



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

OFFICE OF CITY CLERK

Date: November 17, 2022

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

From: City Clerk/Administrative Assistant to City Council

From Small Wonder Cultivation LLC updated plans and documents for proposed marijuana establishment located at 109 Lyman St received by City Council on October 4, 2022 agenda.

Small Wonder Cultivation LLC Team:

Vivian Gaz 3905 Ardleigh Drive Wilmington, DE 19807

Jacob Gaz 3905 Ardleigh Drive Wilmington, DE 19807

Business address:

109 Lyman Street Holyoke, MA 01040

Small Wonder Cultivation, LLC
109 Lyman Street
Holyoke, MA 01040
October 11, 2022

Memorandum for Record-Site Control Attachment C

As per 7.10.6 Application Procedure and Requirements

c) Evidence that the Applicant has site control and right to use the site for a marijuana establishment in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.

Enamel Properties LLC with an effective date of December 8, 2006 lists Vivian E Gaz as the sole registered agent as filed in the state of Delaware. See attachment C-1.

Enamel Properties LLC purchased 109 Lyman Street Holyoke, MA 01040 with a settlement date of January 8, 2021. See attachment C-2.

Small Wonder Cultivation, LLC was established on January 20, 2021 with Vivian E. Gaz listed as the Manager. See attachment C-3.

I, Vivian E. Gaz, do hereby allow Small Wonder Cultivation, LLC to operate at the 109 Lyman Street Holyoke, MA 01040 for the purposes of marijuana cultivation.

Point of contact for this is Vivian E. Gaz at vivianegaz@gmail.com or 443 553 1150.

Name: Vivian E. Gaz

Title: Owner

Signature: *Vivian E. Gaz*

Date signed: 10/11/2022

Pamela Aileen Reich-Lashbrook 10/11/2022



C-1

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:00 AM 12/11/2006
FILED 11:00 AM 12/11/2006
SRV 061128289 - 4265589 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

- **First:** The name of the limited liability company is Enamel Properties LLC
- **Second:** The address of its registered office in the State of Delaware is 715 Nottingham Road, Newark, DE 19711, New Castle County in the City of Newark. The name of its Registered agent at such address is Vivian E. Gaz
- **Third:** (Use this paragraph only if the company is to have a specific effective date of dissolution: "The latest date on which the limited liability company is to dissolve is _____")
- **Fourth:** (Insert any other matters the members determine to include herein.)
Neither the members, managers, employees, nor agents of the company shall be personally liable for any debt, obligation, or liability of the company nor of any other member, manager, employee or agent of the company. Neither shall the company be liable for any debts, obligations, or liabilities of any member, manager, employee or agent

In Witness Whereof, the undersigned have executed this Certificate of Formation this 8th day of December, 2006

By 
Authorized Person(s)

Name: Chris Morshon, Organizer
Typed or Printed

C-2

Bk 23638 Pg395 #1721
01-08-2021 @ 03:37p

Property Address:

109 Lyman Street
Holyoke, MA

MASSACHUSETTS STATE EXCISE TAX
HAMPDEN COUNTY REGISTRY OF DEEDS
Date: 01-08-2021 @ 03:37pm
CtL#: 1763 Doc#: 1721
Fee: \$2,280.00 Cons: \$500,000.00

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **MAKAJO REALTY, LLC**, a Massachusetts Limited Liability Company, having a place of business at 131 Prynwood Road, Longmeadow, Hampden County, Massachusetts,

for consideration paid, and in full consideration of **FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) DOLLARS**

grants to **ENAMEL PROPERTIES, LLC**, a Delaware Limited Liability Company, having a place of business at 715 Nottingham Road, Newark, Delaware 19711.

with **WARRANTY COVENANTS**

The land in Holyoke, Hampden County, Massachusetts, bounded and described as follows:

PARCEL ONE:

Beginning at a point in the northerly line of Lyman, seventy feet (70') Westerly from the Westerly water line of the Second Level Canal; thence running

WESTERLY along the Northerly line of said Lyman Street two hundred four and Seventy-one-one-hundredths feet (204.71') to a point; thence running

- NORTHERLY at an included angle of $89^{\circ} 26'$, seventy-eight and fifty one-hundredths feet (78.50') to a point; thence running
- EASTERLY at an included angle of $90^{\circ} 34'$, two hundred three and ninety-three one-Hundredths feet (203.93) to a point; which point is seventy feet (70') from the Westerly line of said Second Level Canal; thence
- SOUTHERLY at an included angle of 90° seventy-eight and fifty one-hundredths feet (78.50') to the Northerly line of Lyman Street and the point of beginning, Containing 16,039 square feet, more or less.

Subject to the conditions, restrictions and reservations set forth in deed dated May 4, 1954 and recorded in Hampden County Registry of Deeds in Book 2308, Page 48.

