

November 22, 2022

Ware Planning Board
Ware Town Hall
126 Main Street
Ware, MA 01082

RE: Pineapple Express, LLC; Marijuana Delivery Operator
124 C West Street, Ware, MA 01082
Special Permit & Site Plan Review Application

Dear Planning Board Members,

Please find enclosed our application for a Special Permit and Site Plan Review for our proposed Marijuana Delivery Operator Establishment at 124 C West Street, Ware.

Enclosed is the following:

1. Check in the amount of \$100 for Site Plan Review;
2. Check in the amount of \$250 for the Special Permit Application;
3. Check in the amount of \$23 for abutter notification to 23 abutters;
4. Site Plan Review application;
5. Special Permit application;
6. Applicant's Compliance Narrative;
7. Exhibit A: Host Community Agreement;
8. Exhibit B: GIS Map and Certified Abutters List;
9. Exhibit C: Security Plan
10. Exhibit D: Traffic Memorandum by Lakeview Engineering

Thank you for your time and consideration. Please call or email me with any addition requirements or information I can provide in advance of our meeting on December 15, 2022.

Best,

Kaily S. Hepburn, Esq.
Pineapple Express, LLC, *Managing Member*
KSH/

APPLICATION FOR SITE PLAN REVIEW AND SPECIAL PERMIT

PINEAPPLE EXPRESS, LLC
124C West Street, Ware, MA 01082

Below is a description of how our project complies with The Town of Ware Zoning Bylaw, specifically *Article 4 § 4.8.8 Marijuana (Cannabis) Facilities*, *Article 7 § 7.2 Special Permits* and *Article 7 § 7.4 Site Plan Review*. We request concurrent review pursuant to §7.4.3.F.

Article 4 § 4.8.8 Marijuana (Cannabis) Facilities

- D. 1. Host Community Agreement: Pineapple Express, LLC (PEX) negotiated and executed a HCA on June 7, 2022. A copy is attached as Exhibit A.
- E. Separation and Setback: After performing an analysis of the abutters within 300 feet, door to door, of our location, we have determined there is not a park, playground, elementary, middle or high school, or state-licensed child care day center within the setback. A map from MassMapper and the certified abutters list is attached as Exhibit B.
- F. Security Plan: Our Security Plan Summary and layout is attached at Exhibit C, and PEX agrees to share all plans with the Ware Police Chief and incorporate the Chief's recommendations to the fullest extent practicable. We ask that the Summary and Layout be redacted from public record under *M.G.L. Ch. 4, § 7 (26)(n)*.
- G. Standards:
1. PEX obtained a Provisional License from the Cannabis Control Commission (CCC) and will comply with the CCC regulations at all times.
 2. Our location is in the Highway Commercial (HC) zoning district.
 3. Our plan conforms to §7.2, §7.4 and §4.2.
 4. Our proposed plan includes no alterations to the current site exterior.
 5. As a Delivery Operator, our facility will purchase consumer-ready packaged cannabis products, store them in our secure location and prepare them for delivery to consumers. While we do not anticipate odors, we have an odor mitigation plan in place.
 6. We will not have any exterior signs on site except for a Limited Access Area sign on the back door as required by CCC regulations.
 7. Hours of operation shall be between 8:00 AM and 8:00 PM Monday thru Sunday.
 8. As essentially on online retailer, we will not generate nuisance noise. We will comply with the Noise Policy of the Commonwealth of Massachusetts Department of Environmental Protection and Division of Air Quality regulations, *310 CMR 7.10*, and any local noise abatement bylaw.
 9. A Traffic Memorandum has been prepared by Lakeview Engineering and is attached as Exhibit D. We are expected to contribute an increase in traffic of 0.2%. Our parking demand is below our allotted number of spaces in the 92 space parking lot. The Traffic Memorandum prepared by Lakeview Engineering opines that the traffic generated by Pineapple Express will constitute 0.2% of the

traffic in the area. Measurements of the building and back parking/loading area show sufficient space for operations.

10. A change in applicant will necessitate a new Special Permit application
11. All applicable rules and regulations of the CCC will be adhered to.
12. All other applicable regulations will be complied with.
13. The applicant has authorization from the owner to file the Special Permit application and the owner signed the application.
14. – 19. Applies to Cultivators
20. The Site Plan prepared by Lakeview Engineering and a Site Plan Review application accompanies this Special Permit application.
21. – 25. Provisions shall be complied with.

Article 7 § 7.4 Site Plan Review

The Site Plan depicts an existing 1900 sf space in an existing commercial building which will be used for an online retail location/Marijuana Delivery Operator. The impervious surface will not change. The building sits on 7 acres in the Highway Commercial zone. The applicant, Pineapple Express, LLC, leases the space from Aldrich Management Company. The Management Company will continue to maintain common areas with the Applicant paying its proportional share. The project is estimated to be completed within three months of the issuance of a Building Permit.

A Traffic Memorandum has been prepared by Lakeview Engineering and accompanies this outline. Per the Parking and Loading Design Standards at §6.1.1, an office requires 1 space per 400 sf and a warehouse requires 1 per 2500 sf. Our use is not specifically listed but is ‘to be determined by the permitting authority based on a similar use in this table or based on applicant data. Conservatively, we require 1 space per 400 sf which translates into 4.75 spaces. Considering the data in our Traffic Memo, we will have 2 delivery vehicles and 5 – 6 staff members for a total of 8 spaces. The Plaza contains 92 spaces plus 15 spaces for Taco Bell which exceeds our relative parking requirement.

Our Site Plan depicts the rear area for loading and shows the measurements to the curbs and dumpsters. Our business plans to load each of 2 outgoing delivery vans 2 times daily and grow to 3 to 4 vans in the following year each making 2 daily trips. Incoming deliveries and unloading are estimated at 1 to 2 weekly once initial inventory is established.

EXHIBIT A
Host Community Agreement

COMMUNITY BENEFIT AGREEMENT

THIS AGREEMENT is entered into this _____ day of June 2022 by and between Pineapple Express, LLC, a Massachusetts limited liability company with a mailing address of P.O. Box 895, West Springfield, MA 01090 ("PEX") and the Town of Ware, a Massachusetts municipal corporation with a principal address of 126 Main Street, Ware MA 01082 ("the Town").

WHEREAS, PEX wishes to become a Marijuana Delivery Operator in the Town in accordance with regulations issued by the Commonwealth of Massachusetts' Cannabis Control Commission (CCC); and

WHEREAS, PEX intends to provide certain benefits to the Town in the event that it is licensed to operate an Adult-Use Delivery Operator establishment and receives all local approvals;

NOW THEREFOR, in consideration of the provisions of this Agreement, PEX and the Town agree as follows:

A. Term

1. This Agreement shall take effect on the date set forth above and shall continue in effect for 5 years.

B. Community Impact Fee

1. PEX shall pay to the Town annually a sum equal to 3.0% of the total gross annual sales less the cost of goods sold limited to the wholesale acquisition of products offered for sale from the Ware marijuana delivery operator establishment. PEX agrees to furnish to the Town records demonstrating total gross annual sales and the wholesale cost of products purchased.
2. All payments shall be made annually at the end of each 12 months of operation and shall continue for a period of 5 years, the maximum duration in accordance with G.L. c.94G, §3 of the Massachusetts state law.
3. The Town shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments for traffic mitigation measures in connection with the operation of the Marijuana Delivery Operator establishment, community wellness programs, and other efforts and initiatives for the support of patient health.

