Mark Pruhenski
Town Manager

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Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2900
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Meeting via Zoom and in person at 334 Main Street, Great Barrington, MA
Order of Agenda for Monday, April 29th, 2024, at 5:30 PM

Please click this link to join the webinar: https://us02web.zoom.us/j/86048727526
Webinar ID: 860 4872 7526 Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Selectboard will be conducted both in-person and via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website: www.townofgb.org. Committee members and members of the public may attend this meeting in person or remotely. Instructions for remote access can be found at the top of this agenda. Every effort will be made to ensure that those attending remotely can access the proceedings in real time, via technological means.

5:00 PM: Selectboard site visit for the Timberlyn Heights Special Permit application (8b). Selectboard members only – no meeting or discussion

1. CALL TO ORDER SELECTBOARD MEETING

2. CONVENE INTO EXECUTIVE SESSION (will return to open session)
    a. Executive Session under MGL Ch. 30A, sec. 21(a)(3) for the following purpose: To discuss strategy with respect to potential litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares
        i. **Anticipated Motion:** Move that the Board meet in executive session pursuant to MGL Ch. 30A sec. 21(a)(3) for the following purpose: To discuss strategy with respect to litigation threatened against the Town concerning the December 8, 2023 Complaint and Police Department response at the W.E. B. Du Bois Middle School.
        ii. Roll Call Vote

3. RECONVENE INTO OPEN SESSION

4. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS

5. APPROVAL OF MINUTES
    a. March 25, 2024
    b. April 8, 2024

6. TOWN MANAGER'S REPORT
    a. Housatonic Water Works
    b. Annual Town Meeting Reminder

7. LICENSES AND PERMITS
    a. Spring License Renewals
    b. Application for Special Farm Winery License: Nine Pin Ciderworks, 32 Learned St., Albany NY, for sale and sampling at the Great Barrington Farmers Market, 18 Church St., from May 11, 2024 until November 11, 2024 – 9:00 AM through 1:00 PM
    c. Application for Common Victualler License: No Comply Foods, 258 Stockbridge Rd., GB
    d. Application for One Day Beer & Wine License: No Comply Foods, Hilltown Hot Pies Pop Up, 258 Stockbridge Rd., GB – May 4, 2024 from 11:00 AM through 9:00 PM
    e. Application for One Day All Alcohol License: Railroad Street Youth Project, Culinary Dinner Celebration Fundraising Event, 17 Seekonk Rd., GB – May 18, 2024 from 5:30 PM through 8:30 PM
    f. Application for One Day Beer & Wine License: Bard College at Simon's Rock, Two Day Alumni Reunion Event, 84 Alford Rd., GB
        i. May 31, 2024 from 12:00 PM through 11:00 PM
        ii. June 1, 2024 from 12:00 PM through 11:00 PM

8. PUBLIC HEARINGS
    a. Pole petition, work order number #30875972. Petition by National Grid and Verizon New England, Inc. to install 1 JO pole on Van Deusenville Road beginning at a point approximately 1,175 feet north of the centerline of the intersection of Division Street. National Grid requests to install a new 40-foot Class-2 midspan pole, numbered 6-50 onto public way of Van Deusenville Road for a new service to customer property: 12 Van Deusenville Road and permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said Petitioners may desire for distributing purposes.
        i. Open Public Hearing
        ii. Explanation of the Project
        iii. Public comments, speak in favor or opposition
        iv. Questions from the Selectboard
        v. Close Public Hearing
        vi. Selectboard discussion
        vii. Motion to continue/deny/grant

    b. Special Permit 942-24 continued from April 8th 2024: application from Bear Mountain 320 Properties, Timberlyn Heights Care Center, to construct an addition on the existing nursing home at 320 Maple Avenue, GB, filed per Sections 3.1.4, B(10) and 10.4 of the Zoning Bylaw.
        i. Open Public Hearing
        ii. Explanation of the Project
        iii. Public comments and questions, speak in favor or in opposition
        iv. Questions from the Selectboard

v. Comments from other Boards
vi. Selectboard discussion and draft findings
vii. Close Public Hearing
viii. Motion to continue/deny/grant

c. Triplex Cinema, Inc. Application for Amendment to Change or Alteration of Premises to an all Alcoholic Liquor License at 70 Railroad St., GB, MA 01230
   i. Open Public Hearing
   ii. Explanation of Project
   iii. Public comments and questions, speak in favor or in opposition
   iv. Questions from the Selectboard
   v. Close Public Hearing
   vi. Selectboard discussion
   vii. Motion to continue/deny/grant

d. Alteration of a Public Way, Elm Court: Per General Law ch. 82, sec. 22 to consider whether to alter Elm Court, a public way, by removing from the layout a portion thereof abutting 9 Elm Court
   i. Open Public Hearing
   ii. Explanation
   iii. Public comments, speak in favor or opposition
   iv. Questions from the Selectboard
   v. Close Public Hearing
   vi. Selectboard discussion
   vii. Motion to adopt an Order to alter the public way

9. PREVIOUS BUSINESS

10. NEW BUSINESS
   a. December 8th Independent Report Findings
   b. Real Estate Exemption Options – Discussion with Principal Assessor
   c. Review and comment to the Zoning Board of Appeals on the Special Permit application from Grigori Fateyev of AF Architecture on behalf of James Hendrick for exterior alterations of the nonconforming structure at 232 Main St., GB in the Village Center Overlay District
   d. Renewal Access Corporation Agreement with CTSB
   e. Requests from American Legion Murphy-Leary Post 298
      i. Annual Poppy Boot Drive between Gas House Lane and the entrance of JB Hull Oil Inc. on May 18, 2024 from 10:00 AM through 2:00 PM (rain date May 25th)
      ii. Memorial Poppy Fundraiser – donations collected at locations in Great Barrington and Housatonic throughout May 2024
   f. Proposed appointment to the Conservation Commission – Ashlee Van Deusen
   g. Proposed appointment to the Affordable Housing Trust Fund – Peter Most
   h. Proposed appointment to Design Advisory Committee – Bobby Houston

11. CITIZEN SPEAK TIME

Citizen Speak Time is an opportunity for the Selectboard to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each.

12. SELECTBOARD'S TIME

13. MEDIA TIME

14. ADJOURNMENT

NEXT SELECTBOARD MEETING

May 6, 2024 – (Annual Town Meeting) | May 9, 2024 – (Possible Continuation)
May 15, 2024 (Reorganization) | May 20, 2024 | June 3, 2024

Mark Pruhenski, Town Manager

Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law

In accordance with Great Barrington Town Code Chapter 146 Sec. 5J, the following real estate agencies have submitted applications for annual real estate sign licenses:

Alden Country Real Estate Services – 260 Hartsville-Mill River Rd., Mill River, MA 01244

Barnbrook Realty Corporation – 271 Main St., GB

Berkshire Property Agents – 12 Railroad St., GB

Cohen & White Associates, LLC – 47 Church St., Lenox, MA 01240

Great Barrington Owner, LLC – 321 Main St., GB

Helen Mullany Real Estate, LLC – 183 Main St., GB

Housatonic Real Estate – 402 Park St., Housatonic, 01236

Lance Vermeulen Real Estate – 283 Main St., GB

MacCaro Real Estate – 51 Main St., Lee, MA 01238

Roberts & Associates Realty, Inc. – 48 Housatonic St., Lenox, MA 01240

Stone House Properties, LLC – 35 Railroad St., GB

Wheeler & Taylor Realty Company Inc. – 333 Main St., GB

William Pitt Sotheby's International Realty – 306 Main St., GB

In accordance with Great Barrington Town Code Chapter 109 Sec. 2, the following organization has applied for renewal of their annual outdoor coin-operated soft drink and food machine license:

Wind in the Pines – 949 Main St., GB

Click this link to view applications and supporting documentation

APPLICATION BY A FARMER WINERY FOR LICENSE TO SELL AT A FARMER'S MARKET
(CH.138, §15F)

YEAR 20 24

pd. 4/19: ck #7458

1. Licensee Information:

ABCC License Number: (If Existing Licensee) NY 2194986

Name of Applicant: Nine Pin Ciderworks LLC

Business Name (d/b/a if different) :

Mailing Address: 32 Learned Street

City/Town: Albany State NY Zip 12207

Manager of Record: Sonya del Peral

Phone Number of Premises: 518-449-9999

Other Phone: 5183924267 Email: sonya@ninepincider.com Website: www.ninepincider.com

Contact Person concerning this application (attorney if applicable):

Name: Sonya del Peral City/Town: Albany State NY Zip 12207

Address: 32 Learned Street Email: sonya@ninepincider.com

Contact Number : 518-392-4267 Fax Number:

2. Event Information:

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach document from Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event: Great Barrington Farmers Market, Saturdays: 05/11/2024 - 11/09/2024

B. Contact person for applicant during event:

Name: Jake Samascott

Phone number of contact: 518-330-5649

C. Description of the premises within the Farmer's Market:

Address of Premises for the Sale of Wine: 18 Church Street

City/Town: Great Barrington State MA Zip 01230 Phone Number of Premises: 201-314-3811

Describe Area to be Licensed:

10' x 30' instant canopy, folding tables

APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A FARMER'S MARKET (CH.138, §15F)

3. Existing License(s) to Manufacture, Export and Sell at Retail:

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine to consumers: (Attach a copy of each license)

Name	License Type	License Address
Nine Pin Ciderworks LLC	US Basic Permit Wine Premises	929 Broadway Albany NY 12207
Nine Pin Ciderworks LLC	New York Farm Cidery	929 Broadway Albany NY 12207

4. Are you providing, without charge, samples of wine to prospective customers? Yes ☐ No ☒

Section 15F specifically requires that "all samples of wine shall be served by an agent, representative or solicitor of the licensee."

A. If yes, please provide names and addresses of all agents, representatives and solicitors:

Name	Address	ABCC License Number

B. Proof of Age for Sale to Consumers:

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers :

Photo ID check

5. Transportation and Delivery:

Please identify in detail all persons or businesses that are licensed under M.G.L. c. 138, §22 that will be making any delivery of wine on your behalf to the Farmer's Market in Massachusetts.

N/A

*If additional space is needed, please use last page.

APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A FARMER'S MARKET (CH.138, §15F)

6. Safety and Tax Registration:

Has the Farmer's Market registered with the Food and Drug Administration? Yes ☒ No ☐ Registration Date: 10/28/2015

7. Disclosure of License Disciplinary Action:

Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, list said interest below:

Date	License	Reason why license was Suspended, Revoked or Cancelled

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Note: The LLA may require additional information.

Signature: [illegible]

Title: Manager

Date: 4/4/24

Additional Space

Please note which question you are using this space for.

2013-BWNP-01332-O

DEPARTMENT OF THE TREASURY - ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

BASIC PERMIT

(Under Federal Alcohol Administration Act)

1. PERMIT NUMBER NY-W-21031

2. DATE OF PERMIT 08/30/2013

3. REGISTRY NUMBER (if applicable) BWN-NY-21028

4. DATE OF APPLICATION 05/22/2013

5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)
NINE PIN CIDERWORKS LLC

929 BROADWAY
ALBANY, NY 12207-0000

6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

*Used for Contract Bottling or Packaging/Branding Purposes

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

a. [ ] Distilled Spirits - [ ] distiller [ ] rectifier (processor) [ ] warehouseman and/or [ ] warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified,

b. [X] Wine - [X] producer and blender [ ] blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended,

c. [ ] Importer - importing into the United States the following alcoholic beverages:
while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported,

d. [ ] Wholesaler - Purchasing for resale at wholesale the following alcoholic beverages:
while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so Purchased.

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO OPERATIONS OFFICE WITHOUT DELAY.

THIS IS AN [X] ORIGINAL PERMIT [ ] AMENDED PERMIT

REASON FOR AMENDMENT

DATE OF AMENDMENT

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL

FOR JOHN J. MANFREDA, ADMINISTRATOR

TTB F 5170.2 (1/2005)

FARM CIDERY LICENSE
SERIAL #: 2194986
COUNTY: ALBANY

EFFECTIVE DATE: 01/31/2023
EXPIRATION DATE: 1/31/2026
CERTIFICATE #: 837492

NEW YORK STATE LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES: IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW

METHOD OF OPERATION

FARM CIDERY
seasonal outdoor seating
sidewalk cafe

NINE PIN CIDERWORKS LLC

929 BROADWAY
ALBANY NY 12207

FILING FEE	$100.00
LICENSE FEE	$225.00

Vincent G. Bradley
Chairman

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

SLA FORM 180-033 (10/09)

Certificate No. 0837492

FOLD AND TEAR HERE

FOLD AND TEAR HERE

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

Department of Agricultural Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
www.mass.gov/agr

MDAR MASSACHUSETTS DEPARTMENT OF AGRICULTURAL RESOURCES

Maura T. Healey	Kimberley Driscoll	Rebecca L. Tepper	Ashley E. Randle
GOVERNOR	LIEUTENANT GOVERNOR	SECRETARY	COMMISSIONER

4/2/2024

Sonya del Peral
Nine Pin Ciderworks LLC
32 Learned StreetAlbany,
NY 12207

Dear Sonya del Peral,

Please be advised that your application for certification of the Great Barrington Farmers Market occurring on Saturday 5/11/2024 through Saturday 11/9/2024 between the hours of 09:00 AM to 01:00 PM as an agricultural event pursuant to M.G.L.c. Section 15F has been approved.

Please remember that, upon certification of an agricultural event by MDAR, the farm-winery must submit a copy of the approved application to the local licensing authority along with the application for obtaining a special license from the city or town in which the event will be held. Upon issuance of a special license, the winery should confirm that a copy of the special license was sent by the local licensing authority to the Alcoholic Beverages Control Commission (ABCC) at least seven (7) days prior to the event.

Ashley E. Randle

Ashley E. Randle, Commissioner

1. Applicant information

Name of Licensed Farm-Winery: Nine Pin Ciderworks LLC

Farm-Winery License Number: 2194986

State of Issue: NY

Contact Person: Sonya del Peral

Address:

32 Learned Street
Albany, NY 12207

Phone Number: 518-392-4267

Email: sonya@ninepincider.com

Correspondence preference: Email

Do you intend to sell, sample, or both?

Sell
Sample

2. Event Information

Name of Agricultural Event: Great Barrington Farmers Market

Type of Event: Farmers Market (as defined by MDAR policy)

If you selected "Other Agricultural Event", how does this event promote local agriculture?

Event Address:

18 Church Street
Po Box 488 (mailing)
Great Barrington, MA 01230

Event Phone Number: 413-645-4685

Event Website: www.GreatBarringtonFarmersMarket.org

3. Event Description

What are the date(s) and time(s) of the event?
If this is a weekly event, on what day of the week does the event occur?

Start date: 05/11/24

End date: 11/09/24

Time: 09:00 AM

If this is a weekly event, on what day of the week does the event occur? Saturday

If the event is an agricultural fair, does the event include competitive agriculture? N/A

Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?

Yes

4. Event Management

Name of Event Manager: Dennis Iodice

Email Address: gbfmmanager@gmail.com

Phone Number: 413-645-4685

Is this person the on-site manager? Yes

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Hello,
Please find our 2024 "Application for Certification of an Agricultural Event for the Sale of Wine" for the Great Barrington Farmers Market attached.
If possible, please include jake@samascott.com and heather@samascott.com on future emails.
Thank you!
This is for Nine Pin Ciderworks / Samascott Orchards

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s):

https://massgov-my.sharepoint.com/:b:/g/personal/michael_w_orcutt_mass_gov/EbME_gq9jEVLo4WsiUqhJiQB_qSEuQsHpD6aATqa781ChA?name=/119598775_DennisIodiceResume.pdf

General

Attach a plan depicting the premises and the specific location where the license will be exercised.

https://massgov-my.sharepoint.com/:b:/g/personal/michael_w_orcutt_mass_gov/EVydt4_JZL9Hgxonv6YmRxYBmbsdL9DJbdSXP1uYhwVUww?name=/119598994_GBFM2024VENDORMAP.pdf

Signature of Applicant

I hereby certify that all information provided in connection with this application, including all attachments, is true, accurate, and complete to the best of my knowledge under the penalties of perjury. I further understand that any falsification, omission, or concealment of material fact may result in the denial of this application and further legal action by the Department.

Date: 03/29/24

Name: Jake Samascott

Title: Member

Farm-Winery License Number: 2194986

State: NY

For Department use only

Approval:

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. C138, Sec. 15F.

Signature:

Date: 4/2/24

Great Barrington Farmers Market
Dennis Iodice, Market Manager
PO Box 488
Great Barrington, MA 01230

March 16, 2024

Dear Samascott Orchards LLC & Nine Pin Ciderworks LLC;

I am pleased to announce that Samascott Orchards LLC & Nine Pin Ciderworks LLC has been accepted as a vendor at the 2024 Great Barrington Farmers Market, pending all necessary special licensing and/or permits. This is our 34th season and we expect it to be our biggest and best yet. The market runs every Saturday 9am to 1pm, from May 11th, 2024 to November 9th, 2024. We are located right behind Main Street at 18 Church Street Great Barrington, MA.

Sincerely,

Dennis Iodice
Market Manager
Phone: 413.645.4685
Email: gbfmmanager@gmail.com

VENDOR NAME	ADDRESS	PHONE NUMBER	MAIN CONTACT	ITEMS SOLD
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]		[redacted]	[redacted]
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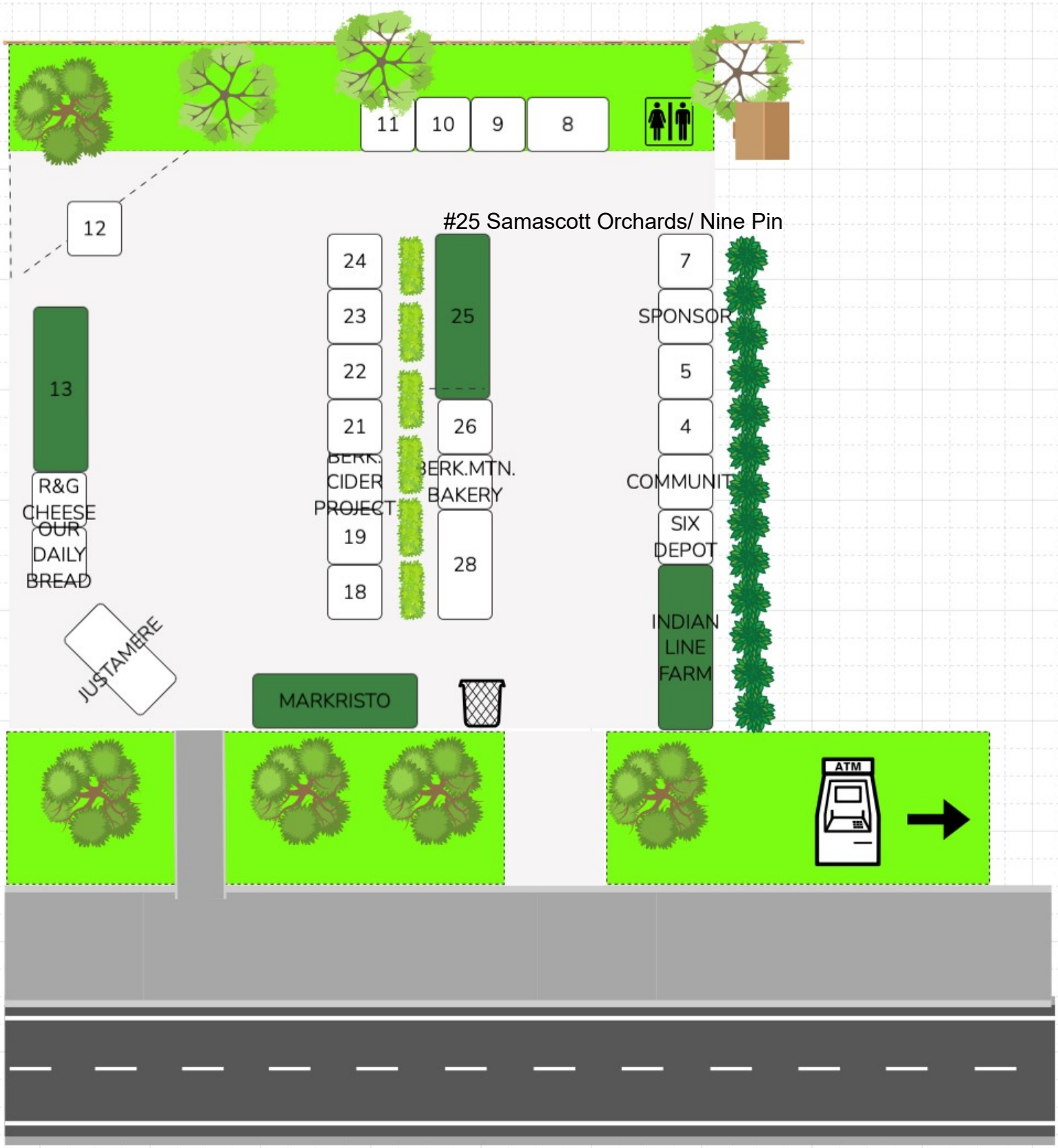
[redacted]				[redacted]
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Samascott Orchards	5 Sunset Avenue, Kinderhook, NY 12106	(518) 330-5649	Jake Samascott	Fruits/Veg.
[redacted]	[redacted]	[redacted]	[redacted]	
[redacted]			[redacted]	[redacted]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#25 Samascott Orchards/ Nine Pin
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FARM
JUSTAMERE
MARKRISTO
ATM

IMPORTANT! PLEASE RETAIN THESE RULES FOR FUTURE REFERENCE!

GREAT BARRINGTON FARMERS' MARKET
RULES AND REGULATIONS 2024 SEASON

PREFACE

We, The Great Barrington Farmers' Market, are a group of local farmers, food producers, and crafts people who have joined together to offer a weekly outdoor market to the people of the Great Barrington area.

Now entering our 34th year, the GBFM has always operated to promote locally grown and locally produced products. It is the belief of the GBFM that increased consumption of locally produced goods strengthens local farms and small businesses, improves the local economy, helps to develop community, and brings quality products and enjoyment to local consumers.

As a grower/producer market we take our commitment seriously that we as individuals and as a market are an integral part of a healthy local food system and that we offer for sale at the market only items which we have personally grown or produced.

The only exception is for those local items, deemed necessary by the steering committee, for which we have been unable to procure the actual grower/producer and for which we feel the market as a whole would be greatly enhanced. For further details see Section I Definitions, L, below.

All members of the GBFM are expected to take an active part in the market community. To that end, they are expected to volunteer their time and energy to aid in the successful operation of the market and to attend monthly on-site market meetings when invited.

Section I: Definitions

Please notice that the Great Barrington Farmers' Market (GBFM) is a 100% participating vendor' grown and/or produced market.

The following definitions contain requirements and are approved by the Great Barrington Farmers' Market (GBFM).

A. CONTROLLED LAND – real property that is either: owned, rented, or leased by the farm.
B. CUSTOM WORK – that labor which is not performed by the vendor or his/her regular help, but by another individual or organization which owns the equipment necessary to perform a specific task.
C. FARM – a business that is engaged in the production of goods, including crops and or other agricultural products and /or processed foods for the purpose of selling those goods at farmers' markets, and is operated by owners, managers, and/or employees who produce agricultural products only on controlled land of the farm, and for the purpose of selling those products at farmers' markets.
D. FARMER – any individual, or group, operating a farm and assuming financial risk for the production of crops and other agricultural products.
E. 100% FARMER GROWN AND PRODUCED – All products offered for sale by the participating farmer must be grown and produced by that farmer and not by any other source.
F. GROWN AND PRODUCED defined for each specific commodity as follows:
    a. EGGS must be produced by birds owned and cared for by the farm.
    b. FLOWERS, dried or fresh cut, must be planted, cultivated and harvested by the farmer on the

farm.

c. HERBS are defined as annuals, perennials or vegetables and defined therein.

d. HONEY must be extracted from hives that the farm owns or leases.

e. MEAT All livestock must be raised on your farm from weaning or born/hatched on your farm.

f. OTHER ITEMS – many other items may be offered at the GBFM, provided that the farm produces and/or processes those items. Please request further definitions for unique items.

g. PLANTS –ANNUALS must be started by the farm from seeds, plugs, cellpacks, corms, pre-finished stocks, cuttings, or bulbs and cared for by the farm, on the farm, for a minimum of thirty days.

h. PLANTS/PERENNIALS must be owned and cared for by the farm, on the farm, for a minimum of sixty days.

i. SMALL FRUIT must be planted, cultivated, and harvested by the farm on the farm.

j. TREE FRUIT all tree fruit must be planted, pruned, sprayed, and harvested by the farm on the farm.

k. VEGETABLES must be planted, cultivated, and harvested by the farm on the farm.

l. BAKED GOODS /PREPARED FOOD - Vendors must prepare goods from scratch. All major ingredients (such as fruit in fruit pies, meat in meat pies and eggs in quiche, etc.) must be regional and the source highlighted for customers to read. When a major ingredient is not regionally available (such as the chocolate in chocolate chip cookies), producers are still encouraged to source out whatever they can (such as eggs).

G. LEASED – Any real property, trees, plants, buildings, structures, greenhouses, etc. which are not owned by the farm/business, but which provide a benefit to that farm/business will be considered leased property regardless of the method of compensation. This includes, but is not limited to, bartering, a lease agreement, and other formal and informal arrangements. All products grown and produced under a leased arrangement must comply with the "Grown and Produced" section of the definitions above. In the case of leased tree fruit properties and any other perennial crops, the farm must maintain separate labor hour records for that labor which is performed on the leased property. All lease arrangements and labor records are subject to review upon inspection by the GBFM.

H. LOCAL/REGIONAL – Within a fifty mile radius of the GBFM, with possible exceptions made by the Steering Committee.

I. PARTICIPATING FARMER –The farmer, manager, or employee of the farm who physically attends the market and sells the goods.

J. SIGNAGE – Each vendor must display a sign indicating the name and location of his/her farm /establishment. In addition, processed food must also show the source of local ingredients and the location of processing, if different from farm/establishment. Signs must be legible and in plain view.

K. PREPARED FOOD VENDOR – any local non-farmer who produces sweet or savory processed foods and baked goods on property owned, leased, or rented by that non-farmer and who is approved to sell those items at the GBFM.

L. RESALE VENDOR – a Resale Vendor (Maximum 2) must:

a. Sell a product/products that the steering committee has agreed is/are missing from the market and would benefit the market as a whole.

b. Be able to procure and sell 100% locally grown/produced products.

c. Be reviewed each year for acceptance to the market and in the event of a grower/producer wanting to join the market, that vendor would take precedence over the reseller for the upcoming/following

season.

M. VENDOR – a farmer or supplemental vendor approved to sell products at the GBFM. Any reference to "Vendor" in the following sections of this document shall be deemed to include "all types of vendors."

Section II: General Market Regulations

A. **Members**: All potential participating vendors must submit an application annually to GBFM in order to be considered for participation. Criteria for acceptance of applications may include: ** Adherence to application and payment deadlines **Participation in previous year(s) **Willing volunteerism in the market in previous year(s) **Attendance record of previous year(s) **Volume of space available at the market site **Variety of products made available **Number and severity of warnings on record from the previous year **GBFM need for the product(s) offered.

B. Management:

a. The GBFM shall hold an annual meeting every fall. Notice shall be made at least one week in advance and may be made in person or by telephone, fax, U.S. mail, or e-mail. This meeting shall be open to all full-season and half-season and daily members of the market during the previous season. All members are expected to participate in the meeting; however, only paid-in-full members in good standing, either full or half season vendors shall have voting rights. Each farm shall have one vote. The meeting shall assess the previous season, anticipate the following season's needs and elect the steering committee. Vote shall be by secret ballot. In case of a tie a runoff election shall be held.

b. Ideally, or when required, the market shall hold a brief meeting once a month at the end of market for discussion.

c. The Steering Committee shall be comprised of five individuals who are members of the market during the season in which they are elected and are expected to be members of the market through their elected term. The Steering Committee is responsible for the management and leadership of the GBFM. All terms shall be for two years. In order to ensure continuity and overlap, three members shall be elected in even-numbered years and two members in odd-numbered years. There shall be no limit to the number of terms an individual may serve. Steering committee members shall be individuals, not farm members. All members of the Steering Committee will be working members and each shall take responsibility for market management, both as individuals and as a group. The first meeting of the year shall be held by the end of Nov. each year, at which time the group shall determine the division of responsibilities. Steering Committee members are expected to attend all steering committee meetings; absences should be minimal.

d. The Steering Committee's responsibilities shall include but are not limited to the following: *developing a budget for each years market *hiring and supervising a market manager, annually *hiring and supervising a bookkeeper *distributing and receiving applications for prospective vendors, both new and old *accepting and rejecting applicants for market and maintaining a waiting list of applicants *assigning spaces at market *developing and carrying out a publicity campaign *developing and carrying out a community relations program *taking, keeping and distributing typewritten notes from all meetings *supervising and supporting the Market Manager during operation of all Saturday markets *facilitating meetings and making agendas for market steering committee meetings*describing and assigning volunteer work expected to be done by the general market membership*one member of the Steering Committee shall serve as primary liaison to the market manager*one member of the steering committee shall serve as primary liaison to the market bookkeeper

e. Notice of Steering Committee meetings may be made in person or by telephone, fax, or e-mail,

with a weeks notice. Every effort shall be made to set future meeting dates at each meeting of the Steering Committee. Emergency meetings may be called with one day's notice; however vacancies may not be filled, nor members removed from the Committee at emergency meetings

f. Any member of the Steering Committee may resign at any time. If requested to do so by a majority of the remaining members, any member who resigns may continue to serve on the Steering Committee after resigning until the Steering Committee is able to replace that person.

g. Any member of the Steering Committee may be removed with cause by the unanimous vote of the other four members. Although it is hopeful that any such removal would never occur, cause could include: repeat failure to attend meetings; failure to act in a timely manner on their assigned responsibilities for market: breach of confidentiality; conflict of interest; or the inability to work with others in an amicable fashion.

h. Should there be a vacancy on the Steering Committee during the market season, a market meeting shall be called to elect an individual to fill the term of the vacancy. If the vacancy occurs while the market is not in session, the remaining members shall appoint an individual who is a member of the market to fill the empty position until the market opens.A meeting to elect someone to fill the vacancy shall be held when market opens, or at a pre-season all market meeting; the Steering Committee shall make a nomination; other nominations may be made by paid-in-full full season of half season vendors.

i. While the Steering Committee is responsible in a general way for the financial health of the GBFM it shall not be held responsible for the fiscal state of the market either as a group or as an individual. No individual member nor the entire group shall be liable in any lawsuit, accident, etc. that may occur around the GBFM. All members of the Steering Committee shall be listed on the market's liability insurance policy, along with the market manager and the owner of the property the market is located on.

j. Prospective vendors' applications shall be reviewed and voted on by the Steering Committee A majority vote is required to bring a new vendor into the market. The Steering Committee may take exceptions to the rules governing vendors on a case by case basis. These exceptions to the rules governing vendors may only be made in order to fill the overall needs of the market, for example, to provide a product which is otherwise unavailable and for which customers have reasonably and frequently requested. These exceptions shall not be made lightly and shall require a vote of 4 out of 5 members when there is a full Steering Committee; otherwise it shall require a unanimous decision. The Steering Committee shall consider the alternative of having the market purchase such product and the market manager to sell it, with proceeds going to the market, however this is not required.

k. The Steering Committee shall attempt to reach all decisions by consensus; however a vote may be called for by any member of the Steering Committee at any time during discussion. If a vote is called, a majority of members present must agree to take a vote.

l. The position of Market Manager is elected by the Steering Committee on or before the 15th of January, annually. The current Market Manager is the official manager at the market, having authority to enforce the GBFM rules and acting as a representative of the GBFM. If a problem or dispute arises, the Market Manager, with the aid of the Steering Committee, will settle disputes. In the interest of promptness, the decision made, whether by the market manager alone or, if possible, with any steering committee's assistance, shall be final, but subject to appeal. Any vendor or vendors involved in a dispute shall have the right to ask for a follow-up meeting, discussion, and reconsideration by a quorum of the steering committee, whose decision shall then be final. That appeal process must be started within one week of the market; the meeting and discussion must

take place within one week of that time. It may be held in person, by phone, or by e-mail at the discretion of the Steering Committee. The Steering Committee shall have final authority over all disputes.

C. **INSURANCE**

a. The GBFM shall carry liability insurance which protects the market. However, it does NOT protect the individual vendor. The owner of the property rented for the GBFM will be listed as an "additionally insured." All Steering Committee members and the market manager shall also be listed as additionally insured.

b. All vendors must carry their own General Liability Coverage Policy. A certificate of insurance must be submitted with the annual market application form.

c. Any accident or injury must be reported immediately to the Market Manager.

D. **SET UP/DISPLAY**

a. If a participating vendor is unable to attend on any given week, he/she must call the Market Manager before that market day begins. There will be no reimbursement for absences. Chronic absences that negatively affect the market, as decided by the Steering Committee, may result in the loss of selling space.

b. Vendors should set up, display, and package their products in a way that protects their products from the elements. Vendors must also ensure that their physical set up is safe and hazard-free for all market participants. Awnings, tents, banners, etc. must be adequately secured.

c. Vendors should arrive at the market 30-60 minutes before opening and must be ready to sell five minutes before opening. In the case of a late arrival, the Market Manager has the discretion to change that vendor's location or to refuse that vendor permission to set up.

d. No vendor vehicles will be permitted in the market after twenty minutes before market opening. All vehicles must be removed from the market area by five minutes before market opening. All vendors must drive in a reasonable and prudent manner with public safety first in mind while at market. All vendors must take care not to damage the building structures or physical grounds. Any such damage must be reported immediately to the Market Manager.

e. The sale of goods is discouraged before the market officially opens and after it closes.

f. All necessary licenses, certificates, sales tax documents, coupon acceptance notices, etc. must be appropriately displayed where required.

g. Vendors are encouraged to have business cards available for customers.

h. Each vendor must keep the area in and around his/her space clean at all times. Each vendor must leave his/her assigned space in broom clean condition by market closing. No foodstuff, rubbish, or personal belongings of any sort shall remain on the ground, in nearby trash barrels, in dumpsters, or anywhere else in the vicinity, after the market is officially closed. All refuse must be taken home with the vendor.

i. The railroad tracks must remain free of debris. No vendor may throw, place, or let the wind blow an object into the area of the railroad tracks.

j. Vendors are required to remain at the market for the entire market day until the official closing time.

k. Early closing due to severe weather conditions shall be at the discretion of the Market Manager/Steering Committee representative.

E. **PRODUCTS**

a. Processed foods as discussed in Section II(O) below may be sold if made locally. The vendor is responsible for complying with all requirements and licenses set by the town or city, state of

Massachusetts, and the Federal Government (USDA, FDA, and potentially others).

b. Prepared food vendors offering processed foods or other products made of locally grown food or other plant products shall be given preference over other prepared food vendors.

c. All products must have appropriate signage, including price.

d. All products should be of top or grade A quality. Any seconds or canners may be offered but must be labeled as such. The Market Manager has the right to ban any inferior products from the sales area.

F. **PUBLIC REGULATIONS**

a. Produce may be sold by the bunch, piece, container, or by weight.

b. Vendors planning to use a scale should have it sealed by an official state or city Sealer of Weights and Measures. Household scales are not permitted.

c. No solicitors, collection drives or manufactured products are permitted in the market area without the prior written approval of the Steering Committee.

d. Prices will be fair market value, negotiated by the vendor and the customer. No warranty of any sort, express or implied, may be made by the Steering Committee, Market Manager, city or town on behalf of the vendors or the market.

e. Each vendor is responsible for his/her own compliance with any applicable local, state or federal laws.

f. Participating vendors are prohibited from the use of or being under the influence of drugs or alcohol while in attendance at market.

g. Pets are prohibited from attending the GBFM with vendors.

h. Participating vendors are prohibited from engaging in any behavior not appropriate for a public setting including, but not limited to, use of obscene or abusive language and or physical violence.

G. **RULES AND ENFORCEMENT** These rules are intended to be in the best interest of the GBFM, its vendors, and customers. The Steering Committee may, at any time, modify or add to these rules, to better serve these interests. The market manager is responsible for enforcing all rules. The prescribed penalties for violations of the above rules are as follows:

a. First offense – The violator shall receive a written warning.

b. Second incidence of same offense – The violator shall receive a second written warning accompanied by a fine of $50.00 to be paid to the GBFM prior to the vendor's next attendance at the market.

c. Third incidence of same offense – The violator shall be prohibited from participating in the GBFM for the next scheduled market.

d. Any offense or combination of offenses shall, at the discretion of the Steering Committee, subject the violator to denial of future participation in the GBFM.

H. **PAYMENT SCHEDULE** Will be included with application

I. **ENFORCEMENT PROCEDURES** The following sections do not refer to infractions of rules or regulations, but to requirements relating to the source of products offered for sale at farmers' markets, such as, but not limited to:

a. Selling any product which is not grown and/or produced by the participating vendor

b. A repeated lack of appropriate signage, inaccurate signage, or misleading signage

c. Egregious or repeated rude or socially unacceptable behavior towards the public or other vendors.

J. **VISITS AND ENFORCEMENT**

a. Farm and Prepared Food Vendor Visits: the GBFM conducts visits as a matter of routine, and all

farmers and prepared food vendors who participate in the GBFM are subject to these visits at the discretion of the GBFM Steering Committee. The intent of these farm and prepared food vendor visits is to help GBFM better understand the needs and expectations of our members and to document their occupational practices. This may include reviewing product lists, acreage reports and any other relevant information. GBFM may use this information to determine whether additional visits are necessary. Farm and prepared food vendor visits are intended to be made on a friendly basis and without cause. Any vendor who applies for participation in GBFM and who did not attend the previous year should anticipate one to three visits during the season.

b. Farm and Prepared Food Vendor Inspections: made only at the request of the GBFM Market Manager or the GBFM Steering Committee. The intent of inspections is to verify that a farmer prepared food vendor is in compliance with the rules of the GBFM at any time there is a reasonable doubt that a farm is a *farm* as defined above or that a prepared food vendor is producing what he/she purports to produce, or when the source of more than five products is in question at any one time. Farm inspections are made for cause.

c. Any vendor who is the subject of an inspection shall receive written notice of the inspection including, but not limited to, the cause of the inspection, the timing of the inspection, and the GBFM expectations of the vender prior to and during that inspection. The inspection will require a minimum of four hours of time in full daylight, and GBFM will conduct the inspection within one to seventy- two hours after written notice is provided. (2) All vendors who are subject to inspection must provide all documents pertinent to the production of their products. These may include: **Current year and one year prior seed and plant material receipts; **Current and one year prior fertilizer receipts **Current and one year prior pesticide receipts **Current and one year prior materials receipts **Current and one year prior ingredients receipts ** Property deed **Lease or rental agreement **Current detailed employment records **Current list of equipment currently owned and functioning **Full access to the vendor and employees for verbal interviews

d. Product Inspections will be made by the GBFM Steering Committee designee at the request and at the expense of any GBFM member. Product inspections verify the grown and produced source of any product offered for sale at the GBFM when a GBFM member suspects a rules violation. Product inspections are made for cause.

    i. Any vendor who is the subject of an inspection for source of product will receive written notice of the inspection, including, but not limited to, the cause of the inspection, the timing of the inspection, and the GBFM expectations of the vendor prior to and during that inspection. The product inspection will require a minimum of two hours in full daylight and GBFM will conduct the inspection within one to seventy-two hours after written notice is provided.

    ii. All vendors who are subject to inspection for source of product must provide all documents pertinent to the production of that product. These may include: **Current year and one year prior seed and plant material receipts **Current and one year prior pesticide receipts **Current and one year prior materials receipts **Current and one year prior ingredients receipts **Full access to the vendor and employees for verbal interviews. ** Other documentation may be requested to provide additional information as the particular circumstances may require.

K. **Filing of Grievances**

a. A complaint may be lodged by any GBFM member against any other member who is suspected of selling one or more products in violation of the market rules. All complaints must be filed with either the Market Manager or the Steering Committee. The Market Manager will process the

grievance form (provided by the Steering Committee) which will include: **the signature of all parties filing the grievance, along with printed names, addresses and telephone numbers **the name address and telephone number o f the accused vendor **a list of the product(s) in question, and the justification for the grievance by the vendor(s) lodging the grievance **a brief written assessment of the issues by the Market Manager **cash or a check made out to GBFM paid by the filer in the amount of $100.00 for the first product and $50.00 for each additional product, to cover the product inspection fee. The Market Manager/Steering Committee will issue a copy of the grievance to each filer, and to the accused party, no more than two days after the grievance is filed.

L. **Determination of Grievances** Upon receipt of the grievance, the GBFM Steering Committee or a designated agent will do a product inspection (as detailed in Product Inspections above) and prepare a summarized written report of the findings. A copy of the report will be issued to the Market Manager, Steering Committee, to each vendor who filed the grievance and to the accused vendor prior to the close of the market one week following the date that the grievance was filed. If the inspection finds sufficient evidence to show that market rules have been violated, the inspection fee will be returned in full to the vendor(s) who filed the grievance. If the inspection finds that the accused vendor is not in violation of market rules, the inspection fee will be deposited into the GBFM account to cover the costs of inspection and the matter will be dropped.

