIGHTING LAYOUT			
3	EXTRUSION LIGHTING LAYOUT			
4	EXTRUSION LIGHTING LAYOUT			
5	EXTRUSION LIGHTING LAYOUT			
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7	EXTRUSION LIGHTING LAYOUT			
8	EXTRUSION LIGHTING LAYOUT			
9	EXTRUSION LIGHTING LAYOUT			
10	EXTRUSION LIGHTING LAYOUT			