

Mark Pruhenski
Town Manager

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www.townofgb.org



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Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

REVISED AGENDA 9 c. added

Selectboard Meeting via Zoom and in person at 334 Main Street Great Barrington MA
Order of Agenda for Tuesday, December 12, 2023, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84727797185?pwd=NDFRUjFITE12eDN3bE5LaTNBQ0RmZz09>

Webinar ID: 84727797185

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, at www.townofgb.org. For this meeting, members of the public and committee members may attend the meeting in person, or, for those who wish to do so remotely may by following the instructions at the top of this agenda. For those who are not in-person every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

1. CONVENE AS SEWER COMMISSIONERS
 - a. Review/ vote to approve sewer abatements
2. CALL TO ORDER SELECTBOARD REGULAR MEETING
3. APPROVAL OF MINUTES
 - a. November 20, 2023
4. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
5. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
6. LICENSES AND PERMITS
 - a. Annual Selectboard License Renewals
 - i. As per list attached

7. PUBLIC HEARINGS

- a. Guido's Quality Fruit and Produce, Inc. Application for Multiple Amendments to Liquor License – Change of Officers/Directors/LLC Managers, Change of Stock Interest, Change of Corporate Name or DBA, Change of Pledge of License, Stock or Inventory, Change of Manager, and Alteration of Premises, at 760 South Main Street, Great Barrington, MA 01230
 - i. Open Public Hearing
 - ii. Explanation of the Project
 - iii. Public comments, speak in favor or opposition
 - iv. Questions from the Selectboard
 - v. Comments from other Boards
 - vi. Close Public Hearing
 - vii. Selectboard discussion
 - viii. Motion to continue/deny/grant
- b. Continued from November 20, 2023: Special Permit application from Michelle Maki, d/b/a Midori's Garden LLC, 920 Main Street, Great Barrington, for a marijuana cultivation and manufacturing establishment in an Industrial zone at 920 Main Street. The application is filed in accordance with Sections 3.1.4 C (13), 7.18 and 10.4 of the Zoning Bylaw.
 - i. Open Public Hearing
 - ii. Explanation of the Project
 - iii. Public comments, speak in favor or opposition
 - iv. Questions from the Selectboard
 - v. Comments from other Boards
 - vi. Close Public Hearing
 - vii. Selectboard discussion
 - viii. Findings
 - ix. Motion to continue/deny/grant

8. PREVIOUS BUSINESS

9. NEW BUSINESS

- a. Ramsdell Library Community Preservation Act Application - Request for Selectboard Support
- b. Joint Letter with Rest of River Towns – In support of rail transportation for the Rest of River clean-up plan
- c. Request to Subordinate a Real Property Lien from the Community Development Block Grant Fiscal Year 2014 Housing Rehabilitation Program

10. 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.

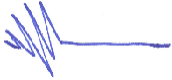
11. SELECTBOARD'S TIME

12. MEDIA TIME

13. ADJOURNMENT

NEXT SELECTBOARD MEETING

January 8, 2024 January 22, 2024 February 12, 2024 February 26, 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.



**TOWN OF GREAT BARRINGTON
MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

DATE: December 7, 2023

TO: Mark Pruhenski, Town Manager

FROM: Joe Aberdale, DPW Superintendent

SUBJECT: Sewer Abatements – for the Period 01/01/2023 through 06/30/2023

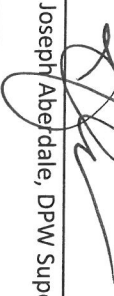
Paula Ely, WWTP Superintendent, and I met to discuss the requests of those persons applying for an abatement of their sewer bill. After careful consideration of the information submitted and field data gathered during site visits, we herewith make the following recommendations relative to those applications.

The following temporary and permanent sewer abatement applications were received and approved for the reason stated on the application. (see enclosed)

cc: Paula Ely, Wastewater Superintendent
Alicia Dulin, Tax Collector / Treasurer

Sewer Abatelements from January 1, 2023 thru June 30, 2023

| APPLICANT | SERVICE ADDRESS | CURRENT BILLING | ABATEMENT | DURATION | DPW RECOMMENDATION | REASON PROVIDED |
|----------------------------|-----------------------------|-----------------|-----------|-----------|--------------------|--|
| Jeanne Holcomb | 226 Prospect St Hous. | \$736.00 | \$184.00 | temporary | yes | Apartment unoccupied. No one lives in it |
| Westgood-James Mercer | 283 Main St, GB | \$368.00 | \$184.00 | temporary | yes | Storage, no Sanitary facilities |
| Gary Storti | 77 East St | \$368.00 | \$184.00 | temporary | yes | Home not used-empty-water shut off 5-3-2010 |
| John Fitzgerald | 114 Cottage St, GB | \$368.00 | \$184.00 | temporary | yes | House Unoccupied |
| Sibeal Trust | 506 S. Main St, GB | \$736.00 | \$368.00 | temporary | yes | Under Construction no Sanitary Facilities |
| Patrick Hollenbeck | 1075 Main St, GB | \$736.00 | \$184.00 | temporary | yes | 2nd Unit Vacant-Gutted-Needs complete Renovation- |
| 286 Park LLC | 286 Park, Housatonic | \$736.00 | | | no | Unit 2 vacant since 1/23 for renovation, bathroom not usable, waiting for complete renovation by contractor. - |
| Alton Stalker | 39 Humphrey St, GB | \$736.00 | \$184.00 | temporary | yes | The upstairs apartment vacant needed repairs. 2 toilets in house, 1 toilet in barn, only resident, barn toilet has been out of use since June. |
| Ellyn Murtagh | 21 Highland Drive, GB | \$736.00 | | | no | Increase of Rates, added expenses. Fixed income. |
| Elizabeth Rockerfeller | 284 Park St North, GB | \$368.00 | | | no | Home empty water off |
| Kathleen Haughian | 207 Collage Street, Hous | \$368.00 | \$184.00 | temporary | yes | 2nd floor unoccupied-No use of sewer or water |
| Ruth Blanchard | 54 East St, GB | \$736.00 | \$184.00 | temporary | yes | Duplex 34-36 used as a single residence |
| Jane & Bob Holcomb | 36 Cottage | \$736.00 | \$184.00 | temporary | yes | 1 person in house do not do laundry in house anymore. |
| Louise Briggs | 39 Christian Hill Rd | \$368.00 | | | no | Renovating Appt will be living in house- 2 occupants - 1 bathroom |
| Laura Spuches Mahajan | 127 Bridge St | \$736.00 | \$184.00 | temporary | yes | Apt 129-1(1st floor) & 129-2 (2nd floor) needs repair unoccupied |
| George Guerrero | 127-129 Castle Hill Ave, GB | \$1,143.50 | \$368.00 | temporary | yes | 1 person living in house |
| Benjamin Rice | 58 High Street | \$368.00 | | | no | 1 person using facilities, mother who lives upstairs uses diapers. |
| Paul Boden | 83 High Ave | \$736.00 | | | no | House condemnend in 2009 no one living in the house. Mom in nursing home. No water since 7/1/2009 |
| Dorothy Capagee (deceased) | 228 East St, GB | \$368.00 | \$184.00 | temporary | yes | No house on property - just a lot |
| Susan Shoval | 166 Castle Hill Ave | \$368.00 | \$368.00 | permanent | yes | |



 Joseph Abdelale, DPW Super Date 12/7/2023

Non-Alcoholic Licenses

Common Victualler

| | | | | | |
|----|-----------------------------------|-------------------------------|---------------------------------|-------------------|----|
| 1 | 1Shree-3 LLC | 229 Stockbridge Road | Monday-Sunday 5:00am-10:00pm | Common Victualler | * |
| 2 | Bogie's Restaurant | 935 Main Street | Monday-Sunday 8:00am-2:00am | Common Victualler | * |
| 3 | Agaves Mexican Grill | 389 Stockbridge Road | Monday-Sunday 8:00am-10:00pm | Common Victualler | |
| 4 | Café Adam | 420 Stockbridge Road, Suite 3 | Tuesday-Sunday 5:00pm-9:00pm | Common Victualler | |
| 5 | Taqueria Azteca | 284 Main Street, Suite 112 | Monday-Sunday 10:00am-10:00pm | Common Victualler | * |
| 6 | Manhattan Pizza Company | 490 Main Street | Monday-Sunday 11:00am-10:00pm | Common Victualler | * |
| 7 | Berkshire Food Co-op | 42 Bridge Street | Monday-Sunday 8:00am-7:00pm | Common Victualler | ** |
| 8 | Fairview Hospital | 29 Lewis Ave | Monday-Sunday 6:30am-7:00pm | Common Victualler | |
| 9 | Barrington Brewery | 420 Stockbridge Road Suite#7 | Monday-Sunday 11:30am-12:00am | Common Victualler | |
| 10 | Number Ten | 10 Castle Street | Monday-Sunday 5:00pm-10:00pm | Common Victualler | |
| 11 | Big Y World Class Market #22 | 700 South Main Street | Monday-Sunday 7:00am-10:00pm | Common Victualler | |
| 12 | Bizalion's Fine Food | 684 Main Street, Ste 3 | Monday-Sunday 9:00 am - 7:30 pm | Common Victualler | |
| 13 | Cove Bowling & Entertainment | 109 Stockbridge Road | Monday-Sunday 9:00am-12:00am | Common Victualler | |
| 14 | Crissey Farm Catering, Inc. | 426 Stockbridge Road | Monday-Sunday 11:00am-12:00am | Common Victualler | |
| 15 | Cumberland Farms #6668 | 140 Main Street | Monday-Sunday 5:00am-12:00am | Common Victualler | |
| 16 | South Main Xtra Mart | 696 South Main Street | Monday-Sunday 24 hours | Common Victualler | |
| 17 | Baba Louie's Organic Sour Dough | 286 Main Street | Monday-Sunday 12:00pm-9:00pm | Common Victualler | |
| 18 | Extra Special Teas | 2 Elm Street | Monday-Sunday 10:00am-5:00pm | Common Victualler | |
| 19 | Extra Special Teas | 226 Pleasant Street | Monday-Sunday 9:00am-5:00pm | Common Victualler | |
| 20 | Farm Country Soup, Inc. | 389 Stockbridge Road | Tuesday-Saturday 11:00am-4:00pm | Common Victualler | ** |
| 21 | Fiddleheads Grille | 999 Main Street | Monday-Sunday 11:00am-12:30am | Common Victualler | * |
| 22 | Fiesta Bar & Grill | 284 Main Street, Suite #11 | Monday-Sunday 11:00am-10:00pm | Common Victualler | |
| 23 | Fuel | 293 Main Street | Monday-Sunday 7:00am-4:00pm | Common Victualler | * |
| 24 | Great Wall | 87 State Road | Monday-Sunday 11:am-10:30pm | Common Victualler | |
| 25 | Four Brothers Pizza | 100 Stockbridge Road | Monday-Sunday 11:00am-10:00pm | Common Victualler | |
| 26 | Gorham & Norton | 278 Main Street | Monday-Saturday 8:00am-6:00pm | Common Victualler | |
| 27 | Granville House | 98 Division Street | Monday-Sunday 24hrs. | Common Victualler | * |
| 28 | Carly's Angels | 200 Main Street | Monday-Sunday 6:30am-10:00pm | Common Victualler | * |
| 29 | Marketplace Specialty Food Shop | 265 Stockbridge Road | Monday-Sunday 9:00am-7:00pm | Common Victualler | |
| 30 | Pizza House | 36 State Road | Monday-Sunday 11:00am-9:00pm | Common Victualler | |
| 31 | The Elm Railroad Street | 20 Railroad Street | Sunday-Saturday 10:00am-1:00am | Common Victualler | * |
| 32 | Guido's Fresh Marketplace | 760 Main Street | Monday-Sunday 9:00am-7:00pm | Common Victualler | |
| 33 | Great Barrington Sunoco | 190 State Road | Monday-Sunday 6:00am-10:00pm | Common Victualler | |
| 34 | Pleasant & Main | 1063 Main Street | Tuesday-Sunday 7:00am-9:00pm | Common Victualler | |
| 35 | i.e. Inc. | 380 State Road | Monday-Sunday 8:00am-8:00pm | Common Victualler | |
| 36 | i.e. Inc. | 380A State Road | Monday-Sunday 8:00am-8:00pm | Common Victualler | |
| 37 | Bizen Gourmet Japanese | 17 Railroad Street | Monday-Sunday 10:00am-9:00pm | Common Victualler | * |
| 38 | James A. Modolo Post #8348 VFW In | 800 Main Street | Monday-Sunday 12:00pm-11:59pm | Common Victualler | * |

| | | | | | |
|------------------------------|---------------------------------|-------------------------------|---|-----------------------|-------|
| 39 | The Great Barrington Bagel Co. | 777 Main Street | Monday-Friday 6:30am-3:00pm; Saturday-Sunday 7:00am-3:00pm | Common Victualler | ** |
| 40 | Koii Chinese Restaurant | 302 State Road | Monday-Sunday 11:00am-9:30pm | Common Victualler | * |
| 41 | Aegean Breeze | 327 Stockbridge Road | Monday-Sunday 11:00am-10:00pm | Common Victualler | * |
| 42 | Liptonmart #606 | 246 Stockbridge Road | Monday-Sunday 6:00am-11:00pm | Common Victualler | |
| 43 | Aroma Bar and Grill | 485 Main Street | Saturday-Tuesday 12:00pm-9:00pm; Sunday-Monday 4:00pm-9:00pm | Common Victualler | *, ** |
| 44 | Marjoram + Roux | 47 Railroad Street | Monday-Saturday 8:00am-5:00pm | Common Victualler | |
| 45 | McDonald's #2809 | 302 Stockbridge Road | Monday-Sunday 7:00am-10:00pm | Common Victualler | |
| 46 | GB Eats | 282 Main Street | Monday-Sunday 7:00am-9:00pm | Common Victualler | * |
| 47 | Momma Lo Southern Style BBQ | 284 Main Street | Monday-Sunday 11:00am-9:00pm | Common Victualler | |
| 48 | Mooncloud | 47 Railroad Street, Unit 1A | Tuesday - Sunday 3:00pm-1:00am | Common Victualler | |
| 49 | Naji's | 401 Stockbridge Road, Suite 2 | Monday-Saturday 9:00am-11:00pm | Common Victualler | |
| 50 | Patisserie Lenox | 313 Main Street | Monday-Sunday 8:00am-6:00pm | Common Victualler | |
| 51 | Rio | 403 Stockbridge Road | Monday-Sunday 7:00am-9:00pm | Common Victualler | * |
| 52 | Price Chopper #155 | 300 Stockbridge Road | Sunday-Saturday 7:00am-11:00pm | Common Victualler | |
| 53 | Rubiner's Café | 264 Main Street - Unit 2 | Monday-Sunday 7:00pm-11:00pm | Common Victualler | |
| 54 | A & B Package and Variety | 10 Depot Street | Monday-Sunday 6:30am-10:00pm | Common Victualler | |
| 55 | Market Place Kitchen Table | 240 Stockbridge Road | Monday-Sunday 7:00am-9:00pm | Common Victualler | |
| 56 | Shiro | 105 Stockbridge Road | Monday-Sunday 10:00am-9:00pm | Common Victualler | |
| 57 | Soco Creamery | 5 Railroad Street | Monday-Sunday 12:00pm-10:00pm | Common Victualler | * |
| 58 | Dunkin Donuts | 494 Main Street | Monday-Sunday 5:00am-10:00pm | Common Victualler | |
| 59 | Steam Noodle Café, LLC | 284 Main Street, Store #9 | Monday-Sunday 10:00am-9:00pm | Common Victualler | |
| 60 | Fairfield Inn & Suites | 249 Stockbridge Road | Monday-Sunday 24hrs | Common Victualler | |
| 61 | Domaney's Liquors & Fine Foods | 66 Main Street | Monday-Sunday 10:00am-9:00pm | Common Victualler | |
| 62 | Taft Farms | 119 Park Street | Monday-Sunday 8:00am-6:00pm | Common Victualler | |
| 63 | Siam Square Fine Thai Cuisine | 290 Main Street | Monday- Sunday 11:30am-11:00pm | Common Victualler | |
| 64 | The Bistro Box | 937 Main Street | Monday-Sunday 11:00am-7:00pm | Common Victualler | |
| 66 | The East Asian Restaurant | 305 Stockbridge Road | Tuesday-Sunday 11:00am-10:00pm | Common Victualler | |
| 68 | The Well | 312 Main Street | Monday-Sunday 11:00am-1:00am | Common Victualler | |
| 69 | Thornewood Inn | 453 Stockbridge Road | Monday-Sunday 7:00am-11:59pm | Common Victualler | |
| 70 | Windflower Inn | 684 S Egremont Road | Monday-Sunday 24hrs | Common Victualler | * |
| 71 | Miller's Pub | 280 Main Street | Monday-Sunday 11:00am-11:00pm | Common Victualler | |
| 72 | Triplex Cinema | 70 Railroad Street | Monday-Sunday 9:00am-11:59pm | Common Victualler | |
| 73 | Vivaldi's Pizzeria | 325 Stockbridge Road | Monday-Sunday 11:00am-11:00pm | Common Victualler | |
| 74 | Prairie Whale | 178 Main Street | Monday-Sunday 11:00am-1:00am | Common Victualler | |
| 75 | Wyantenuck Country Club | 46 West Sheffield Road | Monday-Sunday 10:00am-10:00pm | Common Victualler | |
| 76 | Xicohtencatl Mexican Restaurant | 50 Stockbridge Road | Monday-Sunday 12:00pm-10:00pm | Common Victualler | |
| Weekday Entertainment | | | | | |
| 1 | Bogie's Restaurant | 935 Main Street | Monday-Saturday 12:00pm-11:59pm | Weekday Entertainment | * |
| 2 | Berkshire Food Co-op | 42 Bridge Street | Monday-Sunday 8:00am-7:00pm | Weekday Entertainment | ** |
| 3 | Number Ten | 10 Castle Street | Friday & Saturday 7:00pm-10:00pm | Weekday Entertainment | |