M. Penalties

a. If a violation of market rules has been determined, a written notice of penalty will be issued promptly via certified mail or hand delivery, to the violating vendor by the Steering Committee or Market Manager. An appeal form will be issued along with the penalty notice. The prescribed penalties for violation of rules regulating the source of one to five (1 to 5) products are as follows:

i. First Offense – The violator shall pay a fine of TWO HUNDRED ($200) DOLLARS for the first product, and ONE HUNDRED ($100) DOLLARS for each product thereafter. Said fine amount shall be deposited into the GBFM account. The fine shall be paid IN FULL prior to that vendor's return to the GBFM.

ii. Second Offense – The violator shall pay the appropriate fines as in the first offense, **AND** the violator shall be prohibited from **SELLING THE PRODUCT(S) AT THE GBFM** for a period of fifty-two (52) weeks following determination of the second offense, regardless of the source of production during that period.

iii. Third Offense – The violator shall be **PROHIBITED FROM PARTICIPATING IN THE GBFM** for a minimum of fifty-two (52) weeks following the determination of the third offense. There will be no reimbursement of market fees, **AND** the violator's application **may not be considered** after that period of time where the variety and volume of similar product lines are being satisfied by other vendors.

b. Gross disregard of these Rules and Regulations such as: ** The sale of more than five products from sources not allowed by market rules ** The selling of products by any party who is not a vendor as defined herein ** The selling of products under a fraudulent lease agreement ** The act of not complying with the terms of a lease agreement relative to the definition of "grown and produced" herein shall subject the violator to the following penalties: **UPON THE FIRST OFFENSE AND WITH NO PREVIOUS WARNINGS, THE VIOLATOR WILL BE PROHIBITED FROM PARTICIPATING IN THE GBFM FOR A MINIMUM OF FIVE (5) YEARS EFFECTIVE ON THE DATE OF DETERMINATION AND WITH NO REIMBURSEMENT OF MARKET FEES.**

N. Appeals

a. A vendor may file an appeal of a determination with the GBFM Steering Committee by

completing the Appeals Form that accompanies the penalty letter. An appeal must be filed within fourteen (14) days of receipt of the penalty letter.

b. The GBFM Steering Committee shall review the appeals form and shall elect two of its five members who are most qualified and least connected to the case to move forward. These two will review the case, make appropriate inspections, and write a report of their findings.

c. The Steering Committee will take no less than two (2) and no more than four (4) weeks from receipt of the appeal to render their decision. Said decision is final.

d. During the appeal process, the violator is required to adhere to the original penalty (ies).

O. **SALE OF PROCESSED FOODS**

a. Processed artisanal foods shall be made and produced by the owner and staff of the market member business.

b. Preference shall be given to individuals/businesses using locally grown foods in the production of their processed foods.

c. It is the responsibility of the vendor to comply with all local, state, and federal health laws regulating the production, licensing and labeling of processed foods.

d. Any permits or licenses required for the sale of a processed food must be submitted to GBFM along with the vendor's application prior to the sale of the processed food(s) at the GBFM.

e. The Market Manager has the right to require that a participating vendor remove a processed food from the selling display if the appropriate permit, license, or labeling is not apparent.

f. Suggested working definitions are listed below for **guidance** during the selling season. The Steering Committee may modify these definitions on a case- by-case basis:

i. **BAKED GOODS – prepared by the vendor, using locally grown fruits, vegetables, and other agricultural commodities whenever possible.

ii. **CIDER –apples must be produced by the vendor's farm, and the cider must be pressed by the vendor's farm or, if custom pressed, cider must have appropriate signage.

iii. **DAIRY PRODUCTS – raw milk must have been produced by the vendor's farm animals and/or processing must be done by the vendor's farm. All products must have appropriate signage. **JAMS, JELLIES, PRESERVES –raw product must have been produced by the vendor and/or processing must be done by the vendor, or if custom processed, products must have appropriate signage.

iv. **MEAT PRODUCTS – vendor must raise all animals.

v. **MAPLE PRODUCTS – raw sap must be produced by trees tapped by the vendor and/or the vendor must do all the processing and packaging.

vi. **ORNAMENTAL PLANTS, ARRANGEMENTS, CRAFTS – must be produced and/or processed by the vendor.

vii. **POULTRY PRODUCTS-vendor must raise birds and processing must be done by the vendor.

P. **SEVERANCE** If any provision of the Rules and Regulations of The Great Barrington Farmers' Market 2017, is at any time deemed to be void or unenforceable by a court or competent jurisdiction, the remaining provisions shall not thereby be affected.

RESUME

Dennis Iodice

[redacted]

PROFILE

EXPERIENCE

Manager, Great Barrington Farmers' Market, Great Barrington, MA - May 2023 - Present

Business Manager, Berkshire Mountain Bakery, Housatonic, MA Nov. 2017 - Present

Vice President, Arkitektura In-Situ, San Francisco, CA Jan. 2015 - Oct. 2017

Executive Sales Manager, Arkitektura In-Situ, San Francisco, CA June 2013 - Jan. 2015

VOLUNTEER EXPERIENCE

Board Treasurer, Berkshire Food Co-op - 2023 - Present

Board President, BerkShares, Inc. - 2022 - Present

EDUCATION

Fashion Institute of Technology, NY, NY — Interior Design Program

SKILLS

Computer/Cloud; iOS, SaaS, QuickBooks Online, Shopify.
Interior Design; F.F.E. Specifications, Color, Space planning, Programming, Project Management

COMMONWEALTH OF MASSACHUSETTS
TOWN OF GREAT BARRINGTON
APPLICATION FOR ANNUAL COMMON VICTUALLER LICENSE

FEE: **$25.00** (Payable to the Town of Great Barrington) **DATE:** 4/18/24

NOTICE:
As provided by MGL Chapter 140, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

TO THE LICENSING AUTHORITY:
The undersigned hereby applies for a Common Victualler License in accordance with the provisions relating thereto:

OWNER(S) NAME: Stephen Browning

NAME OF BUSINESS: No comply Foods LLC

D/B/A (if applicable): No comply Foods LLC

MAILING ADDRESS: 258 Stockbridge Rd, GB 01230

BUSINESS TELEPHONE: 917-376-8370 CELL PHONE:

EMAIL: nocomplyfoods@gmail.com

LOCATION WHERE LICENSE IS TO BE USED: 258 Stockbridge Rd, Great Barrington, MA 01230

DAYS OF OPERATION: Fridy, Saturdy, Sundy, Monday

HOURS OF OPERATION: 5pm-9pm 11am-9pm 11am-9pm 5pm-9pm

DESCRIPTION OF PREMISES: two story building w/ restaurant downstairs

OUTSIDE SEATING: none

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Individual or Corporate Name

By:
Corporate Officer (if applicable)

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information **Please Print Legibly**

Business/Organization Name: No Comply Foods LLC

Address: 258 Stockbridge Rd

City/State/Zip: Great Barrington, MA 01257 Phone #: 917-376-8370

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 4 employees (full and/ or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Security National Insurance Company

Insurer's Address: 800 Superior Ave East, 21st Floor

City/State/Zip: Cleveland, OH 44114

Policy # or Self-ins. Lic. # SWC1488151 Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____ Date: 4/18/24

Phone #: 917-376-8370

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

Security National Insurance Company

A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Ncci Code: 40533

1. Insured:
   No Comply Foods LLC
   55 S Main St
   Sheffield, MA 01257

   Other workplaces not shown above:
   None

   Producer:
   WHEELER & TAYLOR, INC.
   333 MAIN STREET
   GREAT BARRINGTON, MA 01230

Policy Number: SWC1488151

___Individual ___Partnership
___Corporation or X LLC
Federal Tax ID: 863466178
Risk Id:
Renewal of: New

2. The policy period is from 3/22/2024 to 3/22/2025 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Massachusetts

   B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	$500,000 each accident	$500,000 policy limit	$500,000 each employee

   C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
   All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

   D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

   See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	**1,428**
STATE ASSESSMENT	**60**
TOTAL ESTIMATED COST	**1,488**
Minimum Premium	384
Deposit Premium	201

Issue Date: 3/19/2024

Countersigned by: _____
Authorized Representative

Security National Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: No Comply Foods LLC

Policy Number: SWC1488151

EXTENSION OF INFORMATION PAGE FOR ITEM #1
ITEM 1: NAMED INSURED and WORKPLACES

NAMED INSURED:	No Comply Foods LLC	Fein: 863466178
WORKPLACES:	Location Number 1. 258 Stockbridge Rd Great Barrington, MA 01230	

Security National Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: No Comply Foods LLC

Policy Number: SWC1488151

EXTENSION OF INFORMATION PAGE FOR ITEM #3.D
ITEM 3.D: ENDORSEMENT SCHEDULE

State	Form Number	Description
	WC990001B	DECLARATIONS PAGE
	WC000000C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
	WC000310	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE
	WC000404	PENDING RATE CHANGE ENDORSEMENT
	WC000406A	PREMIUM DISCOUNT ENDORSEMENT
	WC000414	NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
	WC000422C	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
MA	WC200301	MASSACHUSETTS LIMITS OF LIABILITY ENDORSEMENT
MA	WC200302	MASSACHUSETTS - ASSESSMENT CHARGE
MA	WC200303C	MASSACHUSETTS NOTICE TO POLICYHOLDER ENDORSEMENT
MA	WC200401	MASSACHUSETTS PENDING PREMIUM CHANGE ENDORSEMENT
MA	WC200405	MASSACHUSETTS PREMIUM DUE DATE ENDORSEMENT
MA	WC200601A	MASSACHUSETTS CANCELLATION ENDORSEMENT
MA	WC200604	MASSACHUSETTS POLICY DEFINITION ENDORSEMENT

Security National Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: No Comply Foods LLC

Policy Number: SWC1488151

EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS

Classifications	# of Emps	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per $100 of Remun.	Estimated Annual Premium
Massachusetts					
Restaurant NOC	3	9079	169,400	0.73	1,237
MA Rate Deviation	0	9037		0.00	-248
Manual Premium					989
Total Manual Premium					989
Premium for Increased Limits Part Two: 1% (500/500/500)		9807			10
Premium to Equal Increased Limits Minimum Charge		9848			40
Total Premium Subject To Experience Modification					1,039
Experience Modification N/A					1,039
Terrorism 3%		9740			51
Catastrophe (other than Terrorism) 0%		9741			0
Expense Constant		0900			338
Total MA Premium					1,428
DIA Assessment 4.82%		9751			60
Total MA Cost					1,488

TOTAL ESTIMATED ANNUAL PREMIUM **1,428**

STATE ASSESSMENT **60**

TOTAL COST **1,488**

Security National Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

INFORMATION PAGE

Insured: No Comply Foods LLC

Policy Number: SWC1488151

PAYMENT SCHEDULE

Statement Closing Date	Payment Due Date	Description	Amount Due
	4/4/2024	Downpayment	$201.00
	5/22/2024	Installment 1 of 9	$143.00
	6/22/2024	Installment 2 of 9	$143.00
	7/22/2024	Installment 3 of 9	$143.00
	8/22/2024	Installment 4 of 9	$143.00
	9/22/2024	Installment 5 of 9	$143.00
	10/22/2024	Installment 6 of 9	$143.00
	11/22/2024	Installment 7 of 9	$143.00
	12/22/2024	Installment 8 of 9	$143.00
	1/22/2025	Installment 9 of 9	$143.00
			Total Cost $1,488.00

Fee: $25.00 (per day)

APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:
The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Stephen Browning

Organization Name: NO Comply Foods

Applicant's Address: 258 Stock BRIDGE Road

Telephone Number: 917-376-8370

Type of License: (Circle one) **ONE DAY BEER & WINE** **ONE DAY ALL ALCOHOLIC**

Event: Hilltown hot dogs Pop up

Date: 5/4/24 Start Time: 11:00 End Time: 9:00

Event Address: 258 Stock BRIDGE Road

Is the Event on Town property? **YES** **NO**

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
   (If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Signature of Applicant

4/22/24
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

Fee: $25.00 (per day)
pd cash reciept #555986

APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:
The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Andrew Davis andrew@rsyp.org

Organization Name: Railroad Street Youth Project

Applicant's Address: 60 Railroad St, GB, 01230

Telephone Number: 860 206 6059

Type of License: (Circle one) **ONE DAY BEER & WINE** **ONE DAY ALL ALCOHOLIC**

Event: Fundraising event - Culinary Dinner Celebration

Date: May 18, 2024 Start Time: 5:30 End Time: 8:30

Event Address: 17 Seekonk

Is the Event on Town property? **YES** **NO**

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
   (If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Signature of Applicant 4/17/24 Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

Gmail

Andrew Davis <andrew@rsyp.org>

Railroad Youth Project dinner.

Steven Picheny <stevegbma@me.com> Tue, Apr 16, 2024 at 3:00 PM
To: Andrew@rsyp.org

The following serves as our permission to use our property at 17 Seekonk Road Great Barrington for the Railroad Street fundraising dinner on May 18 2024

Steven and Helice Picheny
Helice Picheny

Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.0

For coursework completed on October 28, 2019

provided by Health Communications, Inc.

is hereby granted to:

Sarah Hartt

Certification to be sent to:

PO Box 118

Mill River MA, 01244-0118 USA

HEALTH COMMUNICATIONS INC.

eTIPS

TIPS® | 360 TRAINING™ A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Oona Sellew

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	04/06/2024	04/06/2027	ON-000033245834

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

TIPS® On-Premise

CERTIFIED

Issued: 04/06/2024 **Expires:** 04/06/2027

Certificate #: ON-000033245834

Oona Sellew
86 Monument Valley Rd
Great Barrington MA 01230

TIPS® | 360 TRAINING™ A 360TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

RAILSTR-01 SLAROCK

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lawrence V. Toole Insurance Agency
195 Main Street
Lee, MA 01238

CONTACT NAME: STACEY L LAROCK
PHONE (A/C, No, Ext): (413) 243-0089 FAX (A/C, No): (413) 243-4221
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Railroad Street Youth Project
Ananda Timpane
PO Box 698
Great Barrington, MA 01230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2622867	12/19/2023	12/19/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2619812	12/19/2023	12/19/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	HOST LIQUOR			PHPK2622867	12/19/2023	12/19/2024	PER OCC	1,000,000
A	HOST LIQUOR			PHPK2622867	12/19/2023	12/19/2024	AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: MAY 18TH GALA

CERTIFICATE HOLDER

TOWN OF GREAT BARRINGTON
334 MAIN ST
Great Barrington, MA 01230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Stacey L LaRock

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The ACORD name and logo are registered marks of ACORD

Fee: $25.00 (per day) – pd ck # 50134027

APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:
The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Daniel Nevers_____

Organization Name: Bard College at Simon's Rock

Applicant's Address: 84 Alford Road, Great Barrington, MA_____

Telephone Number: 413-528-7276_____

Type of License: **ONE DAY BEER & WINE** **ONE DAY ALL ALCOHOLIC**
(Circle one)

Event: Two-Day Alumni Reunion Event_____

Date: D a y 1 5 / 3 1 / 2 4 ____ Start Time: 12 noon EST___ End Time: 11 pm EST_____

Event Address: 84 Alford Road, Great Barrington, MA_____

Is the Event on Town property? **YES** **NO**

PLEASE ATTACH THE FOLL1OWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
   (If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Daniel Nevers April 12, 2024
Signature of Applicant Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

Fee: $25.00 (per day) – pd ck # 50134027

APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:
The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Daniel Nevers_____

Organization Name: Bard College at Simon's Rock

Applicant's Address: 84 Alford Road, Great Barrington, MA_____

Telephone Number: 413-528-7276_____

Type of License: **ONE DAY BEER & WINE** **ONE DAY ALL ALCOHOLIC**
(Circle one)

Event: Two-Day Alumni Reunion Event_____

Date: D a y 2 6 / 1 / 2 4 _____ Start Time: 12 noon EST___ End Time: 11 pm EST_____

Event Address: 84 Alford Road, Great Barrington, MA_____

Is the Event on Town property? **YES** **NO**

PLEASE ATTACH THE FOLL1OWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Daniel Nevers
Signature of Applicant

April 12, 2024
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Waldorf Risk Solutions, LLC
PO Box 590
Huntington NY 11743

CONTACT NAME:
PHONE (A/C, No, Ext): 631-423-9500 FAX (A/C, No): 631-424-3610
E-MAIL ADDRESS: info@wrs1928.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Certain Underwriters at Lloyds, London - AA1122000	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Bard College at Simon's Rock
84 Alford Road
Great Barrington, MA 01230

COVERAGES

CERTIFICATE NUMBER: 1331538723 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			23W2131	6/30/2023	6/30/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF INSURANCE ONLY

Host Liquor Liability Included

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Certificate of Completion

This Certificate of Completion of

eTIPS On Premise 3.1

For coursework completed on June 2, 2022
provided by Health Communications, Inc.
is hereby granted to:

Charlotte Dewey

Certification to be sent to:

8 Riddell Rd # 316
Charlemont MA, 01339-9777 USA

HEALTH INC

This document is not proof of TIPS certification. It certifies only that you have completed the course. Valid certification documents will be forwarded to you.

Questions contact Central Design - Rob Greene (508) 353-4951

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

To the Board of Selectmen
Of Great Barrington, Massachusetts

Massachusetts Electric Company d/b/a NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Van Deusenville Road - National Grid to install 1 JO pole on Van Deusenville Road beginning at a point approximately 1,175 feet North of the centerline of the intersection of Division Street. National Grid will install one new 40-foot Class-2 midspan pole, numbered 6-50 onto public way of Van Deusenville Road for a new service to customer property; 12 Van Deusenville Road, Great Barrington, Ma.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Van Deusenville Road - Great Barrington, Massachusetts.

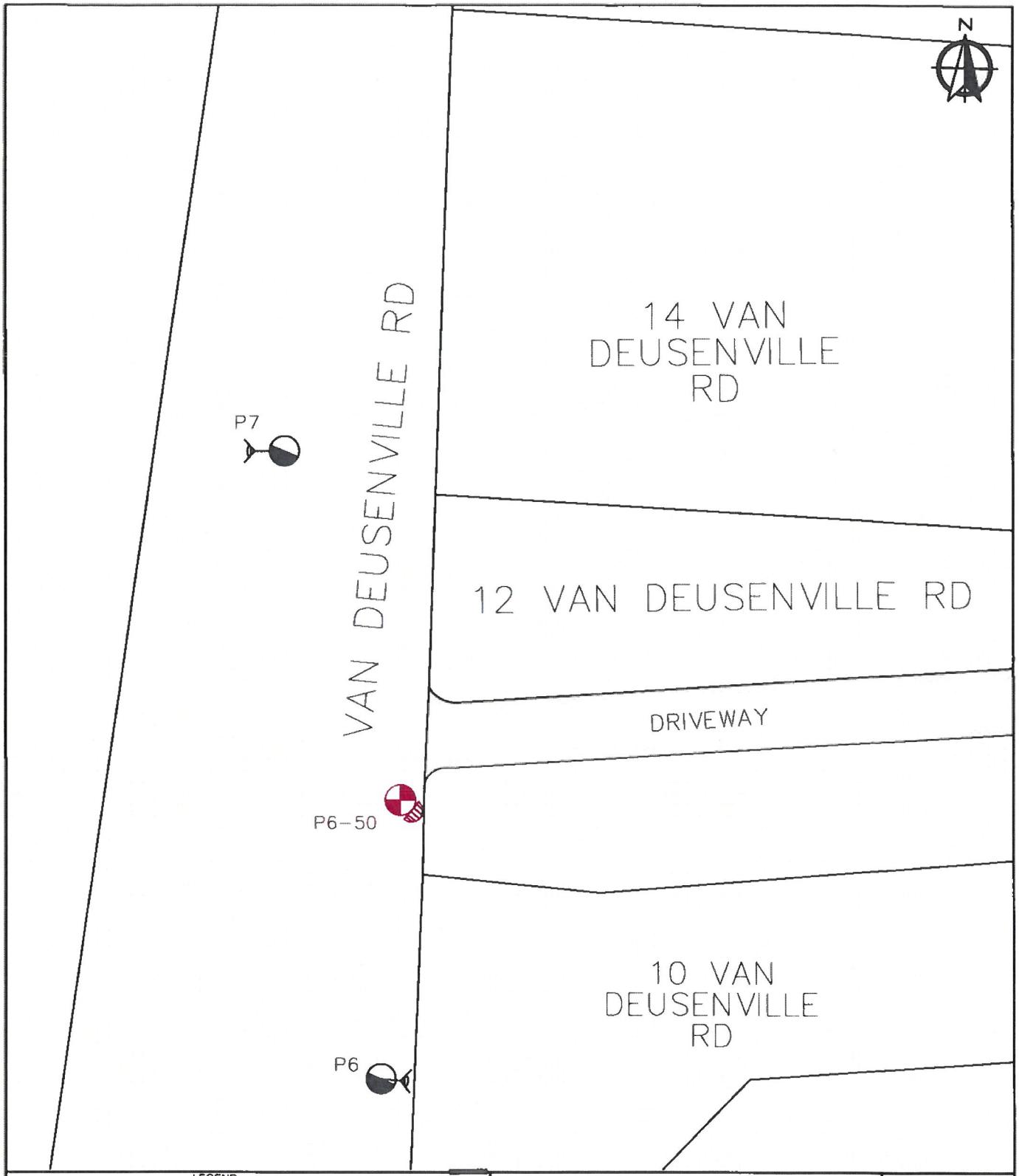
No.# 30875972

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

Massachusetts Electric Company d/b/a
NATIONAL GRID James Kehrer
BY _____
Engineering Department

VERIZON NEW ENGLAND, INC.
BY Albert E. Bessette
Manager / Right of Way



LEGEND

EXISTING J/O POLE
ANCHOR
PROPOSED RISER
NEW J/O POLE

PETITION APPLICATION

12 VAN DEUSENVILLE RD HOUSATONIC, MA

Date: 02/14/24
Designer: GREENR4
W/R: 30875972

nationalgrid

NOTICE TO ABUTTERS

National Grid is requesting permission from the Great Barrington Selectboard to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Van Deusenville Road (30875972)

National Grid to install 1 JO pole on Van Deusenville Road beginning at a point approximately 1, 175 feet North of the centerline of the intersection of Division Street. National Grid will install a new 40-foot Class-2 midspan pole, numbered 6-50 onto public way of Van Deusenville Road for a new service to customer property; **12 Van Deusenville Road, Great Barrington, MA.**

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Van Deusenville Road – Great Barrington, Massachusetts.

In accordance with the provisions of Section 22, Chapter 166, of the General Laws, you are hereby notified that a public meeting will be held via zoom and in person at Great Barrington Town Hall (access information will be available at the town website: www.townofgb.org), at 6:00 PM, on the 29th day of April 2024, on the petition of National Grid to erect poles and wires upon, along, under, or across one or more public ways in the Town of Great Barrington abutting upon property owned by you.

TOWN OF GREAT BARRINGTON

PUBLIC HEARING

The Great Barrington Selectboard will hold a public hearing on Monday, March 25, 2024 at 6:00 pm, at Town Hall, 334 Main Street, 2nd floor, Great Barrington, MA 01230, to act on the Special Permit application from Bear Mountain 320 Properties, Timberlyn Heights Care Center, to construct an addition on the existing nursing home at 320 Maple Avenue, Great Barrington, filed per Sections 3.1.4, B(10) and 10.4 of the Zoning Bylaw. The application may be viewed in Town Clerk's office.

To access a copy of the application and supplementary materials, click here to be redirected to a shared online PDF document.

From: customerservice@nCourt.com
To: Ethan Klepetar
Subject: Receipt from nCourt
Date: Monday, April 8, 2024 12:02:23 PM

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: Ethan
Last Name: Klepetar
Address 1: 342 Main Street
City: Great Barrington
State/Territory: MA
Zip: 01230
Phone: (413) 528-4800

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	08015-GP-0464	$4.70	$200.00

Receipt Date: 4/8/2024 12:02:15 PM EDT
Invoice Number: dca76b31-13a8-4b65-a54b-74aae86d35fb

Total Amount Paid: $204.70

Billing Information

First Name: Ethan
Last Name: Klepetar
Address 1: 342 Main Street
City: Great Barrington
State/Territory: MA
Zip: 01230
Email: eklepetar@ak-lawyers.com

Credit / Debit Card Information

Card Type: Visa
Card Number: [redacted]

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.

Please verify the information shown above. Your payment has been submitted to the location listed above.

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.

Transaction Processed Successfully.
INVOICE #: dca76b31-13a8-4b65-a54b-74aae86d35fb

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	08015-GP-0464	$200.00
		$200.00

Total Convenience Fee: $4.70

Date Paid: 4/8/2024 12:02:15 PM EDT

Total Amount Paid: $204.70

Payment On Behalf Of

License Number or Business Name:
08015-GP-0464

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Ethan

Last Name:
Klepetar

Address:
342 Main Street

City:
Great Barrington

State:
MA

Zip Code:
01230

Email Address:
eklepetar@ak-lawyers.com

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

AMENDMENT-Change or Alteration of Premises Information

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make $200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 08015-GP-0464

ENTITY/ LICENSEE NAME Triplex Cinema, Inc.

ADDRESS 70 Railroad Street

CITY/TOWN Great Barrington **STATE** MA **ZIP CODE** 01230

For the following transactions (Check all that apply):

- ☐ New License
- ☐ Transfer of License
- ☐ Change of Manager
- ☐ Change of Officers/Directors
- ☐ Change of Ownership Interest
- ☐ Change Corporate Name
- ☐ Change of DBA
- ☒ Alteration of Licensed Premises
- ☐ Change of Location
- ☐ Other
- ☐ Change of Class (i.e. Annual / Seasonal)
- ☐ Change of License Type (i.e. club / restaurant)
- ☐ Change of Category (i.e. All Alcohol/Wine, Malt)
- ☐ Issuance/Transfer of Stock/New Stockholder
- ☐ Change Corporate Structure (i.e. Corp / LLC)
- ☐ Change of Hours
- ☐ Pledge of Collateral (i.e. License/Stock)
- ☐ Management/Operating Agreement

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

AMENDMENT-Change or Alteration of Premises Information

☐ **Change of Location**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

☒ **Alteration of Premises**

- Payment Receipt
- Monetary Transmittal Form
- Chg of Location/Alteration of Premises Application
- Financial Statement
- Vote of the Entity
- Supporting financial records
- Legal Right to Occupy
- Floor Plan
- Abutter's Notification
- Advertisement

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
Triplex Cinema, Inc.	Great Barrington	08015-GP-0464

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

We are expanding the licensed premises to include an additional 3,700 square feet of our outdoor space.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Ethan Klepetar	Attorney	eklepetar@ak-lawyers.com	413-528-4800, ext. 102

2. ALTERATION OF PREMISES

2A. DESCRIPTION OF ALTERATIONS

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

We are adding 3,700 square feet of outdoor space located on our patio and lawn. 2,200 square feet is located on the patio and 1,500 square feet on the lawn.

2B. PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Four screen movie theater with three floors. Twelve rooms on the first floor, including three theaters. Five Rooms on second floor. One theater on third floor. Outdoor areas include a patio and lawn are with additional seating. All alcohol will be locked in closet in storeroom on first floor and only sold from concessions counter in lobby.

Total Sq. Footage	10,700	Seating Capacity	654	Occupancy Number	654
Number of Entrances	2	Number of Exits	5	Number of Floors	3

AMENDMENT-Change or Alteration of Premises Information

3. CHANGE OF LOCATION

3A. PREMISES LOCATION

Last-Approved Street Address

Proposed Street Address

3B. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage | Seating Capacity | Occupancy Number

Number of Entrances | Number of Exits | Number of Floors

3C. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Own

Landlord Name

Landlord Phone | Landlord Email

Landlord Address

Lease Beginning Date | Rent per Month

Lease Ending Date | Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ◯ Yes ◯ No

4. FINANCIAL DISCLOSURE

Associated Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):

Associated Cost(s):

Purchase of new tables and chairs for the patio in the amount of $8,000.00.

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Triplex Cinema, Inc.	$8,000.00
Total:	$8,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No
			◯ Yes ◯ No

APPLICANT'S STATEMENT

I, Nicki Wilson the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Triplex Cinema, Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

(1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;

(2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;

(3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;

(4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;

(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(6) I understand that all statements and representations made become conditions of the license;

(7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;

(8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and

(9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

(10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Nicki E. Wilson, President Date: 04/11/2024

Title: President

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

ENTITY VOTE

The Board of Directors or LLC Managers of Triplex Cinema, Inc.
Entity Name

duly voted to apply to the Licensing Authority of Great Barrington and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on Apr 5, 2024
Date of Meeting

For the following transactions (Check all that apply):

- [x] Alteration of Licensed Premises
- [ ] Change of Location
- [ ] Other

"VOTED: To authorize Nicki Wilson
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

Corporate Officer /LLC Manager Signature

MOLLY COOPER
(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

LEE BANK
75 Park Street
Lee, MA 01238

RETURN SERVICE REQUESTED

TRIPLEX CINEMA INC
70 RAILROAD ST
GREAT BARRINGTON MA 01230-1740

Statement Ending 03/29/2024

TRIPLEX CINEMA INC

Customer Number:XXXXXXXX6800

Managing Your Accounts

Customer Service (800) 843-4100

Lee Branch Office (413) 243-0117

Mailing Address PO Box 627 Lee, MA 01238

Online Banking www.leebank.com

Summary of Accounts

Account Type	Account Number	Ending Balance
COMMERCIAL MMDA	[redacted]	

COMMERCIAL MMDA-XXXXXXXXXXXXXX6800

Account Summary

Date	Description	Amount
03/01/2024	**Beginning Balance**	[redacted]
	1 Credit(s) This Period	
	0 Debit(s) This Period	
03/29/2024	**Ending Balance**	

Interest Summary

Description	Amount
Interest Earned From 03/01/2024 Through 03/29/2024	
Annual Percentage Yield Earned	[redacted]
Interest Days	
Interest Earned	
Interest Paid This Period	
Interest Paid Year-to-Date	
Average Ledger Balance	

Account Activity

Post Date	Description	Debits	Credits	Balance
03/01/2024	**Beginning Balance**			[redacted]
03/29/2024	INTEREST		[redacted]	
03/29/2024	**Ending Balance**			

Daily Balances

Date	Amount
03/29/2024	[redacted]

Overdraft and Returned Item Fees

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Item Fees	$0.00	$0.00

BALANCING YOUR CHECKBOOK

recycled/recyclable paper

BEFORE YOU START: Please be sure your checkbook contains all automatic transactions shown on this statement (such as automatic deposits, interest additions, credit advances, transfers, payments, service charges, etc.)

THEN: Compare and check off debits and credits on the statement against your checkbook. In the column below, list any checks you have written which do not appear on this statement. Also be sure to include any other deductions recorded in your checkbook but not listed on this statement. In the area below, list any deposits made since the date of the last entry of this statement.

OUTSTANDING CHECKS OR OTHER DEDUCTIONS	
CHECK NO.	AMOUNT
TOTAL (ENTER LINE 4)	

LIST OF DEPOSITS MADE SINCE DATE OF LAST ENTRY ON THIS STATEMENT	
DATE	AMOUNT
TOTAL (ENTER LINE 2)	

1. ENTER Ending Balance from front of statement $ _____
2. ADD deposits made since end of statement period (Total from below) _____
3. TOTAL (1 & 2) $ _____
4. SUBTRACT outstanding checks (total from left) _____
5. BALANCE should equal the balance now shown in your checkbook $ _____

IF YOUR ACCOUNT DOES NOT BALANCE, check the items below:

1. Are the amounts of all the deposits you have entered in your checkbook the same as those shown on this statement?
2. Are there any checks shown on this statement that are not listed in your checkbook?
3. Is the amount of each check correctly recorded in your checkbook?
4. Is the addition and subtraction in your checkbook correct?
5. Have you checked all automatic transactions involving your account?
6. Is there any interest shown on this statement that is not entered in your checkbook?

BILLING ERROR RIGHTS

In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address shown on your bill as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than $50 and the purchase was made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

—ELECTRONIC FUNDS TRANSFER—

For customers who use one or more of our electronic banking services, we have outlined below the procedures that should be followed if you believe an error has been made on your account relative to an electronic deposit, transfer or payment.

PROCEDURE TO BE FOLLOWED:

In case of a suspected error or questions concerning an electronic transfer, call us at (413) 243-0117 or write us at LEE BANK, ATTENTION: FUNDS TRANSFER, 75 PARK ST., P.O. BOX 627, LEE, MA 01238-0627.

We must hear from you no later than 60 days after we send you the FIRST statement.

(1) Tell us your name and account number.
(2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing within 10 business days, and we do not receive it with 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

EQUAL HOUSING LENDER

FDIC

MEMBER OF DIF DEPOSITOR INSURANCE FUND Deposits Insured to $250

#600 Rev. 6/16

Triplex Cinema Inc

Statement of Activity

February 2024

	TOTAL	
	FEB 2024	JAN - FEB, 2024 (YTD)
Revenue		
*Earned Income	[redacted]	[redacted]
Booking Fees		
Concessions		
Rent Income		
Ticket Sales		
Total *Earned Income		
Ad Sales		
Cash/Check Donations		
Event Sponsorship Revenue		
Event Ticket Revenue		
Grant Revenue		
Membership Revenue		
Stripe Income		
Total Revenue		
Cost of Goods Sold		
Concessions Cost		
Alcohol costs		
Total Concessions Cost		
Total Cost of Goods Sold		
GROSS PROFIT		
Expenditures		
Advertising & marketing		
Computer Software		
Contract & professional fees		
Consultant		
Legal fees		
Total Contract & professional fees		
Entertainment Meals		
Film Rental		
Insurance		
Liability insurance		
Total Insurance		
IT Support/Computer Repairs		
Licenses and Permits		
Occupancy		
Electricity		
Gas		
Internet & TV services		
Taxes Paid		

Triplex Cinema Inc

Statement of Activity

February 2024

	TOTAL	
	FEB 2024	JAN - FEB, 2024 (YTD)
Water/Sewer	[redacted]	[redacted]
Total Occupancy		
Office expenses		
Bank fees & service charges		
Memberships & subscriptions		
Office supplies		
Printing & photocopying		
Software & apps		
INDY Fees		
Total Software & apps		
Total Office expenses		
Payment processing fees		
INDY CC Fees		
Stripe Fees		
Total Payment processing fees		
Payroll expenses		
Employer Taxes		
Hourly employees		
Payroll processing fees		
Salaries & wages		
Workers' compensation insurance		
Total Payroll expenses		
Repairs & maintenance		
Cleaning		
Pest Control		
Refuse		
Total Repairs & maintenance		
Supplies		
Theater Equipment/Maintenance		
Web Costs		
Total Expenditures		
NET OPERATING REVENUE		
Other Revenue		
Interest Income		
Total Other Revenue		
NET OTHER REVENUE		
NET REVENUE		

2023 00276144
Bk: 2851 Pg: 315 Doc: DEED
Page: 1 of 5 07/24/2023 03:18 PM

MASSACHUSETTS EXCISE TAX
Southern Berkshire ROD 001
Date: 07/24/2023 03:18 PM
[redacted]

PROPERTY ADDRESS: 70 RAILROAD STREET, GREAT BARRINGTON, MA 01201

QUITCLAIM DEED

MAHAIWE TRIPLEX THEATRE, INC., a Massachusetts corporation, having a principal place of business in South Egremont, Massachusetts (the "Grantor"), for consideration paid in the amou[redacted] receipt of which is hereby acknowledged, grants to TRIPLEX CINEMA, INC., a Massachusetts nonprofit corporation having a principal office at 70 Railroad Street, Great Barrington, MA 01201 (the "Grantee"), with QUITCLAIM COVENANTS, the land with buildings thereon located in Great Barrington, Berkshire County, Commonwealth of Massachusetts, described in Exhibit A attached hereto and made a part hereof (the "Premises").

The Grantor warrants that this conveyance is in the ordinary course and does constitute the sale of all or substantially all of its assets.

[The remainder of this page is intentionally left blank. The signature page follows.]

SIGNED AND SEALED this 24th day of July 2023.

MAHAIWE TRIPLEX THEATRE, INC.,
a Massachusetts corporation

By: _____
Richard Stanley, President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss

On this 24th day of July 2023, before me, the undersigned notary public, personally appeared Richard Stanley, who proved to me through satisfactory evidence of identification which was [ ] personal knowledge [✓] 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, in his capacity as President and Treasurer of Mahaiwe Triplex Theatre, Inc., voluntarily for its stated purpose as the free act and deed of Mahaiwe Triplex Theatre, Inc.

_____
Dennis G. Egan, Jr., Notary Public
My Commission Expires: 12/04/2026

DENNIS G. EGAN, JR.
Notary Public, Commonwealth of Massachusetts
My Commission Expires December 4, 2026

EXHIBIT A
Legal Description

The following described piece or parcel of land situated in the easterly side of Railroad Street in Great Barrington, Berkshire County, Massachusetts bounded and described as follows:

Beginning at an iron pipe to be set in the easterly line of said Railroad Street;

Running thence S-65-53-41-E a distance of 50.20 feet along land now or formerly of one Beckwith to an iron pipe to be set;

Running thence N-22-34-45-E a distance of 60.00 feet along land of said Beckwith to an iron pipe to be set in the southerly line of other land now or formerly of Taconic Builders Supply Co., Inc.;

Running thence the following four courses along other land of said Taconic Builders Supply Co., Inc.;

By a curve to the right having a radius of 232.04 feet and a length of 17.49 feet to an iron pipe to be set;

By a curve to the left having a radius of 119.61 feet and a length of 52.42 feet to an iron pipe to be set;

S-56-40-52-E a distance of 69.93 feet to an iron pipe to be set;

S-30-07-32-W a distance of 24.68 feet to an iron pipe to be set, said point being the northwest corner of land now or formerly of one Reistan;

Running thence S-30-07-32-W a distance of 60.90 feet along land of said Reistan to an iron pipe to be set in line of land now or formerly of one Dickinson and Happ;

Running thence N-64-37-12-W a distance of 23.00 feet along land of said Dickinson and Happ to an iron pipe to be set;

Running thence S-25-42-37-W a distance of 12.50 feet along land of said Dickinson and Happ to an iron pipe to be set;

Running thence N-64-32-28-W a distance of 145.50 feet along land now or formerly of Goldleaf to an iron pipe to be set in the easterly line of said Railroad Street;

Running thence N-21-48-30-E a distance of 73.38 feet along the easterly line of Railroad Street to the point of beginning; containing 17,184.95 square feet.

Being Parcel 6, as shown on a plan entitled, "Plan showing land in Great Barrington, Massachusetts, dated November, 1992, Scale 1" = 30', and prepared by Kelly, Granger, Parsons & Associates, Inc. of Great Barrington, Massachusetts, and filed in the Berkshire Southern District Registry of Deeds in Plat G-97.

Subject to and together with the benefit of:

1) Right of way in common with others, reserved to Helen M. Crotty, her heirs, successors and assigns, as set forth in two deeds from said Crotty to Bowlero, Inc., dated April 7, 1959 and May 28, 1959 and recorded with Berkshire Southern District Registry of Deeds in Book 320, Page 507 and Book 322, Page 349, respectively.

2) Twenty-foot right of way, in common with others, over the westerly portion of the insured premises as more fully described in two deeds from said Crotty to said Bowlero, Inc., dated and recorded as aforesaid.

3) Agreement between John I. Grasa and Mae V. Grasa and Charts Unlimited Realty Trust, dated February 10, 1979 and recorded with said Registry in Book 459, Page 12.

4) Right of way over Parcel 1 on a plan of land entitled "Plan Showing Land in Great Barrington, Massachusetts", dated November, 1992 and recorded with said Registry as Plat File G-97, and along the northerly line of the insured premises to Railroad Street so-called for all the usual purposes of ingress and egress as more fully described in the deed from Taconic Builders Supply Co., Inc. to Market Company Realty Trust dated December 22, 1992 and recorded with said Registry in Book 836, Page 186.

5) Right of way, in common with others, over a right of way 12 feet wide, northerly of the present Marble Block Building and running from the highway to the premises described herein, and more fully described in the deed from Taconic Builders Supply Co., Inc., to Market Company Realty Trust, dated and recorded as aforesaid.

6) Agreement between Market Company Realty Trust and Southern Berkshire Chamber of Commerce dated September 21, 1994 and recorded with said Registry in Book 916, Page 170.

7) Utility and drainage easement, in common with others, as set forth in instrument from Southern Berkshire Chamber of Commerce to Market Company Realty Trust, Reistan Enterprises, Inc., Paul Dickinson, Gerard Fogarty and Sarah Fogarty, Harold J. Beckwith and Maureen W. Beckwith, James J. Yonkouski, George Goldleaf, Madison County Properties Corp., Snap Shop Realty Trust, Beverly M. Kimball, and Holly Hamer and Margaret Miller, dated December 9, 1994 and recorded with said Registry in Book 916, Page 183.

8) Terms and conditions of an agreement by and between the Town of Great Barrington and the Southern Berkshire Chamber of Commerce, dated December 21, 1992 and recorded with said Registry on July 7, 1995. Book 938 Page 285

Subject to:

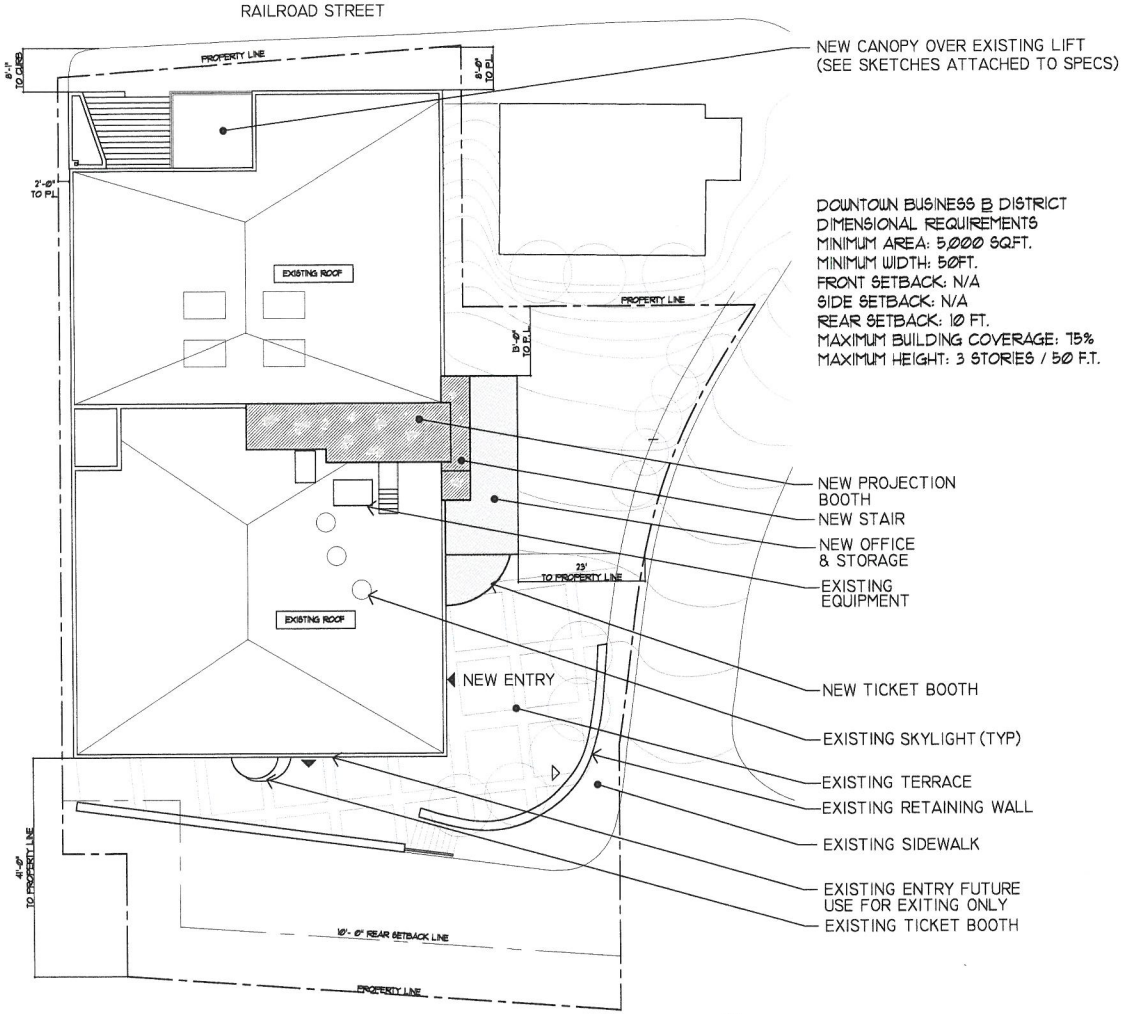
1) Two rights of way over portions of the premises herein described granted to Southern Berkshire Chamber of Commerce, Inc., as set forth in the deed from Taconic Builders Supply Co., Inc., to Southern Berkshire Chamber of Commerce, dated December 22, 1992 and recorded with said Registry in Book 836, Page 164, as affected by Scrivener's Affidavit dated April 27, 1995 and recorded with said Registry on May 3, 1995 ~~as~~ Book 928 Page 68

2) Utility easement given by Market Realty Company Trust to Massachusetts Electric Company, dated August 1, 1994 and recorded with said Registry in Book 916, Page 19.

