

Mark Pruhenski
Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Special Joint Meeting of the Selectboard and Planning Board
Selectboard Meeting via Zoom and in person at 334 Main Street Great Barrington MA
Order of Agenda for Wednesday, August 2, 2023, at 5:00 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. CALL TO ORDER SPECIAL JOINT MEETING OF THE SELECTBOARD AND PLANNING BOARD
 - a. Update from Joint Selectboard/Planning Board Housing Subcommittee
 - b. Discuss implementation and action on Selectboard priorities that correlate with Planning Board priorities
 - c. Zoning compliance and enforcement
 - d. Master Plan status review
 - e. Planning Board's plan for community conversations
 - f. Citizen Speak Time
 - g. Adjourn joint meeting
2. CALL TO ORDER SELECTBOARD REGULAR MEETING
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works—Rate Case Filing and Executive Session
 - b. Mass Save energy efficiency and weatherization initiative for Great Barrington residents
 - c. Short Term Rental Update
5. PREVIOUS BUSINESS
 - a. *Continued from 6/22/2023 and 7/10/2023*: Housatonic Water Works—Temporary relief for residents/customers

6. NEW BUSINESS

- a. Elizabeth Freeman Mural Proposal- John Horan, Gwendolyn Hampton-VanSant of BRIDGE, and Britt Ruhe of Commonwealth Murals
- b. Community Preservation Committee 2-Citizen at Large Appointments.
- c. Host Community Agreement Renewal–Farnsworth
- d. Reappoint Andy Moro as Veterans Grave Officer with a term to expire in 2028
- a. Recommendation to Governor Healey for the governor’s seat on the Housing Authority
- b. SB Discuss a date for a special Town Meeting in October.

7. 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.

8. SELECTBOARD’S TIME

9. MEDIA TIME

10. ADJOURNMENT

NEXT SELECTBOARD MEETING

August 7, 2023	August 21, 2023	September 11, 2023	September 18, 2023
October 2, 2023	October 23, 2023	November 6, 2023	November 20, 2023
December 4, 2023	December 18, 2023		



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

Item 4, b.

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Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

July 12, 2023

Dear Great Barrington Resident,

I am excited to share some good news with you. The Town of Great Barrington is launching a new initiative to save residents energy and money, while lowering carbon emissions in our community. The Town is encouraging all homeowners and renters to participate in the Mass Save® program and take advantage of the generous offers available to make your home more comfortable this summer. As a Great Barrington resident, participating in the program is no additional cost to you.

To help our community members, Great Barrington has partnered with HomeWorks Energy, a longtime Mass Save partner, to perform energy assessments and recommended follow-up work. With higher energy costs this year, it is more important than ever to find ways to cut energy use at home.

Join your community and reduce your energy use: schedule your assessment or energy efficiency upgrades by calling (781) 305-3319 or visiting www.HomeWorksEnergy.com/GreatBarrington.

During your home energy assessment, a specialist will review your home's energy performance, including its insulation levels. Once your assessment is complete, you'll receive a personalized report detailing ways you can save energy and money all year long. Your specialist will also show you how to access Mass Save rebates and incentives available to Great Barrington residents, only offered through an assessment. Already had an assessment? You can still access new incentives listed below. Eligible benefits include:

- No-cost sealing of air leaks & 75%-100% off recommended insulation
- Up to \$10,000 in heat pump rebates
- 0% financing for energy efficiency upgrades up to \$50,000
- No-cost items like programmable thermostats, water-saving devices, and advanced power strips

Upgrades through the Mass Save program are one of the fastest and most impactful ways to reduce your energy use this summer. The Town is participating in the Mass Save Community First Partnership, sponsored by National Grid and Eversource, to help residents access this efficiency program. Depending on your household income, you may qualify for even greater incentives to make your home more efficient.

Efficiency improvements like weatherization can help lower heating and cooling costs, decrease your carbon footprint, reduce outside noise, provide year-round comfort, and control humidity and air quality. Working together, we can make a difference in the sustainability of our Town, while enjoying the benefits of energy efficiency in our homes.

Sincerely,

Mark Pruhenski, Town Manager

Some restrictions apply and offers are subject to change or cancellation. Visit www.MassSave.com/HEA for more information. If you heat with natural gas, call The Center for EcoTechnology (CET) at (800) 944-3212 for more information about available savings opportunities.