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|--|----------------------------|---------------------------------|-----------------------|----|
| 4 Crissey Farm Catering, Inc. | 426 Stockbridge Road | Monday-Saturday 11:00am-11:59pm | Weekday Entertainment | |
| 5 Fiesta Bar & Grill James A. Modolo Post #8348 VFW | 284 Main Street, Suite #11 | Monday-Friday 8:00pm-2:00am | Weekday Entertainment | |
| 6 Inc. | 800 Main Street | Monday-Saturday 12:00pm-12:00am | Weekday Entertainment | * |
| 7 Thornewood Inn | 453 Stockbridge Road | Monday-Saturday 10:00am-11:59pm | Weekday Entertainment | |
| 8 Triplex Cinema | 70 Railroad Street | Monday-Saturday 8:00am-11:59pm | Weekday Entertainment | |
| 9 Wyantenuck Country Club | 46 West Sheffield Road | Monday-Saturday 10:00am-10:00pm | Weekday Entertainment | |
| 10 Xicohtencatl Mexican Restaurant | 50 Stockbridge Road | Tuesday-Saturday 6:00pm-11:00pm | Weekday Entertainment | |
| 11 Bard College at Simon's Rock | 84 Alford Road | Monday-Saturday 1:00pm-11:59pm | Weekday Entertainment | * |
| 12 Berkshire South Regional Community Center | 15 Crissey Road | Monday-Saturday 10:00am-11:59pm | Weekday Entertainment | |
| 13 Guthrie Center | 2 VanDeusenville Road | Monday-Saturday 9:00am-11:59pm | Weekday Entertainment | |
| 14 Mahaiwe Performing Arts Center Inc | 14 Castle Street | Monday-Saturday 10:00am-11:00pm | Weekday Entertainment | |
| 15 Saint James Place | 352 Main Street | Monday-Saturday 8:00am-11:00pm | Weekday Entertainment | |
| 16 Unitarian Universalist | 1089 Main Street | Monday-Saturday 10:00am-10:00pm | Weekday Entertainment | ** |

Sunday Entertainment

| | | | | |
|--|----------------------------|----------------|----------------------|----|
| 1 Bogie's Restaurant | 935 Main Street | 1:00pm-11:59pm | Sunday Entertainment | * |
| 2 Fiesta Bar & Grill | 284 Main Street, Suite #11 | 9:00am-11:59pm | Sunday Entertainment | |
| 3 James A. Modolo Post #8348 VFW In | 800 Main Street | 1:00pm-11:59pm | Sunday Entertainment | * |
| 4 Thornewood Inn | 453 Stockbridge Road | 1:00pm-11:59pm | Sunday Entertainment | |
| 5 Triplex Cinema | 70 Railroad Street | 9:00am-11:59pm | Sunday Entertainment | |
| 6 Bard College at Simon's Rock | 84 Alford Road | 1:00pm-11:59pm | Sunday Entertainment | * |
| 7 Berkshire South Regional Community Center | 15 Crissey Road | 1:00pm-11:59pm | Sunday Entertainment | |
| 8 Guthrie Center | 2 VanDeusenville Road | 1:00pm-11:59pm | Sunday Entertainment | |
| 9 Mahaiwe Performing Arts Center Inc | 14 Castle Street | 1:00pm-11:59pm | Sunday Entertainment | |
| 10 Saint James Place | 352 Main Street | 9:00am-11:59pm | Sunday Entertainment | ** |

Innholders

| | | | |
|---------------------------|----------------------|------------|---|
| 1 Thornewood Inn | 453 Stockbridge Road | Innholders | |
| 2 Windflower Inn | 684 S Egremont Road | Innholders | * |
| 3 The Lantern House Motel | 256 Stockbridge Road | Innholders | * |
| 4 Wind in the Pines | 949 Main Street | Innholders | |
| 5 Briarcliff Motel | 506 Stockbridge Road | Innholders | |
| 6 Monument Mountain Motel | 247 Stockbridge Road | Innholders | |
| 7 Travelodge | 400 Stockbridge Road | Innholders | |
| 8 East Rock Inn | | Innholders | |
| 9 Quality Inn | 372 Main Street | Innholders | * |
| 10 The Barrington | 281 Main Street | Innholders | |
| 11 Holiday Inn Express | 415 Stockbridge Road | Innholders | |
| 12 Fairfield Inn & Suites | 249 Stockbridge Road | Innholders | |
| 13 Granville House | 98 Division Street | Innholders | * |
| 14 Wainwright Inn | 518 Main Street | Innholders | |

Amusement Device

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|----------------------|-----------------|-----------|------------------|---|
| 1 Bogie's Restaurant | 935 Main Street | 4 Devices | Amusement Device | * |
|----------------------|-----------------|-----------|------------------|---|

Motion Picture

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|--------------------------------------|--------------------|--|----------------|--|
| 1 Triplex Cinema | 70 Railroad Street | | Motion Picture | |
| 2 Mahaiwe Performing Arts Center Inc | 14 Castle Street | | Motion Picture | |

Bowling

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|--------------------------------|----------------------|--|---------|--|
| 1 Cove Bowling & Entertainment | 109 Stockbridge Road | | Bowling | |
|--------------------------------|----------------------|--|---------|--|

Class II Auto

| | | | | |
|--------------------------------------|-------------------------|--|---------------|---|
| 1 7 & 23 Motor Sales | 195 State Road | | Class II Auto | |
| 2 Formel Auto Salvage | 21 Van Deusenville Road | | Class II Auto | |
| 3 D.A.Dempsey Auto Sales | 446 Stockbridge Road | | Class II Auto | * |
| 4 Decker's Auto Body Inc. & Mechanic | 91 State Road | | Class II Auto | |
| 5 JD Automotive | 93 State Road | | Class II Auto | |
| 6 Larkin Ltd. Enterprises, LLC | 974 Main Street Ste. 1 | | Class II Auto | |
| 7 Johnnys Garage | 163 Front Street | | Class II Auto | |
| 8 John's Auto Body | 1035 Main Street | | Class II Auto | |
| 9 TireKickers.com LLC | 20 Castle Street | | Class II Auto | * |

Class III Auto

| | | | | |
|--------------------------------------|-------------------------|--|----------------|--|
| 1 Formel Auto Salvage | 21 Van Deusenville Road | | Class III Auto | |
| 2 Decker's Auto Body Inc. & Mechanic | 91 State Road | | Class III Auto | |
| 3 John's Auto Body | 1035 Main Street | | Class III Auto | |

Alcohol Licenses

Resturant All Alcoholic

| | | | | |
|-----------------------------------|-------------------------------|--|-------------------------|---|
| 1 Aegean Breeze | 327 Stockbridge Road | | Resturant All Alcoholic | * |
| 2 Agaves Mexican Grill | 389 Stockbridge Road | | Resturant All Alcoholic | |
| 3 Aroma Bar and Grill | 485 Main Street | | Resturant All Alcoholic | * |
| 4 Baba Louie's Organic Sour Dough | 286 Main Street | | Resturant All Alcoholic | |
| 5 Bizen Gourmet Japanese | 17 Railroad Street | | Resturant All Alcoholic | * |
| 6 Bogie's Restaurant | 935 Main Street | | Resturant All Alcoholic | * |
| 7 Café Adam | 420 Stockbridge Road, Suite 3 | | Resturant All Alcoholic | |
| 8 Cove Bowling & Entertainment | 109 Stockbridge Road | | Resturant All Alcoholic | |
| 9 Crissey Farm Catering, Inc. | 426 Stockbridge Road | | Resturant All Alcoholic | |
| 10 Fiddleheads Grille | 999 Main Street | | Resturant All Alcoholic | * |
| 11 Fiesta Bar & Grill | 284 Main Street, Suite #11 | | Resturant All Alcoholic | |
| 12 Four Brothers Pizza | 100 Stockbridge Road | | Resturant All Alcoholic | |
| 13 GB Eats | 282 Main Street | | Resturant All Alcoholic | * |
| 14 i.e. Inc. | 380 State Road | | Resturant All Alcoholic | |
| 15 i.e. Inc. | 380A State Road | | Resturant All Alcoholic | |
| 16 Koi Chinese Restaurant | 302 State Road | | Resturant All Alcoholic | * |
| 17 Manhattan Pizza Company | 490 Main Street | | Resturant All Alcoholic | * |

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|------------------------------------|-----------------------------|---------------------------|
| 18 Market Place Kitchen Table | 240 Stockbridge Road | Resturant All Alcoholic |
| 19 Miller's Pub | 280 Main Street | Resturant All Alcoholic |
| 20 Mooncloud | 47 Railroad Street, Unit 1A | Resturant All Alcoholic |
| 21 Number Ten | 10 Castle Street | Resturant All Alcoholic |
| 22 Prairie Whale | 178 Main Street | Resturant All Alcoholic |
| 23 Rubiner's Café | 264 Main Street - Unit 2 | Resturant All Alcoholic |
| 24 The East Asian Restaurant | 305 Stockbridge Road | Resturant All Alcoholic |
| 25 The Elm Railroad Street | 20 Railroad Street | Resturant All Alcoholic * |
| 26 The Well | 312 Main Street | Resturant All Alcoholic |
| 27 Thornewood Inn | 453 Stockbridge Road | Resturant All Alcoholic |
| 28 Triplex Cinema | 70 Railroad Street | Resturant All Alcoholic * |
| 29 Xicohtencatl Mexican Restaurant | 50 Stockbridge Road | Resturant All Alcoholic |
| 30 Steam Noodle Café, LLC | 284 Main Street, Store #9 | Resturant All Alcoholic |

Resturant Wine & Malt

| | | |
|--------------------------------------|-------------------------------|-----------------------|
| 1 Pizza House | 36 State Road | Resturant Wine & Malt |
| 2 Barrington Brewery and Restaurant | 420 Stockbridge Road Suite#7 | Resturant Wine & Malt |
| 3 Bizalion's Fine Food | 684Main Street, Ste 3 | Resturant Wine & Malt |
| 4 Mahaiwe Performing Arts Center Inc | 14 Castle Street | Resturant Wine & Malt |
| 5 Naji's | 401 Stockbridge Road, Suite 2 | Resturant Wine & Malt |

Innholders

| | | |
|------------------|-----------------|------------|
| 1 The Barrington | 281 Main Street | Innholders |
|------------------|-----------------|------------|

Veterans Club

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|-------------------------------------|-----------------|-------------------------------|
| 1 James A. Modolo Post #8348 VFW In | 800 Main Street | Veterans Club All Alcoholic * |
|-------------------------------------|-----------------|-------------------------------|

Retail Package All Alcoholic

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|---|-----------------------|------------------------------|
| 1 A & B Package and Variety Big Y World Class Market #22/Table | 10 Depot Street | Retail Package All Alcoholic |
| 2 & Vine | 700 South Main Street | Retail Package All Alcoholic |
| 3 Domaney's Liquors & Fine Foods | 66 Main Street | Retail Package All Alcoholic |
| 4 Gorham & Norton | 278 Main Street | Retail Package All Alcoholic |
| 5 Guido's Fresh Marketplace | 760 Main Street | Retail Package All Alcoholic |
| 6 Plaza Package | 155 State Road | Retail Package All Alcoholic |
| 7 Trotta's Fine Wine & Spirits | 490 Main Street | Retail Package All Alcoholic |

Retail Package Wine & Malt

| | | |
|-----------------------------------|--------------------------|----------------------------|
| 1 Berkshire Food Co-op | 42 Bridge Street | Retail Package Wine & Malt |
| 2 Depart Wines | 28 Railroad Street | Retail Package Wine & Malt |
| 3 Marketplace Specialty Food Shop | 265 Stockbridge Road | Retail Package Wine & Malt |
| 4 Rubiner's Chee | 264 Main Street - Unit 1 | Retail Package Wine & Malt |



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for:

☐ **CHANGE OF CATEGORY**

\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Category Application
Vote of the Entity Board
Advertisement*
Abutter's Notification*

☐ **CHANGE OF LICENSE TYPE**

\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
Change of License Type Application
Vote of the Entity Board
Advertisement*

CHANGE OF CORPORATE STRUCTURE

☐ \$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Corporate Structure Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, **Business Certificate**
If partnership, **Partnership Agreement**
If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

CHANGE OF CLASSIFICATION

☐ \$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Classification Application
Vote of the Entity Board
Abutter's Notification*
Advertisement*



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www.mass.gov/abcc*

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):



CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing [See Supporting Documents Booklet Item 2](#)

DUA Certificate of Compliance [See Supporting Documents Booklet Item 3](#)

Change of Officers/Directors Application

Vote of the Entity Board [See Application Page 15](#)

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.* [See Supporting Documents Booklet Item 4](#)

Business Structure Documents

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth [See Supporting Documents Booklet Item 6](#)



CHANGE OF OWNERSHIP INTEREST (e.g. LLC Members, LLP Partners, Trustees etc.)

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.*

Business Structure Documents

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*



CHANGE OF STOCK INTEREST (e.g. New Stockholders or Transfer or Issuance of Stock)

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing [See Supporting Documents Booklet Item 2](#)

DUA Certificate of Compliance [See Supporting Documents Booklet Item 3](#)

Change of Officers/Directors Application

Financial Statement [See Application Page 13](#)

Vote of the Entity Board [See Application Page 15](#)

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal.* [See Supporting Documents Booklet Item 4](#)

Business Structure Documents

If Sole Proprietor, **Business Certificate**

If partnership, **Partnership Agreement**

If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth [See Supporting Documents Booklet Item 6](#)

Purchase and Sale Agreement [See Supporting Documents Booklet Items 9 and 10](#)

Supporting Financial Records [See Application Page 13](#)

Advertisement*

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*



The Commonwealth of Massachusetts
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www.mass.gov/abcc

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☒ **CHANGE OF CORPORATE NAME OR DBA**

\$200 fee via [ABCC website](#) and Payment Receipt (Corporate Name Only)

Monetary Transmittal Form

DOR Certificate of Good Standing (Corporate Name Only)

See Supporting Documents Booklet Item 2

DUA Certificate of Compliance (Corporate Name Only)

See Supporting Documents Booklet Item 3

Change of Corporate Name/DBA Application

See Supporting Documents Booklet Item 8

Vote of the Entity Board

See Application Page 15

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

See Supporting Documents Booklet
Item 6

☒ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

\$200 fee via [ABCC website](#) and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

See Supporting Documents Booklet Item 2

DUA Certificate of Compliance

See Supporting Documents Booklet Item 3

Change of Pledge of License, Stock or Inventory Application

Vote of the Entity Board

See Application Page 15

Pledge documentation

See Supporting Documents Booklet Items 9 and 10

Promissory note

See Supporting Documents Booklet Items 9 and 10

CHANGE OF MANAGER



\$200 fee via [ABCC website](#) and Payment Receipt

Monetary Transmittal Form

Change of Manager Application

Vote of the Entity Board

See Application Page 15

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

See Supporting Documents Booklet Item 4

Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.

See Supporting Documents Booklet Item 5



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
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APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐

CHANGE OF LOCATION

\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☒

ALTERATION OF PREMISES

\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board [See Application Page 15](#)
Supporting financial records [See Application Page 15 and See Supporting Documents Booklet Items 9 and 10](#)
Legal Right to Occupy [See Supporting Documents Booklet Item 7](#)
Floor Plan [See Supporting Documents Booklet Item 1](#)
Abutter's Notification*
Advertisement*

☐

MANAGEMENT AGREEMENT

\$200 fee via [ABCC website](#) and Payment Receipt
Monetary Transmittal Form
Management Agreement Application
Management Agreement
Vote of the Entity Board
CORI Forms for all listed in Section 8A and attachments

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. This does not pertain to a liquor license manager that is employed directly by the entity.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
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APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

Non-Profit Club's ONLY

e.g. Veteran's Club

☐ **Non-Profit Club CHANGE OF OFFICERS/DIRECTORS**

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Vote of the club signed by an approved officer

Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth

Monetary Transmittal Form

\$200 fee via [ABCC website](#) and Payment Receipt

☐ **Non-Profit Club CHANGE OF MANAGER**

\$200 fee via [ABCC website](#) and Payment Receipt

Monetary Transmittal Form

Change of Manager Application

Vote of the club signed by an approved officer

CORI Authorization Complete one for the proposed manager of record. This form **must** be *notarized with a stamp or raised seal*.

Updated Officers and Directors*

*Please ensure to update your officers and directors **simultaneously** or **PRIOR** to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.

Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.



The Commonwealth of Massachusetts
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**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR MULTIPLE AMENDMENTS

**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)

00040-PK-0464

ENTITY/ LICENSEE NAME

Guido's Quality Fruit and Produce, Inc.