PARCEL TWO:

Beginning at a point marked by a drill hole in a granite slab on the Westerly side of Gatehouse Road which point is seventy feet (70') Westerly of the water line of the Second Level Canal, and seventy-eight and 50/100 feet (78.50') Northerly of the Northerly side of Lyman Street; thence running

- WESTERLY at an included angle of 90° , one hundred seventy and 97/100 feet (170.97') to an iron pipe set in the ground; thence running
- NORTHERLY at an included angle of $89^{\circ} 24'$ nine and 48/100 feet (9.48') to an iron pipe set in the ground in the Westerly line of the premises conveyed by Holyoke Water Company to William Whithill et als by deed dated June 21, 1954 recorded in Hampden County Registry of Deeds, Book 2318, Page 330; thence running
- EASTERLY to and through the westerly wall of a one story brick building to a point at the southwestery end of an interior brick wall, which runs east to west, and continuing easterly about thirty-four and 92/100 feet (34.92') along

the southerly side of said interior wall to a point where said first named interior wall meet another interior brick wall which runs north and south; thence running

SOUTHERLY along the westerly side of said last mentioned wall, which runs north and south to a point where the westerly prolongation of the line of metal wall erected by said William Whithill et als, would meet said point; thence running

EASTERLY along said brick wall along the line of prolongation and thence along said aforementioned metal wall as determined by the top part thereof running along the southerly edge of the roof truss to which said metal wall is attached to the easterly wall of said one story brick building, which point is three and 58/100 feet (3.58') northerly from the first boundary hereof measured along said wall; thence continuing

EASTERLY to a point three and 58/100 feet (3.58') northerly from the point of beginning measured along westerly side of Gatehouse Road; thence running along the Westerly side of Gatehouse Road Southerly three and 58/100 feet (3.58') to the point of beginning, containing about eight hundred and eighteen square feet.

A steel channel affixed to a part of the roof truss along the southerly edge of which said metal wall is attached is held in common by grantors and the successors to William Whithill et als, their heirs, and assigns and shall remain as is unless it interferes with the demolition of the building or its use as hereafter provided.

Being a strip of land three and 58/100 feet (3.58') in width running along the enter southerly part of Parcel No. 5 upon a plan entitled "Land of D. Mackintosh & Sons Company, Holyoke, Massachusetts, dated March 15, 1954, A.A. Solander Engineer" recorded in said Registry of Deeds, Book of Plans 43, Page 30 plus another small parcel of land situated at the southwesterly corner of the remaining portion of said Parcel No. 5 measuring about five and 90/100 feet (5.90') from south to north and thirty-four and 92/100 feet (34.92') from east to west; containing 818 square feet, more or less.

Being part of the premises conveyed to said William Whithill et als be deed of Holyoke Water Company hereinbefore mentioned.

Said premises are conveyed together with all the rights and subject to all the obligations concerning right of way over courts and yards designated on said plan, sewer facilities, water mains, hydrants as are mentioned and defined in said deed of Holyoke Water Power Company to William Whithill et als.

Said description further includes part of a dyehouse also called herein "a one story brick building" a portion of which lies upon the granted premises and the remainder upon other land now or formerly of William Whithill et als, and the owners of each parcel shall be responsible for that part of the building standing on their land. Either party may demolish and remove his portion of said dyehouse where if joins the other without incurring any obligations of liability to the other, except that the work shall be done in good workmanlike manner. Either party may erect a wall of his land separating this part of the building at his own cost and expense without incurring obligations or liabilities to the other party.

Said premises are conveyed with the benefit of and subject to the conditions, restrictions and reservations contained in deed of Holyoke Water Power Company to Fred W. Hampson et ux, dated May 4, 1954 and recorded in Hampden County Registry of Deeds in Book 2308, Page 48, so far as the same may be applicable.

Being the same premises conveyed to the Grantor herein by deed of New-Mac Development Corporation dated March 7, 2007 and recorded in Hampden County Registry of Deeds in Book 16555, Page 174.

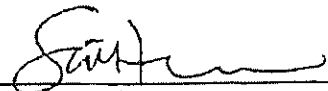
This Deed is given in the usual course of the Grantor's business and is not a conveyance of all or substantially all of the Grantor's assets in Massachusetts.

Executed as a sealed instrument this 7th day of January, 2021.

MAKAJO REALTY, LLC



Witness: Daniel D. Kelly

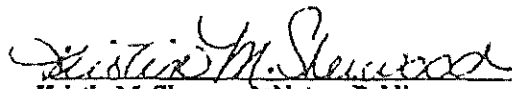


By: Scott A. Fearn
Its: Manager and Member


COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 7th day of January, 2021, before me, the undersigned notary public, personally appeared Scott A. Fearn as Manager and Member of Makajo Realty, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief and that he signed it voluntarily for its stated purpose in his capacity as Manager and Member of Makajo Realty, LLC.



Kristin M. Sherwood, Notary Public
My Commission Expires: May 13, 2027


KRISTIN M. SHERWOOD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 13, 2027

CHERYL A. COAKLEY-RIVERA, REGISTER
HAMPDEN COUNTY REGISTRY OF DEEDS
E-RECORDED

LIMITED POWER OF ATTORNEY

I, VIVIAN E. GAZ, MANAGER OF ENAMEL PROPERTIES LLC, do hereby make, constitute and appoint ATTORNEY THOMAS N. WILSON of 480 Hampden Street, Holyoke, Massachusetts, my true and lawful attorney, for it in his name, to sign any documents required by their mortgage lender in order to facilitate the sale of said real estate, including, but not limited to, required government forms concerning the transaction and the reporting of the sale to the Internal Revenue Service; to receive and disburse, on its behalf, the proceeds of the sale; and to do all other things necessary or convenient to accomplish the purchase of 109 Lyman Street, Holyoke, Hampden County, Massachusetts.

This power of attorney shall not be affected by the subsequent disability or incapacity of the principal(s).