C. Annual Charitable/Non-Profit Contributions

1. PEX, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town (examples include Quaboag

Valley Community Development Corporation's Education to Employment program, Ware's Council of Aging, and Angels Answer Inc.) an amount no less than \$5,000, said charities/non-profit organizations to be determined by the Town in their reasonable discretion. The first payment will be made after the issuance of final licensure from the CCC and the delivery operator establishment opening for business and each anniversary thereafter.

D. Local Vendors and Employment

1. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, PEx will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers (ex: Ware farmers with an adult-use Cultivator or Craft Marijuana Cooperative license), contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Marijuana Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents in coordination with local groups such as Education to Employment.

E. Security

1. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, PEx shall work with the Town's Police Department in determining the placement of exterior security cameras.
2. PEx agrees to cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.
3. To the extent requested by the Town's Police Department, PEx shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

F. No Joint Venture

1. The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

G. Agreement

1. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees.
2. The obligations of PEx and the Town recited herein are specifically contingent upon PEx becoming a Marijuana Delivery Operator and obtaining a Delivery Operator license type per the 2022 Adult-Use of Marijuana Program regulations, for operation of a delivery operator establishment in the Town and PEx's receipt of all necessary local approvals to locate, occupy, and operate a delivery operator location for adult-use in the Town.

EXECUTED this _____ day of June 2022.

TOWN OF WARE

PINEAPPLE EXPRESS, LLC

By: _____
Stuart Beckley, Town Manager

By: _____
Kaily Hepburn, Managing Member

By: _____
John J. Morrin, Board of Selectmen Chair

By: _____
Caitlin M. McCarthy, Board of Selectmen Vice Chair

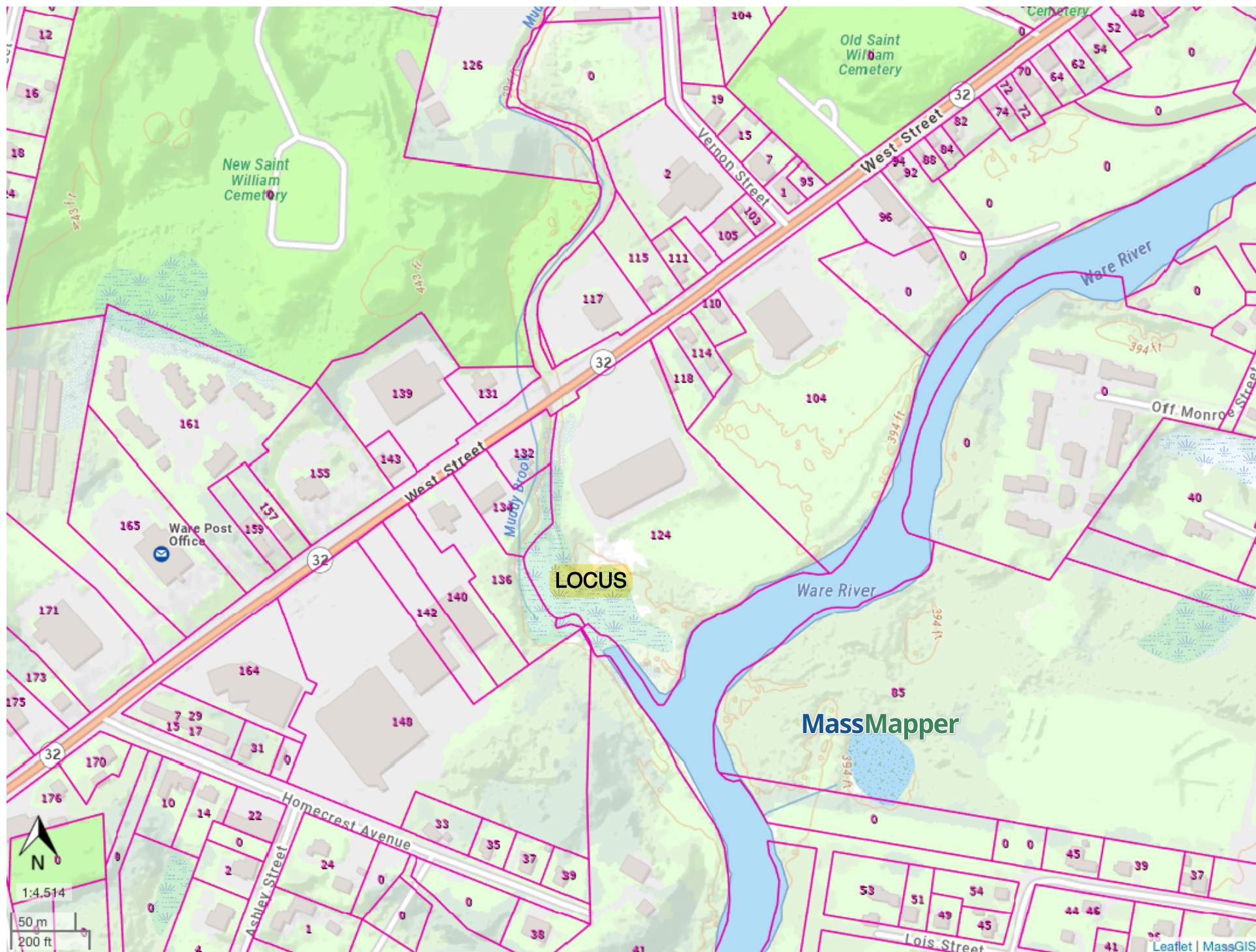
By: _____
Thomas H. Barnes, Board of Selectmen Clerk

By: _____
Keith J. Kruckas, Selectman

By: _____
Joshua A. Kusnierz, Selectman

EXHIBIT B
GIS Map & Abutters List

124 West St., Ware





300 foot Abutters List Report

Ware, MA
June 27, 2022

Subject Property:

Parcel Number: 56-0-94
CAMA Number: 56-0-94
Property Address: 124 WEST ST

Mailing Address: ALDRICH MANAGEMENT CO LLC
1975 HEMPSTEAD TPKE #309
EAST MEADOW, NY 11554-1703

Abutters:

Parcel Number: 53-0-12
CAMA Number: 53-0-12
Property Address: MARJORIE ST

Mailing Address: HAWLEY PAUL R
BOX 923
WARE, MA 01082

Parcel Number: 53-0-18
CAMA Number: 53-0-18
Property Address: 85 SOUTH ST

Mailing Address: MARY LANE HOSPITAL ASSOCIATION
C/O BAYSTATE WING
40 WRIGHT ST
PALMER, MA 01069

Parcel Number: 53-0-94
CAMA Number: 53-0-94
Property Address: 41 HOMECREST AV

Mailing Address: SCHMIDT SALLY A SCHMIDT ROBERT F
41 HOMECREST AV
WARE, MA 01082

Parcel Number: 56-0-100
CAMA Number: 56-0-100
Property Address: 142 WEST ST

Mailing Address: MARTINS CARLOS F MARTINS MARIA M
36 MASS AVE
LUDLOW, MA 01056

Parcel Number: 56-0-102
CAMA Number: 56-0-102
Property Address: 148 WEST ST

Mailing Address: D'AMOUR G E + P H + J E TRUSTEE OF
THE BIG Y TRUST
2145 ROOSEVELT AVE P O BOX 7840
SPRINGFIELD, MA 01102-7840