EXECUTIVE SUMMARY

TITLE: Housatonic Water Works – Financial Relief for Housatonic Residents and Businesses

BACKGROUND: The Housatonic Water Works Co. (HWW) is a privately owned utility, regulated by the Massachusetts Department of Public Utilities (DPU) and the Massachusetts Department of Environmental Protection (DEP). HWW serves roughly 1,400 residential and commercial customers through 849 service connections in the Village of Housatonic and portions of Stockbridge and West Stockbridge.

Thanks to the efforts of Representative Pignatelli and Senator Hinds, Great Barrington will receive a total of \$250,000 in relief funding that Chapter 268 of the Acts of 2022 included. In December of 2022, we submitted an application to DEP requesting a transfer of that funding and expect it to become available very soon.

While we await the arrival of this funding, the Selectboard should begin to strategize how it would like to proceed with providing relief to HWW customers.

Staff considered a few options including providing 5-gallon water jugs to residents during the most challenging summer weeks/months when manganese levels tend to spike, purchasing and providing a water filling station for residents, and providing small grants to property owners for the installation of water filtration systems.

RECOMMENDATION: After careful consideration of the above noted options, staff recommends the following approach be considered:

Offer grants of up to \$500 per property for the installation of water filtration systems. This funding would be provided to a Housatonic property owner or tenant (with written permission from the property owner) as a reimbursement once the installation is completed by a licensed plumbing contractor and proof of installation and inspection (if applicable) has been submitted to the town (retroactive to January 1, 2018). This would allow us to provide funding to 500 property owners or tenants. The program would remain in place until the funds are exhausted.


It's unclear how many property owners are directly impacted and how many will install water filtration systems at this time.

If after 6 months from program launch, funding remains available, the Selectboard should re-visit this discussion and consider providing additional funding to approved applicants.

FISCAL IMPACT: None. Funding was provided by the State of Massachusetts. Costs to local taxpayers are limited to staff time spent managing the program.

PREPARED AND APPROVED BY:

DATE:



Mark Pruhenski/Town Manager

5/30/2023



ELIZABETH FREEMAN MURAL PROPOSAL

For a community-engaged mural celebrating the life and legacy of Elizabeth Freeman

WHO WE ARE

Common Wealth Murals (CWM) is a MA based mural management nonprofit dedicated to creating public art that is by, for and about the people most impacted by the art. We have managed the creation of 39 murals in Springfield, and 6 in other MA towns, working with muralists from the US, Latin America and Europe. Of the 45 murals created so far, 25 were done using community-engaged processes which involved several thousand people in the design and painting of the murals. We are the co-founders of the Community Mural Institute, a training program for artists to learn how to create community-engaged murals. CWM has also produced Springfield's first 3 graffiti jams, window installations, bike kiosk installations highlighting local artists and makers in 7 Hamden and Hampshire County towns, 2 series of Chalk for Change sidewalk art installations, and other temporary public art installations.

For the Elizabeth Freeman mural, we are proposing a collaborative process of mural creation where the community partners with an experienced muralist to create a permanent, beautiful mural celebrating the life and legacy of Elizabeth Freeman. [This video](#) is a short overview of our community-engaged mural process.

OUR PROCESS

Engaging the community through the creation of a public work of art builds relationships and helps strengthen the ties that bind people together and connect people to the space and what happens in that space. It allows communities to proclaim, reclaim or rewrite the narratives of themselves and their shared spaces. It cultivates pride, and intentional visions of what the future could hold. Through collaborative mural creation people experience working together to create something beautiful. This powerful experience opens them up to the possibilities of what else they can achieve as a community.

We use a technique for creating community-engaged murals that allows artists to create high quality, large-scale murals which also include the community hand and vision. Through structured activities, the community is involved at two points in the process - design conceptualization and painting.



Phase One – Design: After establishing guidelines and objectives with the project coordinators, we engage your community stakeholders in structured activities and conversations to gather their ideas for themes and imagery to be explored in the mural design. The activities are structured to be fun and to encourage individual expression, a sense of belonging, safety and dialogue between participants. After these community engagements, the muralist designs the mural through several rounds of feedback from the project administrators.