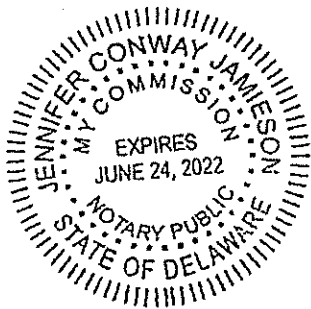
Executed as a sealed instrument this 8 day of January, 2021

Vivian E. Gaz
By: VIVIAN E. GAZ, MANAGER
ENAMEL PROPERTIES LLC

_____, SS

On this 8 day of January 2021, before me, the undersigned notary public, personally appeared, VIVIAN E. GAZ, MANAGER on behalf of ENAMEL PROPERTIES, LLC, a Delaware Limited Liability Corporation who proved his identity to me:

JG by personal knowledge of signatory for a period of time establishing beyond doubt that the individual has the identity claimed,
JG by taking the oath of credible witness, unaffected by this document or transaction, who has personal knowledge of signatory, said witness being personally known to me,
JG by satisfactory evidence of photographic identification of signatory, which was his/her current driver's license,
and swore to me to be the person(s) whose name is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.



Jennifer Conway Jameson
Notary Public
My Commission Expires: 6/24/2022

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, SS.

On this 7th day of January, 2021, before me, the undersigned notary public, personally appeared **Scott A. Fearn**, as Member of **Makajo Realty, LLC**, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Kristin M. Sherwood, Notary Public
My Commission Expires: 5/13/2027



KRISTIN M. SHERWOOD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 13, 2027

C-3



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

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

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001482068

The date of filing of the original certificate of organization: 1/20/2021

1.a. Exact name of the limited liability company: SMALL WONDER CULTIVATION, LLC

1.b. The exact name of the limited liability company as amended, is: SMALL WONDER CULTIVATION, LLC

2a. Location of its principal office:

No. and Street: 109 LYMAN STREET, UNIT 8
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: THOMAS N. WILSON
No. and Street: 480 HAMPDEN STREET
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	VIVIAN GAZ	109 LYMAN STREET, UNIT 8 HOLYOKE, MA 01040 USA
MANAGER	JACOB A. GAZ	109 LYMAN STREET, UNIT 8 HOLYOKE, MA 01040 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	VIVIAN GAZ	109 LYMAN STREET, UNIT 8 HOLYOKE, MA 01040 USA
REAL PROPERTY	JACOB A. GAZ	109 LYMAN STREET, UNIT 8 HOLYOKE, MA 01040 USA

9. Additional matters:

10. State the amendments to the certificate:

WE HAVE CHANGED THE MANAGERS AND MEMBERS OF THIS LLC

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

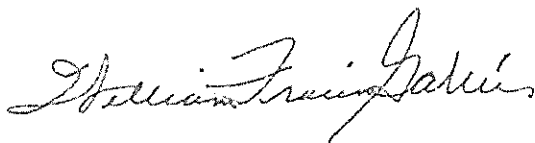
SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of April, 2022,
VIVIAN E. GAZ, Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

April 04, 2022 04:04 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MASSACHUSETTS COMMERCIAL LEASE AGREEMENT

I. **The Parties.** This Commercial Lease Agreement ("Agreement") made this 11th June, 2022 by and between:

Landlord: Ernest Properties LLC [Landlord's Name], of 3905 Ardleigh Drive, Wilmington DE 19807 [Landlord's Street Address], State of Delaware, ("Landlord")

AND

Tenant: Small Wonder Cultivation [Tenant's Name], of 109 Lyman St, Holyoke MA 01040 [Tenant's Street Address], State of Mass, ("Tenant"). Collectively, the Landlord and Tenant shall be referred to herein as the "Parties".

The Parties agree as follows:

II. **DESCRIPTION OF LEASED PREMISES.** The Landlord agrees to lease to the Tenant the following described 23,652 square feet (SF) of Light Industrial [Type of Space] located at 109 Lyman St, Holyoke [Property Street Address], State of Massachusetts.

Additional Description: _____

Hereinafter known as the "Premises".

III. **USE OF LEASED PREMISES.** The Landlord is leasing the Premises to the Tenant and the Tenant is hereby agreeing to lease the Premises for the following use and purpose: discussin of Tennant based on zoning rules

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Landlord only.

IV. **TERM OF LEASE.** The term of this Lease shall be for a period of 5 year(s) 0 month(s) commencing on the 1 day of Jan, 2022 and expiring at Midnight on the 31 day of December, 2027. ("Initial Term")

V. **BASE RENT.** The net monthly payment shall be \$1000 (One thousand) dollars (\$ 1000.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the _____ day of each month ("Base Rent"). Rent payment for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

VI. **OPTION TO RENEW:** (check one)

- Tenant may not renew the Lease.

- Tenant may have the right to renew the Lease with a total of 5 renewal period(s) with each term being 5 year(s) 0 month(s) which may be exercised by giving

written notice to Landlord no less than 60 days prior to the expiration of the Lease or renewal period.

Rent for each option period shall: (check one)

- Not increase.

- Increase as calculated by multiplying the Base Rent by the annual change in the Consumer Price Index (CPI) published by the Bureau of Labor Statistics by the most recent publication to the option period start date.

- Increase by ____%

- Increase by _____ dollars (\$_____)

VII. EXPENSES. [Check and Initial whether this Lease is Gross, Modified Gross, or Triple Net (NNN)]

N/A

- **GROSS.** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease be considered a "Gross Lease" and as such, the Base Rent is the entirety of the monthly rent. Therefore, the Tenant is not obligated to pay any additional expenses which includes utilities, real estate taxes, insurance (other than on the Tenant's personal property), charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Landlord shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Landlord including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Landlord shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Tenant will provide and maintain personal liability and property damage insurance as a tenant, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Landlord as an "also named insured", and shall provide the Landlord with a copy of such insurance certification or policy prior to the effective date of this Lease.

