



380 Dwight Street, Holyoke, MA 01040 (413) 394-5055

Operational Conditions Following the Issuance of Special Permit

Canna Provisions, Inc.
380 Dwight St., Holyoke, MA 01040
Parcel #21-01-003
Book/Page: 3786/225

In response to Notice Letter issued on 12/27/2022, by the Holyoke Office of Planning and Economic Development, please find attached an Annual Report of the RMRD Special Permit for Canna Provisions, Inc., located at 380 Dwight St., Holyoke, MA 01040.

Canna Provisions currently holds an active Recreational Marijuana Retail license with the Cannabis Control Commission of the Commonwealth of Massachusetts. License #MR281778, located at 380 Dwight St., is set to expire on 4/5/2023. The renewal application for this license has been submitted to the Commission as of 2/8/2023.

- 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 Special Permit.**
All applicable commercial property tax payments have been made for the prior year and will be made in the coming fiscal year.
- 2. That the business retains a minimum 30% Holyoke residents for non-security jobs.**
*Canna Provisions has made best efforts to retain a minimum 30% of Holyoke residents but has been unable to consistently maintain that number. Since being the first retail store to open in Holyoke, many of our first set of local hires have been poached for other retail cannabis jobs in Holyoke. Further, COVID 19 and the historically tight job market have had a significant impact on hiring. Please see attached **Employee Demographics (Exhibit A)** for your reference.*
- 3. That hiring preference is given to security personnel that are retired Holyoke Police or a retired member of another police department and now lives in the City of Holyoke.**
In 2021, the CPI Human Resources department reached out to the Holyoke Police Department with the goal of establishing a relationship that would allow us to recruit former officers. Despite our best efforts, we were unable to establish such a relationship. In the meantime, CPI has ensured that our door has remained open and we welcome all former law enforcement, especially those who are Holyoke residents. We currently employ two former law enforcement professionals. who make up the top two members of our Company security team.
- 4. That there be no public access to the building.**



380 Dwight Street, Holyoke, MA 01040 (413) 394-5055

In accordance with 500.110: Security Requirements for Marijuana Establishments and 7.10.5 (2) Marijuana Establishments; Physical Requirements, CPI has implemented security measures/protocols to ensure that the licensed premises located at 380 Dwight is not publicly accessible. Standard Operating Procedures regarding these security measures/protocols may be made accessible to the City of Holyoke upon request. Please find attached a **Construction Document Floor Plan (Exhibit B)** for use in referencing camera coverage and limited access areas within the licensed premises.

5. **That all waste removal be done by a licensed contractor.**

*All facility waste removal is done by USA Hauling & Recycling, a fully licensed waste hauler, in complete compliance with all applicable City, State, and Federal rules, requirements, and laws. Please find attached **Service Agreement (Exhibit C)** for your reference.*

6. **The hours of operation are Sunday through Wednesday 8 AM through 8 PM and Thursday through Saturday 8 AM to 11 PM.**

*Following the updated version of Section 7.10 Marijuana Facilities which was released in May 2021, CPI has extended its hours of operation to Monday through Wednesday 8am to 8pm, and Thursday through Sunday 8am to 11pm. Please see attached **CCC Correspondence (Exhibit D)** approving this operational change for your reference.*

7. **A dumpster enclosure will be provided with a screening of vegetation.**

*The exterior view into the establishment's dumpster enclosure is fully obscured by brown tube slat privacy inserts interwoven within the steel fencing. Due to the lack of exposed soil in the vicinity, to support screening vegetation, it was determined that the privacy slats are the best alternative approach. **Please see attached photo of CPI Dumpster (Exhibit E)** for your reference.*

8. **A Traffic Mitigation Plan will be developed and approved by the City Engineer as per letter dated June 2, 2019, prior to opening.**

*Given that CPI's Traffic Mitigation Plan has not changed since last annual report filing, please find attached **email correspondence with the City of Holyoke Engineer (Exhibit F)** reflecting the requirements for Canna Provisions' establishment have been satisfied and no further submittals are required, to-date.*