Being all and the same as conveyed to the Grantor by deed of Richard Stanley and Joseph Wasserman, Trustees of Market Company Realty Trust dated May 22, 1995 and recorded on July 7, 1995 with the Southern Berkshire Registry of Deeds in Book 934 Page 313.

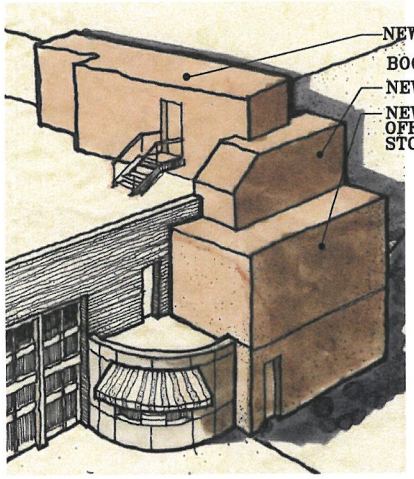
ATTEST: Berkshire South Michelle Laramee-Jenny Register

Triplex Building Plan —



DOWNTOWN BUSINESS B DISTRICT
DIMENSIONAL REQUIREMENTS
MINIMUM AREA: 5,000 SQFT.
MINIMUM WIDTH: 50FT.
FRONT SETBACK: N/A
SIDE SETBACK: N/A
REAR SETBACK: 10 FT.
MAXIMUM BUILDING COVERAGE: 75%
MAXIMUM HEIGHT: 3 STORIES / 50 F.T.

2 SITE PLAN & ROOF PLAN
SCALE: 3/16" = 1'-0"



1 AXONOMETRIC
NTS

ABBREVIATIONS

ABV	ABOVE	FPSC	FIREPROOF SELF-CLOSING	REF	REFRIGERATOR
AC	AIR CONDITIONING	FRMG	FRAMING	REQ'D	REQUIRED
ACX	AC PLYWOOD, EXT. GLUE	FS	FOOTING STEP	RO	ROUGH OPEN
ADJ	ADJUSTABLE	FT'G	FOOTING	RO	ROUGH OPENING
AFF	ABOVE FINISHED FLOOR	GC	GENERAL CONTRACTOR	RHR	RIGHT HAND REVERSE BEVEL
AFL	ABOVE FINISHED FLOOR	GL	GLASS	RT	RAFTER
ATTIC	ATTIC SPACE	GWB	GYPSUM WALLBOARD	SAFB	SOUND ABSORBING FIBER BOARD
ASF	ABOVE SUBFLOOR	GYP.BD	GYPSUM WALLBOARD	SDL	SIMULATED DIVIDED LIGHT
AT	ACOUSTIC TILE	HDWR	HARDWARE	SHWR	SHOWER
BDRM	BEDROOM	HDR	HEADER	SHT	SHEET
BFE	BOTTOM OF FOOTING ELEVATION	HW	HOT WATER	SIM	SIMILAR
BLDG	BUILDING	HWH	HOT WATER HEATER	STD	STANDARD
BLK	BLOCK	INSUL	INSULATION	STL	STEEL
BLK'G	BLOCKING	INT	INTERIOR	SUBFL	SUBFLOOR
BM	BEAM	JT	JOINT	SYM	SYMBOL
BO	BOTTOM OF	KO	KNOCK OUT	T	TREAD
BOF	BOTTOM OF FOOTING	LAM	LAMINATE	TEL	TELEPHONE
BOHDR	BOTTOM OF HEADER	LAV	LAVATORY	TBA	TO BE ANNOUNCED
BSMT	BASEMENT	LB	POUND, LBS	TBD	TO BE DETERMINED
CTRH	CENTERED	LHR	LEFT HAND REVERSE BEVEL	T&G	TONGUE AND GROOVE
CTR	CENTER	LIF	LOCATE IN FIELD	TO	TOP OF
CDX	CD PLYWOOD, EXT. GLUE	LOC	LIMIT OF CONTRACT	TOF	TOP OF FOOTING
CHM	CHIMNEY	LT	LIGHT	T.O.FIN'FL	TOP OF FINISH FLOOR
CL	CLOSET	L'G	LIGHTING	TOP	TOP OF PLATE
CLG	CEILING	LVL	LAMINATED VENEER LUMBER	TOPL	TOP OF PLATE
CMU	CONCRETE MASONRY UNITS	LW	LIGHT WEIGHT	TOS	TOP OF SLAB
COL	COLUMN	MAT'L	MATERIAL	T.O.SUBFL	TOP OF SUBFLOOR
CONC	CONCRETE	MAX	MAXIMUM	TOW	TOP OF WALL
CONST	CONSTRUCTION	MC	MEDICINE CABINET	TYP	TYPICAL
CONT	CONTINUOUS	MDO	MEDIUM DENSITY OVERLAY PLYWOOD	TV	TELEVISION
CT	CERAMIC TILE	MFG	MANUFACTURER	UNO	UNLESS NOTED OTHERWISE
D	CLOTHES DRYER	MIN	MINIMUM	VC	VAPOR CONDITIONER
DA	DIAMETER	MO	MASONRY OPENING	VCT	VINYL COMPOSITION TILE
DBL	DOUBLE	MOLDM	MOLDING	VIF	VERIFY IN FIELD
DF	DOUGLAS	MTD	MOUNTED	W/	WASHER
DW	DISHWASHER	MTL	METAL	WITH	WITH
DWG	DRAWING	N.I.C.	NOT IN CONTRACT	WD	WOOD
EIFS	EXTERIOR INSULATION FINISH SYSTEM	NO	NUMBER	WF	WIDE FLANGE STEEL BEAM
EL	ELEVATION	NTS	NOT TO SCALE	WIC	WALK-IN CLOSET
ELEC	ELECTRIC	OC	ON CENTER	WINDO	WINDOW
ELEV	ELEVATION	OPG	OPENING	WJ	WOOD I-JOIST
ENGL	ENGLISH/LINE	OPPHAND	OPPOSITE HAND	WO	WALL OVEN
EQ	EQUAL	OZ	OUNCE	WWF	WELDED WIRE FABRIC
EXT	EXTERIOR	PLAS	PLASTIC	XS	EXTRA STRONG
FD	FLOOR DRAIN	PLWD	PLYWOOD	∠	ANGLE
FDN	FOUNDATION	PT	PRESSURE TREATED	@	AT
FIN	FINISH(ED)	PTD	PAINTED	℄	CENTERLINE
FIXT	FIXTURE	PTG	PLUGGED/TOUCH-SANDED PLYWOOD	⌀	DIAMETER
FL	FLOOR	QTY	QUANTITY	□	SQUARE FEET
FR	FACE OF FRAMING	RB	ROUND	±	PROPERTY LINE, PLATE
F.O.FIN	FACE OF FINISH	RD	ROUND	±	PLUS OR MINUS
FP	FIREPLACE				

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N

LEGEND OF SYMBOLS

DATE	REMARKS
7-21-09	BUILDING PERMIT SET
4-4-09	BID PACKAGE
3-6-09	REVISED PRICING
1-23-09	PRICING

PROJECT
TRIPLEX
RICHARD STANLEY
GT.BARRINGTON, MASS.

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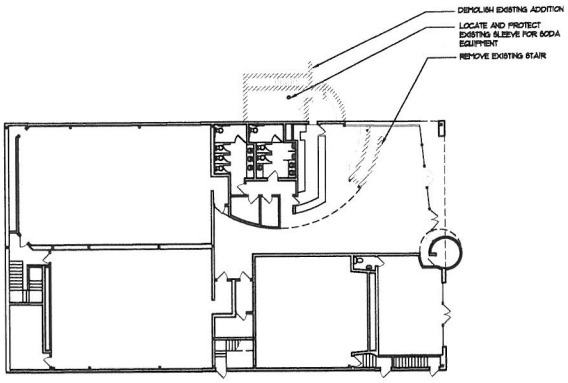
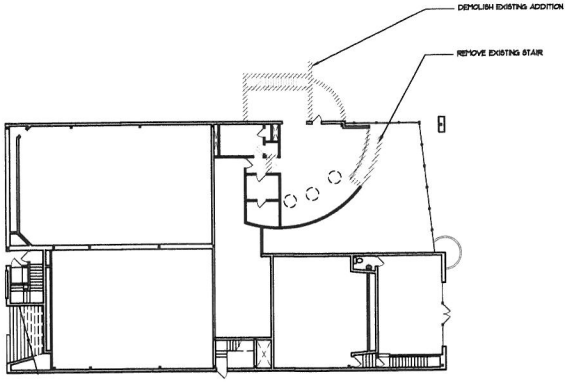
413/528-5180 FAX 528-5420

SHEET TITLE
TITLE PAGE

SHEET NUMBER
T1



1 GROUNG LEVEL DEMOLITION PLAN
SCALE: 1/8" = 1'-0"



2 MEZANNINE LEVEL DEMOLITION PLAN
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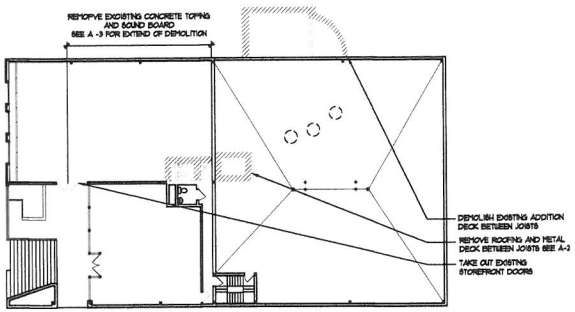

3 UPPER LEVEL DEMOLITION PLAN
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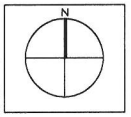
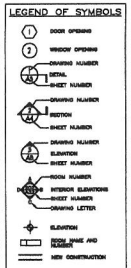


LEGEND OF SYMBOLS



DATE	REMARKS
4-4-09	BID PACKAGE
3-1-09	REVISED PRICING
2-23-09	PRICING

PROJECT

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SHEET TITLE

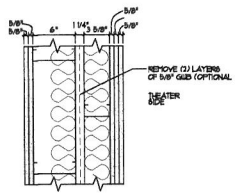
DEMOLITION PLANS

SHEET NUMBER

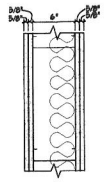
D1

ASSEMBLY A1:
2 ROWS OF 3-5/8" METAL STUDS (STAGGERED STUDS) AT 16" O.C. W/ 2 LAYERS OF TYPE X 5/8" GWB ON ONE SIDE, 3 LAYERS ON THE OTHER SIDE, 3 1/2" S.A.F.B. ON EACH SIDE, BRIDGING FOR EACH ROW @ 1/3 POINTS TOP AND BOTTOM USING 1/2" COLD ROLLED STEEL

ASSEMBLY B1:
6" CSJ 18 STUDS AT 24" O.C. W/ 2 LAYERS OF 5/8" TYPE X GWB ON EACH SIDE AND 3-1/2" S.A.F.B. ON THEATER SIDE



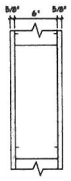
A1 WALL TYPE A1
SCALE: 1 1/2" = 1'-0"



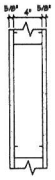
B1 WALL TYPE B1
SCALE: 1 1/2" = 1'-0"

ASSEMBLY D1:
6" CSJ 18 STUDS AT 24" O.C. W/ 1 LAYER OF 5/8" TYPE X GWB ON EACH SIDE

ASSEMBLY D2:
4" CSJ 18 STUDS AT 24" O.C. W/ 1 LAYER OF 5/8" TYPE X GWB ON EACH SIDE



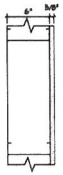
D1 WALL TYPE D1
SCALE: 1 1/2" = 1'-0"



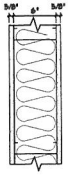
D2 WALL TYPE D2
SCALE: 1 1/2" = 1'-0"

ASSEMBLY D3:
6" CSJ 18 STUDS AT 24" O.C. W/ 1 LAYER OF 5/8" TYPE X GWB ON ONE SIDE, ACCESSIBLE SIDE

ASSEMBLY D5:
6" CSJ 18 STUDS AT 24" O.C. W/ 1 LAYER OF 5/8" TYPE X GWB ON INTERIOR, 1 LAYER OF 5/8" GWB ON EXTERIOR, FIBERGLASS INSULATION IN WRAPPED BATTS. 1 HOUR RATED UL 425.

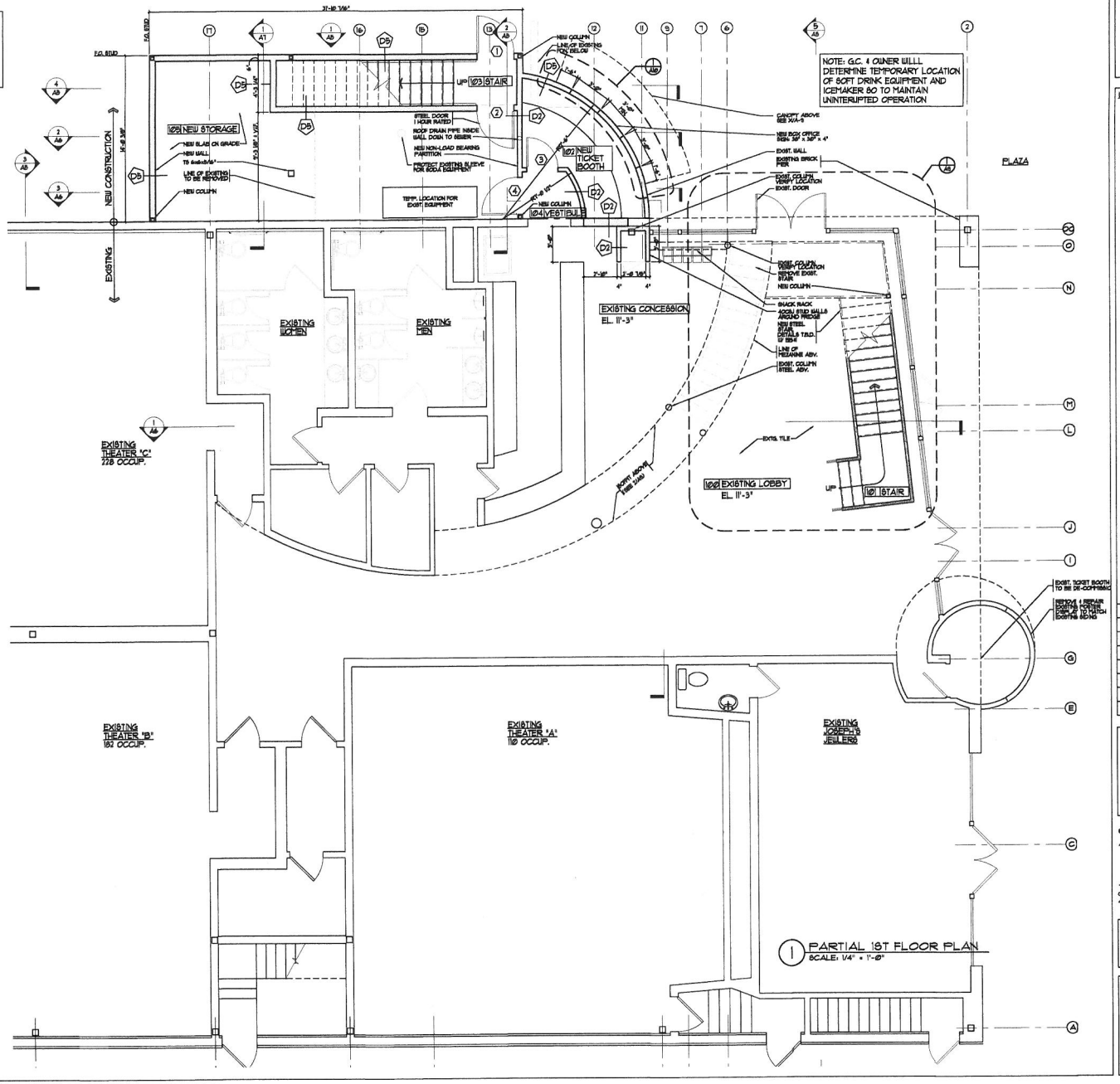


D3 WALL TYPE D3
SCALE: 1 1/2" = 1'-0"



D5 WALL TYPE D5
SCALE: 1 1/2" = 1'-0"

2 PARTITION TYPES
SCALE: 1 1/2" = 1'-0"



1 PARTIAL 1ST FLOOR PLAN
SCALE: 1/4" = 1'-0"

N

LEGEND OF SYMBOLS

1	DOOR OPENING
2	WINDOW OPENING
A1	DRAWING NUMBER / DETAIL / SHEET NUMBER
A1	DRAWING NUMBER / SECTION / SHEET NUMBER
A1	DRAWING NUMBER / ELEVATION / SHEET NUMBER
101	ROOM NUMBER / INTERIOR ELEVATIONS / SHEET NUMBER / DRAWING LETTER
	ELEVATION
	ROOM NAME AND NUMBER
	NEW CONSTRUCTION

DATE	REMARKS
1-21-09	BUILDING PERMIT SET
4-6-09	BID PACKAGE
3-5-09	REVISED PRICING
2-23-09	PRICING

PROJECT
TRIPLEX
RICHARD STANLEY
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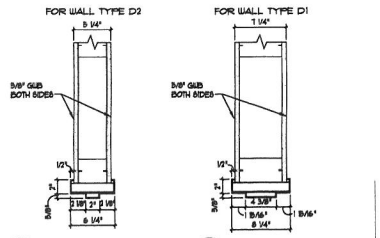
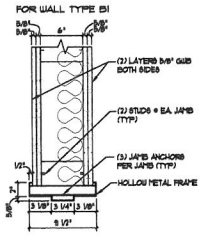
SHEET TITLE
PARTIAL 1ST FLOOR PLAN

SHEET NUMBER
A1





DOOR SCHEDULE

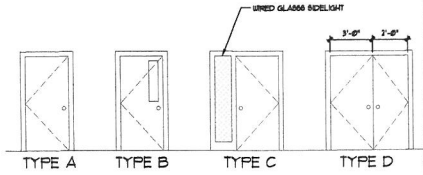
#	ROOM NAME	R.O.	MATERIAL	TYPE	FRAME JAMB	FRAME SILL	HDWR. SET	FIRE RATING
1	STAIR	3'-0"x6'-8"	HM	A	2		4	N/A
2	STORAGE	3'-0"x6'-8"	HM	A	2		1	1 HR.
3	TICKET BOOTH	2'-6"x6'-8"	HM	B	1		1	N/A
4	STORAGE	3'-0"x6'-8"	HM	A	2		1	N/A
5	MEN'S TOILET	3'-0"x6'-8"	WD	A	2		2	N/A
6	STAIR	3'-0"x6'-8"	HM	A	2		4	1 HR.
7	JAN. CLOS.	2'-10"x6'-8"	WD	A	1		1	N/A
8	VESTIBULE	4'-0"x6'-8"	HM	C	4		4	1 HR.
9	MECHANICAL	2'-6"x6'-8"	WD	A	1		1	N/A
10	WOMEN'S TOILET	3'-10"x6'-8"	WD	A	1		2	N/A
11	NEW OFFICE	3'-0"x6'-8"	WD	B	1		1	N/A
12	STORAGE	2'-10"x6'-8"	WD	A	1		1	N/A
13		NOT USED						
14	STAIR	3'-0"x6'-8"	WD-1	B	3		2	N/A
15	ELEVATOR	3'-0"x6'-8"	HM	A	3		4	N/A
16	ELEVATOR	5'-0"x6'-8"	HM	D	3		4	N/A
17	ROOF	2'-10"x6'-8"	HM	A	2		11	N/A

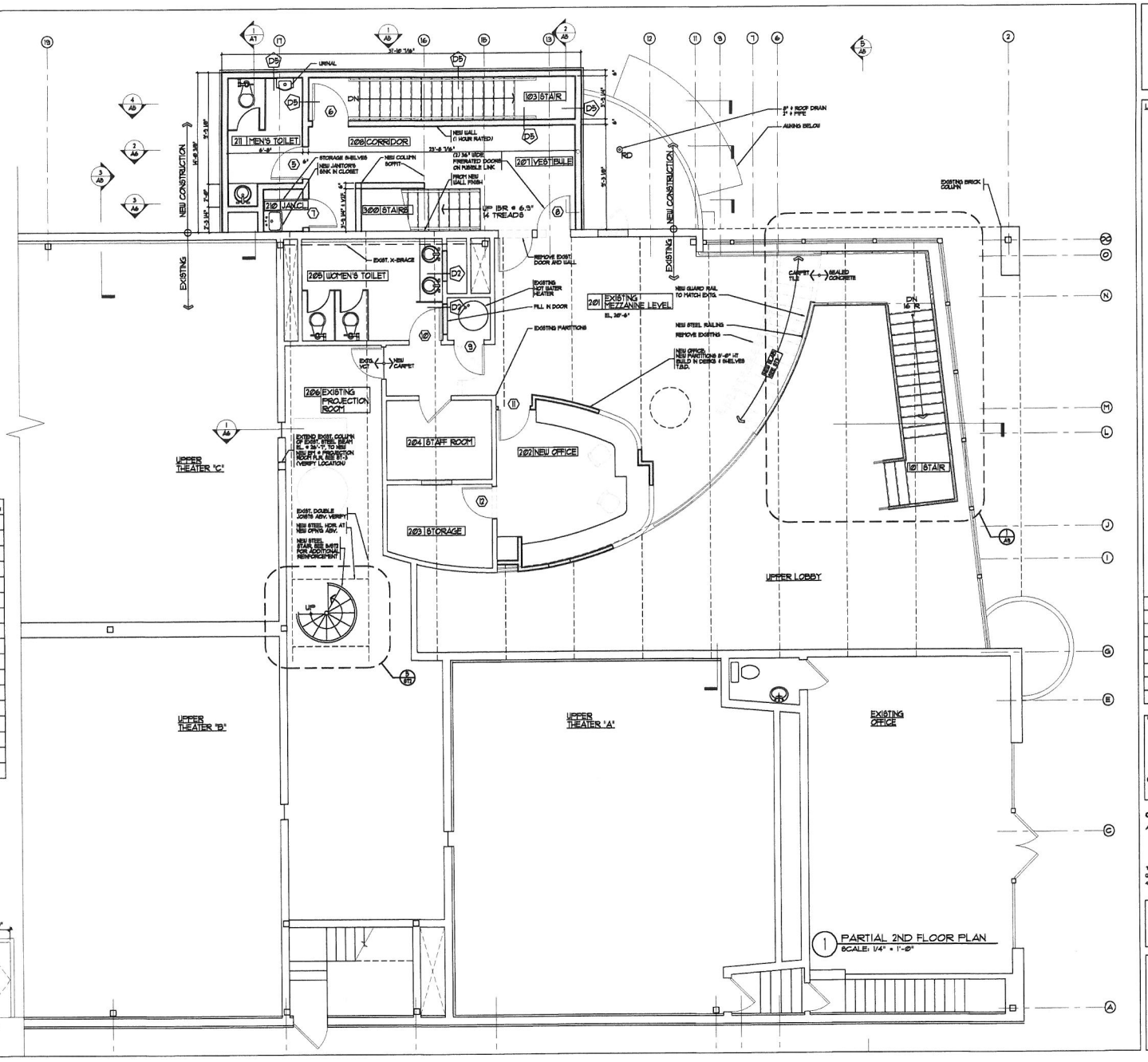
DOOR MATERIAL

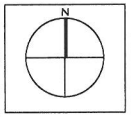
WD: 1-3/4" THICK SOLID CORE WOOD DOOR, PAINTED
HM: HOLLOW METAL DOOR, PAINTED
WD-1: 1-3/4" THICK SOLID DOOR, VENEERED

HARDWARE SETS

1. PASSAGE LOCKSET: (3) HINGES, LOCKSET, DOOR STOP (TO MATCH EXISTING)
2. PUSH/PULL: (3) HINGES, PUSH PLATES, PULL BAR, CLOSER, KICKPLATE (TO MATCH EXISTING)
3. EXIT: (3) HINGES,
4. EMERGENCY EGRESS HARDWARE







LEGEND OF SYMBOLS

1	DOOR OPENING
2	WINDOW OPENING
A1	DRAWING NUMBER / DETAIL / SHEET NUMBER
A1	DRAWING NUMBER / SECTION / SHEET NUMBER
A1	DRAWING NUMBER / ELEVATION / SHEET NUMBER
101	ROOM NUMBER
101 A1	INTERIOR ELEVATIONS / SHEET NUMBER / DRAWING LETTER
	ELEVATION
	ROOM NAME AND NUMBER
	NEW CONSTRUCTION

DATE	REMARKS
7-21-09	BUILDING PERMIT SET
4-4-09	BID PACKAGE
3-3-09	REVISED PRICING
2-23-09	PRICING

PROJECT

TRIPLEX

RICHARD STANLEY
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ARCHITECTURE + DESIGN

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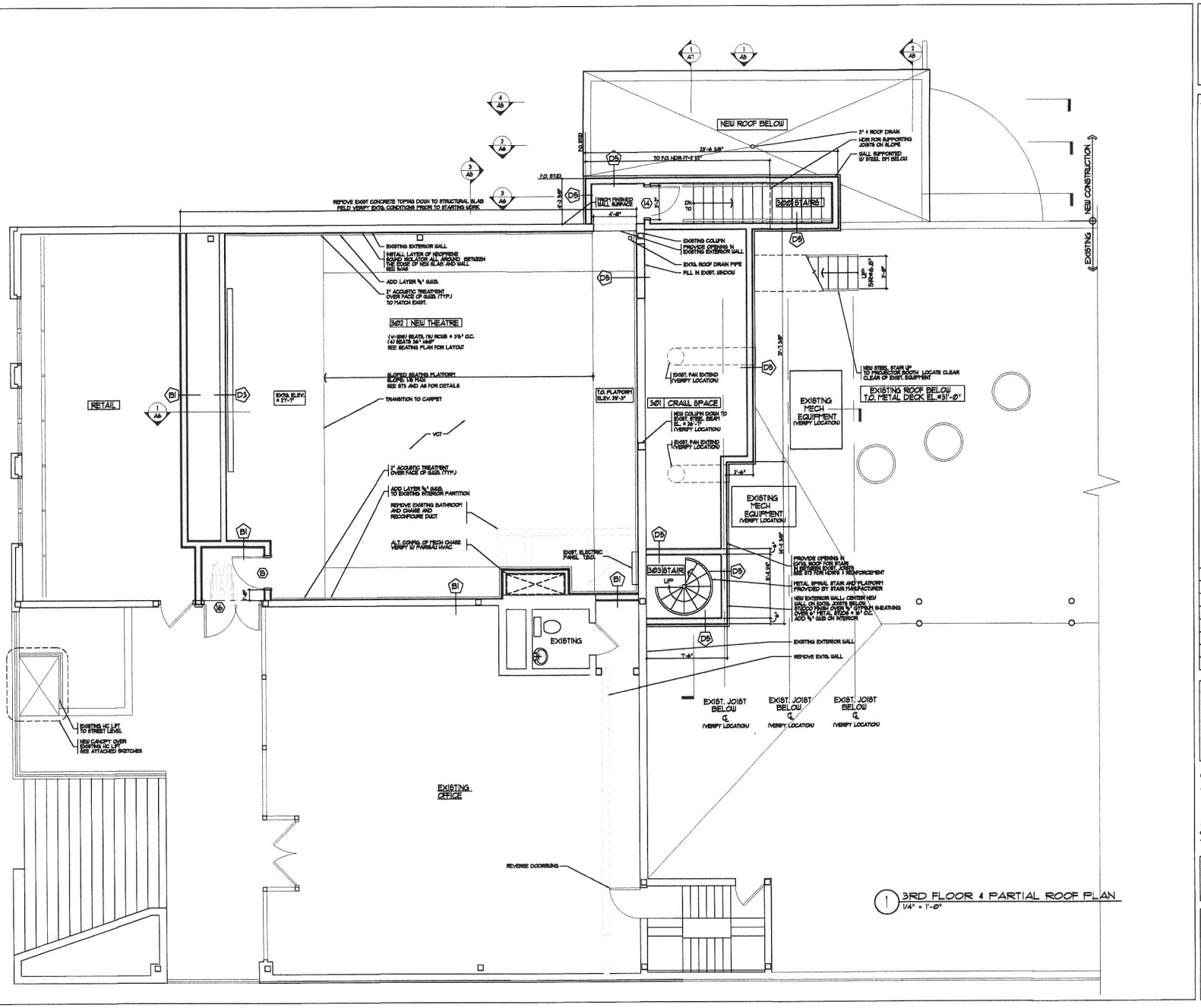
413/528-5180 FAX 528-6420

SHEET TITLE

PARTIAL 2ND FLOOR PLAN

SHEET NUMBER

A2



1 3RD FLOOR & PARTIAL ROOF PLAN
1/4" = 1'-0"

N

LEGEND OF SYMBOLS

- DOOR OPENING
- WINDOW OPENING
- DRAWING NUMBER / SHEET NUMBER — DETAIL
- DRAWING NUMBER / SHEET NUMBER — SECTION
- DRAWING NUMBER / SHEET NUMBER — ELEVATION
- ROOM NUMBER / SHEET NUMBER / DRAWING LETTER — INTERIOR ELEVATIONS
- ELEVATION
- ROOM NAME AND NUMBER
- NEW CONSTRUCTION

DATE	REMARKS
7-21-09	BUILDING PERMIT SET
4-4-09	BID PACKAGE
3-5-09	REVISED PRICING
2-23-09	PRICING

PROJECT

TRIPLEX

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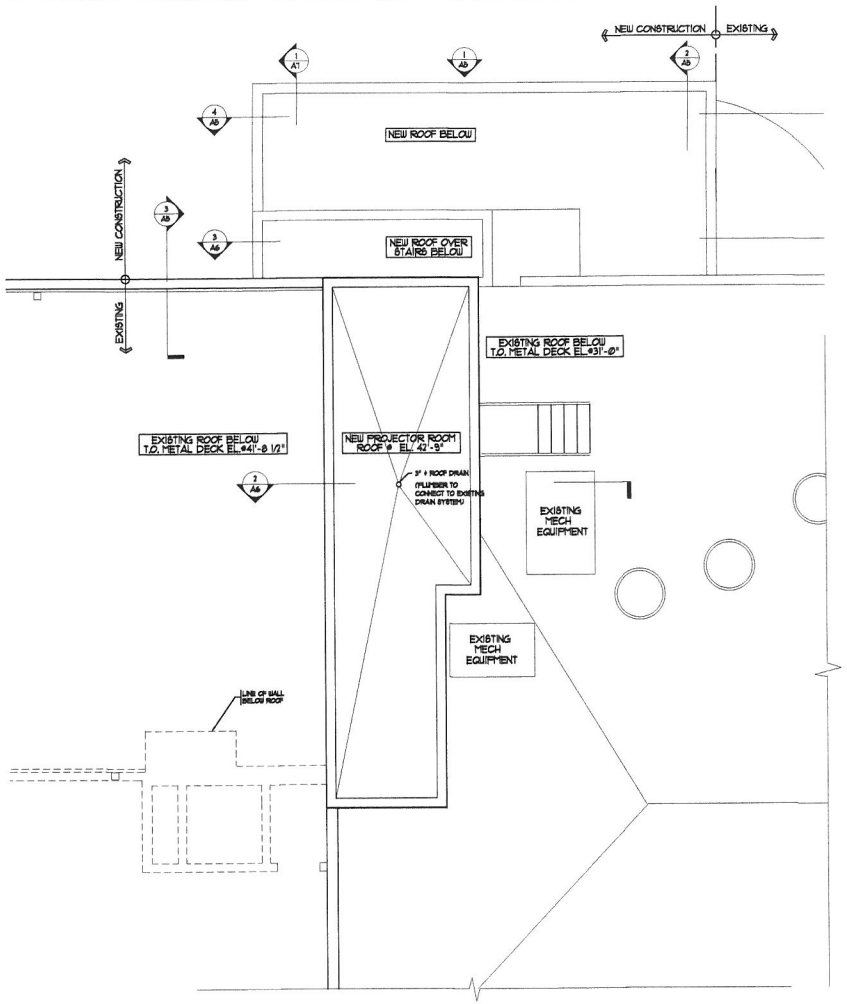
SHEET TITLE

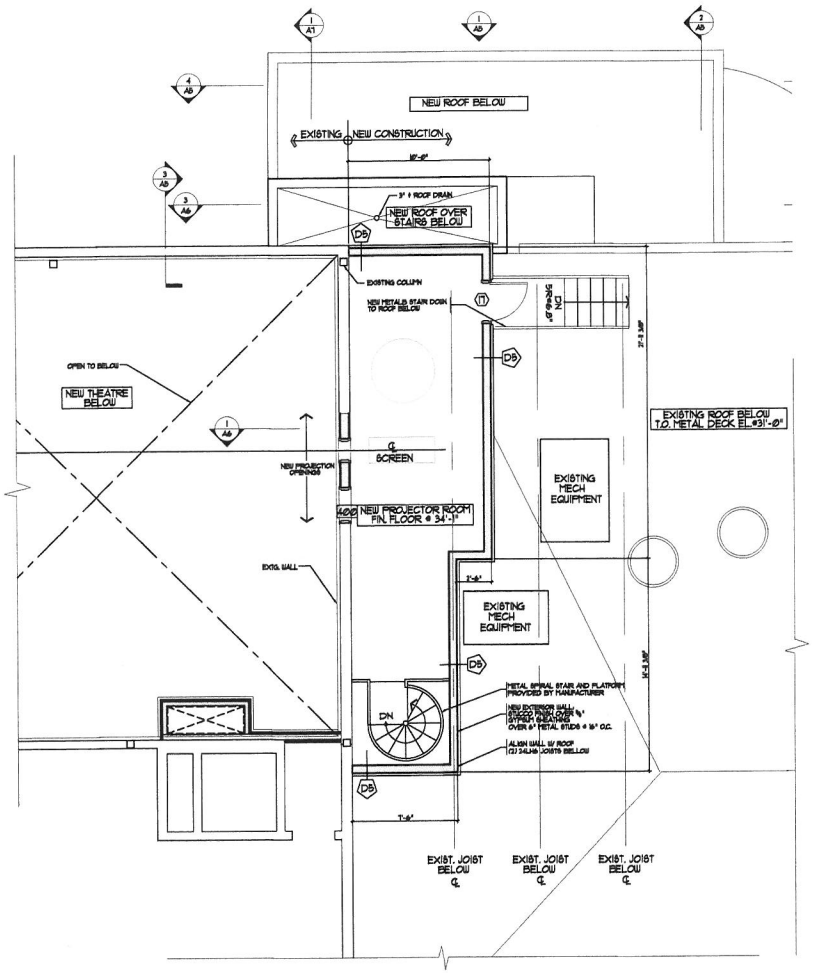
3RD FLOOR PLAN & PARTIAL ROOF PLAN

SHEET NUMBER

A3



1 ROOF PLAN
1/4" = 1'-0"



2 NEW PROJECTION ROOM - UPPER MEZZANNE
1/4" = 1'-0"

GENERAL NOTES:

1. PLUMBER TO DETERMINE ROUTE AND CONNECTION OF NEW ROOF DRAINS (SEE A2, A3, A4) TO EXISTING DRAIN SYSTEM.

N

LEGEND OF SYMBOLS

DATE	REMARKS
1-21-25	BUILDING PERMIT SET
4-4-25	BID PACKAGE
3-3-25	REVISED PRICING
1-23-25	PRICING

PROJECT
TRIPLEX
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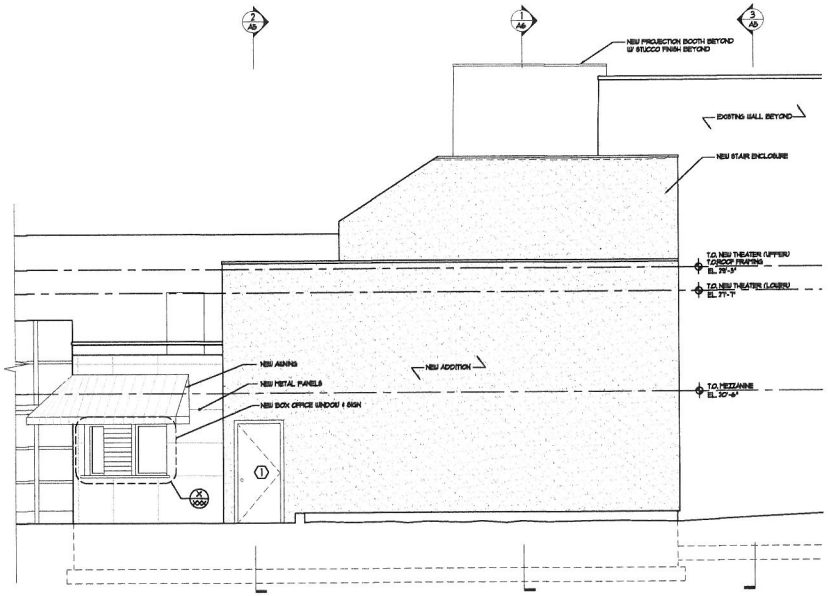
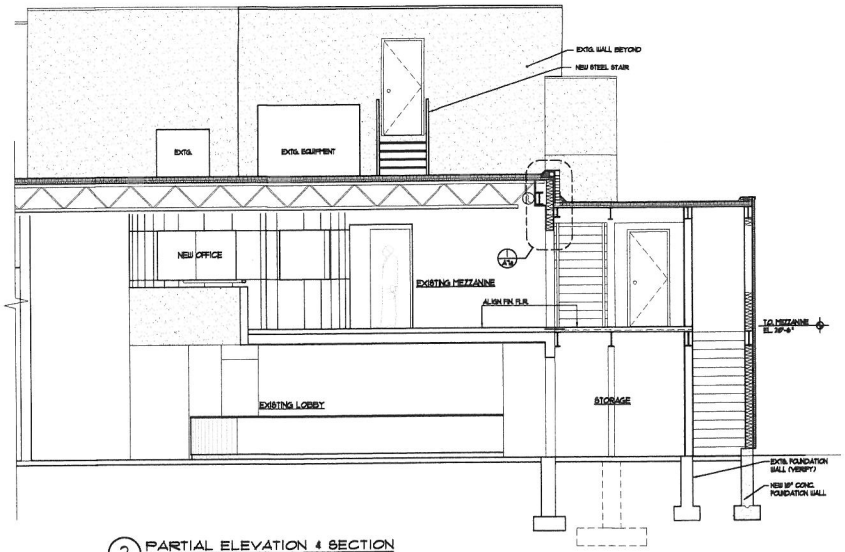
SHEET TITLE
4TH FLOOR PROJECTION ROOM PLAN & ROOF PLAN

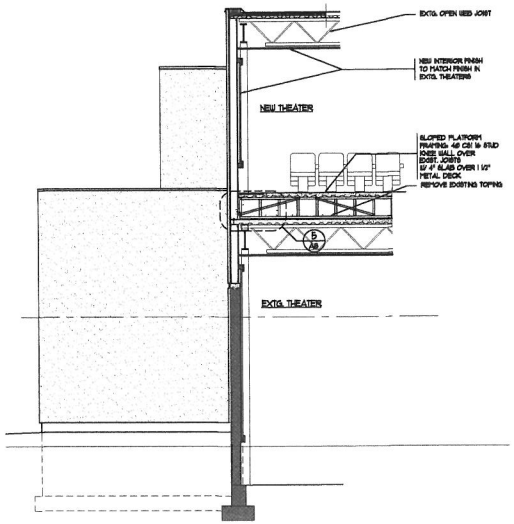
SHEET NUMBER
A4



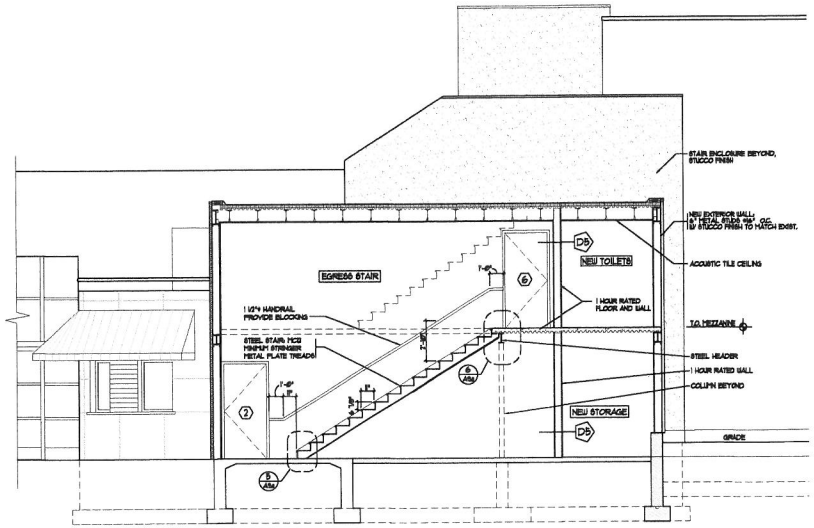
1 ELEVATION
1/4" = 1'-0"