N/A

- **MODIFIED GROSS.** Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease".

In addition to the Base Rent, the Tenant shall be obligated to pay the following monthly expenses: _____

Landlord shall pay the following monthly expenses: _____

- **TRIPLE NET (NNN)**. Tenant's Initials VBO Landlord's Initials VBB

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease".

- I. **Operating Expenses.** The Landlord shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Tenant hereby agrees to pay one-hundred percent (100%) of any and all Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Landlord of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.
- II. **Taxes.** Tenant shall pay, during the term of this Lease, the real estate taxes including any special taxes or assessments (collectively, the "taxes") attributable to the Premises and accruing during such term. Tenant, at Landlord's option, shall pay to Landlord said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Tenant does not make any tax payment required hereunder, Tenant shall be in default of this Lease.
- III. **Insurance.** Tenant shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the State in which the Premises is located and that is satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than 1,800,000 1 Million dollars (\$ 1,800,000) for injury to or 1 Million dollars (\$ 1,800,000) death of persons and 1 Million dollars (\$ 1,800,000) for property damage. During the Term of this Lease, Tenant shall furnish the Landlord with certificate(s) of insurance, in a form acceptable to Landlord, covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insured.

VIII. SECURITY DEPOSIT. In addition to the above, a deposit in the amount of None dollars (\$ N/A), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Landlord in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Landlord.

IX. LEASEHOLD IMPROVEMENTS. The Tenant agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any

attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Landlord in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Landlord at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Tenant makes any improvements to the Premises the Tenant shall be responsible payment, except the following N/A

Nothing in the Lease shall be construed to authorize the Tenant or any other person acting for the Tenant to encumber the rents of the Premises or the interest of the Tenant in the Premises or any person under and through whom the Tenant has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Tenant be construed to be the agent, employee or representative of Landlord. In the event a lien is placed against the Premises, through actions of the Tenant, Tenant will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Tenant fails to have the Lien removed, the Landlord shall take steps to remove the lien and the Tenant shall pay Landlord for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

X. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Tenant which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Landlord and/or their agents or any local, state, or federal officials upon demand.

XI. OBLIGATIONS OF TENANT. The Tenant shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Tenant shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Tenants, or their employees, can do and perform on their own, including but not limited to, the replacement of light bulbs, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Tenant shall properly maintain the Premises in a good, safe, and clean condition. The Tenant shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Tenant, their employees, agents, business invitees, or any independent contractors serving the Tenant or in any way as a result of Tenant's use and occupancy of the Premises, then the Tenant shall be primarily responsible for seeing that the proper claims are placed with the Tenant's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Landlord, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Tenant.

The Tenant shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Tenant or her guests or invitees. Furthermore, the Tenant shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Tenant shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

XII. INSURANCE. In the event the Tenant shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Landlord may, but shall not be required to, obtain the same and charge the Tenant for same as additional rent. Furthermore, Tenant agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Tenant, then Tenant shall pay to Landlord, upon demand, such increase in insurance premium as shall be caused by said use or Tenant's proportionate share of any such increase.

XIII. SUBLET/ASSIGNMENT. The Tenant may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Landlord.

XIV. DAMAGE TO LEASED PREMISES. In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Tenant and which precludes or adversely affects the Tenant's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Tenant and until the demised Premises have been put in a condition at the expense of the Landlord, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Landlord's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XV. DEFAULT AND POSSESSION: In the event that the Tenant shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Landlord may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Tenant's personal property, equipment or fixtures left on the Premises which items may be held by the Landlord as security for the Tenant's eventual payment and/or satisfaction of rental defaults or other defaults of Tenant under the Lease. It is further agreed, that if the Tenant is in default, that the Landlord shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be

deemed to constitute irreparable harm and injury to the Landlord in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Landlord may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Tenant's, at the Tenant's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Tenant's property, including the storage of the same, under reasonable terms and conditions at Tenant's expense, and, in addition, it is understood that the Landlord may sue the Tenant for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 5 days after due date shall accrue a payment penalty of one of the following:

(check one)

- Interest at a rate of _____ percent (____%) per annum on a daily basis until the amount is paid in full.

- Late fee of One hundred dollars (\$ 100.00) per day until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

XVI. INDEMNIFICATION. The Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Tenant's use and occupancy of the Premises, and further shall indemnify the Landlord for any losses which the Landlord may suffer in connection with the Tenant's use and occupancy or care, custody and control of the Premises. The Tenant also hereby covenants and agrees to indemnify and hold harmless the Landlord from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Landlord is not aware of at the signing of the lease or at any time during the lease term.

XVII. BANKRUPTCY - INSOLVENCY. The Tenant agrees that in the event all or a substantial portion of the Tenant's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Tenant make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Tenant institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Landlord hereunder or by law provided, it shall be lawful for the Landlord to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Tenant shall have no further claim thereon.