Documentation Demonstrating Progress or Success of our Plan for Positive Impact and Diversity Plan

Number of Employees from Areas of Disproportionate Impact 29

Percentage of Employees from Areas of Disproportionate Impact 25%

Number of Female Employees 46

Percentage of Female Employees 40%

Number of Minority Employees 25

Percentage of Minority Employees 22%

Number of Employees who are Veterans 3

Percentage of Employees who are Veterans 3%

Number of Employees who are Disabled 7

Percentage of Employees who are Disabled 6%

Number of Employees who identify as LGBTQ+ 16

Percentage of Employees who identify as LGBTQ+ 14%

Canna Provisions has held 2 Job Fairs in Holyoke at the Holyoke Mall and Holyoke Community College, advertising for these job fairs were placed on our website, social media, online through indeed, in store and through local news outlets.

Article about job fair:

<https://www.hcc.edu/about/news-events-and-media/news-stories/canna-fair-6-1-22>

Nine of our current vendors are Woman owned companies one vendor is a Veteran owned company. We were unable to identify any Marijuana Establishments that are owned by minorities, women, veterans, people who identify as LGBTQ+, and persons with disabilities. We expect this to change as more marijuana establishments become operational. We did however source products from a veteran led business, Bask, Inc., Freshly Baked and from Sira Naturals, Inc. Incubator Program. *CPI has doubled its percentage of LGBTQ+ hires since the last application.



P.O. Box 728
EAST WINDSOR, CT 06088
(860) 746-3200

Service Agreement

Exhibit C
Agreement: 78440
Chg Svc - Service Increase

Billing Information

Customer Name CANNA PROVISIONS		
Address 220 HOUSATONIC ST		
City LEE	State MA	Zip 01238
Phone (413) 225-4085	AP Contact ERIK WILLIAMS	
Email EWILLIAMS@CANNAPROVISIONSGROUP.COM		

Service Information

Tower ID: 1820750001

Customer Name CANNA PROVISIONS		
Address 380 DWIGHT ST		
City HOLYOKE	State MA	Zip 01040
Phone (508) 873-5734	Contact LUCY PERKINS	
Email LUCY@CANNAPROVISIONSGROUP.COM		

Service Specifications

Effective Date Sep 30, 2021

Contract Term 60 months

Qty	Service Type	Frequency	Service Rate
1	4YD FRONT LOAD SERVICE	1x per week	
1	4YD CARDBOARD SERVICE	1x per week	
Total			\$411.25

Special Instructions

If it is determined that the weight of Customer's "Solid Waste Materials" exceeds 100 lbs. per cubic yard, the collection, processing, and disposal charges shall be increased to correspond to the determined cubic yard weight.

This is a legally binding agreement between Contractor and Customer for the provision of solid waste and recycling collection, processing and disposal services. Contractor agrees to provide and Customer agrees to accept the above services and equipment. Pricing is subject to any taxes enforced or levied by any local, state or federal authority and the terms and conditions on the reverse side regarding adjustments in Agreement charges. Pricing does not include a fuel surcharge that may be charged and adjusted monthly.

Acceptance of Proposal: The prices, service specifications, and terms and conditions on the reverse side are hereby accepted. Contractor is authorized to do the work as specified. The undersigned individual executing this Agreement admits that he/she understands the terms and conditions of this Agreement and that he/she has the authority to sign the Agreement on behalf of the Customer.

Customer represents and warrants to Contractor that the execution, delivery and performance of this Agreement will not conflict with any contractual or business relationship between Customer and any other contractor for waste collection, processing, disposal or recycling services and that Contractor and Customer are free to consummate the transactions contemplated by this Agreement without claims of breach of contract, tortious interference with a contractual relationship or expectation, or similar claims.

This Agreement shall be automatically renewed for consecutive terms of (36) months each, unless either party provides notice of termination by certified mail, return receipt requested to the other at least ninety (90) days prior to the expiration of the then effective term.

