

Mark Pruhenski
Town Manager

E-mail: mpruhenski@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER
Selectboard Meeting via Zoom
Order of Agenda for Monday, April 11, 2022, 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 the Governor's February 12, 2022 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Selectboard will be conducted 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 who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

5:00 site visit, at 964 Main Street, for Board members only

*****ALL VOTES ARE ROLL CALL*****

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
 - a. March 28, 2022
 - b. March 30, 2022
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
5. LICENSES AND PERMITS
 - a. Annual spring license renewals for real estate sign licenses and coin operated beverage machine
 - b. Andy Moro for the American Legion Murphy-Leary Post 298, permission to hand out poppies for donations in Great Barrington and the Village of Housatonic during the month of May
 - c. Andy Moro for the American Legion Murphy-Leary Post 298, permission to hold a poppy Boot Drive on Main Street between Gas House Lane and the entrance to JB Hull Oil Inc. on Saturday May 21, 2022 from 10 AM to 2 PM., with a rain date of May 28, 2022
 - d. Kelley Vickery and Lauren Ferin for Berkshire International Film Festival for 2-One Day Liquor Licenses on June 2 from 5PM to 11 PM and on June 4 from 5 PM to 11 PM behind Town Hall, 334 Main Street

- e. Kelley Vickery and Lauren Ferin for Berkshire International Film Festival for 2-One Day Entertainment Licenses on June 2 from 5PM to 11 PM and on June 4 from 5 PM to 8 PM behind Town Hall, 334 Main Street
- f. Kelley Vickery and Lauren Ferin for Berkshire International Film Festival requesting a Parking Moratorium in Town between Wednesday June 1 to Monday June 6
- g. Kelley Vickery and Lauren Ferin for Berkshire International Film Festival requesting permission to hang banners on poles along Main Street between Pleasant and Bridge Street and 3 poles on Bridge Street for the period of April 18 to June 6
- h. Great Barrington Arts Market, c/o Molly de St Andre and Kristen Kanter, Managers and the Great Barrington Farmer's Market, for permission to close Church Street between Main Street and School Street, on Saturdays from 7 AM to 3 PM beginning May 7 to October 29, 2022 for the Arts Market season; and from May 7th – November 12, 2022 for the Farmer's Market

6. PUBLIC HEARINGS

- a. (Continued) Vrushank Patel for I Shree-3 LLC, 229 Stockbridge Road for a Wine and Malt Package Store License
- b. (Continued) Special Permit application from the Southern Berkshire Chamber of Commerce, c/o Betsy Andrus, Executive Director, for new construction in the Village Center Overlay District; work includes replacing the existing visitor booth at approximately 362 Main Street, Great Barrington, with a new larger building in the same location, and a parking waiver. Application is filed in accordance with Sections 9.2, 6.9, and 10.4 of the Zoning Bylaw. Applicant seeks a three-month continuance until July.
 - i. Vote to open the public hearing
 - ii. Vote to continue the public hearing
- c. Special Permit application from Meed Cannabis LLC, c/o David M. Ullian, Vicente Sederberg LLP, Prudential Tower, 800 Boylston Street, 26th Floor, Boston, MA 02199, for a marijuana cultivation and transportation establishment in an Industrial zone at 964 Main Street, Parcel B, Great Barrington. Application is filed in accordance with Sections 3.1.4 C(13), 7.18 and 10.4 of the Zoning Bylaw.
 - i. Vote to open the public hearing
 - ii. Presentation from the applicant
 - iii. Questions from the Board
 - iv. Public comment and questions
 - v. Comments from other boards/commissions
 - vi. Discussion/deliberation by the Board
 - vii. Vote to continue or close the hearing
 - viii. Vote to continue/deny/grant the special permit

7. NEW BUSINESS

- a. Appointment of Dan Miller to the 5-Town Cable Advisory Committee
- b. Main Street Pedestrian/Crosswalk Safety Presentation- BETA Engineering
- c. Ramsdell Library Entrance Presentation
- d. American Rescue Plan Act Funding–Recommendation from staff

e. Railroad Street Outdoor Dining and Entertainment 2022

8. 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.

9. SELECTBOARD'S TIME

10. MEDIA TIME

11. ADJOURNMENT

NEXT SELECTBOARD MEETING

April 25, 2022

May 11, 2022

May 23, 2022

June 13, 2022



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.

Selectboard Meeting Packet for April 11, 2022
 Item 5. a. Annual Spring License Renewals

Type of License	Company	Name	Physical Address	Physical City ST Zip	Purpose
Coin Operated Soft Drink and Food Machine	Berkshire South Regional Community Center	Jenise Lucey	15 Crissey Road	Great Barrington MA 01230	Soft drinks (2); and Snack machine (1); CK#14765
Coin Operated Soft Drink and Food Machine	Fairview Hospital	Roger Knysh	29 Lewis Avenue	Great Barrington MA 01230	Beverage (1); and snack (1) machines/CK#6902848
Coin Operated Soft Drink and Food Machine	Wind in the Pines	Robert Hatch	949 Main Street	Great Barrington MA 01230	Soda (1); and Candy (1) machines/CK#24168
Real Estate Sign License	Alden Country Real Estate Se	Daniel Alden	260 Hartsville-Mill River	Mill River, MA 01244	CK#204
Real Estate Sign License	Barnbrook Realty	Mary R. White	271 Main Street	Great Barrington, MA 01230	CK#14524
Real Estate Sign License	Berkshire Property Agents	Jennifer Harvey	12 Railroad Street	Great Barrington, MA 01233	CK#10701
Real Estate Sign License	Cohen & White Associates LL	Mary Jane White	47 Church Street	Lenox, MA 01240	CK#5411
Real Estate Sign License	Great Barrington Owner LLC	Glenn Langenback	313-323 Main Street	Great Barrington MA 01230	CK#1000505
Real Estate Sign License	Helen Mullany Real Estate LL	Helen Mullany	183 Main Street	Great Barrington MA 01230	CK#2486
Real Estate Sign License	Lance Vermeulen Real Estate	Lance Vermeulen	283 Main Street	Great Barrington, MA 01230	CK#19448
Real Estate Sign License	MacCaro Real Estate	Anthony Caropreso	51 Main Street	Lee MA 01238	CK#4663
Real Estate Sign License	Stone House Properties LLC	Lori J. Rose	35 Railroad Street	Great Barrington MA 01230	CK#4190
Real Estate Sign License	Wheeler & Taylor Realty Co.	Douglas Goudey	333 Main Street	Great Barrington, MA 01230	CK#27299
Real Estate Sign License	William Pitt Sotheby's Real E	Tim Donnelly	308 Main Street	Great Barrington MA 01230	CK#2073454
Real Estate Sign License	Housatonic Real Estate	Suzann Laverack Ward	402 Park Street	Housatonic MA 01236	CK#1268

American Legion
Murphy – Leary, Post 298
Cone Avenue
Housatonic, Ma

To: Select – Board and Town Manager

The Murphy – Leary Post 298 request permission to hand out Poppies for donations in Great Barrington and the Village of Housatonic during the month of May.

The American Legion adopted the Memorial Poppy in September 1920 in remembrance with the great lost of life during The Great War of 1914 – 1918. Money raised during the collection supports the welfare of local veterans.

I look forward to answering any concerns you may have.

Sincerely:

Andy Moro

Vice Commander

Post 298

413-770-3002

RECEIVED
TOWN OF GREAT BARRINGTON

MAR 31 2022

SELECTBOARD &
TOWN MANAGER'S OFFICE

American Legion
Murphy – Leary Post 298
Cone Avenue
Housatonic, Ma

March 25, 2022

To the: Select-Board and Town Manager

The Murphy – Leary Post 298 request permission to hold a Poppy Boot Drive on Main Street, Great Barrington. The boot drive will take place in the road between Gas House Lane and the entrance to JB Hull Oil Inc. Date requested Saturday May 21st. Rain date May 28th.

hours 10 am – 2 pm.

The American Legion adopted the Memorial Poppy in September 1920 in remembrance with the great loss of life during The Great War of 1914 – 1918. Money raised during the collection supports the welfare of local veterans.

I look forward to attending your meeting to address any concerns you may have.

Sincerely:

Andy Moro

Vice Commander

Post 298

413-770-3002

RECEIVED
TOWN OF GREAT BARRINGTON

MAR 31 2022

SELECTBOARD &
TOWN MANAGER'S OFFICE

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Kelley Vickery
Organization Name: Berkshire International film festival
Applicant's Address: 40 RAILROAD ST SUITE 5-7, GB
Telephone Number: 413.528.9030
Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)
Event: OPENING NIGHT AT BIFF
Date: JUNE 2 Start Time: 5pm End Time: 11pm
Event Address: Behind Town Hall under tent
Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

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

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

Kelley Vickery
Signature of Applicant

3.21.22
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____



Th. June 2

TOWN OF GREAT BARRINGTON
Temporary Weekday Entertainment License Application
\$25.00 per day

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws, Ch.140 Sec.183A amended, Ch.351, Sec.85 of Acts of 1981 and Ch.140 Sec.181.

Name: Kelley Vlckery / Lauren Ferin

Business/Organization: Berkshire Int'l film festival

D/B/A (if applicable): Ø

Address: 40 Railroad St. Suite 5-7, GB

Mailing Address: PO BOX 237, GB MA

Phone Number: 413.528.9030

Email: lauren@biffma.org

TYPE: (Check all that apply) Concert Dance Exhibition Cabaret DJ

Live band with up to 8 (TBD) pieces, including singers Public Show

Other (please explain) would be ~~less~~ ^{upto} than 8 pieces or possibly a DJ.

INCLUDES: Live music Recorded music Dancing by entertainers/ performers

Dancing by patrons Amplification system Theatrical exhibition

Floorshow Play Moving picture show Light show Jukebox

Other (please explain) entertainment during a short cocktail period.

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (M.G.L.Chp.140 Sec.183A)

YES

NO ||

Please circle: INDOOR or **OUTDOOR** Entertainment

Exact Location of Entertainment (include sketch): behind Town Hall in

large tent provided by Mahalwe Tent

Date(s) of Entertainment*: Thursday June 2

*Does not include SUNDAY

Start & End Times of Entertainment: 5 - 8 pm

Does your event involve any of the following? (Check all that apply)

- Food
- Temporary Bathrooms
- Tents
- Stages ^{maybe}
- Temporary Signs
- Electrical Permits
- Building Permits
- Police Traffic Details
- Street Closures

ALL entertainment licenses will be reviewed by the Design Review Team (DRT), which is comprised of several Town departments, for comments/concerns on this application.

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

Lauren Lewis
Signature of Individual or
Corporate Officer

3.24.22
Date

012-70-7731
SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: DRT has no issues. (CP)

APPROVAL DATE: _____

LICENSE # _____

★ SEE DIAGRAM
FOR SAT. JUNE 4

berkshire international film festival

February 24, 2022

BOARD OF TRUSTEES

Kelley Vickery,
Founder and Artistic Director
Pat Fili-Krushel,
Chair
Ronald Frohne,
Vice-Chair
Richard Stanley,
Treasurer
Fern Portnoy,
Secretary
Karen Allen
Shani Ankori
David Fenkel
Marcia Feuer,
Advisory Board Liaison
Bob Harper
Eric Haythorne
Peter Herbst
Daniel Mathieu
Kate Morris
Mary Mott
Elissa Myers
Sheila Nevins
Jeryl Oristaglio
Annie Selke
Irving Smokler
Kevin Sprague

ADVISORY BOARD

Elizabeth Aspenlieder
Harry Chotiner
Andy Clayman
Joe Corcoran
Alejandro de Onis
Emily Gabriel
Michael Haley
Carol Haythorne
Bobby Houston
Maureen Jerome
Lillian Lennox,
Festival Programmer
Nicholas Ma
Julia Mintz
Seth Nash
Maria Nation
Barbara Newman
Lisa Newmann
Neil M. O'Brien
Laura Palmer
Sarah Patrick
Maurice Peterson
Greg Rhem
Fred Seibert
Jacqueline Togut
John Valente
Cynthia Wade
Suky Werman
Tom Werman
Cynthia Wick
Shelly Williams
Lauren Ferin,
Executive Assistant
Carolyn Lancaster,
Filmmaker Summit Producer

BOARD EMERITI

Gary Hill
Ken Regan
Tania Walker

Selectboard
Town Hall
334 Main Street
Great Barrington, MA 01230

Dear Selectboard Members:

The Berkshire International Film Festival will resume its regular schedule, the first weekend after Memorial Day as we celebrate our Sweet 16th annual festival in Great Barrington. This year the BIFF will take place June 2-5. With every festival, we are deeply appreciative of the support and cooperation of the town, businesses and community.


We are submitting applications for entertainment and liquor permits for the various events we will host in the tent behind the Town Hall. We would like to propose that the Selectboard grant a moratorium to lift the parking laws for the weekend of the BIFF to eliminate the inconvenience and stress for patrons having to move their vehicles to different locations due to the time constraints of the parking and receiving parking tickets while they attend the festival. The Selectboard has graciously granted this request in the past, and we hope to receive permission once again.

We would also like permission to occupy three parking spaces behind the Town Hall for the purpose of placing a storage unit to hold rentals, donated materials, beverages, etc. that we need to have access to during the BIFF weekend. These spaces would be occupied beginning late on Wednesday, June 1st and will be vacated by Monday morning, June 6th.

The BIFF hopes to continue bringing the best in film, exciting events and foster good will within the community.

We thank you for your time and attention regarding all BIFF matters and appreciate the Town and Boards' partnership and support in our efforts.

Kind regards,



Kelley Vickery
Founder and Artistic Director
Berkshire International Film Festival



TOWN OF GREAT BARRINGTON
MASSACHUSETTS

MEMORANDUM

TO: SB
FROM: Edwin May C B O
DATE: 3-24-22
COPY: file
SUBJECT: Railroad St. Banners – BIFF

I find the event banner application to be complete and correct as per the following checklist of requirements for Banners c.146-6 (1);

App. Complete	incomplete Complete #
Attachment eng.	81 R sign contractor application
Insurance Bond	No submission ; Pending Don't file
Size	6 sf -OK
Length of time	none listed # April 18 to June 6
Number of banners	14 Main St / ? Railroad St.
Permit from BOS	Pending
Zoning district	B_OK
National Grid	signed agreement 3/3/22

March 3, 2022

Name: Kelley Vickery

Address: 40 Railroad Street, Suite 5-7 Great Barrington, MA 01230

Re: Use of poles for hanging decorative banners

Dear Kelley:

Massachusetts Electric Company ("Mass. Electric") understands that you wish to install certain types of decorative banners, flags, or single pole fixtures on our poles along public ways. Mass. Electric will allow Berkshire International Film Festival ("Customer") to install banners (Fixtures") on our poles along Main Street between Pleasant and Bridge Street and 3 poles on Bridge Street in Great Barrington ("Municipality") for the period of April 18 to June 6 in accordance with the following requirements:

- 1) Prior to installing any Fixtures, Customer must obtain Verizon's approval for installation on any poles that Mass. Electric jointly owns with Verizon and must provide Mass. Electric with written documentation that Municipality approves the installation.
- 2) Customer shall be responsible for the proper installation, maintenance, and future removal of the Fixtures.
- 3) Fixtures may be attached individually on a single pole along the side of the road (not across a roadway) as long as the vertical clearance from the Fixtures to the ground is a minimum of 13 feet over pedestrian walkways, and 16 feet over streets, driveways, loading docks, and anywhere else that there is motorized traffic. Fixtures must be installed below the lowest telephone cables on the pole. Note that this requirement may make the height of the Fixtures less than the minimum required in places, and bar installation at those places unless the size of the fixture is decreased. Fixtures may not be installed between two wooden or aluminum poles along or across a roadway.
- 4) The maximum size of any Fixtures is 30" x 36", with a maximum weight not to exceed 5 pounds. Customer shall not use any Fixtures that require electric service or batteries to operate.
- 5) Customer shall use band clamps to install the Fixtures and may not drill into the poles.
- 6) Customer or its contractor shall install the Fixtures at the Customer's expense.
- 7) Mass. Electric reserves the right to remove the Fixtures at any time Mass. Electric deems it necessary for the maintenance or operation of its poles. If Mass. Electric determines, in its sole discretion, that a pole is damaged for any reason and must be replaced, Mass. Electric will remove the pole and may dispose of any Fixtures on that pole. In all instances, Mass. Electric shall have no responsibility to replace the Fixtures or reimburse Customer for them.

8) Customer agrees to remove any Fixtures at Mass. Electric's request if, in Mass. Electric's opinion, the Fixtures begin to deteriorate or are deemed offensive or a safety hazard to any residents or public officials.

9) Customer warrants that it is an association, institution, non-profit organization, or other entity operating for the public good, and not a commercial entity. Customer agrees not to install any commercial advertising on the Fixtures. Customer may, however, put up to two sponsor logos in the lower corner of the Fixture, if they take up less than 1/10 of the Fixtures' area.


10) The Customer will provide an insurance certificate naming Mass. Electric as an additional insured in the amount of \$2 million.

11) Mass. Electric shall not be liable to the Customer, its officers, employees, agents or contractors under any legal or equitable theory for any claims for direct, indirect, consequential, or other damages of any nature including, but not limited to, damages for personal injury, property damage, or lost profits connected with the installation of the Fixtures.

12) Customer agrees to indemnify and save harmless Mass. Electric, its affiliates, and their employees or agents or any of them from and against any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees and expenses of), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from or related to the installation of Fixtures including, without limiting the generality of the foregoing, claims for or resulting from (i) injury to, or the death of, persons or damage to property; or (ii) violation of this agreement or of any applicable federal, state or municipal laws, regulations, codes and ordinances..

If you agree with the terms of this letter, please sign below and return this letter to me. Thank you very much.

Very truly yours,

 3-25-22

MEC Director

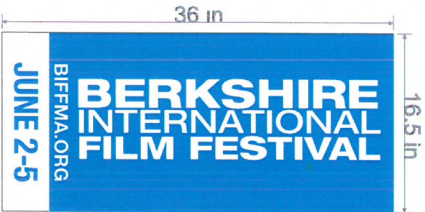
Acknowledged and agreed:

Name: Kelley Vickery

Title: Artistic Director

Organization: Berkshire International Film Festival

Aluminum Lamp Post



Project Name:

Scale: As Noted

Date:

Phone #:

Proofed By:

Estimated Cost:

Phone: 413-528-8908

Fax: 413-528-8906

Email: Ryan@LarkinLTD.com

Address: 974 Main St STE 1

Great Barrington, MA 01230



From: [Great Barrington Arts Market](#)
To: [Amy Pulver](#); [Carmen Morales](#)
Cc: [market manager](#); [Great Barrington Arts Market](#)
Subject: Request to Be Placed on the Great Barrington Selectboard April 11th, 2022 Meeting
Date: Tuesday, March 29, 2022 5:12:43 PM
Attachments: [2022 Letter to Town of GB.docx](#)
[Great Barrington Art Market Request for Closure Church Street 2022 Season.docx](#)

****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*****

Hello Amy & Carmen,

I am writing to follow up from my inquiry earlier today regarding being placed on the schedule for the April 11, 2022 Selectboard Meeting. The GB Arts Market and GB Farmers Market are requesting approval by the Town and Selectboard to close Church Street during our market season May 7th - November 12th, 2022. Please find the attached letters from both Markets and don't hesitate to reach out if you have any questions.

Have a wonderful week.

Best,

Kris Kanter

Great Barrington Arts Market GBAM

413 429 6830



March 29, 2022

Dear Select Board and Town Manager,

The Great Barrington Arts Market (GBAM), along with its sister market the Great Barrington Farmers Market (GBFM) is asking for approval of the closure of Church Street to through traffic from Main Street to School Street during market set-up, operational hours, clean up (7am-3pm) Saturdays during market season. The Arts Market season will run from May 7th - October 29th and the Farmers Market season will run from May 7th - November 12th.

The markets will barricade the road east of the Lee Bank parking lot and west of the TD Bank parking lot exit on Church Street to make room for the Arts Market to operate safely. We will work in partnership with the Farmers Market to put signs and cones out to mark no parking zones and high traffic areas. The Arts Market will work with the Farmers Market to ensure all safety measures are in place to maintain customers, vendors and market staff are safe while shopping at both markets. We will remain in close contact with Town safety officials throughout the season.

Entering our 10th season, GBAM offers visitors the opportunity to buy unique art and craft made by local and regional artisans in a variety of media & price ranges. GBAM seeks to bring local artists directly to market with potential customers and adds another exciting destination to Great Barrington's already vibrant Saturday mornings. We greatly appreciate the continued support of the Town and look forward to hosting a safe and enjoyable market this season.

Sincerely,
Kristen Kanter & Molly de St. Andre
Managers, Great Barrington Art Market



April 11, 2022

Dear SelectBoard and Town Manager,

The Great Barrington Farmers Market (GBFM), along with its sister market the Great Barrington Arts Market (GBAM) is asking for approval of the closure of Church Street to through traffic from Main Street to School Street during market set-up, operational hours, and clean up (7am to 3pm) on Saturdays during market season. The market begins May 7th, 2022 and runs every Saturday until November 12th, 2022.

The market will barricade the road east of the Lee Bank Parking lot and west of the TD Bank parking lot exit on Church Street to make room for the Arts Market to occur safely. We will also put signs and cones out to mark no parking zones and high foot traffic areas. It will continue to be the responsibility of the market to place the road closure signs at intersections of Church and Main as well as Church and School at the time of closure (7am) and remove said signs at the markets end clean up (3pm). This is the same procedure that has been done for the past seven years (since the market has been at its current location) and has worked very well to ensure safety to all market patrons and town goers.

As many of you know, the GBFM is and will continue to be a key source for nutrition assistance for our community members. We will continue to work with the Great Barrington Board of Health to uphold appropriate safety measures adapted from suggestions by the Mass Department of Agriculture, Mass Farmers Markets Best Practice for COVID-19 guides, Grocery Store protocol put out by the Towns Health Agent and others to ensure that all customers, vendors, and market staff will be safe while shopping at the markets. If at any time the market feels unsafe to continue, it will seese and start again when the time is right. We will remain in close contact with town safety officials throughout the season.

Entering our 32nd season, we are one of the few markets in the state to have grown in the last few years and we are so grateful to the town of Great Barrington for being so supportive of us over the years. We feel strongly that we play an important role in driving business downtown during our season and we will continue to support our community and the town that supports us for years to come.