XVIII. SUBORDINATION AND ATTORNMENT. Upon request of the Landlord, Tenant will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Landlord under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Tenant shall not be in default under the terms of this Lease. Tenant agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

XIX. MISCELLANEOUS TERMS.

- I. Usage by Tenant: Tenant shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Tenant shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Tenant allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Tenant shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.
- II. Signs: Tenant shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Landlord's prior written consent and the approval of the City of Holyoke [Municipality]. Thereafter, Tenant agrees to maintain such sign or advertising matter as first approved by Landlord in good condition and repair. Furthermore, Tenant shall conform to any uniform reasonable sign plan or policy that the Landlord may introduce with respect to the building. Upon vacating the Premises, Tenant agrees to remove all signs and to repair all damages caused or resulting from such removal.
- III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.
- IV. Condition of Premises/Inspection by Tenant: The Tenant has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Landlord makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Landlord shall not be liable for any latent or patent defect therein. Furthermore, the Tenant represents that Tenant has inspected the

Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

- V. **Right of Entry:** It is agreed and understood that the Landlord and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Landlord under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XX. ESTOPPEL CERTIFICATE. Tenant at any time and from time to time, upon at least ten (10) days prior notice by Landlord, shall execute, acknowledge and deliver to Landlord, and/or to any other person, firm or corporation specified by Landlord, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Landlord under this Lease and, if so, specifying each such default.

XXI. HOLDOVER. Should Tenant remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Landlord so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXII. WAIVER. Waiver by Landlord of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

XXIII. GOVERNING LAW. This Lease shall be governed by the laws of the State of Massachusetts.

XXIV. NOTICES. Payments and notices shall be addressed to the following:

Landlord
Enamel Properties LLC.
3905 Ardleigh Drive
Wilmington, DE 19807

Tenant
Small Wonder Cultivation LLC.
109 Lyman Street
Holyoke, MA 01090

XXV. AMENDMENT. No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVI. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Landlord and the Tenants and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 1 day of June, 2022.

Landlord's Signature

Vivian E Gay

Printed Name

Vivian E Gay

Tenant's Signature

Vivian E Gay

Printed Name

Vivian E. Gay

Tenant's Signature

N/A

Printed Name

N/A

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Maryland
COUNTY OF Prince Georges

On this 11th day of June, 2022, before me appeared Vivian E Gay, as **LANDLORD** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

[Signature]

Notary Public

My Commission Expires: 7-27-23

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Maryland
COUNTY OF Prince Georges

On this 11th day of June, 2022, before me appeared Vivian E Gay, as **TENANT(S)** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

[Signature]

Notary Public

My Commission Expires: 7-27-23

Small Wonder Cultivation, LLC
109 Lyman Street
Holyoke, MA 01040
October 11, 2022

Memorandum for Record-Attachment D

As per 7.10.6 Application Procedure and Requirements

d) A notarized statement signed by the marijuana establishment organization’s Chief Executive Officer and corporate attorney disclosing all of its designated owners, including officers, directors, partners, managers, or other similarly situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.

Small Wonder Cultivation, LLC with principal office located at 109 Lyman Street, Unit 8 Holyoke, MA 01040 USA is a general character of business and is registered to render professional services in the cultivation and agriculture sector effective 18 January 2021.

The name and address of the owner is:

Vivian E. Gaz 109 Lyman Street, Unit 8 Holyoke, MA 01040 USA

The name and address of each manager is:

Vivian E. Gaz 109 Lyman Street, Unit 8 Holyoke, MA 01040 USA
Jacob A. Gaz 109 Lyman Street, Unit 8 Holyoke, MA 01040 USA

The name of additional personnel authorized to execute documents to be filed with the Corporations Division, at least one shall be named if there are no managers.

None

The name and business address of the persons authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Vivian E. Gaz 109 Lyman Street, Unit 8 Holyoke, MA 01040 USA
Jacob A. Gaz 109 Lyman Street, Unit 8 Holyoke, MA 01040 USA

There are no additional officers, directors, partners affiliated with Small Wonder Cultivation, LLC. Point of contact for this document is Vivian E. Gaz at vivianegaz@gmail.com or 443 553 1150.

Name: Vivian E. Gaz
Title: Owner
Signature: *Vivian E. Gaz*
Date signed: 10/11/2022

Pamela Aileen Reich-Lashbrook 10/11/2022



Small Wonder Cultivation, LLC
109 Lyman Street
Holyoke, MA 01040
October 12, 2022

Memorandum for Record- Positive Impact Plan Attachment F

**Positive Impact Plan
Direct and Indirect Community Benefits**

Small Wonder Cultivation, LLC hopes to bring several benefits to the Holyoke community. The City of Holyoke will receive a state-mandated community impact fee of up to 3% of gross revenues. This fee serves to compensate the city for additional costs incurred because of our operations. We will create up to 5 well compensated job opportunities, to which Holyoke residents will, in accordance with our Host Community Agreement, be given priority.

In addition, Small Wonder Cultivation, LLC as a condition of our licenses, will execute a Positive Impact Plan. This plan is designed to create pathways to participation in the licensed cannabis industry for those adversely affected by the War on Drugs through personal or parental incarceration, or through residence in the state-defined that Are of Disproportionate Impact. Our LLC plans to execute a staffing plan which includes diversity with an emphasis on minorities, veterans, women, and the LGBTQ+ community.

Small Wonder Cultivation, LLC plans to establish a relationship with the Veterans of Foreign War (VFW) located at 50 Saint Kolbe Drive #351 Holyoke, MA 01040. This initiative serves to positively impact the local community of veterans who have served.

There are no additional officers, directors, partners affiliated with Small Wonder Cultivation, LLC. Point of contact for this document is Vivian E. Gaz at vivianegaz@gmail.com or 443 553 1150.