ADDRESS

760 South Main Street

CITY/TOWN

Great Barrington

STATE

MA

ZIP CODE

01230

For the following transactions (Check all that apply):

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input checked="" type="checkbox"/> Change of Officers/ Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest (LLC Members/ LLP Partners, Trustees) | <input checked="" type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input checked="" type="checkbox"/> Change of DBA |

**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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Guido's Quality Fruit and Produce, Inc.

Great Barrington

00040-PK-0464

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

See Continuation Sheets 1-A and 1-B attached.

APPLICATION CONTACT

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

Name

Title

Email

Phone

Vicki S. Donahue

Atty. for Applicant

vdonahue@cainhibbard.com

413-629-1377

2. AMENDMENT-Change of License Classification

☐ **Change of License Category**

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Last-Approved License Category

Requested New License Category

☐ **Change of License Class**

Seasonal or Annual

Last-Approved License Class

Requested New License Class

☐ **Change of License Type***

i.e. Restaurant to Club

*Certain License Types

CANNOT change once issued*

Last-Approved License Type

Requested New License Type

3. AMENDMENT-Change of Business Entity Information

☐ **Change of Corporate Name**

Last-Approved Corporate Name:

Requested New Corporate Name:

☒ **Change of DBA**

See Continuation Sheet 1-A

Last-Approved DBA:

None

Requested New DBA:

Guido's Fresh Marketplace

☐ **Change of Corporate Structure**

LLC, Corporation, Sole
Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

4. AMENDMENT-Pledge Information

☐ **Pledge of License**

To whom is the pledge being made:

☐ **Pledge of Inventory**

Matthew G. Masiero

Christopher P. Masiero

☒ **Pledge of Stock**

See Continuation Sheet 1-A

5. AMENDMENT-Change of Manager

☒ **Change of License Manager**

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name **Luke M. Masiero**

Date of Birth []

Residential Address **690 Greylock Street, Lee, MA 01238**

Email **lmasiero@guidosfreshmarketplace.com**

Phone **413-281-5688**

Please indicate how many hours per week
you intend to be on the licensed premises

60

Last-Approved License Manager

Christopher P. Masiero

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

| Date | Municipality | Charge | Disposition |
|------|--------------|--------|-------------|
| | | | |
| | | | |
| | | | |

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

| Start Date | End Date | Position | Employer | Supervisor Name |
|------------|----------|-----------|------------------|-----------------|
| 2004 | 2006 | Prep Cook | Baba Louie's | Paul Masiero |
| 2008 | 2010 | Deli Hand | Salvaggio's Deli | Unknown |
| 2010 | 2012 | Server | Half Fast Subs | Unknown |
| | | | | |

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

| Date of Action | Name of License | State | City | Reason for suspension, revocation or cancellation |
|----------------|-----------------|-------|------|---|
| | | | | |
| | | | | |
| | | | | |

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

Luke M. Masiero

Date

November 27, 2023

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/Directors** ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☒ **Change of Stock (E.g. New Stockholder/ Transfer or Issuance of Stock)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State. *
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

| Name of Principal | Residential Address | SSN | DOB | Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
|---------------------|---|-------------|-----------|------------------------|-------------------------|---|---|---|
| Luke M. Masiero | 690 Greylock Street, Lee, MA 01238 | | | President and Director | 33 1/3% | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Nicholas M. Masiero | 58 Hillcrest Avenue, Pittsfield, MA 01201 | 019-78-9299 | 7/29/1994 | Treasurer and Director | 33 1/3% | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| Anna W. Masiero | 41 Taconic Avenue, Lenox, MA 01240 | | | Secretary and Director | 33 1/3% | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| | | | | | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| | | | | | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| | | | | | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

Please provide a copy of the management agreement.

*A statement of change of supplemental information will be filed with the Massachusetts Secretary of State to reflect that the above-listed individuals hold the positions listed immediately following the consummation of the redemption transaction described on Continuation Sheet 1 attached.

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

| Name of Principal | Title/Position | Percentage of Ownership |
|------------------------|-----------------------------------|-------------------------|
| Matthew G. Masiero | President and Director | 50% |
| Name of Principal | Title/Position | Percentage of Ownership |
| Christopher P. Masiero | Treasurer, Secretary and Director | 50% |
| Name of Principal | Title/Position | Percentage of Ownership |
| | | |
| Name of Principal | Title/Position | Percentage of Ownership |
| | | |
| Name of Principal | Title/Position | Percentage of Ownership |
| | | |
| Name of Principal | Title/Position | Percentage of Ownership |
| | | |

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Date of Action | Name of License | City | Reason for suspension, revocation or cancellation |
|----------------|-----------------|------|---|
| | | | |
| | | | |
| | | | |

7. AMENDMENT-Change of Premises Information

☒ **Alteration of Premises:** (must fill out attached financial information form)

7A. ALTERATION OF PREMISES

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

See attached Continuation Sheet 1-B.

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.

See attached Continuation Sheet 2.

| | | | | | |
|---------------------|---|------------------|-------------------------------------|------------------|--|
| Total Sq. Footage | 39,968 (main floor of bldg.) 969 (licensed premises) | Seating Capacity | N/A | Occupancy Number | 413 (occupancy limit for main floor) |
| Number of Entrances | 2 | Number of Exits | 2 main exits plus an emergency exit | Number of Floors | 1 main floor (bldg. also has basement used for offices and storage) |

☐ **Change of Location:** (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

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 | |

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

Lease

Landlord Name

Guido's Realty, Inc.*

Landlord Phone

413-442-9912 x1105

Landlord Email

jdooley@guidosfreshmarketplace.com

Landlord Address

1020 South Street, Pittsfield, MA 01201

Lease Beginning Date

March 1, 2021

Rent per Month

Monthly and annual rental varies based on amounts due on debt service for Landlord's permanent financing on the building.

Lease Ending Date

February 28, 2048

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

10

*This corporation has the same shareholders as the Applicant.

8. AMENDMENT-Management Agreement

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?

If yes, please fill out section 8.

☐ Yes ☐ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

8A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

| | | | | |
|-----------------------|-------------------------|--|--|--|
| Entity Name | Address | Phone | | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | | |
| Name of Principal | Residential Address | SSN | DOB | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | |
| Title and or Position | Percentage of Ownership | Director | US Citizen | MA Resident |
| <input type="text"/> | <input type="text"/> | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Licensee Name | License Type | Municipality | Date(s) of Agreement |
|---------------|--------------|--------------|----------------------|
| | | | |
| | | | |
| | | | |

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

| Date of Action | Name of License | City | Reason for suspension, revocation or cancellation |
|----------------|-----------------|------|---|
| | | | |
| | | | |
| | | | |

8F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

9. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

See attached Continuation Sheet 1-A with respect to the redemption price for the stock of Matthew G. Masiero and Christopher P. Masiero.

The cost of the renovations made to the licensed premises was approximately \$100,000.

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 |
|---|--|
| Guido's Quality Fruit and Produce, Inc. | \$100,000 (cash on hand used for renovations and new fixtures and equipment for the licensed premises, including storage closet) |
| | |
| | |
| | |
| Total: | \$100,000 |

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. |
|------------------------|----------|---|---|
| Matthew G. Masiero | \$ _____ | 100% of redemption price for stock to be paid by promissory note from the Applicant | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Christopher P. Masiero | \$ _____ | 100% of redemption price for stock to be paid by promissory note from the Applicant | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

See Source of Cash Contribution and Source of Financing sections

See also Supporting Documents Items 9 and 10.

APPLICANT'S STATEMENT

I, Christopher P. Masiero the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Guido's Quality Fruit and Produce, 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:

Christopher P. Masiero

Date:

November 27, 2023

Title:

Treasurer

ENTITY VOTE

The Board of Directors or LLC Managers of

Guido's Quality Fruit and Produce, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

the Town of Great Barrington

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

November 20, 2023

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual/Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp./LLC) |
| <input type="checkbox"/> Transfer of License | <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. Pub/Restaurant) | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine/Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input checked="" type="checkbox"/> Change of Officers/ Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest (LLC Members/LLP Partners, Trustees) | <input checked="" type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input checked="" type="checkbox"/> Change of DBA |

"VOTED: To authorize

Christopher P. Masiero, Treasurer

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."

"VOTED: To appoint

Luke M. Masiero

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,



Corporate Clerk's Signature

Christopher P. Masiero

(Print Name)

Narrative Overview of Transactions Being Applied for:

Change of Stock Interest; Pledge of Stock

Matthew G. Masiero ("Matthew") and Christopher P. Masiero ("Christopher") each currently own 60 shares of the issued and outstanding common stock of Guido's Quality Fruit and Produce, Inc. (the "Applicant"). Upon the later of December 31, 2023 or the date of issuance of the liquor license reflecting the amendments described in this narrative, (a) Matthew will be transferring to each of Luke M. Masiero ("Luke"), Nicholas M. Masiero ("Nick") and Anna W. Masiero ("Anna"), as a gift, [REDACTED] shares of the Applicant's common stock held by Matthew and (b) Christopher will be transferring to each of Luke, Nick and Anna, as a gift, [REDACTED] shares of the Applicant's common stock.

Immediately following those gifts of stock by Matthew and Christopher, the Applicant will redeem (a) the remaining [REDACTED] shares of the Applicant's common stock held by Matthew for a redemption price of \$[REDACTED], and (b) the remaining [REDACTED] shares of the Applicant's common stock held by Christopher, in each case for a redemption price of \$[REDACTED]. The Applicant will pay the redemption price to each of Matthew and Christopher by promissory note that will be payable in monthly installments over ten years with interest at the applicable federal rate. As security for the payment of the promissory note, the Applicant will provide each of Matthew and Christopher with a pledge of the shares redeemed from him.

Change of Officers and Directors

Matthew and Christopher are currently the directors of the Applicant. Matthew is the President of the Applicant and Christopher is the Treasurer and Secretary. Upon the transfer of shares to Luke, Nick and Anna described above, they will be elected as directors of the Applicant. Upon the redemption of Matthew and Christopher's stock by the Applicant, Matthew and Christopher will resign from those positions. Immediately following their resignations, the remaining directors (Luke, Nick and Anna) will appoint Luke as President, Nick as Treasurer and Anna as Secretary.

Change of Manager on the Applicant's License

Christopher is currently named as manager on the Applicant's license. Upon the redemption of his stock by the Applicant, Luke will become the new manager.

Addition of DBA to Applicant's License

The Applicant desires to add its d/b/a, "Guido's Fresh Marketplace" to Applicant's license.

Alteration of Applicant's Premises

The building in which the licensed premises are located has been renovated. The renovations included increasing the size of the building by approximately 22,450 square feet and updating interior finishes and equipment and fixtures. The location of the licensed premises has not changed, but the display area has increased from approximately 360 square feet to approximately 969 square feet. The percentage of space allocated to the licensed premises was 2.4% of the market before the renovation of the building and remains as 2.4% of the expanded building footprint. In addition, the liquor storage area has been relocated from a caged, locked area in the northwest corner of the premises to a 240-square-foot locked storage room in the southwest corner of the premises. The emergency exit is now located on the west side of the building. See also the enclosed building floor plan and enlarged floor plan showing the layout of the licensed premises.

Description of the Premises

The licensed premises are located within the building at 760 South Main Street, Great Barrington, Massachusetts. The building is a one-story building with 39,968 square feet of retail space on the main floor. The building is operated as a market for the sale of products that include produce, meat, seafood, deli items, baked goods, general grocery merchandise, flowers and gifts, cookware, kitchen items and alcoholic beverages. The building also has a basement that is not open to the public that is used for an employee breakroom, storage, offices and areas housing the building's mechanical systems.

The area where alcoholic beverages are displayed for sale is centrally located in the building and is comprised of approximately 969 square feet. The area contains both shelving and a refrigerated cooler with glass doors. In the southwest corner of the building there is a locked closet, comprised of approximately 240 square feet, that is used for the storage of liquor. See the enclosed building floor plan and enlarged floor plan showing the layout of the licensed premises.

**GUIDO'S QUALITY FRUIT AND PRODUCE, INC.
APPLICATION FOR MULTIPLE AMENDMENTS
TO ALL ALCOHOLIC BEVERAGES LICENSE**

NOVEMBER 2023

SUPPORTING DOCUMENTS BOOKLET

INDEX

| <u>Tab No.</u> | <u>Document</u> |
|----------------|---|
| 1. | Floor plans showing the licensed premises. |
| 2. | DOR Certificate of Good Standing for Guido's Quality Fruit and Produce, Inc. ("GQFP") issued by Massachusetts Department of Revenue on November 20, 2023. |
| 3. | DUA Certificate of Compliance for GQFP issued by the Massachusetts Department of Unemployment Assistance on November 21, 2023. |
| 4. | CORI Request Forms a. Luke M. Masiero b. Nicholas M. Masiero c. Anna W. Masiero |
| 5. | Passport (copy) issued to Luke M. Masiero. |
| 6. | Articles of Organization for GQFP as filed with the Massachusetts Secretary of State on February 26, 1981. |
| 7. | Master Lease between Guido's Realty, Inc. and GQFP dated as of March 1, 2021. |
| 8. | Business Certificate issued to GQFP d/b/a Guido's Fresh Marketplace issued by the Town of Great Barrington on December 29, 2021. |
| 9. | Letter of Intent between GQFP to Matthew G. Masiero dated November 27, 2023 with forms of Promissory Note and Stock Pledge Agreement attached. |
| 10. | Letter of Intent between GQFP to Christopher P. Masiero dated November 27, 2023 with forms of Promissory Note and Stock Pledge Agreement attached. |

TAB 1

Floor Plans

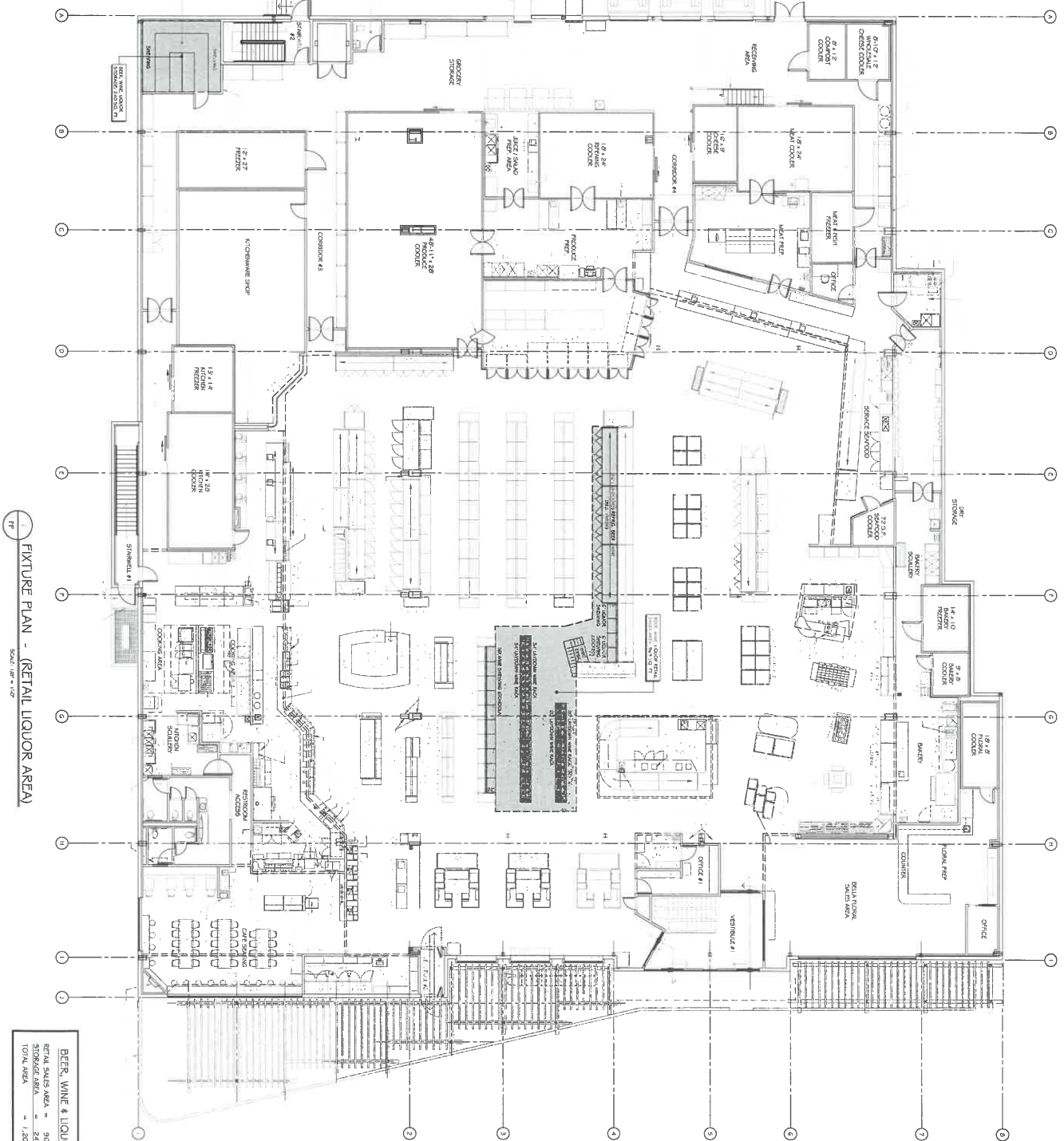
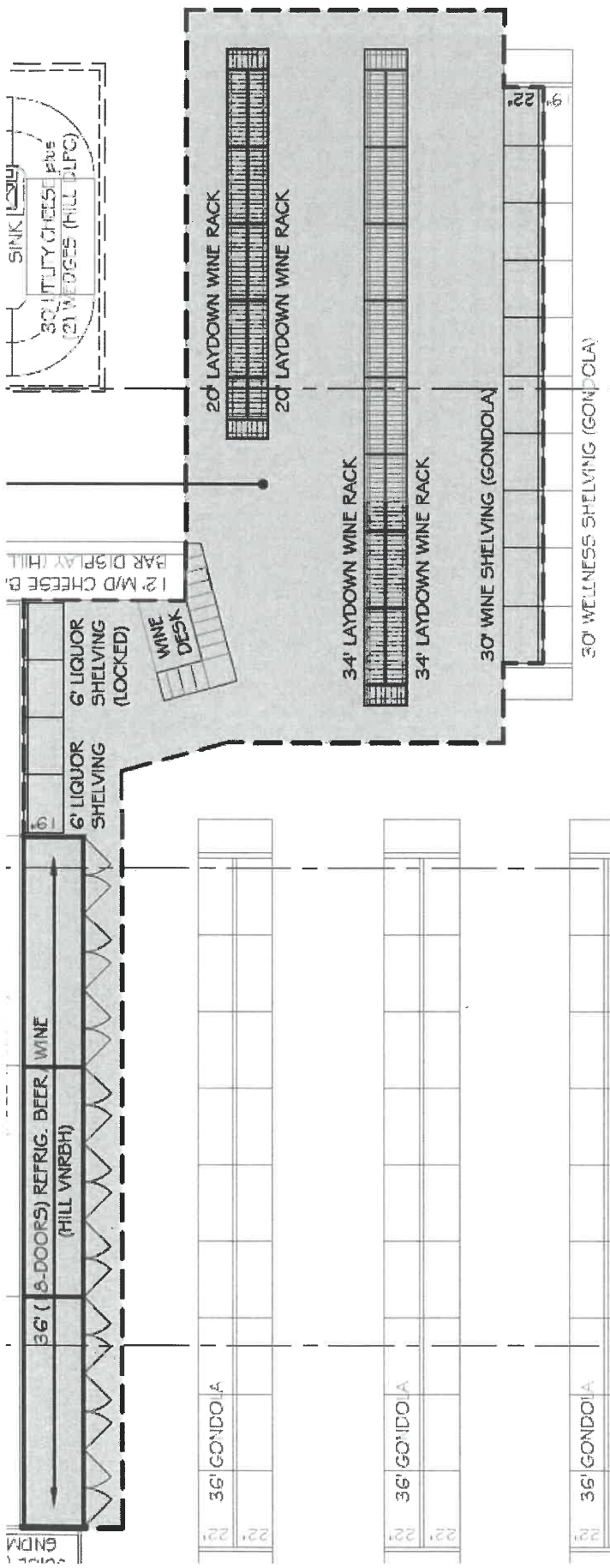