Sincerely,

The Great Barrington Farmers' Market Steering Committee
18 Church Street, Great Barrington MA 01230
gbfmmanager@gmail.com
(413) 717-7457



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

Selectboard Meeting Packet for April 11, 2022
 Item 6. a. Vrushank Patel-Beer and Wine Package Store

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

ECRT CODE: RETA

Please make \$200.00 payment here:

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)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" 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 type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input 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 type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

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



Selectboard Meeting Packet for April 11, 2022
 The Commonwealth of Massachusetts
 Item 6. a. Vrushank Patel-Beer and Wine Package Store
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="§15 Package Store"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

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.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name	<input type="text" value="I SHREE -3 LLC"/>	FEIN	<input type="text" value="83-0939894"/>
DBA	<input type="text" value="SHELL"/>	Manager of Record	<input type="text" value="VRUSHANK K PATEL"/>
Street Address	<input type="text" value="229 STOCKBRIDGE ROAD, GREAT BARRINGTON, MA 01230"/>		
Phone	<input type="text" value="[REDACTED]"/>	Email	<input type="text" value="[REDACTED]"/>
Alternative Phone	<input type="text" value="[REDACTED]"/>	Website	<input type="text"/>

3. 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 Square Footage:	<input type="text" value="1700"/>	Number of Entrances:	<input type="text" value="1"/>	Seating Capacity:	<input type="text" value="8"/>
Number of Floors:	<input type="text" value="1"/>	Number of Exits:	<input type="text" value="2"/>	Occupancy Number:	<input type="text" value="35"/>

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:	<input type="text" value="KAMLESHKUMAR PATEL"/>	Phone:	<input type="text" value="[REDACTED]"/>
Title:	<input type="text" value="MEMBER"/>	Email:	<input type="text" value="[REDACTED]"/>

5. CORPORATE STRUCTURE

Entity Legal Structure	<input type="text" value="LLC"/>	Date of Incorporation	<input type="text" value="06/03/2018"/>
State of Incorporation	<input type="text" value="Massachusetts"/>	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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
<input type="text" value="KAMLESHKUMAR PATEL"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="MEMBER"/>	<input type="text" value="60"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="ANKITKUMAR PATEL"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="MEMBER"/>	<input type="text" value="20"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="VRUSHANK PATEL"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>	<input type="text" value="[REDACTED]"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="MEMBER/MANAGER"/>	<input type="text" value="20"/>	<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

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/ LLC Manager	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/ LLC Manager	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

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

APPLICATION FOR A NEW LICENSE

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
I SHREE-1 LLC	WINE & MALT	KAMLESHKUMAR PATEL	LANESBOROUGH MA
I SHREE-2 LLC	WINE & MALT	KAMLESHKUMAR PATEL	STOCKBRIDGE MA
V & D LLC	WINE & MALT	KAMLESHKUMAR PATEL	UXBRIDGE MA

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
I SHREE -1 LLC	WINE & MALT	KAMLESHKUMAR PATEL	LANESBOROUGH MA
I SHREE-2 LLC	WINE & MALT	KAMLESHKUMAR PATEL	STOCKBRIDGE MA
V & D LLC	WINE & MALT	KAMLESHKUMAR PATEL	UXBRIDGE MA

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. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name GLOBAL COMPANIES LLC

Landlord Phone 1-781-894-8800

Landlord Email BPCTEAM@GLOBALP.COM

Landlord Address 800 SOUTH STREET SUITE #500 P.O BOX 9161 WALTHAM ,MA 02454

Lease Beginning Date 09/12/2018

Rent per Month \$3,850.00

Lease Ending Date 09/11/2024

Rent per Year \$46,200.00

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

Yes No

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$50,000.00
C. Other * (Please specify below)	\$43,000.00
D. Total Cost	\$ 93,000.00

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

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
KAMLESHKUMAR PATEL	\$40,000.00
SHRUTIBEN PATEL	\$51,000.00
KAMLESHKUMAR PATEL	\$10,000.00
Total:	\$ 101,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<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

FINANCIAL INFORMATION

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

KAMLESHKUMAR PATEL & SHRUTIBEN PATEL PROVIDE FUNDS FROM THEIR PERSONAL ACCOUNTS

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

TOWN OF GREAT BARRINGTON

PUBLIC HEARING

The Great Barrington Selectboard will hold a public hearing on Wednesday, March 30, 2022 at 6:00 pm, via Zoom remote video/teleconference, to act on the Special Permit application from the Southern Berkshire Chamber of Commerce, c/o Betsy Andrus, Executive Director, for new construction in the Village Center Overlay District; work includes replacing the existing visitor booth at approximately 362 Main Street, Great Barrington, with a new larger building in the same location, and a parking waiver. Application is filed in accordance with Sections 9.2, 6.9, and 10.4 of the Zoning Bylaw.

The Zoom link and meeting ID will be listed on the meeting agenda, which is posted to the calendar on the Town website at least 48 hours in advance. Interested parties may contact the Planning Department at crembold@townofgb.org for more information.

Stephen Bannon, Chair

Please publish March 8 and March 15, 2022

Berkshire Eagle

Continued on March 30 until April 11, 2022 meeting per applicant request

Continued on April 11 until July _____, 2022 meeting per applicant request



April 5, 2022

Great Barrington Selectboard
Town of Great Barrington
334 Main Street
Great Barrington, Ma 01230

RE: Visitors Center Permit Postponement

Dear Selectboard,

I am writing today to request a 3-month postponement in regard to our Visitors Center permit located at 362 Main Street. This will give us time to regroup and gather feedback on design / useability.

Thank you.

Betsy Andrus
Executive Director

STEPHEN BANNON
CHAIR

LEIGH S. DAVIS
EDWARD ABRAHAMAS
GARFIELD REED
ERIC GABRIEL



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619, x2
Fax: (413) 528-2290
www.townofgb.org

TOWN OF GREAT BARRINGTON MASSACHUSETTS

SELECTBOARD

SPECIAL PERMIT # 927-22

NAME, ADDRESS, AND PROJECT: Special Permit application from the Meed Cannabis LLC, c/o David M. Ullian, Vicente Sederberg LLP, Prudential Tower, 800 Boylston Street, 26th Floor Boston, MA 02199, for a marijuana cultivation and transportation establishment in an Industrial zone at 964 Main Street, Parcel B, Great Barrington. Application is filed in accordance with Sections 3.1.4 C(13), 7.18 and 10.4 of the Zoning Bylaw.

REVIEW MEETINGS

These Boards and Commissions will hold meetings on the following dates to consider your application and make a recommendation to the ZBA (dates or times may be subject to change):

BOARD OF HEALTH ** Thursday, March 3, 2022, 6:30 PM, via Zoom
*** Call the Health Agent in advance of the meeting to see if you should attend.*

CONSERVATION COMMISSION * Wednesday, March 23, 2022, 6:30 PM, via Zoom
** Call the Conservation Agent in advance of the meeting to see if you should attend.*

PLANNING BOARD Thursday, March 24, 2022, 6:00 PM, via Zoom
Applicant must attend

SPECIAL PERMIT PUBLIC HEARING

The PUBLIC HEARING before the SELECTBOARD will be Monday, April 11, 2022, at 6:00 PM, via Zoom video/teleconference meeting. A Zoom link will be sent in advance of the hearing date.
Applicant must attend.



California | Colorado | Florida | Massachusetts | Michigan | New Jersey | New York | Texas

February 17, 2022

Town of Great Barrington Selectboard
Town of Great Barrington Planning Board
334 Main Street
Great Barrington, MA 01230

Re: Meed Cannabis LLC - Special Permit and Site Plan Review Application for a Marijuana Cultivation and Transporter Establishment

Dear Members of the Great Barrington Selectboard and Planning Board,

On behalf of Meed Cannabis LLC (“Meed Cannabis”), and in accordance with M.G.L. Ch. 40A, Section 9 and the Great Barrington Zoning Bylaw Section 7.18 governing Marijuana Establishments, Section 10.4 governing Special Permits, and Section 10.5 governing Site Plan Review, we are pleased to submit to the Selectboard and Planning Board the accompanying application and supporting documentation for a Special Permit and Site Plan Approval for an adult-use Marijuana Cultivator and Transporter Establishment at 964 Main Street, Parcel B.

As shown in this submission, Meed Cannabis’ proposal meets the Zoning Bylaw requirements and criteria, and we respectfully request that the Boards grant Meed Cannabis a Special Permit and Site Plan Approval for the proposed use.

Enclosed please find the following materials:

1. Special Permit Application Form
2. Site Plan Review Application Form
3. Special Permit Application Narratives
 - a. Project Overview
 - b. Compliance with Zoning Bylaw Section 7.18 (Marijuana Establishments)
 - c. Compliance with Zoning Bylaw Section 10.4 (Special Permits)
 - d. Harmony with the Great Barrington Master Plan
4. List of Waiver Requests
5. Site Plans
6. Locus Maps
7. Floor Plans and Building Elevations
8. List of Abutters
9. Property Owner Authorization Letter
10. Property Purchase Option Agreement
11. Security Plan
12. Request for Advisory Opinion on Permit Action and Response from MassDOT
13. Water Impact Memo and Response from Water Department Superintendent
14. Odor Control Memo and Filtration System Documentation

Thank you for your attention to this Application.

Sincerely,

David M. Ullian

David M. Ullian, Esq.

SPECIAL PERMIT APPLICATION FORM

TOWN OF GREAT BARRINGTON
Application for a Special Permit
to the Board of Selectmen or Planning Board

FORM SP-1
REV. 12-2020

FOR OFFICE USE ONLY

Number Assigned _____ Date Received _____
Special Permit Granting Authority _____
Copy to Recommending Boards _____
Advertised _____ & _____
Public Hearing _____
Fee: \$300.00 Paid: _____

APPLICATION FOR SPECIAL
PERMIT UNDER TOWN ZONING
BYLAWS FOR TOWN OF
GREAT BARRINGTON,
MASSACHUSETTS

MAP 30 LOT 91A BOOK 1390 PAGE 101 ZONING DISTRICT(s) Light Industry

Site Address: 964 Main Street, Parcel B, Great Barrington, MA 01230

Date of Application February 15, 2022

Applicant's name and complete mailing address Meed Cannabis LLC
831 Beacon Street, #271, Newton Center, MA 02459

Applicant's phone number (617) 953-8206 Applicant's email address: moshe.arazi@gmail.com

Name and Address of Owner of land exactly as it appears on most recent tax bill:

HAMFAS LLC

c/o Elizabeth Hamilton, 3201-C Zarafano Drive - #581, Santa Fe, NM 87507

I (we) request a Special Permit for: Marijuana Cultivation and Transporter

Under Section(s) 3.1.4; 7.18; and 10.4 of the Great Barrington Zoning Bylaws.

APPLICANTS MUST READ AND COMPLY WITH THE FOLLOWING:


One Signed Original application with each of the items below, as applicable, fourteen (14) exact copies of the entire package, and one electronic PDF, are to be submitted. Applications must include:

1. Completed application form, including signatures.
2. Brief written description of how the project is in harmony with the Great Barrington Master Plan. (Copies of the Master Plan are available for free download from the Town website. Hard copies can be read at the Clerk's office or the Town libraries.)
3. Site Plan, drawn to scale, applicable to the site and the proposed use of said site for which this special permit is requested.
4. Any other specifications necessary to further describe the site or proposed use for which a special permit is requested. At least one copy of any maps being submitted shall be no larger than 11" X 17". Plans should show all existing and proposed structures, property lines and dimensions, driveways, walkways and parking areas. All proposed landscaping, parking, loading, and similar improvements must be in compliance with the applicable sections of the Zoning Bylaw.
5. Certified list of abutters within 300 feet on the Assessors Maps to the subject property, including map and lot number. List must be obtained from the Assessors' Office.

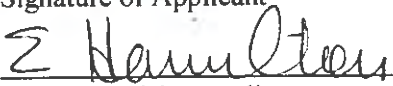
- 6. Zoning Map designating the zoning district(s) and location for the area for which a special permit is requested, plus a USGS map enlarged and showing the site location within the Town.
- 7. Drainage Plan indicating the destination of all runoff from the property. In the event of substantial increase in impervious surfaces, the SPGA may require calculations or expert analysis of the plan.
- 8. Landscaping Plan drawn to scale and showing existing and proposed landscaping.
- 9. If applicant and owner are different, a letter signed by the owner of the property authorizing the applicant to apply for the special permit.

SPECIFICS:

- 1. All site plans and specifications must be signed and dated by the preparer.
- 2. **ALL OWNERS** of property must also sign the application.
- 3. A copy of special permit procedures is available upon request.
- 4. Fee for application is \$300.00 to cover the cost of the public hearing notices in the newspaper and notification to parties in interest.
- 5. Once all the necessary papers, maps, etc. are compiled into the required Original and Fourteen sets, call the Town Planner's office at 413-528-1619 ext. 7 to arrange an appointment to file your application. The application will be reviewed for completeness and a date for a public hearing before the Board of Selectmen or Planning Board will be scheduled. Meetings of recommending boards (e.g. Planning Board, Conservation Commission and Board of Health) will also be arranged at this time.



Signature of Applicant



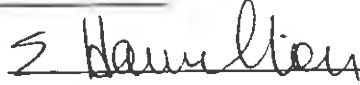
Signature of Co-Applicant (e.g. Property Owner, if different)

PLEASE READ AND SIGN BELOW

ALL COSTS INCURRED BY THE TOWN FOR THE EMPLOYMENT OF EXPERTS OR CONSULTANTS REQUIRED BY ANY TOWN BOARD, AND APPROVED BY THE BOARD OF SELECTMEN, FOR THE PURPOSE OF ANALYZING OR EVALUATING ANY PROJECT THAT IS A SUBJECT OF A SPECIAL PERMIT APPLICATION SHALL BE ASSESSED TO THE APPLICANT AND SHALL CONSTITUTE PART OF THE APPLICATION FEE. A COPY OF THIS REGULATION SHALL BE PROVIDED TO THE APPLICANT IF REQUESTED.

I have read the above regulation and agree to be bound by it.

Signature  _____

Signature of Co-Applicant (e.g. Property Owner)  _____

Date 7 Jan, 2022 _____

SITE PLAN REVIEW APPLICATION FORM



Town of Great Barrington
Planning Board

Application to the Planning Board for
Site Plan Review

in accordance with Section 10.5 of the Zoning Bylaw

INSTRUCTIONS TO APPLICANTS

Read Section 10.5.1 of the Zoning Bylaw. If you believe any requirements should be waived, you must formally request waivers from the Board. This may be done in your cover letter.
Fill in all applicable information on this form.
Submit one (1) original and three (3) copies, along with your payment, site plan, and other required information to the Town Planner. At least one set of the site plans must be full sized. Collate the information so that all four packets are identical, except for the original signature.
Submit one (1) PDF of the entire packet including any and all plans and specifications.
The PDF must be clear and scalable.
Call the Town Planner at (413) 528-1619 ext. 7 if you have any questions.

FOR OFFICE USE ONLY

SPR number: _____
Paid? _____
Filing Date: _____
Initial PB meeting date: _____
Decision due: _____
____ Original and three copies received
____ PDF received
____ Original filed with Town Clerk

**** DEADLINE **** Applications including all copies and PDFs must be received by 4:00 PM one week before a Planning Board meeting in order to be considered at that meeting. Materials received after the deadline will be scheduled for a future meeting.

TIMELINE: In accordance with the Zoning Bylaw, the Planning Board must review and act upon the site plan within 60 days of receipt of the application, unless the time limits are extended after the applicant's written request.

A. SITE LOCATION

Site Address: 964 Main Street, Parcel B
Map: 30 Lot: 91A Deed Book: 1390 Deed page: 101
Zoning District: Light Industry Zoning Overlay District(s) (if any): Water Quality Protection Overlay District (WQPOD) Zone II

B. APPLICANT AND PROPERTY OWNER

Applicant's Information Name (please print) Meed Cannabis LLC
Street Address 831 Beacon Street, #271
City, State, Zip Code Newton Center, MA 02459
Phone (area code first) 617-953-8206 Email Address: moshe.arazi@gmail.com
Signature [Signature]

- Check here if Applicant and Property Owner are the same, and skip to step C., Description.
- Check here if Applicant is different than the Property Owner, and to verify that you have the Property Owner's permission to file this Application. Property Owner must sign this form indicating permission to file this Application.

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

Property Owner's Information Name (please print) HAMFAS LLC
Street Address c/o Elizabeth Hamilton, 3201-C Zarafano Drive - #581
City, State, Zip Code Santa Fe, NM 87507
Phone (area code first) 413-822-0216 Email Address: hamilton.elizabeth98@gmail.com
Owner's Signature [Signature]

C. DESCRIPTION Briefly describe your project, and indicate how it complies with the Master Plan and the Design Guidelines Workbook. If additional space is needed, please submit on additional sheet(s) as required.

Meed Cannabis' project involves interior renovation and minor exterior changes to a 7,500 SF warehouse structure for use as an adult-use Marijuana Cultivator and Transporter Establishment in compliance with state law and regulations and the Zoning Bylaw. The project will utilize existing commercial space and preserve natural resources while bringing economic development and opportunity to the Town. Furthermore, a Host Community Agreement will provide community fee payments to the Town while prioritizing the hiring of local residents and contractors.

D. APPLICABILITY: Check the reason(s) for your Application (choose all that apply)

- 1. Construction, exterior alteration or exterior expansion of, or change of use within, a municipal, institutional, commercial, industrial, or multi-family structure.
- 2. Construction or expansion of a parking lot for a municipal, institutional, commercial, industrial, or multi-family structure or use involving more than six spaces.
- 3. Grading or clearing of more than 10 % of a lot or 10,000 square feet, whichever is the lesser (except as provided in 10.5.1, of the Zoning Bylaw).
- 4. Other, as required by the Zoning Bylaw. (Please specify: Section(s) 7.18.3)

E. SPECIAL PERMITS AND OTHER REGULATIONS

- 1. Does your project require any Special Permits? Yes No
If yes, have you applied for and/or received those Special Permits? Yes No
- 2. You acknowledge that Planning Board Site Plan Approval does not imply approval of any Special Permits or compliance with other regulations, including, but not limited to, the Wetlands Protection Act or Scenic Mountains Act. Check here to acknowledge
- 3. Does your project require filing of a Notice of Intent (NOI)? Yes No **To Be Determined**
If yes, has NOI been filed and has an Order of Conditions been issued? Yes No

F. FEE

- Check here to confirm that your check of \$75 per application is enclosed. Make checks payable to Town of Great Barrington.

G. REQUIREMENTS

This application is accompanied by those items detailed in Section 10.5.3 of the Zoning Bylaw, including:
(Check items 1. and 2. at a minimum. Check item 3. if it is required by the Planning Board. Check item 4 if applicable to your project.)

- 1. Plot Plan of the entire tract, signed by a licensed surveyor or engineer, and including details noted in Section 10.5.3, item #1, of the Zoning Bylaw
- 2. Signatures, letters, and fees as noted in Section 10.5.3, item #2, of the Zoning Bylaw
- 3. Traffic impact assessment, if required, as noted in Section 10.5.3, item #3, of the Zoning Bylaw
- 4. If project involves construction, exterior alteration or expansion, or change of use, this application must also contain floor plans and elevations of the building

H. ABUTTER NOTIFICATION

Have you discussed your proposed plans with the neighbors of this site? Yes No

I. APPROVAL

APPLICANT SHOULD BE FAMILIAR WITH THE REQUIREMENTS OF SITE PLAN REVIEW PER SECTION 10.5 OF THE ZONING BYLAW AND SHOULD ENSURE THAT THE APPLICATION COMPLIES. FAILURE TO COMPLY MAY RESULT IN DENIAL.

APPLICANT SHOULD BE FAMILIAR WITH THE APPROVAL CRITERIA PER SECTION 10.5.3 OF THE ZONING BYLAW.

SPECIAL PERMIT APPLICATION NARRATIVES

SPECIAL PERMIT APPLICATION NARRATIVES

I. Project Overview

In accordance with M.G.L. Chapter 94G and 935 CMR 500.000 *et seq.*, Meed Cannabis LLC (“Meed Cannabis” or the “Company”) seeks to operate a licensed adult-use Marijuana Cultivation and Transporter Establishment utilizing an existing 7,500 square foot structure located at 964 Main Street, Parcel B in Great Barrington (“the Property”). Meed Cannabis intends to use the entirety of the Property, including all available parking, for cultivation, transporter and support operations.

Meed Cannabis is applying for a Special Permit from the Selectboard pursuant to the Sections 7.18 and 10.4 of the Town of Great Barrington (the “Town”) Zoning Bylaw (the “Zoning Bylaw”), as well as Site Plan Approval from the Planning Board pursuant to Section 10.5.

Meed Cannabis has entered into a Purchase Option Agreement for the Property, a copy of which is included with this application submission. Upon receipt of the Special Permit, the Company is prepared to execute a Host Community Agreement, which will enable Meed Cannabis to finalize and submit Marijuana Establishment License applications to the Massachusetts Cannabis Control Commission (the “Commission”).

The Company noticed and held a Community Outreach Meeting on September 14, 2021 to present information about the proposed facility and operations and to answer questions from interested members of the local community. Several attendees asked questions about the operations and facility’s features, but no opposition was expressed. Meed Cannabis has also had several meetings with various municipal departments, boards, and officials to discuss its proposed plans and will continue to work cooperatively with the Town to ensure that the facility and operations remains compliant with all applicable laws, regulations, rules, and codes. Meed Cannabis looks forward to operating a Cultivation and Transporter facility in Great Barrington and becoming a valued, contributing member of the local community.

II. Compliance with Zoning Bylaw Section 7.18 (Marijuana Establishments)

As explained below, Meed Cannabis’ project is in compliance with all applicable locational and physical requirements and use regulations for Marijuana Establishments set forth in Sections 7.18.4 – 7.18.6 of the Zoning Bylaw.

The marijuana cultivation and transporter business proposed to be located at 964 Main Street is in the Light Industry (I) zoning district. In accordance with the Table of Use Regulations in Zoning Bylaw Section 3.1.4, a Marijuana Cultivation Establishment is an allowed use in the Light Industry zoning district by Special Permit from the Selectboard. The Property also is not located within 200 feet of a school providing education in kindergarten or any of grades 1 through 12.

Marijuana cultivation is the principal use proposed, but the Company also seeks to engage in Marijuana Transporter operations as an accessory use. Pursuant to the Zoning Bylaw Table of Uses, an accessory use that is customarily incidental and subordinate to the principal permitted use is permitted as of right in the same zoning district.

Meed Cannabis’ proposed transporter operations involve the off-site transportation of marijuana cultivated and stored at Meed Cannabis’ facility to other licensed marijuana establishments in the Commonwealth of Massachusetts, as well as the transportation of marijuana and marijuana products on

behalf of and between other licensed marijuana establishments located across the state. Meed Cannabis' transport vehicles will be parked overnight at the Property, but the Company anticipates that each vehicle will typically depart the Property in the morning and return at the end of the day, with the transportation occurring off-site and with negligible impact to the Town.

All aspects of the Company's marijuana operations related the cultivation, processing and storage of marijuana will take place within the fully enclosed, existing warehouse structure located on the Property and will not be visible from the exterior. All marijuana and related supplies will be securely storage and protected at all times utilizing a sophisticated security system. During transportation, no marijuana or marijuana products will be visible from the exterior of the vehicle.

Meed Cannabis does not propose to engage in, or allow, any outdoor cultivation, product manufacturing, retail sales or consumption of marijuana at the Property.

III. Compliance with Zoning Bylaw Section 10.4 (Special Permits)

In accordance with the Zoning Bylaw, Meed Cannabis is applying for a Special Permit from the Selectboard to operate a licensed adult-use Marijuana Cultivation and Transporter Establishment utilizing the existing commercial structure located at 964 Main Street, Parcel B.

As demonstrated in this application, the beneficial impacts to the Town will outweigh any potential adverse effects, considering the following special permit criteria.

1. Social, economic, or community needs which are served by the proposal

Meed Cannabis' proposed marijuana business will serve social, economic and community needs in a variety of ways.

First, a majority of the Great Barrington community voted in favor of Ballot Question 4 legalizing the production, sale and use of adult-use marijuana, as well as voted to adopt the Zoning Bylaw provisions permitting the operation of various types of marijuana businesses in the Town. Meed Cannabis' proposal implements the desire of the local community to host and benefit from the operation of legal and regulated marijuana businesses, and to increase consumer access to high-quality, independently tested marijuana and marijuana products.

Second, the project also serves economic and community needs by revitalizing existing commercial property that is currently vacant and contributing to the economic welfare of the Town. The increased commercial activity will also tangentially benefit other businesses in the community. Furthermore, the operations will result in the creation of approximately 10 new full-time jobs with competitive wages and benefits, as well as new opportunities for qualified local contractors and vendors to provide business services to the Company and its facility.

If approved by the Selectboard, Meed Cannabis will also execute a Host Community Agreement pursuant to which the Company will make regular community impact fee payments to the Town to offset any costs imposed upon the Town by the Company's operations, which will help to eliminate any potential negative fiscal impact to the local community.