Phase Two – Painting: Once the design is finalized, we engage the community in the painting of the mural during several community paint parties. We turn the whole mural design into a giant paint-by-numbers on mural canvases so that hundreds of people can help paint the mural. The paint parties promote a common sense of ownership of the artwork and build pride in place, and provide a space to build friendship and connection between community members. We can hold these paint parties in classrooms, in a park, inside or outside...pretty much anywhere you want us to go! After the paint parties, we bring the canvases back to our studio for more painting and the detail work.





Phase Three - Installation and Celebration: Once the painting of the panels is complete, the muralist installs them on the wall in a process very similar to installing wallpaper. After the canvases are adhered to the wall, the muralist touches up the canvases and then seals the mural with a clear acrylic gel to ensure a seamless, high-quality, long-lasting work of art. A mural created using this technique lasts longer than a mural painted directly onto the wall, and once it is up, looks as if it was painted directly on the wall. The installation process will last for approximately 7 days. When the installation is finished, we recommend a community unveiling to celebrate what we created together!



TIMELINE

In this process, design engagement to mural completion takes 4 to 5 months. There are not many muralists who know this technique, and those that do usually book their calendars out a year in advance. If the funding is secured quickly, we may be able to complete this mural before the end of September 2023, depending on muralist availability. We can also plan to begin the design engagement in the winter or early spring of 2024 and install the mural in spring or summer of 2024.



PROJECT COST

The total cost for a mural of this size (approximately 900sf) is \$22,000.

Phase 1: Design		
Community Design Events	\$ 210	Artist time, assistants, materials
Lead Artist Fee	\$ 500	Design, Presentation, Revisions, Approval, Layout & Palette Development
Total	\$ 710	
Phase 2: Fabrication		
Materials	\$ 4,800	Paint, supplies, mural fabric and adhesive
Community Make Parties	\$ 235	Supplies for community painting events
In Studio Painting	\$ 2,200	Artist time painting
Total	\$ 7,235	
Phase 3: Installation		
Wall Prep and Lift Rentals	\$ 3,020	
On-Site Painting/Installation	\$ 4,535	Installing the mural and overpainting on the wall
Total	\$ 7,555	
Project Management, Travel and Overhead		
Project Management	\$ 1,700	9% of direct costs
Overhead & Contingency	\$ 1,000	5% of direct costs
Travel, Room and Board	\$ 3,800	For Lead Artist
Total	\$ 6,500	
TOTAL PROJECT COST	\$ 22,000	



MASON LIBRARY Pleasant Street side

Item 6; b.

EXECUTIVE SUMMARY

TITLE: Appointment of two citizen members to the Community Preservation Committee (CPC)

BACKGROUND: The CPC is made up of nine members, two of which are “citizen-at-large” appointments by the Selectboard. The terms of both of the existing appointees, Martha Fick and Patricia Sharpe, have expired but both are eager to serve the Town again in this capacity for another term.

The CPC is charged with implementing the Community Preservation Act which provides funding for affordable housing, historic preservation, and open space and recreation projects in Great Barrington. The CPC administers the community preservation fund, adopts a community preservation plan, receives proposals from the public and private sector for expenditures from the fund, and recommends to Town Meeting projects deserving of funding.

RECOMMENDATION: The Selectboard vote to appoint Martha Fick and Patricia Sharpe as the two citizen at large members of the Community Preservation Committee for terms of three years each, to expire June 30, 2026.

WRITTEN BY:

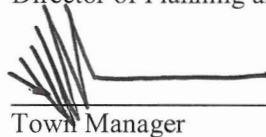


DATE:

7/20/23

Assistant Town Manager /
Director of Planning and Community Development

APPROVED BY:


Town Manager

DATE:

7/20/23

Chris Rembold

From: Patricia Sharpe <psharpe@simons-rock.edu>
Sent: Monday, July 17, 2023 7:34 PM
To: Chris Rembold
Subject: Re: CPC membership

****CAUTION:****

****This is an external email, be vigilant****

*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Hi Chris,
I am eager to continue.
Pat

On Mon, Jul 17, 2023 at 4:36 PM Chris Rembold <crembold@townofgb.org> wrote:

Hi Martha and Pat –

Thank you both for your service on the CPC these many years! Are you interested in continuing in your roles on the CPC? If so, I'll ask the Selectboard to reappoint you.