FIGURE PLAN - (RETAIL LIQUOR AREA)

SCALE: 1/8" = 1'-0"

BEER, WINE & LIQUOR
 RETAIL SALES AREA = 929 SQ. FT.
 STORAGE AREA = 240 SQ. FT.
 TOTAL AREA = 1,209 SQ. FT.





TAB 2
MA DOR Certificate of Good Standing



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0519919392
Notice Date: November 20, 2023
Case ID: 0-002-232-660



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GUIDOS QUALITY FRUIT & PRODUCE INC
1020 SOUTH ST
PITTSFIELD MA 01201-8225

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GUIDOS QUALITY FRUIT & PRODUCE INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

TAB 3

MA Department of Unemployment Assistance Certificate
of Compliance



Certificate of Compliance

Date: November 21, 2023

Letter ID: L0000225565

Employer ID (FEIN): XX-XXX2288

GUIDO'S QUALITY FRUIT & PRODUCE INC.
1020 SOUTH ST
PITTSFIELD MA 01201-8225

Certificate ID: L0000225565

The Department of Unemployment Assistance certifies that as of 20-Nov-2023, GUIDO'S QUALITY FRUIT & PRODUCE INC. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750

TAB 4
CORI Request Forms

TAB 5

Copy of Passport issued to Luke M. Masiero

TAB 6
Articles of Organization of
Guido's Quality Fruit and Produce, Inc.

The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY

Secretary of the Commonwealth
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

Incorporators

NAME

POST OFFICE ADDRESS

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

MATTHEW G. MASIERO 28 Henry Ave., Pittsfield, Mass.
CHRISTOPHER P. MASIERO 28 Henry Ave., Pittsfield, Mass.

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

1. The name by which the corporation shall be known is:

Guido's Quality Fruit and Produce, Inc.

2. The purposes for which the corporation is formed are as follows:

To operate and maintain a retail store and restaurant for the sale of general merchandise, fruit and food products, non-alcoholic and alcoholic beverages as well as the preparation and sale of food.

To buy, sell and lease real estate and personal property for the operation of such business as mentioned above.

To buy and sell any and all other merchandise and products as may be incidental to the conduct of said business.

Generally to do all and everything necessary, suitable and proper for the accomplishment of any of the purposes hereinabove set forth and any other purpose not inconsistent with the laws under which this corporation is organized, incidental to the carrying on of the business of the corporation.

81-657047

NOTE: If provisions for which the space provided under Articles 2, 4, 5 and 6 is not sufficient, additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8 1/2" x 11" paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

3. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized is as follows:

| CLASS OF STOCK | WITHOUT PAR VALUE | WITH PAR VALUE | | |
|----------------|-------------------|------------------|-----------|--------|
| | NUMBER OF SHARES | NUMBER OF SHARES | PAR VALUE | AMOUNT |
| Preferred | none | | | \$ |
| | | | | |
| Common | 1200 | | | |

- *4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:
None

- *5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

A stockholder, his legal representative or heirs, desiring to sell or transfer stock, shall first offer same to the corporation. He shall notify the directors in writing with the terms and the name of an arbitrator. The directors within (30) days thereafter may reject such offer or accept same or by notice in writing name a second arbitrator, shall name a third. The arbitrators shall determine the value of the stock by majority vote. After either the acceptance of such an offer or the acceptance of the arbitrators' value, the directors shall have (30) days from the time of such acceptance to purchase same, but if they do not make such purchase, within said period of time, the owner or his representative may then dispose of same as he may deem fit and proper. The directors, by majority vote, may waive this restriction.

- *6. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.
8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing.)
9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.
- a. The post office address of the initial principal office of the corporation in Massachusetts is:
910 South Street, Pittsfield, Massachusetts 01201
- b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

| | NAME | RESIDENCE | POST OFFICE ADDRESS |
|------------|------------------------|----------------|---------------------|
| President: | Matthew G. Masiero | 28 Henry Ave., | Pittsfield, Mass. |
| Treasurer: | Christopher P. Masiero | 28 Henry Ave. | Pittsfield, Mass. |
| Clerk: | Christopher P. Masiero | 28 Henry Ave., | Pittsfield, Mass. |
| Directors: | Matthew G. Masiero | 28 Henry Ave., | Pittsfield, Mass. |
| | Christopher P. Masiero | 28 Henry Ave., | Pittsfield, Mass. |
| | Guido Masiero | 8 Brooks St., | Manchester, Mass. |

- c. The date initially adopted on which the corporation's fiscal year ends is:
November 30th
- d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:
first Wednesday in December
- e. The name and business address of the resident agent, if any, of the corporation is:
none

IN WITNESS WHEREOF and under the penalties of perjury the above-named INCORPORATOR(S) sign(s) these Articles of Organization this 25 th day of February 1981

Matthew G. Masiero
Christopher P. Masiero

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

166918

RECEIVED

THE COMMONWEALTH OF MASSACHUSETTS

FEB 26 1981

SECRETARY OF STATE
CORPORATION DIVISION

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$125 having been paid, said articles are deemed to have been filed with me this

February 26th day of 1981

Effective date

Michael Joseph Connolly
MICHAEL JOSEPH CONNOLLY

Secretary of the Commonwealth

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT
TO BE FILLED IN BY CORPORATION

TO: Robert F. Jakubowicz

25 Bartlett Avenue

Pittsfield, Mass. 01201

Telephone

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than \$125. General Laws, Chapter 156B. Shares of stock with a par value of less than one dollar shall be deemed to have par value of one dollar per share.

Copy Mailed

MAR 3 1981

TAB 7

Master Lease between Guido's Realty, Inc.
and
Guido's Quality Fruit and Produce, Inc.

MASTER LEASE

MASTER LEASE (this "Lease"), dated as of March 1, 2021, between GUIDO'S REALTY, INC., a Massachusetts corporation with a principal place of business in Pittsfield, Massachusetts ("Landlord"), and GUIDO'S QUALITY FRUIT AND PRODUCE, INC., a Massachusetts corporation with a principal place of business in Pittsfield, Massachusetts ("Tenant").

PRELIMINARY STATEMENT

Landlord is the owner of (a) the land located at 760 South Main Street, Great Barrington, Massachusetts (the "760 S. Main Property") and the building located thereon (the "Marketplace Building") and (b) the land located at 770 South Main Street, Great Barrington, Massachusetts (the "770 S. Main Property"; the 760 S. Main Property and the 770 S. Main Property are sometimes collectively referred to herein as the "Land") and the building located thereon (the "House"; the Marketplace Building and the House are sometimes referred to herein individually as a "Building" and collectively as the "Buildings"). The Buildings and the Land are collectively referred to herein as the "Premises". Landlord, at its expense, is in the process of expanding and renovating the Marketplace Building in accordance with plans and specifications agreed upon by Landlord and Tenant (the "Renovation Project"). Upon completion of the Renovation Project, all references to the "Premises" shall mean the Marketplace Building as expanded and renovated.

Tenant desires to lease the Premises for the purpose of operating and managing a specialty food market (the "Allowed Use").

AGREEMENT

IT IS THEREFORE AGREED AS FOLLOWS:

1. LEASE OF THE PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term specified in Section 2 and the Rental specified in Section 3, the Premises.

2. TERM.

2.1 Definitions. As used herein, the following terms shall have the meanings indicated:

2.1.1 "Commencement Date" shall mean March 1, 2021

2.1.2 "Lease Year" shall mean: (a) the period of 12 consecutive months commencing on the Commencement Date and (b) each succeeding 12-month period.

2.1.3 "Partial Lease Year" shall mean, in the event of termination of this Lease on a date other than the last day of any Lease Year, the period from the first day of that Lease

Year through the date of termination. For any Partial Lease Year, Rental shall be prorated on a per diem basis using a 365-day year.

2.2 Term. The term of this Lease (the "Term") shall commence on the Commencement Date and shall continue for 27 Lease Years.

3. RENTAL. Tenant shall pay Landlord Rental as follows (as used herein, "Rental" shall mean Basic Rental and Additional Rental as defined in this Section 3):

3.1 Basic Rental: Adjustment of Basic Rental.

3.1.1 Basic Rental. During each Lease Year, Tenant shall pay Landlord an annual rental ("Basic Rental") in an amount equal to the total amount of principal and interest payable by Landlord during such Lease Year with respect to the permanent financing on the Premises. Basic Rental shall be payable in monthly installments at such times and in such amounts as Landlord and Tenant shall agree from time to time.

3.2 Additional Rental. During the Term, Tenant shall pay Landlord as additional rental (the "Additional Rental"), the amounts specified in this Section 3.2, which shall be paid within 30 days after Landlord shall give Tenant an invoice specifying the Additional Rental due or as otherwise specified herein.

3.2.1 Taxes.

3.2.1.1 Payment of Taxes. Tenant shall pay to Landlord, or if requested by Landlord, directly to the appropriate taxing authority, the total amount of real estate taxes and other municipal assessments assessed on the Premises. If any government taxing authority acting under any present or future law assesses or imposes a tax, excise, surcharge or assessment (other than a tax on net rental income) upon or against the Premises, whether by way of substitution for or in addition to any existing real estate tax, Tenant shall pay Landlord, or if requested by Landlord, directly to the appropriate taxing authority, the entire amount of such tax, excise, surcharge or assessment. If the holder of any mortgage on the Premises requires advance payment of the annual taxes on the Premises, Tenant agrees to pay each month to Landlord, to be held by Landlord as a trust fund and to be remitted monthly to the holder of the mortgage, a sum equal to one-twelfth of Tenant's estimated payments to Landlord under this Section 3.2.1, based upon the taxes on the Premises for the preceding year.

3.2.1.2 Tenant's Right to Contest Assessed Valuation of Premises. Unless Landlord shall elect to do so. Tenant shall have the right, at any time during the Term, to take any action necessary to obtain a lowering of the assessed valuation of the Premises for any tax year or years during the Term for the purpose of reducing taxes thereon. In such event, Landlord shall, at the request of Tenant and without expense to Landlord, cooperate with Tenant in effecting such a reduction. Tenant shall be authorized to collect any tax abatement payable as a result of any proceeding Tenant may institute for that purpose and any such tax abatement shall be applied: (i) to reimburse Tenant for the cost and expense, including reasonable attorneys' fees, incurred in connection with obtaining such abatement, (ii) to reimburse Tenant for the portion of

such abatement which relates to taxes payable by Tenant under this Section 3.2.1, and (iii) the balance, if any, of any such abatement shall be remitted to Landlord.

3.2.2 Water and Sewer Costs: Other Assessments. Tenant shall pay to Landlord, or if requested by Landlord, directly to the appropriate municipal agency, the total water and sewer fees and costs incurred for the Premises and any other charges for municipal services assessed against the Premises for the Term.

3.2.3 Landlord's Insurance. Tenant shall pay to Landlord, or if requested by Landlord, directly to Landlord's insurer(s), the cost of Landlord's Insurance (as defined in Section 5.2).

4. TENANT TAXES: UTILITIES: TRASH REMOVAL: ADDITIONAL PARKING.

4.1 Personal Property Taxes. During the Term, Tenant shall pay prior to delinquency all taxes assessed against and levied upon the fixtures, furnishings, equipment and other personal property of Tenant contained in the Premises. In the event any or all of Tenant's fixtures, furnishings, equipment or other personal property shall be assessed and taxed with Landlord's real or personal property, Tenant shall pay to Landlord its share of such taxes within fourteen days after Landlord shall give Tenant a statement setting forth the amount of taxes applicable to Tenant's property. For the purpose of determining said amount, figures supplied by the Great Barrington Assessors as to the amount so assessed shall be conclusive. Tenant shall comply with the provisions of any law, ordinance or rule of taxing authorities which requires Tenant to file a report of Tenant's personal property located in the Premises.

4.2 Utilities. To the extent not paid by Tenant or a subtenant of Tenant directly to the applicable utility company, Tenant shall pay to Landlord all charges for utilities used on the Premises, including, without limitation, electricity, gas, telephone and internet service.

4.3 Trash Removal. Tenant shall be responsible for removal of all garbage and trash from the Premises to dumpsters provided by Tenant. Any garbage or trash stored within the Premises shall be stored in sealed containers in locations that shall not be visible to the public. Tenant shall empty such containers frequently and not allow its garbage and trash to accumulate within the Premises.

5. INSURANCE: MUTUAL WAIVER OF SUBROGATION: RISK OF LOSS.

5.1 Tenant's Insurance. During the Term, Tenant shall, at Tenant's sole cost and expense, maintain with respect to the Premises and Tenant's personal property the following insurance ("Tenant's Insurance"):

5.1.1 Commercial general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, death or property damage.

5.1.2 Fire and extended coverage insurance on Tenant's equipment, furniture, fixtures, inventory and other property kept on the Premises.

5.1.3 Workers' compensation insurance in accordance with the requirements of the applicable laws of the Commonwealth of Massachusetts.

All of Tenant's Insurance shall be from insurance companies licensed to do business in the Commonwealth of Massachusetts, and Tenant shall provide Landlord with certificates or other evidence of Tenant's Insurance acceptable to Landlord. The insurance maintained pursuant to Section 5.1.1 shall name Landlord, and if requested by Landlord, Landlord's mortgagee, as additional insureds. Each policy of Tenant's Insurance shall provide that it shall not be canceled or modified without 30 days' prior written notice to Landlord and, if named as an additional insured, Landlord's mortgagee. If Tenant shall at any time fail to maintain Tenant's Insurance as provided in this Section 5.1, Landlord shall be entitled to take all action necessary to maintain Tenant's Insurance and any money so expended by Landlord shall be repayable by Tenant on demand and shall be treated in the same manner as rent in arrears.

5.2 Landlord's Insurance. During the Term, Landlord shall maintain the following insurance coverage ("Landlord's Insurance"): (a) fire and extended coverage insurance on the Buildings in such amounts as Landlord shall deem appropriate; (b) comprehensive general liability insurance with a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, death or property damage; and (c) if Landlord shall deem appropriate, rental loss insurance in such amounts as Landlord shall determine.

5.3 Tenant's Risk of Loss. All of Tenant's property of any kind that may be on or about the Premises shall be at the sole risk of Tenant, and Landlord shall not be liable to Tenant or any other persons for any injury, loss or damage to any persons or property on the Premises from causes other than Landlord's omission, fault, negligence or other misconduct. Landlord shall not be liable for any damage to persons or property by water, which may be sustained by reason of breakage, leakage, or obstruction of any pipes or other leakage in or about the Premises arising from causes other than Landlord's omission, fault, negligence or other misconduct.