Name: Vivian E. Gaz

Title: Owner

Signature: *Vivian E. Gaz*

Date signed: 10/12/2022

Pamela Aileen Reich-Lashbrook 10/12/2022





City of Holyoke

CITY TREASURER & TAX COLLECTOR

In accordance with Section 82-3 of the City Ordinance, specifically:

(c) In addition to the requirements of [M.G.L.] c. 40 § 57, every city board, department, authority or commission issuing licenses or permits in the city shall certify with the tax collector and the treasurer that all taxes, fees, and assessments are current, prior to issuing any license or permit, and that all tax agreements are being complied with.

(Code 1972, § 11-1(a); Ord. of 12-16-03 [4th amd.], § 1)

Cross references: Licenses and permits of delinquent taxpayers, § 2-7.

State law references: Local licenses and permits, denial, revocation or suspension for failure to pay municipal taxes or charges, M.G.L.A. c. 40, § 57.

I state that I have reviewed the following and as of the date of this letter the following is true and accurate.

Current	Outstanding	Type
✓	_____	Real Estate
N/A	_____	Personal Property
N/A	_____	Excise
_____	_____	Tax Title
_____	_____	Municipal Fees

Comments:

Applicant:

Address:

Property Owner:

Respectfully

[Signature]
City Treasurer

[Signature]
Tax Collector

Date: 04 / 17 / 20 12

REV05/2012

Small Wonder Cultivation, LLC
109 Lyman Street
Holyoke, MA 01040
October 25, 2022

Memorandum for Record – Details Sheet

As per Section 7.10.6.2(d):

- Payment markings-as per the site plan drawings
- Lighting fixtures-mounted on the exterior and in coordination with the security plan.
- Fencing- fencing to be installed around the perimeter of the mechanical units.
- Dumpster enclosure- will be monitored by CCTV and not contain any cannabis product or product specific waste
- Signs: (temporary and permanent)-appropriate signs will be displayed in accordance with the local ordinance when appropriate before, during and after construction.
- Other improvements-general site appearance will be enhanced given the current building state.

As per Section 7.10.6.3(e):

Requirement: A description of all activities to occur on site, including but not limited to cultivating and processing of marijuana and marijuana infused products (MIPs), on-site sales, delivery of marijuana and related products to off-site facilities, offsite direct delivery to patients, distribution of educational materials, and other programs or activities.

Response:

**Proposing to operate a Marijuana Manufacturing Establishment
Tier 1 indoor cultivation 0-5000 sf
No retail or public operations at the establishment**

cultivation: **growing only**

Additional information is as follows:

- The sealed indoor environment provides the grower with the most control possible. This will help promote consistency since the room will be optimized for efficiency and autonomous production.
- Full-spectrum adjustable LED lights will be used for flowering, veg, mother plants, and clones to maintain state-required watts to square foot compliance
- Ground-mounted HVAC units will provide the space with heating and cooling

- (2) 144,000 BTU Mitsubishi R2 units with "Hyper Heating Technology" will be able simultaneously to heat and cool separate zones from the same unit drawing the least possible load
- Supplemental wall-mounted fans will be utilized to help disperse heat from the lights and create a gentle flow throughout the room to keep the lower sections of plants mold-free.
- The plants will be sitting on flood tables to capture all runoff for proper disposal.
- We will utilize an adjustable low-pressure drip system to irrigate/feed the plants to keep runoff to a minimum.
- Separate dehumidifiers will be used to keep the humidity under control without drawing power from the HVAC system.
- A master controller will keep the room running autonomously in conjunction with the grower/growing team.
- All rooms that contain cannabis will be under 24/7 video surveillance
- All doors leading into rooms with cannabis will have security door contacts that require keycard swipe access
- Small Wonder Cultivation LLC will adhere to the Commonwealth's METRC system, a third-party regulatory cannabis system to track every plant from seed to sale in Massachusetts. All licensees in Massachusetts must use METRC to track all marijuana products that are cultivated, manufactured, transported, tested, and sold throughout the Commonwealth.
- Processing of marijuana and marijuana infused products (MIPs)- not applicable
- On-site sales-not applicable
- Delivery of marijuana and related products to off-site facilities-not applicable
- Offsite direct delivery to patients, distribution of educational materials, and other programs or activities-not applicable.

As per Section 7.10.6.4.(g)

Details. Detail sheets including, but not limited to, pavement markings, lighting fixtures, fencing, dumpster enclosures, sally port(s), signage (temporary and permanent), and any site improvements included in plans a- f above.

- **Pavement markings-will comply with local ordinances**
- **Lighting fixtures-facility lighting is designed on the security plan and will be sufficient to provide security while also keeping the amount of light spillover to a minimum.**
- **Fencing- the only fencing is to be install around the perimeter of the mechanical units and the dumpster.**
- **Dumpster enclosure: Our dumpster will be monitored and enclosed with the CCTV and will only contain non marijuana related items. Note: Physical cannabis waste will be stored within the monitored vault and disposed of by an approved waste management contractor.**
- **Sally port: The sally port entrance will be protected with removable Anti-Ram Bollards. General deliveries will enter via the sally port and include but are not limited to: Offices supplies; break room supplies; and packaging and labeling supplies. All marijuana products will enter via the sally port. Vehicles are required to pull directly into the building (secure loading area). Products, nutrient, and waste are anticipated**

to take place 3-5x per week. Days and times will be randomized to prevent theft and diversion.