Thanks!

Chris



Christopher Rembold, AICP

Assistant Town Manager /
Director of Planning and
Community Development
413-528-1619, x. 2401
crembold@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

Chris Rembold

From: Martha Fick <martha.fick@gmail.com>
Sent: Monday, July 17, 2023 4:39 PM
To: Chris Rembold
Subject: Re: CPC membership

****CAUTION:****

****This is an external email, be vigilant****

*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Hi Chris,
Time flies! Didn't realize it was time to renew. Yes, I wish to continue on the CPC.
Thank you, Martha

On Jul 17, 2023, at 4:36 PM, Chris Rembold <crembold@townofgb.org> wrote:

Hi Martha and Pat –

Thank you both for your service on the CPC these many years! Are you interested in continuing in your roles on the CPC? If so, I'll ask the Selectboard to reappoint you.

Thanks!
Chris

<image001.jpg>

Christopher Rembold, AICP

Assistant Town Manager /
Director of Planning and
Community Development
413-528-1619, x. 2401
crembold@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

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TOWN OF GREAT BARRINGTON
AND

HIGHMINDED, LLC

HOST COMMUNITY AGREEMENT

FOR MARIJUANA PRODUCT MANUFACTURER

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 12th day of August, 2019 by and among HIGHMINDED, LLC, a Massachusetts limited liability company, and any successor in interest, with a principal office address of 126 Main Street, Great Barrington, MA 01230 ("Highminded") and HIGHMINDED MFG, LLC a Massachusetts limited liability company, and any successor in interest, with a principal office address of 126 Main Street, Great Barrington, MA 01230 (the "Company"), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the "Town").

WHEREAS, Highminded has entered into a Host Community Agreement with the Town dated January 16, 2019 for an Adult-Use Marijuana Retail Establishment located at 126 Main Street, Great Barrington, MA 01230 ("Retail Establishment"), and the Company desires to add the accessory use of Marijuana Product Manufacturing for sale at Retail Establishment and wholesale distribution of marijuana for adult use (the "Manufacturing Establishment" or the "Facility") to the uses conducted at Retail Establishment facility which comprises 1,481 square feet retail (public and back of house, vault, etc.) and 346 square feet office and meeting room (not public) located at 126 Main Street, Great Barrington, MA 01230 as shown as Assessor's Map 14, Lot 33 (the "Property"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to, 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate a Manufacturing Establishment in Town and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of an Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a Manufacturing Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments. If the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

A. Community Impact Fee

The Town acknowledges that, as presented, no additional community impact will occur for products manufactured for sale at Retail Establishment, and therefore waives any Community Impact Fee on account of that activity. The Company anticipates that the Town may incur additional expenses and impacts due to wholesale distribution for marijuana manufactured at Facility. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual community impact fee to the Town, in the amount and under the terms provided herein (the "Annual Community Impact Fee").

1. Company shall pay an Annual Community Impact Fee in an amount equal to One and one half percent (1.5%) of the wholesale value of marketable product produced by the product manufacturing operations at the Manufacturing Establishment which are related to wholesale distribution to other off-site marijuana establishments only. Wholesale value shall be determined by arms-length wholesale sales made by the Company during the year and shall include all marijuana products manufactured and sold wholesale by the Company.
2. The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30) and is payable no later than the twentieth (20th) day following the end of the quarter. The Annual Community Impact Fee for the

Company's first quarter of operation shall be prorated if the Facility is open for a portion of that quarter. The Annual Community Impact Fee payment shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate a new Annual Community Impact Fee.

3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Legal Fees

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to reimburse the Town for legal expenses associated with the negotiation and execution of this Agreement.

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the

monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

D. Annual Reporting for Host Community Impact Fees

The Company shall submit annual financial statements to the Town within thirty (30) days after June 30 of each year, the close of the Town's fiscal year, with a certification of its annual sales and production, including full details regarding production for wholesale distribution. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility.