Parcel Number: 56-0-107
CAMA Number: 56-0-107
Property Address: 139 WEST ST

Mailing Address: ALEXANDRIA TRUST LLC
30 ANDERSON RD
WARE, MA 01082

Parcel Number: 56-0-109
CAMA Number: 56-0-109
Property Address: 131 WEST ST

Mailing Address: BROOKSIDE MART INC
P O BOX 376
WEST BROOKFIELD, MA 01585

Parcel Number: 56-0-110
CAMA Number: 56-0-110
Property Address: WEST MAIN ST

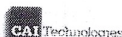
Mailing Address: ROMAN CATHOLIC BISHOP OF SPFLD
ST WILLIAMS CEMETERY (NEW)
P O BOX 1730 65 ELLIOT ST
SPRINGFIELD, MA 01101

Parcel Number: 56-0-111
CAMA Number: 56-0-111
Property Address: 117 WEST ST

Mailing Address: MC DONALD'S CORP (20/107) C/O
MCDONALDS CORPORATION
P O BOX 182571
COLUMBUS, OH 43218

Parcel Number: 56-0-112
CAMA Number: 56-0-112
Property Address: 115 WEST ST

Mailing Address: SHURTLEFF ROBERT S
16 ELM ST
WARE, MA 01082



www.cai-tech.com

6/27/2022

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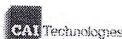
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300 foot Abutters List Report

Ware, MA
June 27, 2022

Parcel Number: 56-0-113 CAMA Number: 56-0-113 Property Address: 111 WEST ST	Mailing Address: FLEET JENNIFER A 111 WEST ST WARE, MA 01082
Parcel Number: 56-0-114 CAMA Number: 56-0-114 Property Address: 109 WEST ST	Mailing Address: LOVETT PROPERTIES LLC 270 MAIN ST SPENCER, MA 10562
Parcel Number: 56-0-115 CAMA Number: 56-0-115 Property Address: 105 WEST ST	Mailing Address: CKG PROPERTIES LLC 105 WEST ST WARE, MA 01082
Parcel Number: 56-0-117 CAMA Number: 56-0-117 Property Address: 2 VERNON ST	Mailing Address: ARELLO PHILIP S ARELLO JOHNA M 299 N STURBRIDGE RD CHARLTON, MA 01507
Parcel Number: 56-0-140 CAMA Number: 56-0-140 Property Address: MONROE ST	Mailing Address: WARE HOUSING AUTHORITY 20 VALLEY VIEW WARE, MA 01082
Parcel Number: 56-0-91 CAMA Number: 56-0-91 Property Address: 110 WEST ST	Mailing Address: BRAMBILA DAVID F BRAMBILA ALMA ROSA 110 WEST ST WARE, MA 01082
Parcel Number: 56-0-92 CAMA Number: 56-0-92 Property Address: 114 WEST ST	Mailing Address: LUKASKIEWICZ MARK LUKASKIEWICZ TRACIE A 3 ASHLEY STREET WARE, MA 01082
Parcel Number: 56-0-93 CAMA Number: 56-0-93 Property Address: 118 WEST ST	Mailing Address: ALDRICH MANAGEMENT CO LLC 1975 HEMPSTEAD TPKE #309 EAST MEADOW, NY 11554-1703
Parcel Number: 56-0-95 CAMA Number: 56-0-95 Property Address: 132 WEST ST	Mailing Address: EDGAR DAVID B PO BOX 1375 WARE, MA 01082
Parcel Number: 56-0-96 CAMA Number: 56-0-96 Property Address: 134 WEST ST	Mailing Address: NORCOR AUTOWASH INC 22 PEQUOT ROAD SOUTHAMPTON, MA 01073
Parcel Number: 56-0-98 CAMA Number: 56-0-98 Property Address: 136 WEST ST	Mailing Address: MONSON SAVINGS BANK ACCOUNTS PAYABLE 107 MAIN ST MONSON, MA 01057
Parcel Number: 56-0-99 CAMA Number: 56-0-99 Property Address: 140 WEST ST	Mailing Address: JOSEFIK RONALD J TRUSTEE REV INDENTURE OF RJJ 140 WEST ST WARE, MA 01082



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6/27/2022

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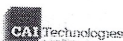
300 foot Abutters List Report

Ware, MA
June 27, 2022

Parcel Number: 56-91-1
CAMA Number: 56-91-1
Property Address: 104 WEST ST

Mailing Address: SEARS-RENFER JAYNE E SEARS
THOMAS R
51 LONGVIEW AVE
SAN ANSELMO, CA 94960

herubia



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6/27/2022

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Abutters List Report - Ware, MA

Parcel Number: 56-0-93
ALDRICH MANAGEMENT CO LLC
1975 HEMPSTEAD TPKE #309
EAST MEADOW, NY 11554-1703

Parcel Number: 56-0-99
JOSEFIK RONALD J TRUSTE
REV INDENTURE OF RJJ
140 WEST ST
WARE, MA 01082

Parcel Number: 56-91-1
SEARS-RENFER JAYNE E
SEARS THOMAS R
51 LONGVIEW AVE
SAN ANSELMO, CA 94960

Parcel Number: 56-0-107
ALEXANDRIA TRUST LLC
30 ANDERSON RD
WARE, MA 01082

Parcel Number: 56-0-114
LOVETT PROPERTIES LLC
270 MAIN ST
SPENCER, MA 01062

Parcel Number: 56-0-112
SHURTLEFF ROBERT S
16 ELM ST
WARE, MA 01082

Parcel Number: 56-0-117
ARELLO PHILIP S
ARELLO JOHNA M
299 N STURBRIDGE RD
CHARLTON, MA 01507

Parcel Number: 56-0-92
LUKASKIEWICZ MARK
LUKASKIEWICZ TRACIE A
3 ASHLEY STREET
WARE, MA 01082

Parcel Number: 56-0-140
WARE HOUSING AUTHORITY
20 VALLEY VIEW
WARE, MA 01082

Parcel Number: 56-0-91
BRAMBILA DAVID F
BRAMBILA ALMA ROSA
110 WEST ST
WARE, MA 01082

Parcel Number: 56-0-100
MARTINS CARLOS F
MARTINS MARIA M
36 MASS AVE
LUDLOW, MA 01056

Parcel Number: 56-0-109
BROOKSIDE MART INC
P O BOX 376
WEST BROOKFIELD, MA 01585

Parcel Number: 53-0-18
MARY LANE HOSPITAL ASSOCI
C/O BAYSTATE WING
40 WRIGHT ST
PALMER, MA 01069

Parcel Number: 56-0-115
CKG PROPERTIES LLC
105 WEST ST
WARE, MA 01082

Parcel Number: 56-0-111
MC DONALD'S CORP (20/107)
C/O MCDONALDS CORPORATION
P O BOX 182571
COLUMBUS, OH 43218

Parcel Number: 56-0-102
D'AMOUR G E + P H + J E
TRUSTEE OF THE BIG Y TRUS
2145 ROOSEVELT AVE
P O BOX 7840
SPRINGFIELD, MA 01102-7840