6. ACCESS TO THE PREMISES. Landlord and its agents shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours upon reasonable advance notice (except in cases of emergency), for the purpose of (a) examining the same, (b) making repairs to the Premises, pursuant to Section 8.3.1, after Tenant's failure to do so, or (c) exhibiting the same to prospective purchasers of the Premises. In addition, during the last 120 days of the Term, Landlord shall be entitled to (a) enter the Premises at all times for the purpose of showing the Premises to a prospective lessee and (b) affix to the Premises a notice of leasing the Premises.

7. ALTERATIONS.

7.1 Landlord's Approval. Tenant shall be entitled to make such alterations (structural or otherwise), improvements, restorations, changes, replacements, installations, enlargements or additions to the Premises as Tenant shall deem necessary or desirable ("Tenant's Alterations"),

provided that all such Tenant's Alterations shall require the prior consent of Landlord, which consent shall not be unreasonably withheld. Any Tenant's Alterations that shall be affixed to the Premises (other than (i) customary trade fixtures and (ii) signs installed by Tenant) shall become the property of Landlord. Tenant shall obtain or cause to be obtained all building permits, licenses, temporary or permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of Tenant's Alterations ("Approvals"). Landlord shall cooperate with Tenant in the obtaining of Approvals and shall execute any documents required in furtherance thereof.

7.2 Tenant's Property. All of Tenant's movable trade fixtures, equipment, furniture and other property owned by Tenant and located at, on or in the Premises (collectively, "Tenant's Property") shall remain the property of Tenant and may be removed by Tenant upon the termination or earlier expiration of this Lease. If removal of any of Tenant's Property shall damage any part of the Premises, Tenant shall repair such damage at Tenant's expense.

7.3 Mechanics' Liens. If any mechanics' or materialmen's lien shall be filed against the Premises as a result of any work or act of Tenant, Tenant shall discharge the lien within 20 days after the filing of the lien. If Tenant shall fail to discharge the lien as required by this Section 7.3, Landlord shall be entitled to bond or pay the lien or claim for the account of Tenant, without inquiring into the validity thereof, and all costs incurred by Landlord to bond or pay to discharge the lien shall be paid by Tenant upon demand and shall be treated in the same manner as rent in arrears.

8. COMPLIANCE WITH LAW; ENVIRONMENTAL MATTERS, MAINTENANCE AND REPAIR. Tenant hereby covenants and agrees that:

8.1 Compliance with Law; Use of Premises. Tenant shall (a) maintain the Premises, at Tenant's own expense, in compliance with all permits, statutes, ordinances, by-laws, rules and regulations and health codes of all governmental agencies having jurisdiction thereon and (b) obtain, at Tenant's own expense, every permit, license or certificate required for operation of the Premises by any governmental agency having jurisdiction thereon. Tenant shall not, without the prior consent of Landlord, use the Premises for any use other than the Allowed Use.

8.2 Environmental Matters. Without limiting any of the provisions of Section 8.1, Tenant shall (a) not "release" or cause any unlawful "threat of release" on the Premises of any "hazardous materials" or "oils", as such terms are defined in the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Chapter 21E of Massachusetts General Laws, as amended ("Chapter 21E") and (b) maintain and use the Premises, at Tenant's own expense, in accordance with all applicable federal, state and municipal statutes, ordinances, by-laws, rules and regulations relating to the environment, including, without limitation, Chapter 21E, the Federal Resource Conservation and Recovery Act, the Massachusetts Hazardous Waste Management Act, the Federal Water Pollution Control Act, the Federal Clean Air Act and the Massachusetts Wetlands Protection Act.

8.3 Maintenance and Repair. Tenant shall (a) perform all necessary maintenance, repairs and replacements in and to the interior and exterior of the Premises, including, without

limitation, any and all maintenance, repairs and replacements to the heating, ventilation and air conditioning system, electrical system, plumbing, sewer, alarm systems, interior and exterior walls, windows, foundation, roof, access roads, driveways, parking lots, loading areas, landscaped and planted areas, lighting fixtures and pedestrian sidewalks, that shall be necessary to keep the Premises in good repair and tenantable condition, reasonable and ordinary wear and tear and damage by fire and other casualty excepted, (b) maintain and clean all grease traps on the Premises on a regular basis, (c) make all repairs, alterations and modifications required by any governmental law, ordinance or regulation, (d) not permit, suffer or commit any waste of, or nuisance on, the Premises, (e) not permit any act or thing to be done on the Premises which may void or increase the cost of any insurance carried by Landlord on the Premises, and (f), upon expiration of the Term or earlier termination of this Lease, vacate the Premises, remove all Tenant's goods and effects and leave the Premises in good repair and tenantable condition, reasonable and ordinary wear and tear, and damage by fire and other casualty excepted. If Tenant shall fail to perform maintenance or make repairs and replacements as required by this Section 8.3.1 within 14 days after Landlord shall give Tenant a notice demanding that such maintenance be performed or repairs and replacements be made, or such shorter period as shall be required by any governmental authority pursuant to applicable laws, rules and regulations, including health codes, Landlord shall be entitled to perform such maintenance or make such repairs and replacements and all costs incurred by Landlord to perform such maintenance or make such repairs and replacements shall be paid by Tenant upon demand and shall be treated in the same manner as Rental in arrears.

9. DESTRUCTION BY FIRE OR OTHER CASUALTY. In the event that:

(a) the Marketplace Building shall be damaged as the result of a risk which shall not be insured; or

(b) 35% or more of the floor area or the façade of the Marketplace Building shall be damaged by fire or any other casualty or occurrence;

then, in any such event (referred to herein as "Substantial Damage"), each of Landlord and Tenant shall have the right to terminate this Lease by notice given to the other within 75 days after such Substantial Damage; and upon the date specified in such notice (which date shall not be less than 60 days after the giving of said notice), this Lease shall terminate, Tenant shall vacate and surrender the Premises to Landlord, and all insurance proceeds payable on the Marketplace Building shall be applied first to refund to Tenant any Rental paid for any period subsequent to such Substantial Damage, and the balance of such proceeds shall belong to Landlord. If neither Landlord nor Tenant shall elect to terminate this Lease, then Landlord shall, promptly at its own expense, cause the Marketplace Building to be restored (exclusive of Tenant's Alterations) as nearly as possible to the condition they were in prior to the Substantial Damage, and Tenant shall, promptly at its own expense, restore the remainder of the Marketplace Building (inclusive of Tenant's Alterations), as nearly as possible, to the condition they were in prior to the Substantial Damage. If Landlord's restoration shall not be completed to a sufficient extent to enable Tenant to commence restoration of the remainder of the Marketplace Building within 240 days after such Substantial Damage, Tenant shall be entitled to terminate this Lease on notice to Landlord. In the event that the Premises shall be damaged but not to the

extent of Substantial Damage, (1) Landlord shall, promptly at its own expense, take all steps necessary to restore the Premises (exclusive of Tenant's Alterations) as nearly as possible to the condition they were in prior to the damage, and (2) Tenant shall, promptly at its own expense, take all steps to restore the remainder of the Premises (inclusive of Tenant's Alterations) as nearly as possible to the condition they were in prior to the damage. In the case of Substantial Damage or any other damage to the Premises, Landlord's obligation to repair or restore the Premises shall be limited to the insurance proceeds received by Landlord therefor.

10. EMINENT DOMAIN.

10.1 Total Condemnation. If the whole of the Premises or a portion thereof shall be taken by any public or quasi-public authority under any statute or by right of eminent domain or by private purchase, in lieu thereof, rendering the Premises unsuitable for Tenant's continued occupancy for the purposes and uses for which the Premises are leased, as determined by Tenant in its sole discretion, this Lease shall terminate as of the date that Tenant shall be dispossessed from the Premises, or any portion thereof.

10.2 Partial Condemnation. If any portion of the Premises shall be so taken and the remaining part thereof shall be reasonably suitable for Tenant's continued occupancy for the purposes and uses for which the Premises are leased, as determined by Tenant in its sole discretion, this Lease shall terminate, as to the part so taken, as of the date that Tenant shall be dispossessed from such part. Landlord shall, at its own cost and expense, make all necessary repairs or alterations so as to make the remaining portion of the Building a complete architectural unit. Landlord shall not be required to spend for such repairs or alterations any amount in excess of the amount received by Landlord as damages for the taking of such part of the Premises.

10.3 Disposition of Proceeds. All damages awarded for such taking under the power of eminent domain whether for the whole or a portion of the Premises shall belong to and be the property of Landlord without any participation by Tenant, whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, and Tenant hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation proceedings against the owners of any interest in the Premises; provided, however, that Tenant shall have the right to claim and recover directly from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in Tenant's own right, on account of any cost or loss incurred by Tenant for Tenant's Alterations or in removing Tenant's furniture, fixtures, leasehold improvements and equipment; provided, further, that no such claim made by Tenant under this Section 10 shall diminish or otherwise adversely affect Landlord's award.

11. ASSIGNMENT; SUBLETTING. Tenant shall be entitled to sublet the Premises or any part or parts thereof from time to time as Tenant shall deem appropriate. Tenant shall not, without the prior consent of Landlord, assign, sell, mortgage, pledge, or in any manner transfer this Lease or its interest therein. No subletting or assignment permitted by Landlord shall impair the privity of contract between Landlord and Tenant, and Tenant shall continue to remain liable under this Lease.

12. ATTORNMEN: SUBORDINATION: REMEDIES.

12.1 Attornment. In the event of (a) a sale, transfer or assignment of Landlord's interest in the Premises, or (b) any proceedings are brought for the foreclosure of, or for the exercise of any power of sale under, any mortgage made by Landlord covering the Premises or any part thereof, Tenant agrees to attorn to and to recognize such transferee, purchaser or mortgagee as Landlord under this Lease.

12.2 Subordination. This Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate to all mortgages which may now or hereafter affect the Land and to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such mortgages. This section shall be self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall promptly execute, acknowledge and deliver, within ten days after Landlord's request therefor, any instrument that Landlord, or any mortgagee of Landlord or any of their respective successors in interest may reasonably request to evidence such subordination.

12.3 Estoppel Certificates. Tenant shall, at any time and from time to time, as requested by Landlord, upon not less than ten days' prior notice, execute and deliver to Landlord a statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which the Rental has been paid, stating whether or not, to the best knowledge of Tenant, Landlord is in default in performance of any of its obligations under this Lease, and if so, specifying each such default of which Tenant shall have knowledge, and stating whether or not, to the best knowledge of Tenant any event has occurred which with the giving of notice of the passage of time, or both, would constitute such a default, and, if so, specifying each such event, it being intended that any such statement delivered pursuant hereto shall be deemed a representation and a warranty to be relied upon by Landlord and by others with whom Landlord may be dealing, regardless of independent investigation.

12.4 Remedies. If Tenant shall fail or refuse to execute any of the above instruments within the period specified in this Section 12, Landlord is hereby appointed, effective upon such failure or refusal, as Tenant's attorney-in-fact to execute such instruments in the name of Tenant and as the free act and deed of Tenant. The foregoing appointment is coupled with an interest and is irrevocable.

13. HOLDOVER. Should Tenant remain in possession of the Premises after the expiration of the Term, such holding over shall be deemed to have created and construed to be a tenancy from month to month on the terms and conditions set forth in this Lease.

14. DEFAULT: REMEDIES.

14.1 Definition. For purposes of this Section 14.1, a "Default" shall mean:

(a) default in the payment of Rental or other costs to be paid by Tenant, if such default shall continue for 14 days after notice from Landlord to Tenant;

(b) receipt by Landlord or Tenant of notice from the Massachusetts Department of Environmental Protection or other governmental authority claiming any violation of Chapter 21E or any similar law dealing with hazardous materials or oils which shall be attributable to Tenant's activities on the Premises or any liability shall be incurred by Landlord or Tenant to the Commonwealth of Massachusetts under Chapter 21E which shall be attributable to Tenant's activities on the Premises; or

(c) any other default by Tenant under this Lease if such default shall continue for a period of 30 days after default notice from Landlord to Tenant (a "Default Notice"); provided, however, if Tenant could not with reasonable diligence cure such default within said 30-day period but shall have commenced in good faith curing such default within such 30-day period, and proceeded with reasonable diligence, Tenant shall have a reasonable time to cure such default, not to exceed 60 days after the default notice.

14.2 Remedies. In the event (A) of any Default under this Lease, (B) the estate hereby created in Tenant shall be taken by process of law, (C) Tenant shall file a voluntary petition in bankruptcy, (D) any involuntary petition initiating a bankruptcy proceeding shall be filed against Tenant and shall not be dismissed within 90 days, (E) Tenant shall make an assignment for the benefit of creditors or take the benefit of any insolvency law, or (F) a receiver shall be appointed for Tenant, then Landlord shall have all of the following rights:

(i) To re-enter and remove all persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, all without notice or resort to legal process and without being deemed guilty of any manner of trespass or being liable for any loss or damage which may be occasioned thereby.

(ii) At Landlord's option, to elect to declare the entire Rental for the balance of the Term or any part thereof due and payable forthwith.

(iii) To collect or bring an action for the whole Rental or such part thereof as aforesaid, as being rent in arrears or file proofs of claim in any bankruptcy or insolvency proceedings for such Rental, or institute any other proceedings to enforce payment thereof.

(iv) To re-enter and repossess the Premises or any part thereof and attempt to re-let all or any part of the Premises for the account of Tenant for such rental and upon such terms and to such persons, firms or corporations and for such period or periods as Landlord, in its sole discretion, shall determine, including a term beyond the termination of this Lease, and Landlord shall not be required to accept any tenant offered by Tenant or observe any instructions given by Tenant about such re-letting. The cost of any reasonable brokerage and legal fees expended by Landlord in connection with a re-letting shall be charged to and be payable by Tenant as additional rent hereunder, and any sums collected by Landlord from any new tenant shall be credited against the balance of the Rental due hereunder as aforesaid.

(v) To give Tenant notice that this Lease shall cease and expire and become absolutely void on the date specified in such notice, which shall not be less than five days after Tenant's receipt of such notice, and thereupon this Lease shall terminate with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein specified for the expiration of the Term.

15. SIGNS. Tenant shall have the right to place such signs at, in, on or about the Premises as Tenant shall deem appropriate, provided that Tenant shall obtain all necessary permits and approvals for such signs. Said signs shall, at all times, remain the personal property of Tenant, may be removed by Tenant at any time during the Term, and shall be removed by Tenant upon the expiration or earlier termination of this Lease, unless otherwise agreed by Landlord and Tenant.

16. NON-WAIVER. The failure on the part of Landlord to act upon a breach of any of the covenants or agreements in this Lease shall in no way constitute a waiver of the rights of Landlord to act upon such breach at any time, in the future or to act upon any other or future breach of Tenant. Any and all rights and remedies created for Landlord herein shall be cumulative and the use of one remedy shall not be taken to exclude the right to use any other

17. SEVERABILITY. If any provision of this Lease shall be deemed invalid or unenforceable, the balance of this Lease shall remain in effect, and if any provision shall be deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

18. LANDLORD AND TENANT RELATIONSHIP. Landlord shall never be treated as a partner or associate of Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in the conduct of Tenant's business or otherwise; it is understood that the relationship is and at all times shall remain that of Landlord and Tenant.

19. INTEGRATION; MODIFICATION. This Lease contains a complete statement of all representations, warranties, covenants and agreements by and between the parties with respect to the Premises and cannot be modified except by written agreement signed by both Landlord and Tenant.

20. SUCCESSORS. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns, but shall not be assignable by Tenant except as provided in Section 11.

21. GOVERNING LAW; EFFECT. This Lease shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.

22. RECORDING. Tenant shall not record this Lease. The parties shall, at the request of either, enter into a short form notice of lease, in recordable form, containing the data set forth in Chapter 183, Section 4 of the General Laws of Massachusetts.

23. NOTICE. Any notice, approval, invoice, consent or other communication under this Agreement shall be in writing and shall be considered given when (1) delivered personally, or (2) mailed by certified mail, return receipt requested, to the parties at the addresses indicated below (or at such other address as a party may specify by notice to the others pursuant hereto). Notice given by a party's counsel shall be considered notice given by that party.

(a) If to Landlord, to it at:

1020 South Street
Pittsfield, MA 01201
Attention: Matthew G. Masiero, President

(b) If to Tenant, to it at:

1020 South Street
Pittsfield, MA 01201
Attention: Christopher P. Masiero, Treasurer

(c) In each case, with a copy to:

Attorney Vicki S. Donahue
Cain Hibbard & Myers PC
66 West Street
Pittsfield, MA 01201

[signature page follows]

Signed and sealed as of the date first above written.

GUIDO'S REALTY, INC.

By


Matthew G. Masiero, President

GUIDO'S QUALITY FRUIT AND PRODUCE,
INC.

By


Christopher P. Masiero, Treasurer

TAB 8

Business Certificate

**Guido's Quality Fruit and Produce, Inc.
d/b/a Guido's Fresh Marketplace**



THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF GREAT BARRINGTON
BERKSHIRE COUNTY
BUSINESS CERTIFICATE
2022

Certificate Number: 23-22

Date: December 29, 2021

Personally appeared before me,

Guido's Quality Fruit & Produce Inc.