- **Signage-all temporary and permanent signs will comply with local ordinances and permits will be applied for in advance.**

Other improvements or comments:

- The design incorporates physical security elements with supporting policies and procedures for the security, diversion, and distribution of product.
- A commercial security company has provided a detailed design and build a state-of-the-art security system which incorporates both CCTV, panic buttons, video feeds, intrusion alarm systems with motion detectors and direct communication to law enforcement.
- The facility will be monitored via 24/7 with the following:
 - Electronic key card access
 - Video feed to the local law enforcement
 - Product vault with panic alarms
 - Intrusion alarm systems with motion detectors

Other Concern noted and address below:

Small Wonder Cultivation will adhere to all the Cannabis Commission Controls rules when it comes to storage of cannabis material. This includes but is not limited to:

- Finished flower
- Trimming
- Any tools or equipment that contains marijuana residue

Small Wonder Cultivation will store its cannabis in the vault that will be monitored by 3 security cameras within the physical vault as well as full surveillance to all possible approaches to the vault. The vault will contain a "PB" as indicated on our security plans, meaning a "panic button", that will trigger the alarm and notify police. The door to enter the vault will be a "Full Access Door" meaning only certain agents will be able to open the door with their respective agent card.

Finished marijuana products:

Product will be prepared for customer pickup. Transport of product will be via the use a licensed transport vehicle during random times and this will occur inside the sally port entrance. This product is not intended for direct consumption by users but rather is sold to a company who will in turn finish processing to make a final product.

Products will be secured on site via the electronic systems in place (access cards, intrusion devices etc). There is also a vault inside the building with 2 layers of protection.

Growth-standard growing methods will be used which incorporate energy efficient systems.

CO2 monitors will be in the grow room and will follow the NBIC and IFC to include the appropriate warning signs. Small Wonder staff will work with the fire marshal and inspector to ensure all safety components are met. Daily continuous monitoring will be maintained.

CO2 tanks will be secured on a Sally Port wall (3 each 100# tanks projected based on need). They will be stored away from any combustible materials.

Leased space-The tenant will not have access to the facility other than their designated space. Access will be restricted, and the tenant has their own designated entrance.

Massachusetts accessibility codes-this does not apply as this is not a public use building.

Point of contact for this document is Vivian E. Gaz at vivianegaz@gmail.com or 443 553 1150.

Name: Vivian E. Gaz

Title: Owner

Signature: Vivian E. Gaz

Date signed: October 28, 2022

Small Wonder Cultivation, LLC
109 Lyman Street
Holyoke, MA 01040
October 25, 2022

Memorandum for Record-Development Impact Statement

As per Section 7.10.6.3(g) of section 10.1.6.1. (a to i):

Development Impact Statement:

- a. Summarize the content of the site plans and set forth the development schedule;
The site will be a Tier 1 grow facility with no retail operations located at 109 Lyman Street. The plans detail the scope of the buildout inside the building and will follow all city ordinances. The development schedule will not commence until all permits have been approved.
- b. Project the economic benefits and liabilities of the proposed development.
The benefits include repurposing an old vacant warehouse building in the heart of the town into a revenue generating business in which the tax profits will benefit the city. The employees will be active members of the community earning and spending where they live and work. The liabilities that could exist center around the business of marijuana, which include both security and odor. With respect to security, our plans will be approved by the police chief and incorporate the technology to include but are not limited to alarms, panic buttons, CCTV, intrusion devices and door control access readers. With respect to the odor, all necessary precautions will be taken as set forth by the city, including activated-carbon filter units in rooms containing the plants and material.
- c. Detail the demands which will be placed on city services and infrastructure by the proposed development:
 - a. **Full-spectrum adjustable LED lights will be utilized for flowering, veg, mother plants, and clones that will maintain state-required watts to square foot compliance threshold.**
 - b. **Ground-mounted HVAC units will provide the space with heating and cooling: (2) 144,000 BTU Mitsubishi R2 units with "Hyper Heating Technology" will be able simultaneously to heat and cool separate zones from the same unit drawing the least possible load. The units, located at the rear of the property, will be surrounded by fencing to mitigate the noise.**
 - c. **Power and water usage-initial reports and surveys indicate that there will not be a significant demand. Water supply is plentiful as that was a leading reason that Holyoke invited this industry due to the availability of water. Water usage is closely monitored to provide the exact level of hydration and nutrition and minimize run-off. All waste disposals will be process in compliance with local ordinances. Normal solid waste will be held in a fenced and secured dumpster, monitored by CCTV. Cannabis waste (growing media, nutrients, and plant material) will be secured in the vault and removed only by a licensed operator. All waste will be processed as per the Mass CCC 935 CMR.**

- d. Explain 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; **The City has, just recently, upgraded the street side of 109 Lyman, including: regraded, repaved with new parking, sidewalks, and decorative lighting added. Heavily vegetation buffers are not encouraged by the CCC. Non-paved areas facing Lyman Street will be loamed and seeded.**
- e. Demonstrate the consistency and compatibility of the proposed development with the existing master plan or similar documents; **Small Wonder will contribute to the development of the Holyoke Master Plan by; preserving, cleaning, and remodeling an historic building and site, providing monitored secure environment, help develop a top notch workforce, and promote business growth.**
- f. Account for the impact of the proposed development on all streets and intersections adjacent to or within one-fourth (1/4) mile of the project boundaries or other such distance as may be approved by the Planning Board. **Traffic impact is negligible (see associated document). All planning by the design & development team will be in accordance with the local zoning ordinances.**
- g. Detail adequate 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; **The Lyman Street was recently regraded, repaved and disturbed non-paved area were reseeded.**
- h. Assure that 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; **The lighting plan balances the need to provide security while minimizing light spillover, all wall-mounted fixtures are hooded and down-facing. Motion sensors are a part of the lighting plan. This security plan has been approved by the chief of police.**
- i. Assure that all permits or licenses that may be required by federal, state, or local law have been obtained, or will be obtained before construction begins. **All permits will be obtained prior to construction.**

Point of contact for this document is Vivian E. Gaz at vivianegaz@gmail.com or 443 553 1150.