2. Traffic flow and safety, including parking and loading

Meed Cannabis anticipates that its proposed use will have a negligible impact on existing traffic flow and safety conditions. The project involves the operation of a small marijuana cultivation and transporter facility at an existing site that is fully developed. Approximately 10 employees will be on-site during business hours, and there are a sufficient number of parking spaces currently on site to meet projected needs. Per the Light Industrial (I) Zoning district parking requirements, 5 occupied spaces are required for this facility employing 10 employees. The proposed parking supplies 8 spaces, which includes 1 handicap parking space. The site is utilizing existing unobstructed vehicular access points, and it is anticipated the existing conditions and safety will remain unaffected. Handicap parking is located adjacent to the accessible building entrance creating a safe travel path free of conflicts with vehicular traffic. There is also a garage door and a designated loading area on the east side of the existing building for secure loading and unloading.

The facility will not be open or accessible to the general public, and Meed Cannabis does not propose to engage in retail or social consumption operations that involve a continual flow of customers in and out of the site and raise heightened traffic and parking concerns.

In January 2022, a request for an advisory opinion on permit action for reuse of an existing building for cannabis cultivation on a site with shared access to Route 7 was submitted to Mr. Kevin Whalen from the Massachusetts Department of Transportation (MassDOT), which determined that an access permit will not be required because no trip generation thresholds will be impacted, and no work will be performed within the State Highway Layout. A copy of the advisory opinion request letter and the MassDOT's response are included with this application.

Meed Cannabis engaged professional security firm Kroll to design a comprehensive security plan for the facility. Daniel Linskey, a managing director in Kroll's Security Risk Management practice and the former Superintendent-in-Chief of the Boston Police Department, met with the Great Barrington Police Chief on February 8, 2022 to review and discuss this proposed plan and the location. As recommended by the Police Chief, Meed Cannabis plans to conduct a site visit with the Police Department during the permitting process and will work cooperatively to address any security and safety concerns.

3. Adequacy of utilities and other public services

The utilities and other public services currently available at the Property are generally adequate for the proposed use. Town water and sewer utilities are already available at the Property, as well as propane with an above ground tank for the provision of heat for the facility. It is anticipated the proposed facility will require an electrical service upgrade that will consider utilizing the existing on-site propane to the extent possible for heating of the building. All HVAC equipment will be sized to the facility and precisely controlled to ensure no energy is wasted.

Cultivating cannabis indoors utilizes drip irrigation systems which typically use 30-50% less water than conventional watering methods such as sprinklers. Once water is delivered to the plant, approximately 10% of the water is consumed by the plant, 20% drains out of the bottom of the soil, and approximately 70% is introduced to the atmosphere through evaporation and transpiration which is removed from the air by dehumidifiers. Meed Cannabis intends to recycle the water runoff for irrigation reuse to the extent feasible. Growing cannabis in a controlled

indoor environment offers the opportunity to significantly reduce the need for pesticides. The Company will carefully manage plant and water quality to ensure a healthy growing environment and reduce utility consumption.

In January 2022, Meed Cannabis submitted a Water Impact Memo to Great Barrington DPW Superintendent Peter Marks to provide information on anticipated water and sewer demand. Superintendent Marks provided a response in February 2022 expressing confidence that the Water Department can supply the water needs that are projected. A copy of the Water Impact Memorandum and response from Superintendent Marks are included with this submission.

The facility is wheelchair accessible through the front entrance, and the bathroom doors are proper width.

4. Neighborhood character and social structures

Meed Cannabis's marijuana cultivation and transporter business is proposed to be located at 964 Main Street in the Light Industry (I) Zoning District, which is specifically designated for marijuana cultivation businesses in the Zoning Bylaw. The Property also is not located within 200 feet of a school providing education in kindergarten or any of grades 1 through 12, or near any residences.

All aspects of the Company's operations related the cultivation, processing, and storage of marijuana will take place within the fully enclosed, existing warehouse structure located on the Property, which was previously designed to be congruent with surrounding uses. Meed Cannabis does not plan to make any substantive changes to the exterior of the building that would alter its current façade, except for the installation of required security and HVAC equipment. No marijuana or marijuana products will be visible from the exterior of the facility, and any exterior signage will be discrete and utilized for the purpose of wayfinding only.

Meed Cannabis will implement security protocols and procedures to limit access to the licensed premises to only individuals that have been positively identified as 21 years of age or older. Loitering will be strictly prohibited, and the Company will ensure that only individuals engaging in activity permitted by applicable laws and regulations are allowed to remain on the premises. All entrances to the facility will be clearly marked and secured with commercial grade locks and alarms and remain under video surveillance 24 hours a day, 7 days a week to prevent unauthorized access.

5. Impacts on the natural environment

Meed Cannabis' project involves the interior renovation of an existing warehouse structure, and all operations will occur within the enclosed facility. No new construction or major exterior modifications that would have a significant impact on the natural environment are necessary or proposed.

The Company will also utilize energy efficiency measures, such as LED lights, and water recycling measures to reduce energy and water consumption and ensure operations are sustainable and environmentally friendly. The use of LED light fixtures themselves use less energy and produce less heat than traditional fixture creating a large savings of energy typically

used for HVAC. All HVAC and irrigation equipment will be precisely controlled to ensure no energy or water resource is wasted. Additionally, Meed Cannabis will comply with the CCC's energy efficient equipment and energy conservation regulations required for facility licensure and ongoing operations.

The Company is also exploring engaging with EarlyBird Power for procuring energy for the facility's operations and achieving sustainability through efficiency projects.

Although HVAC and other industrial equipment will be required for operations, the Company does not anticipate that noise, odor or light will create an unreasonable nuisance to the surrounding area in the industrial zoning district where the Property is located. Equipment necessary for the operations of this facility are typical, and no large-scale commercial equipment is needed or will be used. Equipment and corresponding noise impacts will be representative of a standard light industrial zoning district. All cultivation operations will occur within the fully enclosed warehouse building and will eliminate concerns about light nuisance created by the cultivation lights.

The Company has engaged professional engineering firm Fuss & O'Neill to design a sophisticated odor mitigation system and accompanying Operation and Maintenance Plan for the treatment and filtration of air before it exits the facility to reduce the potential for odor concerns.

The MT-6 Byers Scientific Molecular Filtration system combines activated carbon filtration with electrostatic precipitation technology and Merv-9 particulate pre-filters for the removal of odors as well as bacteria, viruses, spores, and other bioaerosols from the air. The facility HVAC system is designed to create negative pressure throughout the building to eliminate the potential for fugitive odors from process and non-process spaces at all times. In addition, Power Aire Inc. Air Curtains will be installed at the overhead door for an added layer of odor mitigation. This air curtain in this facility works by preventing the air flow between the interior and exterior spaces. The air curtain uses a fan to force a curtain of air in a downward direction to create an invisible barrier to keep air particles and contaminants from freely moving between areas.

Additional information about odor mitigation measures proposed for the facility, including an Odor Control Memo, Odor Control Floor Plan and specific information about the MT-6 Byers Scientific Molecular Filtration system is included with this submission for the Board's reference.

All recyclables and waste, including organic waste composed of or containing marijuana, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on the Property will be locked and secured to prevent unauthorized access.

Liquid waste containing marijuana will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater.

Solid waste containing marijuana will be ground up and mixed with other solid waste such that the resulting mixture renders any marijuana unusable for its original purpose. Once such marijuana has been rendered unusable, the resulting solid waste will be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection.

6. Potential fiscal impact, including impact on town services, tax base, and employment.

Meed Cannabis anticipates that its project will have a positive fiscal impact on the Town through economic development and the creation of approximately 10 new employment opportunities, which will outweigh any potential negative impact on municipal services.

Furthermore, the community impact fee payments that will be provided for in the Host Community Agreement are specifically intended to compensate the Town for any costs imposed by the operation of the marijuana business, which will help to mitigate any negative fiscal impact.

IV. Harmony with The Great Barrington Master Plan

As described in detail below, Meed Cannabis LLC's ("Meed Cannabis or the "Company") adult-use Marijuana Cultivation and Transporter Establishment project at 964 Main Street, Parcel B (the "Property") is in harmony with the Town of Great Barrington (the "Town") Master Plan.

1. Land Use

The Property is located along the Route 7 / Main Street Corridor in the Town's Light Industry (I) Zoning District and is also located in a Gateway District identified on the Master Plans' Land Use Vision Map. The project involves the interior renovation and use of existing commercial space that is set back from Main Street and was previously designed to be compatible with surrounding uses.

The location of the facility and the fact that Meed Cannabis's project will not require new construction or significant exterior modifications will help to achieve the Master Plan's Land Use goals of ensuring the Route 7 corridor remains a strong, safe and appealing business corridor, protecting scenic views, and preserving natural resources and agriculture.

2. Economic Development

Meed Cannabis seeks to operate a successful marijuana cultivation and transporter business using the existing, vacant 7,500 square foot commercial warehouse located at the Property. The Company will create approximately 10 new jobs with competitive wages and benefits in an exciting and rapidly-expanding new cannabis industry. Meed Cannabis will use best efforts to prioritize the hiring of qualified local residents as employees and will also seek to contract with qualified local vendors and service providers for ongoing services and maintenance required for the facility.

The project will contribute to the overall economic development of the Town, and will help to achieve the Master Plan's Economic Development goals of redeveloping underutilized sites where infrastructure and utilities already exist, and attracting, building and retaining a talented workforce.

Upon receipt of a Special Permit from the Selectboard, Meed Cannabis is also prepared to execute a Host Community Agreement that will include community impact fee payments to the Town to help offset any costs imposed upon the Town by the Company's operations. These

community impact fee payments will help ensure that Meed Cannabis has a positive fiscal impact on the economic welfare of the Town.

3. Agriculture

Meed Cannabis seeks to operate a successful marijuana cultivation business using the existing, commercial warehouse located at the Property to grow and process high-quality cannabis to wholesale to other licensed marijuana businesses in the Commonwealth. This project will assist with achieving the Master Plan's Agriculture goals of increasing the economic viability of local agriculture, increasing "agricultural awareness" and "local" cannabis production for the community.

4. Energy and Climate

Meed Cannabis is committed to prioritizing sustainable and environmentally friendly practices in its marijuana cultivation and transporter operations. Meed Cannabis has already begun the research and initiated conversations with engineers and consultants to ensure the modification of the proposed facility and equipment complies with all State regulatory requirements to minimize power consumption, reduce water usage, engage in energy conservation, and mitigate other environmental impacts.

The Massachusetts Cannabis Control Commission (the "Commission") has set forth guidance regulations to mitigate the impact of increased energy usage, cost, and greenhouse gas emissions. These regulations ensure these facilities are optimally using energy and continually assessing new opportunities for energy reduction. Meed Cannabis will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control.

For its marijuana cultivation operations, Meed Cannabis intends to utilize Light Emitting Diode (LED) lights that produce light up to 90% more efficiently than incandescent light bulbs. Specifically, Meed Cannabis will select LED lighting fixtures that meet the Horticultural Lighting Power Density (HLPD) requirements across the entire facility as outlined in the Commission's lighting requirements. Current utilization of LED grow lights for cultivation have been implemented providing lower energy use in many ways. The fixtures themselves use less energy and produce less heat than traditional fixtures. With significantly less heat comes another exponential saving of energy typically used for HVAC.

The facility will utilize a state of the art, closed loop Heating, Ventilation, and Air Conditioning (HVAC) system in each room. The HVAC equipment for the cultivation will be controlled and monitored using a Direct Digital Control (DDC), which is an automated control of a condition or process by a digital device. This automated control system will control, monitor, and maintain temperature and humidity levels precisely throughout the facility which minimizes any excess or wasted energy. All cultivation rooms will be hermetically sealed allowing further climate and energy control. All mechanical units will be sized based on the anticipated loads served for the facility. Additionally, the Company intends to work with an energy consultant, such as Early Bird

Power¹, to assist in with business operations by optimizing and managing utilities in the energy market. For example, teaming with an energy consultant will assist Meed Cannabis with further energy conservation measures such as the potential of staggering the lighting/HVAC schedules to decrease loads during surge times.

The facility proposes to water the plants utilizing a drip irrigation system. The drip system allows for a slow, controlled, precise application of water directly to each plant. The amount of water and frequency which it is administered is controlled by a computerized system that regulates the frequency of the water droplets which minimizes any excess or wasted water resource. Meed Cannabis intends to recycle the water runoff for irrigation reuse to the extent feasible. Growing cannabis in a controlled indoor environment offers the opportunity to significantly reduce the need for pesticides. Meed Cannabis will carefully manage plant and water quality to ensure a healthy growing environment and reduce utility consumption.

Dedicated to preserving the climate and minimizing our carbon footprint, Meed Cannabis will to reduce energy expenditure through regulatory compliance, optimal design, energy efficient equipment selection, best management practices, and the annual assessment of energy efficiency and conservation. These measures will help to achieve the Master Plan's Energy Climate goals of promoting energy conservation and energy efficiency.

¹ Additional information about EarlyBird Power is available at: <https://earlybirdpower.com>.

LIST OF WAIVER REQUESTS

LIST OF WAIVER REQUESTS

Meed Cannabis LLC (“Meed Cannabis” or the “Company”) formally requests that the Selectboard and Planning Board waive the following requirements in connection with Meed Cannabis’ Special Permit and Site Plan Approval application for a Marijuana Cultivator and Transporter Establishment proposed to be located at 964 Main Street, Parcel B, in Great Barrington.

1. Marijuana Establishment License

Meed Cannabis requests a waiver from Zoning Bylaw Section 7.18.7(1) that requires Marijuana Establishment applicants to submit “Copies of all required Marijuana Establishment or Medical Marijuana Treatment Center licenses or registrations issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the facility.”

Meed Cannabis has not yet submitted applications to the Cannabis Control Commission (the “Commission”) for the Marijuana Cultivator and Transporter Establishment Licenses. And Meed Cannabis will not be in a position to submit complete License applications to the Commission until Meed Cannabis has a fully executed Host Community Agreement (an “HCA”) with the Town of Great Barrington. The Town Selectboard has stated that it will not execute an HCA with Meed Cannabis until the Selectboard first votes to issue Meed Cannabis the Special Permit. In light of the above, Meed Cannabis is unable to submit copies of its Marijuana Establishment Licenses issued by the Commission as part of this Special Permit application.

As soon as Meed Cannabis is issued Marijuana Establishment Licenses by the Commission, Meed Cannabis will provide copies to the Selectboard and Planning Board.

2. Details of Security Measures

Meed Cannabis requests a waiver from Zoning Bylaw Section 7.18.7(3) that requires Marijuana Establishment applicants to submit “details showing all signage, exterior proposed security measures for the premises, including cameras, lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.”

Due to concerns about public safety and facility security that would arise from the submission, and potential public disclosure, of a security plan detailing all security measures for this proposed facility, Meed Cannabis prefers not to submit such details with its special permit application filing.

Meed Cannabis engaged professional security firm Kroll to design a comprehensive security plan for the facility. Daniel Linskey, a managing director in Kroll’s Security Risk Management practice and the former Superintendent-in-Chief of the Boston Police Department, met with Great Barrington Police Chief on February 8, 2022 to review and discuss this proposed plan and the location. As recommended by the Police Chief, Meed Cannabis plans to conduct a site visit with the Police Department during the permitting process and will work cooperatively to address any security and safety concerns.

A summary of a Security Plan that describes the proposed security features of the facility and is compliant with the Cannabis Control Commission’s security regulations is also included with this submission.

3. Site Drainage and Stormwater Calculations

Meed Cannabis requests a waiver from the Special Permit application requirement of a “Drainage Plan indicating the destination of all runoff from the property.” Meed Cannabis’ project is essentially a reuse and redevelopment project in which the interior of existing commercial warehouse space will be renovated for marijuana cultivation and transporter operations. Minor exterior modifications for the installation of HVAC and security equipment will be made. However, no new construction is currently contemplated, and no significant changes to the physical environment, surface water and subsurface conditions, circulation systems, or support systems are proposed or required. The existing gravel parking area will remain as gravel with the exception of one paved handicapped accessible parking space.

4. Landscaping Plan

Meed Cannabis requests a waiver from the Special Permit application requirement of a “Landscaping Plan drawn to scale and showing existing and proposed landscaping.” Meed Cannabis’ project is essentially a reuse and redevelopment project in which the interior of existing commercial warehouse space will be renovated for the proposed business operations. Minor exterior modifications for the installation of HVAC and security equipment will be made. However, no new construction is currently contemplated, and no significant changes to the existing landscaping on the property are proposed.

5. Traffic Impact Assessment

In accordance with Zoning Bylaw Section 10.5.4, Meed Cannabis requests a waiver from Zoning Bylaw Section 10.5.3(3) that requires Site Plan Review applicants to submit a Traffic Impact Assessment. Meed Cannabis’ proposed project involves the operation of a small marijuana cultivation and transporter facility located in an industrial zoning district, with approximately 10 employees estimated to be on-site at one time. No retail dispensing or on-site consumption operations involving a constant flow of customers to and from the facility will occur at this facility. The transporter vehicles will typically depart the facility in the morning to transport marijuana product on behalf of other marijuana businesses located around the Commonwealth and return at the end of the business day.

The site is utilizing existing unobstructed vehicular access points, and it is anticipated the existing conditions and safety will remain unaffected. Handicap parking is located adjacent to the accessible building entrance creating a safe travel path free of conflicts with vehicular traffic. There is also a garage door and a designated loading area on the east side of the existing building for secure loading and unloading. In addition, the Massachusetts Department of Transportation has confirmed that an access permit will not be required because no trip generation thresholds will be impacted and no work will be performed within the State Highway Layout.

Considering the minimal size and scope of the proposed operations, and the fact that the proposed facility is located in an industrial zoning district, Meed Cannabis does not believe any significant impact on traffic will occur that necessitates the preparation and submission of a traffic impact assessment by a certified traffic engineer.

SITE PLANS

MEED CANNABIS · PERMITTING PLANS

964 MAIN STREET · GREAT BARRINGTON · MASSACHUSETTS

MEED CANNABIS, LLC

JANUARY 28, 2022

APPLICANT

MEED CANNABIS, LLC
77-25 164TH STREET
FRESH MEADOWS, NY 11366

OWNER

MEED CANNABIS, LLC
77-25 164TH STREET
FRESH MEADOWS, NY 11366

SHEET INDEX

SHEET No.	SHEET TITLE
GI-001	COVER SHEET
CN-00	CONSTRUCTION NOTES
C1.00	EXISTING CONDITIONS PLAN
C1.10	SITE PREPARATION PLAN
C1.20	LAYOUT PLAN
C1.30	GRADING PLAN
C1.40	PHOTOMETRIC PLAN
C3.00	EROSION & SEDIMENT CONTROLS DETAILS
C3.01 - C3.02	CONSTRUCTION DETAILS



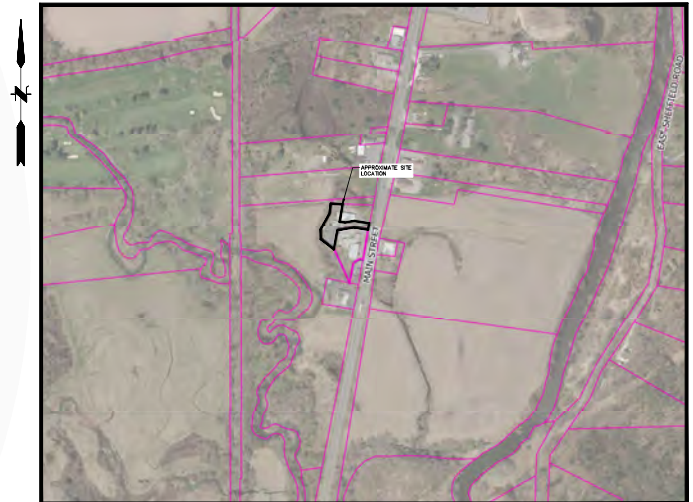
PREPARED BY

FUSS & O'NEILL

1550 MAIN STREET, SUITE 400
SPRINGFIELD, MA 01103
413.452.0445
www.fandof.com

PROJECT ARCHITECT

CONNER DESIGN
39 NORMAN STREET, SUITE 301
SALEM, MA 01970



LOCATION MAP
SCALE: 1" = 1000'

Consulting Meeting Packet for April 11, 2022
Item 6. c. Special Permit Application from Meed Cannabis LLC

MAP REFERENCE:

- 1. TOPOGRAPHICAL BASE PLAN PREPARED FROM LAND SURVEY PERFORMED BY QUINTON & ASSOCIATES, INC. IN OCTOBER 2021 AND GPS INFORMATION, THE HORIZONTAL DATUM IS MASSACHUSETTS STATE PLANE AND THE VERTICAL DATUM IS NAVD 1929. THIS PARCEL IS SHOWN IN ZONE A4 ACCORDING TO FLOOD INSURANCE RATE MAP #250205 0014 B.
- 2. LOCATION OF UNDERGROUND UTILITIES HAVE NOT BEEN SHOWN. ABOVE GROUND UTILITIES HAVE BEEN SHOWN TO THE EXTENT THEY ARE VISIBLE.

GENERAL NOTES:

- 1. SYMBOLS AND LEGEND OF PROJECT FEATURES ARE GRAPHIC REPRESENTATIONS AND ARE NOT NECESSARILY SHOWN ON THE DRAWINGS TO SCALE OR TO THEIR ACTUAL DIMENSION OR LOCATION. COORDINATE DETAIL SHEET DIMENSIONS, MANUFACTURERS' LITERATURE, SHOP DRAWINGS AND FIELD MEASUREMENTS OF SUPPLIED PRODUCTS FOR LAYOUT OF THE PROJECT FEATURES.
- 2. DO NOT RELY SOLELY ON ELECTRONIC VERSIONS OF DRAWINGS, SPECIFICATIONS, AND DATA FILES THAT ARE PROVIDED BY THE ENGINEER. FIELD VERIFY LOCATION OF PROJECT FEATURES.
- 3. PERFORM NECESSARY CONSTRUCTION NOTIFICATIONS, APPLY FOR AND OBTAIN NECESSARY PERMITS, PAY FEES, AND POST BONDS ASSOCIATED WITH ALL WORK AS REQUIRED BY THE CONTRACT DOCUMENTS.
- 4. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF DRAINAGE AND ADJACENT SITE ELEMENTS INCLUDING SIDEWALKS, RAMP, BUILDING ENTRANCES, STAIRWAYS, UTILITY PENETRATIONS, CONCRETE DOOR PADS, COMPACTOR PADS, LOADING DOCKS, BOLLARDS, ETC.
- 5. LOCATION OF UTILITIES SHOWN HEREON ARE THE RESULT OF SURFACE EVIDENCE AS LOCATED BY FIELD SURVEY, PLANS OF RECORD, INFORMATION FURNISHED BY THE RESPECTIVE UTILITY COMPANIES, AND OTHER AVAILABLE SOURCES. THIS PLAN DOES NOT NECESSARILY REFLECT THE EXACT LOCATION OF ALL UTILITIES WHICH MAY EXIST AT THE TIME WITHIN THE PREMISES SURVEYED. LOCATIONS SHOULD BE VERIFIED BY THE RESPECTIVE UTILITY COMPANY BEFORE BEING RELIED UPON. ALL FIELD CHANGES MUST BE APPROVED BY THE ENGINEER.
- 6. LOCATION AND INVENTORIES OF EXISTING UTILITIES SHALL BE VERIFIED WITH THE ENGINEER PRIOR TO CONSTRUCTION. ALL FIELD CHANGES MUST BE APPROVED BY THE ENGINEER.
- 7. FUS & O'NEILL MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA. FUS & O'NEILL FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. FUS & O'NEILL HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. BEFORE CONSTRUCTION, CALL STATE SAFETY SYSTEM FOR CLARIFICATION.