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued

operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord. Neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 (Annual Payments) of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

The Company shall promptly report the discovery of the following to Town Police within 24 hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of

marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the community impact hearing in Town relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for an Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

8. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, bylaws, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq.; the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122; 314 CMR 7.00: Sewer System Extension and

Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

9. Odor Control Technology

The Company shall ensure that odor from the Facility is not released so as to constitute a nuisance to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval, such approval not to be unreasonably withheld. At a minimum, the Company shall utilize a closed air system at the Facility so as not to relieve or introduce any outdoor air into the Facility, nor allow any indoor air to escape, and shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Facility. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency, and shall confer with and cooperate with the Town in the implementation of the odor mitigation plan.

10. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any Establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of Establishment as the entity governed by this Agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for an Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee totaling a higher percentage of wholesale value or gross sales for the same type of Establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

11. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

12. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town.

13. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

14. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town: Town Manager
 334 Main Street
 Great Barrington, MA 01230

To Licensee: Highminded MFG, LLC
 c/o Alexander Farnsworth, Manager
 126 Main Street
 Great Barrington, MA 01230
 alexander@highminded.com

with a copy to:

Kathleen M. McCormick, Esq.
McCormick, Murtagh & Marcus
390 Main Street, Suite 2
Great Barrington, MA 01230
kmccormick@mccormicklegal.com

15. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

16. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

17. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

18. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

19. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

20. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

21. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

22. No Joint Venture

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

25. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of any and all annual payments due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

26. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of action, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

27. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

28. Special Permit

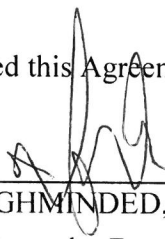
This Agreement is subject to the Company obtaining a Special Permit issued by the Town's Selectboard for a Marijuana Establishment, Manufacturing, in a B2 zone in accordance with Section 3, Use Regulations of the Town of Great Barrington Zoning Bylaws prior to issuance of Final License from the Cannabis Control Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

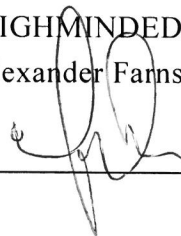


TOWN OF GREAT BARRINGTON

Chair, Selectboard,
On behalf of the
Town of Great Barrington



HIGHMINDED, LLC
Alexander Farnsworth, Manager

HIGHMINDED MFG, LLC
Alexander Farnsworth, Manager


FIRST AMENDMENT TO THE HOST COMMUNITY AGREEMENT

Between
Town of GREAT BARRINGTON, Massachusetts
And
Highminded, LLC d/b/a Farnsworth Fine Cannabis

HOST COMMUNITY AGREEMENT

This AMENDMENT (“Amendment”) is entered into this ___ day of _____, 2023 by and between Highminded, LLC, a Massachusetts limited liability company, for itself and any successor in interest, doing business as Farnsworth Fine Cannabis, with a principal office address of 126 Main Street, Great Barrington, Massachusetts 01230 (the “Company”) and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the “Town”).

RECITALS

WHEREAS, The Parties executed a Host Community Agreement on January 16, 2019 (the “HCA”) pertaining to the Company’s desire to locate an Adult-Use Marijuana Retail Establishment (the “Establishment”) for the retail sale of adult-use marijuana and marijuana products at a facility with 1,481 SF Retail (public and back of house, vault, etc.) and 346 SF office and meeting room (not public) located at 126 Main Street, Great Barrington, MA 01230, as shown on Assessors’ Map 14, Lot 33 (the “Facility”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Parties seek to amend certain terms of the HCA; and

WHEREAS, the Parties intend by this Amendment to satisfy the provisions of G.L. c. 94G, §3(d) applicable to the operation of the Facility, such operation activities to be done only in accordance with the applicable state and local laws and regulations in the Town.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Section 2(A) of the HCA, Community Impact Fee, is amended to read as follows:

A. Community Impact Fee

The Town may incur additional expenses and impacts on the Town of Great Barrington’s road and other infrastructure system, law enforcement, fire protection services, and inspectional services, as well as unforeseen impacts on the Town. Accordingly, in order

to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual Community Impact Fee to the Town when requested in writing by the Selectboard, provided, however, such request and payment shall comply with the following terms and conditions:

1. Annually, in conjunction with the Cannabis Control Commission's renewal requirements, the Company shall receive a written notice from the Selectboard within a period of not more than 90 days and at least 60 days prior to the date of the annual renewal of a final license to operate the Facility. This notice will include an invoice for a Community Impact Fee assessed upon the Company. The Company shall annually provide written notice to the Town within ten days after the license renewal by the Cannabis Control Commission. The Community Impact Fee shall reasonably relate to all costs imposed upon the Town by the operation of the Facility in the prior license year period. Along with the invoice, the Town shall provide documentation required pursuant to G.L. c.94G, §3(d)(2)(iii).