Parcel Number: 56-0-98
MONSON SAVINGS BANK
ACCOUNTS PAYABLE
107 MAIN ST
MONSON, MA 01057

Parcel Number: 56-0-95
EDGAR DAVID B
PO BOX 1375
WARE, MA 01082

Parcel Number: 56-0-96
NORCOR AUTOWASH INC
22 PEQUOT ROAD
SOUTHAMPTON, MA 01073

Parcel Number: 56-0-113
FLEET JENNIFER A
111 WEST ST
WARE, MA 01082

Parcel Number: 56-0-110
ROMAN CATHOLIC BISHOP OF
ST WILLIAMS CEMETERY (NEW
P O BOX 1730
65 ELLIOT ST
SPRINGFIELD, MA 01101

Parcel Number: 53-0-12
HAWLEY PAUL R
BOX 923
WARE, MA 01082

Parcel Number: 53-0-94
SCHMIDT SALLY A
SCHMIDT ROBERT F
41 HOMECREST AV
WARE, MA 01082

EXHIBIT C
Security Plan Summary

SECURITY PLAN SUMMARY

Governed by 935 CMR 500.110

OVERVIEW

Pineapple Express, LLC's (PEX) security plan is being designed by Security Concepts and will implement policies and procedures to maintain a secure facility and to prevent diversion or other loss of marijuana products in accordance with 935 CMR 500.110. These policies are intended to protect the general public, employees, visitors and customers. PEX will identify each individual seeking entrance into the marijuana establishment to ensure that only licensed and permitted Marijuana Establishment Agents and such other individuals permitted by 935 CMR 500.000 are allowed access.

These policies will also provide for the proper storage and disposal of marijuana products. PEX will ensure that all excess marijuana is disposed of safely and will have in place the necessary storage areas and equipment for proper storage of marijuana, including established limited access areas. This equipment will include but is not limited to locked safes or vaults, keys, alarms, and cameras. In addition to these measures, PEX will ensure that all marijuana products are kept out of plain sight of public places outside of the marijuana establishment. We will also implement policies and procedures for situations following inadvertent diversion or loss of marijuana products. PEX will collaborate with law enforcement authorities and fire services and will share security plans, policies and procedures with those authorities.

ACCESS

PEX will implement security protocols and procedures to limit access to the licensed premises to only individuals that have been positively identified as 21 years of age or older. Loitering will be strictly prohibited. PEX will ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission or applicable laws are allowed to remain on the premises. All entrances to the facility will be clearly marked and secured with commercial grade locks and alarms and will remain under clear 24/7 surveillance to prevent unauthorized access.

LIMITED ACCESS AREAS

PEX will designate limited access areas by posting clearly visible signs, no smaller than 12" x 12" which state: *"Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only"* in lettering no smaller than one inch in height.

Limited access areas will only be accessible to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. Furthermore, limited access areas will be restricted to employees, agents or volunteers specifically permitted by the PEX, agents of the Commission, Commission Delegates and state and local law enforcement acting within their lawful jurisdictions, police and fire departments and emergency medical services acting in the course of their official capacity. All limited access areas will be clearly described by the filing of a diagram of the premises reflecting entrances and exits, walls,

partitions, counters, propagation, vegetation, flowering, processing, production, storage, disposal and retail sales areas (as applicable).

PEX will require all employees to wear employee identification badges at all times while inside the marijuana establishment.

VISITOR POLICY

All outside vendors, contractors and visitors will be logged in and out, and PEX will maintain this log and make it available to the Commission for periodic inspection. Prior to entering a limited access area, vendors, contractors and visitors will obtain a visitor badge and will be escorted at all times by a Marijuana Establishment Agent authorized to enter the limited access area. Visitor badges will be visibly displayed at all times while the visitor is in any area. Agents will ensure that all visitor identification badges are collected before visitors leave the premises.

SECURITY & ALARM REQUIREMENTS

PEX shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion, utilizing commercial grade equipment.

1. PEX will ensure that all outdoor areas of the facility are properly secured against unauthorized access. The facility will be equipped with a perimeter alarm on all building entry and exit points and perimeter windows.
2. The security alarm system will be continuously monitored by a third party and will alert employees of PEX within five minutes of a security system failure (either by telephone, email, or text message).
3. A duress, panic or hold up alarm connected directly to local public safety or law enforcement authorities will be installed in the vault and security surveillance area, at a minimum.
4. PEX will install video cameras in all areas that may contain marijuana or vaults or safes for the purpose of securing cash, at all points of entry and exit as well as in all parking lots which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, areas where marijuana is cultivated, harvested, processed, prepared, stored, handled or dispensed or where cash is kept and processed. Cameras will be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the facility or area.
5. PEX will ensure that all video surveillance footage is maintained in accordance with 935 CMR 500.110 and can produce clear, color still photos, whether live or recorded, with a date and time stamp embedded in all recordings which shall be synchronized and set correctly at all times and not significantly obscure the picture. Recordings can be stored in a standard format. All recordings shall be erased or destroyed prior to disposal.
6. 24-hour recordings from all video cameras will be made available for immediate viewing by the Commission upon request. Recordings are retained for at least 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission (whichever is longer) and will not be destroyed or altered.

7. Recordings will be retained as long as necessary if PEx is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
8. PEx will ensure that the security equipment is in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the last test.
9. PEx's security and alarm system will remain operational during a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, PEx will take sufficient steps to ensure security on the premises in consultation with the Commission.
10. PEx will demonstrate to the Commission's satisfaction the safeguards that are in place to ensure continuous operation of a security system. All security system equipment and recordings will be maintained in a secure location to prevent theft, loss, destruction and alterations. Access to security system equipment and recordings will be limited to authorized agents requiring access in accordance with their operational responsibilities and those other individuals expressly allowed access pursuant to *935 CMR 500.000*.
11. PEx will have a back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system, or shall demonstrate to the Commission's satisfaction alternate safeguards to ensure continuous operation of a security system.
12. Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities acting within their lawful jurisdiction, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room shall be made available to the Commission on request. If the surveillance room is onsite, it shall remain locked and shall not be used for any other function.

STORAGE & FACILITY SECURITY

All finished marijuana and marijuana products will be securely stored in a locked safe or vault accessible to a limited number of authorized individuals to prevent diversion, theft, or loss. PEx's safes and vaults and any other equipment or areas used for the storage of marijuana and marijuana products will be securely locked. In accordance with PEx's security policies and procedures, the safes, vaults and any other areas or equipment will be securely locked using commercial grade equipment and protected from entry, except for the actual time required to remove or replace marijuana. All entrances will be secured, loading areas will be secured and all Marijuana and Marijuana products will be kept out of plain sight and not visible from a public place.

PEx will keep all locks and security equipment in good working order. Keys, if utilized by PEx, will be prohibited from being left in locks and stored or placed in an area accessible to persons other than specifically authorized personnel. PEx will maintain a list of individuals with access to keys and a policy for key issuance and lock replacement.

Security measures will be strictly limited to specifically authorized marijuana establishment agents including accessibility of combination numbers, passcodes, electronic or biometric security systems.

The outside perimeter of the facility will be sufficiently lit to facilitate surveillance. All trees, bushes, and other foliage outside the establishment shall be maintained to prevent persons concealing themselves from sight. PEx will keep all marijuana products out of plain site and not visible from a public place without the use of binoculars, optical aids or aircraft.