The Company has advised the Customer of mandatory recycling and the Customer declines recycling services from the Company: LP

I acknowledge that this contract contains an AUTOMATIC RENEWAL provision: LP
(customer must initial)

Customer

Authorized Signature

Lucy Perkins

Printed Name

Store Manager

Title

Sep 27, 2021

Date

Contractor

Authorized Signature

Andrew Rohan

Printed Name

Project Manager

Title

Sep 27, 2021

Date

THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE PART OF THIS AGREEMENT

TERMS AND CONDITIONS

CONTRACTOR'S DUTIES: Contractor shall provide equipment, solid waste collection, processing, disposal and recycling services as described above. Contractor shall be required to collect only "Solid Waste Materials" including recyclables that are generated at Customer's service address. For the purposes of this Agreement, "Solid Waste Materials" shall not include "Hazardous Materials" as defined below, tires, contaminants, pollutants, materials containing chlorofluorocarbon or hydrochlorofluorocarbon, biomedical, infectious, biohazardous or regulated medical waste as defined by applicable laws or regulations (collectively, "Excluded Materials"). Contractor shall not be liable for its nonperformance under this Agreement due to strikes, accidents, delays or other events beyond Contractor's reasonable control. Contractor shall not be liable to Customer for consequential, incidental, or punitive damages arising out of the performance of this Agreement. All work shall be completed in a manner consistent with standard industry practices. All equipment will be provided, as specified.

CUSTOMER'S DUTIES: All equipment shall remain the property of Contractor. Customer shall not move or alter the equipment or cause it to be moved or altered without the prior written consent of Contractor. Customer shall not overload the equipment or use it for incineration. Customer shall use the equipment only for its intended purposes and only to dispose of "Solid Waste Materials" and/or recyclables. Customer agrees not to deposit, cause to be deposited, or permit the deposit of "Excluded Materials" in Contractor's equipment. Customer is liable for loss or damage to the equipment and its contents while at Customer's service address (including attorney's fees and litigation costs), reasonable wear and tear excepted. Customer shall keep the area around the equipment free and clear and accessible to Contractor. Customer warrants that any right of way to the equipment provided by Customer from the most convenient public way is sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the services described. Customer shall keep the right of way accessible to the Contractor at all reasonable times in order for Contractor to perform the services provided in this Agreement. Customer shall pay, if charged by the Contractor, additional charges for service changes cause by or resulting from Customer's failure to provide access. Customer waives any claims against Contractor for any damages to Customer's pavement or accompanying subsurface and underground utilities and conduits of any route reasonably necessary to perform Contractor's services. Customer shall carry fire, tornado and other appropriate insurance on the equipment to Contractor's reasonable satisfaction and shall provide Contractor with copies of such policies, upon request.

HAZARDOUS MATERIAL: Customer shall not use, cause, or permit the use of the equipment to dispose any radioactive, volatile, flammable, corrosive, explosive, toxic, or hazardous materials as defined by, characterized or listed under applicable federal, state or local statutes or regulations (collectively "Hazardous Materials"). Customer shall not place any "Hazardous Materials" in, on, or near the equipment. Title to and liability for "Hazardous Materials" or any other "Excluded Materials" shall remain at all times with Customer.

INDEMNIFICATION: Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all claims, damages, penalties, fines, and liabilities, including attorney's fees, damage to equipment or property or injury to persons (including fatal injuries) arising in any manner from Customer's or its employee's or agent's violations or alleged violations of law, negligent conduct, willful misconduct, or negligent omission in the performance of this Agreement, or Customer's or its employee's or agent's use, operation, or possession of the equipment provided by the Contractor.

PRICE AND PAYMENT: Customer shall pay all charges on a monthly basis within ten (10) days of the date of Contractor's statement of charges. Customer shall pay interest on overdue payments at the rate of one and one-half percent per month or the maximum rate permitted by law, if less. Customer's payment obligations are independent of any obligations of Contractor other than Contractor's duty to provide equipment and services as described above.