2. The amount of the Community Impact Fee shall not exceed three (3) per cent of the gross sales at the Facility pursuant to its Marijuana Retailer License. If the Community Impact Fee assessed in the invoice exceeds said three (3) per cent of gross sales for the year in which the Community Impact Fee relates, the Company shall submit financial statements documenting its gross sales for the period in question to the Town within 30 days of receipt of the invoice as provided in Section 2(A)(1) of this Agreement.

3. Objections to documented costs invoiced by the Town, including objections as to whether any estimates or other assertions of costs are reasonably related to costs imposed upon the Town, must be provided in writing, within 30 days of receipt of the invoice and documented costs, or said objections shall be waived by the Company. If the Company submits an objection, the Parties shall engage in good faith negotiations, for a period of at least thirty (30) days, to resolve the objection and agree upon the amount of the Community Impact Fee. If the Parties are unable to resolve the objection, they may exercise their rights under the Agreement and at law.

4. Payment of the annual Community Impact Fee shall be made within 45 days of receipt of the invoice or revised invoice, where applicable. If there is an objection, payment of the undisputed amount shall be made within said 45 days.

5. The annual Community Impact Fee shall continue for a period of eight (8) years from the date operation of the Facility began, unless a longer period is allowed by law, whether by amendment of G.L. c.94G, §3 or otherwise.

II. Section 2(C)(3) of the HCA, Other Costs, is stricken in its entirety;

III. Section 2(C)(4) of the HCA, Late Payment Penalty, is stricken in its entirety;

- IV. Section 2(D) of the HCA, Annual Charitable/Non-Profit Contributions, is stricken in its entirety;
- V. Section 9 of the HCA, Re-Opener/Review, is stricken in its entirety;
- VI. Section 11 of the HCA, Term, is amended to read as follows:

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town but the Community Impact Fee shall be limited to the period of eight (8) years from the start of Facility operations.

- VII. This Amendment may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Amendment by signing one or more counterparts.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first written above.

TOWN OF GREAT BARRINGTON

HIGHMINDED, LLC

d/b/a FARNSWORTH FINE CANNABIS

Stephen Bannon
Chair, Selectboard
On behalf of the
Town of Great Barrington

Alexander Farnsworth
Manager

11 George Street
Great Barrington, MA 01230
July 4, 2023

Mark Pruhenski, Town Manager
Town Hall
334 Main Street
Great Barrington, MA 01230

Dear Mark –

Please accept this letter as my formal application to be considered for the state-appointed seat on the Board of the Great Barrington Housing Authority. As my own work commitments have been slowing down, I have been hoping to offer some time in service to the town, and I am aware that the Great Barrington Housing Authority has not had a full board for some time now.

I have resided in Berkshire County since 1989, and been a homeowner in Great Barrington since 1999. I have been employed as an independent bookkeeper, office manager, and consultant since the early 1990's serving a variety of clients including general contractors, store owners, lawyers, realtors, and not-for-profits. I understand the GBHA Board oversees a significant annual budget, and I think perhaps with my background, I could contribute. In addition, I have a genuine concern for people with limited means, especially in the face of a scarcity of affordable housing options. It would be a privilege to help in whatever way I could.

I am aware from our conversation that this process involves careful consideration of my candidacy by both our Selectboard and the current members of the Great Barrington Housing Authority Board along with input from the GBHA staff's Executive Director.

I have done my best to share a copy of this letter with all those involved in the decision-making process using the contact information I found on the town's website. I am happy to receive questions by email to meiermo@yahoo.com, and I am also willing to make time to meet anyone who might like to get to know me in person.

If you could help by following up with all those mentioned above, I would very much appreciate it. In the meantime, I look forward to finding a way to help.

Thank you,



Maureen E. Meier

CC: Great Barrington Select Board Members, GBHA Board Members, GBHA Executive Director