BUFFER ZONE

The property where the facility will be located, at the time the license application is submitted to the Commission, is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of the grades one through twelve, unless the host community reduces the distance requirement. The distance shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the facility is located unless the host community measures otherwise.

WASTE DISPOSAL

In accordance with PEx's Waste Disposal Policies and Procedures, all waste will be disposed of in compliance with *935 CMR 500.105(12)*.

1. All recyclables and waste, including organic waste composed of or containing Finished Marijuana and Marijuana Products, shall be stored, secured and managed in accordance with applicable state and local statutes, ordinances and regulations. All exterior waste receptacles located on the Marijuana Establishment's Premises shall be locked and secured as to prevent unauthorized access.
2. Liquid waste containing marijuana or byproducts of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (*Massachusetts Clean Waters Act, M.G.L. c. 21, §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with *314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers, Construction, Operation, and Record Keeping Requirements*.
3. Organic material, recyclable material and solid waste generated at a Marijuana Establishment shall be redirected or disposed of as follows:

- i. Organic and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
 - ii. To the greatest extent feasible:
 1. Any recyclable material as defined in 310 CMR 16.02: *Definitions* shall be recycled in a manner approved by the Commission; and
 2. Any Marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* shall be ground up and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* at the Marijuana Establishment such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the organic material may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
4. Solid waste containing marijuana will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility that holds a valid permit issued by the Department of Environmental Protection or by the appropriate agency in the jurisdiction in which the facility is located.
5. No fewer than two Marijuana Establishment Agents must witness and document how the solid waste or organic material containing Marijuana is handled on-site, including, but not limited to, the grinding up, mixing, storage and removal from the Marijuana Establishment in accordance with 935 CMR 500.105(12). When Marijuana Products or waste is disposed or handled, the Marijuana Establishment must create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. A Marijuana Establishment shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

CASH HANDLING & TRANSPORTATION REQUIREMENTS

PEx will implement the following security measures and procedures in accordance with 935 CMR 500.110(7) for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers and the general public. Safety measures shall include:

1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash.
2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities. The cameras will be

motion-sensor activated and will be able to produce a clear, still image whether live or recorded.

3. A written process will be implemented for securing cash and ensuring transfers of deposits to PEX's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities.
4. Use of an armored transport provider licensed pursuant to *M.G.L. ch. 147, § 25* and approved by the financial institution or DOR facility.

Alternatively, PEX may request an alternative security provision under *935 CMR 500.110(2)* for purposes of cash transportation to financial institutions and DOR facilities. Any approved alternative security provision shall be included in the security plan shared with law enforcement in the municipality in which the Marijuana Establishment is licensed and periodically updated as required under *935 CMR 500.110(1)(q)*. To be determined to provide a sufficient alternative, any such alternative safeguard shall include, but may not be limited to:

1. Requiring the use of a locked bag for the transportation of cash from a Marijuana Establishment to a financial institution or DOR facility;
2. Requiring any transportation of cash be conducted in an unmarked vehicle;
3. Requiring two registered Marijuana Establishment Agents employed by PEX to be present in the vehicle at all times during transportation of deposits;
4. Requiring real-time GPS tracking of the vehicle at all times when transporting cash;
5. Requiring access to two-way communications between the transportation vehicle and the Marijuana Establishment;
6. Prohibiting the transportation of Marijuana or Marijuana Products at the same time that cash is being transported for deposit to a financial institution or DOR facility; and
7. Approval of the alternative safeguard by the financial institution or DOR facility.

All written safety and security measures developed under *935 CMR 500.105(7)* shall be treated as security planning documents, the public disclosure of which would jeopardize public safety.

EMERGENCY POLICIES & INCIDENT REPORTING

PEX will develop emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and conduct an assessment to determine whether additional safeguards are necessary. All security policies and procedures will be shared with local law enforcement authorities and fire services and periodically if the plans or procedures are modified in a material way.

PEX will immediately, and in no instances in more than 24 hours following discovery of the breach or incident, notify law enforcement authorities and the Commission of any security breach or other reportable incident defined in *935 CMR 500.110(9)* including, but not limited to:

1. Discovery of inventory discrepancies;
2. Diversion, theft or loss of any marijuana product;
3. Any criminal action involving or occurring on or in the premises or licensee or agent;

4. Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
5. Unauthorized destruction of marijuana;
6. Any loss or unauthorized alteration of records related to marijuana;
7. An alarm activation or other event that requires response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments or security personnel privately engaged by the Marijuana Establishment;
8. Failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;
9. A significant motor vehicle crash that occurs while transporting or delivering Marijuana or Marijuana Products and would require the filing of a Motor Vehicle Crash Operator Report pursuant to *G.L. c. 90 § 26*, provided however that a motor vehicle crash that renders the Licensee's vehicle inoperable shall be reported immediately to state and local law enforcement so that Marijuana or Marijuana Products may be adequately secured; or
10. Any other breach of security.

PEX will provide written notice in the form of an incident report to the Commission within ten calendar days of any incident described in *935 CMR 500.110(9)(a)*. Such report shall detail the circumstances of the event, any corrective action taken and confirmation that the appropriate Law Enforcement Authorities were notified. PEX will maintain all records and documentation of any reportable incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

SECURITY AUDITS

On an annual basis, PEX will obtain, at PEX's expense, a security system audit by a vendor approved by the Commission. The security audit report will be provided to the Commission within 30 days of conducting the audit. If the audit identifies concerns related to the establishment's security system, the PEX will also submit a plan to mitigate those concerns within ten (10) business days of submitting the audit.

DELIVERY

PEX shall implement adequate security measures to ensure that each vehicle used for transportation of Marijuana and Marijuana Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft or loss of Marijuana. Security measures shall, at a minimum, include for each operational delivery vehicle:

1. A vehicle security system that includes an exterior alarm;
2. A secure, locked storage compartment in each vehicle and not easily removable for the purpose of transporting the Marijuana or Marijuana Products;

3. A secure, locked storage compartment in each vehicle that is not easily removable for the purpose of transporting and securing cash used as payment for deliveries of Marijuana or Marijuana Products;
4. A means of secure communication between each vehicle and the Marijuana Establishment's dispatching location which shall be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication shall include:
 - a. Two-way digital or analog radio (UHF or VHF);
 - b. Cellular phone; or
 - c. Satellite phone.
5. A global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device and that is attached to the vehicle at all times that the vehicle contains Marijuana or Marijuana Products; and
 - b. Monitored by PEX at a fixed location during the transportation of Marijuana or Marijuana Products for the purpose of home delivery with location checks occurring at least every 30 minutes. PEX may delegate monitoring of the GPS to the Third-party Technology Platform Provider with which PEX has a contract, provided that PEX shall be responsible for ensuring that monitoring occurs as required under 935 CMR 500.110(8).
6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have:
 - a. The ability to produce a clear color still photo whether live or recorded; and
 - b. A date and time stamp embedded in all recordings which shall be synchronized and set correctly at all times and may not significantly obscure the picture.
7. All security equipment in each vehicle shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

Agents engaged in the delivery of Marijuana or Marijuana Products to a Consumer shall have on their person an operational body camera during all times that the Marijuana Establishment Agent is outside of the delivery vehicle for the purpose of transacting a delivery

1. The body camera shall record all deliveries.
2. Consumers shall be notified of the use of body cameras to record delivery transactions at the time of order, on the proof of order and by the Marijuana Establishment agent on arrival at the Residence.
3. In addition to providing notice, body cameras shall be displayed conspicuously on the Marijuana Establishment Agent's person.
4. PEX shall maintain video from body cameras confidentially and protected from disclosure to the full extent allowed by law. The Licensee shall implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws including, but not limited to, the *Driver Privacy Protection Act*, 18 USC § 2721, the *Massachusetts Identify Theft Act*, M.G.L. c. 93H, 201 CMR 17.00: *Standards for the Protection of Personal Information of Residents of the Commonwealth*, and the *Fair Information Practices Act*, M.G.L. c. 66A.