REGULATORY REQUIREMENTS:

- 1. AN APPROVED SET OF PLANS SHALL BE KEPT ON SITE AT ALL TIMES.
- 2. WITHIN LOCAL RIGHTS-OF-WAY, PERFORM THE WORK IN ACCORDANCE WITH LOCAL MUNICIPAL STATUTES.
- 3. WITHIN STATE RIGHTS-OF-WAY, PERFORM THE WORK IN ACCORDANCE WITH THE MASS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
- 4. BE RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY. PERFORM CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL REQUIREMENTS.
- 5. DISPOSE OF DEMOLITION DEBRIS IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND STATUTES.
- 6. THIS PROJECT DISTURBS MORE THAN ONE ACRE OF LAND OR IS A PHASE OF A LARGER PROJECT THAT DISTURBS MORE THAN AN ACRE AND REQUIRES THE COMPLETION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND THE FILING OF A CONSTRUCTION GENERAL PERMIT (CGP). THE SWPPP SHALL REMAIN ON SITE AT ALL TIMES PRIOR TO THE START OF CONSTRUCTION, SUBMIT A NOTICE OF INTENT TO OBTAIN COVERAGE UNDER THE CGP.
- 7. COMPLY WITH THE CONDITIONS OF THE FOLLOWING TOWN OF GREAT BARRINGTON PERMITS, ASSIST THE ENGINEER TO OBTAIN PERMIT CLOSEOUT DOCUMENTATION.
- 8. NOTIFY TOWN OF GREAT BARRINGTON PERMITS PLANNING BOARD AND CONSERVATION COMMISSION IN WRITING A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION.
- 9. ALLOW AGENTS OR MEMBERS REPRESENTING THE TOWN OF GREAT BARRINGTON OR OTHER LOCAL, STATE, OR FEDERAL AUTHORITIES TO ENTER AND INSPECT THE SITE.

EARTHWORK

- 1. CALL DIG-SAFE 811 OR 1-888-DIG-SAFE A MINIMUM OF 72 HOURS PRIOR TO CONSTRUCTION.
- 2. STOP WORK IN THE VICINITY OF SUSPECTED CONTAMINATED SOIL, GROUNDWATER OR OTHER MEDIA. IMMEDIATELY NOTIFY THE OWNER SO THAT APPROPRIATE TESTING AND SUBSEQUENT ACTION CAN BE TAKEN. RESUME WORK IN THE IMMEDIATE VICINITY ONLY UPON DIRECTION BY THE OWNER.
- 3. WITHIN THE LIMITS OF THE BUILDING FOOTPRINT, PERFORM EARTHWORK OPERATIONS TO SUBGRADE ELEVATIONS. SEE DRAWINGS BY OTHERS FOR WORK ABOVE SUBGRADE.
- 4. PROTECT ALL SLOPES, VEGETATION, PAVING, WALKS, AND IMPROVEMENTS OUTSIDE THE AREA TO BE AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
- 5. REFER TO EROSION AND SEDIMENTATION CONTROL DETAILS FOR EROSION AND SEDIMENTATION CONTROL NOTES.
- 6. CATCH BASINS WITH THE WORK AREA OR DOWN STREAM OF DRAINAGE FLOW SHALL BE PROTECTED WITH CATCH BASIN SILT SACKS.
- 7. WATER AND CALCIUM CHLORIDE MUST BE AVAILABLE AT ALL TIMES FOR DUST CONTROL.

DEMOLITION

- 1. REMOVE AND DISPOSE OF EXISTING UTILITIES, FOUNDATIONS AND UNSUITABLE MATERIAL BENEATH AND FOR A DISTANCE OF 10 FEET BEYOND THE PROPOSED BUILDING FOOTPRINT INCLUDING EXTERIOR COLUMNS, UNLESS OTHERWISE NOTED.
- 2. THE DEMOLITION PLAN IS PROVIDED FOR INFORMATION ONLY AND MAY NOT INDICATE ALL ITEMS REQUIRED TO BE DEMOLISHED. PERFORM A PRE-BID SITE INSPECTION. COORDINATE DEMOLITION OF UNDERGROUND UTILITIES OR STRUCTURES WITH OWNERS. DEMOLISH STRUCTURES, SITE IMPROVEMENTS, UTILITIES, ETC. AS REQUIRED TO CONSTRUCT PROPOSED FACILITY AND UTILITY SERVICES.
- 3. TREES, BRUSH AND STUMPS REMOVED BY CLEARING & GRUBBING OPERATIONS SHALL BE TRANSPORTED OFF THE PROJECT SITE TO AN APPROVED DISPOSAL LOCATION.
- 4. ITEMS TO BE STOCKPILED ON-SITE FOR REUSE OR TO BE RELOCATED SHALL BE PROTECTED FROM CONSTRUCTION OPERATIONS & DAMAGED DURING CONSTRUCTION. THEY SHALL BE RELOCATED IN-KIND AT NO ADDITIONAL COST TO THE OWNER.

WORK RESTRICTIONS

- 1. DO NOT CLOSE OR OBSTRUCT ROADWAYS, SIDEWALKS, FIRE HYDRANTS, AND UTILITIES WITHOUT APPROPRIATE PERMITS.
- 2. WORK IS RESTRICTED TO THE HOURS OF 7:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY EXCEPTING HOLIDAYS UNLESS OTHERWISE APPROVED BY THE OWNER AND THE TOWN OF GREAT BARRINGTON.

CONSTRUCTION LAYOUT

- 1. PROVIDE FURROW TRANSITIONS BETWEEN EXISTING AND PROPOSED SITE IMPROVEMENTS. FIELD VERIFY EXISTING PAVEMENT AND DRAINAGE STRUCTURES BEFORE START OF CONSTRUCTION. PROTECT PAVEMENTS AND DRAINAGE STRUCTURES BEFORE START OF CONSTRUCTION.
- 2. PRIOR TO ORDERING MATERIALS AND BEGINNING CONSTRUCTION, FIELD VERIFY PROPOSED UTILITY ROUTES AND IDENTIFY ANY INTERFERENCES OR OBSTRUCTIONS WITH EXISTING UTILITIES OR PUBLIC RIGHTS-OF-WAY.
- 3. DIMENSIONS ARE FROM FACE OF CURB, FACE OF BUILDING, FACE OF WALL, AND CENTER LINE OF PAVEMENT MARKINGS, UNLESS NOTED OTHERWISE.
- 4. ROADS OR MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE SET OR RESET BY A PROFESSIONAL LICENSED SURVEYOR.
- 5. BE RESPONSIBLE FOR THE MAINTENANCE AND SAFETY OF TRAFFIC ON THE PUBLIC AND PRIVATE WAYS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
- 6. CONSTRUCT ACCESSIBLE ROUTES, PARKING SPACES, RAMP, SIDEWALKS AND WALKWAYS IN CONFORMANCE WITH THE FEDERAL AMERICANS WITH DISABILITIES ACT AND WITH MASSACHUSETTS ARCHITECTURAL ACCESS BOARD AND LOCAL LAWS AND REGULATIONS (WHICHEVER ARE MORE STRINGENT).

SITE RESTORATION

- 1. PROVIDE 6 INCHES OF TOPSOIL AND SEED TO AREAS DISTURBED DURING CONSTRUCTION AND NOT DESTROYED TO BE RESTORED WITH IDENTICAL SURFACES (BUILDINGS, PAVEMENTS, WALKS, ETC) UNLESS OTHERWISE NOTED. REQUIRED SEED MIX:
 - 50% KENTUCKY BLUEGRASS
 - 40% TALL FESCUE
 - 10% PERENNIAL PEGLEG
- 2. REPAIR DAMAGES RESULTING FROM CONSTRUCTION LOADS, AT NO ADDITIONAL COST TO OWNER.
- 3. RESTORE AREAS DISTURBED BY CONSTRUCTION OPERATIONS OUTSIDE OF THE WORK AREA TO THEIR ORIGINAL CONDITION OR BETTER, AT NO ADDITIONAL COST TO OWNER.

UTILITIES

- 1. TERMINATE EXISTING UTILITIES IN CONFORMANCE WITH LOCAL STATE AND INDIVIDUAL UTILITY COMPANY STANDARD SPECIFICATIONS AND DETAILS. COORDINATE UTILITY SERVICE DISCONNECTS WITH UTILITY REPRESENTATIVES.
- 2. THE TYPE, SIZE AND LOCATION OF DEPICTED UNDERGROUND UTILITIES ARE APPROXIMATE REPRESENTATIONS OF INFORMATION OBTAINED FROM FIELD LOCATIONS OF VISIBLE FEATURES, EXISTING MAPS AND PLANS OF RECORD, UTILITY MAPPING, AND OTHER SOURCES OF INFORMATION OBTAINED BY THE ENGINEER. ASSUME NO GUARANTEE AS TO THE COMPLETENESS, SERVICABILITY, EXISTENCE, OR ACCURACY OF UNDERGROUND FACILITIES. FIELD VERIFY THE EXACT LOCATIONS, SIZES, AND ELEVATIONS OF THE POINTS OF CONNECTIONS TO EXISTING UTILITIES.
- 3. IMMEDIATELY NOTIFY THE ENGINEER IN WRITING IF EXISTING UTILITY CONDITIONS CONFLICT OR DIFFER FROM THAT INDICATED AND IF THE WORK CANNOT BE COMPLETED AS INDICATED.
- 4. PAY ALL FEES AND COSTS ASSOCIATED WITH UTILITY MODIFICATIONS AND CONNECTIONS, REGARDLESS OF THE ENTITY THAT PERFORMS THE WORK.
- 5. COORDINATE THE WORK AND WORK SCHEDULE WITH UTILITY COMPANIES. PROVIDE NEGATIVE NOTICES TO UTILITIES TO PREVENT DELAYS IN CONSTRUCTION.
- 6. INSTALL PROPOSED PRIVATE UTILITY SERVICES ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY THE AUTHORITY HAVING JURISDICTION (UTILITY, SEWER, GAS, TELEPHONE, ELECTRIC, FIRE ALARMS ETC.). COORDINATE FINAL DESIGN LOADS AND LOCATIONS WITH OWNER AND ARCHITECT.
- 7. COORDINATE WITH UTILITY COMPANIES FOR THE REMOVAL/RELOCATION OF OVERHEAD WIRE AND POLES.
- 8. THE PLUMBING CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF DRAINAGE AND UTILITIES WITHIN 10 FEET OF BUILDING FOOTPRINT.
- 9. NOTIFY ABUTTING PROPERTY OWNERS AND THE TOWN OF GREAT BARRINGTON A MINIMUM OF 5 BUSINESS DAYS PRIOR TO DISRUPTION OF UTILITY SERVICE.
- 10. ALL WATER SERVICE AND SEWER SERVICE CONNECTIONS SHALL BE COORDINATED WITH THE TOWN OF GREAT BARRINGTON DEPARTMENT OF PUBLIC WORKS.

EROSION AND SEDIMENT CONTROL

- 1. DISTURBANCE OF SOIL SURFACES IS REGULATED BY STATE LAW AND LOCAL ORDINANCE. WORK SHALL COMPLY WITH THE FOLLOWING CRITERIA TO PREVENT OR MINIMIZE SOIL EROSION.
- 2. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, INSTALL EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN ON THE PLAN, MAINTAIN EROSION CONTROL DEVICES IN EFFECTIVE CONDITION DURING CONSTRUCTION.
- 3. INSTALL, INSPECT, MAINTAIN, AND/OR REPLACE TEMPORARY AND PERMANENT EROSION CONTROL DEVICES TO ENSURE PROPER OPERATION IN A TIMELY MANNER THROUGHOUT THE LIFE OF THE PROJECT. MAINTAIN PERMANENT MEASURES UNTIL CONSTRUCTION OF THE PROJECT IS COMPLETED OR UNTIL IT IS ACCEPTED BY THE OWNER. DISPOSE OF SEDIMENT IN AN UPLAND AREA.
- 4. INSPECT EROSION AND SEDIMENT CONTROLS DAILY AND REMOVE ACCUMULATED SEDIMENT AS NEEDED. REPAIR OR CORRECT ANY ISSUES, AND NOTIFY THE CONSERVATION COMMISSION IMMEDIATELY.
- 5. MAINTAIN A STOCKPILE OF ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES ON SITE AT ALL TIMES. AT A MINIMUM, MAINTAIN A STOCKPILE OF AT LEAST 100 FEET OR 10% OF THE TOTAL AMOUNT OF DEVICES CURRENTLY DEPLOYED AT THE SITE, WHICHEVER IS GREATER.
- 6. CLEAN ROADS, CONTROL DUST, AND TAKE NECESSARY MEASURES TO ENSURE THAT THE SITE AND ALL ROADS BE BENEATH AND TO EITHER SIDE OF THE DRIVEWAY CONTROL AT ALL TIMES THROUGHOUT THE LIFE OF THE CONTRACT. DUST CONTROL SHALL INCLUDE, BUT NOT BE LIMITED TO, WATER AND LIME CRUSHED STONE OR COURSE GRAVEL, SUBJECT TO THE APPROVAL OF THE ENGINEER.
- 7. VEHICLE TRAFFIC ENTERING OR EXITING THE PROJECT SITE SHALL PASS OVER CONSTRUCTION ENTRANCES MAINTAIN THE CONSTRUCTION ENTRANCE IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO THE SURROUNDING ROADWAY. SEDIMENT SHALL BE REMOVED FROM THE ENTRANCE. ADDITIONAL STONE OR ADDITIONAL LENGTH AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANUP OF ANY MEASURES USED TO PREVENT TRACKING SHALL BE WASHED, OR TRACKED OUT TO THE SURROUNDING ROADWAY MUST BE REMOVED IMMEDIATELY.
- 8. INSTALL PERIMETER SEDIMENT CONTROL BARRIERS AS SHOWN ON THE SITE PLANS OR AS MAY BE REQUIRED TO PREVENT SEDIMENT FLOW TO ADJACENT AREAS OR TO BEYOND. WITHIN A ROW OF STAKED HAYBALES OR A SENCE SHALL ALSO BE INSTALLED AROUND ANY SOIL STOCKPILE AREAS. AREAS CLEANED BY SEDIMENT TRAPPING BARRIERS SHALL BE REPAIRED IMMEDIATELY. AREAS CLEANED BY SEDIMENT TRAPPING BARRIERS SHALL BE REPAIRED IMMEDIATELY IF BARRIER DECOMPOSED OR BECOMES INEFFECTIVE.
- 9. PERFORM CONSTRUCTION SEQUENCING IN SUCH A MANNER TO CONTROL EROSION AND TO MINIMIZE THE TIME THAT EXISTING MATERIALS ARE EXPOSED BEFORE THEY ARE COVERED, SEED, OR OTHERWISE STABILIZED.

- 10. IF FINAL GRADING IS TO BE DELAYED FOR MORE THAN THIRTY (30) DAYS AFTER LAND DISTURBANCE BEGINS, NON-CROPPED VEGETATION OR MULCH SHALL BE USED TO STABILIZE SOILS. OUTSIDE OF THE GROWING SEASON, ONLY WOOD MULCH SHALL BE USED.
- 11. PERMANENT VEGETATIVE COVER SHALL BE APPLIED TO ALL DISTURBED AREAS THAT HAVE REACHED FINISHED GRADE AS SOON AS POSSIBLE, BUT NOT MORE THAN FOURTEEN (14) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT AREA HAS PERMANENTLY CEASED. THE RECOMMENDED PERMANENT SEEDING DATES ARE APRIL 1 TO 15 AND AUGUST 15 TO 30, 2022.
- 12. LIMESTONE AND FERTILIZER SHALL BE APPLIED ACCORDING TO SOIL TEST RECOMMENDATIONS OFFERED BY THE UNIVERSITY OF MASSACHUSETTS SOIL TESTING LABORATORY. IF SOIL TESTING IS NOT FEASIBLE ON A SUITABLE SITE, OR WHERE TESTING IS CRITICAL, FERTILIZER MAY BE APPLIED AT THE RATE OF 500 POUNDS PER ACRE OR 11.5 POUNDS PER 1,000 SQUARE FEET OF 10-20-20 OR EQUIVALENT. APPLY LIMESTONE (EQUIVALENT TO 50 PERCENT CALCIUM PLUS MAGNESIUM OXIDE) AS FOLLOWS: 4 TONS PER ACRE OR 90 POUNDS PER 1,000 SQUARE FEET FOR CLAY, CLAY LOAM AND HIGH ORGANIC SOIL; 3 TONS PER ACRE OR 67.5 POUNDS PER 1,000 SQUARE FEET FOR LOAM, LOAM SAND, AND SAND; AND 2 TONS PER ACRE OR 45 POUNDS PER 1,000 SQUARE FEET LOAMY SAND OR SAND.
- 12. EXISTING OR PROPOSED STORMWATER DRAINAGE STRUCTURES THAT MAY BE SUBJECT TO SEDIMENTATION SHALL BE PROTECTED WITH STAKED HAYBALES, SILT FENCE, SILT SACKS, OR OTHER APPROVED MEASURES THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD.
- 13. WASTE DISPOSAL: MATERIALS WHICH COULD BE A POTENTIAL SOURCE OF STORMWATER POLLUTION SUCH AS GASOLINE, DIESEL FUEL, HYDRAULIC OIL, ETC., SHALL BE STORED AT THE END OF EACH DAY IN A STORAGE TRAILER OR COVERED. LOCATION AND FIELDS OFF-SITE AND PROPERLY DISPOSED OF. ALL TYPES OF WASTE GENERATED AT THIS SITE SHALL BE DISPOSED OF IN A MANNER CONSISTENT WITH STATE LAW AND/OR REGULATIONS.
- 14. CONTROL OF ALLOWABLE NON-STORMWATER DISCHARGES: IF ALLOWABLE NON-STORM WASTE DISCHARGES ARE OCCURRING AT THIS SITE, THE FOLLOWING SHALL BE VISUALLY OBSERVED AND RECORDED, THE LIST OF EXPLICIT SOURCES OF ALLOWABLE NON-STORM WASTE DISCHARGES ARE AS FOLLOWS: (1) DISCHARGE FROM VEHICLE WASHDOWN WHERE NO DETERGENTS ARE USED, (2) EXTERNAL BUILDING WASHDOWN WHERE NO DETERGENTS ARE USED, (3) THE USE OF WATER TO WASH, DUST, (4) FIRE HYDRANT FLUSHINGS, (5) LAWN WATERING, (6) POTABLE WATER SOURCES INCLUDING WASHING FLUSHINGS, (7) IRRIGATION DRAINAGE, (8) PAVEMENT WASHING, (9) WASHING OF VEHICLES OR EQUIPMENT, (10) HAZARDOUS MATERIALS HAVE NOT OCCURRED UNLESS ALL SPILLED MATERIALS HAVE BEEN REMOVED AND WHERE NO DETERGENTS ARE USED, AND (11) FOUNDATION OR FOOD DRAINS WASTE FLOW ARE NOT CONTAMINATED WITH PROCESS SUCH AS SOLVENTS OR CONTAMINATED BY MATERIALS WITH SOILS WERE SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAS OCCURRED.
- 15. GOOD HOUSEKEEPING: THE PROJECT SITE SHALL PROVIDE FOR THE MINIMIZATION OF EXPOSURE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, INSULATION, WIRING, PAINTS AND PAINT GALS, SOLVENTS, WALL BOARD, ETC.) TO PRECIPITATION BY MEANS OF DISPOSAL AND/OR PROPER STORAGE OR COVER. CONSTRUCTION WASTE MUST BE PROPERLY DISPOSED OF IN ORDER TO AVOID EXPOSURE TO PRECIPITATION AT THE END OF EACH CONSTRUCTION DAY.
- 16. UPON COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER, REMOVE AND DISPOSE OF TEMPORARY EROSION CONTROL MEASURES, CLEAN SEDIMENT AND DEBRIS FROM TEMPORARY MEASURES AND FROM PERMANENT STORM DRAIN AND SANITARY SEWER SYSTEMS.

OPERATION & MAINTENANCE PLAN DURING CONSTRUCTION

- THE CONTRACTOR AND PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE SITE DURING CONSTRUCTION. CONSTRUCTION INCLUDES RENOVATION OF THE EXISTING BUILDING, CONSTRUCTION OF A SMALL ADDITION, MILL AND OVERLAY OF A PORTION OF THE PAVED PARKING AREA, REDEVELOPMENT OF A PORTION OF THE PAVED PARKING AREA, REPLACEMENT OF EXISTING CONCRETE SIDEWALKS, AND IMPROVEMENTS TO THE STORMWATER MANAGEMENT. A SUGGESTED OPERATION AND MAINTENANCE PLAN FOR THE CONSTRUCTION PERIOD IS PROVIDED AS FOLLOWS:
- 1. OWNER SHALL BE RESPONSIBLE FOR ALL OPERATION AND MAINTENANCE OF THE SITE.
- 2. NO EARTHWORK ACTIVITIES SHALL COMMENCE UNTIL SILT FENCE HAS BEEN INSTALLED. SILT FENCE SHALL BE MAINTAINED THROUGHOUT.
- 3. AREAS LEFT EXPOSED TO EROSION FOR MORE THAN SEVEN DAYS SHALL BE ROUGH GRADED AND TEMPORARILY STABILIZED. AREAS DISTURBED BUT INACTIVE FOR MORE THAN THIRTY DAYS SHALL BE TEMPORARILY STABILIZED.
- 4. EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED UNTIL SUCCESSFUL ESTABLISHMENT OF GROUND COVER.
- 5. NO STAGING OF MATERIALS OR LAY DOWN AREAS SHALL BE LOCATED WITHIN THE ANY RESOURCE AREA.
- 6. PAVED AREAS SHALL BE KEPT FREE OF SEDIMENT, AND SHALL BE CLEANED PERIODICALLY AS REQUIRED BY CONSTRUCTION ACTIVITIES.
- 7. CATCH BASINS SHALL BE PERIODICALLY INSPECTED FOR THE ACCUMULATION OF SEDIMENT. ALL CATCH BASINS WITHIN THE PROJECT SHALL BE CLEANED AT THE END OF THE PROJECT.
- 8. TEMPORARY SOIL STOCKPILES SHALL BE LOCATED WITH AREAS CONSISTING OF FORMERLY PAVED OR DEVELOPED SURFACES, AND WILL BE MOVED AS NECESSARY TO ACCOMMODATE ONGOING WORK.
- 9. SEDIMENT STOCKPILES SHALL HAVE A SIDE SLOPE OF NO GREATER THAN 2:1. ALL STOCKPILES SHALL BE ROUGH GRADED OR MAINTAIN A FINISHED SURFACE TO PREVENT EROSION. STOCKPILES THAT ARE NOT TO BE USED WITHIN 7 DAYS SHALL BE SEED OR COVER WITH FORMATION OF STOCKPILE AS TO PREVENT EROSION. STORM WALL BARRIER AND SILT FENCE SHALL BE INSTALLED AROUND STOCKPILE AREA APPROXIMATELY 1 FEET FROM TOP OF SLOPE.
- 10. THE CONTRACTOR IS RESPONSIBLE TO INSPECT AND REPAIR EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED TO PREVENT DAMAGE OR SEDIMENTATION.
- 11. UPON COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT GROUND COVER, REMOVE AND DISPOSE OF TEMPORARY EROSION CONTROL MEASURES, CLEAN SEDIMENT AND DEBRIS FROM TEMPORARY MEASURES AND FROM PERMANENT STORM DRAIN AND SANITARY SEWER SYSTEMS.
- 12. CATCH BASIN PROTECTION TO BE INSTALLED IN ALL CATCH BASINS LOCATED ON SITE.
- 13. INSPECTIONS SHALL BE COMPLETED A MINIMUM OF EVERY SEVEN (7) CALENDAR DAYS, AND WITHIN 24 HOURS OF THE END OF A STORM EVENT OF 0.25 INCHES OR GREATER.