DEFAULT: If Customer defaults in or breaches any of the terms of this Agreement, Customer shall pay any and all charges or costs incurred by Contractor to enforce its rights, including reasonable attorney's fees and court costs. In the event of default or breach by Customer, Contractor shall have the right to discontinue or suspend service, remove the equipment, and collect damages for Customer's default or breach. During the period of any default or breach, interest on any monies due Contractor shall accrue at the rate of one and a half percent (1 ½%) per month or the maximum rate permitted by law, if less.

ADJUSTMENTS IN AGREEMENT CHARGES: Contractor may adjust the Agreement charges from time to time as follows:

- (a) Contractor may adjust the Agreement charges on an annual basis for any positive increase in the U.S. Department of Labor's Consumer Price Index for All Urban Consumers, exclusive of energy.
- (b) Any increased or additional costs or fees due to uncontrollable circumstances including but not limited to acts of God such as floods or fires, or taxes, fees or increases in taxes or fees imposed by any public or quasi public authority, and cost increases resulting from changes in federal, state, or local regulations or statutes may be added to the Agreement charges.
- (c) Increases in landfill, facility, or transportation costs and fees incurred by Contractor relating to the collection, processing, or disposal of "Solid Waste Materials" and recyclables under this Agreement, including but not limited to a change in location of a landfill or facility site resulting in a greater hauling distance for Contractor, may be added to the Agreement charges.
- (d) The Agreement charges may be adjusted to correspond to any change in the direct or indirect cost of fuel to Contractor. Contractor may compute a fuel surcharge on Customer's invoice excluding taxes based on the U.S. Department of Energy's Energy Information Administration's summary of highway diesel prices in New England. The Contractor shall determine the surcharge using a baseline of \$0.95 per gallon.
- (e) The Agreement charges may be adjusted to correspond to any change in collection, disposal, or processing costs, fees or services.
- (f) The Agreement charges may be adjusted for environmental related costs and fees including but not limited to engineering, testing, maintenance and operation of solid waste facilities and monitoring and management of equipment.
- (g) The Agreement charges may be adjusted due to a change in the composition of Customer's "Solid Waste Materials" or recyclables.
- (h) The Agreement charges may be adjusted for reasons other than those set forth in the Agreement with Customer's consent which may be provided in writing, verbally, or by the conduct or practices of the parties.

ASSIGNMENT AND BENEFIT: This Agreement and all changes thereto shall be binding on the parties and their successors and assigns. This Agreement may be assigned by Contractor and may be assigned by Customer with Contractor's prior written consent.

NOTICE: Any notice to Customer pursuant to this Agreement shall be sent to Customer's billing address. Any notice to Contractor pursuant to this Agreement shall be sent certified mail, return receipt requested to Contractor's address specified in this Agreement. All notices are effective upon receipt.

SEVERABILITY, GOVERNING LAW: If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected and the Customer and the Contractor shall amend this Agreement to give effect, to the maximum extent permitted, to the intent and meaning of the severed provisions. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

CUSTOMER RELOCATION: If Customer changes the service address during the term of the Agreement, this Agreement shall remain enforceable with respect to the services provided at Customer's new service address if the location is within the Contractor's service area.

CHANGES IN SERVICE: Changes in the frequency of collection service, schedule, number, capacity and/or type of equipment may be agreed to orally, in writing, or by the conduct or practices of the parties.

LIQUIDATED DAMAGES: The parties expressly understand, acknowledge, and agree that (i) the provisions set forth above in this Agreement represent a reasonable and necessary protection of the legitimate interests of Contractor and that any failure to observe and comply with the above provisions will cause irreparable harm to Contractor; (ii) it is and will continue to be difficult to ascertain the nature, scope, and extent of the harm; and (iii) a remedy at law of such failure will be inadequate. Therefore, the parties agree that, in addition to any other rights and remedies which Contractor may have in the event of any breach or default by Customer of the Agreement, Contractor shall receive as liquidated damages from Customer fifty percent (50%) of the total payments due Contractor for the remainder of the term then in force.