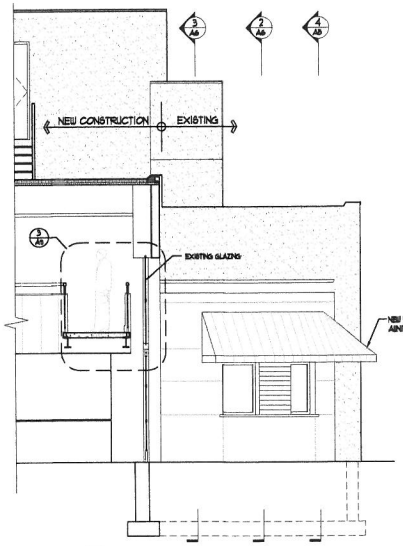
2 PARTIAL ELEVATION & SECTION
1/4" = 1'-0"



3 PARTIAL ELEVATION & SECTION
1/4" = 1'-0"



4 SECTION
1/4" = 1'-0"



5 PARTIAL ELEVATION
1/4" = 1'-0"

7-21-09	BUILDING PERMIT SET
09-1-09	REVISED PRICING SET
7-23-09	PRICING
DATE	REMARKS

PROJECT

TRIPLEX

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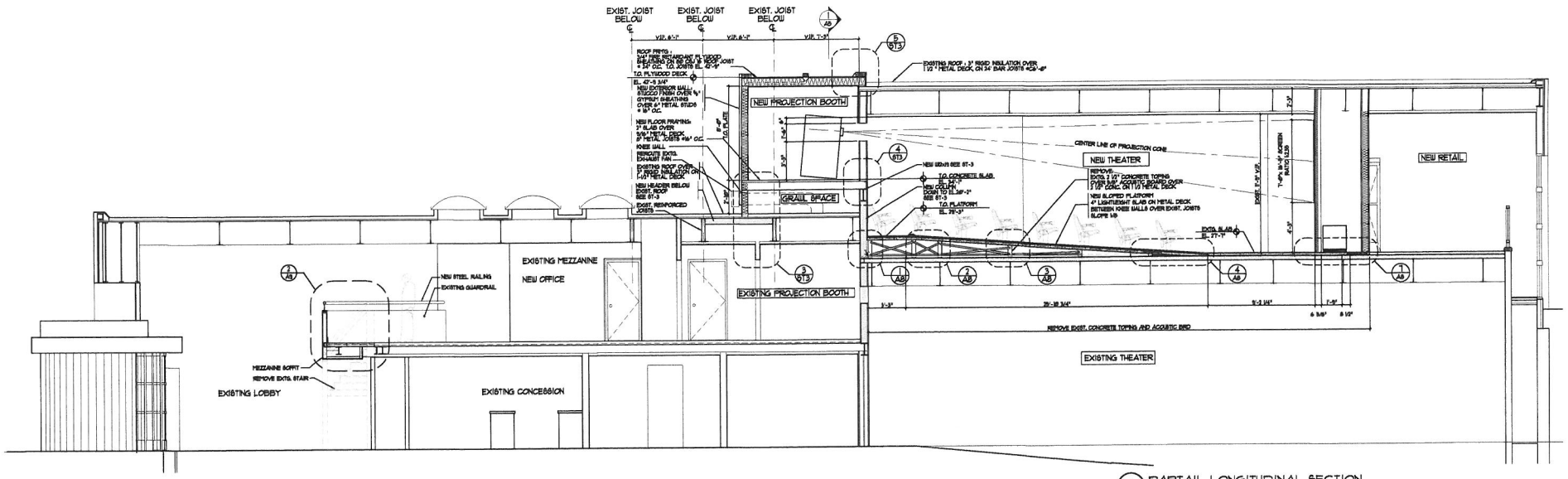
SHEET TITLE

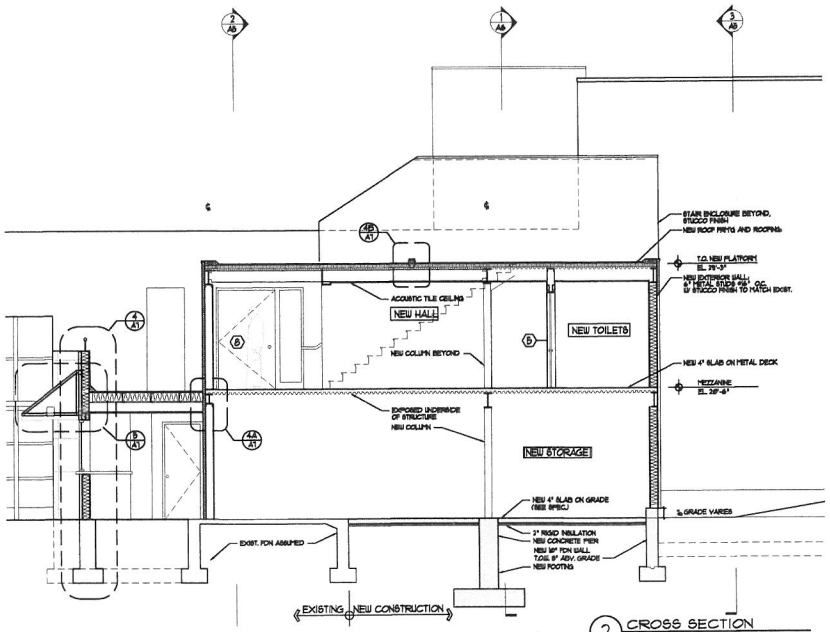
ELEVATIONS
& SECTIONS

SHEET NUMBER

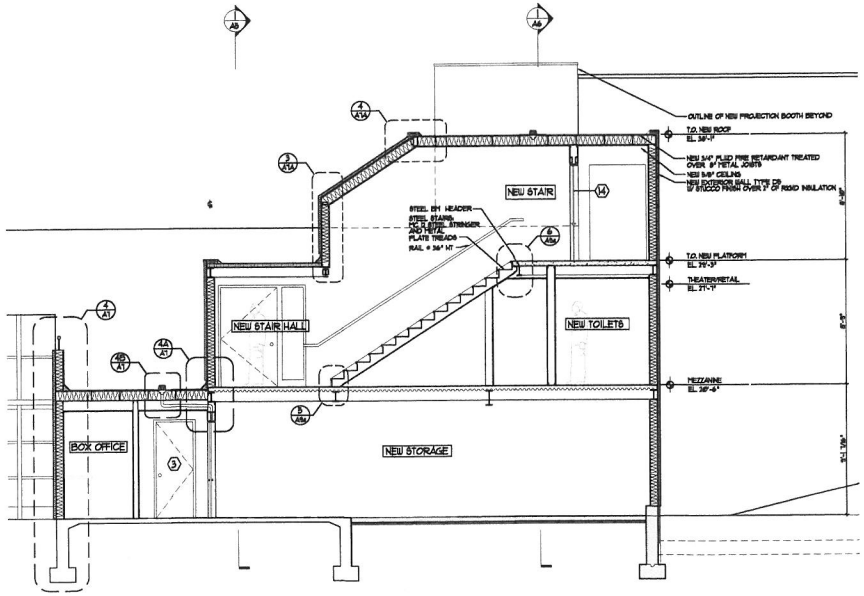
A5



1 PARTAIL LONGITUDINAL SECTION
1/4" = 1'-0"



2 CROSS SECTION
1/4" = 1'-0"



3 PARTIAL CROSS SECTION
1/4" = 1'-0"

DATE	REMARKS
1-21-25	BUILDING PERMIT SET
02-1-25	REVISED PRICING SET
1-23-25	PRICING

PROJECT

TRIPLEX

RICHARD STANLEY
GT.BARRINGTON, MASS.

CLARK & GREEN, INC.
ARCHITECTURE + DESIGN

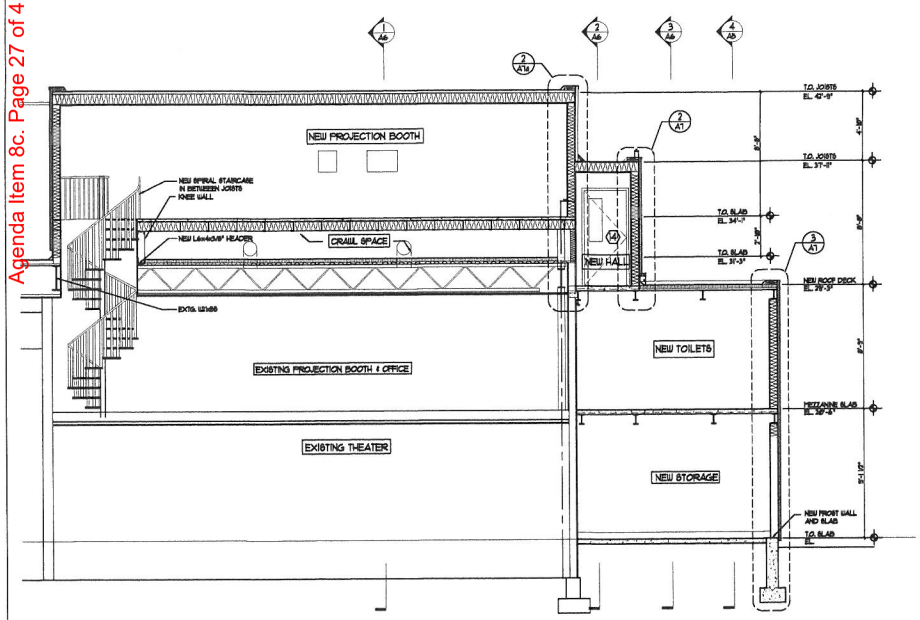
113 BRIDGE STREET
GREAT BARRINGTON MA 01230
413/528-5180 FAX 528-5420

SHEET TITLE

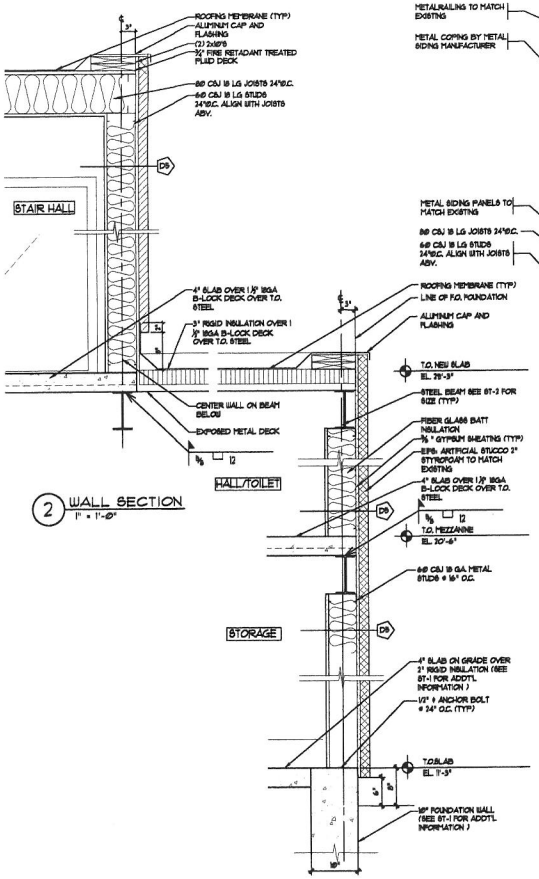
SECTIONS

SHEET NUMBER

A6

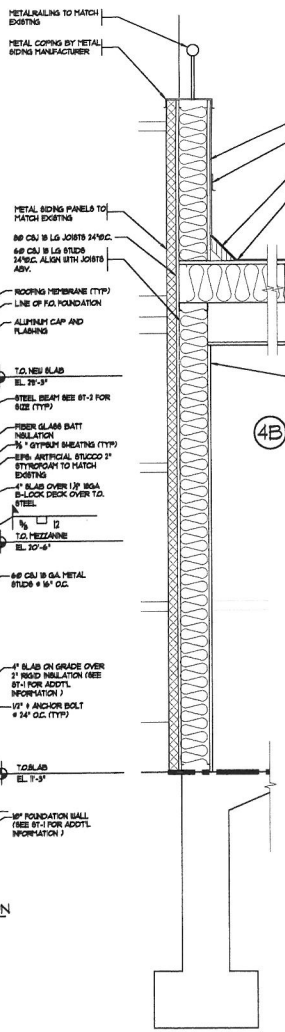


1 PARTIAL CROSS SECTION
1/4" = 1'-0"



2 WALL SECTION
1" = 1'-0"

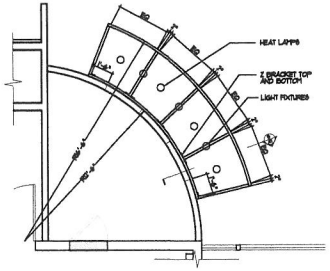
3 WALL SECTION
1" = 1'-0"



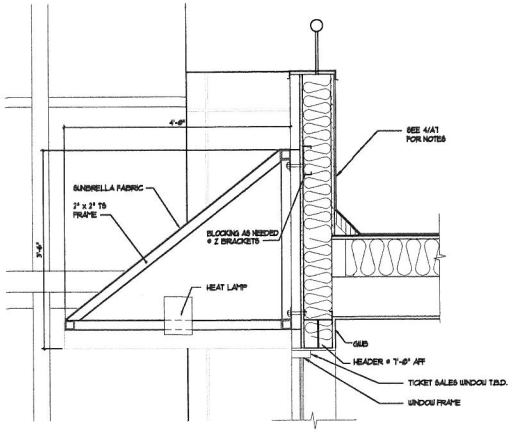
4B TYPICAL ROOF DRAIN
1" = 1'-0"

4A WALL SECTION
1" = 1'-0"

4 WALL SECTION
1" = 1'-0"



6 AWNING FRAMING PLAN
1/2" = 1'-0"



5 AWNING SECTION
1" = 1'-0"

DATE	REMARKS
1-31-09	BUILDING PERMIT SET
03-1-09	REVISED PRICING SET
02-23-09	PRICING

PROJECT

TRIPLEX

RICHARD STANLEY
GT.BARRINGTON, MASS.

CLARK & GREEN, INC.
ARCHITECTURE + DESIGN

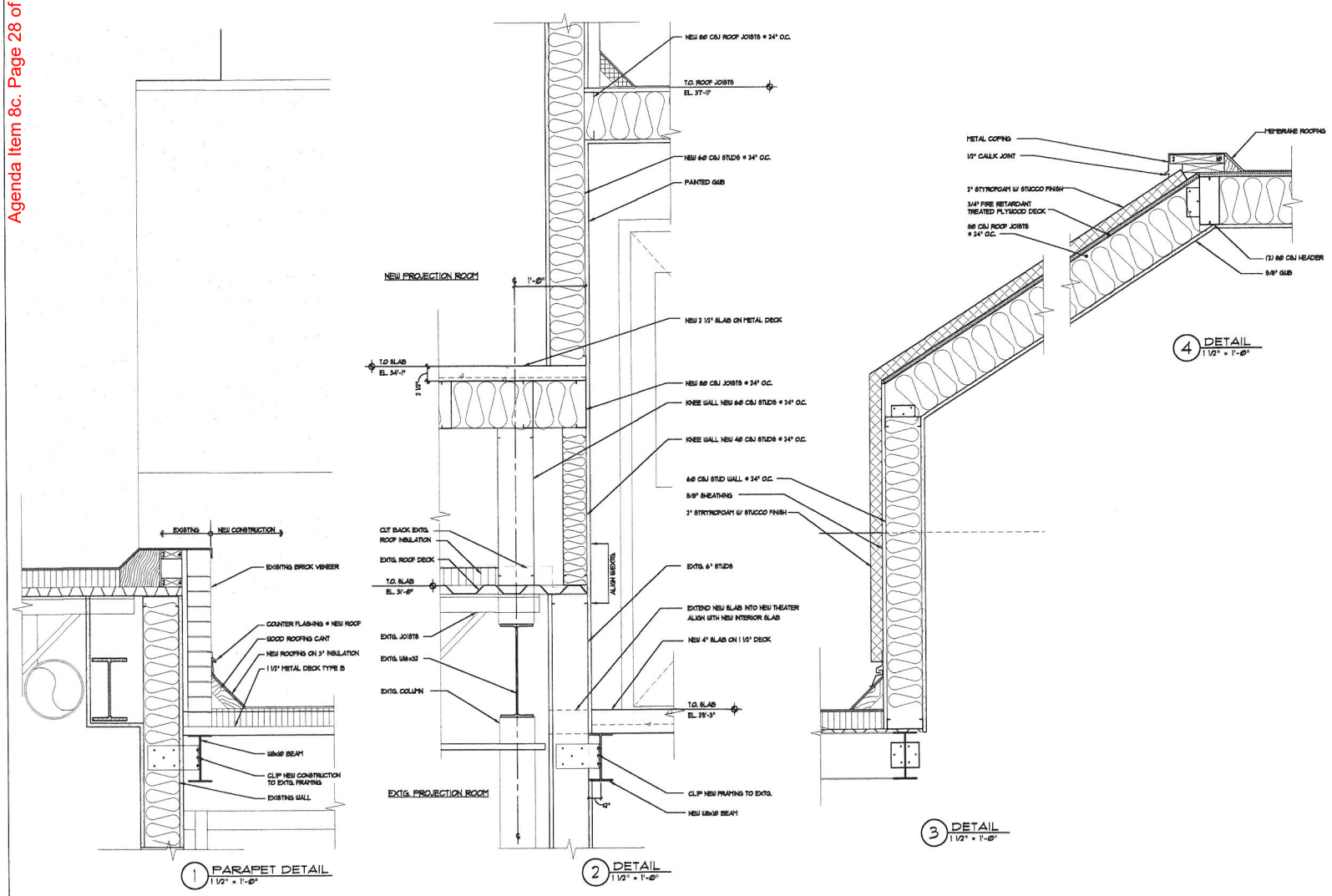
113 BRIDGE STREET
GREAT BARRINGTON MA 01230
413/528-5180 FAX 528-5420

SHEET TITLE

SECTIONS
WALL SECTIONS
DETAILS

SHEET NUMBER

A7



DATE	REMARKS
7-31-09	BUILDING PERMIT SET
4-4-09	BID PACKAGE
03-1-09	REVISED PRICING SET
02-23-09	PRICING

PROJECT

TRIPLEX

RICHARD STANLEY
GT.BARRINGTON, MASS.

CLARK & GREEN, INC.
ARCHITECTURE + DESIGN

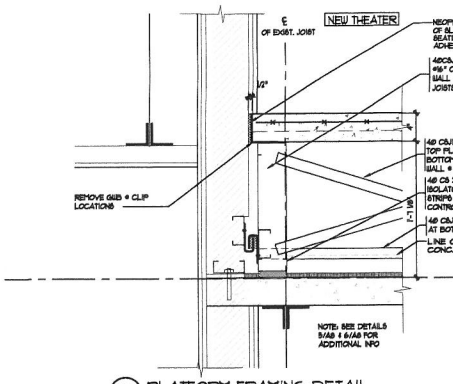
113 BRIDGE STREET
GREAT BARRINGTON MA 01230
413/528-5180 FAX 528-5420

SHEET TITLE

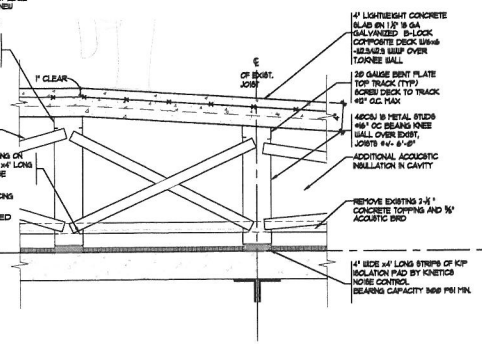
SECTIONS
WALL SECTIONS
DETAILS

SHEET NUMBER

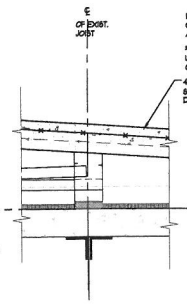
A7a



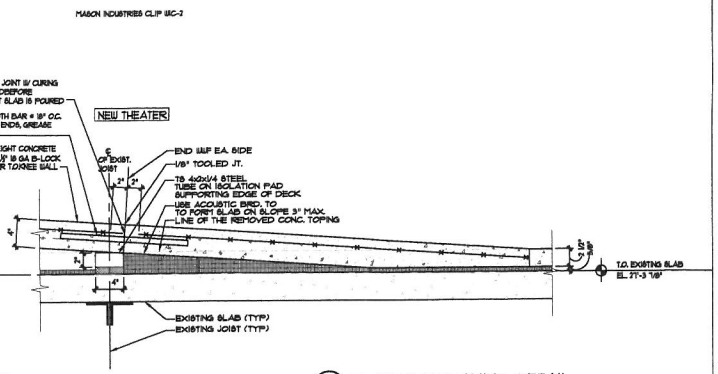
1 PLATFORM FRAMING DETAIL
1 1/2" = 1'-0"



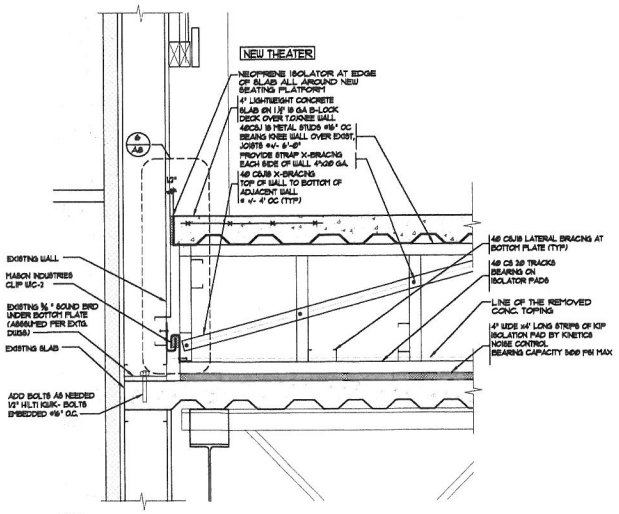
2 PLATFORM FRAMING DETAIL
1 1/2" = 1'-0"



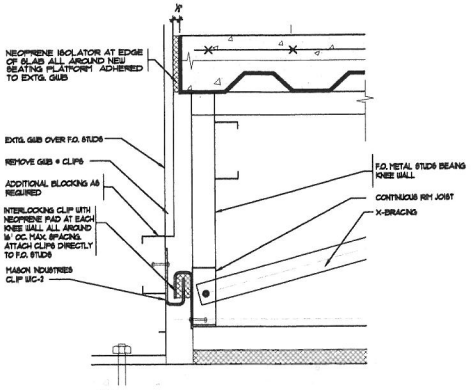
3 PLATFORM FRAMING DETAIL
1 1/2" = 1'-0"



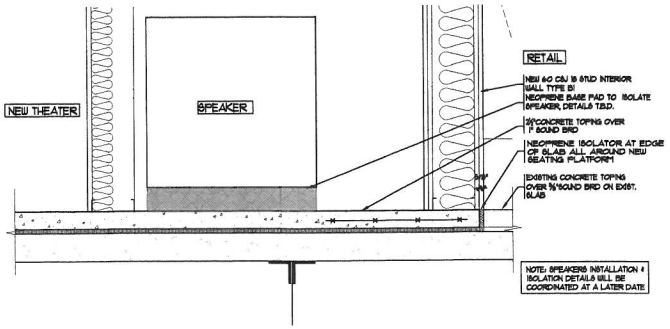
4 PLATFORM FRAMING DETAIL
1 1/2" = 1'-0"



5 PLATFORM FRAMING DETAIL
1 1/2" = 1'-0"



6 CLIP DETAIL
3" = 1'-0"



7 DETAIL AT NEW SLAB
1 1/2" = 1'-0"

DATE	REMARKS
7-21-09	BUILDING PERMIT SET
09-1-09	REVISED PRICING SET

PROJECT

TRIPLEX

RICHARD STANLEY
GT.BARRINGTON, MASS.

CLARK & GREEN, INC.
ARCHITECTURE + DESIGN

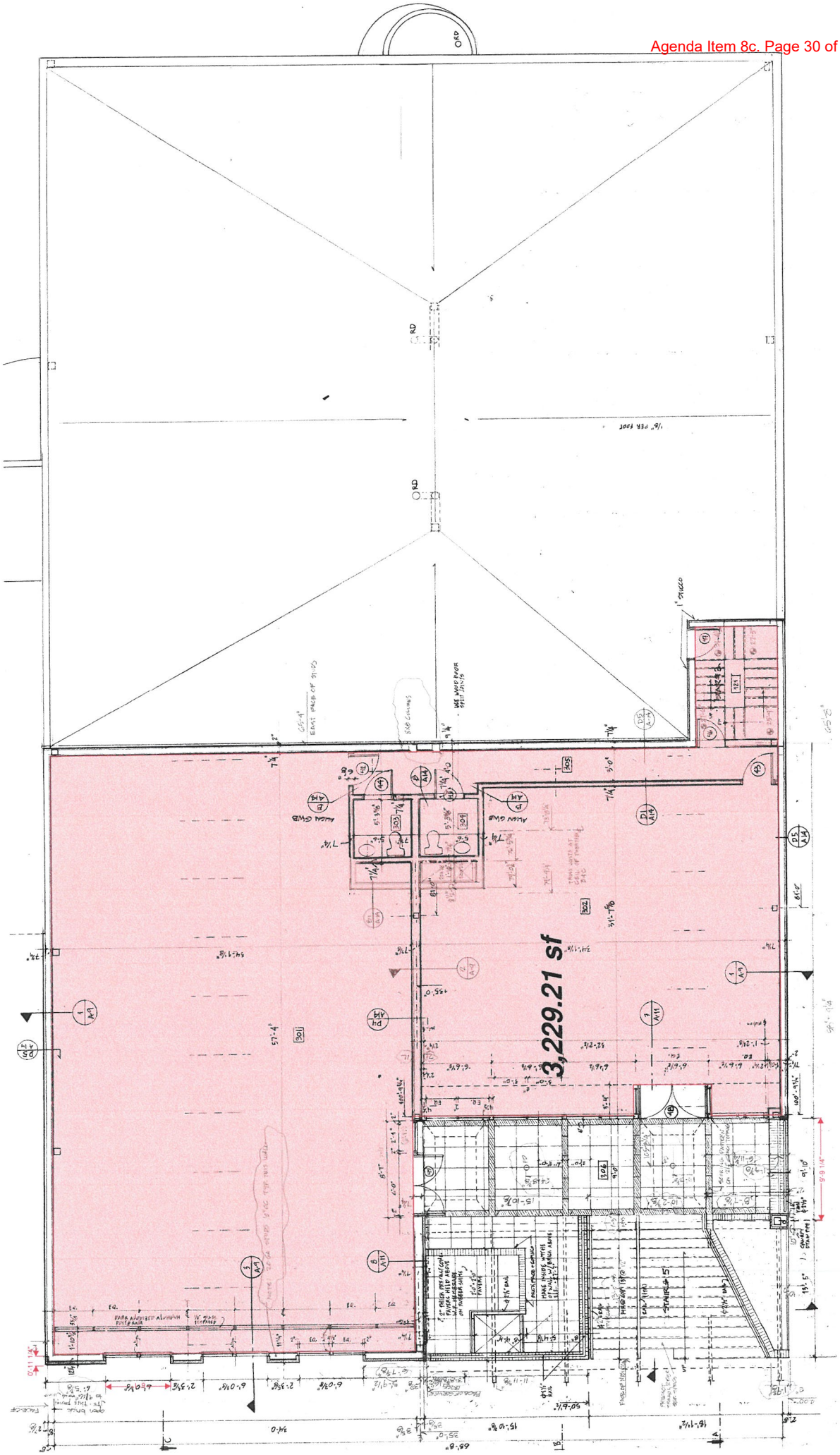
113 BRIDGE STREET
GREAT BARRINGTON MA 01230
413/528-5180 FAX 528-6430

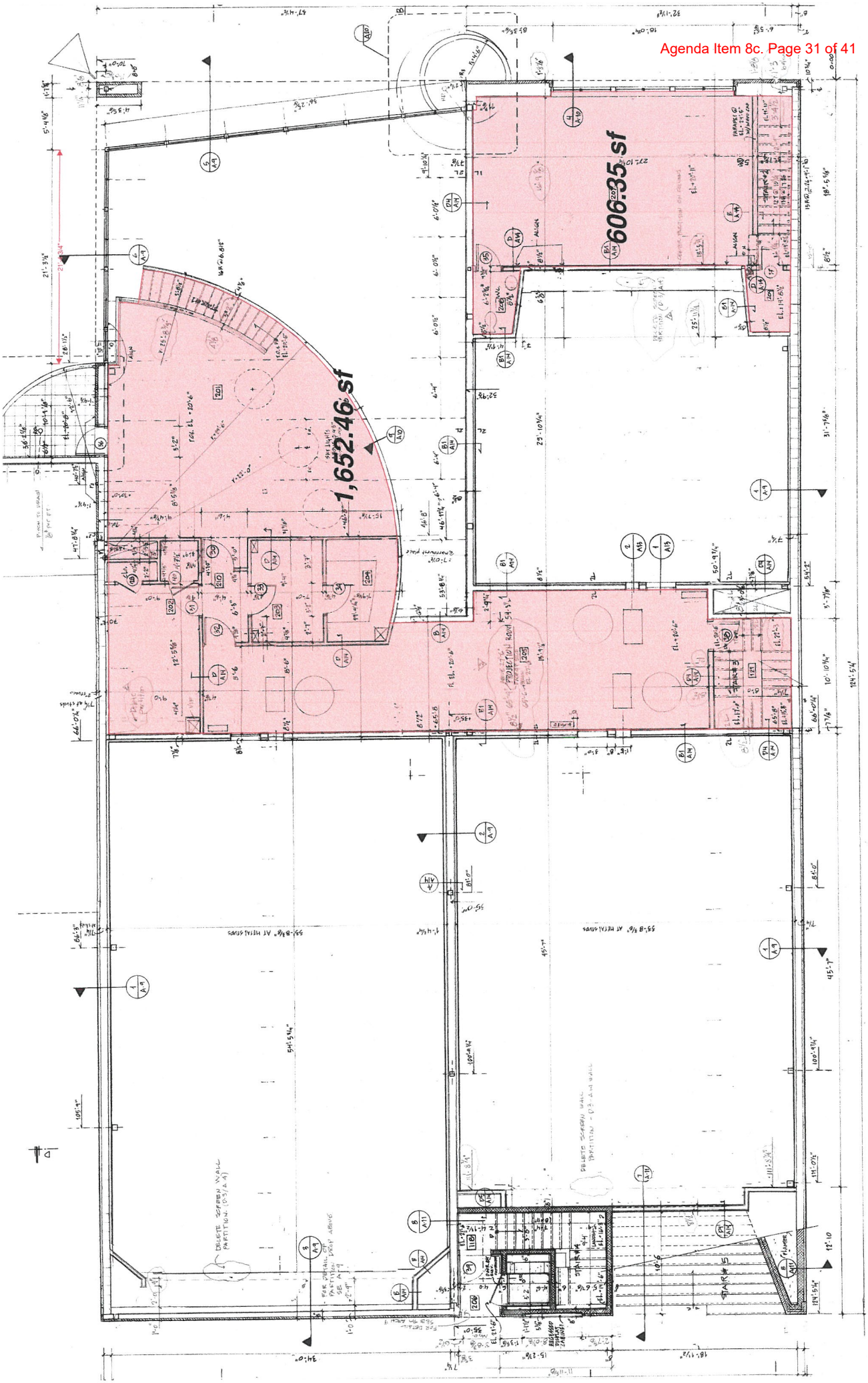
SHEET TITLE

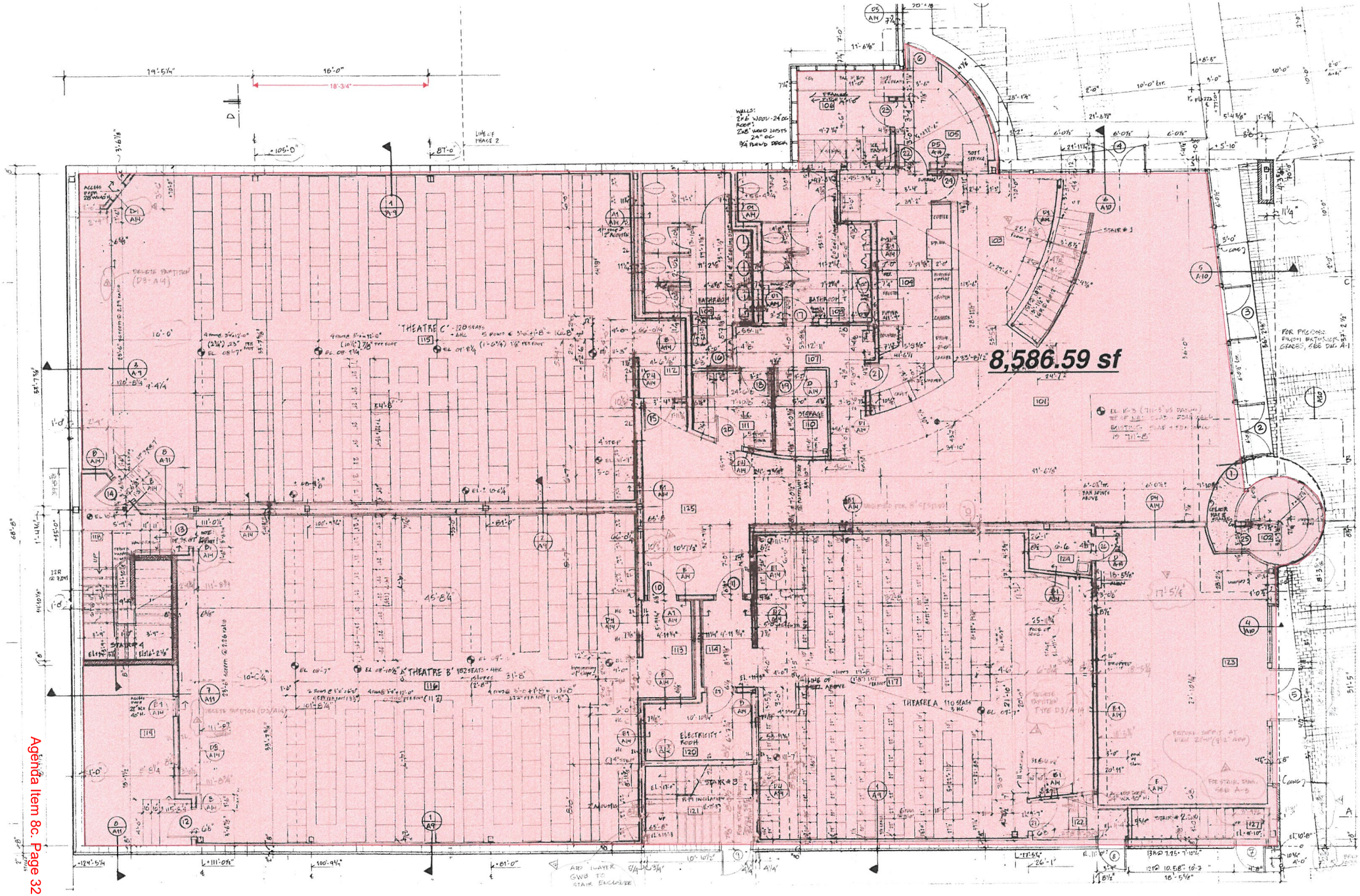
SEATING PLATFORM DETAILS

SHEET NUMBER

A8


3,229.21 sf


1,652.46 sf
606.35 sf
PROJECTION ROOM
STAIR #5

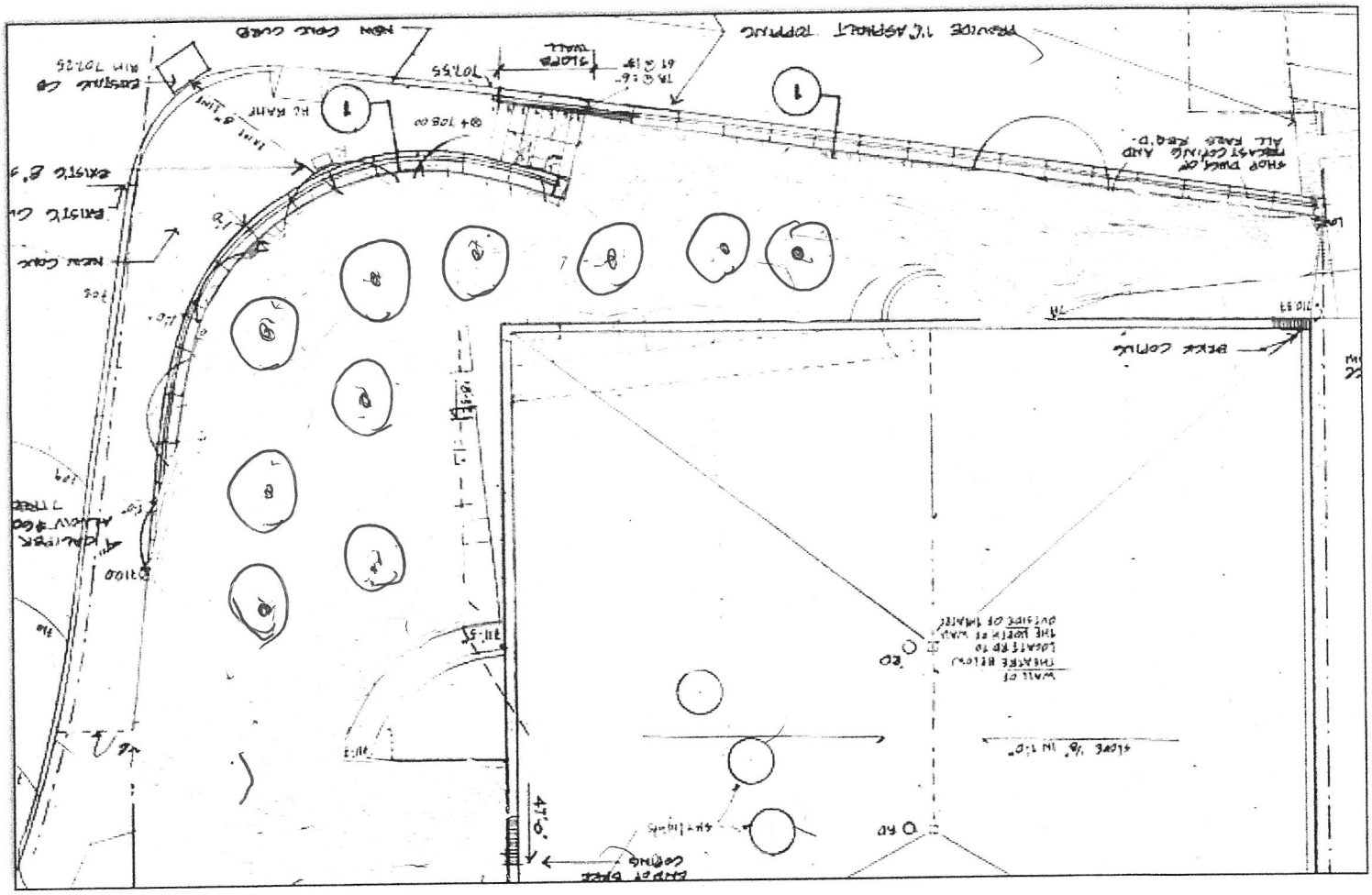

8,586.59 sf
THEATRE C
THEATRE B
THEATRE A
STAIR #4
STAIR #3
STAIR #1
STAIR #2
BATHROOM
STORAGE
ELECTRICITY ROOM
COFFEE
SOFT SERVING
GLASS PATE ENTRY
LINE OF PHASE 2
FOR PRECISE FINISH BATHROOM GRADES, SEE DWG A-1

Addendum A – Alteration floor plan

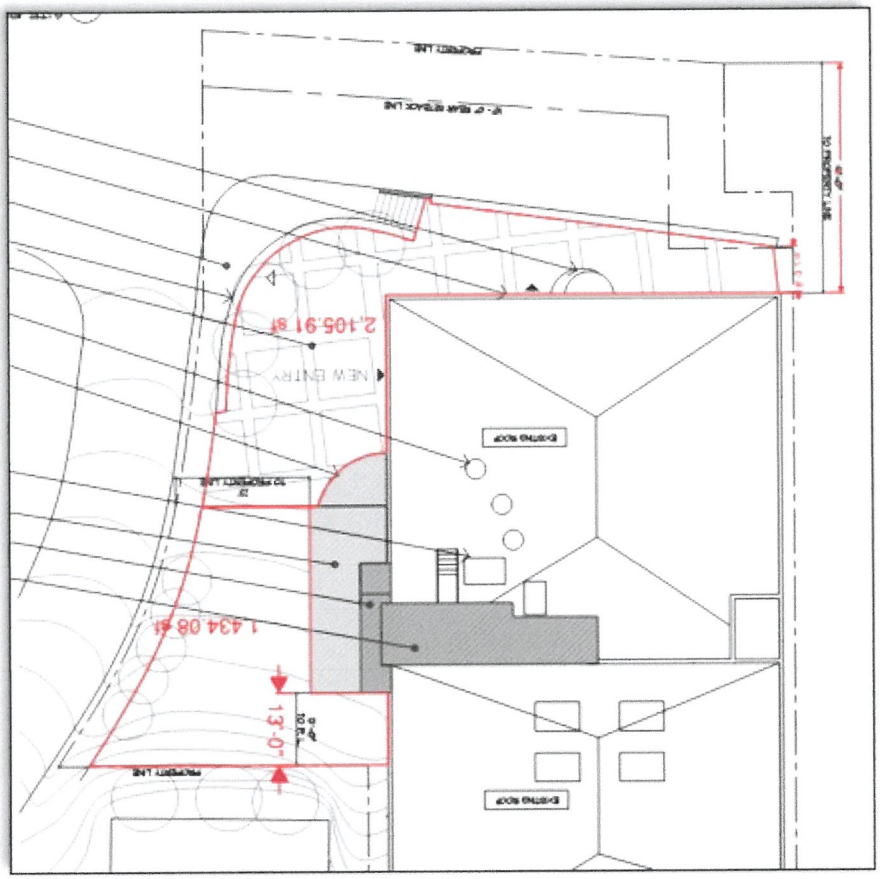
Proposed Duplex Cinema outdoor seating arrangement.