DBA: Guido's Fresh Marketplace

And made an oath that the foregoing statement is true:

- A certificate issued in accordance with this section shall be in force and effect for four years from date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

Expiration Date: January 1, 2026

Jennifer L. Messina
TOWN CLERK (or ASSISTANT)



TAB 9

Letter of Intent Between
Guido's Quality Fruit and Produce, Inc.
and
Matthew G. Masiero

TAB 10

Letter of Intent Between
Guido's Quality Fruit and Produce, Inc.
and
Christopher P. Masiero

TOWN OF GREAT BARRINGTON
NOTICE OF PUBLIC HEARING

The Selectboard will hold a public hearing on Tuesday, December 12, 2023 at 6:00 p.m. at the Town Hall, 334 Main Street, Great Barrington, MA 01230, to act on the certain amendment to existing Alcoholic Beverage License held by Guido's Quality Fruit and Produce, Inc., relating to property at 760 South Main Street, Great Barrington, MA 01230, for amendment to the licenses premises, change of stock ownership, and pledge of stock and change of manager.

Stephen Bannon
Chair



Town of Great Barrington
Recreational Marijuana Host Agreement Application
Items in bold are additional documents that must be included with this application

1. Contact Information: Please include name, address, telephone and email address.

a) License holder:

Name: Michelle Maki
Address: 920 South Main Street
City St, Zip: Great Barrington, MA 01230
Telephone: 216.235.4904
Email address: info@midorisgarden.com

b) Applicant Representative: (if different from license holder)

Name: _____
Address: _____
City St, Zip: _____
Telephone: _____
Email address: _____

c) Store Manager: (person responsible for day-to-day operation)

Include resume/employment history of store manager, past 5 years

Name: Michelle Maki
Address: see above; previous employment on attached resume
City St, Zip: _____
Telephone: _____
Email address: _____

2. Business Information:

- a) List of all executives, managers and/or persons/entities having authority over the management, policies, security operations or cultivation/manufacturing operations of the establishment.

Michelle Maki, sole owner/cultivator

- b) Name and address of owners, investors, and other sources of capital resources available to the applicant for the purpose of establishing or operating the marijuana establishment.

Joseph Maki (spouse) - capital resources are joint assets

- c) Provide legal corporate entity name and/or DBA if applicable.

Midori's Garden LLC

3. Location:

- a) Address of marijuana establishment and description of retail space to be used (floor level and square footage). Please include letter of intent from landowner or copy of lease or purchase agreement, if under contract.

920 South Main Street, Great Barrington, MA 01230 (Light Industry zone)

There is no retail space. This is a cultivation and manufacturing company located on our small family farm.

There are no plans for permanent structures to be used. The fenced-in outdoor cultivation site is ~1/2 acre. There will be 1-2 30' x 96' high tunnels, 1-2 sheds or shipping containers for storage/processing, surrounded by outdoor growing area. (Michelle & Joseph Maki are owners of the property. Deed attached.)

- b) Will you be updating/changing the exterior of the building?

Please include description/drawing of view from the street, view from abutters

No changes/updates will be made to any buildings on our property. This is an outdoor site.

The site is not visible from the street as our house blocks the view. The security fence and top of high tunnels could be seen at a distance of several hundred feet by 2 abutters through tree coverage during the winter (but we are an outdoor grow so there won't be anything growing in the winter). It is not visible from any abutters when foliage is in season. (Street view and plot plan with site location are attached.)

- c) Does property include parking? If not, what is your parking plan?

Yes. We have adequate parking for ~12 vehicles. The business is intended to remain small, so we only need 5 parking spaces.

4. Has anyone on the list of participants (principals, investors, employees) ever held any type of State Issued alcohol license? Have any participants ever been cited for an ABCC violation? (If yes, please explain)

No

5. How many other facilities do principals have/are applying for and where?

0 / none

6. Do you have an existing host agreement with any other communities? If yes, please provide a letter from said municipality stating that you have complied with the terms of that agreement

No

7. Date of Community Impact Meeting. Please coordinate with Selectboard and list on the Town's calendar.

Wednesday, July 26, 2023 at 5:30 PM at Holiday Inn Express & Suites, 415 Stockbridge Road, Great Barrington, MA 01230.

MICHELLE (MICKEY) MAKI

920 Main St. Great Barrington, MA 01230 | mickeyamaki@gmail.com

Education

**HARVARD BUSINESS SCHOOL
HARVARD KENNEDY SCHOOL OF GOVERNMENT**

Boston, MA

Joint Master in Business Administration / Master in Public Policy, May 2016

David Rubenstein Fellow. Harvard Graduate Student Leadership Initiative. Peer Consulting Case Coach. Member of African American Student Union and Social Enterprise Clubs.

THE OHIO STATE UNIVERSITY

Columbus, OH

Bachelor of Science in Business Administration – Accounting

Experience

2022- Now

GATHERED WATERS

Owner/Farmer

Great Barrington, MA

- Cultivating a thriving honey and herb farm on 17 acres of land, specializing in organic practices and sustainable beekeeping techniques.
- Implementing sustainable farming practices, including bee-friendly planting, water conservation, and composting, minimizing the farm's environmental footprint
- Establishing strong relationships with local businesses, farmers' markets, and community organizations, fostering collaborations and expanding distribution networks.
- Developing artisanal honey and herbal products, such as infused honey, herbal teas, and natural skincare items, meeting the highest standards of quality and taste
- Engaged in ongoing professional development and stayed updated on industry trends and best practices through workshops, conferences, and networking.

2020-2022

AQUARI VENTURES (Sole Proprietorship/Independent Consultant)

DEI Subcontractor for Promise54

Remote

- Spearheaded the development and execution of DEI initiatives for a diverse range of clients, including corporations, non-profit organizations, and educational institutions.
- Conducted comprehensive organizational assessments to identify gaps, opportunities, and areas for improvement in diversity, equity, and inclusion practices.
- Collaborated with senior leadership teams to develop customized DEI strategies aligned with organizational goals, resulting in enhanced cultural competency and increased employee satisfaction.
- Designed and delivered interactive training workshops on unconscious bias, inclusive leadership, and diversity awareness, fostering a more inclusive and equitable work environment.
- Advised on recruitment and talent acquisition strategies to attract and retain diverse candidates, leading to a more diverse workforce and improved representation at all levels.
- Provided guidance and support in the development of employee resource groups (ERGs) to foster a sense of belonging and create platforms for underrepresented voices.
- Facilitated dialogue sessions and mediated challenging conversations around diversity, equity, and inclusion, promoting understanding and fostering a culture of respect.

2017-2019

WILDFLOWER FOUNDATION

Cambridge, MA

Partner

- Drove the expansion of Wildflower Montessori Schools in the Greater Boston region through recruiting teachers, pursuing institutional partnerships, and community engagement
- Managed operations and logistics of the Wildflower Montessori Diversity Fellowship and Scholarship programs
- Led a 10-month long fellowship consisting of professional development session and individual coaching for a dozen teachers
- Developed materials and resources to guide school leaders through the school founding process
- Advised the Wildflower network in developing and implementing an organizational approach to equity and inclusion—within the classroom and through school operational choices
- Nurtured relationships with other early childhood education organizations in our area of operations
- Supported the preparation of grant applications and charter school applications

- Designed workflows for outreach and recruiting processes to be managed by multiple stakeholders

| | | |
|-------------|--|---------------|
| 2016-2017 | BOSTON MEDICAL CENTER (BMC) Special Assistant to the COO (HBS Leadership Fellow) | Boston, MA |
| | <ul style="list-style-type: none"> • Collaborated with multiple departments and the V.P. of Mission to design and establish a community health worker program aimed at addressing the social determinants of health impacting BMC's most vulnerable patients • Optimized MRI productivity by analyzing capacity and building business case for new hire • Improved inpatient flow by leading effort to diagnose barriers to on-time discharges and proposing solutions | |
| Summer 2015 | MCKINSEY & COMPANY Summer Associate | Cleveland, OH |
| | <i>Client/Project: Retail Company, Industry Analysis & Procurement Strategy</i> <ul style="list-style-type: none"> • Researched global leather industry and created market analysis identifying opportunities for cost reductions • Conducted interviews with experts within the field and synthesized findings with other data to propose approaches to achieving cost savings • Engaged with team and senior leadership regularly to lead problem solving sessions • Presented final market analysis to project team, including McKinsey and client leadership <i>Client/Project: Internal Knowledge Development, Healthcare IT</i> <ul style="list-style-type: none"> • Authored healthcare consumer survey and oversaw survey launch and initial data collection • Outlined consumer journeys and associated model solutions to provide insights in addressing open questions | |
| Summer 2014 | SAFAL PARTNERS Education Pioneers Fellow | Houston, TX |
| | <ul style="list-style-type: none"> • Oversaw proposal planning and submission of \$9 million project for the U.S. Department of Education • Managed online resource solicitation and selection for the National Charter School Resource Center • Developed and rolled-out standardized proposal and onboarding processes and knowledge repository system | |
| 2011-2013 | ACCENTURE Management Consulting & Project Management Analyst | Houston, TX |
| | <i>Client/Project: Global Exploration & Production Company, Company Restructuring</i> <ul style="list-style-type: none"> • Collaborated with 5 department leads to draft a comprehensive list of 30+ legal documents requiring transfers of ownership and amendments to reflect new company structure • Designed and documented multi-phase legal collection process for 6 operating regions across the U.S. • Analyzed metrics from project team, business and vendors and created weekly status reports to inform project leadership and steering committee and direct execution of legal tasks by project team <i>Client/Project: Multinational Oil & Gas Company, SAP System Implementation</i> <ul style="list-style-type: none"> • Facilitated meetings and conducted interviews with subject matter experts to understand legacy systems and gather data to inform change management strategy • Documented processes across departments, updated workflows for new system, and led train-the-trainer workshops • Led business continuity rehearsals for 3 process teams and presented results to end users to ensure employees were equipped to resume vital activities after the new SAP system became active • Produced monthly invoicing (\$1.5-2M per month) and conducted monthly time and billing variance reconciliations resulting in recapture of 200+ work days, ~\$320K in additional invoicing over a 4-month period | |
| 2009-2011 | HOUSTON INDEPENDENT SCHOOL DISTRICT Elementary Teacher (Teach For America) | Houston, TX |
| | <ul style="list-style-type: none"> • Instructed 24 students each year using customized lessons based on diagnosed deficiencies and frequently monitored progress to achieve average student growth of 1.5 grade levels • Spear-headed grant writing efforts throughout the school resulting in over \$16K worth of resources donated over two school years and the establishment of a sustainable grant writing approach • Trained colleagues to use classroom technology to facilitate instruction of newly adopted curriculum which generated a 150% increase of investment in technology | |
| Community | | |
| 2020-Now | SAGE MONTESSORI SCHOOL Board of Trustees, President and Clerk | Cape Cod, MA |
| 2018-2019 | BROCKTON INTERFAITH COMMUNITY (BIC) Volunteer, Cooperative Team | Brockton, MA |

BIC, a member of the Massachusetts Communities Action Network, is a community organizing nonprofit which advocates and organizes for issues which impact the well-being of Massachusetts residents (e.g. education justice, economic justice, etc.)

- Leveraging my business acumen to support BIC's effort in establishing an ecosystem of cooperative businesses in the areas of housing, childcare, health and food
- Preparing and writing grants
- Training volunteers on how to develop quality work plans to better coordinate their work

Plot and Site Plan Summary

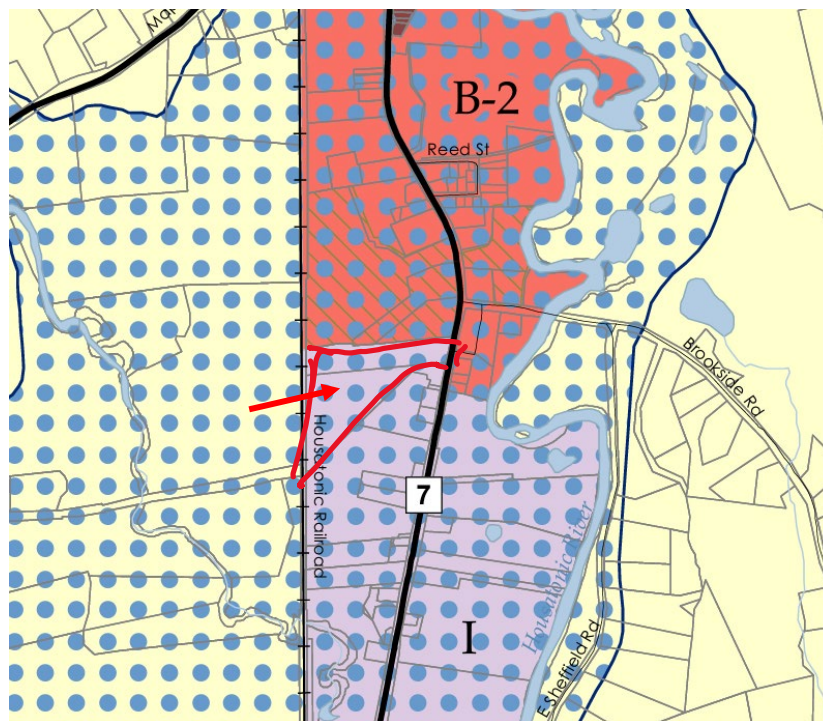
Midori's Garden LLC

The purpose of this document is to describe the site where Midori's Garden is located and demonstrate compliance with Section 10.5 of the town of Great Barrington's Zoning Bylaws.

Pursuant to Section 10.5, a plot plan of the entire property, with features clearly portrayed, will be submitted for review by the Great Barrington Planning Board. The submitted plot and site plan shall also include representation of proposed exterior security measures. (*Section 7.18.3*)

Please see images and associated descriptions below. Full size versions of all images are available upon request.

Great Barrington Zoning Map Section



920 Main St (or South Main St) is zoned as (I) Light Industry.

Current Site and Use

This property is 17-acres located in the transitional corridor on Route 7, south of downtown. We are zoned Light Industry and the land has been and continues to be in agricultural use. The structures on the property consist of a single-family house (our permanent, full-time residence), a barn with 2 run-in shelters attached and a 3-season cabin. The structures are clustered towards Main Street, so the pasture and farmland behind are not visible from the road.

Our closest neighbors are the newly opened affordable housing development, Windrush Commons, The Pediatric Development Center (PDC), and the Brookside Manor senior housing development.

We acquired this property in 2022. We are in the process of establishing a medicinal herb and honey farm called Gathered Waters.

Our Vision for Site Development

We love this land -- the beautiful meadows and wetlands. Therefore, we aim to minimize our impact on the landscape. Most of our land will remain as wildflower meadow for our honeybees. Some garden plots throughout will be dedicated for intentionally cultivating native medicinal herbs. Of course, the wetlands will remain untouched.

The Midori's Garden site will be located right in the middle a wildflower meadow. We intentionally designed the site to be small so it's manageable by a small team of employees we can trust and the site itself does not take over our home.

In alignment with our desire to minimize alterations to the land, we have opted for an outdoor cultivation site with only high tunnels and temporary structures such as small sheds and a shipping container for processing and storing. No permanent foundations will be used. Per state regulations, the site must be fenced in. We will utilize natural appearing fencing materials and cultivate native perennials alongside the exterior fence to maintain a pleasing aesthetic. Within the fence, the roof of the high tunnels will be visible, but the other temporary structures would not be visible.

Our outstanding "construction" to fully equip Midori's Garden is:

- Installing one more hoop house/high tunnel
- Acquiring 1 shipping container for storage, a freezer container, and one small processing shed
 - Ensure any runoff from rainwater on hoop house, containers or sheds is draining properly by grading surrounding land; ideally, we can collect it in rain harvesting barrels to use for irrigation.
- Acquiring portable bathrooms and eventually building a small, bathroom shed with composting toilet
- Installing a 6' security fence around the site perimeter – these are just fence posts that go a few feet into the ground.
- Planting aromatic medicinal herbs in and around the perimeter fence including climbing perennials alongside fencing
- Installing any posts for security cameras as needed
- Adding irrigation tank and laying irrigation

We are confident that this site design allows us to maintain or even improve the character of our property.

Drainage

Proper drainage is critical to be good stewards of the land, good neighbors, and to ensure our plants aren't water logged. Due to our site design, we anticipate very minimal if any interruption to the flow of water. We have monitored the site for the last year and determined it to be suitable to allow for adequate draining. Additionally, we have accessed the ability to absorb additional water from irrigation by cultivating tomatoes and peppers in our high tunnel. We have not noticed any impact on drainage thus far.

We are taking on the following measures and considerations to ensure continued proper drainage:

1. Site selection- cultivation area was then strategically designed to work with the existing drainage system and avoid disrupting the natural flow of water.
2. High Tunnels and Outdoor Planting: High tunnels and outdoor planting directly into the ground can actually benefit drainage. High tunnels typically have open ends, allowing water to flow freely through the structure and minimize the risk of water accumulation within the growing area. The plants planted in the ground can further help absorb excess water, especially in a wet area.
3. Rainwater Harvesting: Rainwater harvesting (from the rooves of our hoophouse, shed and processing container) is part of our irrigation strategy. This practice can actually help alleviate pressure on the local drainage system. By collecting and using rainwater on-site, we reduce the amount of runoff entering the wetlands, which can be beneficial for the natural drainage of the area.
4. Monitored City Water Usage – If we must use city water for irrigation, it will be carefully controlled to avoid over-saturation of the soil and excessive runoff. This again is required for cannabis to grow successfully.
5. Retaining Natural Features: Since our changes to the land are so minimal, we are retaining the natural features like vegetation and soil types that contribute to the area's ability to absorb and channel water effectively.
6. Compliance with Regulations: Our cultivation plans will strictly adhere to all local and federal regulations concerning wetlands, floodplains, and drainage.
7. Regular Monitoring and Adaptation: Every season, we will monitor how the site is draining. Especially during heavy rainfall or extreme weather events. Any issues related to drainage will be addressed promptly, and we will make the necessary adjustments to the cultivation setup if required to maintain proper drainage.