OPERATION & MAINTENANCE PLAN POST CONSTRUCTION

- 1. SITE OWNER WILL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE SITE AFTER CONSTRUCTION IS COMPLETED.
- 2. THE STORMWATER COLLECTION SYSTEMS WILL BE INSPECTED A MINIMUM OF FOUR (4) TIMES PER YEAR. SEDIMENT AND DEBRIS SHALL BE REMOVED FROM THE COLLECTION SYSTEMS AND STRUCTURES AND PRESS. ALL SEDIMENTATION WILL BE REMOVED FROM EACH DRAINAGE STRUCTURE AND FROM EACH CATCH BASIN. THE DEPTH OF DEBRIS OR THE DEPTH OF DEPOSITS IS GREATER THAN OR EQUAL TO ONE HALF THE DEPTH FROM THE INVERT TO THE TOP OF THE COLLECTION SYSTEM. CATCH BASINS SHALL BE CLEANED AT THE END OF THE LEAVES AND SNOW REMOVAL SEASONS.

- 3. PAVED SURFACES WILL BE SWEPT TWICE ANNUALLY, APRIL AND OCTOBER, TO REMOVE SAND AND DEBRIS FOLLOWING WINTER MONTHS.
- 4. AT LEAST TWICE PER YEAR, DURING THE SPRING (APRIL) AND FALL (NOVEMBER), OUTLET STRUCTURES WILL BE EXAMINED AND CLEANED, AND ALL FOLIAGE, GRASS AND SOLIDS TRAPPED WILL BE REMOVED.
- 5. STORMWATER STRUCTURES AND PIPES WILL BE INSPECTED EACH SPRING (APRIL) AND FALL (NOVEMBER) FOR ACCUMULATION OF SEDIMENT AND DEBRIS. CLEAN AS REQUIRED.
- 6. STORMWATER TREATMENT SYSTEM SHALL BE INSPECTED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.

EXTERIOR CONCRETE NOTES:

- 1. ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE MASSACHUSETTS STATE BUILDING CODE 9TH EDITION AND ALL LOCAL REQUIREMENTS.
- 2. DIMENSIONS AND CONDITIONS SHALL BE VERIFIED IN FIELD PRIOR TO THE COMMENCEMENT OF WORK.
- 3. ALL CONCRETE SHALL HAVE A DESIGN STRENGTH OF 4000 PSI AT 28 DAYS, UNLESS OTHERWISE NOTED.
- 4. REINFORCING RODS SHALL BE ASTM A615, GRADE 60 EXCEPT WHERE FIELD BENDING IS REQUIRED, GRADE 40.
- 5. WELDED WIRE MESH SHALL BE ASTM A185, ALL WELDED WIRE MESH SHALL BE IN SHEET FORM.
- 6. PROVIDE SAW CUT EXPANSION/CONTROL JOINTS AT AREAS NOTED, ALL SAW CUT EXPANSION JOINTS SHALL BE A MINIMUM OF 1/4 OF THE SLAB THICKNESS AND A MAXIMUM OF 1/2 OF THE SLAB THICKNESS. JOINTS MUST BE CUT WITHIN 24 HOURS OF CONCRETE PLACEMENT.
- 7. JOINTS MUST BE SPACED IN ACCORDANCE WITH ACI-318 AND THE FOLLOWING RECOMMENDATIONS:
 - *4" THICK SLAB-12'X12" @ 250 SQ FT
 - *5" THICK SLAB-18'X18" @ 325 SQ FT
 - *6" THICK SLAB-20'X20" @ 400 SQ FT
 - *8" THICK SLAB-25'X25" @ 500 SQ FT
- 8. ALL CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE ACI BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, ACI-318-89 (92).
- 9. CONCRETE CONTRACTOR SHALL INSTALL CHAIRS THROUGH THE FOUNDATION WALLS AS DIRECTED BY THE GENERAL CONTRACTOR.
- 10. EXTERIOR CONCRETE SLABS TO HAVE A LIGHT BROOM FINISH. CONCRETE SLABS TO RECEIVE (1) COAT OF CLEAR SEALER/HARDENER EXCEPT AS NOTED.
- 11. ALL REINFORCING BARS TO HAVE MINIMUM 2" COVERAGE.
- 12. ALL CONCRETE TO BE FINISHED WITH A MAXIMUM 4" SLUMP.
- 13. FLOOR SLAB REINFORCING MUST BE LOCATED AT OR ABOVE MID DEPTH OF THE FLOOR SLAB UNLESS TOP AND BOTTOM REINFORCEMENT IS SPECIFIED. SHEETS ARE TO BE USED IN ALL WELDED WIRE MESH APPLICATIONS. WELDED WIRE MESH TO BE PLACED WITH CHAIRS OR BOLTS ONLY.
- 14. POURING CONCRETE FLOORS IN A CHECKERBOARD PATTERN IS NOT APPROVED OR REQUIRED BY ACI.
- 15. SEPARATE FLOORS MUST HAVE SMOOTH DOMELS (WRAPPED OR GREASED), DOMEL SIZES SHALL BE AS FOLLOWS:
 - *4" THICK SLAB 1/2"x12" LONG 18" O.C.
 - *5" THICK SLAB 1/2"x12" LONG 18" O.C.
 - *6" THICK SLAB 3/4"x18" LONG 18" O.C.
 - *8" THICK SLAB 3/4"x18" LONG 18" O.C.BOSS BREAKER COMPOUND TO BE PAINTED ON PRIOR TO POURING ADJACENT SLAB.
- 16. ENGINEER TO APPROVE SUBGRADE PRIOR TO SLAB INSTALLATION.
- 17. CONTROL JOINTS AROUND ALL SLAB PENETRATIONS SHOULD BE SAWN TO THE FULL DEPTH OF THE SLAB OR AS A CONSTRUCTION JOINT DEVELOPED FULLY.
- 18. ALL JOINTS SHALL BE FILLED AND SEALED.

ABBREVIATIONS

BC	BOTTOM OF CURB
BT	BOTTOM
BO	BOTTOM OF WALL
CB	CATCH BASIN
CL.D.P.	CEMENT LINED DUCTILE IRON PIPE
DMH	DRAINAGE MANHOLE
ELEV	ELEVATION
FF	FINISHED FLOOR
FG	FINISHED GRADE
HDPE	HIGH DENSITY POLYETHYLENE
HYD	HYDRANT
INV	INVERT
MAX	MAXIMUM
MIN	MINIMUM
OH	OVERHEAD WIRE
PVC	POLYVINYL CHLORIDE
SMV	SANITARY SEWER MANHOLE
TC	TOP OF CURB
TF	TOP OF FRAME
TW	TOP OF WALL
TY	TYPICAL

MEED CANNABIS
CONSTRUCTION NOTES
964 MAIN STREET
GREAT BARRINGTON
MASSACHUSETTS

SCALE: HORIZ. 1" = 20'
VERT. 1" = 2'
DATE: 2/10/2022

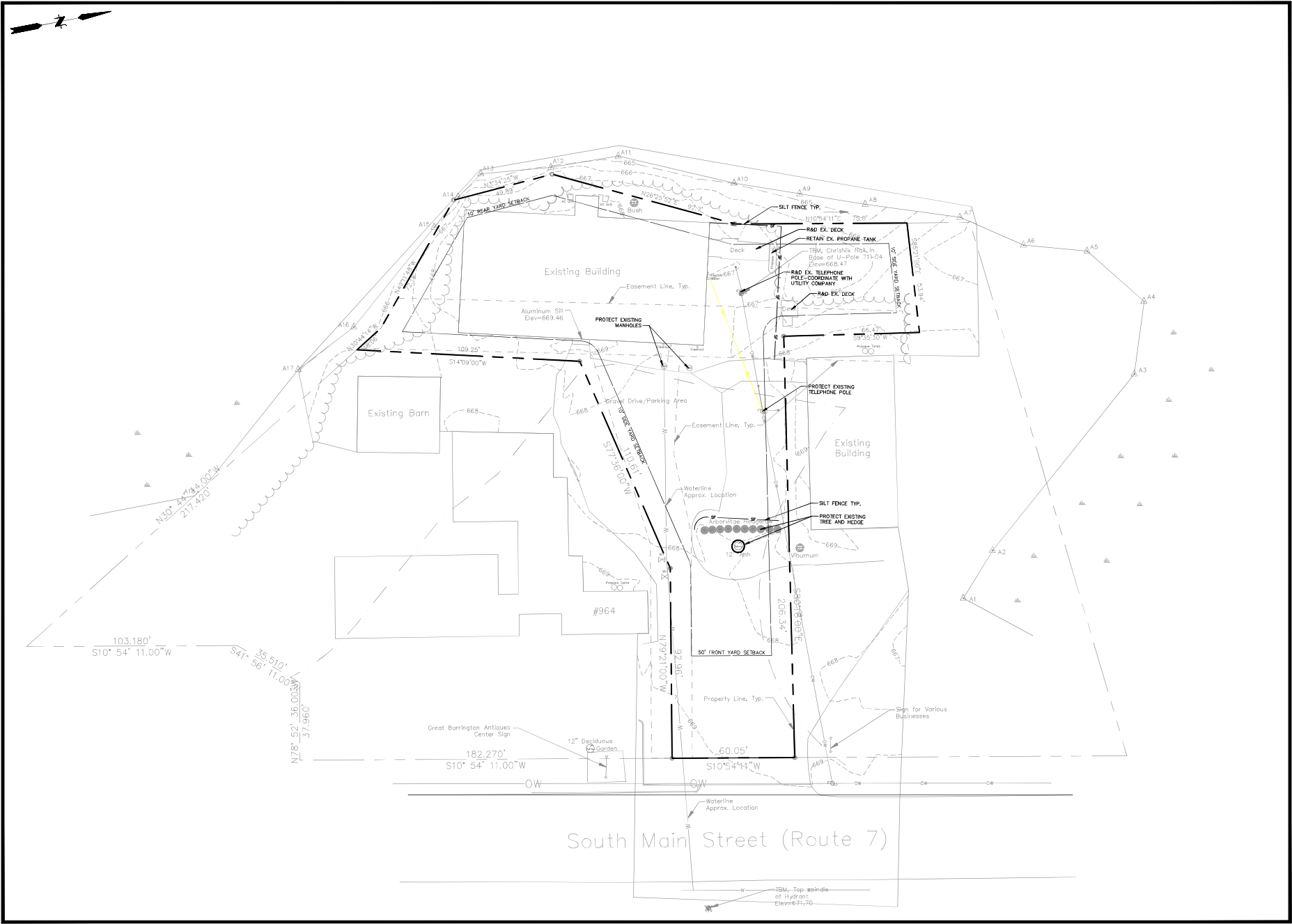
FUSS & O'NEILL
150 MAIN STREET SUITE 400
SPRINGFIELD, MA 01103
www.fuss.com

PROJECT NO.: 20210678.010
DATE: 01/28/2022

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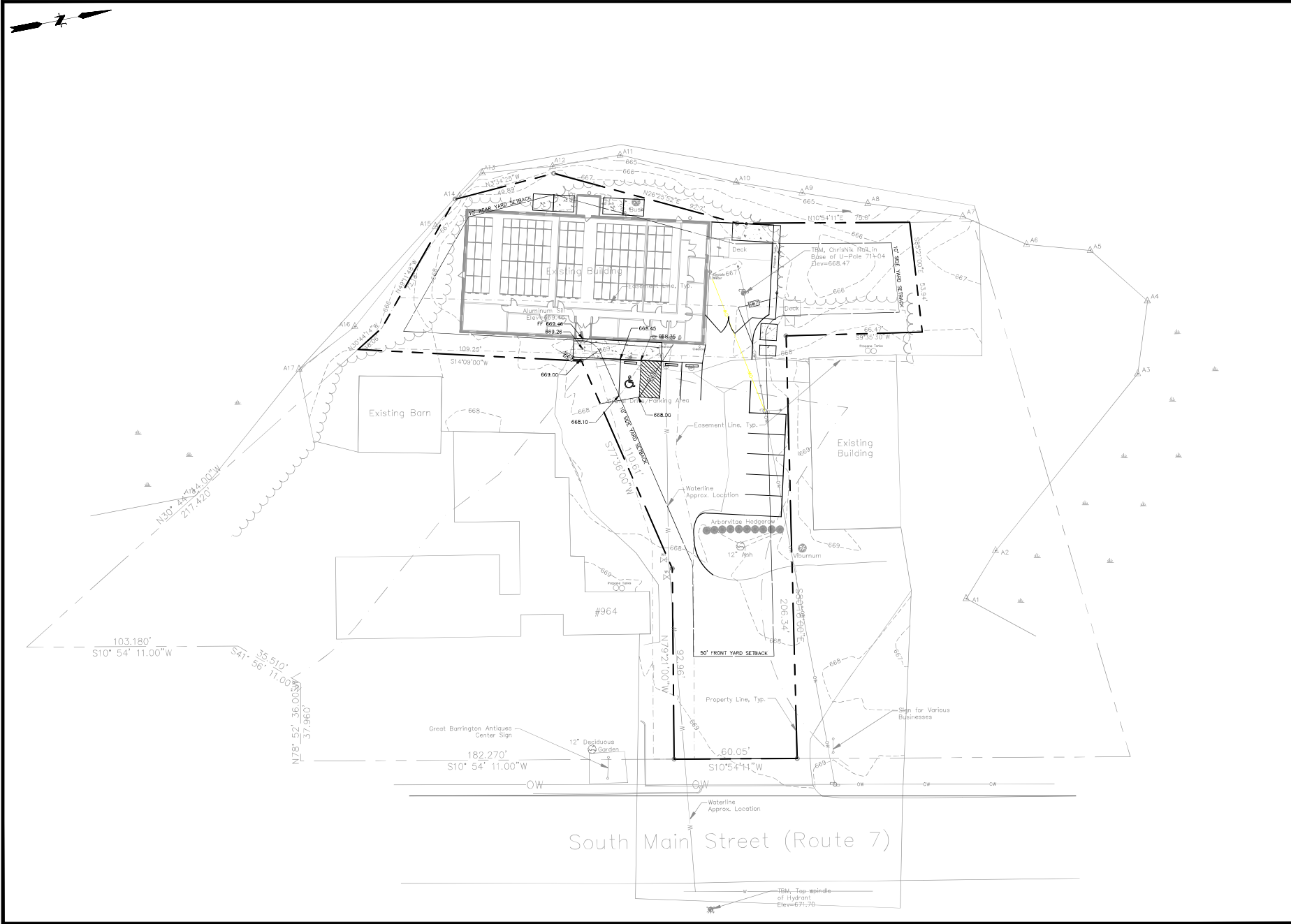
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<p>FUSSELL & O'NEILL 1580 MAIN STREET SUITE 400 SPRINGFIELD, MA 01103 www.fussell.com</p>	
MEED CANNABIS SITE PREPARATION PLAN 964 MAIN STREET GREAT BARRINGTON MASSACHUSETTS	
PROJ. No. 20210678.A10 DATE: 01/28/2022	
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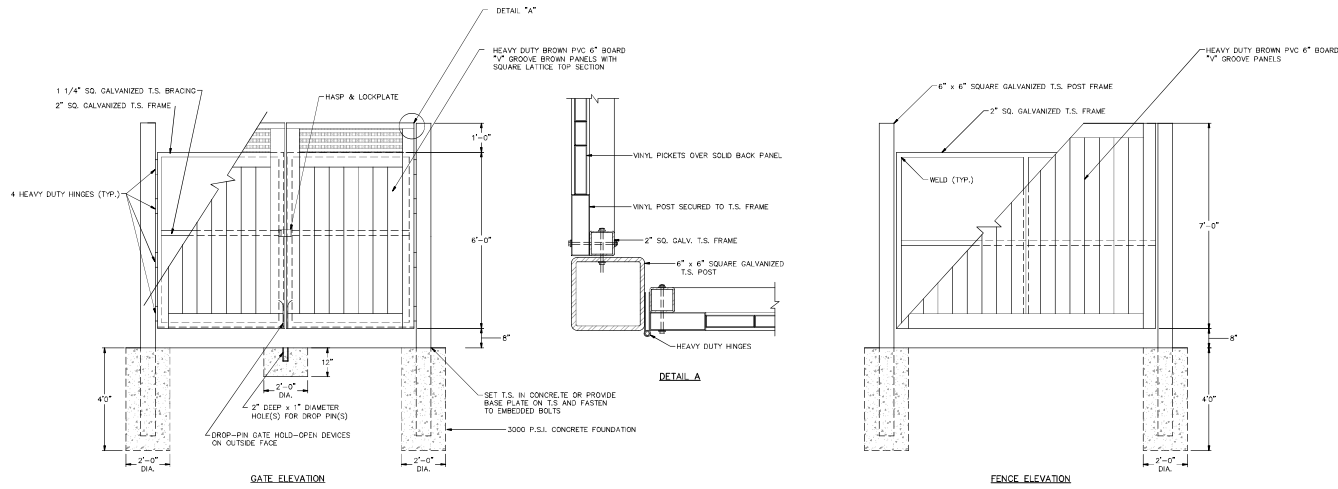
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MEED CANNABIS
 GRADING PLAN
 964 MAIN STREET
 GREAT BARRINGTON
 MASSACHUSETTS

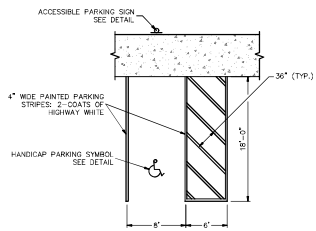
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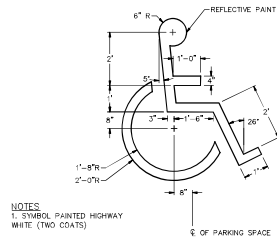
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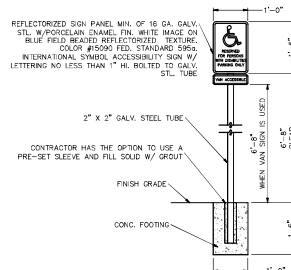
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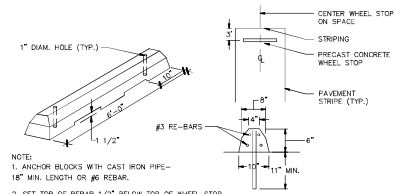
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ACCESSIBLE PARKING SYMBOL
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ACCESSIBLE PARKING SIGN
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CONCRETE WHEEL STOP
 SCALE: N.T.S.

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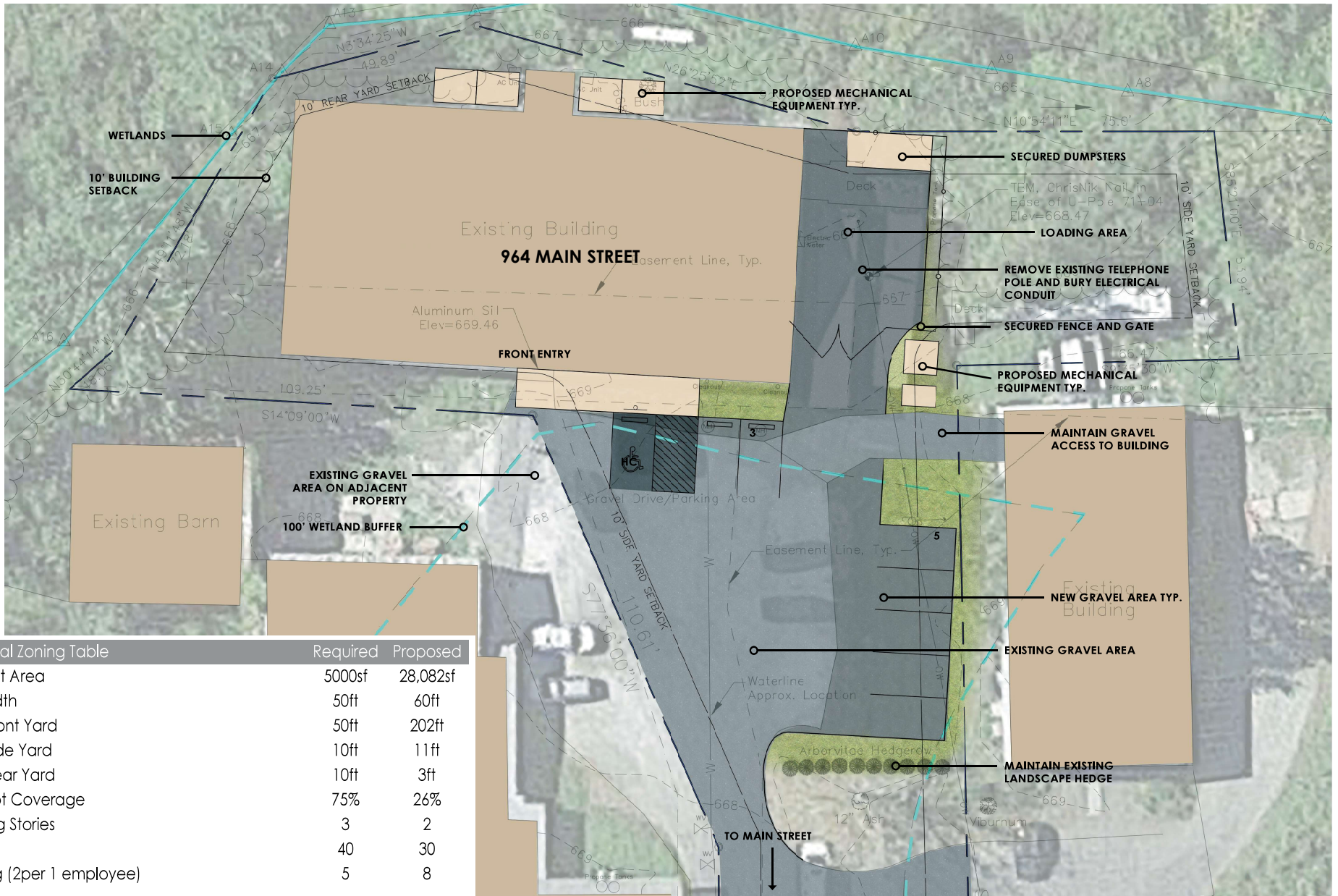
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MEED CANNABIS
 CONSTRUCTION DETAILS
 904 MAIN STREET
 GREAT BARRINGTON
 MASSACHUSETTS