Name: Vivian E. Gaz

Title: Owner

Signature: Vivian E. Gaz

Date signed: October 25, 2022

Small Wonder Cultivation, LLC
109 Lyman Street
Holyoke, MA 01040
October 25, 2022

Memorandum for Record-Traffic Impact Statement

As per Section 7.10.6.3(h) of section 10.1.6.2:

Traffic Impact Statement. The purpose of this section is to document existing traffic conditions in the vicinity of the proposed project, to describe the volume and effect of projected traffic generated by the proposed project, and to identify measures proposed to mitigate any adverse impacts on traffic. The traffic impact statement shall contain:

- a. The projected number of motor vehicle trips to enter or leave the site estimated for daily and peak hour traffic levels.
 - a. **Employees-2-4 per day (4-8 at maximum capacity).**
 - b. **Small truck deliveries: estimated at 3-5x per week maximum.**
- b. The projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by proposed use of the site. **We do not anticipate any changes or concerns given the very low # of vehicles which spread out during operational hours reduces the likelihood of congestion and traffic safety concerns.**
- c. Traffic flow patterns at the site including entrances and egresses; loading and unloading areas, and curb cuts on-site and within five hundred (500') feet of the site. **We do not anticipate any changes or concerns given the very low number of vehicles which spread out during operational hours reduces the likelihood of congestion and traffic safety concerns.**
- 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. **Same as above. We do not anticipate any changes or concerns given the very low # of vehicles which spread out during operational hours reduces the likelihood of congestion and traffic safety concerns.**
- 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. **We do not anticipate any changes or concerns given the very low # of vehicles which spread out during operational hours reduces the likelihood of congestion and traffic safety concerns.**

- f. An internal traffic and pedestrian circulation plan designed to minimize conflicts and safety problems. **We do not anticipate any changes or concerns given the very low # of vehicles which spread out during operational hours reduces the likelihood of congestion and traffic safety concerns.**
- g. Adequate pedestrian and bicycle access to adjacent properties and between individual businesses within a development. **New sidewalks and roadway completed in 2021-2022 on 109 Lyman Street which provide adequate access. All areas are accessible at this time and will be in the future. A new bicycle parking rack is planned.**
- h. Specific mitigation measures which alleviate impacts to the adjacent roadway network. **We do not anticipate any changes or concerns given the very low # of vehicles which spread out during operational hours reduces the likelihood of congestion and traffic safety concerns.**
- i. The Planning Board may require a detailed traffic study for higher-volume traffic generating uses, regardless of any MEPA action or waive.

Additional information:

- Tier 1 MME in the facility.
- The facility will not be open to the public, employees only.
- Small Wonder Employee parking on site is currently sufficient with 4 spots noted on the site drawings.
- A plumbing repair facility operates out of the Ground Floor as a tenant. It is a call center and supply storage facility. Employee parking on site is currently sufficient with 2 spots noted on the site drawings.

Point of contact for this document is Vivian E. Gaz at vivianegaz@gmail.com or 443 553 1150.

Name: Vivian E. Gaz

Title: Owner

Signature: Vivian E. Gaz

Date signed: October 25, 2022

PARKING REQUIREMENTS

HOLYOKE ZONING "TABLE OF OFF-STREET PARKING STANDARDS"

ADDRESS:	109 LYMAN STREET
ZONE:	GENERAL INDUSTRIAL (IG)
PRINCIPAL USE:	MARIJUANA CULTIVATION
PARKING CATEGORY:	D. INDUSTRIAL, 2. LIGHT MANUFACTURING
OFF STREET RQRMNT:	1 SPACE FOR EACH 4 EMPLOYEES
NUMBER REQUIRED:	8 (MAX) ON-SITE EMPLOYEES = 2 SPACES
ADDITION USE:	PLUMBING SERVICE (1,655 S.F. TENANT)
PARKING CATEGORY:	D. INDUSTRIAL, 4. DISTRIBUTION FACILITY
OFF STREET RQRMNT:	1 SPACE FOR EACH 2 EMPLOYEES
NUMBER REQUIRED:	4 ON-SITE EMPLOYEES = 2 SPACES
TOTAL NUMBER OFF-STREET SPACES REQUIRED:	4



**Holyoke Police Department
Inter-Governmental Correspondence**

TO: Mayor Joshua A. Garcia

FROM: David R. Pratt, Chief
Holyoke Police Department

SUBJECT: Small Wonder Security Plan 11/11/2022 Approved

DATE: NOVEMBER 11, 2022 **NUMBER:** 22-020

Sir,

I have received a comprehensive security plan from Small Wonder for the manufacturing, cultivation of cannabis at 109 Lyman Street.

The security plan includes the locations and details of all security measures for the site, including but not limited to lighting, waste disposal, alarms and similar measures ensuring the safety of their employees and the protection of the premises from theft or other criminal activity.

I have reviewed the comprehensive security plan pertaining to 935CMR 500.110 and/or 935 CMR 501.110.

The plan is a living document. Therefore, it shall be subject to periodic review and improvements, if necessary. I hereby approve of this submitted plan.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "David R. Pratt".

David R. Pratt
Chief of Police

DRP/hfl

cc: Captain Matthew Moriarty