⊙ Circles represent 10 Tables of 4 on the outdoor patio – The plan is to have seating for 40 people

Nicki Wilson – Board President – Ph 413.429.6272



The raised area marked in red is the intended increased alteration of premises for intended alcohol consumption.



TOWN OF GREAT BARRINGTON
NOTICE OF PUBLIC HEARING

The Selectboard will hold a Public Hearing on Monday, April 29, 2024, at 6:00 PM at the Town Hall, 334 Main Street, Great Barrington, MA 01230, to act on the application by Triplex Cinema, Inc., for an Amendment to Change or Alteration of Premises to an all alcohol liquor license relating to property known as 70 Railroad Street, Great Barrington, MA 01230.

Stephen Bannon
Chair

New England Newspapers, Inc.

The Berkshire Eagle • The Bennington Banner • The Brattleboro Reformer • The Manchester Journal
75 South Church St., Pittsfield, MA 01201 • (413) 447-7311 • (800) 245-0254

Advertising Invoice

TOWN OF GREAT BARRINGTON
TOWN HALL
334 MAIN STREET
GREAT BARRINGTON, MA 01230

Cust#:112587
Ad#:84218
Phone#:413-528-1619
Date:04/17/2024

Salesperson: ROBERTA BRASSARD Classification: Public Notices BE Ad Size: 1.0 x 20.0

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Berkshire Eagle	04/19/2024	04/19/2024	1	86.00	86.00

Payment Information:

Date:	Order#	Type
04/17/2024	84218	BILLED ACCOUNT

Total Amount: 86.00
Tax: 0.00
Amount Due: 86.00

Thank you for your business!.

Ad Copy

TOWN OF GREAT BARRINGTON
NOTICE OF PUBLIC HEARING

The Selectboard will hold a Public Hearing on Monday, April 29, 2024, at 6:00 PM at the Town Hall, 334 Main Street, Great Barrington, MA 01230, to act on the application by Triplex Cinema, Inc., for an Amendment to Change or Alteration of Premises to an all alcohol liquor license relating to property known as 70 Railroad Street, Great Barrington, MA 01230.

Stephen Bannon
Chair

AD# 84218
04/19/2024

Ross A. Vivori, MAA, Principal Assessor
E-Mail: rvivori@townofgb.org

Carol Strommer, Assessor
E-Mail: cstrommer@townofgb.org

Tammy Touponce, Assessor

Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x 3
Fax: (413) 528-1026

TOWN OF GREAT BARRINGTON
MASSACHUSETTS
BOARD OF ASSESSORS

April 17, 2024

IMMEDIATE ABUTTERS (LIQUOR) TO PROPERTY OF: TRIPLEX CINEMA INC
70 Railroad Street, Map 19 Lot 68, Book 2851 Page 315

MAP	LOT	ABUTTER
19	67	Peter A. Schneyer, PO Box 1235, Sheffield, MA 01257-1235
19	71,68A	The Cohen Group LLC, 560 Greylock St, Lee, MA 01238-9395
19	101	Society of the Congregation Church, PO Box 660, Gt. Barrington, MA 01230-0660
19	70	Thirty Eight Railroad LLC, PO Box 99, South Egremont, MA 01258-0099
19	69	Reistan Enterprises Inc., PO Box 99, South Egremont, MA 01258-0099
19	64	Inhabitants of the Town of Great Barrington, 334 Main St. Rm 208, Gt. Barrington, MA 01230-1832

The above list of immediate abutters (liquor) to the subject property is correct according to the latest records of this office.

Sincerely,

Carol Strommer
Administrative Assessor

9589 0710 5270 1044 3950 50

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Extra Services & Fees (check box, add fee as appropriate)
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- Certified Mail Restricted Delivery $ $0.00
- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Postmark Here: GREAT BARRINGTON MA, APR 18 2024, 04/18/2024, 01230

Sent To: Peter A. Schneyer
Street and Apt. No., or PO Box No.: P.O. Box 1235
City, State, ZIP+4®: Sheffield, MA 01257-1235

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Postmark Here: GREAT BARRINGTON MA, APR 18 2024, 04/18/2024, 01230

Sent To: Society of the Congregation Church
Street and Apt. No., or PO Box No.: P.O. Box 1660
City, State, ZIP+4®: Great Barrington, MA 01230-1660

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Postmark Here: GREAT BARRINGTON MA, APR 18 2024, 04/18/2024, 01230

Sent To: Reistan Enterprises Inc.
Street and Apt. No., or PO Box No.: P.O. Box 99
City, State, ZIP+4®: South Egremont, MA 01258-0099

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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- Return Receipt (electronic) $ $0.00
- Certified Mail Restricted Delivery $ $0.00
- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Postmark Here: GREAT BARRINGTON MA, APR 18 2024, 04/18/2024, 01230

Sent To: Inhabitants of the Town of Great Barrington
Street and Apt. No., or PO Box No.: 334 Main St. (Rm 208)
City, State, ZIP+4®: Great Barrington, MA 01230-1832

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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Lee, MA 01238

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- Return Receipt (electronic) $ $0.00
- Certified Mail Restricted Delivery $ $0.00
- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Postmark Here: GREAT BARRINGTON MA, APR 18 2024, 04/18/2024, 01230

Sent To: The Cohen Group LLC
Street and Apt. No., or PO Box No.: 560 Greylock Street
City, State, ZIP+4®: Lee, MA 01238-9395

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 1044 3950 81

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South Egremont, MA 01258

OFFICIAL USE

Certified Mail Fee $4.40
Extra Services & Fees (check box, add fee as appropriate)
- Return Receipt (hardcopy) $ $0.00
- Return Receipt (electronic) $ $0.00
- Certified Mail Restricted Delivery $ $0.00
- Adult Signature Required $ $0.00
- Adult Signature Restricted Delivery $

Postage $0.68
Total Postage and Fees $5.08

Postmark Here: GREAT BARRINGTON MA, APR 18 2024, 04/18/2024, 01230

Sent To: Thirty Eight Railroad LLC
Street and Apt. No., or PO Box No.: P.O. Box 99
City, State, ZIP+4®: South Egremont, MA 01258-0099

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Certificate of Completion

This Certificate of Completion of

eTIPS Concessions 3.0

For coursework completed on November 28, 2021
provided by Health Communications, Inc.
is hereby granted to:

Stephen Johnson

Certification to be sent to:

Triplex Management Corp.
70 Railroad St
Gt Barrington MA, 01230-1740 USA

HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It verifies only that you have completed the course. Valid certification documents will be forwarded to you.

TIPS® | 360 TRAINING™ A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Caroline Soojung Coenen

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours	Completion Date	Expiration Date	Certificate #
3.00	04/18/2024	04/18/2027	ON-000033337036

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE) (CUT HERE)

FOLD

TIPS® On-Premise

CERTIFIED

Issued: 04/18/2024 **Expires:** 04/18/2027

Certificate #: ON-000033337036

Caroline Soojung Coenen
16 olive st
Lee MA 01238

TIPS® | 360 TRAINING™ A 360TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

CERTIFIED

TIPS eTIPS On Premise 3.1

Issued: 2/22/2022 Expires: 2/22/2025

ID#: 5655640

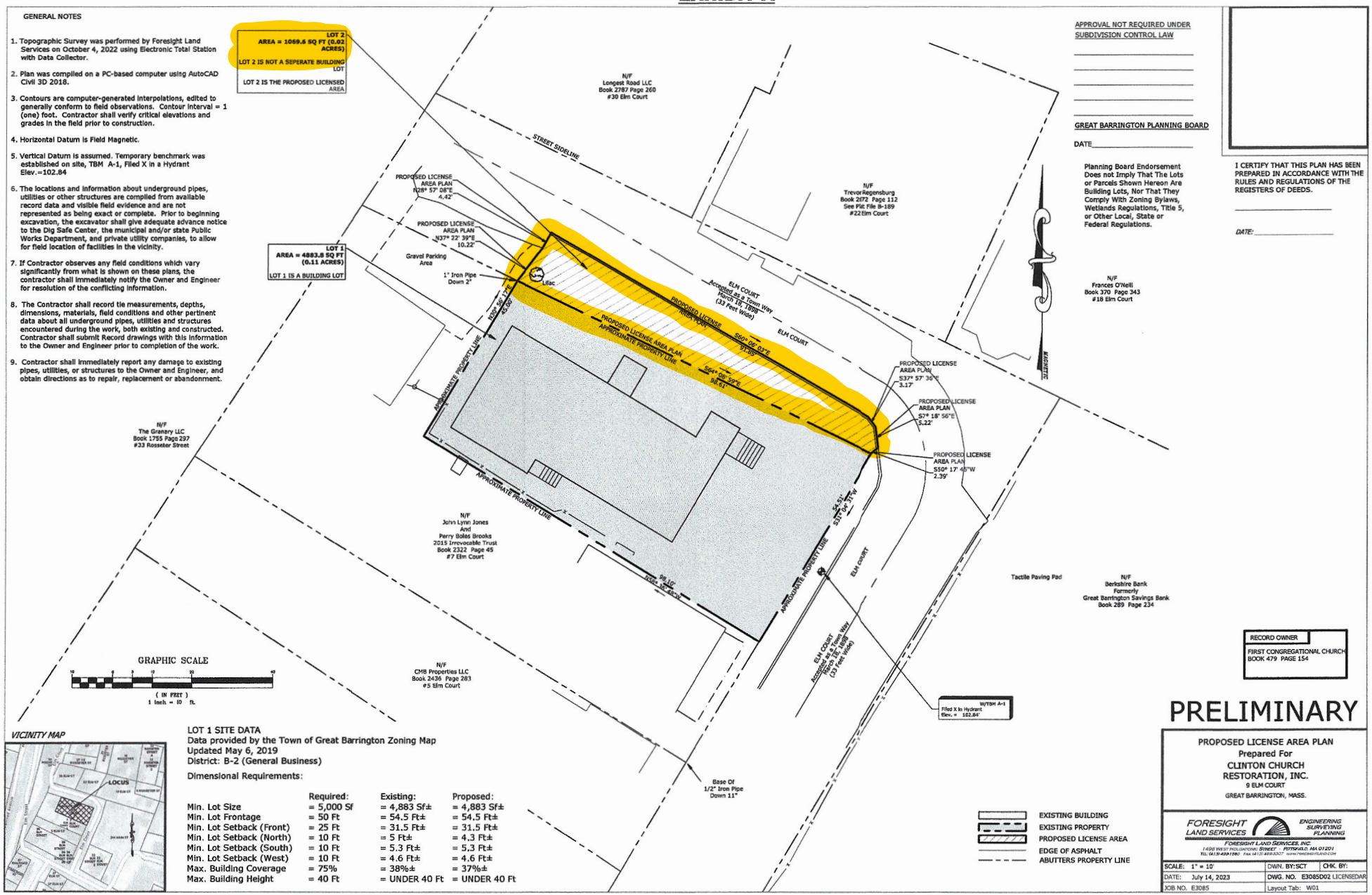
Matthew C Shaw
Triplex Cinemas
70 Railroad St
Great Barrington, MA 01230-1740

For service visit us online at www.gettips.com

EXHIBIT A

GENERAL NOTES

1. Topographic Survey was performed by Foresight Land Services on October 4, 2022 using Electronic Total Station with Data Collector.
2. Plan was compiled on a PC-based computer using AutoCAD Civil 3D 2018.
3. Contours are computer-generated interpolations, edited to generally conform to field observations. Contour interval = 1 (one) foot. Contractor shall verify critical elevations and grades in the field prior to construction.
4. Horizontal Datum is Field Magnetic.
5. Vertical Datum is assumed. Temporary benchmark was established on site, TBM A-1, Filed X in a Hydrant Elev.=102.84
6. The locations and information about underground pipes, utilities or other structures are compiled from available record data and visible field evidence and are not represented as being exact or complete. Prior to beginning excavation, the excavator shall give adequate advance notice to the Dig Safe Center, the municipal and/or state Public Works Department, and private utility companies, to allow for field location of facilities in the vicinity.
7. If Contractor observes any field conditions which vary significantly from what is shown on these plans, the contractor shall immediately notify the Owner and Engineer for resolution of the conflicting information.
8. The Contractor shall record tie measurements, depths, dimensions, materials, field conditions and other pertinent data about all underground pipes, utilities and structures encountered during the work, both existing and constructed. Contractor shall submit Record drawings with this information to the Owner and Engineer prior to completion of the work.
9. Contractor shall immediately report any damage to existing pipes, utilities, or structures to the Owner and Engineer, and obtain directions as to repair, replacement or abandonment.



APPROVAL NOT REQUIRED UNDER SUBDIVISION CONTROL LAW

GREAT BARRINGTON PLANNING BOARD

DATE

Planning Board Endorsement Does not Imply That The Lots or Parcels Shown Hereon Are Building Lots, Nor That They Comply With Zoning Bylaws, Wetlands Regulations, Title 5, or Other Local, State or Federal Regulations.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

DATE:

GRAPHIC SCALE

(IN FEET)
1 inch = 10 ft.

RECORD OWNER
FIRST CONGREGATIONAL CHURCH
BOOK 479 PAGE 154

PRELIMINARY

VICINITY MAP

LOT 1 SITE DATA
Data provided by the Town of Great Barrington Zoning Map
Updated May 6, 2019
District: B-2 (General Business)

Dimensional Requirements:

	Required:	Existing:	Proposed:
Min. Lot Size	= 5,000 Sf	= 4,883 Sf±	= 4,883 Sf±
Min. Lot Frontage	= 50 Ft	= 54.5 Ft±	= 54.5 Ft±
Min. Lot Setback (Front)	= 25 Ft	= 31.5 Ft±	= 31.5 Ft±
Min. Lot Setback (North)	= 10 Ft	= 5 Ft±	= 4.3 Ft±
Min. Lot Setback (South)	= 10 Ft	= 5.3 Ft±	= 5.3 Ft±
Min. Lot Setback (West)	= 10 Ft	= 4.6 Ft±	= 4.6 Ft±
Max. Building Coverage	= 75%	= 38%±	= 37%±
Max. Building Height	= 40 Ft	= UNDER 40 Ft	= UNDER 40 Ft

EXISTING BUILDING
EXISTING PROPERTY
PROPOSED LICENSE AREA
EDGE OF ASPHALT
ABUTTERS PROPERTY LINE

PROPOSED LICENSE AREA PLAN
Prepared For
CLINTON CHURCH RESTORATION, INC.
9 ELM COURT
GREAT BARRINGTON, MASS.

FORESIGHT LAND SERVICES — ENGINEERING SURVEYING PLANNING
FORESIGHT LAND SERVICES, INC.
1498 WEST HOLYOKE STREET - PITTSFIELD, MA 01201
TEL: (413) 499-1980 FAX: (413) 499-3307 WWW.FORESIGHTLAND.COM

SCALE: 1" = 10'	DWN. BY: SCT	CHK. BY:
DATE: July 14, 2023	DWG. NO. E3085D02 LICENSEDAR	
JOB NO. E3085	Layout Tab: W01	

Town of Great Barrington
Massachusetts

ZBA-1
Rev. March 2020

Application to the Zoning Board of Appeals

INSTRUCTIONS

You may download this form and fill it in on your computer. Fill out all applicable information. Save and print the form, and sign it where required. When you are ready with your form and all supporting plans and materials, call the Town Planner to set up a time to file the application. You will need to submit the original and 14 full copies of the entire package. It may not be submitted electronically, but submissions made by mail are acceptable. Incomplete applications and those not accompanied by the required fee or copies may be rejected. The Town Planner can be reached at (413) 528-1619. (Note, for Comprehensive Permit applications, please call the Town Planner.)

FOR OFFICE USE ONLY

Number Assigned: 944-24
Filing Date: 4/10/24
Received and checked for completeness by: 4/10/24
Date filed with the Town Clerk 4/10/24

FOR ZBA USE:
Advertising dates: 4/23/24 & 4/30/24
Public hearing date: 5/21/24

TIMELINE: The Zoning Board of Appeals (ZBA) will set a public hearing date that is at least 45 days but no more than 65 days from the date of your filing. The hearing date will be posted at Town Hall and in accordance with the Open Meetings Law, and notice of the hearing will be sent to the Applicant and/or Applicant's agent and abutting property owners by mail, and advertised for two consecutive weeks in the local newspaper.

A. WHAT ARE YOU SEEKING?

Check all that apply. If you are unsure, please consult with your attorney, or the Town Planner or Building Inspector.

☐ VARIANCE (exempts a property from some Zoning requirements)
You must complete portions A., B., C., D., G., H, I., and J. of this form.

☒ SPECIAL PERMIT (for changes to nonconforming uses, structures)
You must complete portions A., B., C., E., G., H, I., and J. of this form.

☐ APPEAL (to overturn a decision of Building Inspector or a Board)
You must complete portions A., B., C., F., G., H, I., and J. of this form.

☐ 40 B Comprehensive Permit (call ahead)

B. SITE / PROPERTY INFORMATION

Address of Subject Property 232 Main Street
Great Barrington, MA 01230

Assessor's Map: 14 Lot: 213

Registry of Deeds Book: 2722 Page: 64

Zoning District (s): B2

Overlay District(s), if any: VCOD / WQPOD; Zone II

C. APPLICANT AND OWNER INFORMATION

Applicant's Information

Name (please print) AF architecture
Phone (area code first) 413.429.5302
Street Address 76 State Route 71
City, State, Zip Code Hillsdale, NY 12529
If Applicant is a corporation, provide name of contact person: Grigori Fateyev
Email Address gf@aformsa.com
Signature Grigori Fateyev, RA

☐ Check here if Applicant and Property Owner are the same, and skip to the next section.

☒ Check here if Applicant is different than the Property Owner, and to verify that you have the Property Owner's permission to file this Application. Note that the Property Owner must sign below to indicate permission to file this Application.

Enter Property Owner's information EXACTLY as it appears on the most recent tax bill.

Property Owner's Information

Name (please print) James Hendrick
Phone (area code first) 917.287.4112
Street Address 281 Main Street Unit 6B
City, State, Zip Code Great Barrington, MA 01230
Email Address jameshendrick@icloud.com
Signature

D. VARIANCES

If you are requesting a variance, please answer all of the following. Attach additional sheets if necessary.

1) From which Section(s) of the Zoning Bylaw do you request a variance?

2) What will the requested variance(s) enable you to do?

3) If the variance(s) is not granted, what hardship will that cause you?

4) What special circumstances relating to soil condition, shape or topography of land or structures, affect your property but not other properties in the same zone?

5) Explain why your special circumstances are not a result of your own actions.

6) If the variance(s) is not granted, what rights will you be deprived of that other properties in the same zone enjoy?

7) Explain why a variance will not give you any special privileges that other properties in the same zoning district don't have.

E. SPECIAL PERMITS

If you are requesting a special permit, please answer all of the following. Attach additional sheets if necessary.

1) A special permit is being requested in order to (please describe project):

The proposed work consists of repairing and replacing the existing stair roof. Expanding and creating several new window openings in the existing CMU and brick veneer walls; replacing the entry canopy; interior repairs and remodeling. New downlights to illuminate the exterior would be installed. The courtyard in front of the building would be defined with a decorative concrete block wall.

2) This application is made under the following Sections of the Zoning Bylaw (check all that apply)

- ☐ Section 5.2
- ☒ Section 5.3
- ☐ Section 5.5
- ☐ Section 5.6
- ☐ Section 5.7
- ☒ Section 10.4

and **9.6.4** Special Permit (property is located in **VCOD)**

3) Reason(s) that this property is not in conformance with the Zoning Bylaw

The former Masonic Temple building at 232 Main Street was built in 1958. Under the current Zoning Bylaws, it is a prior nonconforming structure as the existing building violates the 10' setback on the south boundary line (see attached documents)

4) Are there any previous Special Permits or Variances for this property?

☒ No ☐ Yes

If yes, provide date(s), and name of issuing Board

F. APPEALS

If you are seeking an appeal, please answer all of the following. Attach additional sheets if necessary.

1) This application is to appeal the decision of ☐ Building Inspector ☐ Planning Board ☐ Selectboard

2) Date of decision

3) Nature of the decision

4) Applicable Section(s) of the Zoning Bylaw

5) Describe your interpretation of the nature of the decision and the remedy you seek. Attach additional sheets if needed.

G. REQUIREMENTS FOR ALL APPLICATIONS

By checking the items below, applicant acknowledges that each application is accompanied by each of the items listed below.

[X] Plot Plan of the entire property or tract. The Board may require the plan to be signed by a licensed surveyor or engineer, particularly if the matter involves dimensional issues. The plan should include those items listed in Section 10.5.3 of the Zoning Bylaw, including two locus maps--one USGS survey map and one current zoning map-- illustrating property location.

[X] A current list of all abutters within 300 feet of the property, including address of owner, map and lot number. The list must be obtained from the Assessor's office and certified by the Assessor's office. Call 413-528-1619.

[X] At least one copy of the application and plans / specifications shall be no larger than 11 x 17 inches.

H. APPLICATION FEE

Application fee is $300.

[X] Check here to confirm that your check in the appropriate amount is enclosed. Make checks payable to Town of Great Barrington.

I. TECHNICAL REVIEW FEES

[X] The Zoning Board of Appeals may hire independent consultants whose services shall be paid for by the applicant(s) under the terms of the Rules and Regulations of the Zoning Board of Appeals, and in accordance with Chapter 44, Section 53G of the Massachusetts General Laws. Check here to acknowledge and be bound by these regulations. Failure to acknowledge shall cause this application to be rejected as incomplete. ** *Please also sign here:* Grigori Fateyev, RA

J. ADDITIONAL INFORMATION

Recommending Boards: All applications to the Zoning Board of Appeals are referred to the Planning Board, Conservation Commission, Board of Health, and Board of Selectmen for comments and recommendations. Applicants should be prepared to attend those meetings in order to brief those boards of their project and answer any questions.

Site Visits: The ZBA and recommending Boards may contact the Applicant to request a site visit. Applicants agree to facilitate access to the site at a mutually convenient date and time.

Timeline/ Procedures: The ZBA conducts its business in accordance with Massachusetts General Laws. Accordingly, the ZBA will hold its Public Hearing not later than 65 days after the filing of the application. A decision for a variance or appeal will be rendered not later than 100 days from the filing date. A decision for a special permit will be made not later than 90 days after the close of the Public Hearing. The decision will be filed with the Town Clerk within 20 days of the date of the decision. The appeal period lasts for 20 days after the filing with the Town Clerk. On the 21st day, if no appeals are filed, or once all appeals are resolved, the applicant shall have the decision certified by the Town Clerk. The Applicant is responsible for then filing the decision with the Registry of Deeds, at which time the decision becomes effective.

Guidance and Counsel: In preparing this application and when presenting the case to the ZBA, applicants are advised to be fully familiar with, or seek counsel from a qualified person who is familiar with, the Zoning Bylaw and other rules, regulations, and laws as may be appropriate. If you wish to discuss the completeness of this application, or have any questions about this application, please contact the Town Planner at 413-528-1619. However, we will not discuss the merits or strategy of your case.

Applicant's Signature: "I have read and I understand all of the information on this application. I have also read and understand the pages entitled "IMPORTANT GUIDANCE AND INFORMATION FOR APPLICANTS."

Grigori Fateyev, RA _____ (signed) 04.07.24 _____ (date)

JAMES HENDRICK
SPECIAL PERMIT APPLICATION
232 MAIN STREET GREAT BARRINGTON, MA 01230
ZONING BOARD OF APPEAL

PARCEL INFORMATION:

TAX ID: **113/014.0-0000-0213.0**
ID **1292**
Map Sheet **14**
Lot **213**
Lot size: **.25** ACRE / **10,890** SF

B2 ZONING
VCOD (OVERLAY)
WQPOD Zone **II** (Overlay)

BUILDING INFORMATION:

3,338 SF footprint
2-stores
23 feet hight
Two means of egress to a public way

PROJECT DESCRIPTION:

The former Masonic Temple building at 323 Main Street was built in 1958. Under current bylaws, it is a ***prior non-conforming*** structure (see below).

The proposed work involves:

- The existing stair roof will be repaired and replaced with a new framing, rubber membrane roof, metal coping/ fascia, and clearstory windows.
- Expanding west side entry door, installing metal doorway/ sidelight configuration
- Replacing the entry canopy with a new metal canopy supported with steel rods secured to the CMU wall
- Creating several new window openings in the existing CMU and brick veneer walls
- Interior repairs and remodeling.
- New downlights would be installed at the doors and Main Street facade to illuminate the exterior. Exterior lighting will follow the standards listed in Chapter **6.4.6** of the Bylaws. The lights will be shielded, 3000K or less temperature installed less 15 feet AFF.
- The grade change in front of the building will be resolved as a private courtyard with a bench.
- A decorative concrete block wall (4-0" height) would define the courtyard in front of the building.

The building is **not** listed on the historic buildings list.

The proposed building use is "**(21) professional offices"**, which is permitted in **B2** zoning district (Table of Use Regulations **C**(**21**).

The project is subject to review by the Design Advisory Committee under Section **9.6.3** of the Zoning Bylaw.

The project is also subject to Site Plan Review under Section **10.5.1 (1)** of the Zoning Bylaw.

Special Permit form ZBA is required under Section **9.6.4**.

FORM ZBA-1 (Rev. March 2020) Requirements

Pursuant to the Great Barrington Form ZBA-1 Special Permits application, Section E(3), the Applicant submits the following information:

Reason(s) that this property is not in conformance with the Zoning Bylaw:

Response:
The existing building violates the 10' south side setback. The south wall of the existing building is a portion of the property's south boundary line.

The existing building was in compliance with the zoning bylaws back in 1969 when the current configuration of the property was created.

The Great Barrington Masonic Temple Association ("Masonic Temple") acquired the subject property in 1949. At the time the property was conveyed to the Masonic Temple, it included "a certain piece or parcel of land with buildings thereon." A copy of the deed is attached to this Application.

In 1969, the Masonic Temple conveyed a portion of the property to the Great Barrington Savings Bank. A survey of the property was completed at that time. Both the deed to Great Barrington Savings Bank and the deed description state one of the courses as "following the southerly line of the Temple building foundation extended." A copy of both the deed and survey are enclosed for reference.

Section 75.4 of the Town of Great Barrington Zoning Bylaws, as Adopted at the Special Town Meeting Held July 27, 1960, provided that "No side yard is required for a non-residential building in a B-1, B-2 or I District except that where a side lot line forms a boundary of a Residence District a side yard of not less than ten (10) feet in width shall be provided." The Masonic Temple was located in the B-2 zone. A copy of the relevant sections of the 1969 Zoning Bylaws and the Zoning Map are attached.

Consequently, the existing building located at 232 Main Street, Great Barrington, is a prior non-conforming structure under current Bylaws.

SUPPORTING DOCUMENTS ATTACHED:

- 1949 Deed
- 1960 Zoning Map
- 1969 Deed
- 1969 Property Line Survey
- 1969 Zoning Bylaws (partial)

1949

Nicola Greco et ux to Southern Berkshire Power & Elec. Co.

We, NICOLA GRECO and MARIA GRECO husband and wife of Great Barrington, Berkshire County, Massachusetts being married, (hereinafter called the Grantors) for consideration paid, grant to SOUTHERN BERKSHIRE POWER AND ELECTRIC COMPANY, a Massachusetts corporation, its successors and assigns, (hereinafter called the Grantee), the right and easement to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of electric current and for telephone use, lines of poles (which may be erected at different times), with wires and cables strung upon and from the same, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances. One line over, across and upon a private street or way called Stillwell Street and any future extensions of said private street (off Stockbridge Road, a public way), in Great Barrington, Berkshire County, Massachusetts, which is owned by the Grantors. Also the right and easement from time to time to renew, replace, add to and otherwise change said line of poles and each and every part thereof, and the location thereof, and to pass along said street or way as reasonably required. Also over, across and upon our land in Great Barrington, Berkshire County, Massachusetts, a line to enter from Stockbridge Road (a public way) and cross to land now or formerly of Charles Metallo, and a line to enter from said Stillwell Street and cross to land now or formerly of Charles Metallo and to be established by and upon the final survey and marking thereof by the Grantee. Said lines are to be established along future property lines if possible. Also the perpetual right and easement from time to time without further payment therefor to trim and keep trimmed along said line, such trees or underbrush as may in the opinion of the Grantee interfere with the efficient and safe operation of the lines, and to renew, replace, add to and otherwise change the lines and each and every part thereof, and to pass along said lines to and from the adjoining lands for all the above purposes and the removal of the lines. It is agreed that the lines shall remain the property of the Grantee and that the Grantee shall pay all taxes assessed thereon. This deed is given also in release of any and all dower, curtesy and homestead interests and all other interests by statute or otherwise of the Grantors herein.

WITNESS our hands and seals this 8th day of April, 1949

Witnesses:

Attilio A. Arcardi — Maria P. Greco & seal

Attilio A. Arcardi — Nicola Greco & seal

COMMONWEALTH OF MASSACHUSETTS

Berkshire County ss. April 8th, 1949

Then personally appeared before me the above named Maria Greco and Nicola Greco and acknowledged the foregoing instrument to be their free act and deed.

THE CONSIDERATION PAID FOR THE WITHIN DEED IS LESS THAN $100.

Attilio A. Arcardi, Notary Public (seal)

Received April 28, 1949 at 10:10 A.M. and recorded from the original.

Attest, Josephine B. Pelkey Register.

Thurs.Morn.Club Tr. by Trs. to Gt.Barr.Mas.Tem.Assoc.Inc.

KNOW ALL MEN BY THESE PRESENTS That we, the undersigned, Gladys S. Brothers, Maude Boice, Edith Comstock, Grace Hall, Bertie Kellogg, Florence Logan, Katrina Lord, Fanny Place, Laura Schaefer, Clara Schumder, Lydia Sweet and Ruth Tracy, a majority of the Trustees under the provisions of a certain declaration of trust creating a trust known as the Thursday Morning Club Trust of Great Barrington, Massachusetts which declaration of trust is dated March 17, 1915 and recorded in the Southern Berkshire Registry of Deeds at Great Barrington County of Berkshire, Commonwealth of Massachusetts in Book 187, Page 60 for consideration paid, grant to the Great Barrington Masonic Temple Association,

Incorporated, a corporation having its principal place of business in Great Barrington, Massachusetts with warranty covenants a certain tract of land bounded and described as follows: A certain piece or parcel of land, with buildings thereon, situated on the westerly side of Main Street, in the village and town of said Great Barrington, bounded and described as follows: Beginning at a stake driven into the ground in the center of a driveway at the north-easterly corner of the lot hereby conveyed, in the westerly line of Main Street and at the southeasterly corner of the "Bates House Lot", owned by the National Mahaiwe Bank; thence north 64 3/4 degrees west, 186 feet bounding on the southerly line of said Bates Lot to an iron pipe driven into the groundxxxxxxxxxxxx-xxxxxxxxxxxx

Before me, Sidney Q. Curtiss Notary Public (seal)
My commission expires: September 17, 1954

U.S.R.S. $85.50
Duly cancelled

Received April 29, 1949 at 2:19 P. M. and recorded from the original.
Attest Josephine B. Blanc Register

Thurs. Morn. Club Trust to Frank H. Wright

KNOW ALL MEN BY THESE PRESENTS Certificate as to the Thursday Morning Club Trust of Great Barrington, Massachusetts. I, Clara Schunder, now duly elected and present secretary and also one of the trustees of the Thursday Morning Club Trust of Great Barrington, Massachusetts do hereby certify that the original Deed of said Trust dated March 17, 1915 and recorded in the Southern Berkshire Registry of Deeds in Book 187, Page 60 is in my possession as such secretary, and that no alteration, amendment or substitute trust of any name or nature affecting the trust or Real Estate owned by it has been made by the trustees of said Trust from the date of the original indenture of trust to this date except the deed of the trustees of the said Trust to Jessie K. Wylie dated October 13, 1934 and recorded in said Registry of Deeds in Book 254, Page 417.

Clara B. Schunder
Secretary and Trustee of the Thursday Morning Club Trust of Great Barrington, Massachusetts of Great Barrington, Massachusetts

COMMONWEALTH OF MASSACHUSETTS
Berkshire, ss April 23rd, 1949.

Then personally appeared before me Clara Schunder and made oath that the statements set forth in the above certificate are true and acknowledged the signing of said certificate by her to be her free act and deed.

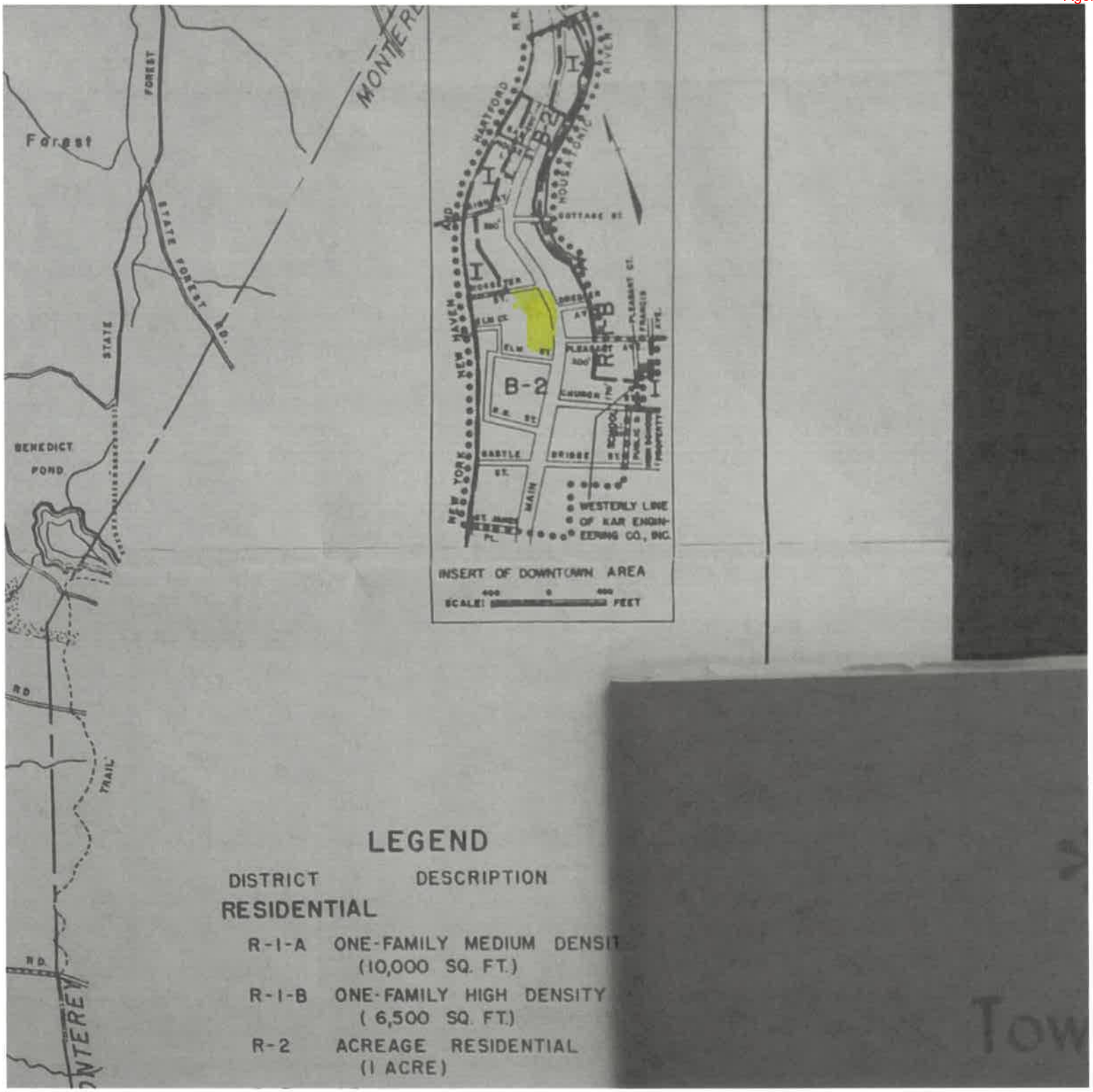
Sidney Q. Curtiss Notary Public (Seal)
My commission expires: September 17, 1954

Received April 29, 1949 at 2:22 P.M. and recorded from the original.
Attest Josephine B. Blanc Register

J. Dean Bigford to Frank H. Wright

KNOW ALL MEN BY THESE PRESENTS That I, J. Dean Bigford, of New Marlborough, Berkshire County, Massachusetts, for consideration paid grant to Frank H. Wright of Great Barrington, Berkshire County, Massachusetts, with WARRANTY COVENANTS, a certain tract or parcel of land on the easterly side of the highway leading from Hartsville to New Marlborough and located in the Town of New Marlborough, aforesaid, bounded and described as follows: (1) Beginning at an iron pipe at the northwest corner of the tract herein conveyed at a corner of land of I. W. Walker and in the easterly line of the above mentioned highway; thence southerly along the easterly line of the said highway 481 feet to an iron pipe on the easterly side of a pine tree; thence North 88° 15' East 697 feet along land of one Miller to an iron pipe 7.4 feet southerly from a marble bound in line of land of Gladys B. Willets; thence North 1° 30' East 7.4 feet along land of the said Willets to a marble bound; thence North 1° West 306 feet along land of the said Willets to a marble bound; thence North 1° 30' East 70 feet more or less along land of the said Willets to land formerly of Crosby and now of I. W. Walker; thence along land of the said Walker to the easterly line of the said highway and place of beginning. Containing 7 acres of land more or less and being the same premises described in a deed of James A. Miller to J. Dean Bigford, dated Oct. 16, 1944 and recorded in the Southern Berkshire Registry of Deeds in Book 276, Page 16. (2) Also conveying, that certain tract or parcel of land situated in said New Marlborough, more particularly bounded and described as follows:

1960 Zoning map



1969

1969 00369079
Bk: 369 Pg: 0079
Page 1 of 3 12/31/1969 12:02PM

BOOK 369 PAGE 79

KNOW ALL MEN BY THESE PRESENTS

That, GREAT BARRINGTON MASONIC TEMPLE ASSOCIATION, INC.

a corporation duly established under the laws of Massachusetts

and having its usual place of business at 232 Main Street, Great Barrington,

Berkshire County, Massachusetts, for consideration paid in the amount of TWENTY SEVEN THOUSAND ($27,000.00) DOLLARS, grant to GREAT BARRINGTON SAVINGS BANK, a Massachusetts corporation, duly organized and having a place of business at 244 Main Street, Great Barrington, Berkshire County, Massachusetts,

with warranty covenants

the land in said Great Barrington, Massachusetts, bounded and described as follows:

That parcel of land on the westerly side of Main Street in Great Barrington, bounded and described as follows:

Beginning at a spike driven in the berm on the westerly line of Main Street, being the northeasterly corner of land of the grantee and the southeasterly corner of the premises herein conveyed; thence north 78° 43' 00" west in line of said land of the grantee 205.93 feet to an iron pipe in line of land now or formerly of one Van Deusen; thence north 11° 31' 00" east in line of said Van Deusen land 35.57 feet to an iron pipe, being a corner of land retained by the grantor; thence south 88° 40' 00" east in line of said retained land and following the southerly line of the Temple building foundation extended, 199.24 feet to a drill hole in the stone curb in the westerly line of Main Street; thence the following two courses in the westerly line of Main Street to the point of beginning; south 0° 16' 15" west 16.72 feet to the center of the south face of the curb post at the north side of the main entrance, and south 4° 31' 50" west 53.96 feet, containing 10,729 square feet of land.

Reserving to the grantor, its successors and assigns, a right of way 12 feet in width along the northerly line of the premises herein conveyed, with the right to maintain an entrance to the Temple building on said right of way, said right of way to be used in common with the grantee and others.

Being a portion of the premises conveyed in a deed of the Thursday Morning Club Trust to the Great Barrington Masonic Temple Association, Inc., dated April 29, 1949, and recorded in the Southern Berkshire Registry of Deeds in Book 287, Page 294.

The parties hereto, Grantor (Masonic) and the Grantee (Savings Bank) further agree as follows:

That the Grantee (Savings Bank) shall demolish, without any expense to the Grantor (Masonic), the building on the premises known as Thursday Morning Building and Walker Hall and that portion of said building on other property of the Grantor (Masonic).

That the Grantee (Savings Bank) may enter upon Grantor's (Masonic) land for the purpose of effecting said demolition.

BOOK 369 PAGE 80

That prior to demolition the Grantee (Savings Bank) shall have complete use of the land and building including that portion of the building located on other land of the Grantor (Masonic).

That the Grantee (Savings Bank) shall carry all necessary insurance to cover both the Grantor (Masonic) and the Grantee (Savings Bank) during occupancy of the building and during demolition of the said building.

Reference is made to a map entitled "Plan Showing Land to be conveyed to THE GREAT BARRINGTON SAVINGS BANK in Great Barrington, Mass. 1" = 20' - Dec. 1969 - Kelly and Granger, ENGINEERS", recorded in said Registry of Deeds in Map Book File Page 30

In witness whereof, the said Great Barrington Masonic Temple Association, Inc. / has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Arthur B. Kinne, its President and John M. Watson its Treasurer this 31st day of December in the year one thousand nine hundred and sixty-nine

Signed and sealed in presence of

GREAT BARRINGTON MASONIC TEMPLE ASSOCIATION, INC.

by Arthur B. Kinne President

John M. Watson Treasurer

BERKSHIRE SOUTH

COMMONWEALTH OF MASSACHUSETTS DEEDS EXCISE

6155

The Commonwealth of Massachusetts

Berkshire ss. December 31, 1969

Then personally appeared the above named John M. Watson and acknowledge the foregoing instrument to be the free act and deed of the Great Barrington Masonic Temple Association, Inc., / before me

William P. Murtagh

Notary Public - Justice of the Peace

My commission expires October 31, '73

BOOK 369 PAGE 81

CERTIFICATE OF VOTE

That I, RICHARD E. WATSON, Clerk of GREAT BARRINGTON MASONIC TEMPLE ASSOCIATION, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts, and having an usual place of business at Main Street, Great Barrington, Massachusetts, do hereby certify that at a special meeting of the Board of Directors of Great Barrington Masonic Temple Association, Inc., duly called and held on the 24th day of November, 1969, at 2:00 o'clock in the afternoon, a quorum being present, it was unanimously voted:

> That in accordance with the by-laws of the corporation that Arthur B. Kinne, President and John M. Watson, Treasurer of Great Barrington Masonic Temple Association, Inc., be and hereby are authorized and empowered in the name and behalf of the corporation to convey the Walker Hall building and adjacent land by survey description to the Great Barrington Savings Bank.