5. Video of deliveries shall be retained for a minimum of 30 days, or, with notice to PEx, for the duration of an investigation by the Commission or by law enforcement, whichever is longer. To obtain video from a Licensee as part of an investigation, Commission staff shall consult with the Executive Director and to the extent possible, view the video at the place of storage.
6. PEx will not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to *935 CMR 500.110(8)(b)* to any third party not explicitly authorized by *935 CMR 500.000* to have access to that video footage, subject to the exceptions in *935 CMR 500.110(8)(b)6.a.* and *b.*
 - a. A Licensee or Marijuana Establishment shall make video footage available to law enforcement officers acting in his or her official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause.
 - b. Nothing in *935 CMR 500.110(8)6.* shall prohibit law enforcement from performing a constitutionally valid search or seizure including, but not limited to, circumstances that present an imminent danger to safety, and other exceptional or emergency circumstances where time or opportunity to apply for a warrant is lacking.
7. Unless retained for investigative purposes, the Licensee shall erase or otherwise destroy videos after the 30-day retention period.

PEx shall ensure that all vehicles used for deliveries are staffed with a minimum of two Marijuana Establishment Agents. At least one Marijuana Establishment Agent shall remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products.

All Marijuana Establishment Agents acting as delivery employees of PEx must have attended and successfully completed Responsible Vendor Training Basic Core Curriculum and Delivery Core Curriculum courses in accordance with *935 CMR 500.105(2)(b)* prior to making a delivery.

A Marijuana Establishment Agent shall document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which the establishment is licensed within 24 hours of the discovery of such a discrepancy.

PEx shall report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents and shall otherwise comply with the incident reporting requirements set forth under *935 CMR 500.110(9)*.

The following individuals shall have access to PEx operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by *M.G.L. c. 94G* or *935 CMR 500.000*;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law Enforcement Authorities and emergency medical services in the course of responding to an emergency.

935 CMR 500.000 shall not be construed to prohibit access to authorized state or local Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

All vehicles used by PEX for home delivery are subject to inspection and approval by the Commission prior being put into use. It shall be PEX's responsibility to make the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

Firearms are strictly prohibited from PEX vehicles and from Marijuana Establishment Agents performing home deliveries.