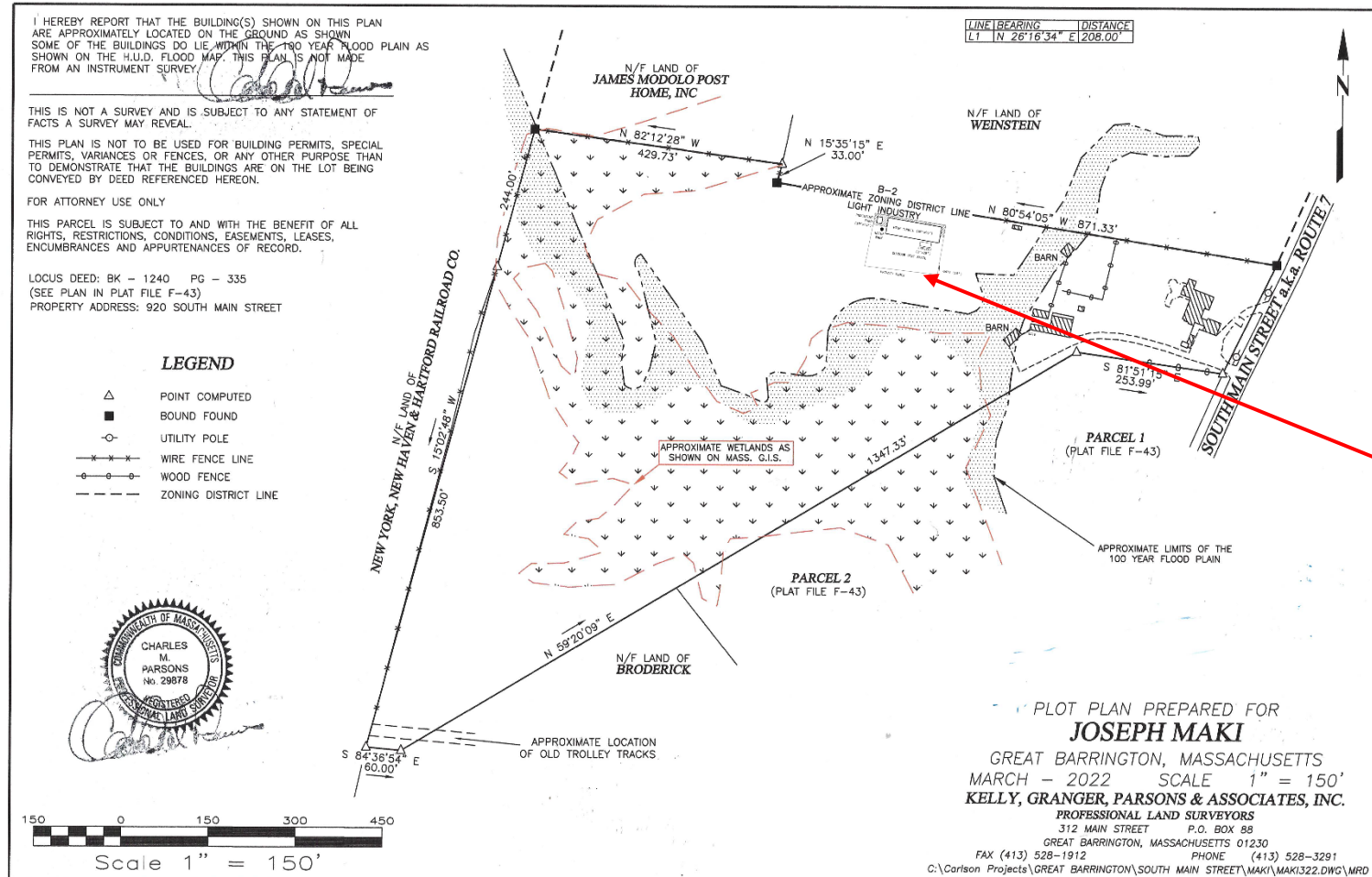
Landscaping for Odor Mitigation

Since we are a very small outdoor grow, the only period of the year where the cannabis plants will produce a noticeable smell is from the middle of the flowering period of the plant, until harvest. This is typically part of September and early October. Based on nearby outdoor grows that also use high tunnels (CannaProvisions and The Pass in Sheffield) and the very small size of

our grow, we DO NOT anticipate any abutters or anyone on the street will be able to notice the smell. (And the processing into a tincture does not produce a noticeable odor.)

However, to mitigate this risk and assure our community members, we have planned to leverage the other herbs and flowers we already cultivate on our farm. We will strategically plant our other aromatic herbs in the areas where their odor-producing terpenes will counter the cannabis' odor-producing terpenes. The strong aromatics of lavender, basil, lemon balm, chamomile and others together will reduce the cannabis scent. It may ultimately smell like a pleasant poppori! As a bonus, it will be visually beautiful.

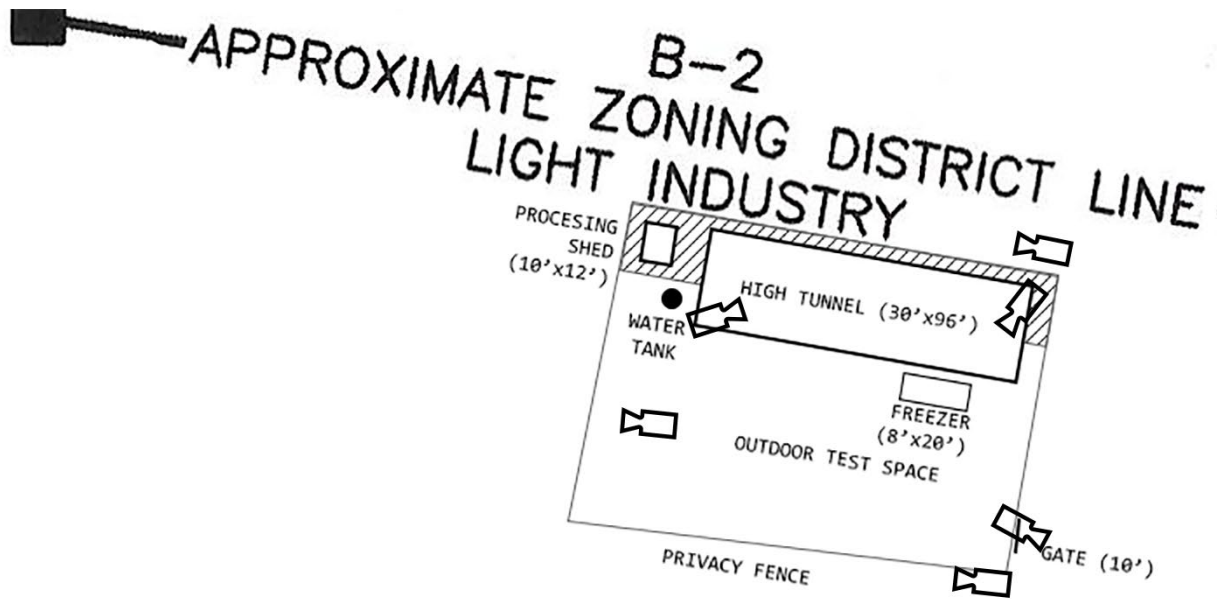
Plot Plan – 920 South Main St. Great Barrington, MA



Midori's
Garden
Site,
Year 1
Footprint

The site is located on land that is outside all identified wetlands and wetlands buffer areas (based on Plot Plan and GIS data). It is also positioned, behind our residence, in a way where it is not visible from the road.

Site Plan - Year 1

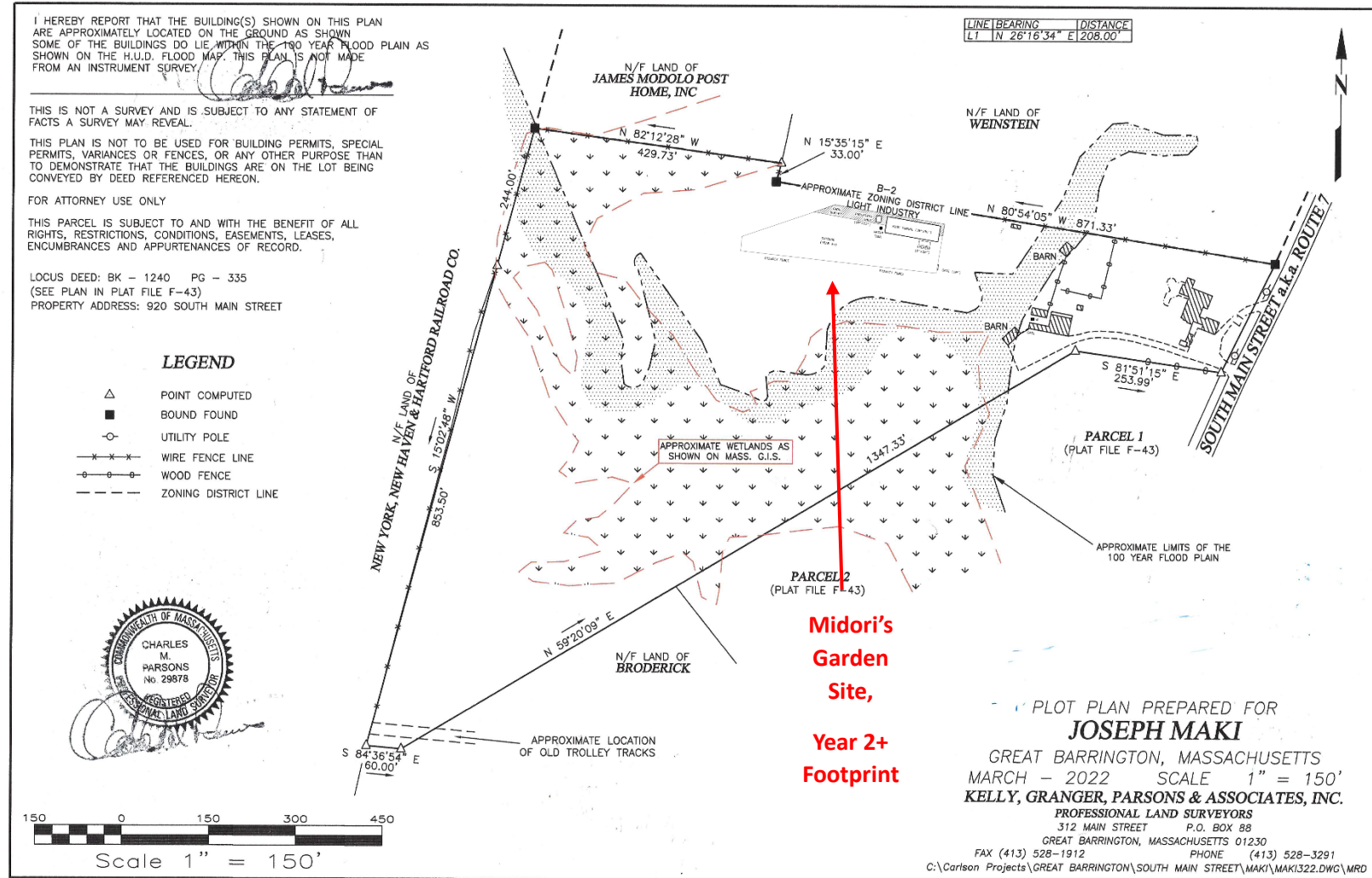


In Year 1, an area of 82 ft. by 136 ft will be fenced-in as the business site.

Security cameras will be installed as shown.

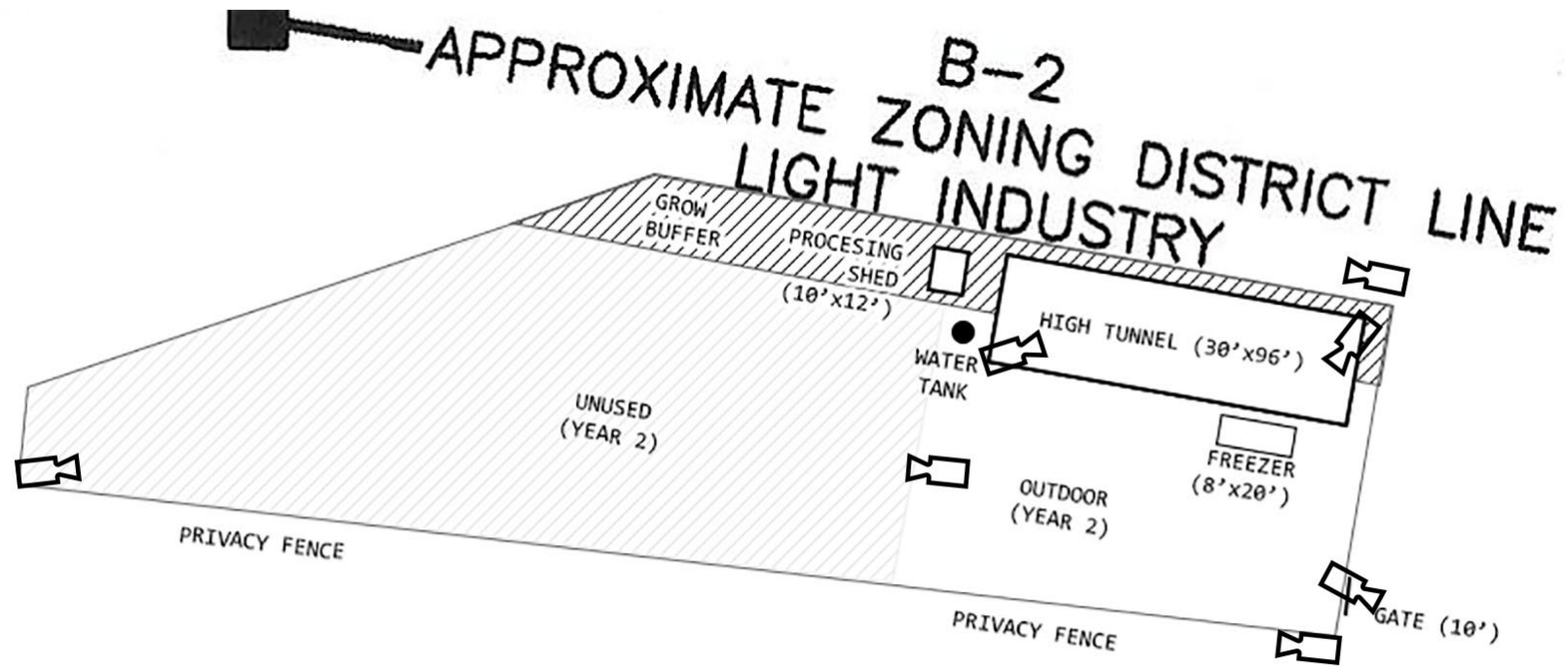
Plot Plan

(with Year 2 Site Plan)



In Year 2, the site will expand in the same location to an area of roughly 82 ft by 320 ft. This is the final site footprint.

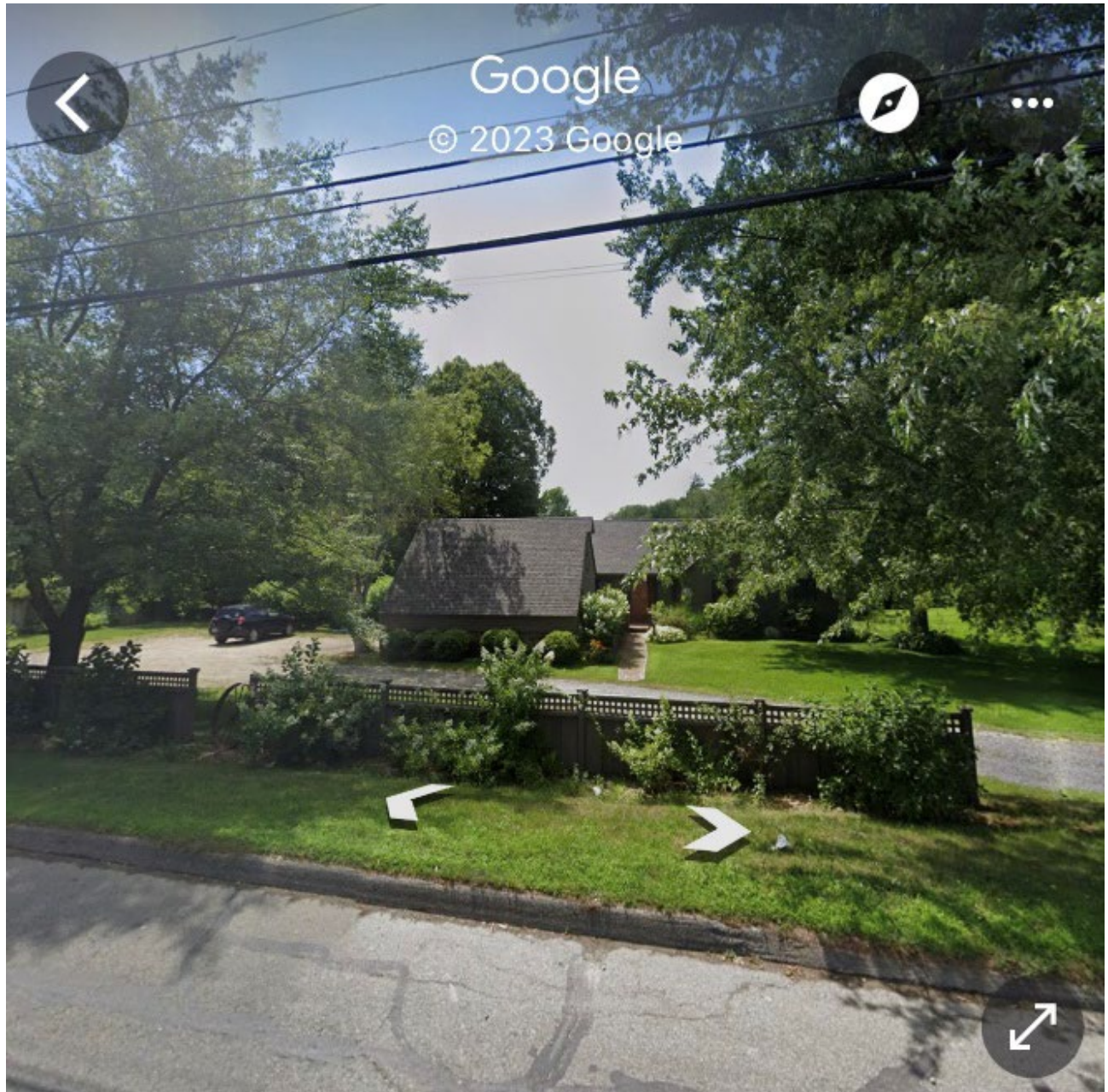
Site Plan – Year 2 and beyond



Security cameras will be installed as shown.