ENTIRE AGREEMENT, AMENDMENT: This Agreement constitutes the entire agreement between the parties. Other than permitted adjustments to the Agreement charges, any alteration or deviation from the specifications or terms of this Agreement are effective only by a written amendment executed by the Customer and the Contractor.



Zoe Elwell <zelwell@cannaprovisionsgroup.com>

RE: Canna Provisions, Inc. [Holyoke - MR281778] Extended Hours of Operation

CCC Licensing <licensing@cccmass.com>

Thu, Aug 5, 2021 at 4:22 PM

To: Zoe Elwell <zelwell@cannaprovisionsgroup.com>, CCC Licensing <licensing@cccmass.com>

Cc: Erik Williams <ewilliams@cannaprovisionsgroup.com>, Joe Welch <joew@cannaprovisionsgroup.com>, Luis Garcia <luis@cannaprovisionsgroup.com>

Hi Zoe,

We've updated our records to reflect the change in hours. Thanks for letting us know.

Best,



Derek – *Licensing Analyst*
Cannabis Control Commission
Union Station
2 Washington Square
Worcester, MA 01604
Licensing@CCCMass.com

www.MassCannabisControl.com



Please note that all emails I receive and send may be subject to disclosure in response to a public records request pursuant to the Public Records laws, G.L. c.66 §10 and G.L. c.4 §7 cl. 26. In other words, generally consider email correspondence with me to be public.

From: Zoe Elwell <zelwell@cannaprovisionsgroup.com>
Sent: Wednesday, August 4, 2021 3:23 PM
To: CCC Licensing <licensing@cccmass.com>
Cc: Erik Williams <ewilliams@cannaprovisionsgroup.com>; Joe Welch <joew@cannaprovisionsgroup.com>; Luis Garcia <luis@cannaprovisionsgroup.com>
Subject: Canna Provisions, Inc. [Holyoke - MR281778] Extended Hours of Operation

Good afternoon. I am emailing to notify the Commission that Canna Provisions, Inc., license number MR281778, will be extending its hours of operation starting Friday, July 30th. We will be extending our retail sales hours from 8am to 11 pm. in the Holyoke store on Thursday through Saturday. We have received permission to extend operations with the town of Holyoke, and have updated our SOP's to reflect the same. To the extent that we need to provide any further information, please let us know. Should you have any questions or concerns, please do not hesitate to contact me. Thank you, Zoe

--

Zoe Elwell

Compliance Specialist

Canna Provisions

518-209-7827

zelwell@cannaprovisionsgroup.com

[Redacted signature area]



Zoe Elwell <zelwell@cannaprovisionsgroup.com>

RE: Extension of Hours - CPI License MR281778

1 message

CCC Licensing <licensing@cccmass.com>

Wed, Oct 20, 2021 at 5:12 PM

To: Zoe Elwell <zelwell@cannaprovisionsgroup.com>, Eduardo Guardiola <Eduardo.Guardiola@cccmass.com>, CCC Licensing <licensing@cccmass.com>

Cc: Erik Williams <ewilliams@cannaprovisionsgroup.com>, Meg Sanders <meg@cannaprovisionsgroup.com>, Joe Welch <jowew@cannaprovisionsgroup.com>

Hello Zoe,

Thank you – we have updated your license record to reflect the change in hours.

Best,

**Derek** – *Licensing Analyst*

Cannabis Control Commission

Union Station

2 Washington Square

Worcester, MA 01604

Licensing@CCCMass.com**www.MassCannabisControl.com**

Please note that all emails I receive and send may be subject to disclosure in response to a public records request pursuant to the Public Records laws, G.L. c.66 §10 and G.L. c.4 §7 cl. 26. In other words, generally consider email correspondence with me to be public.