PROJ. No. 20210678.A10
 DATE: 01/28/2022

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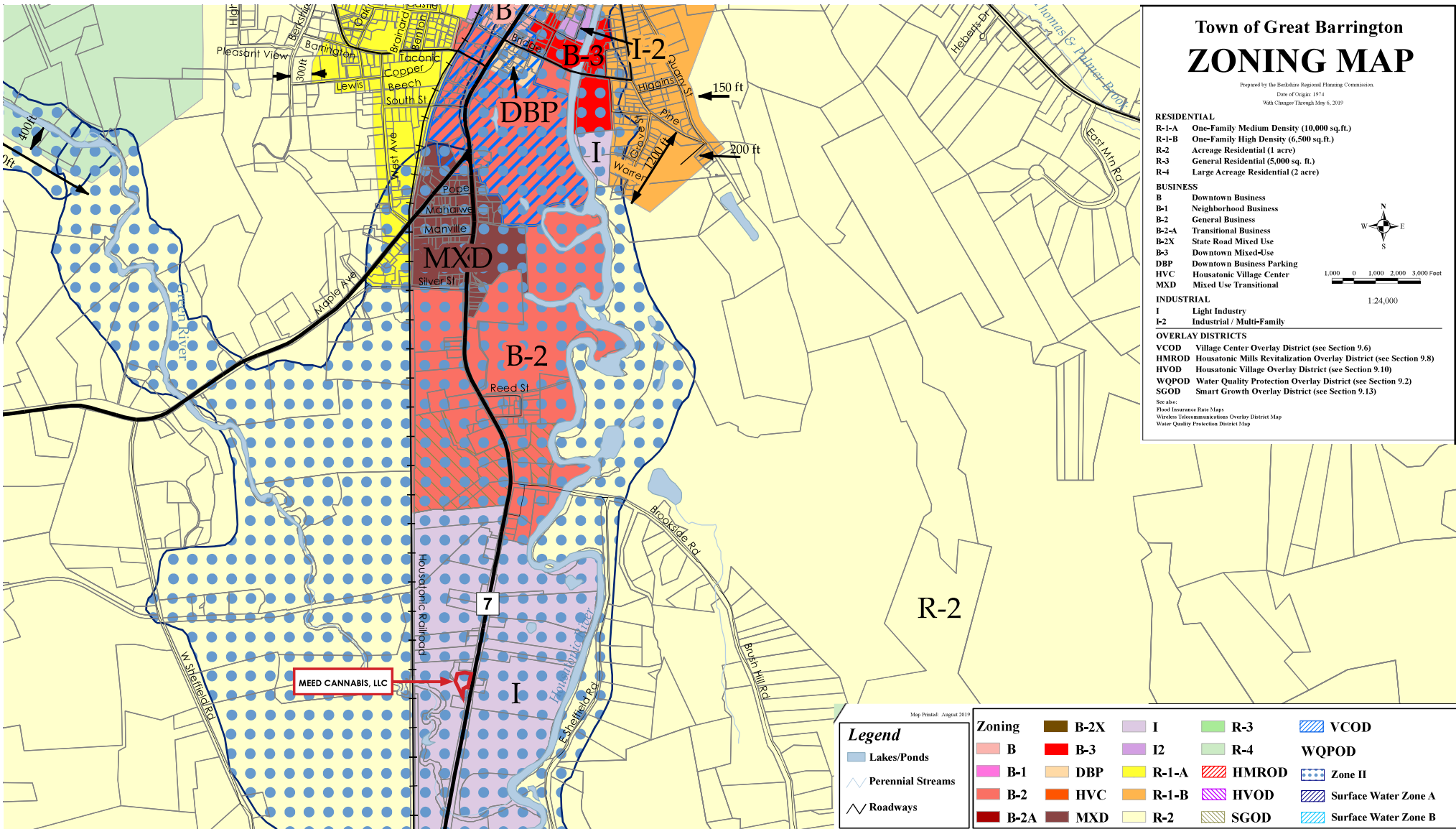
Industrial Zoning Table	Required	Proposed
Min. Lot Area	5000sf	28,082sf
Lot Width	50ft	60ft
Min. Front Yard	50ft	202ft
Min. Side Yard	10ft	11ft
Min. Rear Yard	10ft	3ft
Max Lot Coverage	75%	26%
Building Stories	3	2
Height	40	30
Parking (2per 1 employee)	5	8

SITE LAYOUT



LOCUS MAPS

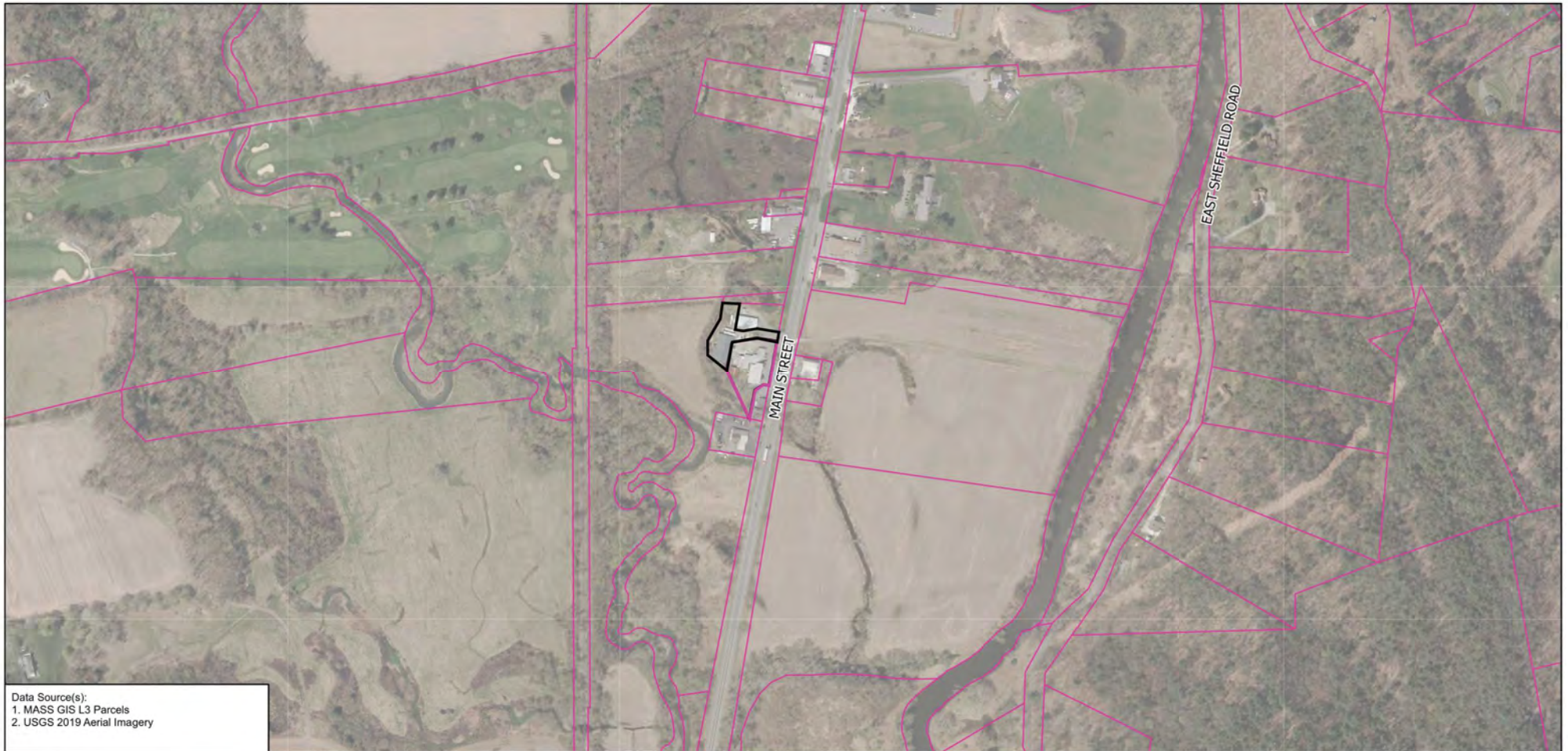
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ZONING MAP 2019



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Item 6. c. Special Permit Application from Meed Cannabis LLC



Data Source(s):
1. MASS GIS L3 Parcels
2. USGS 2019 Aerial Imagery



Meed
Parcel Boundary
Street Name

0 105 210 420 Feet



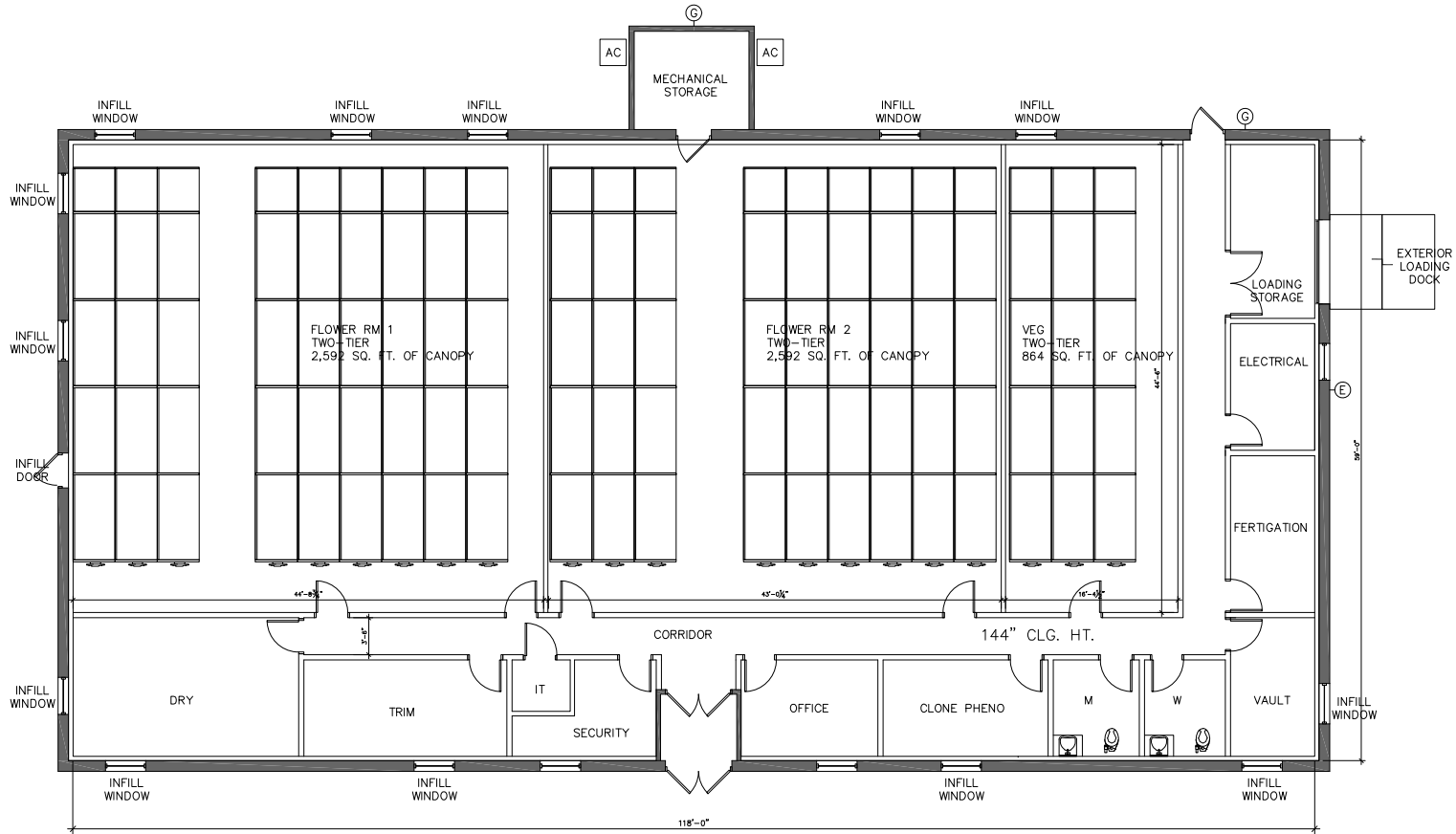
Site Map
Meed Cannabis, LLC
964 Main Street
Great Barrington MA

FUSS & O'NEILL
1550 Main Street, Suite 400
Springfield, MA 01103
413.452.0445 | www.fando.com

Figure 1

FLOOR PLANS AND BUILDING ELEVATIONS

Selectboard Meeting Packet for April 11, 2022
 Item 6. c. Special Permit Application from Meed Cannabis LLC



EXISTING
 FLOOR PLAN

PROJECT ADDRESS:

5 MAIN STREET
 GREAT BARRINGTON,
 MA 01230

Conner Design

architecture interiors visualization
 39 Norman Street, Suite #301
 Salem, MA 01970
 617.241.8300
 617.241.8303 fax

Project No: 2145

Issue Date: 29 November, 2021

Revisions:	No	Date	Description

FLOOR PLAN

SCALE: 3/16" = 1'-0"

Selectboard Meeting Packet for April 11, 2022
 Item 6. c. Special Permit Application from Meed Cannabis LLC

EXISTING
 FLOOR PLAN

PROJECT ADDRESS:
 5 MAIN STREET
 GREAT BARRINGTON,
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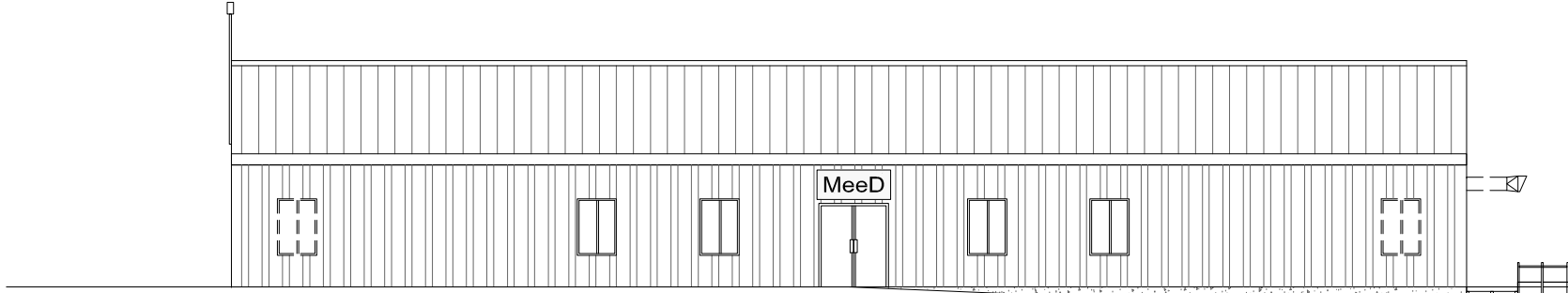
Project No: 2145
 Issue Date: 29 November, 2021

Revisions:		
No	Date	Description

ELEVATIONS

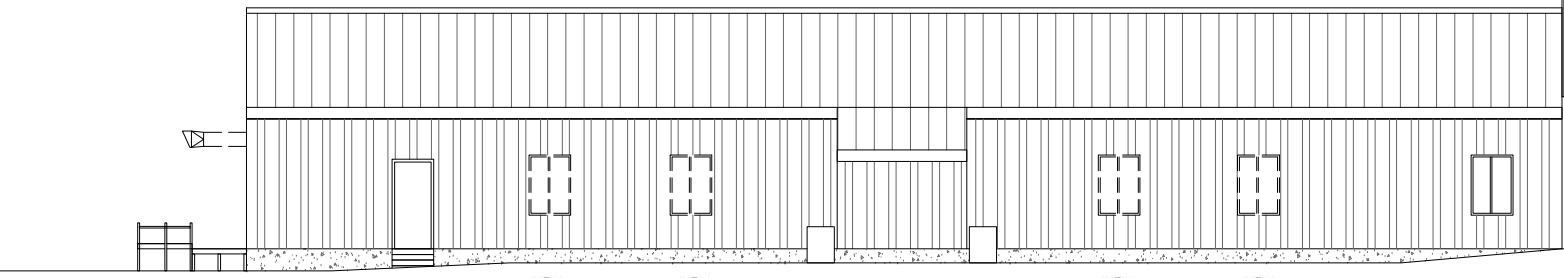
SCALE: 3/16" = 1'-0"

A103



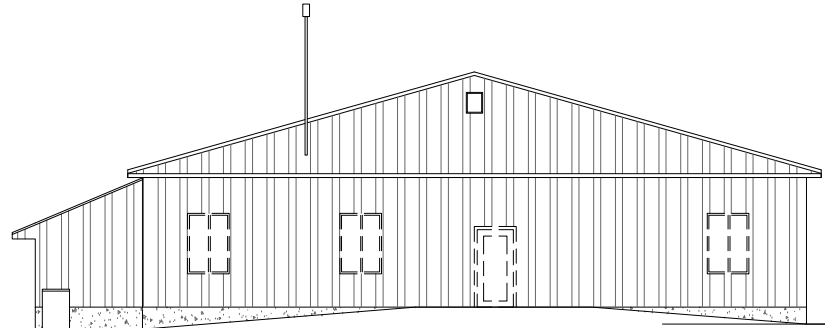
1 FRONT ELEVATION
 3/16" = 1'-0"

INFILL WINDOW



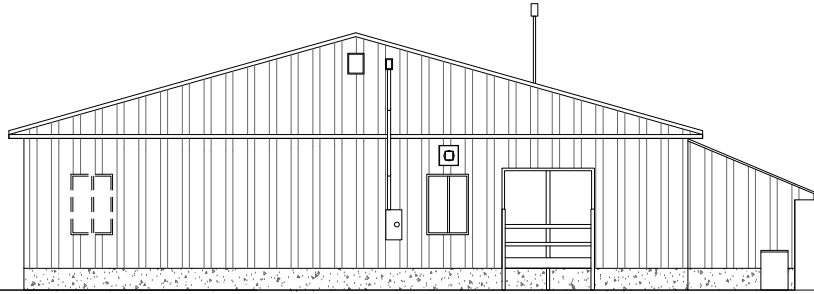
2 REAR ELEVATION
 3/16" = 1'-0"

INFILL WINDOW INFILL WINDOW INFILL WINDOW INFILL WINDOW



3 SIDE ELEVATION
 3/16" = 1'-0"

INFILL WINDOW INFILL WINDOW INFILL DOOR INFILL WINDOW



4 SIDE ELEVATION
 3/16" = 1'-0"

INFILL WINDOW

LIST OF ABUTTERS

Bruce Firger, Assessor
John Katz, Assessor
Ross A. Vivori, MAA, Principal Assessor
E-mail: rvivori@townofgb.org

Carol Strommer
Administrative Assessor
E-mail: cstrommer@townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

**TOWN OF GREAT BARRINGTON
MASSACHUSETTS
BOARD OF ASSESSORS**

February 7, 2022

ABUTTERS TO PROPERTY OF: HAMFAS LLC, 964 MAIN STREET, MAP 30 LOT 91A, BOOK 1390 PAGE 101

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
30	92A	Brendan M. & Mary C. Toole, 44 Melbourne Rd., Pittsfield, MA 01201-8505
30	93	David A. Inglis, PO Box 531, Gt. Barrington, MA 01230-0531
30	93E,93D,90	Seward Realty LLC, 952 Main St., Gt. Barrington, MA 01230-2013
30	93A	GB Riverbend LLC, Richard & Beth Larkin, 974 main St., Gt. Barrington, MA 01230-2163
38	33,34A	Souie LLC, George Soudant Jr., 1591 Home Rd., Gt. Barrington, MA 01230-9326
38	32	965 South Main Street LLC, 172 Cliffwood St., Lenox, MA 01240-2002
38	34	James J. & Margaret J. Larkin, 174 West Rd., Sheffield, MA 01257-9510
38	91,93B	Hamfas LLC, applicant

The above list of abutters to the subject property is correct
According to the latest records of this office.

Sincerely,

Ross Vivori, MAA
Principal Assessor

PROPERTY OWNER AUTHORIZATION LETTER

7 Jan, 2022

Town of Great Barrington Selectboard and Planning Board
334 Main Street
Great Barrington, MA 01230

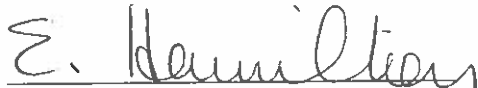
Re: Authorization for Special Permit and Site Plan Approval Application by Meed Cannabis
LLC

To Whom It May Concern,

The undersigned, HAMFAS, LLC (the "Owner"), is the owner of record of the real property located at 964 Main Street, Parcel B, Great Barrington, MA, 01230 (the "Property").

The Owner certifies that Meed Cannabis LLC, which has entered into a Purchase Option Agreement with the Owner to purchase the Property, is hereby authorized to apply for a Special Permit from the Selectboard and Site Plan Approval from the Planning Board to use the Property as a Marijuana Establishment.

HAMFAS, LLC


By: Elizabeth Hamilton, Manager

PROPERTY PURCHASE OPTION AGREEMENT

PURCHASE OPTION

This Purchase Option ("Option Agreement" or "Agreement") is made as of this 5th day of August, 2021 (the "Effective Date") between **HAMFAS LLC, Elizabeth Hamilton Manager**, a Massachusetts limited liability company ("Seller") and **Meed Cannabis LLC** with rights to assign this contract as set forth hereinbelow ("Purchaser").

In consideration of the Option Payment (as hereinafter defined) to be paid by Purchaser to Seller herewith, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Option.** Seller hereby grants to Purchaser, on the terms and conditions set forth in this Agreement, an option (the "Option") to purchase the properties referred to as 964 Main Street "Parcel B", Great Barrington, MA 01230, located in Berkshire County, MA consisting of approximately 7,500 square feet in Exhibit A attached hereto and incorporated herein by reference; together with all easements, all improvements thereon, all rights and appurtenances thereto, and all Seller's right, title and interest in and to ingress from and egress to public thoroughfares (collectively the "Real Property" or the "Property").

2. **Option Period.** The Purchaser shall exercise its Option on or before August 15 2022 ("Option Period"). Purchaser shall provide Seller written notice that it is exercising Option on or before July 15, 2022 with a Purchase Down Payment in the amount of \$25,000.00 to be applied to the Purchase Price as set forth in Exhibit B. The Option Period shall begin on August 15, 2021 and end on August 14, 2022.

3. **Option Payment.** Upon execution of this Agreement, Purchase shall pay Seller \$8,000.00 for the option payment due for the period August 15, 2021 to September 14, 2021 and September 15, 2021 to October 14, 2021 and thereafter on the fifteenth of each month during the option period \$4,000.00 for a maximum total of \$48,000.00. Upon exercise of the option granted herein, no further option payment shall be required. At any time prior to exercise of the Option, Purchaser may terminate the Option upon written notice to Seller whereby all rights and obligations of Purchaser shall terminate forthwith, including but not limited to any monthly Option Payments..

4. **Purchaser's Credit If Option Exercised.** If Purchaser exercises its option as set forth herein then at closing as set forth in Exhibit B, Purchaser shall get a credit equal to 75% of the Option Payment(s) made. (By way of example and not limitation, Purchaser shall receive a credit at closing of \$3,000.00 for each month the Option Payment was made. If Purchaser has paid \$48,000.00 in Option Payments then Purchaser shall receive a credit of \$36,000.00 at closing of the purchase of the Property).

5. **Seller's Agreement to Cooperate:** During Option Period, Seller shall cooperate with Purchaser at Purchaser's cost and expense, with both Purchaser's due diligence and Purchaser's obtaining all state and local agreements, licenses permits, variances and other approvals required to use the Property as a Marijuana Establishment as defined under and in compliance with the Massachusetts State Laws. In addition, within ten (10) days of execution of this Option Agreement Seller shall provide Purchaser with any and/or all of the following in its possession:

- (a) Appraisals;

DS
EH

- (b) Environmental Reports;
- (c) Engineering Reports;
- (d) Structural Reports (including but not limited to roof and basement);
- (e) Mechanical Reports;
- (f) Traffic Reports;
- (g) Wetlands (including but not limited to soil, drainage and foundation) Reports; and
- (h) Any and all other studies, notices or information pertaining to the condition or status of the Property.

6. **Purchase Price and Contract Terms of Sale of Property.** Purchase price and contract terms for the sale of the Property are as set forth in Exhibit B and incorporated herein.

7. **Right of Entry.** At reasonable times and a reasonable number of times, either: (a) during the Option Period; or (b) upon payment of the Down Payment and provided it is prior to this Agreement being terminated (collectively the "Inspection Period"), Purchaser, its agents, employees, prospective tenants, contractors and representatives, shall be granted access to enter upon the Property for the purposes inspection and measurements ("Inspection"). Purchaser shall indemnify and hold harmless Seller, its members, managers, officers, and affiliates (the "Indemnified Parties") from and against all claims, damages, liabilities and expenses of any kind or nature whatsoever, including, without limitation, costs of investigation and reasonable attorney's fees, disbursements, expenses and court costs suffered, incurred or sustained by the Indemnified Parties as a result of, by reason of, or in connection with and to the extent of any of Purchaser's Inspection or actions or in actions of Purchaser or its contractors, agents or invitees during its Inspection. All studies, data, reports, analyses, investigations, examinations, tests, inspections or writings of or with respect to the Property obtained by or on behalf of or at the instance of Purchaser (collectively, the "Purchaser Due Diligence Documents") shall be deemed confidential information.

Purchaser shall exercise its Inspection Period by prior telephonic or e-mail notice but no less than twenty-four (24) hours advanced notice to Seller or Seller's agent.

8. **Closing Date.** The closing ("Closing") for the delivery of the Deed and other instruments contemplated by this Agreement, including the payment of the purchase price in accordance with the provisions of this Agreement shall occur within ninety (90) days from exercise of this Option to Purchase set forth herein. The Closing shall be held at a time and place in Great Barrington, MA, mutually agreed upon by the parties through escrow during working hours. Seller shall pay all taxes and assessments, if any, due as of the date of Closing, and there shall be a proration as of the date of Closing of any taxes and assessments not yet due and payable. Seller shall be responsible for the costs of deed preparation and transfer taxes. All other costs shall be paid by pursuant to customary practices in the area the Property is located except the parties shall split the escrow costs, if any.