Richard E. Watson
Clerk of
Great Barrington Masonic Temple
Association, Inc.

I, RICHARD E. WATSON, Clerk of Great Barrington Masonic Temple Association, Inc., further certify that the President and Treasurer of Great Barrington Masonic Temple Association, Inc., are the officers named in the by-laws of the corporation as being the proper officers to sign deeds.

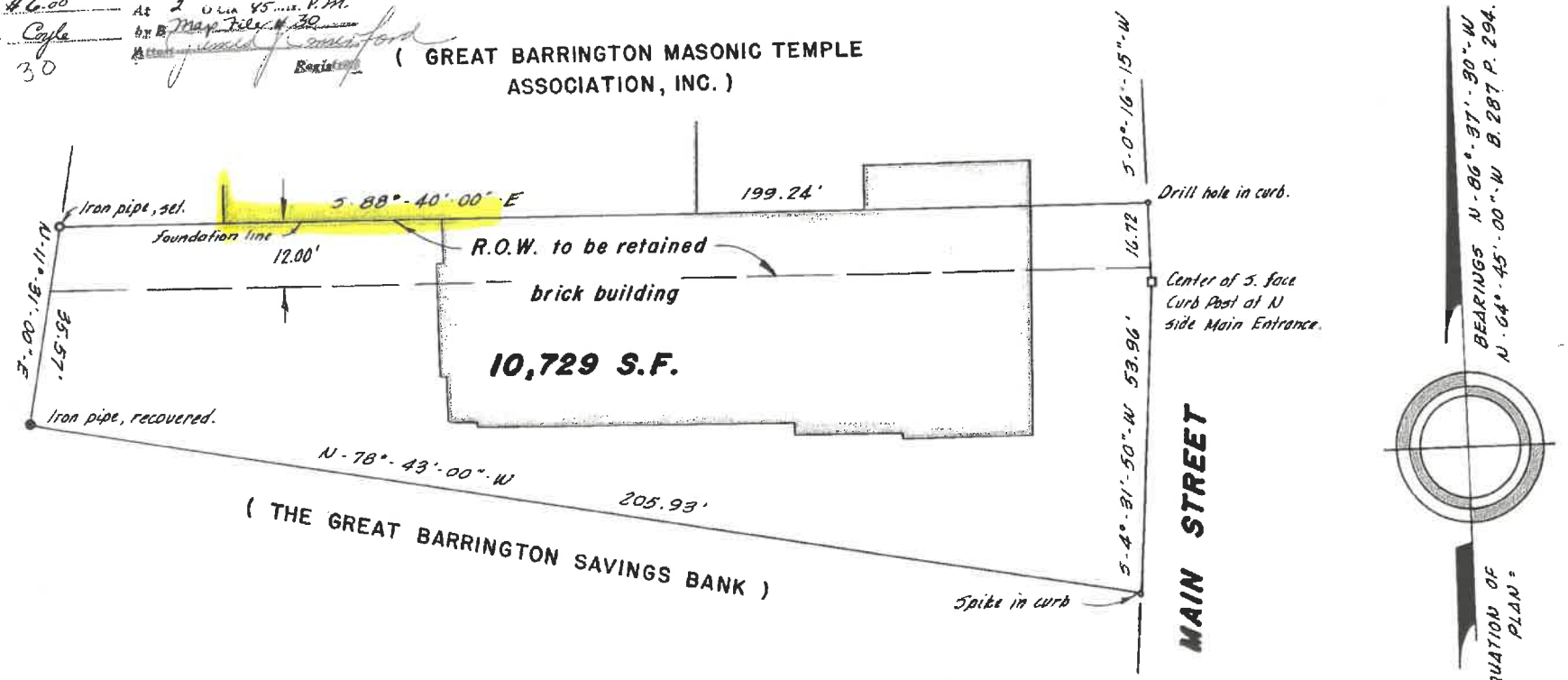
Received Southern Berkshire Registry of Deeds
December 31, 1969 at 2:44 P.M.

James J. Tomkiewicz
Register

Richard E. Watson
Clerk of
Great Barrington Masonic Temple
Association, Inc.

RECEIVED
Dec 31 2 45 PM 1969
FEE $ 6.00
SLEEK Coyle
file 30

BERKSHIRE S. D. REGISTRY
GT. BARRINGTON
RECEIVED AND RECORDED
DEC 31 1969
At 2 o'clock 45 min. P.M.
by Map File #30
Attest: Edward J. Crawford
Register



PLAN SHOWING LAND TO BE CONVEYED TO

THE GREAT BARRINGTON SAVINGS BANK

IN GREAT BARRINGTON, MASS.

1" = 20' DEC. 1969

kelly and granger, ENGINEERS

COMMONWEALTH OF MASSACHUSETTS
John R. Kelly
16002
REGISTERED LAND SURVEYOR

Town of Great Barrington, Massachusetts

ZONING BY-LAWS

AS ADOPTED AT SPECIAL TOWN MEETING

HELD JULY 27, 1960

August 1, 1960

Mr. Edward J. McCormack, Jr.
Attorney General
State House
Boston 33, Massachusetts

Dear Sir:

I am submitting for your approval by-laws which were adopted at a special town meeting held July 27, 1960. The notice of the warrant was given as follows:

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

I hereby certify that I have served the foregoing warrant by posting duly attested copies thereof in the following places in the town of Great Barrington, namely:

The vestibule of the Town Hall Building and the Post Office in the village of Great Barrington; the Housatonic Community Building and the Railroad Station in the village of Housatonic, seven days, at least, before the time of holding the within mentioned meeting; and by causing a like attested copy to be published in one issue of the Berkshire Courier, before said meeting.

Witness my hand and seal this 18th day of July, A. D. 1960.

Henry T. McCarty
Chief of Police of the Town of Great Barrington

(Seal)

I hereby certify that the above notice complies with the by-laws of the Town of Great Barrington.

Article 5

On motion of Mr. Peiffer it was voted that the Town adopt the following revised zoning by-laws and zoning map for the Town of Great Barrington, as recommended by the Planning Board, as follows:

dential use shall observe all provisions of this Article in regard to depths and widths of **yards** as applied to **dwellings.**

75.2 A **rear yard** not less than ten (10) feet in depth shall be provided behind every non-residential building in a B-1 District.

75.3 No **rear yard** is required behind a non-residential building in a B-2 or I District except that where the rear **lot** line forms a boundary of a Residence District a **rear yard** of not less than ten (10) feet in depth shall be provided.

75.4 No **side yard** is required for a non-residential building in a B-1, B-2, or I District, except that where a side **lot** line forms a boundary of a Residence District a **side yard** of not less than ten (10) feet in width shall be provided.

—7-2—

Article 8

OFF-STREET PARKING AND LOADING

Section 81—Off-street Parking for Residential and Related Uses

After the date of adoption of this by-law no new building designated or intended to be used for any of the uses referred to below shall be constructed in any district unless accessory **parking spaces** are provided and maintained on the **premises** in the amount specified below and in accordance with the other requirements of this Article:

81.1 One **parking space** for each **family** in a **dwelling.**

81.2 One **parking space** for each two guests in a **lodging house.**

81.3 One **parking space** for each sleeping room in a motel or overnight cabins.

81.4 One **parking space** for each two sleeping rooms in a **hotel.**

81.5 One **parking space** for each bed in a hospital.

81.6 One **parking space** for each six beds in a sanitarium or philanthropic institution.

Section 82—Off-street Parking for Business Uses

Under the conditions specified in the opening paragraph of Section 81, new business uses referred to below shall provide accessory **parking spaces** as follows:

82.1 One **parking space** for each 125 square feet of gross floor area in excess of 2,000 square feet in a retail store or service establishment.

82.2 One **parking space** for each 300 square feet of gross floor area devoted to offices, banks, or other financial institutions.

82.4 One **parking space** for each four permanent seats in a theatre.

Section 83—Off-street Parking for Industrial Uses

83.1 After the date of adoption of this by-law, no new industrial or manufacturing use shall be established in any district unless **parking spaces** are provided, either on the **premises** or on a nearby **lot,** to supply one **parking space** for each two employees, computed

on the basis of the estimated maximum number of employees at any one time.

83.2 No such establishment shall later be enlarged and no industrial or manufacturing establishment existing on the date of adoption of this by-law shall be enlarged unless, in the former case, additional **parking spaces** are provided at the same rate and, in the latter case, **parking spaces** are provided on the **premises** or on a nearby **lot** at the rate of one space for each two additional employees.

—8-1—

Section 84—Loading Space

After the date of adoption of this by-law no new building designed or intended to be used for any of the uses referred to below shall be constructed in any district unless accessory **loading space** is provided in accordance with the following requirements:

84.1 One **loading space** for any retail or service establishment, office building, or **hotel** with 5,000 to 8,000 square feet of gross floor area devoted to any such uses.

84.2 Two **loading spaces** for each building with 8,000 to 20,000 square feet devoted to any such uses.

84.3 One additional **loading space** for each additional 20,000 square feet of gross floor area devoted to any such uses.

84.4 Any manufacturing, industrial or storage establishment with over 5,000 square feet of gross floor area shall provide **loading space** adequate, in the opinion of the Building Inspector, to accommodate the normal demands incidental to the proposed use of the **premises.**

Section 85—Size of Parking and Loading Berths

85.1 The net area of each parking berth, exclusive of access or maneuvering area, shall be not less than 180 square feet.

85.2 The area of each loading berth shall be not less than 200 square feet and it shall have a minimum clear height, including access to it from a **street,** of fourteen (14) feet.

Section 86—Interpretation of Fractional Space

When the application of a unit of measurement for **parking spaces** or **loading spaces** to a particular use or structure results in a fractional space, any fraction under one-half shall be disregarded, and fractions of one-half or over shall be counted as one **parking space** or **loading space.**

Section 87—Joint Facilities

Accessory **parking spaces** or **loading spaces** for commercial and manufacturing uses may be provided in facilities designed to serve jointly two or more buildings or uses, provided that the number of berths in such joint facilities shall not be less than the total required under the provisions of Sections 82, 83, and 84.

Section 88—Mixed Uses

Where a building has a mixture of uses for which accessory **parking spaces** or **loading spaces** are required under provisions of

Ross A. Vivori, MAA, Principal Assessor
E-Mail: rvivori@townofgb.org

Carol Strommer, Assessor
E-Mail: cstrommer@townofgb.org

Tammy Touponce, Assessor

Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x 3
Fax: (413) 528-1026

TOWN OF GREAT BARRINGTON
MASSACHUSETTS
BOARD OF ASSESSORS

April 8, 2024

Ref: Certified Abutters List, 300 ft.
Parcel No. Map 014 Lot 213
232 Main St.

To whom it may concern:

The above list of abutters to the subject property is correct according to the latest record of this office.

Sincerely

Ross A. Vivori

Principal Assessor - MAA

413-528-1619 ext. 2302

RVivori@townofgb.org

Town of Great Barrington

334 Main Street

Great Barrington MA 01230

300 feet Abutters List Report

Great Barrington, MA
April 08, 2024

Subject Property:

Parcel Number: 14-213-0
CAMA Number: 14-213-0
Property Address: 232 MAIN ST

Mailing Address: HENDRICK JAMES
281 MAIN ST UNIT 6B
GT BARRINGTON, MA 01230-1746

Abutters:

Parcel Number: 14-187-0
CAMA Number: 14-187-0
Property Address: 22 ROSSETER ST

Mailing Address: GB HISTORIC PRESERVATION LLC
390 TAMARIDGE RD
GT BARRINGTON, MA 01230-8501

Parcel Number: 14-188-0
CAMA Number: 14-188-0
Property Address: 18 ROSSETER ST

Mailing Address: GRANDY HOLDINGS LLC
168 MAIN ST #5
GT BARRINGTON, MA 01230-1755

Parcel Number: 14-189-0
CAMA Number: 14-189-0
Property Address: 12 ROSSETER ST

Mailing Address: GRANDY HOLDINGS LLC
168 MAIN ST #5
GT BARRINGTON, MA 01230-1755

Parcel Number: 14-190-0
CAMA Number: 14-190-0
Property Address: 198 MAIN ST

Mailing Address: GB HISTORIC PRESERVATION LLC
390 TAMARIDGE RD
GT BARRINGTON, MA 01230-8501

Parcel Number: 14-191-0
CAMA Number: 14-191-0
Property Address: 27 ROSSETER ST

Mailing Address: GADD LAURENCE TRUSTEE
GALLAGHER AMY TRUSTEE
27 ROSSETER ST
GT BARRINGTON, MA 01230-1522

Parcel Number: 14-192-0
CAMA Number: 14-192-0
Property Address: 23 ROSSETER ST

Mailing Address: STEWART GREGORY K & SHARON D
33 KITTREDGE ST
PITTSFIELD, MA 01201-1919

Parcel Number: 14-193-0
CAMA Number: 14-193-0
Property Address: 19 ROSSETER ST

Mailing Address: CONWAY-KEEFNER SYLVIA CONWAY
MATTIE C
19 ROSSETER ST
GT BARRINGTON, MA 01230-1522

Parcel Number: 14-194-0
CAMA Number: 14-194-0
Property Address: 11 ROSSETER ST

Mailing Address: BECKER AARON & CAROLINE
PO BOX 88
SOUTH EGREMONT, MA 01258-0088

Parcel Number: 14-194-A
CAMA Number: 14-194-A
Property Address: ROSSETER ST

Mailing Address: TOWN OF GREAT BARRINGTON
334 MAIN ST #ROOM 208
GT BARRINGTON, MA 01230-1802

Parcel Number: 14-195-0
CAMA Number: 14-195-0
Property Address: 9 ROSSETER ST

Mailing Address: MACEDONIA BAPTIST CHURCH
PO BOX 505
GT BARRINGTON, MA 01230-0505

300 feet Abutters List Report

Great Barrington, MA
April 08, 2024

Parcel Number:	14-196-0	Mailing Address:	DBC PROPERTIES LLC C/O DONALD SAGLIANO 1282 DUTCHESS TURNPIKE POUGHKEEPSIE, NY 12603-1175
CAMA Number:	14-196-0		
Property Address:	210 MAIN ST		
Parcel Number:	14-197-0	Mailing Address:	BECKER AARON R & CAROLINE A PO BOX 88 SOUTH EGREMONT, MA 01258-0088
CAMA Number:	14-197-0		
Property Address:	27 1/2 ROSSETER ST		
Parcel Number:	14-198-0	Mailing Address:	LONGEST ROAD LLC PO BOX 278 WEST STOCKBRIDGE, MA 01266-0278
CAMA Number:	14-198-0		
Property Address:	30 ELM CT		
Parcel Number:	14-199-0	Mailing Address:	REGENSBURG TREVOR 300 MAJORCA AVE #101 CORAL GABLES, FL 33134-4256
CAMA Number:	14-199-0		
Property Address:	22 ELM CT		
Parcel Number:	14-200-0	Mailing Address:	ONEIL FRANCES 18 ELM CT GT BARRINGTON, MA 01230-1519
CAMA Number:	14-200-0		
Property Address:	18 ELM CT		
Parcel Number:	14-201-0	Mailing Address:	TOWN OF GREAT BARRINGTON 334 MAIN ST ROOM 208 GT BARRINGTON, MA 01230-1832
CAMA Number:	14-201-0		
Property Address:	ROSSETER ST		
Parcel Number:	14-202-0	Mailing Address:	TOWN OF GREAT BARRINGTON 334 MAIN ST ROOM 208 GT BARRINGTON, MA 01230-1832
CAMA Number:	14-202-0		
Property Address:	218 MAIN ST		
Parcel Number:	14-204-0	Mailing Address:	UNITED STATES POST OFFICE 222 MAIN ST GT BARRINGTON, MA 01230-1601
CAMA Number:	14-204-0		
Property Address:	222 MAIN ST		
Parcel Number:	14-205-0	Mailing Address:	CLINTON CHURCH RESTORATION INC PO BOX 1075 GT BARRINGTON, MA 01230-6075
CAMA Number:	14-205-0		
Property Address:	9 ELM CT		
Parcel Number:	14-206-0	Mailing Address:	CITRIN MICHAEL P TRUSTEE JONES & BROOKS 2015 REV TR C/O DRURY PATZ & CITRIN LLP PO BOX 101 CANAAN, CT 06018-0101
CAMA Number:	14-206-0		
Property Address:	7 ELM CT		
Parcel Number:	14-207-0	Mailing Address:	CMB PROPERTIES LLC 7 BOICE RD GT BARRINGTON, MA 01230-9035
CAMA Number:	14-207-0		
Property Address:	5 ELM CT		
Parcel Number:	14-208-0	Mailing Address:	CMB PROPERTIES LLC 7 BOICE RD GT BARRINGTON, MA 01230-9035
CAMA Number:	14-208-0		
Property Address:	30 ELM ST		

300 feet Abutters List Report

Great Barrington, MA
April 08, 2024

Parcel Number:	14-211-0	Mailing Address:	LAMME WENDY T LINSCOTT 22 ELM ST GT BARRINGTON, MA 01230-1517
CAMA Number:	14-211-0		
Property Address:	22 ELM ST		
Parcel Number:	14-215-0	Mailing Address:	WILSON JACK D & ANNE L 81 TACONIC AVE GT BARRINGTON, MA 01230-1709
CAMA Number:	14-215-0		
Property Address:	2 ELM ST		
Parcel Number:	14-217-0	Mailing Address:	BERKSHIRE BANK ATT PETER MERWIN 24 NORTH ST PITTSFIELD, MA 01201-5106
CAMA Number:	14-217-0		
Property Address:	244 MAIN ST		
Parcel Number:	14-227-0	Mailing Address:	DENMARK GERALD A TRUSTEE C/O WALGREEN PO BOX 1159 DEERFIELD, IL 60015-6002
CAMA Number:	14-227-0		
Property Address:	MAIN ST		
Parcel Number:	14-228-0	Mailing Address:	ROMAN CATHOLIC BISHOP OF SPRINGFIELD PO BOX 1730 SPRINGFIELD, MA 01103-1730
CAMA Number:	14-228-0		
Property Address:	215 MAIN ST		
Parcel Number:	14-229-0	Mailing Address:	COLLINS CARLA BROWN COLLINS RUAIRI DONAGHY 39 ALSTON ST SOMERVILLE, MA 02143-2101
CAMA Number:	14-229-0		
Property Address:	15 DRESSER AVE		
Parcel Number:	14-237-0	Mailing Address:	TOWN OF GREAT BARRINGTON MASON LIBRARY 334 MAIN ST RM 208 GT BARRINGTON, MA 01230-1832
CAMA Number:	14-237-0		
Property Address:	231 MAIN ST		
Parcel Number:	14-238-0	Mailing Address:	TSAMIS MANAGEMENT LLC 18 STONYWELL CT DIX HILLS, NY 11746-5423
CAMA Number:	14-238-0		
Property Address:	10 DRESSER AVE		
Parcel Number:	14-239-0	Mailing Address:	TSAMIS MANAGEMENT LLC C/O THOMAS TSAMIS 18 STONYWELL CT DIX HILLS, NY 11746-5423
CAMA Number:	14-239-0		
Property Address:	16 DRESSER AVE		
Parcel Number:	14-240-0	Mailing Address:	ABRAHAMS EDWARD D TRUSTEE 15 PLEASANT ST GT BARRINGTON, MA 01230-1324
CAMA Number:	14-240-0		
Property Address:	15 PLEASANT ST		
Parcel Number:	19-101-0	Mailing Address:	FIRST CONGREGATIONAL CHURCH OF GREAT BARRINGTON P O BOX 660 GT BARRINGTON, MA 01230-0660
CAMA Number:	19-101-0		
Property Address:	251 MAIN ST		
Parcel Number:	19-102-0	Mailing Address:	MULLANY G THOMAS JR 16 TACONIC AVE GT BARRINGTON, MA 01230-1710
CAMA Number:	19-102-0		
Property Address:	16 PLEASANT ST		

300 feet Abutters List Report

Great Barrington, MA
April 08, 2024

Parcel Number:	19-56-0	Mailing Address:	WOODS WILLIAM L TRUSTEE WILLIAM L WOODS TRUST 7 LONG MEADOW DR MERIDEN, CT 06450-6928
CAMA Number:	19-56-0		
Property Address:	27 ELM ST		
Parcel Number:	19-57-0	Mailing Address:	21 ELM LLC 21 ELM ST GT BARRINGTON, MA 01230-1516
CAMA Number:	19-57-0		
Property Address:	19 ELM ST		
Parcel Number:	19-58-0	Mailing Address:	INHABITANTS OF THE TOWN OF GREAT BARRINGTON 334 MAIN ST ROOM 208 GT BARRINGTON, MA 01230-1832
CAMA Number:	19-58-0		
Property Address:	ELM ST		
Parcel Number:	19-60-0	Mailing Address:	MURPHY SUSAN A TRUSTEE 96 CHRISITAN HILL RD GT BARRINGTON, MA 01230-1110
CAMA Number:	19-60-0		
Property Address:	252 MAIN ST		
Parcel Number:	19-61-0	Mailing Address:	SUTCLIFFE GILBERT W TRUSTEE BARRY MARILYN J TRUSTEE 84 RAILROAD ST GT BARRINGTON, MA 01230-1576
CAMA Number:	19-61-0		
Property Address:	84 RAILROAD ST		
Parcel Number:	19-62-0	Mailing Address:	MADISON COUNTY PROPERTIES INC C/O CARR HARDWARE ATTN BARTON RASER 537 NORTH ST PITTSFIELD, MA 01201-1401
CAMA Number:	19-62-0		
Property Address:	256 MAIN ST		
Parcel Number:	19-62-A	Mailing Address:	INHABITANTS OF THE TOWN OF GREAT BARRINGTON 334 MAIN ST ROOM 208 GT BARRINGTON, MA 01230-1830
CAMA Number:	19-62-A		
Property Address:	ELM ST		
Parcel Number:	19-64-0	Mailing Address:	INHABITANTS OF THE TOWN OF GREAT BARRINGTON 334 MAIN ST ROOM 208 GT BARRINGTON, MA 01230-1832
CAMA Number:	19-64-0		
Property Address:	RAILROAD ST		
Parcel Number:	19-65-B	Mailing Address:	GREAT BARRINGTON FARE LLC C/O E CASDIN 1350 AVENUE OF AMERICAS FLR 26 NEW YORK, NY 10019-4702
CAMA Number:	19-65-0		
Property Address:	264 MAIN ST		
Parcel Number:	19-65-B	Mailing Address:	JACOBS MOLLY BRUCE PO BOX 5525 SANTA FE, NM 87502-5525
CAMA Number:	19-65-B		
Property Address:	264 MAIN ST		
Parcel Number:	19-65-B	Mailing Address:	JPC CAPITAL INC 264 MAIN ST UNIT C GT BARRINGTON, MA 01230-2202
CAMA Number:	19-65-C		
Property Address:	264 MAIN ST		

JAMES HENDRICK RENOVATIONS AND REPAIRS

232 MAIN STREET, GT. BARRINGTON MA 01230

SPECIAL PERMIT SET 2024.04.08

LEGEND OF SYMBOLS

- WINDOW OPENING
- DOOR OPENING
- DRAWING NUMBER / SHEET NUMBER — DETAIL
- DRAWING NUMBER / SHEET NUMBER — SECTION
- DRAWING NUMBER / SHEET NUMBER — ELEVATION
- ROOM NUMBER / SHEET NUMBER / DRAWING LETTER — INTERIOR ELEVATIONS
- ELEVATION
- ROOM NAME AND NUMBER
- REMOVE EXIST. WALL
- EXIST. WALL REMAINS
- NEW CONSTRUCTION

ABBREVIATIONS

ABV	ABOVE
AC	AIR CONDITIONING
ACX	AC PLYWOOD, EXT. GLUE
ADDL	ADDITIONAL
ADJ	ADJUSTABLE
AFF	ABOVE FINISHED FLOOR
AFFL	ABOVE FINISHED FLOOR
AH	AIR HANDLER
AHU	AIR HANDLER UNIT
ALT	ALTERNATE
ASF	ABOVE SUBFLOOR
AT	ACOUSTIC TILE
BDRM	BEDROOM
BFE	BOTTOM OF FOOTING ELEVATION
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
B.O.	BOTTOM OF
B.O.F.	BOTTOM OF FOOTING
B.O.HDR	BOTTOM OF HEADER
BSMT	BASEMENT
BTWN	BETWEEN
CAB	CABINET
CDX	CD, PLYWOOD, EXT. GLUE
CHIM	CHIMNEY
CJ	CONTROL JOINT
CL	CLOSET
CLG	CEILING
CMU	CONCRETE MASONRY UNITS
COL	COLUMN
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CT	CERAMIC TILE
D	CLOTHES DRYER
DIA	DIAMETER
DBL	DOUBLE
DR	DOOR
DW	DISHWASHER
DWG	DRAWING
EIFS	EXTERIOR INSULATION FINISH SYSTEM
EL	ELEVATION
ELEC	ELECTRIC
ELEV	ELEVATION
ENCL	ENCLOSURE
ERV	ENERGY RECOVERY VENTILATOR
EXIST	EXISTING
EXT	EXTERIOR
FD	FLOOR DRAIN
FDN	FOUNDATION
FIN	FINISH(ED)
FIXT	FIXTURE
FL	FLOOR
F.O.F.	FACE OF FRAMING
F.O.FIN.	FACE OF FINISH
FP	FIREPLACE
FPSC	FIREPROOF SELF-CLOSING
FRMG	FRAMING
FS	FOOTING STEP
FTG	FOOTGC GENERAL CONTRACTOR
GL	GLASS
GWB	GYPSUM WALLBOARD
GYP.BD	GYPSUM WALLBOARD
HB	HOSE BIBB
HDWR	HARDWARE
HDR	HEADER
HP	HEAT PUMP
HT	HEIGHT
HW	HOT WATER
ICF	INSULATED CONCRETE FORM
ID	INSIDE DIAMETER
INFO	INFORMATION
INSUL	INSULATION
INT	INTERIOR
JT	JOINT
KO	KNOCK OUT
LAM	LAMINATE
LAV	LAVATORY
LH	LEFT HAND
LHR	LEFT HAND REVERSE BEVEL
LIF	LOCATE IN FIELD
LOC	LIMIT OF CONTRACT
LT	LIGHT
LTG	LIGHTING
LVL	LAMINATED VENEER LUMBER
LIN	LINEN
MATL	MATERIAL
MAX	MAXIMUM
MC	MEDICINE CABINET
MDO	MEDIUM DENSITY OVERLAY PLYWOOD
MFG	MANUFACTURER
MIN	MINIMUM
MICRO	MICROWAVE OVEN
MO	MASONRY OPENING
MLAM	MICROLAM
MTD	MOUNTED
MTL	METAL
NIC	NOT IN CONTRACT
NO.	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OPG	OPENING
OPPHAND	OPPOSITE HAND
PIP	POURED IN PLACE
PL	PLATE
PLAM	PARALLEL LAMINATED BEAM
PLAS	PLASTIC
PLWD	PLYWOOD
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PTD	PAINTED
PTS	PLUGGED/TOUCH-SANDED PLYWOOD
QTY	QUANTITY
R	RISER
RD	ROUND
REF	REFRIGERATOR
REQ'D	REQUIRED
RH	RIGHT HAND
R.O.	ROUGH OPENING
RHR	RIGHT HAND REVERSE BEVEL
RT	RAFTER
SAMF	SELF-ADHERED MEMBRANE FLASHING
SDL	SIMULATED DIVIDED LIGHT
SHWR	SHOWER
SHT	SHEET
SIM	SIMILAR
STD	STANDARD
STL	STEEL
SUBFLR	SUBFLOOR
SYM	SYMBOL
T	TREAD
TBA	TO BE ANNOUNCED
TBD	TO BE DETERMINED
TDL	TRUE DIVIDED LIGHT
T&G	TONGUE & GROOVE
TEL	TELEPHONE
T.O.	TOP OF
T.O.F.	TOP OF FOOTING
T.O.FIN'L	TOP OF FINISH FLOOR
T.O.P.	TOP OF PIER
T.O.PL.	TOP OF PLATE
T.O.S.	TOP OF SLAB
T.O.SUBFLR	TOP OF SUBFLOOR
T.O.W.	TOP OF WALL
TYP	TYPICAL
TV	TELEVISION
U.N.O.	UNLESS NOTED OTHERWISE
VB	VAPOR BARRIER
VCT	VINYL COMPOSITION TILE
VIF	VERIFY IN FIELD
W	WASHER
W/	WITH
WD	WOOD
WF	WIDE FLANGE STEEL BEAM
WIC	WALK-IN CLOSET
WIND	WINDOW
WJ	WOOD I-JOIST
WO	WALL OVEN
WWF	WELDED WIRE FABRIC
WWM	WELDED WIRE MESH
XS	EXTRA STRONG
∠	ANGLE
@	AT

LIST OF DRAWINGS

T 01.01	TITLE SHEET / LIST OF DRAWINGS / ABBREVIATIONS
L 01.00	SITE SURVEY, LOCUS MAP AND ZONING MAP
A 01.00	SITE PLAN 1
A 01.00 A	SITE PLAN: RENDERED
A 01.01	BASEMENT PLAN
A 01.02	MAIN LEVEL PLAN
A 01.03	UPPER LEVEL PLAN
A 01.04	ROOF PLAN
A 02.00	BUILDING VIEWS: LIGHTING AND MATERIALS STUDY
A 02.01	BUILDING ELEVATIONS
A 02.02	BUILDING ELEVATIONS
A 02.03	BUILDING ELEVATIONS: MATERIAL STUDY
A 02.04	BUILDING ELEVATIONS: MATERIAL STUDY
A 03.01	BUILDING SECTIONS

PROJECT TEAM

OWNER
Hendrick Properties, LLC
232 Main Street
Gt. Barringoton, MA 012320

ARCHITECT
AF architecture
Grigori Fateyev, principal
76 State Route 71
Hillsdale, NY 12529
gf@aformsa.com
t. 413.429. 5302 www.aformsa.com

STRUCTURAL ENGINEER
TACONIC ENGINEERING, DPC
Chad Lindberg, PE
P.O. Box 272
Chatham, N.Y. 12037
t. 518.461-1900

ART FORMS ARCHITECTURE
www.aformsa.com
Grigori Fateyev, RA
Principal
gf@aformsa.com
413.4129.5302

DATE	REMARKS
04.08.24	SP_PRESENTATION
01.19.24	DD10_PROGRESS
11.13.23	DD06_PROGRESS
01.20.23	DD05_PROGRESS
10.26.22	DD04_PROGRESS
07.21.22	SD 02_PROGRESS

REGISTERED ARCHITECT GRIGORI FATEYEV No. 20580 GREAT BARRINGTON MA COMMONWEALTH OF MASSACHUSETTS

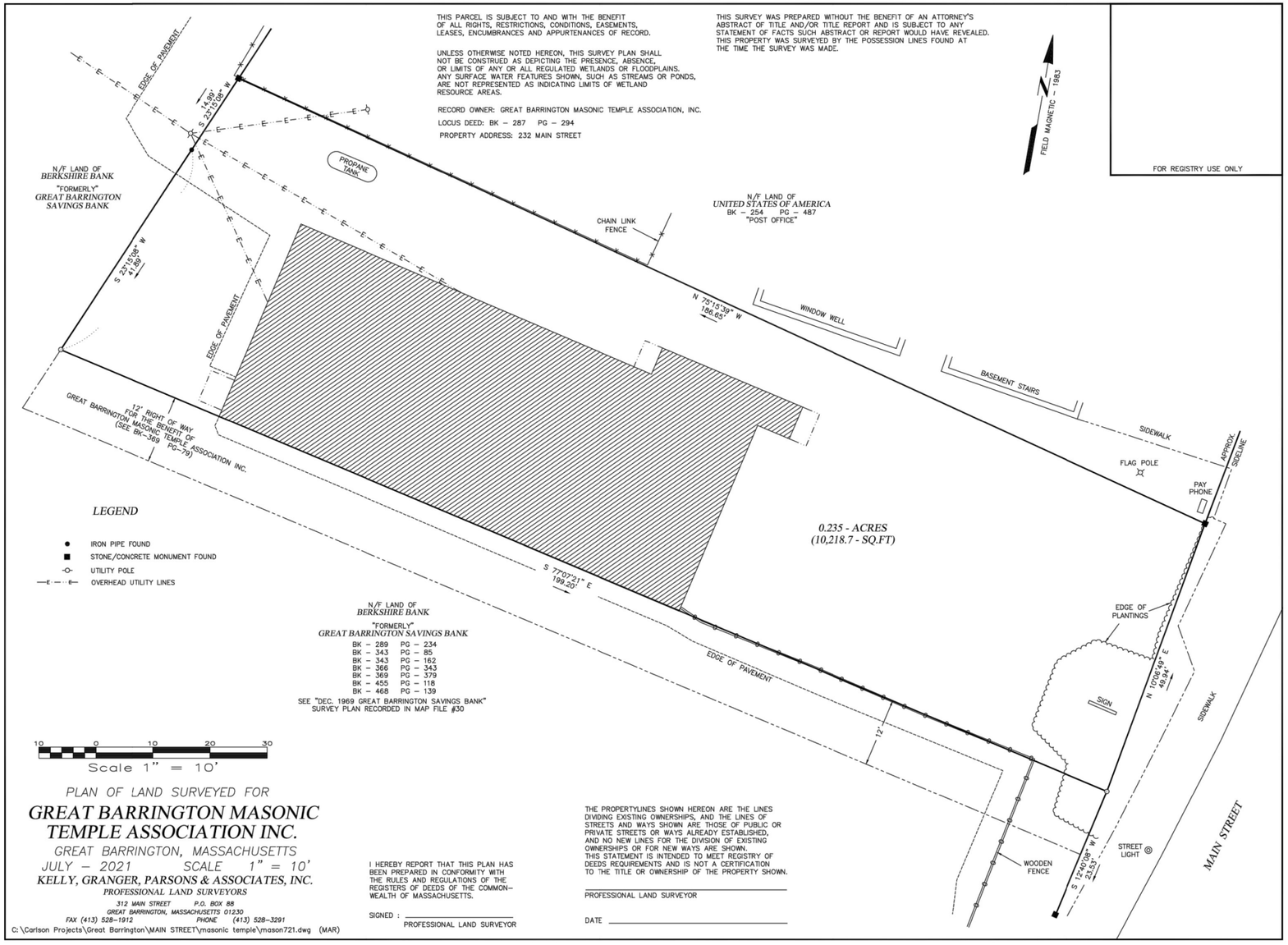
STAMP

PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
TITLE PAGE

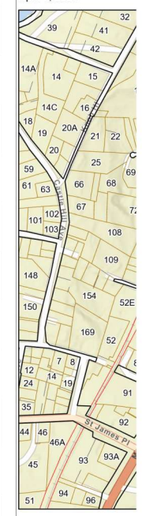
SHEET NUMBER
T01.00



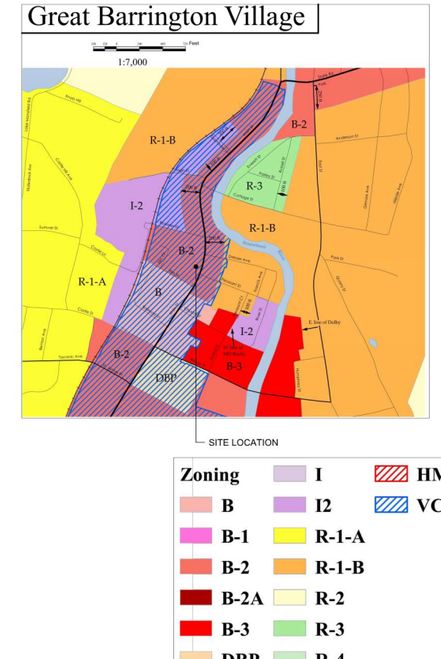
1 SITE PLAN: KELLY, GRANGER, PARSONS & ASSOCIATES, INC. SURVEY
1" =10'-0"

SEE ZONING DIMENSIONAL REQUIREMENTS ON **A01.00**

April 7, 2024



2 LOCUS MAP
1" =500'-0"



3 ZONING MAP/ PARTIAL
1" =720'-0"

ART FORMS ARCHITECTURE
www.aformsa.com
Grigori Fateyev, RA
Principal
gf@aformsa.com
413.4129.5302

DATE	REMARKS
04.08.24	SP_PRESENTATION
01.19.24	DD10_PROGRESS
11.13.23	DD06_PROGRESS
01.20.23	DD05_PROGRESS
10.26.22	DD04_PROGRESS
07.21.22	SD 02_PROGRESS

STAMP

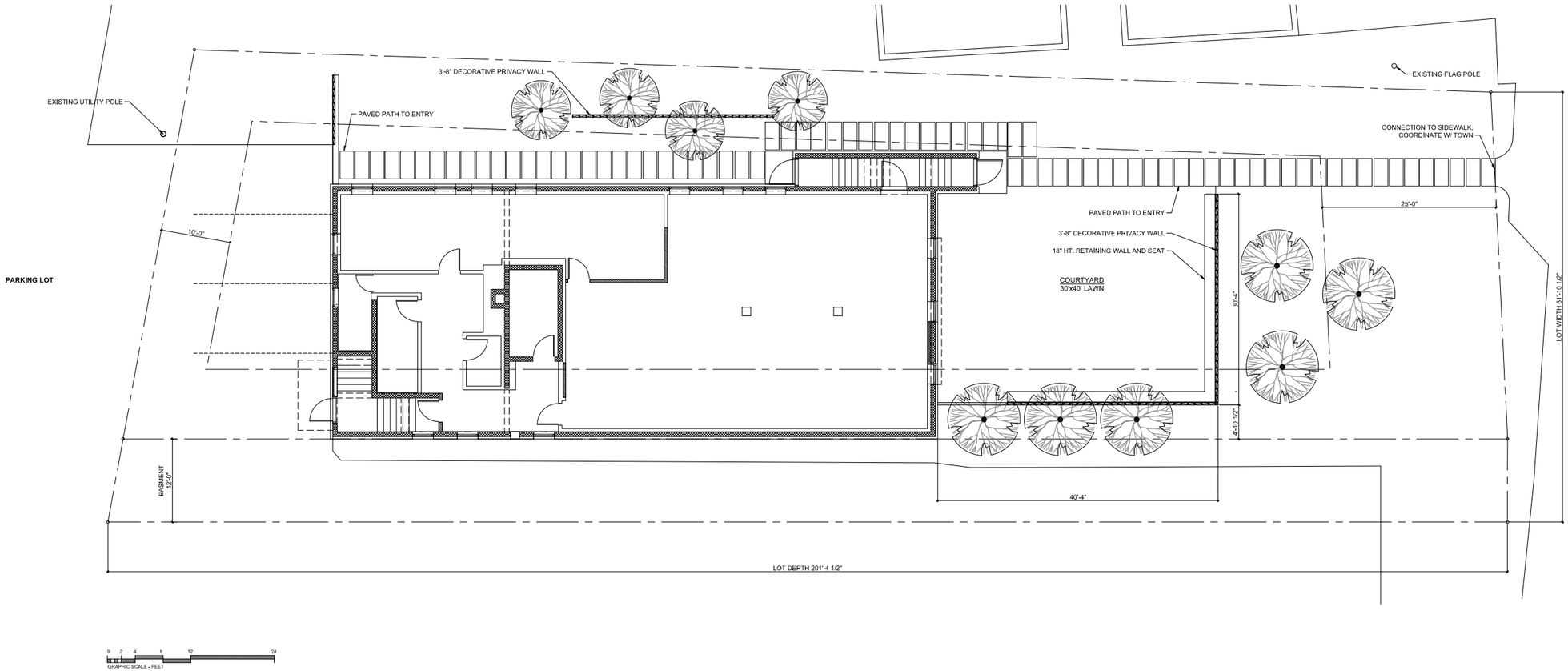
REGISTERED ARCHITECT GRIGORI FATEYEV No. 20580 GREAT BARRINGTON MA COMMONWEALTH OF MASSACHUSETTS

PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
SITE PLAN:
PLOT PLAN, ZONING AND LOCUS MAP

SHEET NUMBER
L 01.00



1 SITE PLAN
1/8" =1'-0"

B2 ZONING REQUIREMENTS		
	REQUIRED	PROVIDED
LOT AREA	5,000 S.F.	10,890 S.F.
LOT WIDTH	50 FEET	61'-10" FEET
LOT DEPTH	100 FEET	201'-4" FEET
FRONT YARD	25 FEET	25 FEET
SIDE YARD	10 FEET	10 FEET / 0 FEET*
REAR YARD	10 FEET	10 FEET
OFF-STREET PARKING	3**	3
LOT COVERAGE (MAX)	75%	30%
BUILDING HEIGHT (FT/ STRS)	40 FEET / 3 STORIES	23 FEET / 2 STORIES
* EXISTING CONDITIONS, NON CONFORMING LOT ** 9.6.11 (2) EXISTING OFF-STREET PARKING RETAINED		

PARCEL INFORMATION:

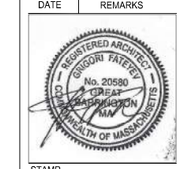
- **.25** ACRE
- **B2** ZONING
- **VCOD** (OVERLAY)
- TAX ID: **113/014.0-0000-0213.0**

NOTES:

1. MAP SHEET # **14** LOT # **213**
2. **NON CONFORMING LOT**: THE EXISTING BUILDING WAS IN COMPLIANCE WITH THE ZONING BYLAWS (ESTABLISHED IN 1969) WHEN THE CURRENT CONFIGURATION OF THE PROPERTY WAS CREATED. SEE SUPPORTING DOCUMENTATION.
3. ALL DIMENSIONS TO FACE OF FINISH
4. COORDINATE WITH ARCHITECTURAL AND ENGINEERING DRAWINGS
5. ALL WORK MUST CONFIRM TO TOWN OF **GREAT BARRINGTON** ZONING BYLAWS AND **MA** BUILDING CODE
6. CONTRACTOR TO ACQUIRE ALL REQUIRED PERMITS AND COORDINATE WITH APPROPRIATE UTILITY PROVIDERS AND TOWN AGENCIES

ART FORMS ARCHITECTURE
www.aformsa.com
Grigori Fateyev, RA
Principal
gf@aformsa.com
413.4129.5302

DATE	REMARKS
04.08.24	**SP**_PRESENTATION
01.19.24	DD10_PROGRESS
11.13.23	DD06_PROGRESS
01.20.23	DD05_PROGRESS
10.26.22	DD04_PROGRESS
07.21.22	SD 02_PROGRESS