From: Zoe Elwell <zelwell@cannaprovisionsgroup.com>
Sent: Monday, October 18, 2021 3:54 PM
To: Eduardo Guardiola <Eduardo.Guardiola@cccmass.com>; CCC Licensing <licensing@cccmass.com>
Cc: Erik Williams <ewilliams@cannaprovisionsgroup.com>; Meg Sanders <meg@cannaprovisionsgroup.com>; Joe Welch <joew@cannaprovisionsgroup.com>
Subject: Extension of Hours - CPI License MR281778

Good afternoon, Eddy. I am emailing to notify the Commission that Canna Provisions, Inc., license number MR281778, will be extending its hours of operation starting Sunday, October 24th. We will be extending our retail sales hours from 8am to 11 pm. in the Holyoke store on Thursday through Sunday. Should you have any questions or concerns, please do not hesitate to contact me. Thank you, Zoe

--

Zoe Elwell

Compliance Specialist

Canna Provisions

518-209-7827

zelwell@cannaprovisionsgroup.com

Disclaimer

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

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.











Alex Thompson <athompson@cannaprovisionsgroup.com>

Opening day traffic plan

Robert Peirent <peirenr@holyoke.org>

Tue, Jan 12, 2021 at 1:33 PM

To: "athompson@cannaprovisionsgroup.com" <athompson@cannaprovisionsgroup.com>

Alan – I'm catching up on some old voicemail messages. The traffic plan requirements for Cana provisions have been satisfied and no further submittals are required.

Please let me know if you have any questions.

--

Hello,

Thank you for your email. Due to a declared public health emergency, City Hall is closed until further notice.

During this time, many of our department staff members will not be in office but will be available remotely via email and/or phone for assistance. Essential services will still be provided, including trash & recycling pick up.

Please visit www.holyoke.org for a listing of city departments, contact information and ongoing updates regarding the City's Coronavirus response. Email communications and voicemails are welcome and a staff member will return your message as soon as possible.

Bob Peirent, P.E.
Holyoke City Engineer
(413) 322-5605

City Hall Annex, Room 300
20 Korean Veterans Plaza
Holyoke, MA 01040-5019

Special Permit

A Special Permit was granted to Canna Provisions, Inc., for a Special Permit to operate a Marijuana Dispensary (7.10.2) at 380 Dwight St., Holyoke, MA 01040.

Petitioner: Canna Provisions, Inc.
220 Housatonic St.
Lee, MA 01238

Parcel: 380 Dwight St.
Parcel # 21-01-003
Book/Page 3786/225

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 Special 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. That there be no public access to the building
5. That all waste removal be done by a licensed contractor.
6. That the hours of operation be Sunday 10am-6pm and Monday-Saturday 8am-8pm.
7. A dumpster enclosure will be provided with a screening of vegetation
8. A traffic mitigation plan will be developed and approved by the City Engineer as per letter dated June 2, 2019, prior to opening.

**Granted by the City Council on August 6, 2019 by a vote of the Yeas 10, Nays 0 Absent 3
(Bresnahan, McGee. Valentin)**

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



MR281778 **04/05/2023**
License Number Expiration Date

Pursuant to its authority under Chapter 94G and 94I of the
Massachusetts General Laws,

The Cannabis Control Commission hereby grants a
final license to:

Canna Provisions Inc

The Licensee is permitted to operate at the
following address(es):

**380 Dwight Street
Holyoke, MA 01040**

The Licensee is permitted to
perform operations as:

Marijuana Retailer

Steven J. Hoffman
Chairman

Ava Callender Conception
Commissioner

Nurys Camargo
Commissioner

Kimberly Roy
Commissioner

Bruce Stebbins
Commissioner

Shawn Collins
Executive Director

The Licensee is subject to M.G.L. c. 94G, M.G.L. c. 94I, Commission regulations, Commission decisions, and all other legal requirements as applicable. The Licensee shall remain fully compliant with said requirements and legal authorities until such time that it is approved by the Commission to cease operations.