9. **Possession.** Seller shall deliver exclusive possession of the Property to Purchaser on the date of Closing.

10. **Notices.** All notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered to that party's address as set forth below or via e-mail or as they may otherwise specify by written notice delivered in accordance with this Section:

If to Purchaser: Meed Cannabis LLC and/or assigns
c/o Roy Moussaieff
77-25 164th 1st Floor
Fresh Meadows NY 11366
Att: Meed Cannabis LLC
ezlightinfo@aol.com

With a copy to: Bennett D. Krasner, Esq.
25 Looking Glass Road
P.O. Box 778
Hunter, NY 12442
bkrasner@bdklaw.net

If to Seller: HAMFAS LLC
c/o Elizabeth Hamilton, Manager
964 Main Street
Great Barrington, MA 01230
Email: hamilton.elizabeth98@gmail.com

With a copy to: Ethan S. Klepetar, Esq.
Hellman Shearn & Arienti LLP
342 Main Street
Great Barrington, MA 01230
eklepetar@hellmanshearn.com

11. **Brokerage.** Seller has been represented by Berkshire Property Agents ("Broker") with respect to the sale of the Property and will hold Purchaser harmless from any commission claimed to be due by Broker or any realtor or broker with whom Seller has dealt or contracted for a commission. Purchaser covenants that it has not dealt with any broker or agent in connection with the purchase of the Property except Berkshire Property Agents who's commission shall be paid by Seller and will hold Seller harmless from any commission claimed to be due by any other realtor or broker alleging such representation with respect to Purchaser's purchase of the Property.

12. **Seller's Representations.** Seller represents the following to the best of its actual knowledge:

- (a) There are no pending proceedings for the taking of all or any portion of the Property by condemnation or eminent domain, and to the best of Seller's knowledge, no such proceeding is about to be commenced or threatened.

- (b) Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended. Seller shall deliver FIRPTA affidavit and all other affidavits reasonably required by Seller or Seller's title company.
- (c) There is no pending claim, lawsuit, proceeding or other legal, quasi-legal or administrative challenge concerning the Property or the operation thereof or any condition thereon, and no such claim, lawsuit, proceeding or challenge is threatened by any person or entity.
- (d) Seller has full power and authority to execute this Agreement.
- (e) Further, while this Agreement is in effect, Seller will not enter into any leases or contracts related to the Property without first obtaining Purchaser's prior approval, which will not be unreasonably withheld or delayed.

13. Title & Survey; Environmental; Condemnation; Subdivision.

- (a) Notwithstanding anything herein to the contrary, if after Purchaser exercises its Option to Purchaser, it determines, acting reasonably, that any matter of title or survey materially and adversely affects the Property, Purchaser may (i) terminate the Option by written notice to Seller, and neither party will have any further obligation hereunder except for Purchaser's continuing obligations and the Purchaser shall receive a partial refund of the Option Payment equal to ½ the Option Payment.
- (b) Notwithstanding anything herein to the contrary, if after Purchaser exercises its Option to Purchaser, it determines, acting reasonably, after undertaking due inquiry, that there are hazardous wastes or other condition not acceptable to Purchaser, the Purchaser may terminate the Option by written notice to Seller, and neither party will have any further obligation hereunder except Purchaser shall receive a partial refund of the Option Payment equal to ½ the Option Payment.
- (c) If condemnation proceedings are commenced upon the Property prior to the Closing, Purchaser will have the option to elect, within ten (10) days after receipt of notice thereof, to terminate the Option by written notice to Seller and receive a full refund of the Option Payment and the Deposit. If Purchaser fails to so terminate the Option, this right of termination will be deemed waived.

Notwithstanding anything to the contrary contained herein, Purchaser shall only be entitled to collect on 11 (a) or (b) but not both.

14. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between Seller and Purchaser and no change in this Agreement may be made except by an agreement in writing signed by the party against whom enforcement of any change is sought.

- (b) This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, personal representatives, successors and assigns.
- (c) This Agreement shall be construed without reference to the titles of the various paragraphs, which are inserted for convenience of reference only.
- (d) The covenants, agreements, representations, warranties and obligations of the parties in this Agreement shall not survive the Closing, except as otherwise specifically provided herein.
- (e) Whenever used in this Agreement, the singular shall be deemed to include the plural, and vice versa, and the use of any gender shall be deemed to include all others.
- (f) Purchaser agrees to cooperate with Seller if Seller elects to carry out a 1031 exchange, at no cost to Purchaser.
- (g) Purchaser may assign this Agreement to a party that is related to the Purchaser, upon notice to Seller and upon any such assignment and notice to Seller the assignee shall have all of the rights, remedies, and obligations as if it were the Purchaser named hereunder. From and after any such assignment, the term "Purchaser" shall refer to such assignee and Meed Cannabis LLC shall no longer have any liabilities and/or obligations pursuant to this Agreement.
- (h) Captions; Construction; Entire Agreement. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part of this Agreement. No provisions of this Agreement shall be construed by any court or other judicial authority against any party by reason of that party's being deemed to have drafted or structured the provisions. This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution of this Agreement and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- (i) This Agreement may be executed by the parties in separate counterparts, each of which shall be deemed an original, but all of the counterparts taken together shall constitute one and the same Agreement. This Agreement may be executed by facsimile signature or electronic signature and any such facsimile signature or electronic signature shall be deemed an original for all purposes.

- (j) This Agreement shall be construed, and the rights and obligations of Seller and Purchaser shall be determined, in accordance with the laws of the State of Massachusetts.
- (k) Notwithstanding anything to the contrary contained herein, should Purchaser fail to make the Option Payment after thirty (30) days notice to cure then this Agreement shall be deemed terminated, null and void and of no further force or effect.

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

Signed and acknowledged in the presence of:

Seller: **HAMFAS LLC, LLC**, a MA limited liability company:

By:

DocuSigned by:


Name: Elizabeth Hamilton

Its: Manager

Purchaser: Meed Cannabis LLC

By:



Name: Roy Moussaieff, Managing Member

EXHIBIT "A"

EXHIBIT B
PURCHASE PRICE AND CONTRACT TERMS

SECTION 1. DESCRIPTION OF PROPERTY; AGREEMENT OF PURCHASE AND SALE.

1.1 Purchase and Sale; Property. Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and pay for, on the terms contained in this Agreement, (i) certain real property located at 964 Main Street, Parcel B, Great Barrington, MA 01230 (the "Land"), together with all buildings and other improvements and fixtures on the Land which include a 7,500 square foot warehouse structure and all available parking (the "Improvements") (the Land and the Improvements, collectively, the "Real Property"), (ii) all supplies, plans and specifications, surveys, studies and drawings related to the Real Property, all transferable permits and licenses, all warranties and guarantees, equipment and all other tangible and intangible personal property, if any, owned by Seller and located on or used in connection with the Real Property (collectively, the "Personal Property"), (iii) with possession to be vacant and broom clean, and (iv) any and all other appurtenant rights, privileges and interests in any way related to, or used in connection with, the Real Property or the Personal Property. The term "Property" shall mean all the property described in the immediately preceding sentence.

1.2 As is Where is. The Property is hereby sold "as is" "where is" with no representations or warranties except that Seller shall deliver good and marketable title and insurable title and as otherwise set forth herein, provided further that at the Closing Seller shall deliver the Real Property in broom clean condition, clear of all debris.

SECTION 2. PURCHASE PRICE. The total purchase price for the Property shall be \$750,000.00 (the "Purchase Price"), payable at Closing less twenty-five thousand dollars (\$25,000.00) Down Payment and less 75% of the Option Payments made as set forth in the Purchase Option Agreement. (By way of example and not limitation, Purchaser shall receive a credit at closing of \$3,000.00 for each month the Option Payment was made. If Purchaser has paid \$48,000.00 in Option Payments, then Purchaser shall receive a credit of \$36,000.00 at closing of the purchase of the Property). The Purchase Price shall also be subject to the allocations and adjustments set forth herein. The purchase price shall be paid in full by Purchaser at the time of Closing by wire transfer of immediately available funds to Seller's account.

SECTION 3. Mortgage and/or Monetary Liens. Any mortgage or other monetary liens on the Property other than real estate taxes not yet due and payable ("Monetary Liens") are to be discharged and paid by Seller at the time of Closing. At the Closing, and as a condition to Purchaser's obligations under this Agreement, Purchaser's title company shall deliver to Purchaser at Purchaser's expense a policy of title insurance in accordance with the commitment for title insurance approved by Purchaser (the "Title Policy"). Purchaser shall provide a title report as soon as it is available but in no event more than thirty (30) days prior to Closing. Seller shall provide a reasonable affidavit and such other instruments as the Title Company may require to delete the "standard" or "general" exceptions from the Title Policy and issue the Title Policy.

SECTION 4. Intentionally Left Blank.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

5.1 Seller's Representations, Warranties and Covenants. Seller represents, warrants and covenants to Purchase the execution and delivery of every document and instrument delivered pursuant to this Agreement by or on behalf of Seller, and the consummation of the transactions contemplated by this Agreement have been duly authorized and validly executed and delivered by Seller, and will not (a) constitute or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (b) constitute or result in a violation of any order, decree or injunction with respect to which Seller and/or the Property is bound; (c) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and/or (d) violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

SECTION 6. CLOSING AND TRANSFER OF TITLE.

6.1 Closing. As defined in the Agreement.

6.2 Seller's Documents; Other Deliveries. At Closing, Seller shall execute and/or deliver to Purchaser the following: (i) a general warranty deed conveying marketable title to the Real Property to Purchaser free, clear, and unencumbered, subject, however, to real estate taxes not yet due and payable and covenants, conditions, restrictions and easements as presently exist; (ii) a Bill of Sale with full warranties of title, conveying the Personal Property to Purchaser; (iii) a certificate, in form satisfactory to Purchaser, which provides that all Seller's representations, warranties and covenants herein, as of the date of Closing, are true and correct; (iv) all consents that may be required from any third person or entity in connection with the sale of the Property; (v) such other documents or instruments (in form reasonably satisfactory to Purchaser's counsel) as may be reasonably required by Purchaser or the Title Company, required by other provisions of this Agreement, or reasonably necessary to effectuate Closing.

6.3 Purchaser's Documents. At Closing, Purchaser shall execute and/or deliver to Seller the following documents: (i) such documents and instruments as Seller or the Title Company shall reasonably request in order to consummate this transaction, or reasonably necessary to effectuate Closing.

6.4 Allocation of Closing Expenses. Seller and Purchaser shall mutually execute and deliver to one another a closing statement setting forth all adjustments and prorations required by or among Purchaser and Seller under this Agreement. All real estate taxes shall be prorated between the parties as provided in Section 8.1. Only these current installments of assessments (special or otherwise) due against the Property as of the date of Closing shall be paid by Seller. Seller shall receive a credit at Closing for any prepaid utilities or deposit(s) made in connection therewith to the extent transferred to Purchaser at Closing. Recording fees attributable to the deed and all title insurance premiums shall be paid by Purchaser. Seller shall pay all transfer taxes due

and all recording fees attributable to the discharge of title encumbrances and/or exceptions. Each party shall be responsible for the fees of its own attorneys, and for any other costs incurred by such party in connection with Closing. Seller and Purchaser shall each pay for one-half (1/2) of any closing charges and/or escrow fees. Seller and Purchaser agree that the closing statement shall also provide for all other customary closing adjustments.

SECTION 7. POSSESSION.

Seller shall deliver possession of the Property to Purchaser at Closing vacant and broom clean.

SECTION 8. PRORATIONS AND EXPENSES.

8.1 Proration of Real Estate Taxes and Assessments. Real estate taxes and assessments shall be prorated on a lien basis as of the date of Closing, based upon the most recent tax bills issued. The parties shall prorate real estate taxes and assessments and adjust the prorations done at Closing when the tax bills for year of the Closing are issued which obligation shall survive the Closing and the delivery of Seller's deed.

8.2 Utility Expenses; Miscellaneous Expenses. Final readings on all gas, water and electric meters shall be made as of the date of Closing, if possible. Seller shall be responsible for all charges for consumption of utilities prior to the date of Closing and Purchaser shall be responsible for utility charges from and after the date of Closing. Any deposits made by Seller with utility companies shall be returned to Seller. The parties will prorate, as of the date of Closing, any other income and expenses related to the Property.

SECTION 9. CONDEMNATION OR CASUALTY.

9.1 Condemnation. If between the date of this Agreement and the date of Closing all or any portion of the Property is taken or is made subject to condemnation, eminent domain or similar governmental or quasi-governmental acquisition proceedings, then the following provisions shall apply. Seller shall notify Purchaser promptly after receipt of notice or knowledge of any proceedings. If the proceedings could reasonably be expected to render any portion of the Real Property untenantable, then Purchaser may cancel this Agreement at any time prior to Closing. If Purchaser shall not elect to terminate, then this Agreement shall remain in full force and effect, and Seller shall be entitled to all monies received or collected prior to the Closing by reason of the condemnation. In that event, this transaction shall close in accordance with the terms and conditions of this Agreement except that there will be an abatement of the Purchase Price equal to the amount of the gross proceeds received by Seller. If, however, Seller has not received any proceeds by reason of such condemnation prior to the Closing and Purchaser does not elect to terminate Purchaser's obligations under this Agreement, then the Closing shall take place without abatement of the Purchase Price, and Seller shall assign and transfer to Purchaser at Closing by written instrument all of Seller's right, title and interest in any condemnation awards.

9.2 Casualty. In the event of substantial loss or damage to the Property, or any portion thereof, prior to the Closing due to fire or other casualty, Purchaser may cancel this Agreement by

written notice to Seller. If Purchaser does not elect to terminate, or if the loss or damage is not "substantial," then this Agreement shall remain in full force and effect and Purchaser shall proceed to close and take the Property as damaged, in which event Purchaser shall be entitled to receive the insurance proceeds. Seller and Purchaser shall each be entitled to participate in the settlement. As used in this Section 9.2, the term "substantial" means any damage to the Property that will cost \$10,000.00 or more to repair or restore.

SECTION 10. Intentionally Left Blank

SECTION 11. DEFAULT.

11.1 Purchaser's Default. If Seller is ready, willing and able to convey the Property in accordance with this Agreement, and Purchaser is obligated under the terms of this Agreement to consummate the transaction evidenced by this Agreement but fails to consummate this Agreement and take title, the parties recognize and agree that the damages Seller will sustain will be substantial, but difficult if not impossible to ascertain. Therefore, the parties agree that, in the event of Purchaser's default, Seller shall be entitled to receive and retain Down Payment and Option Payments. Seller's right to receive and retain the above payments shall constitute the waiver by Seller of all other rights and remedies against Purchaser except for those rights and/or obligations that are expressly stated to survive the termination of this Agreement.

11.2 Seller's Default. If Purchaser is ready, willing and able to acquire the Property in accordance with this Agreement, and Seller is obligated under the terms of this Agreement to consummate this transaction but fails to do so, Purchaser, at its option, may (a) elect to enforce the terms of this Agreement by action for specific performance (in which event Seller waives the defense that Purchaser has an adequate remedy at law) and Purchaser shall be given such title as Seller is able to convey and Purchaser shall take the Property in "as is" condition without any abatement in Purchase Price; or (b) terminate this Agreement by notice to Seller. In the event Purchaser elects to terminate this Agreement, Purchaser shall be entitled to an immediate refund of Deposit, Option Payments and all costs and expenses paid for Due Diligence. Upon any termination under (b) above, the parties shall have no further rights and obligations under this Agreement other than those rights and/or obligations that are expressly stated to survive expiration or termination of this Agreement.

SECURITY PLAN

SECURITY PLAN

General Security Overview

Meed Cannabis LLC (“Meed Cannabis”) will implement policies and procedures to maintain a secure facility and to prevent diversion or other loss of marijuana products in accordance with 935 CMR 500.110 as set out by the Cannabis Control Commission (“Commission”). These policies are intended to protect the general public, employees, visitors, and customers. Meed Cannabis will identify each individual seeking entrance into the marijuana establishment or to whom Marijuana Products are being transported or delivered to ensure that only licensed and permitted marijuana establishment agents and such other individuals permitted by 935 CMR 500.000 are allowed access to the premises and Marijuana Products. These policies will also provide for the proper storage and disposal of marijuana products. Meed Cannabis will ensure that all excess marijuana is disposed of safely and will have in place the necessary storage areas and equipment for proper storage of marijuana, included established limited access areas. This equipment will include but is not limited to locked safes or vaults, keys, alarms, and cameras. In addition to these measures, Meed Cannabis will ensure that all marijuana products are kept out of plain sight of public places outside of the marijuana establishment. Meed Cannabis will also implement policies and procedures for situations following inadvertent diversion or loss of marijuana products. Meed Cannabis will work cohesively with law enforcement authorities and fire services and will share Meed Cannabis’s security plans including any plans to deliver directly to Consumers, policies, and procedures with those authorities.

Access to the Premises

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

Limited Access Areas

Meed Cannabis will designate limited access areas by posting clearly visible signs, no smaller than 12” x 12” and which state: “Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only” in lettering no smaller than one inch in height. After receipt of Final License, limited access areas will only be accessible to specifically authorized personnel limited to include only the minimum number of employees essential for efficient operation. Furthermore, limited access areas will be restricted to employees, agents or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, state and local law enforcement and emergency personnel. All limited access areas will be clearly described by the filing of a diagram of the premises reflecting entrances and exits, including loading areas, walls, partitions, vegetation, flowering, processing, production, retail, storage, and disposal areas.

In the event Meed Cannabis is conducting operations under multiple license types on a single Premise, Meed Cannabis may establish Limited Access Areas for each licensed activity that overlap in shared hallways and access points, provided that operations under each license type are segregated and a Marijuana Establishment Agent has access only to the areas where activities are conducted pursuant to the license under which the Marijuana Establishment Agent is registered. Meed Cannabis will require all employees to wear employee identification badges at all times while inside the marijuana establishment.

Visitor Policy

Following receipt of a final License, all outside vendors, contractors and visitors will be logged in and out, and Meed Cannabis will maintain this log and make it available to the Commission for periodic inspection. Prior to entering a limited access area, vendors, contractors and visitors will obtain a visitor badge and will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area. Visitor badges will be visibly displayed at all times while the visitor is in any limited access area. Meed Cannabis will ensure that all visitor identification badges are collected before visitors leave the premises.

Security and Alarm Requirements

Meed Cannabis will ensure that all outdoor areas of the facility are properly secured against unauthorized access. Measures taken by Meed Cannabis will include clear signage designating the area as a limited access area, commercial-grade locks, security alarms, and video cameras. The security alarm system will be continuously monitored by a third party and will alert employees of Meed Cannabis within five minutes of a system failure (either by telephone, email, or text message). Meed Cannabis will install video cameras at all entrances and exits as well as in any parking lot. Meed Cannabis will ensure that all video surveillance footage is maintained in accordance with 935 CMR 500.110, can produce clear still photos with a date and time stamp embedded in all recordings, and can be stored in a standard format. 24-hour recordings from all video cameras will be made available for immediate viewing by the Commission. Recordings are retained for at least 90 calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission (whichever is longer) and will not be destroyed or altered. Recordings are retained as long as necessary if Meed Cannabis is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. Meed Cannabis will ensure that the security equipment is in good working order and will be inspected and tested at regular intervals, not to exceed 30 calendar days from the last test. On an annual basis, Meed Cannabis will obtain a security audit by a vendor approved by the Commission. The security audit report will be provided to the Commission within 30 days of conducting the audit.

The interior of the establishment shall have video cameras in all areas that contain marijuana and directed at all safes, vaults, and sales areas. All cameras shall be angled as to allow for the capture of clear and certain identification of any person entering or exiting the establishment. Meed Cannabis's facility will be equipped with a perimeter alarm on all building entry and exit points and perimeter windows. A duress, panic or hold up alarm connected directly to local public safety or law enforcement authorities will be installed in the vault and security

surveillance area, at a minimum. Meed Cannabis's security and alarm system will remain operational during a power outage for a minimum of four hours and, if it appears likely that the outage will last for more than four hours, Meed Cannabis will take sufficient steps to ensure security on the premises in consultation with the Commission. Meed Cannabis will demonstrate to the Commission's satisfaction the safeguards that are in place to ensure continuous operation of a security system. All security system equipment and recordings will be maintained in a secure location to prevent theft, loss, destruction and alterations. Access to security system equipment and recordings will be limited to authorized agents requiring access in accordance with their operational responsibilities and those other individuals expressly allowed access pursuant to 935 CMR 500.000.

Waste Disposal

In accordance with Meed Cannabis's waste disposal policies and procedures, all waste will be disposed of in compliance with 935 CMR 500.105(12). Liquid waste containing marijuana or marijuana byproducts will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers. Any Marijuana containing organic material (as defined in 310 CMR 16.02: Definitions) will be ground up and mixed with other organic material (as defined in 310 CMR 16.02: Definitions) at the facility such that the resulting mixture renders any Marijuana unusable for its original purpose. Once such Marijuana has been rendered unusable, the organic material may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.

Solid waste containing marijuana will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located. A minimum of two marijuana establishment agents will be present and properly document the disposal of marijuana waste in accordance with 935 CMR 500.105(12)(d).

Storage and Facility Security

All finished marijuana and marijuana products will be securely stored in a locked safe or vault accessible to a limited number of authorized individuals to prevent diversion, theft, or loss. Meed Cannabis's safes and vaults and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana and marijuana products will be securely locked. Meed Cannabis's vault will be a secure, limited access storage room that is outfitted with adequate security features for the purposes of storing Marijuana or Marijuana Products or cash. The vault will be adequately sized to store inventory that is not being actively handled for purposes of dispensing, packaging, processing or transportation. In accordance with Meed Cannabis's security policies and procedures, the safes, vaults and any other aforementioned areas or equipment will be securely locked using commercial grade equipment

and protected from entry, except for the actual time required to remove or replace marijuana. Meed Cannabis will keep all locks and security equipment in good working order. Keys, if utilized by Meed Cannabis, will be prohibited from being left in locks and stored or placed in an area accessible to persons other than specifically authorized personnel. In addition, Meed Cannabis will maintain a list of individuals with access to keys and a policy for key issuance and lock replacement. Security measures will be strictly limited to specifically authorized marijuana establishment agents including accessibility of combination numbers, passcodes, electronic or biometric security systems.

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

Emergency Policies and Incident Reporting

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

Meed Cannabis will immediately notify law enforcement authorities and the Commission of any security breach including, but not limited to, discovery of discrepancies identified during inventory, diversion or loss of any marijuana product, any criminal action involving or occurring on or in the Marijuana Establishment premises, any loss or unauthorized alteration of records related to marijuana, suspicious actions involving the sale, cultivation, distribution, processing or production of marijuana by any person, unauthorized destruction of marijuana, failure of an alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours, a significant motor vehicle crash that occurs while transporting Marijuana, activation of an alarm system or other event that requires response by public safety personnel or security personnel, or any other breach of security. Notification will be immediate, and in no instances, more than 24 hours after the incident occurs. Meed Cannabis will provide written notice in the form of an incident report to the Commission within ten calendar days of any incident described in 935 CMR 500.110(9)(a). Meed Cannabis will maintain records and documentation of any reportable incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

Cash Handling and Transportation Requirements

If Meed Cannabis enters into a contract to deposit funds with a financial institution that conducts any transaction in cash, Meed Cannabis will establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR

facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers, and the general public. Adequate security measures will include:

1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
3. A written process for securing cash and ensuring transfers of deposits to Meed Cannabis's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities; and
4. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

Notwithstanding the requirement of 935 CMR 500.110(7)(a)(4), Meed Cannabis may request an alternative security provision under 935 CMR 500.110(2) for purposes of cash transportation to financial institutions and DOR facilities. Any approved alternative security provision will be included in the security plan shared with law enforcement in the municipality in which Meed Cannabis is licensed and periodically updated as required under 935 CMR 500.110(1)(q). To be determined to provide a sufficient alternative, any such alternative safeguard shall include, but may not be limited to:

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

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

Counterfeit Currency

In order to detect and mitigate the use of counterfeit currency in transactions related to its operations, Meed Cannabis will consider taking additional measures and precautions, which may include the following:

- Utilizing counterfeit detector pens in instances where cash is being exchanged;
- Conducting additional training for staff regarding identifying common signs of forged or counterfeit currency;
- Ensuring that daily cash counting inventory checks are conducted and logged.