In Year 3 and subsequent years, additional plants will be grown in the space labeled "unused Year 2", but the overall footprint will remain the same.

Street view of property



920 South Main St has ~200 ft of frontage. Our residence blocks the view into the rear of the property. Therefore, the proposed site is blocked from public view.

Aerial view of site (facing Main St)

Our house



This site is located ~500 ft from Main St. There is also wooded area to the North (left side in this image) which blocks the view from abutters.

The Midori's Garden site will be fenced in per state and local regulations, and all cannabis cultivation and processing will be done within that area. However, other herbs and livestock are grown throughout this property, as part of our family farm- Gathered Waters.

Berkshire Southern District Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

| | |
|--|------------------|
| Document Number | : 270325 |
| Document Type | : DEED |
| Recorded Date | : April 22, 2022 |
| Recorded Time | : 03:23:10 PM |
| Recorded Book and Page | : 02773 / 91 |
| Number of Pages(including cover sheet) | : 5 |
| Receipt Number | : 65948 |
| Recording Fee (including excise) | : \$3,119.00 |

MASSACHUSETTS EXCISE TAX
Southern Berkshire ROD 001
Date: 04/22/2022 03:23 PM
Ctrl# 012925 30417 Doc# 00270325
Fee: \$2,964.00 Cons: \$650,000.00

Berkshire Southern District Registry of Deeds
Michelle Laramée-Jenny, Register
334 Main Street, Suite 2
Great Barrington, MA 01230-1894
413-528-0146
<http://www.masslandrecords.com/BerkSouth/>

QUITCLAIM DEED

I, **JOHN J. BRODERICK, JR.**, being married to Donna L. Broderick, of Great Barrington, Berkshire County, Massachusetts, for consideration paid in the amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00), grant to **JOSEPH WALTER MAKI and MICHELLE A. MAKI**, husband and wife, as Tenants by the Entirety, now of 920 South Main Street, Great Barrington, MA 01230 with **QUITCLAIM COVENANTS**, the land in the Town of Great Barrington, Berkshire County, Commonwealth of Massachusetts, bounded and described as follows:

Locus: 920 South Main Street, Great Barrington, Massachusetts

PARCEL I:

A certain parcel of land located on the westerly of Route 7, in Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at a point in the assumed westerly side line of said roadway in line of land now or formerly of one Stockfisch, said point being the northeasterly corner of the premises hereby conveyed; thence westerly along the southerly line of said Stockfisch to a point in the southwesterly corner of said Stockfisch; thence northerly in line of land now or formerly of said Stockfisch 36 feet to a point in line of land now or formerly of The James A. Modolo Post Home, Inc.; thence westerly along the southerly line of said James A. Modolo Post Home, Inc., to a point in the line of land now or formerly of the New York, New Haven and Hartford Railroad Company; thence southerly along land now or formerly of said New York, New Haven and Hartford Railroad Company 244 feet to a point in line of other land now or formerly of the grantors herein, said point being also the southwesterly corner of the premises hereby conveyed; thence easterly along said grantors' roadway, said point being also the southwesterly corner of the premises hereby conveyed; thence northerly along the westerly side line of said roadway 208 feet to the point of beginning.

PARCEL II:

All that certain piece or parcel of land situated on the westerly side of Route 7, Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe to be set, said pipe being N 81° 51' 15" W a distance of 253.99 feet from an iron pipe to be set in the westerly sideline of said Route 7, said point being in line of other land of John J. Broderick & J. Suzanne Broderick and the northeast corner of the parcel herein described.

Running thence S 59° 20' 09" W a distance of 1347.33 feet along other land of Barbara N. Broderick (Lots 1 & 2) to an iron pipe to be set;

Running thence N 84° 36' 54" W a distance of 60.00 feet along other land of Barbara N. Broderick to an iron pipe to be set in line of land of now or formerly of the New York / New Haven / Hartford Railroad Company;

Running thence N 15° 02' 48" E a distance of 853.50 feet along land now or formerly of the New York / New Haven / Hartford Railroad Company to an iron pipe found, said pipe being southwest corner of land of said J. & J. S. Broderick;

Running thence S 81° 51' 15" E a distance of 1007.26 feet along said land of John J. Broderick & J. Suzanne Broderick to the point and place of beginning, containing 10.343 acres of land.

The above described premises are conveyed subject to:

1. Easement to Massachusetts Electric Company, recorded in the Southern Berkshire Registry of Deeds in Book 391, Page 831, insofar as said easement affects the premises.
2. Easement to Quinnehtuc Company, insofar as said easement affects the premises.
3. Drainage easement to the Town of Great Barrington, insofar as said easement affects the premises.
4. Easement to Pittsfield Electric Company, insofar as said easement affects the premises.

Meaning and intending to convey and hereby conveying the same premises as Parcel 4 on map entitled "Plan of Land Surveyed for Barbara N. Broderick, In Great Barrington, Massachusetts, March - 1990, Sale 1" = 80'" prepared by Kelly, Granger, Parsons and Associates, Inc., of Great Barrington, Mass., recorded in the Southern Berkshire Registry of Deeds in Plat File F-43.

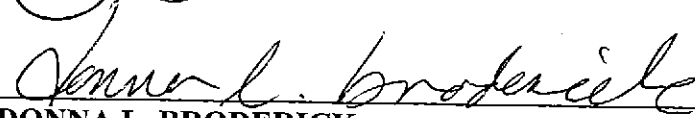
Being all and the same premises conveyed to the Grantor herein by deed of John J. Broderick, Jr. and J. Suzanne Broderick, dated May 29, 2001 and recorded at the Southern Berkshire Registry of Deeds in Book 1240, Page 335.

I, Donna L. Broderick, being married to John J. Broderick Jr. (Grantor) hereby release any rights I may have in Homestead.

The Grantor herein releases all rights of homestead and other interest in the premises, and affirms there are no other persons entitled to the protection of the homestead act.

Witness my hand and seal this 20th day of April, 2022.


JOHN J. BRODERICK, JR.


DONNA L. BRODERICK

COMMONWEALTH OF MASSACHUSETTS


Berkshire, ss.

On this 20th day of April, 2022, before me, the undersigned notary public, personally appeared, **JOHN J. BRODERICK, JR. and DONNA L. BRODERICK**, who both proved to me through satisfactory evidence of identification, being (check whichever applies):

☐ driver's license or other state or federal government document bearing a photographic image,

☐ oath or affirmation or a credible witness known to me who knows the above signatory, or

☒ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Louis J. Oggiani, Notary Public
My commission expires: 7/31/2026



Louis J. Oggiani
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
7/31/2026

EXECUTIVE SUMMARY

TITLE: Subordination of a lien imposed by FY14 Housing Rehabilitation Program
390 Maple Avenue, Sheffield

BACKGROUND: Through a FY14 CDBG Housing Rehabilitation Program, Great Barrington granted funds to income-qualifying homeowners who needed to make repairs to their homes to address structural, safety, and code issues. This was a regional program led by Great Barrington, with funds granted to homeowners in both Great Barrington and Sheffield, and the Town of Great Barrington was the holder of all liens required under the program. Grants to homeowners were structured as deferred payment loans, under which the homeowners' obligation to repay the grant would decrease over a period of 15 years, at which time it would be forgiven.

One property with such a lien is 390 Maple Avenue in Sheffield. The property owner is seeking a home equity loan to make needed home repairs and the lender is requesting that Great Barrington subordinate its lien position.

RECOMMENDATION: The Selectboard vote to subordinate the lien and authorize the Town Manager to sign the subordination document.


WRITTEN BY:



Assistant Town Manager /
Director of Planning and Community Development

DATE: 12/11/23

APPROVED BY:



Town Manager

DATE: 12/11/23



2015 00236962

Bk: 2329 Pg: 92 SBRD

Page: 1 of 3 10/27/2015 03:58 PM

FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program REAL PROPERTY LIEN

We, Aimee Michel & John Lawson (OWNERS), of 390 Maple Avenue, Sheffield, MA 01257 (herein referred to as the GRANTOR) for consideration paid, grant to the Town of Great Barrington, acting by and through its FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM, 1 Fenn Street, Pittsfield, in said County and Commonwealth, on this

August 28, 2015, a real property lien and charge upon the land together with the building thereon situate, located at 390 Maple Avenue in said Town, (hereafter referred to as the "Premises") and being more particularly described as follows:

A parcel of land containing about 0.88 acres with a building thereon, situated on Maple Avenue and numbered 390 on said street, same being recorded in Southern Berkshire Registry of Deeds, Book No. 1909, Page No. 136.

WHEREAS: This lien is granted to secure the obligation of the GRANTOR to the Town of Great Barrington, pursuant to the 'Agreement between Property Owner and FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program' dated June 22, 2015. Pursuant to that agreement the FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM has provided funds to the GRANTORS in the amount of \$18,588.00 for rehabilitation of the Premises as referenced above.

- A. That, if in the event the Grantors sell or transfer title to said Premises in any manner other than by mortgage deed within fifteen (15) years from the date of their real property lien first mentioned above, the Grantors agree to pay to the Town of Great Barrington a sum to be determined in the following manner:

"Anniversary date" shall be defined as the date one year from the signing of this agreement and from year to year thereafter until 2030.

"Obligation" shall be defined as the amount of funds provided to the Grantors pursuant to the agreement.

| | | | |
|--------------------|------|-----------------------|----------|
| Within one year | 100% | Within nine years | 35% |
| With two years | 90% | Within ten years | 30% |
| Within three years | 80% | Within eleven years | 25% |
| Within four years | 70% | Within twelve years | 20% |
| Within five years | 60% | Within thirteen years | 15% |
| Within six years | 50% | Within fourteen years | 10% |
| Within seven years | 45% | Within fifteen years | 5% |
| Within eight years | 40% | After fifteen years | forgiven |

Property Address: 390 Maple Avenue, Sheffield, MA 01257

THEREAFTER, the Grantors will be under no obligation to repay any funds. In the event of mortgage foreclosure of the rehabilitation property within fifteen (15) years, the obligation to repay the funds shall automatically terminate.

- B. That, if no sale or transfer of title to said Premises occurs prior to the fifteenth anniversary date first mentioned above, this real property lien shall be automatically discharged. After such date, the Grantors shall be under no obligation to repay any funds received pursuant to the agreement and the interest to the Town of Great Barrington shall be terminated. Anything herein contained to the contrary notwithstanding, however, the Grantors or their assigns, successors, heirs, personal representatives, executors, administrators, as the case may be, shall be under no obligation to repay any funds granted hereunder as a result of the following transactions, whether or not they occur within the aforesaid fifteen (15) year period:
1. a transfer from one grantor to the other;
 2. a transfer from one grantor to the grantor and his or her spouse;
 3. a transfer from the grantors to the grantor's child or children as long as the grantor retains a life estate in the Premises;
 4. a transfer through will or intestacy to an heir or beneficiary of the grantor(s) so long as their heir or beneficiary retains the said property and does not transfer it to a third party within the aforesaid fifteen (15) year period.

WITNESS our hands and seals on the days and date first above written.

GRANTOR:

Aimee Michel
Aimee Michel, Owner

John K. Lawson
John Lawson, Owner

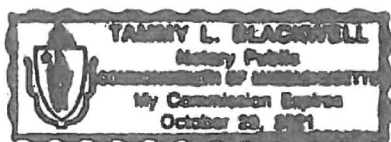
COMMONWEALTH OF MASSACHUSETTS

Berkshire, SS.

On this 28th of August, 2015 before me, the undersigned notary public, personally appeared Aimee Michel, proved to me through satisfactory evidence of identification, which was known to me, to be the person described in and whose name is signed on the preceding document, and acknowledged to me that she executed the same as her free will and deed.

Tammy L. Blackwell
Notary Public

My Commission Expires: Oct 29, 2021



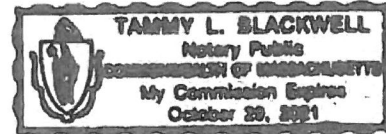
COMMONWEALTH OF MASSACHUSETTS

Berkshire, SS.

On this 28th of August, 2015 before me, the undersigned notary public, personally appeared John Lawson, proved to me through satisfactory evidence of identification, which was known to me, to be the person described in and whose name is signed on the preceding document, and acknowledged to me that he executed the same as his free will and deed.

Tammy L. Blackwell
Notary Public

My Commission Expires: Oct 29, 2021



FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM

BY: Patricia Mullins
Patricia Mullins, Program Manager

Return to: Great Barrington-Sheffield CDBG Housing Rehabilitation Program, c/o Berkshire Regional Planning Commission, 1 Fenn Street, Suite 201, Pittsfield, MA 01201

ATTEST: Berkshire South Wanda M. Beckwith Register



November 22, 2023
Revised December 4, 2023

Aimee Michel
390 Maple Avenue
Sheffield, MA 01257

Dear Aimee:

We are pleased to inform you that your application for a mortgage loan has been approved under the following terms:

Primary Terms:

| | |
|-------------------|---|
| Property Address: | 390 Maple Avenue Sheffield MA 01257 |
| Type: | Home Equity Credit Line |
| Amount: | \$50,000 |
| Term: | 300 months |
| Initial Rate: | 8.50% |
| Monthly Payments: | 10 Years Interest only followed by 15 Year Repayment Period |

Please refer to your Home Equity Line of Credit Disclosure that was provided to you at the time of your application for terms and conditions of our program.

Conditions

- One Owner Title Run Down as ordered by Lee Bank.
- Current Discover & Elan credit card statements
- Drive by appraisal as ordered by Lee Bank
- Lee Bank reserves the right to request additional information pertinent to clearing the loan to close within the guidelines of the product requested.
- This commitment will remain in effect until January 6, 2024 unless you arrange for its renewal

Conditions required at Closing:

- 3 Day Right of Rescission
- New Lee Bank HELOC to be in 2nd lie n position to Lee Bank 1st mortgage
- Provide Homeowner's Insurance binder listing Lee Bank ISAOA/ATIMA, PO Box 500 Coppel, TX 75019 as mortgagee and binder must show policy coverage period and annual premium

service • sincerity • simplicity

75 Park Street, Lee, MA 01238 • 413 243 0017 • 800 843 4100 • Fax 413 243 4415

3 Elm Street, P.O. Box 654
Stockbridge, MA 01262
413 298 3611

279 Main Street
Great Barrington, MA 01230
413 528 5531

180 South Street
Pittsfield, MA 01201
413 445 7270

450 Pittsfield Lenox Road
Lenox, MA 01240
413 499 9922

www.leebank.com
Member FDIC/Member DIF

LOCUS: 390 Maple Ave, Sheffield, MA

SUBORDINATION OF REAL PROPERTY LIEN

The Town of Great Barrington, present holder of a real property lien on the property located at 390 Maple Ave, Great Barrington, Berkshire County, Massachusetts ("Premises") pursuant to a grant through the FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program to Aimee Michel and John Lawson dated August 28, 2015 and recorded October 27, 2015 with the Southern Berkshire Registry of Deeds in Book 2329, Page 92, ("Subordinated Real Property Lien"), for no consideration paid, by vote of its Selectboard on _____, 2023, hereby subordinate the Subordinated Real Property Lien and the obligations secured thereby to a mortgage loan / home equity line of credit covering the Premises given by Lee Bank dated _____, 2023, in the principal amount of Fifty Thousand (\$50,000.00) ("Home Equity") recorded in the Southern Berkshire Registry of Deeds in Book _____, Page _____, to the same extent as if the Home Equity had been executed and recorded before the execution and recording of the Subordinated Real Property Lien.

Executed as a sealed instrument this _____ day of December, 2023, by Mark Pruhenski, Town Manager.

Mark Pruhenski

Witness

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this _____ day of December, 2023, before me, the undersigned notary public, personally appeared Mark Pruhenski, Town Manager of the Town of Great Barrington, MA, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____