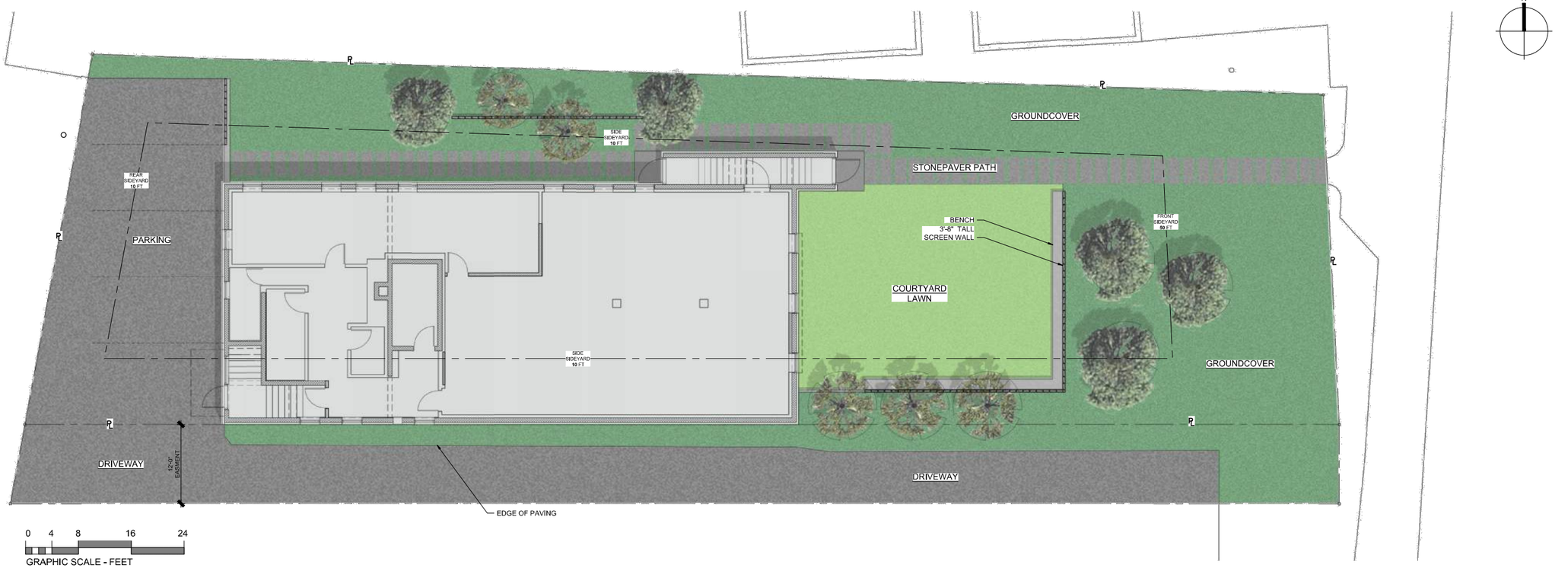
STAMP

PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
SITE PLAN

SHEET NUMBER
A 01.00



1 SITE PLAN
1/8" =1'-0"

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413.4129.5302

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07.21.22	SD 02_PROGRESS

STAMP

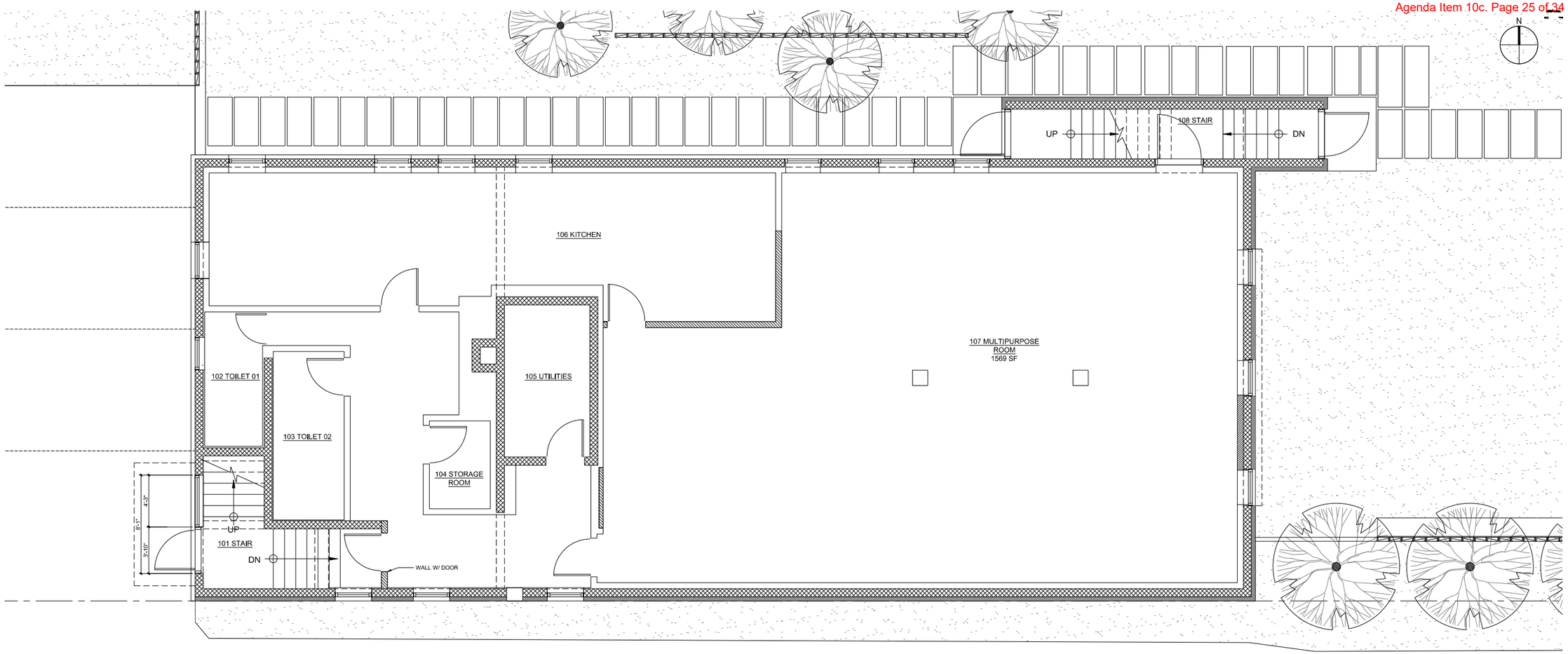
REGISTERED ARCHITECT GRIGORI FATEYEV No. 20580 GREAT BARRINGTON MA COMMONWEALTH OF MASSACHUSETTS

PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
SITE PLAN:
RENDERED

SHEET NUMBER
A 01.00
A



1 PLAN: LOWER LEVEL
1/4" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET

ART FORMS ARCHITECTURE
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Principal
gf@aformsa.com
413.4129.5302

DATE	REMARKS
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07.21.22	SD 02_PROGRESS

STAMP

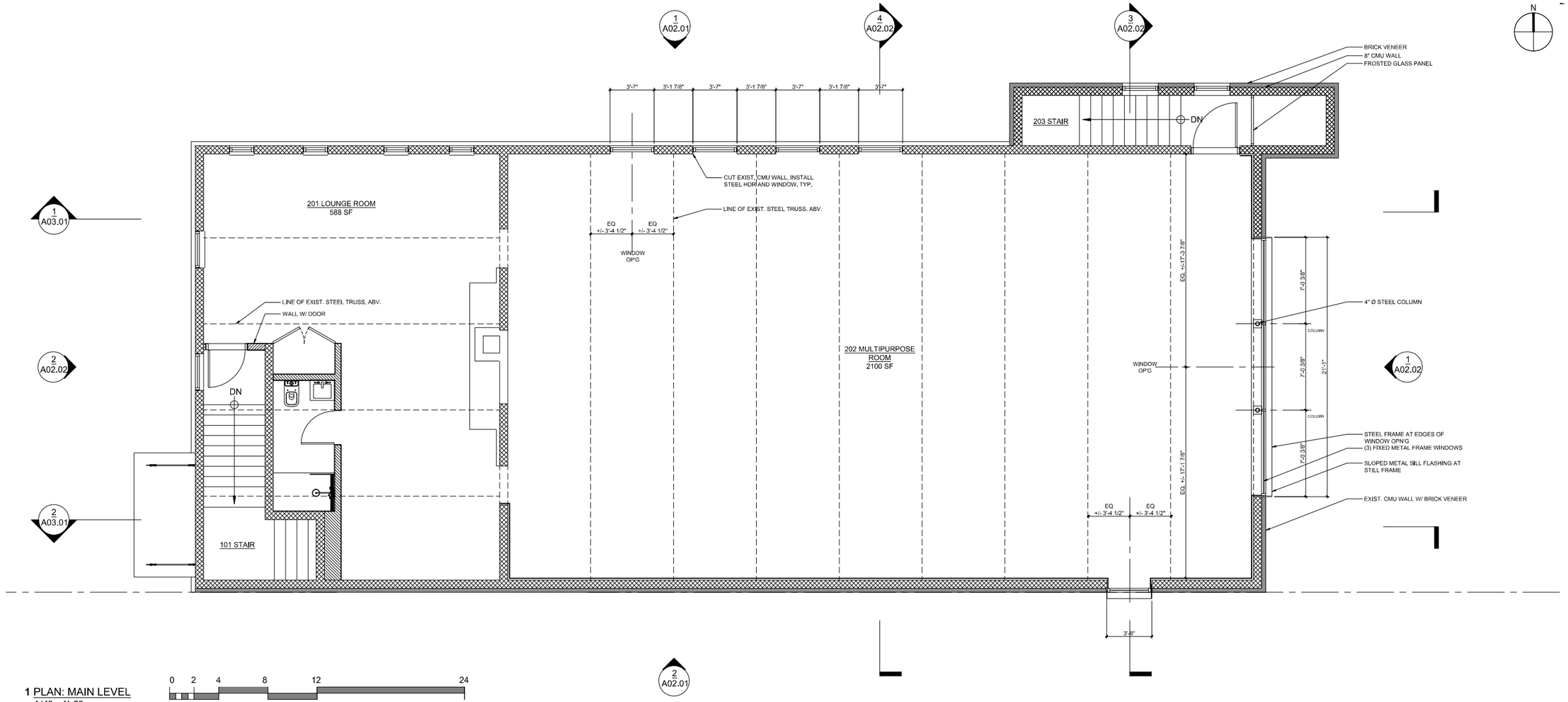
REGISTERED ARCHITECT
GRIGORI FATEYEV
No. 20580
GREAT BARRINGTON
MA
COMMONWEALTH OF MASSACHUSETTS

PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
LOWER LEVEL PLAN

SHEET NUMBER
A 01.01



1 PLAN: MAIN LEVEL
1/4" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET

ART FORMS ARCHITECTURE
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413.4129.5302

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STAMP

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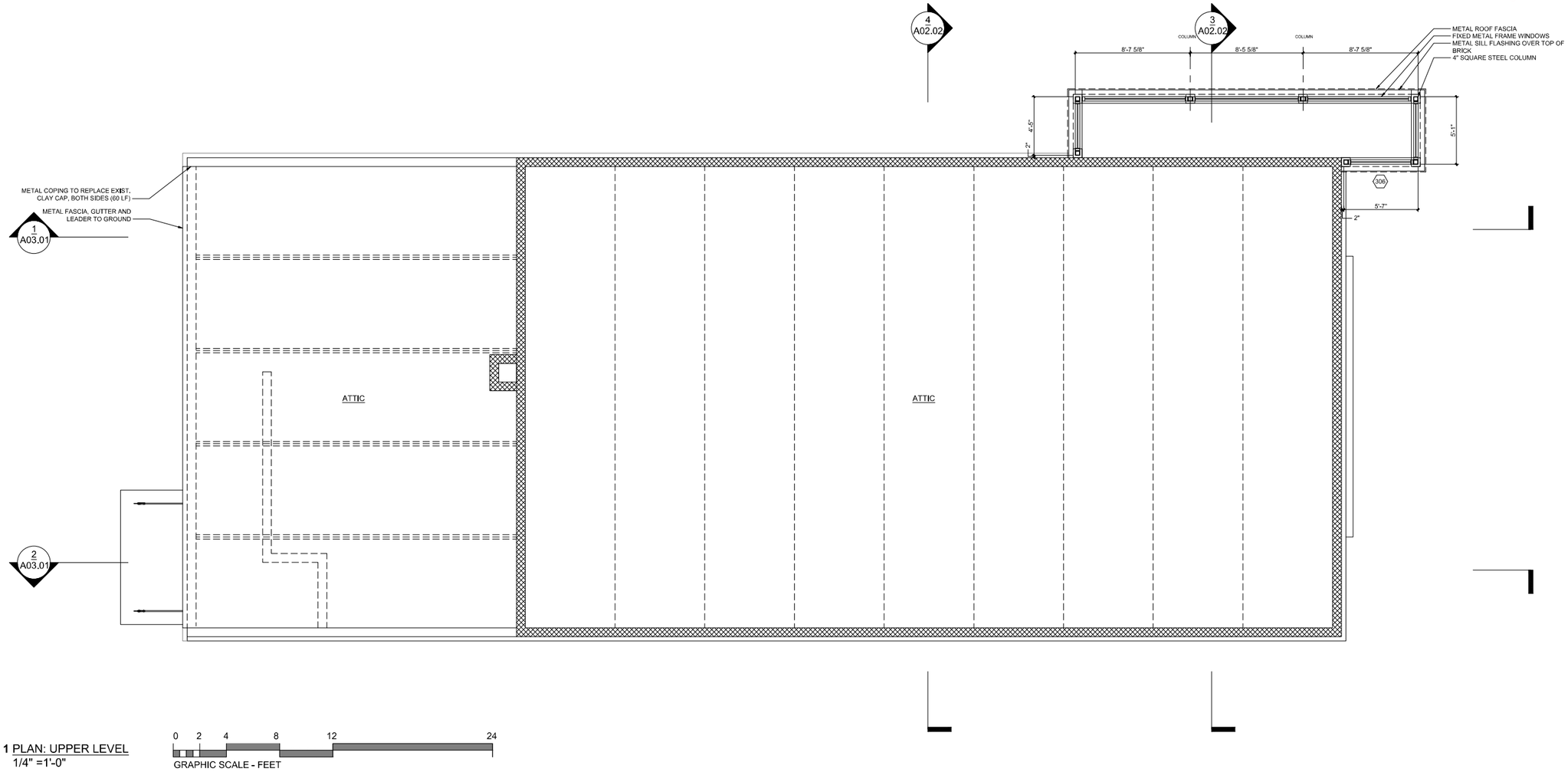
PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
MAIN LEVEL PLAN

SHEET NUMBER
A 01.02



1 PLAN: UPPER LEVEL
1/4" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET

ART FORMS ARCHITECTURE
www.aformsa.com
Grigori Fateyev, RA
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gf@aformsa.com
413.4129.5302

DATE	REMARKS
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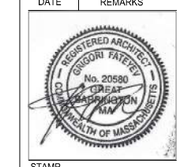

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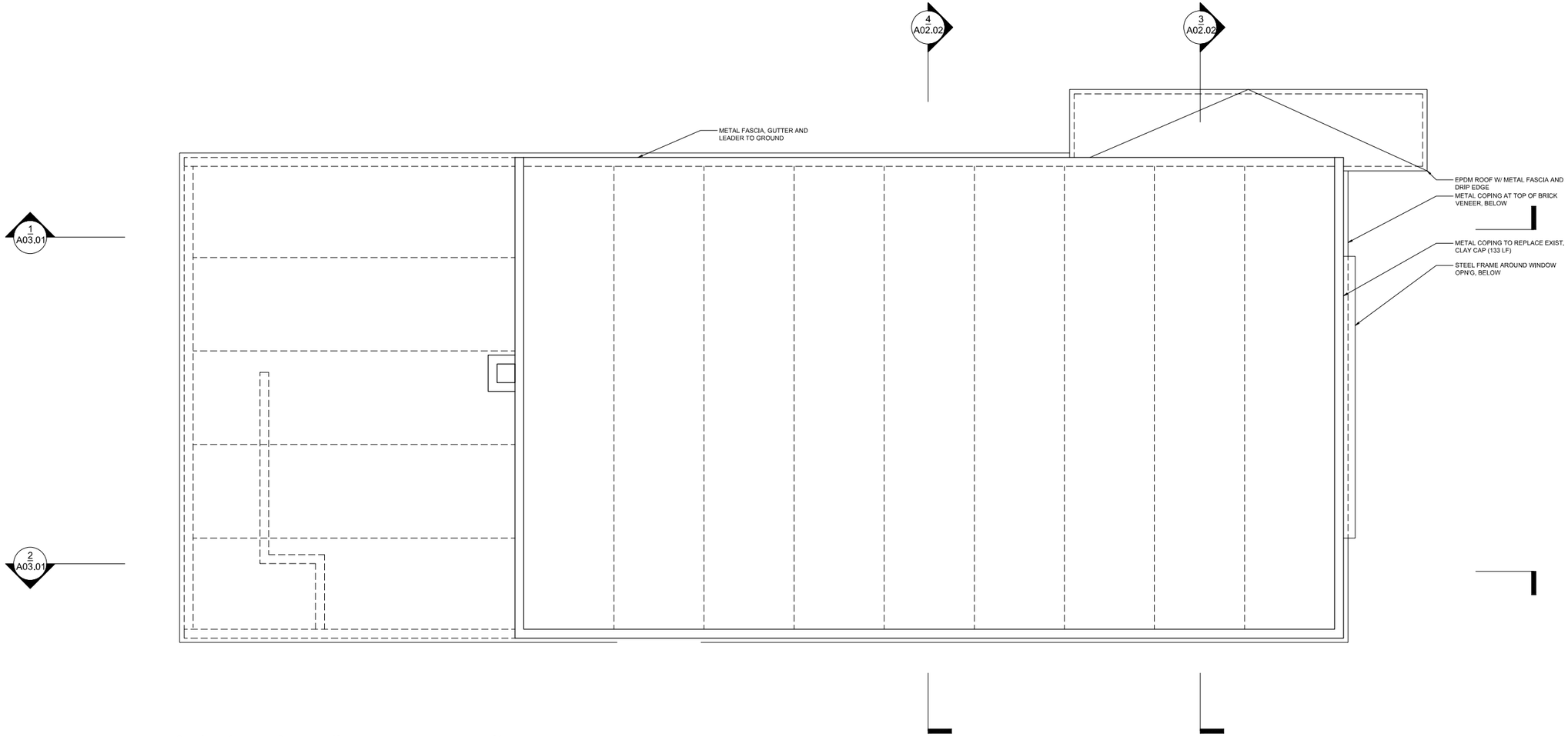
PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
UPPER LEVEL PLAN

SHEET NUMBER
A 01.03



1 PLAN: ROOF LEVEL
1/4" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET

ART FORMS ARCHITECTURE
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Principal
gf@aformsa.com
413.4129.5302

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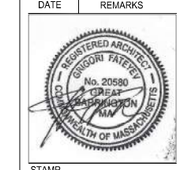


STAMP

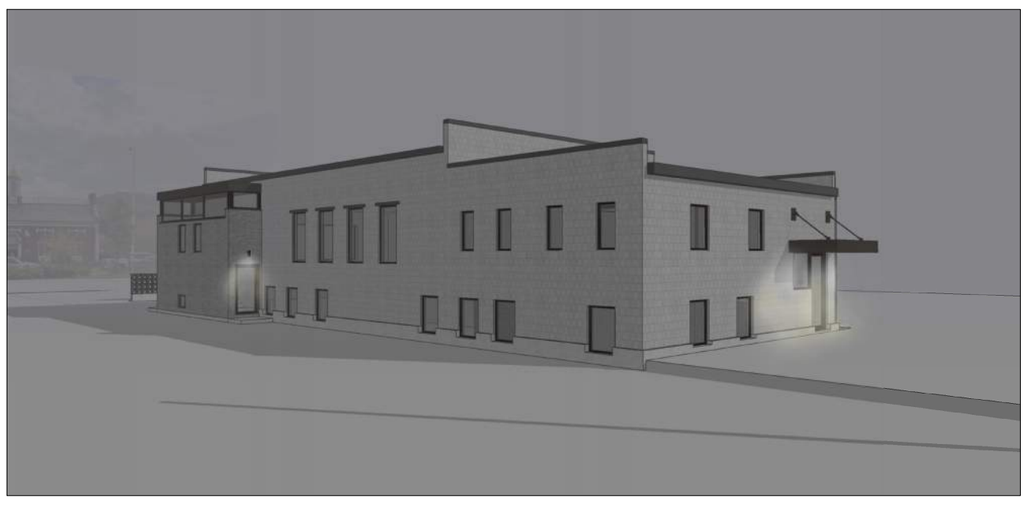
PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
ROOF LEVEL PLAN

SHEET NUMBER
A 01.04

1 SOUTH-EAST VIEW
NTS



2 NORTH-WEST ELEVATION
NTS

2 SOUTH-WEST ELEVATION
NTS

ART FORMS ARCHITECTURE
www.aformsa.com

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Principal

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413.4129.5302

DATE	REMARKS
04.08.24	SP_PRESENTATION
01.19.24	DD10_PROGRESS
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07.21.22	SD 02_PROGRESS

STAMP

REGISTERED ARCHITECT
GRIGORI FATEYEV
No. 20580
GREAT BARRINGTON
MA
COMMONWEALTH OF MASSACHUSETTS

PROJECT

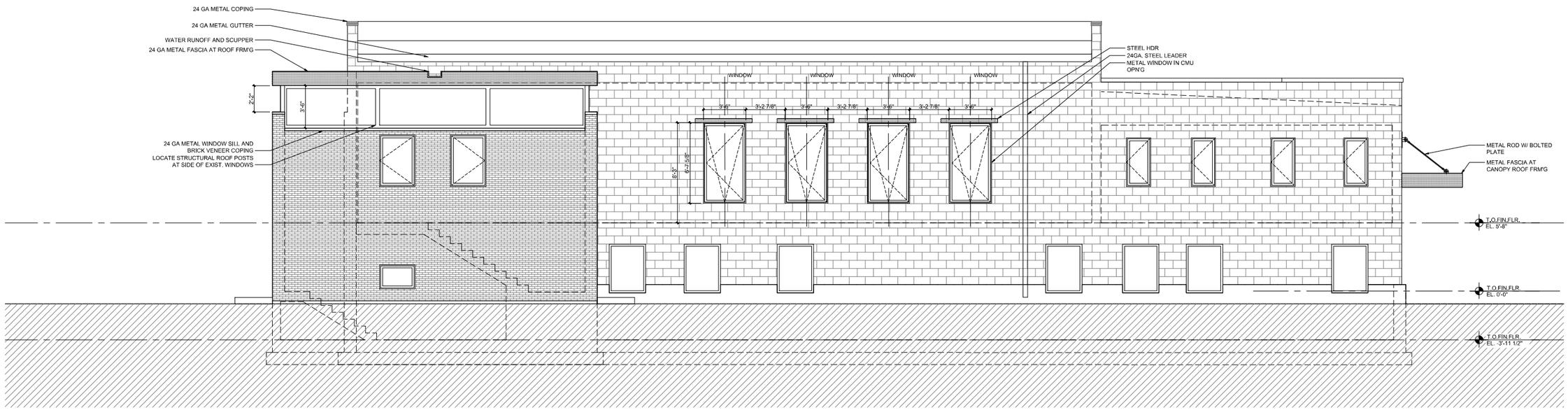
HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE

BUILDING VIEWS:
MATERIAL DETAILS AND LIGHTING

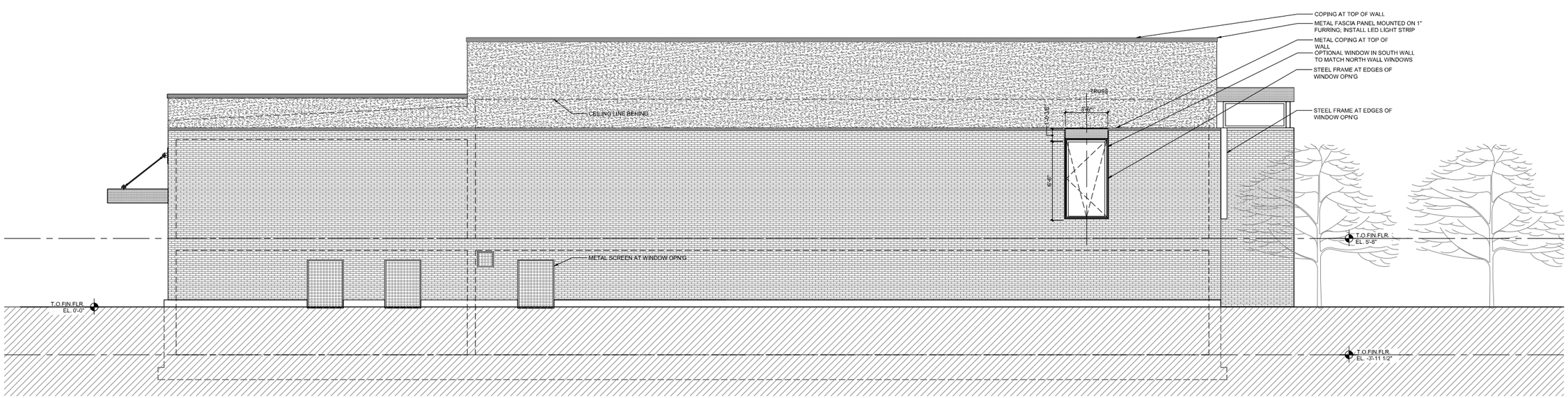
SHEET NUMBER

A 02.00



1 NORTH ELEVATION
$\frac{1}{4}$" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET



2 SOUTH ELEVATION
$\frac{1}{4}$" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET

ART FORMS ARCHITECTURE
www.aformsa.com
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gf@aformsa.com
413.4129.5302

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07.21.22	SD 02_PROGRESS

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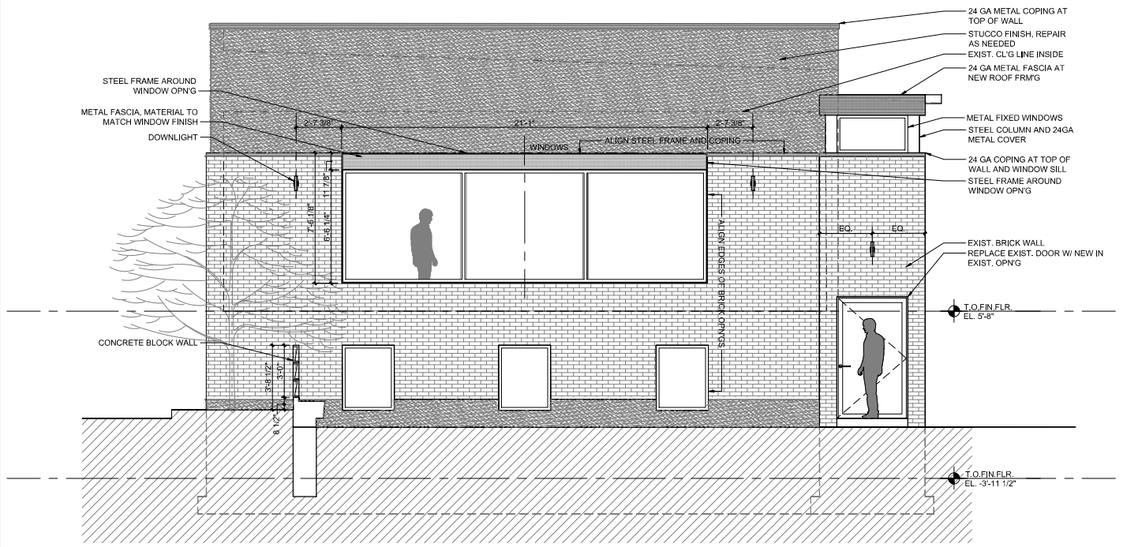
REGISTERED ARCHITECT GRIGORI FATEYEV No. 20590 GREAT BARRINGTON MA COMMONWEALTH OF MASSACHUSETTS

PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
OPTION A:
BUILDING ELEVATIONS

SHEET NUMBER
A 02.01



1 EAST ELEVATION
$\frac{1}{4}$" =1'-0"

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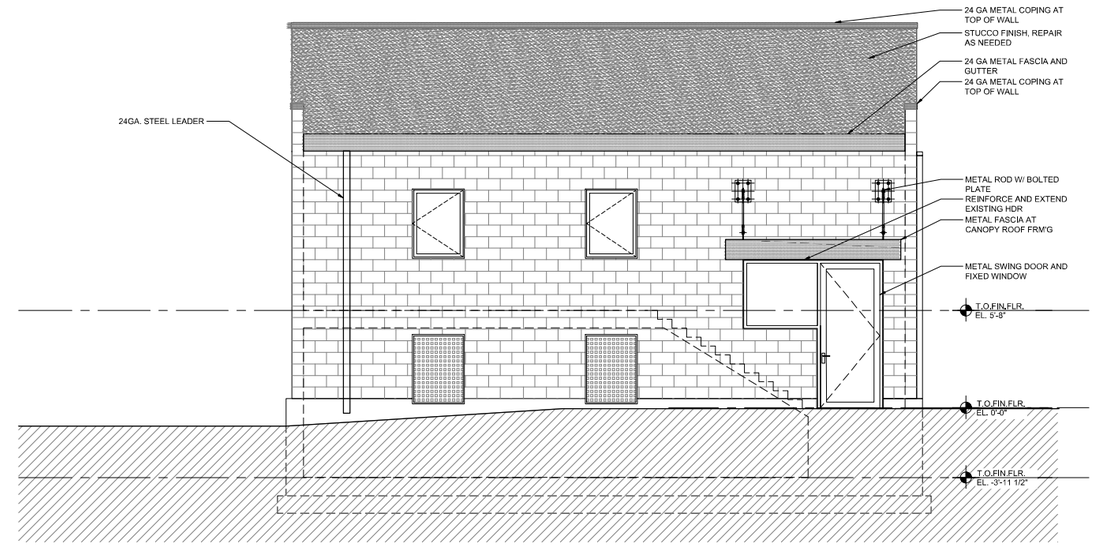
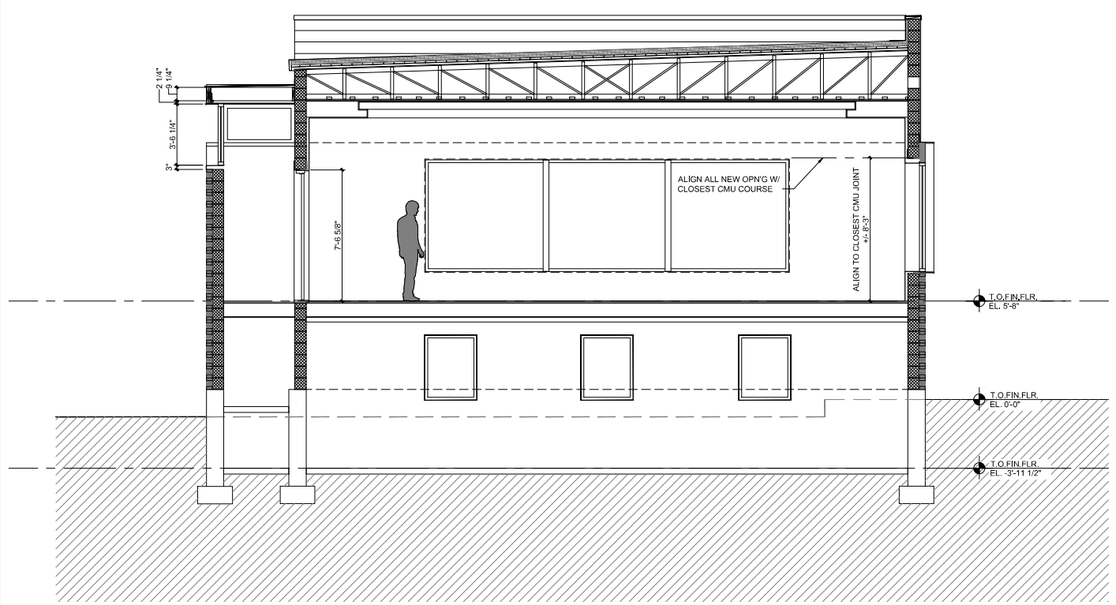
GRAPHIC SCALE - FEET



2 WST ELEVATION
$\frac{1}{4}$" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET



3 EAST ELEVATION
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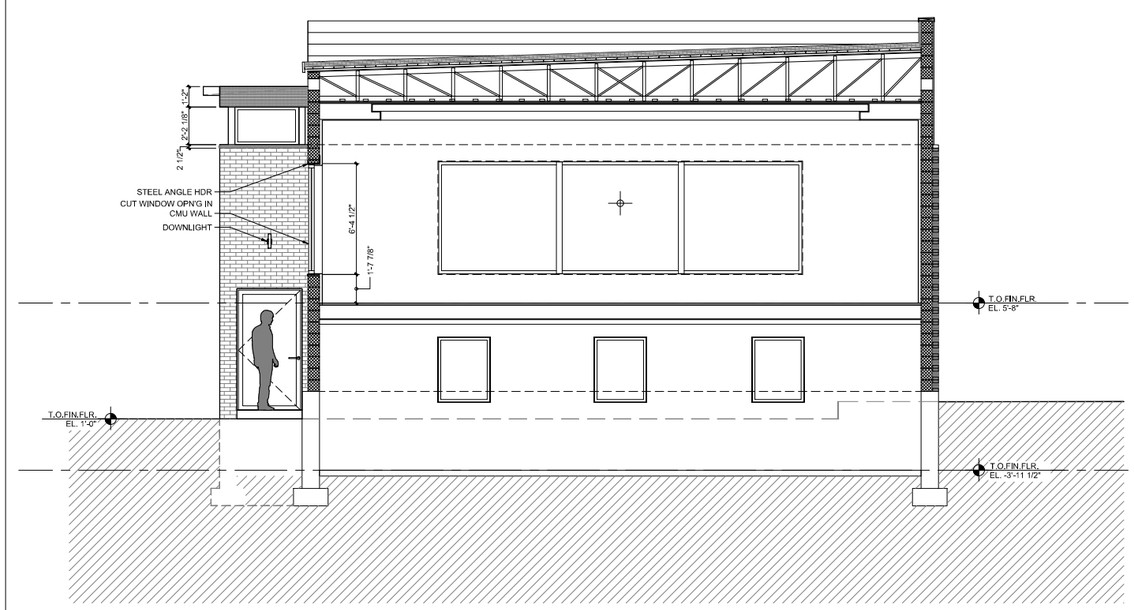
GRAPHIC SCALE - FEET



4 EAST ELEVATION
$\frac{1}{4}$" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET

ART FORMS ARCHITECTURE
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Principal
gf@aformsa.com
413.4129.5302

DATE	REMARKS
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07.21.22	SD 02_PROGRESS

STAMP

REGISTERED ARCHITECT GRIGORI FATEYEV No. 20580 GREAT BARRINGTON MA COMMONWEALTH OF MASSACHUSETTS

PROJECT
HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
BUILDING ELEVATIONS AND SECTIONS

SHEET NUMBER
A 02.02

0 4 8 16 24
GRAPHIC SCALE - FEET

1 EAST ELEVATION
3/8" =1'-0"

0 4 8 16 24
GRAPHIC SCALE - FEET

2 WEST ELEVATION
3/8" =1'-0"

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www.aformsa.com
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Principal
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413.4129.5302

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STAMP

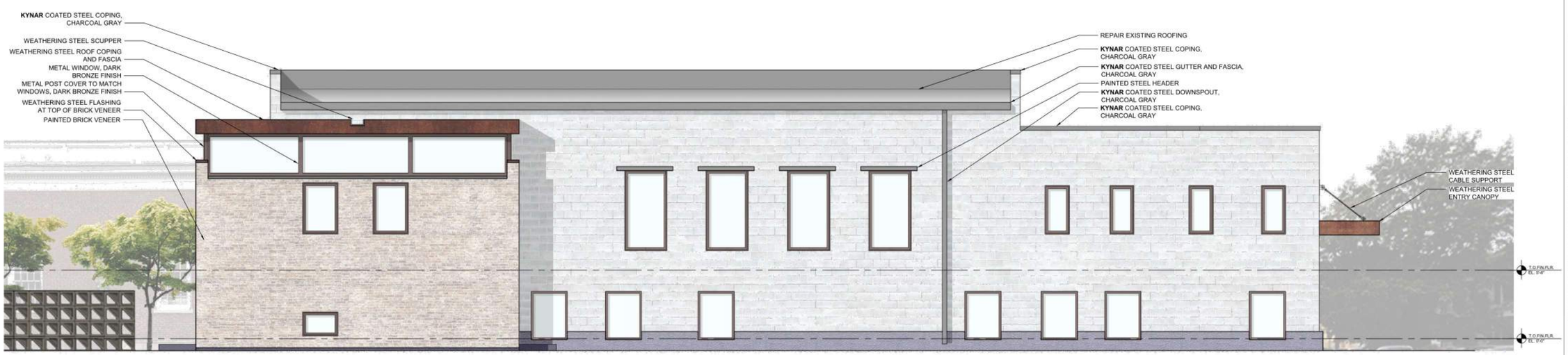
PROJECT
HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
BUILDING ELEVATIONS:
MATERIAL DETAILS

SHEET NUMBER
A 02.03

3 SOUTH ELEVATION
1/4" =1'-0"

0 4 8 16 24
GRAPHIC SCALE - FEET



4 NORTH ELEVATION
1/4" =1'-0"

0 4 8 16 24
GRAPHIC SCALE - FEET

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HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

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BUILDING ELEVATIONS:
MATERIAL DETAILS

SHEET NUMBER
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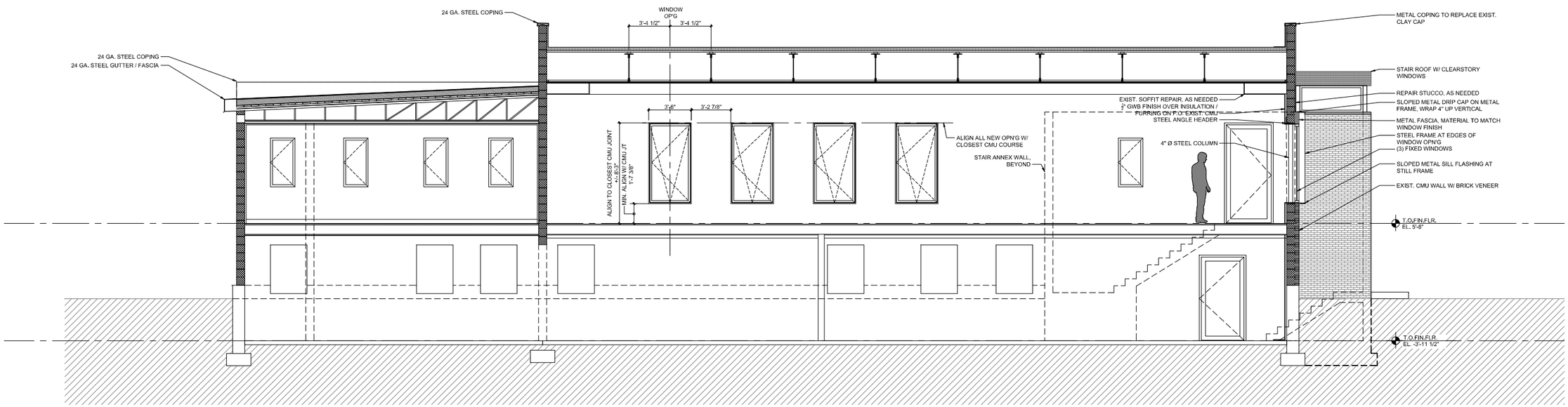

1 SECTION
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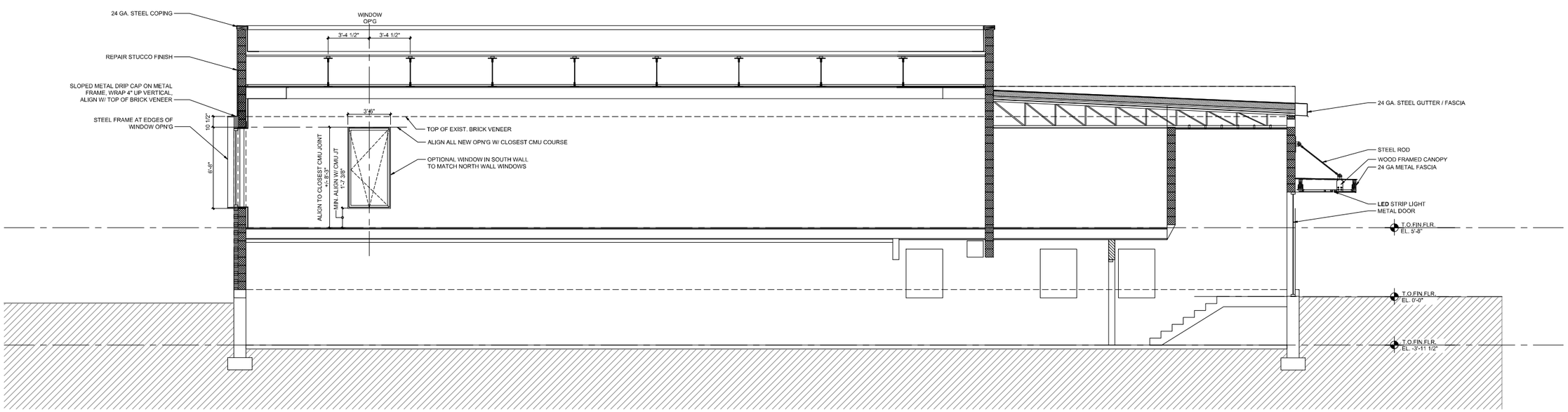
GRAPHIC SCALE - FEET



2 SECTION
$\frac{1}{4}$" =1'-0"

0 2 4 8 12 24
GRAPHIC SCALE - FEET

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Principal
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413.4129.5302

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PROJECT

HENDRICK PROPERTIES, LLC
OFFICE
232 Main Street
Gt. Barrington, MA 01230

SHEET TITLE
BUILDING SECTIONS

SHEET NUMBER
A 03.01

April 2024

RE: Renewal Access Corporation Agreement with CTSB

We are delighted to let you know the Five Town Cable Advisory Committee (CAC) adopted the attached Renewal Access Corporation Agreement with CTSB at its meeting on April 2, 2024.