EXHIBIT D
Traffic Memorandum

LAKEVIEW ENGINEERING ASSOCIATES

P.O. Box 787
Hudson, MA 01749
508-232-8302

PROJECT MEMORANDUM

To: Kaily S. Hepburn, Esq.
Pineapple Express

From: Stephen E. Poole / T.T. Chiang, PE

Date: November 10, 2022

Re: 124C West Street, Ware, MA

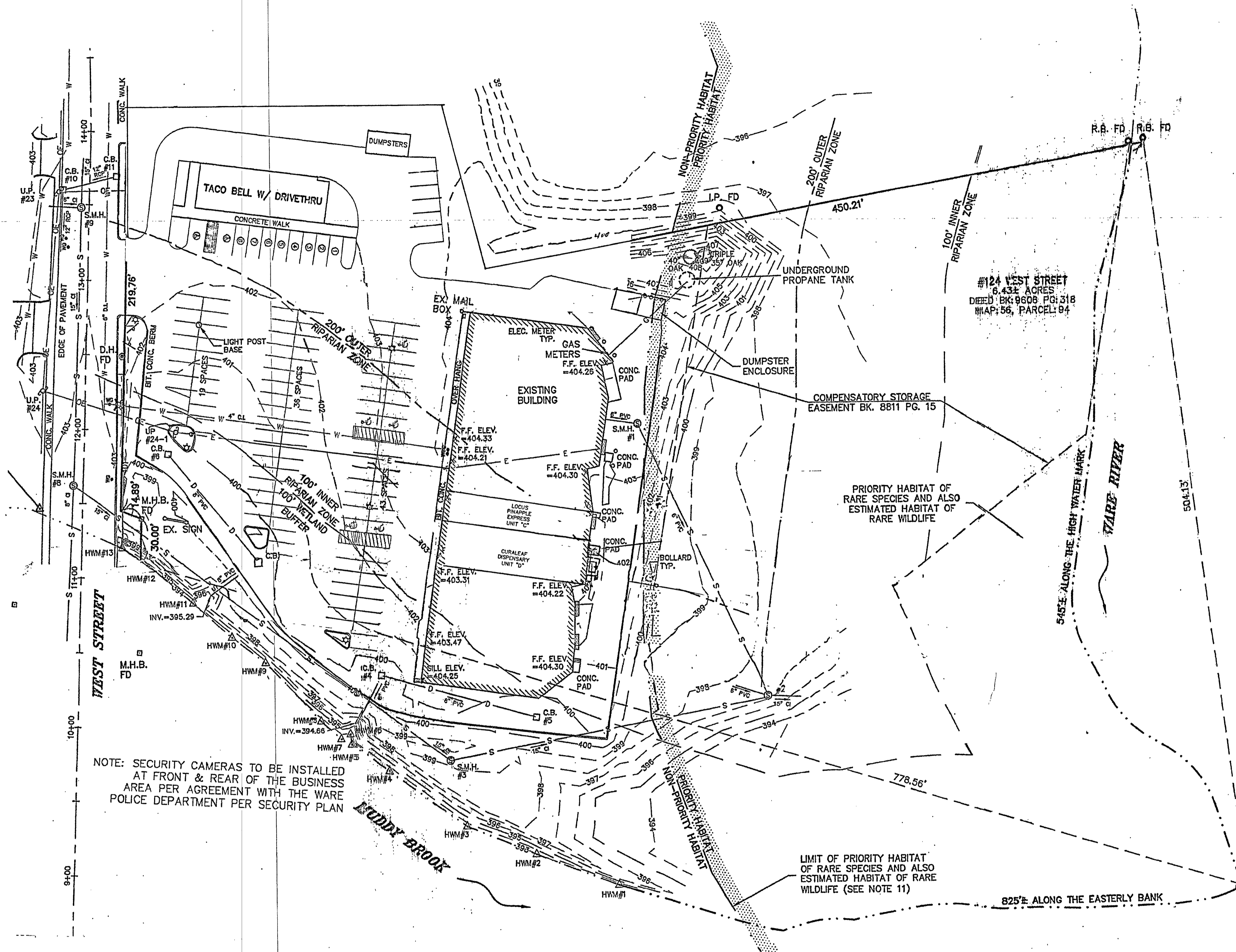
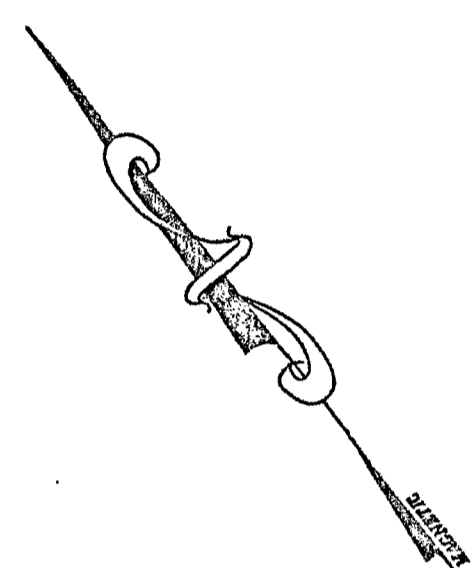
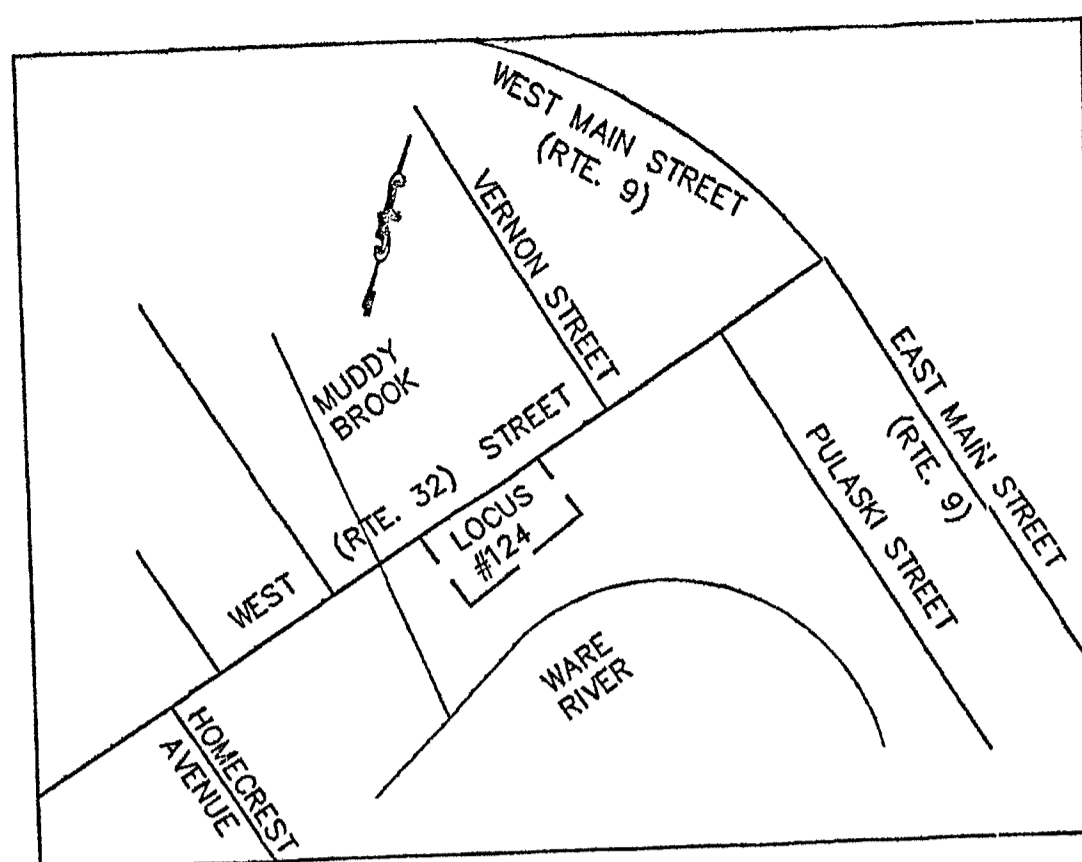
As per your request, we have reviewed the project site and discussed your current & future plans for the business, with especial regard to the product delivery plan. We have also reviewed the VHB traffic study that was produced for the Taco Bell facility that is located within the same retail complex as your proposed activity. This study was conducted in 2016 and determined that 15,700 vehicle trips per day, based on automated traffic counters) occurred on West Street at the site location. It was determined that this level would only increase slightly through the seven year study period as there were no major projects planned in the area. The study determined that traffic conditions on West Street in general were good with the signalized condition at Vernon Street operating at a high level of service. The study did project minor delays at the project site intersection with West Street in the AM & PM peak traffic times due to the Taco Bell development.

Your projections for the business call for an initial staff of two delivery drivers to provide customer drop off of product within Ware and surrounding locals. Product deliveries are proposed to be organized & loaded by 8:30 AM of each business day, with each of the drivers conducting two, four hour delivery routes per day. This would generate six trips per day per driver or a total of twelve trips related to the delivery operations during the startup of the business. It is projected that the delivery operations could double after a year of operation and be constant after that time. Assuming that there would be an average of four employees operating the business per shift, out of the premises, there would be a minimum of sixteen additional daily trips related to the project. It can be assumed that two of the site employees, assuming eight hour shifts over the twelve hour operating time and the two drivers would arrive during the morning peak traffic time (7AM to 9AM) and that the two drivers would return & exit for the day after their second delivery route during the afternoon peak traffic time (4PM to 6PM). The initial shift of site workers would be exiting just before peak PM traffic and the second

shift of site workers would arrive and exit outside peak traffic hours. This would yield six AM peak hour trips initially & ten peak hour trips after full build out. PM peak hour trips would be four initially and eight after full build out. The remainder of the eighteen staff and non-peak delivery trips would be spaced out over the non-peak hours of the day. Overall, the project could result in a total of 36 trips per day versus the 2016 volume of 15,700 trips per day on West Street or an increase of 0.2% in traffic volume. The study indicated that the evening peak hour traffic exiting the site was the most congested which is typical for an un-signalized intersection during peak traffic flow. The addition of two to four exiting trips generated by the project is not anticipated to negatively impact the congestion at this intersection.

Overall, West Street operates at a high level of service with minor delays at signalized intersections and lower than average accident levels. The site distance at the project site exit is more than adequate in both directions for exiting traffic and the increase in exiting traffic from the project is minimal as noted. It is not anticipated that the level of your operations will have any impact on the traffic flow on West Street or at the project site intersection with West Street.

EXHIBIT E
Site Plan



NOTE: SECURITY CAMERAS TO BE INSTALLED AT FRONT & REAR OF THE BUSINESS AREA PER AGREEMENT WITH THE WARE POLICE DEPARTMENT PER SECURITY PLAN

NOTE: THIS PLAN IS BASED ON AN EXISTING CONDITIONS PLAN BY SHERMAN & FRYDRYK, LLC LAND SURVEYING AND ENGINEERING, DATED SEPTEMBER 16, 2016

NOTE: ALL UNDERGROUND UTILITY LOCATIONS AND ELEVATIONS ARE APPROXIMATE AND MUST BE VERIFIED AT TIME OF CONSTRUCTION.
CALL DIG SAFE 1-800-344-7233

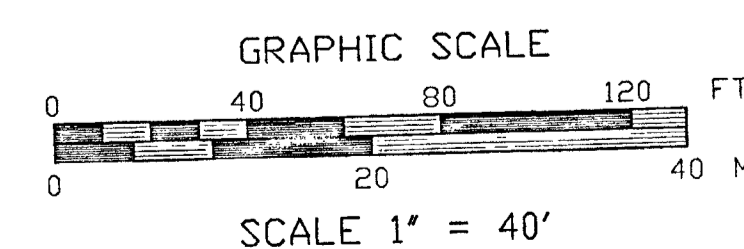
PROPERTY & ZONING REFERENCE

ASSESSORS MAP 56, PARCEL 94

ZONING DISTRICT: HIGHWAY COMMERCIAL

PROPERTY DATA

PROPERTY REFERENCE: BK 9606, PAGE 318
HAMPSHIRE DISTRICT REGISTRY OF DEEDS



OWNER: ALDRICH MANAGEMENT COMPANY, LLC
1975 HEMPSTEAD TURNPIKE, SUITE 309
EAST MEADOW, NEW YORK 11554-1703

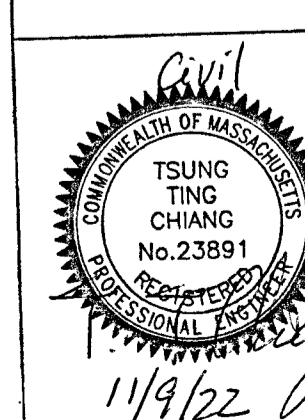
APPLICANT: PINAPPLE EXPRESS, LLC
124C WEST STREET
WARE, MASSACHUSETTS 01082

EXISTING SITE PLAN 124C WEST STREET WARE, MASSACHUSETTS

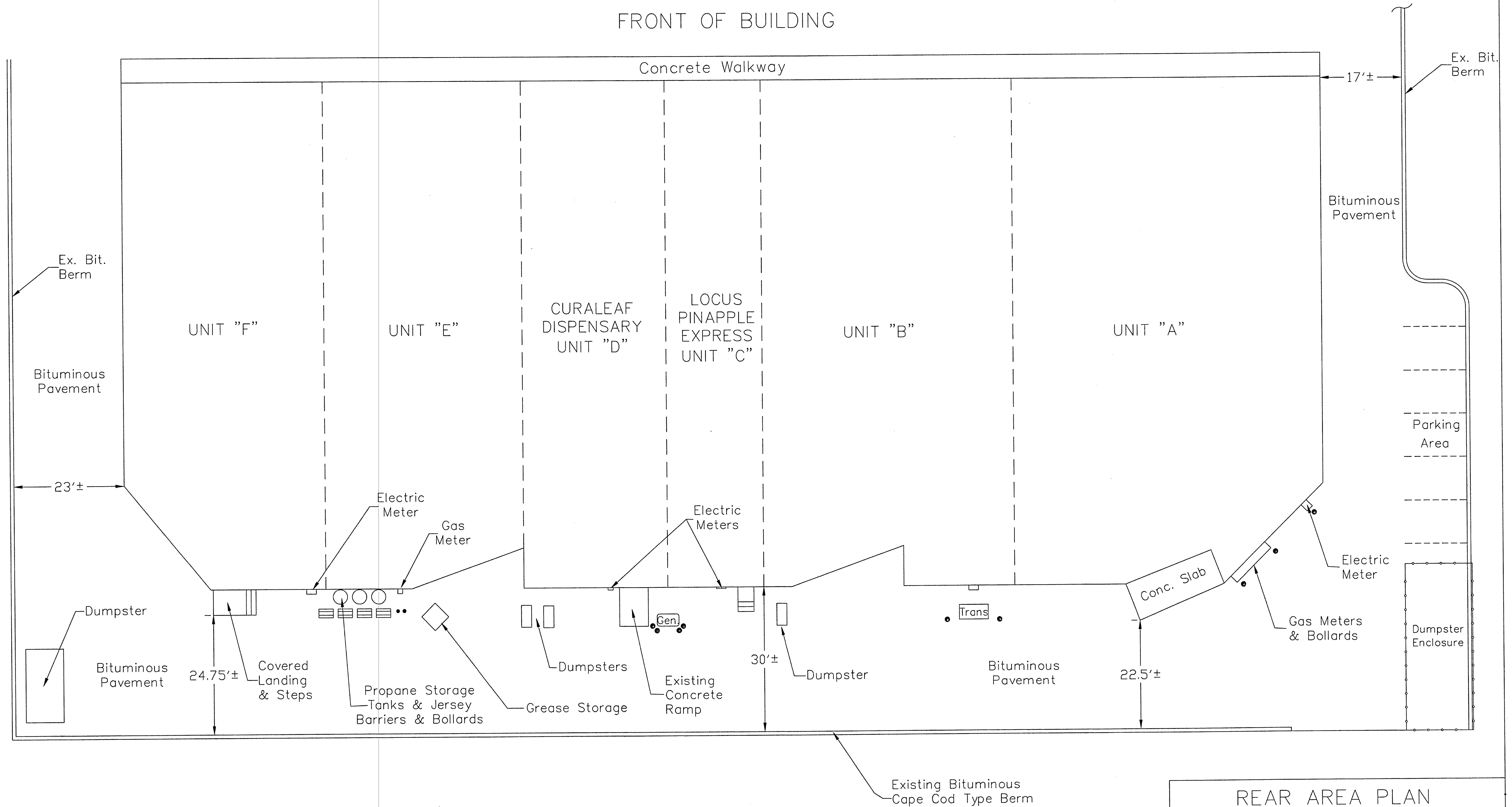
SCALE: 1"=40' DATE: NOVEMBER 3, 2022

PREPARED BY:
LAKEVIEW ENGINEERING ASSOCIATES

CIVIL ENGINEERING & ENVIRONMENTAL PERMITTING
P.O. BOX 787 HUDSON, MA 01749
(508) 232-8302



DESIGNED BY: S.E.P.	DRAWN BY: S.E.P.	CHECKED BY:
No.	DESCRIPTION REVISIONS	DATE
C:SDSK PROJ: 124 WEST ST. / DWG / SITE		SHEET 1 OF 2



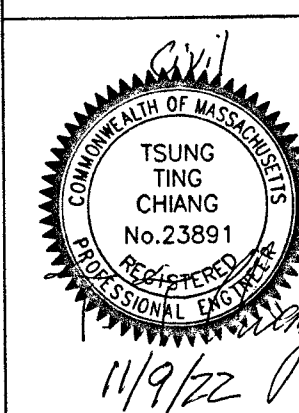
NOTE: ALL UTILITY & STRUCTURE LOCATIONS
ARE APPROXIMATE AND WERE BASED
ON A TAPE SURVEY OF THE AREA

REAR AREA PLAN 124 WEST STREET WARE, MASSACHUSETTS

SCALE: 1"=10' DATE: NOVEMBER 3, 2022

PREPARED BY:
LAKEVIEW ENGINEERING ASSOCIATES

CIVIL ENGINEERING & ENVIRONMENTAL PERMITTING
P.O. BOX 787 HUDSON, MA 01749
(508) 232-8302



DESIGNED BY: S.E.P.	DRAWN BY: S.E.P.	CHECKED BY:
No.	DESCRIPTION REVISIONS	DATE
C:SDSK PROJ: 124 WEST ST. / DWG / DETAIL		SHEET 2 OF 2