This Agreement is a 10-year contract and the counterpart to the Cable TV Renewal License Agreement with Charter/Spectrum.

Like the Cable TV Renewal License Agreement with Charter/Spectrum, this Access Agreement is stronger and provides the Five Towns increased and clearly protections and understandings between the parties.

Thank you in advance for your attention to this Agreement.

When it has been reviewed and signed by your Executive Authority, please make a copy for your files, send the original back to CTSB at 40 Limestone Rd., Lee, MA 01238 and a copy to the Massachusetts Department of Telecommunications and Cable at 1000 Washington Street, Suite 600, Boston, MA 02118.

Sincerely,

Rene

Rene Wood,
Sheffield's representative to The Five Town Cable Advisory Committee

RENEWAL ACCESS CORPORATION AGREEMENT

BETWEEN

THE ACCESS CORPORATION

AND

THE TOWNS OF
GREAT BARRINGTON, MA
TOWN OF LEE, MA
TOWN OF LENOX, MA
TOWN OF SHEFFIELD, MA
TOWN OF STOCKBRIDGE, MA

March, 2024

TOWN OF GREAT BARRINGTON, MASSACHUSETTS
And
COMMUNITY TELEVISION FOR SOUTHERN BERKSHIRES (CTSB)
ACCESS CORPORATION AGREEMENT

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ARTICLE 1 – PREAMBLE

WHEREAS, the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge, all of which are municipal corporations organized under the laws of the Commonwealth of Massachusetts acting by and through their Select Boards ("Towns" and "Issuing Authority(-ies)") have issued a Renewal Cable Television License ("Renewal Licenses") to Spectrum Northeast, LLC, or any successor or assignee, ("Licensee") for the provision of the cable television services within their respective corporate boundaries, and

WHEREAS, the Renewal License provides for the Licensee to make to the Towns certain annual fixed and variable payments, as well as PEG (Public, Educational and Governmental Access) Capital payments, and

WHEREAS, it is the intent of the Towns that such funds should be used for the support and furtherance of the PEG Access (Public, Educational and Governmental Access) Channels, and

WHEREAS, Community Television for the Southern Berkshires ("CTSB", "Access Corporation") has been incorporated to carry out the programming reasonably anticipated to fulfill the mission of the PEG Access Channels provided by the Licensee to the Towns,

NOW, THEREFORE, it is agreed by and between the Towns, acting by and through their Select Boards, and CTSB, acting by and through its Board of Directors, as follows:

ARTICLE 2 – DEFINITIONS

For the purpose of this Agreement, the following words, terms, phrases, and derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, they and their will be used as pronouns, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and not directive.

Access Agreement or Agreement: The Access Corporation Agreement between Community Television for the Southern Berkshires ("Access Corporation"), or a duly designated successor organization, and the five Towns who are party to the Agreement.

Access Corporation: An entity designated by the Issuing Authority to manage and operate public, educational and governmental access (PEG) channels in the Town in accordance with this License and 47 U.S.C. 531. Currently, the Access Corporation is the non-profit corporation known as Community Television for The Southern Berkshires Inc. ("CTSB").

Access Facility: The location from which the Access Corporation operates, currently at 40 Limestone Road, Lee, MA 01238.

Access Programming: Programing on designated Access Channels, which must be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS) or the standards necessary for the Access Corporation to maintain its tax exempt status

within the applicable regulations of the Internal Revenue Service. Access programming excludes political advertising.

Cable Act: The federal Cable Communications and Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and subsequent amendments, 47 U.S.C. § 521 et seq.

Cable Advisory Committee: The Five Town Cable Advisory Committee, as designated and authorized by the Issuing Authorities executing this Agreement, per Article 8 of the Cable Television Renewal License, dated _____, 2024.

Cable License: The license between the Towns and Licensee, or any successor or assignee, authorizing Licensee to own, operate, and maintain the Cable Television Systems in the Towns.

Cable Television System or Cable System: Shall be defined herein as it is defined under Section 602(7) of the Cable Act, 47 U.S.C. 522(7), as may be amended, but currently meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of this chapter, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with 47 U.S.C. 573; or (E) any facilities of any electric utility used solely for operating its electric utility system.

Channel: Shall be defined herein as it is defined under Section 602(4) of the Cable Act, 47 U.S.C. 522(4), as may be amended, but currently meaning a portion of the electromagnetic frequency spectrum which is used in a cable system, and which is capable of delivering a television channel (as television channel is defined by the regulations of the Federal Communications Commission).

Commercial Programing: Programming from which revenue is derived, by any party, and the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.

CTSB: The non-profit, PEG Channel Access Provider known as Community Television for the Southern Berkshires Inc.

Department: The Massachusetts Department of Telecommunications and Cable or "DTC".

Downstream Channel: A channel over which signals travel from the Cable System Headend to an authorized location within the System.

Educational Access Channel: Any channel, which has been allocated for noncommercial educational use by the Town, Issuing Authority, or municipal agencies in accordance with the Cable Television Renewal License Agreement and 47 U.S.C. 531.

Effective Date: As provided in Section 3.2 of this Agreement.

FCC: The Federal Communications Commission, or any successor agency.

Governmental Access Channel: Any channel, which has been allocated for noncommercial, local governmental use by the Town, the Issuing Authority, or municipal agencies in accordance with the Cable TV Renewal License Agreement and 47 U.S.C. 531.

Issuing Authority: The Select Board of each of the Towns who are party to this agreement, namely: the Towns of Great Barrington. Lee, Lenox, Sheffield, and Stockbridge, Massachusetts in statutory capacity as cable licensing authority pursuant to Mass. General Laws C. 166A, §l. Issuing Authority may be used in the singular or the plural.

Leased Access: Any channel available for lease for programming by persons other than Licensee in accordance with 47 U.S.C. 532.

Licensee: Spectrum Northeast, LLC, or any successor or assignee in accordance with the terms and conditions of their Cable Television Renewal License and all governing laws and regulations

PEG Access: Any Licensee owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programing.

Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

Public Access: The availability for non-commercial use by any resident, or any organization based in or serving the Town, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Television Renewal License and in this Agreement and in accordance with 47 U.S.C. 531.

Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or the Access Corporation for use by, among others, the Towns residents and/or non-profit organizations wishing to present non-commercial Programming or information to the public.

2024 Renewal License(s): Any or all of the Cable Television Renewal License(s) granted to Spectrum Northeast, LLC, or any successor or assignee by the Select Boards of the Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge, Massachusetts, effective as of the final date of execution in the year 2024.

Town: The Town of GREAT BARRINGTON, Massachusetts.

Towns or Five Towns: The Towns of Great Barrington, Lee, Lenox, Sheffield, and Stockbridge, Massachusetts. Where the context permits, Towns shall also refer to the Issuing Authority of any or all of the Five Towns.

Upstream Channel: A channel over which signals travel from an authorized location within the System to the Cable System Headend.

ARTICLE 3 – DESIGNATION

Section 3.1 Scope of Designation

Pursuant to Section 5.2 of the 2024 Cable Television Renewal Licenses ("Renewal License(s)") between Licensee and the Towns, having an effective date of _____, 2024, the respective Select Boards, as Issuing Authorities, hereby designate Community Television for the Southern Berkshires ("CTSB") as their Access Corporation within the meaning of that term as employed in the respective Renewal Licenses and this Agreement. This designation hereby authorizes CTSB to receive certain PEG Capital funding and annual g funding, as set forth in Sections 5.6 and 5.7 of the 2024 Renewal Licenses, and Article 7 of this Agreement, and further authorizes CTSB to operate the PEG Access Channels for the Towns and services described in said Article 5 of the 2024 Renewal Licenses.

Section 3.2 Effective Date

This Agreement shall commence upon the Effective Date, which shall be the date on which CTSB and the last of the Towns shall have approved this Agreement.

Section 3.3 Term of Designation

Unless otherwise revoked for good cause shown as provided elsewhere within this Agreement, or as required by State or Federal law, this Agreement shall continue for ten (10) calendar years from the Effective Date, expiring one minute before midnight on the ten-year anniversary of such Effective Date.

ARTICLE 4 – ADMINISTRATION, REGULATION, AND ACCESS CORPORATION'S PERFORMANCE

Section 4.1 Public Access Use: Operating Rules and Procedures

The Access Corporation shall be solely responsible for the management and operation of Public Access Programming on the cable system in the Towns including training, quality of originated signals, scheduling the Public Access Channel(s), and managing the Access facilities and equipment. The Access Corporation shall promulgate and maintain a set of access operating rules and procedures, which ensure that training, equipment, facilities, and Access Channel time shall be available to residents and members of any organizations serving any of the respective Towns. These rules and procedures shall ensure the right to use Access Channels, facilities, and equipment on a non-discriminatory, first-come, first-serve basis subject to the terms of this Access Agreement and subject also to the Access Corporation's goal of establishing regularly scheduled programming. Compliance with such rules shall be monitored by the Access Corporation and may be periodically reviewed by the Issuing Authorities of the respective Towns.

Section 4.2 Programming on the Public Access Channels

Editorial discretion, the content of programming, and the liability therefore placed on the Access Channels operated by the Access Corporation shall solely reside in and be the sole responsibility of the Access producers and the Access Corporation and not the respective Towns or their Licensee. Notwithstanding the forgoing, the Access Corporation Programming shall be designed to achieve the purposes set forth in the Access Corporation's Articles of Incorporation

and By-Laws, which are available for inspection during the Access Corporation's normal business hours upon request and shall consist of Access Programming as defined in the respective Licenses. To these ends:

1. The Access Corporation shall not sell any proprietary interest that the Access Corporation may have in any Access Programming to any third party without first offering Licensee(s) the right to purchase such interest by matching the best good faith offer tendered in writing by the third party; and
2. All liability, license, and copyright fees associated with the programming produced by the Access Corporation or placed on the Access Channel shall be the sole responsibility of the Access Corporation.

Section 4.3 Coverage of Local Meetings

The Access Corporation shall cooperate with the Towns to provide coverage of regularly scheduled Select Board and Town Meetings, as well as School Committee meetings. Live Coverage shall be determined upon a multi-Town rotating schedule to be developed by the Access Corporation. Upon reasonable notice from the Issuing Authority, the Access Corporation shall also provide coverage of special meetings of the Select Boards to the extent that such coverage will not present an unreasonable burden to the Access Corporation.

Section 4.4 Cooperation with Town Government

The Access Corporation shall cooperate with the Issuing Authorities of the respective Towns in the coverage of governmental meetings and in developing programming about the functions of Town Government departments and boards.

Section 4.5 Logs

The Access Corporation shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. Such logs will be available for public inspection during the Access Corporation's normal business hours and will be retained for no less than five (5) years.

Section 4.6 Insurance

At all times during the term of this Agreement, the Access Corporation shall obtain, pay all premiums for and, if requested in writing, file, with each Issuing Authority, insurance company certificates of the following insurance:

Workers' Compensation	Statutory Limits
Commercial General Liability	$2,000,000 per occurrence, $4,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	$5,000,000 per occurrence

Producer's Liability	$1,000,000 per occurrence
	$2,000,000 General Aggregate

The commercial general liability insurance identified above shall name each Town, its officers, boards, commissions, committees, agents, and employees as additional co-insureds on all claims on account of injury to or death of a person or persons, occasioned by any aspect of operation or activity of the Access Corporation, or alleged to have been so occasioned. The commercial general liability insurance identified above shall also name each Town, its officers, boards, commissions, committees, agents, and employees as additional co-insureds on all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by any activities of the Access Corporation.

The following conditions shall apply to the insurance policies required herein:

1. Such insurance shall commence no later than the Effective Date of this Agreement;
2. Such insurance shall be primary with respect to any insurance maintained by each Town and shall not call on any of the Town's insurance for contributions;
3. Such insurance shall be obtained from brokers or carrier authorized to transact insurance business in the State; and
4. The Access Corporation's failure to obtain, to procure, or to maintain the required insurance shall constitute a material breach of this Agreement.

4.7 PERFORMANCE BOND

The Access Corporation shall maintain at its own cost and expense throughout the term of this Agreement a faithful performance bond running to all of the Five Towns, with at least one good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars ($50,000). This Performance Bond shall be maintained for the benefit of all of the Five Towns. Said bond shall be conditioned upon the faithful performance and discharge of all material obligations imposed by this Agreement.

The performance bond shall be effective throughout the term of the Agreement and shall be conditioned that in the event that the Access Corporation shall fail to comply with any one or more material terms or conditions of this Agreement, or to comply with any lawful order, permit, direction of any department, agency, commission, committee, board, division or office of the Town having jurisdiction over the Access Corporation's acts, the Town shall recover from the surety of such bond all damages suffered by the Town as a result therefor, pursuant to the provisions of Article 7 infra.

Said bond shall be a continuing obligation of this Agreement, and thereafter until the Access Corporation has satisfied all of its obligations to the Town that may have arisen from the grant of this Agreement or from the exercise of any privilege therein granted. In the event that the Town recovers from said surety, the Access Corporation shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this Section, any bond accepted pursuant hereto, nor any damages recovered thereunder, shall limit the liability of the Access Corporation under this Agreement.

Section 4.8 Determination of Breach, Cure, and Remedies

Upon determining that a breach or possible breach of this Access Agreement may have occurred, one or more of the Town(s) s concerned shall give written notice of such breach or possible breach to the Access Corporation, with a copy to all other Towns. Upon receipt of such written notice of breach or possible breach, the Access Corporation shall have thirty (30) days to respond in one of the following ways:

1. Cure such breach and provide written report of such cure to the Town(s) concerned, with a copy to all other Towns; or
2. Provide the Town(s) concerned with written proof that such breach did not occur, with a copy to all other Towns

If a breach did occur:

1. If the breach was due to fault on the part of Access Corporation, but for reasons beyond its control cannot be cured within thirty (30) days, the Access Corporation shall provide written proof of same to the Town(s) concerned, and a copy to all other Towns, and a detailed timetable for correction and cure of such breach, for concurrence by the Town(s) concerned; or
2. If the breach was not due to fault on the part of Access Corporation and cannot be cured within thirty (30) days, the Access Corporation shall provide proof of same to Town(s) concerned, and a copy to all other Towns, and a reasonable timetable for cure of such breach for concurrence by the Town(s) concerned; or
3. If, after notification and opportunity to cure as provided in this Section, the Town(s) concerned determine that a breach of this Access Agreement has occurred, and that such breach was not cured within the time duly specified by the procedures set forth in this Section, the Town(s) concerned may elect one or more of the following remedies:
    i. Withdraw its/ their designation of the Access Corporation granted under Section 3.1 of this Access Agreement and thereby terminate this Access Agreement with respect to the Town(s) concerned;
    ii. Impose Liquidated Damages as set forth in Section 4.9;
    iii. Seek to resolve the matter through mediation; or
    iv. Impose any other sanction as may be agreed upon between the parties.

Any remedy shall be provided in writing by the Town(s) concerned to the Access Corporation, with a copy to all other Towns

Section 4.9 Liquidated Damages

Liquidated Damages, up to the amounts set forth below, may be assessed against the Access Corporation collectively or individually by the Town(s) concerned upon finding a breach of this Access Agreement, after providing written notice of such breach or possible breach and a specific time period to cure such breach or possible breach, as set forth in Section 4.8, with a copy to all other Towns.

Liquidated Damages shall be assessed on a per day basis, with the start date for such damages, as determined per Section 4.9. Upon assessment of such damages, the Town(s) concerned may require the Access Corporation to make payment for such damages within thirty (30) days of receipt of the Towns' written notice of demand for liquidated damages. Failure to pay such damages within thirty (30) days of receipt of such written demand shall itself

constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent. Where the amounts for liquidated damages are specified for more than one of the Towns, the amounts specified shall be assessed collectively for all Towns concerned, and not separately for each Town:

1. For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Programming, as required by Section 4.1: $100.00 per day;
2. For failure to provide coverage of local meetings as required by Section 4.3: $50.00 per day;
3. For failure to maintain insurance policies required by Section 4. 6: $100.00 per day;
4. For failure to prepare or produce Annual Report and/or audit, as required by Section 4.11, or for failure to prepare and file an annual inventory and statement of condition as required by Section 4.14, or for failure to maintain Access Programming Logs as required by Section 4. 5, or for failure to grant to the Town(s), or their authorized representatives, access to the books, records, account(s) and facilities at such reasonable time and at such reasonable places as the Town(s) may require, as required by Section 4.15: $50.00 per day;
5. For failure to maintain the Access Corporation's 501(c)(3) status, as required by Section 4.12: $50.00 per day; and
6. For any other breach of this Access Agreement as may be found by the Town(s): $50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted.

The Access Corporation shall have the right to appeal any demand for liquidated damages to the Five Town Cable Advisory Committee within thirty (30) days of receipt of the demand of the Town(s) concerned for such damages. Such appeal does not negate the liquidated damages accrued during such mediation. The Five Town Cable Advisory Committee shall need the agreement of a majority of the five Towns' Boards of Selectmen to make any monetary reduction to the demand for liquidated damages.

Section 4.10 Indemnification

The Access Corporation shall defend, indemnify and hold harmless each of the Towns, their officials, boards, commissions, agents and/or employees and Licensee, and its officers, employees, servants, and agents from and against any claim, without limitation, arising from the Access Corporation's activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and unauthorized use of copyrighted material produced and/or cablecast, including reasonable attorneys' fees.

Section 4.11 Annual Report and Audit

The Access Corporation shall provide an annual report and audit of its finances and operations to members of the Five Town Cable Advisory Committee, the Towns, and Licensee, no later than one hundred and eighty (180) days after the close of the Access Corporation's fiscal year.

Section 4.12 Status as Non-Profit 501(c)(3) Corporation

The Access Corporation shall, throughout this Access Agreement, maintain its status as a non-profit 501(c)(3) Corporation by filing all appropriate annual and other statements as may be required from time to time by law or regulation. It shall maintain compliance with all applicable laws, rules, and regulations of the Town in which the Access Corporation's Corporate Office is physically located, the Commonwealth of Massachusetts, and the Federal Government, as shall be enacted from time to time.

Section 4.13 No Substantive Amendment(s) To Access Corporation's By-Laws Without Notice To Towns

The Access Corporation shall not make any substantive material amendment(s) to its By-Laws without first presenting the same in writing to the Towns for review and comment, along with a written explanation of the desired amendment(s) and the reasons, therefore. A sixty (60) day notice period following such written notice shall be observed by the Access Corporation prior to affecting any such amendment(s).

Section 4.14 Maintenance of Records, Equipment and Property

The Access Corporation shall maintain accurate books, records, and logs of its financial and programming activities, and shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing its Annual Report and audit, the Access Corporation shall provide to each of the Town's Issuing Authority an inventory of said equipment and facilities, a statement of its condition, and any corrective actions taken, or recommended to be taken, as needed, to maintain all items in satisfactory condition.

Section 4.15 Access to Records

The Access Corporation shall allow the Towns and their authorized designees(s) access to the books, records, accounts, and facilities of the Access Corporation at such reasonable times and in such reasonable places as the Towns may require to ensure compliance with this Access Agreement.

Section 4.16 Political Activities Prohibited

No funds, facilities, or equipment provided hereunder shall be used for any partisan or political activity or to further the election or defeat of any political proposition or resolution, or particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations, or the like where the facilities are available for the expression of all points of view for informational purposes.

Section 4.17 Transfer Of Property Upon Termination

Upon termination of this Access Agreement, title to all property, equipment, facilities, and disbursed funds, and the like of the Access Corporation shall be transferred to the Towns, and the Access Corporation shall cooperate fully with the Towns or their designees in effecting a smooth and prompt transfer. This obligation shall survive the termination of this Agreement.

ARTICLE 5 – ADDITIONAL RENEWAL TERM OF ACCESS AGREEMENT

An additional renewal term of this Access Agreement may be granted by all of the Towns at their sole discretion. An additional term may be for no longer than five years, or for any shorter length of time, as all of the Towns may, at their sole discretion, and by unanimous

agreement decide. Such an additional term may be so granted, no sooner than sixty (60) days prior to the expiration of the then current term of the Access Agreement or amendment to the Access Agreement. An additional renewal term shall become an amendment to this Access Agreement and be subsequently referred to as the Access Agreement.

ARTICLE 6 – ACCESS AGREEMENT TERMINATION

Section 6.1. Automatic Termination

This Agreement shall automatically terminate upon the adjudication of the bankruptcy of the Access Corporation unless such termination is inconsistent with the orders of any bankruptcy court. This Agreement may be terminated by any Issuing Authority prior to the end of the term set forth in Section 3.3 for any of the following reasons:

1. The Access Corporation has materially failed to fulfill its obligations and responsibilities as set forth in this Agreement.
2. The Access Corporation has materially failed to cooperate with the Issuing Authority in carrying out the purposes of this Agreement.
3. The Access Corporation engages in any malfeasance, misfeasance, or the misappropriation or misuse of funds, which hinders the Access Corporation from performing its obligations and responsibilities as detailed in this Agreement.
4. The Access Corporation engages in any action(s), which hinder or otherwise cause the Access Corporation to jeopardize or lose its federal 501(c)(3) status.
5. The Access Corporation fails to maintain its status as a corporation in good standing with the Commonwealth of Massachusetts or the U.S. Internal Revenue Service.

Before any such termination, the Issuing Authority(ies) concerned shall give the Access Corporation ninety (90) days advance written notice ,with copies to all other Issuing Authorities, which notice shall set forth the reasons for the proposed termination and shall advise the Access Corporation that it will be provided the opportunity to cure any breach and be formally heard by the Issuing Authority(ies) concerned in a public hearing before any final action is taken. Said notice shall state the date, time, and place of such hearing. In no event shall such public hearing be held less than sixty (60) days following delivery of such written notice to the Access Corporation.

Section 6.2. Termination by the Access Corporation

The Access Corporation may terminate this Agreement prior to the end of the term set forth in Section 3.3 by a majority vote of its Board of Directors at a regular meeting where this item shall appear on the agenda, or as specified by the By-Laws of the Corporation, for good cause shown and for one of the following reasons:

1.The Issuing Authority(ies) has/have materially failed to fulfill its/their responsibilities as set forth in this Agreement; or

2. The Access Corporation ceases to operate or files any petition in bankruptcy, receivership, or insolvency proceedings; enters into an assignment for the benefit of creditors; or consenting to, or the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of all or substantially all of its assets.

Before any such termination, The Access Corporation shall provide the Issuing Authority(ies) concerned with at least ninety (90) days advance written notice of its intention to terminate this Agreement, with a copy to all other Issuing Authorities. Said notice shall, clearly and in detail, set forth good cause for the reasons for the proposed termination, and shall advise the Issuing Authority(ies) that it/they shall be provided an opportunity to be heard by the Access Corporation Board of Directors regarding such proposed termination before any action is taken. Said notice shall state the date time, and place at which said public hearing shall occur. In no event shall said public hearing be held less than sixty (60) days following receipt of such notice to the Issuing Authority.

At said hearing, the Issuing Authority(ies) concerned shall be provided an opportunity to respond to the reasons for the proposed termination and an opportunity to discuss them with the Board of Directors including discussion of whether the Issuing Authority(ies) has/have cured any alleged breach, and such reasonable cure shall result in withdrawing of the termination action. The Issuing Authority(ies) shall be entitled to reply in writing to said causes and reasons for termination, a copy of which shall be delivered to the Board of Directors no later than thirty (30) days following said hearing. The Board of Directors shall make no decision concerning termination until it has considered said response and its final decision shall be issued in writing to all the Issuing Authorities.

Section 6.3 Ownership and Return of Equipment and Undispersed Funds

Under the terms of this Agreement, all equipment purchased by the Towns or their designee(s) under the terms of the Renewal Licenses shall be the property of the Towns. Upon termination of this Agreement, equipment so purchased may not be used to satisfy any present or future indebtedness of the Access Corporation and is subject to continuing access by the Towns, including the right of removal.

Within fifteen (15) business days following termination of this Agreement, The Access Corporation shall deliver to the Issuing Authorities custody of all equipment and other property acquired by the Access Corporation using funds provided by the Licensee, the Issuing Authorities, or from any grants procured through the Issuing Authorities pursuant to any cable television license ("Outside Funds"), along with an accounting of such equipment and other property.

The Access Corporation will promptly transfer to the Issuing Authorities all Outside Funds held by the Access Corporation and will cooperate fully with the Issuing Authorities to ensure timely payment of the Access Corporation's debts and obligations and an orderly transition to a successor PEG provider. The obligations of this Section shall survive termination of this Agreement. The Access Corporation 's failure to comply with the terms of this provision shall constitute a material breach of this Agreement. For the avoidance of doubt, this provision does not apply to equipment and other property acquired by The Access Corporation using its own funds, such as from fundraising, grants independent from the Issuing Authorities, and any other source other than Licensee's funding.

ARTICLE 7 –CAPITAL FUNDING, ANNUAL SUPPORT, and FUND-RAISING

(a) The Access Corporation shall be funded by capital payments made by the Licensee to the five Issuing Authorities, for the benefit of the Access Corporation, and in compliance with the current requirements of municipal finance law. PEG access capital funding grants will be divided up among the Five Towns in proportion to each town's share of the total subscriber count, and paid directly to each Issuing Authority, under the procedure and the time lines more fully set forth in Sec. 5.7 (a) and (b) of the 2024 Renewal Licenses. Consistent with Sec. 5.7 (c) of the 2024 Renewal Licenses, the PEG access capital grants shall be used solely for PEG access capital costs incurred by the Access Corporation in support of PEG Access programming on the PEG Access channels carried on the Cable System. .

(b) The Access Corporation shall also be funded by Annual franchise fee payments, consisting of 5% of the Licensee's Gross Annual Revenues, which shall continue to be paid directly to each Issuing Authority, for the benefit of the Access Corporation, and as set forth in Sec. 5.6 (c) of the 2024 Renewal Licenses. The said franchise fees shall be used for support of the Access Corporation, PEG Access programming, and any other purpose allowed by law.

(c) It is the intent of this Agreement to include any funding enacted by Federal and/or Massachusetts legislation on digital streaming service providers or other such technologies.

(d) With written notice to the Towns prior to doing so, the Access Corporation may undertake its own non-profit fund-raising, which shall conform to all applicable federal, state, and local regulations.

ARTICLE 8– CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authorities, a Cable Advisory Committee, ("Five Town Cable Advisory Committee" or "CAC"), may be created and vested by the Issuing Authorities with such power and authority as may lawfully be delegated and authorized.

The Issuing Authorities, and/or their designee(s), shall be responsible for the day-to-day regulation of the Cable Television System pursuant to this Agreement and the Cable Television Renewal License. If so authorized, the Issuing Authorities shall enforce, and the Five Town Cable Advisory Committee shall monitor the Access Corporation's compliance with the terms and conditions of this Agreement and the applicable Cable Television Renewal License.

The Access Corporation shall meet with the Issuing Authorities or the Five Town Cable Advisory Committee, as authorized, to review the Access Corporation's compliance with the Access Agreement and the l Cable Television Renewal License, as well as review other issues related to the Renewal License and this Agreement. Such meetings may be requested by the Issuing Authorities, the Five Town Cable Advisory Committee, the Access Corporation, or the Licensee.

ARTICLE 9 – MISCELLANEOUS

Section 9.1 Assignment and Successor's Bond

This Access Agreement shall inure to the benefit of the Towns and to their successors and assigns. No assignment may be made by the Access Corporation without the express written consent of all of the Towns.

Section 9.2 Waiver and Amendment

Nothing in this Access Agreement shall prevent all parties from agreeing to waive any provisions of this Agreement by mutual consent. Any such waiver shall be in writing and agreed to by all of the Towns, the Access Corporation, and Licensee, if required. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement by the Towns. No waivers or amendments agreed upon pursuant to this Section shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

Section 9.3 Construction

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this Access Agreement.

Section 9.4 Severability

If any section, sentence, paragraph, term, or provision of this Access Agreement is determined to be illegal or unenforceable by any court having jurisdiction, such determination shall have no effect upon the validity of all remaining sections of this Agreement, which shall remain in full force and effect for the full term of this Agreement.

Section 9.5 Force Majeure

If by any reason of Force Majeure, any party is unable in whole or in part to carry out its obligations under this Access Agreement, that party shall not be deemed to be in breach or default during the continuance of such inability. The term "Force Majeure", as used in this Access Agreement shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America or of any of their departments, subdivisions, officials; or of earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential equipment, services, or material beyond the control of any party.

Section 9.6 Entire Agreement

This Access Agreement contains the entire Agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by a written instrument executed by the parties and in the same form as this Agreement.

Section 9.7 Jurisdiction

Jurisdiction and venue over any dispute or judgment rendered pursuant to any Article herein shall be in a federal or state court or agency of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

Section 9.8 Notice

Every notice to be served under this Agreement shall be delivered by hand, sent by certified mail (postage prepaid), or overnight delivery service, and shall be deemed to have been given on the date of hand delivery or on the mailing date thereof. The Parties may also send a required notice by electronic mail as a supplement to, but not instead of, the delivery options set forth in the prior sentence. Notices shall be addressed as follows:

Town of Great Barrington:	Town Manager Great Barrington Town Hall 334 Main Street Great Barrington, MA 01230 (C/O Mark Pruhenski, Town Manager Mpruhenski@townofgb.org)
Town of Lee:	Town Manager Memorial Hall 32 Main Street Lee, MA 01238 (C/O R. Christopher Brittain, Town Administrator Christopher.brittan@lee.ma.us)
Town of Lenox:	Town Manager Lenox Town Hall 6 Walker Street Lenox, MA 01240 (C/O Christopher J. Ketchen, Town Administrator cketchen@townoflenox.com)
Town of Sheffield:	Town Administrator Sheffield Town Hall 21 Depot Square Sheffield, MA 01257 (C/O Rhonda LaBombard, Town Administrator Rlabombard@sheffieldma.gov)
Town of Stockbridge:	Town Administrator Stockbridge Town Offices PO Box 417 50 Main St. Stockbridge, MA 01262-0417 (C/O Michael Canales, Town Administrator townadministrator@stockbridge-ma.gov)

The Access Corporation:
CTSB General Manager
40 Limestone Rd.
Lee, MA 01238
(C/O Rich Fredericks, Executive Directore
Rich@ctsb.org

It shall be the responsibility of each Party to ensure that its mailing address and e-mail address are up to date and accurate. Accordingly, to the extent the mailing address or e-mail address for either Party changes during the term of this Agreement, that Party shall provide written notice to the other Party within sixty (60) days of such a change. For the purpose of providing a new address, the Parties agree that notice by electronic mail shall suffice.

Section 9.9 TOWN'S RIGHT OF INTERVENTION

Each Issuing Authority hereby reserves to itself, and the Access Corporation acknowledges each Issuing Authority's right, to the extent authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving this Agreement, or any provision in this Agreement.

Section 9.10 RESERVATION OF RIGHTS

Acceptance of the terms and conditions of this Agreement will not constitute, nor be deemed to constitute, a waiver, either expressly or impliedly, by the Access Corporation or by the Issuing Authority of any constitutional or legal right, which either party may have or may be subsequently determined to have, either by subsequent legislation or court decisions. The Issuing Authority and Access Corporation acknowledge that each reserve all of their respective rights under applicable Federal and Commonwealth Constitutions and laws.

Section 9.11 Independent Contractor

It is understood and agreed that CTSB is an independent contractor, and that no relationship of principal/agent or employer/employee exists between any of the Five Towns and CTSB. If in the performance of this Agreement any third persons are employed by CTSB, such persons shall be exclusively and entirely under the control, direction and supervision of CTSB. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring and discharge shall be determined by, and shall be the sole responsibility of CTSB, and the Five Towns shall have no right or authority over, or any obligations to any such person.

ARTICLE 10 – EXECUTION

TOWN OF GREAT BARRINGTON, MASSACHUSETTS,
By The Select Board,

_____

_____

_____

_____

_____ Date: _____

The Access Corporation:
COMMUNITY TELEVISION FOR THE
SOUTHERN BERKSHIRES, INC.

By: Mary J. Philpott Date: 3/26/2024
President of the Board of Directors

American Legion

Murphy – Leary Post 298

Cone Avenue

Housatonic, Ma

April 16, 2024

To the: Select-Board and Town Manager

The Murphy – Leary Post 298 request permission to hold our annual Poppy Boot Drive on Main Street, Great Barrington. The boot drive will take place in the road between Gas House Lane and the entrance to JB Hull Oil Inc. The date requested is Saturday May 18th with a rain date of Saturday May 25th.

The hours will be from 10 am – 2 pm.

The American Legion adopted the Memorial Poppy in September 1920 in remembrance of the great loss of life during The Great War of 1914 – 1918. The money raised during the collection supports the welfare of local veterans.

We look forward to your continued support of this event. If there are any concerns that may need to be addressed, let us know so we can attend any necessary meeting!

Sincerely,

Andy Moro

Senior Vice Commander

Post 298

413-770-3002

American Legion

Murphy – Leary, Post 298

Cone Avenue

Housatonic, Ma

April 16, 2024

To the: Select - Board and Town Manager

The Murphy – Leary Post 298 request permission to hand out Poppies for donations in Great Barrington and the Village of Housatonic during the month of May.

The American Legion adopted the Memorial Poppy in September 1920 in remembrance of the great loss of life during The Great War of 1914 – 1918. The money raised during the collection supports the welfare of local veterans.

We look forward to your continued support of this event. If there are any concerns that may need to be addressed, let us know so we can attend any necessary meeting!

Sincerely,

Andy Moro

Senior Vice Commander

Post 298

413-770-3002

Ashlee Van Deusen
5 Ramsey Avenue
Great Barrington, Massachusetts 01230
617-733-2759 // ashlee.t.shaw@gmail.com

April 3, 2024

Great Barrington Selectboard
334 Main Street
Great Barrington, Massachusetts 01230

Dear Great Barrington Selectboard,

I am writing to express my interest in joining the Conservation Commission in light of there being a vacancy. I am a Berkshire native; I grew up in Sheffield and attended Mount Everett High School. After high school, I attended UMass Boston where I obtained my BA in Environmental Science, and then continued my higher education to complete my Masters in Public Administration from Westfield State University. I moved permanently to Great Barrington in 2020, and I currently work in Lenox for Renaissance Investment Group as Senior Business Operations Coordinator.

I have always been interested in nature and natural science, and my interest expanded when I studied Environmental Science in college. My education allowed me to understand the importance of not only protecting and preserving natural resources, but also how we can coexist with nature. Through planning and management, we can make smart choices when developing land to decrease the negative environmental impacts, and effectively manage impacts that are inevitable when altering the land. I believe the Conservation Commission plays an important role in this process. Many people want to alter their land but do not understand the potential impact to the environment, especially when it comes to areas such as storm water management, erosion, and the management of invasive species. The Conservation Commission has a responsibility to the town to help navigate the balance of allowing property owners to use their property while also being mindful of the appropriate regulations and best practices that allow us to protect the environment and continue to live in the beautiful place that is Great Barrington. I believe my education and interest in the area of environmental science makes me a good candidate to serve on the Commission.

I would like to be considered for the vacancy on the Conservation Commission because it is an area of interest to me, and I feel that being involved in the community is very important. I would be glad to give my service to the Town of Great Barrington by serving on the Conservation Commission to assist it keeping the Town a nice place to live, work, and visit.

Thank you for your consideration,

Ashlee Van Deusen

Natalie Amendola

To: Mark Pruhenski; Josh Risen
Subject: RE: Letter of Interest for GB Selectboard

-----Original Message-----
From: Great Barrington Conservation Commission <conservation@townofgb.org>
Sent: Thursday, April 4, 2024 4:58 PM
To: Mark Pruhenski <MPruhenski@Townofgb.org>
Cc: Chris Rembold <crembold@Townofgb.org>
Subject: RE: Letter of Interest for GB Selectboard

Mark & Chris:

Ashlee is a great candidate for the Commission.
We are very fortunate that she brings such a natural interest and commitment to the work we do.

-Shep

Shepley W. Evans
Conservation Agent
Animal Control Officer
Animal Inspector
413-528-1619 X2 then X8
conservation@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

Natalie Amendola

To: Mark Pruhenski; Fred Clark
Cc: Chris Rembold; Josh Risen
Subject: RE: Affordable Housing Trust Fund membership

From: Fred Clark
Sent: Wednesday, April 17, 2024 12:41 PM
To: Mark Pruhenski
Cc: Chris Rembold
Subject: Affordable Housing Trust Fund membership

Mark, Chris,

The Affordable Housing Trust Fund voted to recommend the Select board appoint Peter Most to the open membership vacancy. The vote was 3 in favor, 2 abstentions, and 1 present.
Thank you for your support.
Fred Clark

Town of Great Barrington

334 Main Street, Great Barrington, MA 01230
(413) 528-1619 x2900 | (413) 528-2290 fax

Board, Committee & Commission Appointment Application

Please accept this application for appointment to the: Affordable Housing Trust Fund

Name: Peter J. Most Residential Address: 19 East Mountain Road

Mailing Address (if different): PO Box 148, GB MA 01230

Telephone Number: (213) 675-3601 E-mail Address: petermost@gmail.com

☐ Re-appointment. *If re-appointment, no other information is necessary except signature and date.*

Have you attended a meeting on this Board, Committee or Commission? Yes.

Reason for applying:
I have been deeply interested for some time in expanding affordable housing opportunities for low and moderate income households. I consider affordable housing to be the number one challenge facing our community. I have followed with great interest a number of the programs proposed by the AHTF and would like to support and assist with implementation, if possible.

Relevant experience:
I am a practicing attorney. For 25 years, about my half of practice related to real estate (although not affordable housing) issues. As an Edge columnist, I have spent considerable time considering housing issues and offering various ways our state and community could address our lack of affordable housing. At Rep. Pignatelli's request, I recently drafted an amendment to the Governor's proposed bond bill to implement a proposal outlined in one of my Edge columns. Also, I am currently working with a group that is seeking to expand workforce housing opportunities both in Great Barrington and other South County communities.

Signature: Date: 4/1/2024

*Please feel free to include a copy of your resume and any other relevant materials. Return to the Selectboard/Town Manager's Office.

PETER J. MOST

Of Counsel
(213) 675-3601
pmost@mancinishenk.com

Peter J. Most specializes in complex commercial litigation, representing partnerships, corporations, and high-net-worth individuals in the areas of partnership, real estate, finance, securities, trade secret, and professional negligence. Peter has litigated numerous contractual commercial disputes in federal and state courts and before arbitration panels, regularly prosecuting matters both for and against Fortune 500 and private companies. Peter's clients include entities in a range of industries, including major real estate developers, financial institutions, energy companies, hedge funds, and manufacturers across all sectors of the economy. Peter's matters often include claims for breach of contract, breach of fiduciary duty, fraud, professional negligence, and misappropriation of trade secrets. Additionally, Peter has served as a trustee for trusts generally invested in real estate and commercial holdings, as well as trusts for high-net-worth individuals.

Prior to Mancini Shenk, Peter was a partner at Arent Fox, a principal at McKool Smith, a partner/associate at Hennigan, Bennett & Dorman, and an associate at Howrey& Simon and Paul Hastings.

Representative Matters

- Represented several large US financial institutions in connection with their purchase of nearly $1 billion of Parmalat-related securities. The case settled on terms favorable to the clients.
- Represented several large US financial institutions in litigation against Wall Street banks in connection with their purchases of more than $1 billion of Enron and Enron-related securities. The matters settled successfully on confidential terms.
- Represented Rabobank, the third largest Dutch bank, in a $500 million fraud action against the largest Canadian bank related to the sale of certain Enron-related derivative securities and structured financings. The dispute settled favorably on confidential terms.
- Represented Orange County in its securities litigation against various investment banks and other professional advisors following its Chapter 9 bankruptcy filing. The matters concluded successfully, obtaining $872 million in settlements.
- Represented both Maguire Properties, the commercial office developer, and the firm's founder in a series of separate contract disputes in court and in arbitrations related to various office projects.
- Representation of both lenders and borrowers in connection with commercial real estate loans and lender liability actions.
- Represented asphalt manufacturer in connection with alleged breach of requirements contract, obtaining highly favorable settlement.

- Represented Thomas Properties Group, Alcion Ventures, Joslyn Trust, Mesa West Capital, Watson Land Company, Kaiser Permanente, Maguire Aviation, and the City of Santa Monica in various real estate matters, working on projects including Playa Vista, 3161 Michelson, Four Seasons Residences, downtown Pacific Palisades, and 444 South Flower.
- Represented approximately 50 investment companies accusing a national bank of improperly inducing the companies to loan The Fontainebleau Resort project in Las Vegas hundreds of millions of dollars immediately prior to the project's bankruptcy.
- Represented the Creditor's Committee for the estate of Northview Corporation in an action to recover corporate assets unlawfully distributed to former officers, directors, and shareholders of Northview Corporation in a complex tender offer and related merger transaction and in claims against Northview's former counsel and investment banker for their role in the transaction.
- Represented global energy company in claims for fraud and tortious interference in connection with a contract to construct a power plant.
- Represented San Diego Gas & Electric in a contract dispute with NaturEner involving a wind farm in Montana and compliance with federal laws relating to preservation of wildlife habitat.
- Represented note purchasers against Warburg Pincus and FTI Consulting alleging securities violations, fraud, and negligent misrepresentation.
- Represented designer of regenerative thermal oxidizers in action for breach of contract and negligence claims.

Education

Peter received his J.D. at George Washington University, and his B.A. with high honors from the University of California, Santa Barbara.

Bar Admissions

Peter is admitted to the California, New York, and Massachusetts bars, and admitted to practice before all the state and federal courts of each.

Recognitions and Professional Activities

Peter is a Southern California Super Lawyer (2007-2024), AV Peer Review Rated by Martindale-Hubbell®, and former Editor in Chief of one of his law school's publications. He has been a member of the United States District Court Merit Selection Panel for Magistrate Judges for the United States District Court for the Central District of California; Los Angeles County Bar Association Judicial Appointments Committee; American Bar Association, Business Law Section; Association of Business Trial Lawyers; Los Angeles County Bar Association, Judge Pro Tem, Los Angeles County Superior Court, and Mediator, Los Angeles County Superior Court.

Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

Design Advisory Committee

April 18, 2024

Selectboard
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

Re: Design Advisory Committee Member

Dear Members of the Selectboard:

The Design Advisory Committee voted to recommend Bobby Houston for the vacancy on the Committee. DAC members feel that Mr. Houston had shown a commitment to the community making him a good candidate for DAC.

Thank you for your attention to this matter.

Sincerely,

Kimberly L. Shaw

Kimberly L. Shaw
Secretary