REQUEST FOR ADVISORY OPINION ON PERMIT ACTION AND
RESPONSE FROM THE MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION (MASSDOT)



January 6, 2022

Francisca R. Heming
District Highway Director
Massachusetts Department of Transportation
270 Main Street
Lenox, MA 01240

ATTN: Kevin M. Whalen, District One Permits Engineer

RE: Great Barrington - 964 Main Street
Meed Cannabis Cultivation Facility

Dear Mr. Whalen:

On behalf our client, Meed Cannabis, we hereby request an advisory opinion as to the need to file a new permit application for the change in use of part of the existing site. The property currently contains several existing retail and professional businesses on three separate parcels that share existing access to the state highway and will remain mostly as is.

The proposal is to replace one of the existing businesses that currently occupies a 7,500 square foot warehouse building and reuse the same space for indoor cultivation, processing, and manufacturing spaces as well as related ancillary/support areas. The existing gravel parking area will be slightly enlarged. Total employment of the new operation will remain unchanged from the existing business at 10 employees. No new structures will be added to the site and no work will occur within the state highway layout of Route 7.

The Town of Great Barrington suggested we solicit a written opinion from MassDOT as to the permit status of this proposal for documentation supporting the Special Permit. Please let me know if you have any questions or require additional information.

Sincerely,

1550 Main Street
Suite 400
Springfield, MA
01103
t 413.452.0445
800.286.2469
f 413.846.0497

Stephen J. Savaria, PE, PTOE
Senior Project Manager

www.fando.com

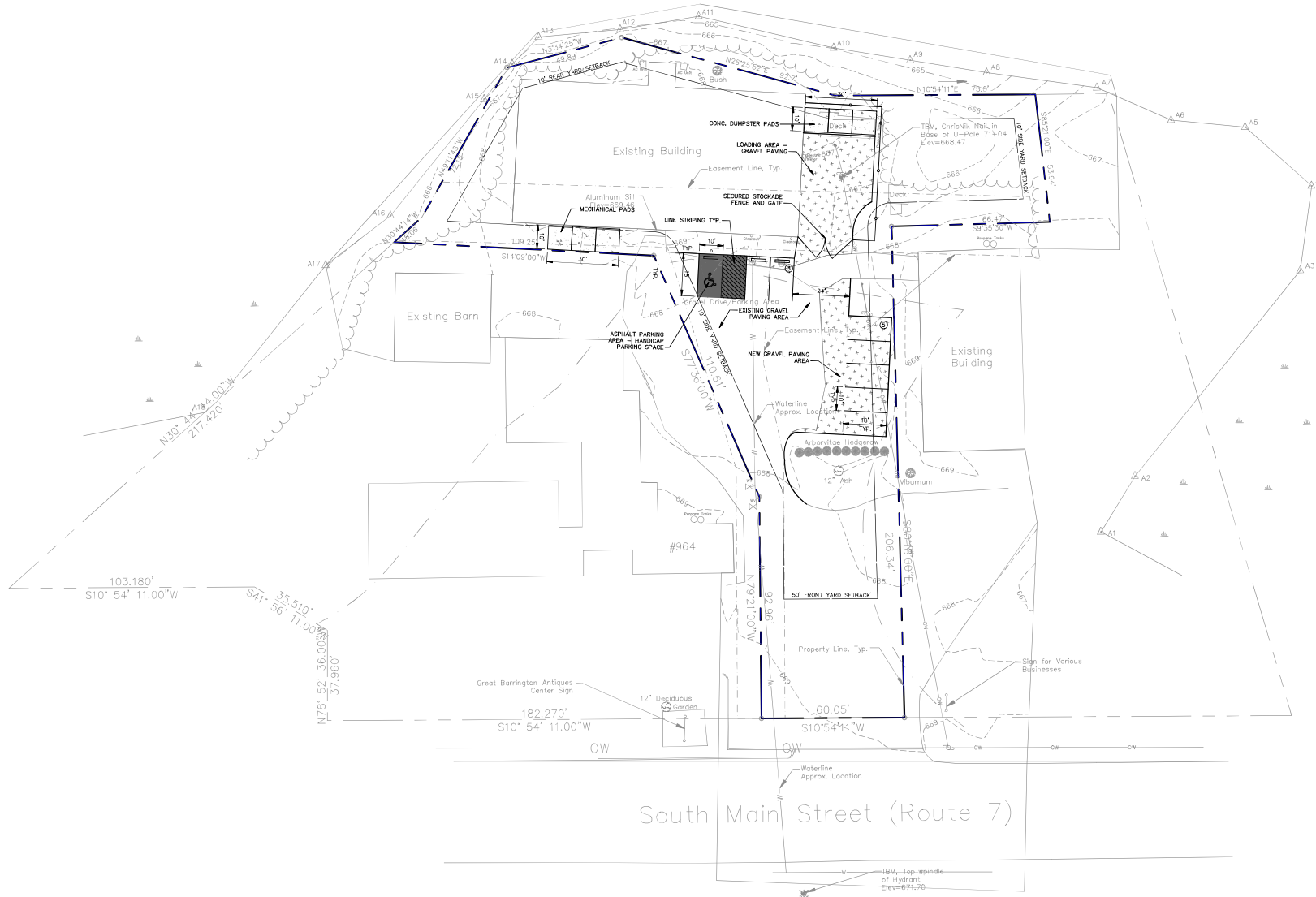
Attachment

California
Connecticut
Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

c: Lindsay Cannavo
Atty David Ullian

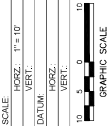
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Selectboard Meeting Packet for April 11, 2022
 Item 6. c. Special Permit Application from Meed Cannabis LLC



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 DWS VIEW: PC3 AUTOCAD PDF (GENERAL DOCUMENTATION) PC3 STBCTB_FO21B LAYER STATE

NO.	DATE	DESCRIPTION	DRAWN BY	REVISION



FUSS & O'NEILL
 1560 MAIN STREET, SUITE 400
 SPRINGFIELD, MA 01103
 www.fuss.com

MEED CANNABIS
 LAYOUT PLAN
 964 MAIN STREET
 MASSACHUSETTS
 GREAT BARRINGTON

PROJ. No. 20210678.A10
 DATE: 12/17/2021

C1.20

From: [Steve Savaria](#)
To: [Whalen, Kevin M. \(DOT\)](#)
Cc: [Gray, Sonja M. \(DOT\)](#)
Subject: RE: [External] RE: Great Barrington - 964 Main Street
Date: Friday, January 7, 2022 2:12:58 PM

Great thanks Kevin

Stephen J. Savaria, PE, PTOE
Senior Project Manager
Fuss & O'Neill, Inc. | 1550 Main Street, Suite 400 | Springfield, MA 01103
413.452.0445 x4434 | ssavaria@fando.com | cell: 413.204.3403
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From: Whalen, Kevin M. (DOT) <kevin.whalen@state.ma.us>
Sent: Friday, January 07, 2022 2:02 PM
To: Steve Savaria <ssavaria@fando.com>
Cc: Gray, Sonja M. (DOT) <sonja.gray@state.ma.us>
Subject: [External] RE: Great Barrington - 964 Main Street

Steve,

A determination of need for an access permit has been reviewed by Massot's personnel and has determined that since no trip generation thresholds will be impacted, and no work will be performed within the State Highway Layout an access permit will not be required.

From: Steve Savaria <ssavaria@fando.com>
Sent: Thursday, January 6, 2022 4:04 PM
To: Whalen, Kevin M. (DOT) <Kevin.Whalen@dot.state.ma.us>
Cc: Lindsay Cannavo <LCannavo@fando.com>; david@vicentesederberg.com
Subject: Great Barrington - 964 Main Street

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Kevin

Attached letter requesting an opinion on permit action for reuse of an existing building for cannabis cultivation on a site with shared access to Route 7. Let me know if you have any questions.

Stephen J. Savaria, PE, PTOE
Senior Project Manager
Fuss & O'Neill, Inc. | 1550 Main Street, Suite 400 | Springfield, MA 01103
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WATER IMPACT MEMO AND RESPONSE FROM WATER
DEPARTMENT SUPERINTENDENT



January 12, 2022

Peter Marks, DPW Superintendent
Town of Great Barrington
17 East Street
Great Barrington, MA 01230

Re: Site Plan Review & Special Permit Approval – Meed Cannabis, LLC
Water Impact Memo
964 Main Street, Great Barrington, Massachusetts
Fuss & O'Neill Reference No. 20210678.A10

Dear Mr. Marks:

Fuss & O'Neill has prepared this Water Impact Memo for the above referenced facility on behalf of Meed Cannabis, LLC (Meed). The purpose of this Impact Statement is to calculate the anticipated water and sewer demand for the proposed project the Town of Great Barrington. The project consists of the renovation of an existing 7,000 square foot metal warehouse building to a cultivation facility. The facility includes cultivation areas and typical ancillary support spaces.

In preliminary coordination with the Great Barrington Planning Board, we would like to provide estimated water usage information pertaining to proposed new use at the property to confirm that your department finds no concern with the water demands at the site.

Water Demand

The water demand for the proposed facility has been calculated based on two demand areas: irrigation demand for the watering of plants in the grow spaces and water use for employees. Additional detail on each of these demand areas is outlined below, along with a summary table of the total water demand for the proposed project.

Irrigation Demand

The proposed irrigation system will be a drip system, which allows for a slow, controlled, precise application of water directly to each plant. The proposed grow will be irrigated in a manner so that each area will be evenly watered across a 12 hour period each day. Therefore, the maximum irrigation demand based on the total growing area is anticipated to be 3,870 GPD. Meed proposes to use a Reverse Osmosis (RO) water treatment system to remove mineral hardness, chlorine

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DPW Superintendent
 April 15, 2021
 Page 2

reduction, and other particulates from the water. RO systems generally require 1.25 gallons of unfiltered water to produce 1 gallon of filtered water (80% reclaim). Table 1 below lists the maximum number of plants that will be grown in the facility at any time broken down by area, pot size, and watering rate.

Table 1 – Maximum Irrigation Demand

Area	Rooms #	Plants Per Room	Pot Size (Gallons)	Maximum Watering Rate per Plant (Gallons)	Irrigation Demand GPD (Gallons Per Day)
Veg Room	1	1,800	.5	0.1	180
Flower Room	1	2,592	1	.75	1,944
Flower Room	2	1,296	1	.75	972
Total (Max daily irrigation water)					3,096
Reverse Osmosis Reject*					774
Average Maximum Daily Demand					3,870

*Irrigation numbers include RO Rejection at a rate of 80% reclaim

Employee Demand

The water demand for employees and customers has been calculated based on design flows outlined in 310 CMR 15.203. “Factory, Industrial Plant, Warehouse or Dry Storage Space without cafeteria” was selected as a comparable use for the cultivation areas of the project, which has a design flow of 15 gallons per day (GPD) per employee. The facility expects to employ a maximum of 10 employees in the cultivation area at one time. This results in a maximum demand of 150 GPD.



DPW Superintendent
April 15, 2021
Page 3

Table 2 – Maximum Daily Water Demand

Use	Building Area	# of employees	Classification Under 310 CMR 15	Demand Rate (GPD) Under 310 CMR 15	Maximum Daily Demand (GPD)
Sanitary Sewer	Manufacturing	10	Factory, Industrial Plan, Warehouse or Dry Storage Space without cafeteria	15 gallons per person	150
Irrigation	See Table 1				3,870
Total Maximum Daily Water Demand*					4,020

*The watering rates used in the above table are based on the maximum anticipated demand for the proposed project and are therefore a conservative assumption from the standpoint of the impact to water use.

Should you require additional information or have any questions, please free to contact me at 860-646-2469 extension 5229 or at lcannavo@fando.com.

Sincerely,

Lindsay Cannavo, PLA
Project Manager

Daniel F. Delany, P.E.
Associate/Office Manager

From: [Lindsay Cannavo](#)
To: [David Ullian](#); [Moshe Arazi](#)
Subject: FW: [External] Re: 964 Main Street Water Demand
Date: Thursday, February 17, 2022 12:06:44 PM

Hi David –

Please see the Water Department response below.

Best –
Lindsay

Lindsay Cannavo, PLA
Senior Business Development Representative
Fuss & O'Neill, Inc. | 146 Hartford Road | Manchester, CT 06040
860.646.2469 x5229 | lcannavo@fando.com | cell: 860.733.5527
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From: Peter Marks <markspeter490@gmail.com>
Sent: Thursday, February 17, 2022 10:38 AM
To: Lindsay Cannavo <LCannavo@fando.com>
Subject: [External] Re: 964 Main Street Water Demand

Hi Lindsay,

After Reviewing the Water Demand letter for Meed Cannabis proposal at 964 Main Street, I'm confident that we can supply the water needs that are projected.

Sincerely,
Pete

On Thu, Feb 17, 2022 at 9:37 AM Lindsay Cannavo <LCannavo@fando.com> wrote:

Hi Peter –

Thank you for speaking with me this morning.
Per our discussion, please see the attached memo requesting an opinion on water demand for the reuse of an existing building for cultivation business as outlined within.

Please let me know if you have any questions.

Thank you.

Best –
Lindsay



Lindsay Cannavo, PLA
Senior Business Development Representative
Fuss & O'Neill, Inc. | 146 Hartford Road | Manchester, CT 06040

860.646.2469 x5229 | lcannavo@fando.com | cell: 860.733.5527
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--

Peter H. Marks
District Superintendent
Great Barrington Fire District Water Department
17 East Street
Great Barrington, MA 01230
P: (413) 528-0133 - F: (413) 528-6061
markspeter490@gmail.com

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ODOR CONTROL MEMO AND FILTRATION SYSTEM DOCUMENTATION



MEMORANDUM

TO: Town of Great Barrington, MA

FROM: Fuss & O'Neill, Inc.

DATE: February 10, 2022

RE: Odor Mitigation System - Operation and Maintenance Plan
Cannabis Cultivation Facility
Meed Cannabis, LLC, Great Barrington, MA

This Long-Term Operation and Maintenance Plan (O&M) is for a Registered Marijuana Cultivator and Transporter, located in Great Barrington, Massachusetts. This O&M has been prepared as a supplement to the Town's Special Use Permit for the Meed facility.

Responsible Party:

Roy Moussaieff, Owner, & Moshe Arazi, Owner
Meed Cannabis, LLC (Meed)
964 Main Street,
Great Barrington, MA 01230

It will be the responsibility of Meed to comply with this Long-Term Operation and Maintenance Plan. The owner is responsible for all financing, maintenance, and emergency repairs. Should the property or any portion of the property be transferred to another owner, that new owner will be notified of the presence of this Long-Term Operation and Maintenance Plan and be held responsible for the implementation of this plan and financing as it pertains to their property.

Attached are equipment cut sheets, performance data, maintenance protocol and equipment details for Meed's odor mitigation system:

Odor Mitigation System(s):

Attached is the proposed architectural odor control plan layout, as well as performance specifications for the facility showing the location and type of filtration used throughout the building.

Byers Scientific Filtration System is an odor filtration unit that treats the indoor air and odor within the facility. The systems are designed to be operational all year are currently being used in similar cannabis production facilities nationwide.

F:\P2021\0678\A10\Permitting\Odor\Odor Mitigation Memo.Docx

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Town of Great Barrington

February 10, 2022

Page 2

Odor Mitigation Strategy:

The MT-6 Byers Scientific Molecular Filtration system combines activated carbon filtration with electrostatic precipitation technology and Merv-9 particulate pre-filters for the removal of odors as well as bacteria, viruses, spores, and other bioaerosols from the air. The facility HVAC system is designed to create negative pressure throughout the building to eliminate the potential for fugitive odors from process and non-process spaces at all times. The units are sized based on the facility size and characteristics.

In addition, Power Aire Inc. Air Curtains will be installed at the overhead door for an added layer of odor mitigation. This air curtain in this facility works by preventing the air flow between the interior and exterior spaces. The air curtain uses a fan to force a curtain of air in a downward direction to create an invisible barrier to keep air particles and contaminants from freely moving between areas.

Service Considerations:

Local service technicians are trained to service the equipment and to perform repairs if required. They are able to train facility staff on basic service measures and dispatch technical assistance within 24/48 hours if the facility requires immediate service.

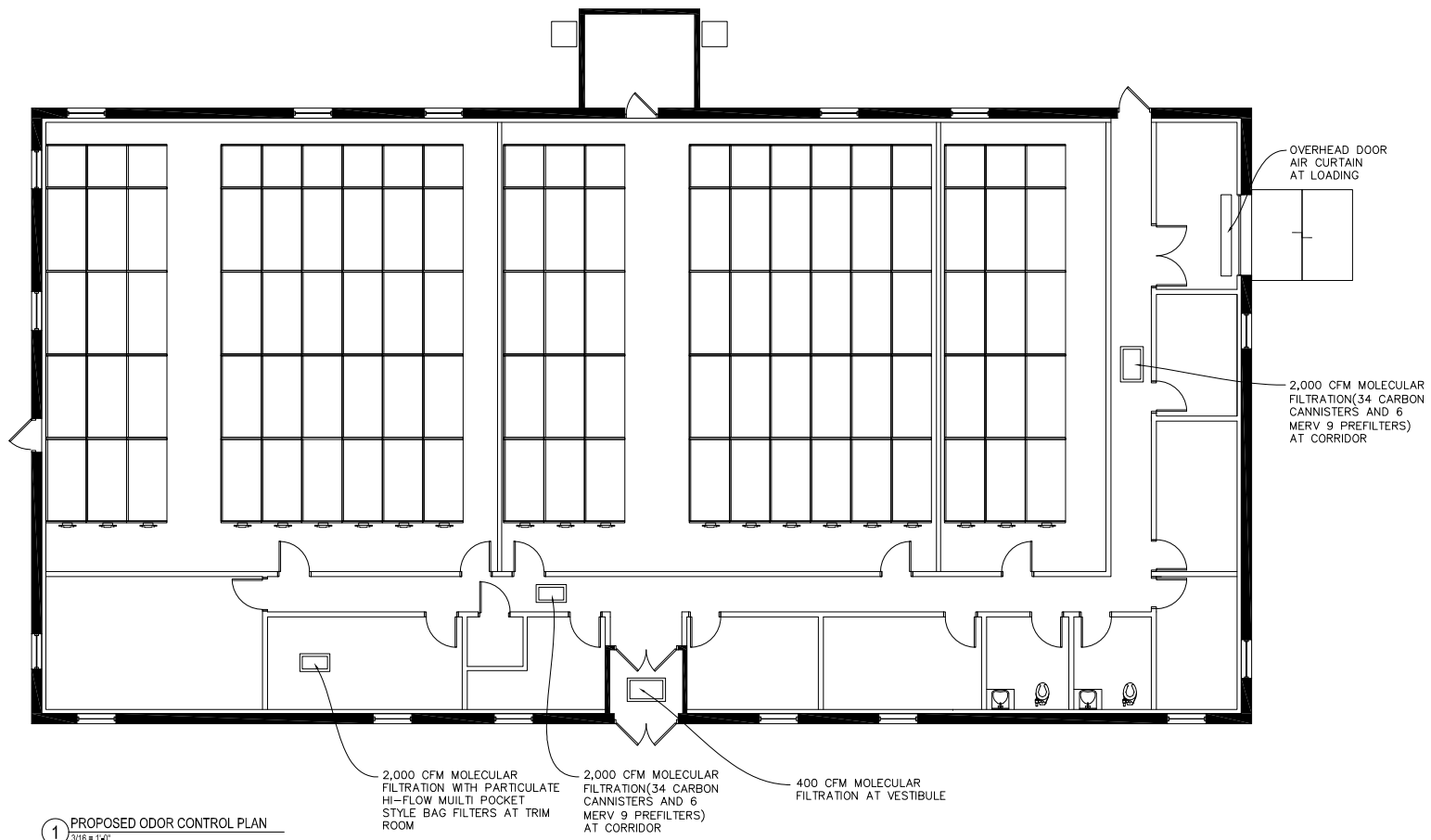
Basic maintenance:

With the use of the electrostatic filtration stage and the pre-filter, the usable life of the carbon filters is extended within the odor control unit. The unit is equipped with a sensor indicating when the filters need to be replaced, however, it is recommended that the end-user proactively determines it may be necessary to exchange filters earlier than the prescribed maintenance period based on observation of the filter's performance. Please see Operation and Maintenance considerations attached to this document.

Record Keeping

The owner is responsible for maintaining accurate maintenance logs for all maintenance and inspections. The logs shall be kept on-site and provided to the AHJ (Authority Having Jurisdiction) upon request. The log will include date and description of all maintenance and repairs performed on the odor mitigation system. Meed will work with the local AHJ with any questions that may arise over their course of operation.

Selectboard Meeting Packet for April 11, 2022
 Item 6. c. Special Permit Application from Meed Cannabis LLC



1 PROPOSED ODOR CONTROL PLAN
 3/16" = 1'-0"

EXISTING FLOOR PLAN

PROJECT ADDRESS:
 5 MAIN STREET
 GREAT BARRINGTON,
 MA 01230

Conner Design
 architecture interiors visualization
 39 Norman Street, Suite #301
 Salem, MA 01970
 617.241.8300
 617.241.8303 fax

Project No: 2145
 Issue Date: 29 November, 2021

Revisions:		
No	Date	Description

ODOR CONTROL PLAN

SCALE: 3/16" = 1'-0"



MT-6™ Molecular Filtration System

Molecular Filtration technology (aka Carbon Scrubbing) is one of the most environmentally friendly and sustainable ways to efficiently trap and sequester fugitive gases and their associated odors by harnessing the power of activated carbon. The Byers MT-6™ Molecular Filtration system is the refinement of activated carbon technology married with state-of-the-art pre-filtration to prolong the life of the carbon and effectively trap odorous gases.

KEY FEATURES

Frame constructed from durable extruded aluminum with Alupalite wall and door panels

Optional ASPRA® Electrostatic Precipitation and Filtration Stage for removal of fine dust, bacteria, viruses, spores, allergens and other bioaerosols

Weight: ~960 lbs. fully loaded
~1,200 lbs. fully loaded with ASPRA® Stage

Dimensions: 39.0" H x 69.6" L x 54.0" W
39.0" H x 97.5" L x 54.0" W with ASPRA® Stage

Installable in vertical or horizontal orientations to include rack mounted with casters or truss-suspended

Pressure-switch armed access doors for safety

Standard Color: Silver Alupalite panels, white available by request

UL listed Electric Control Panel: all units are 480V 3-phase and draw approximately ~2.5 amps w/o ASPRA® and ~2.8 amps w/ASPRA® at 60 Hz

Fan: Ziehl-Abegg Cpro EC Blue; 6,000 CFM at 2.00 inH₂O

Decibel Reading @ max output: 55 dB at 5 feet

Carbon: 24" cylinders filled with either coconut shell-based activated carbon, coal-based activated carbon or impregnated activated carbon

Pre-filter: Camfil 30/30 Dual 9, proprietary dual-layer media with moisture resistant frame; optional multi-pocket high efficiency bag filter for bucking/processing applications

Bolt-on Cloud-based SCADA™ (IoT): Innovative technology allows users to remotely monitor and control on-site equipment and systems

Carbon cylinder testable for remaining-life to ASTM D5742 - Butane Activity of Activated Carbon

What is ASPRA®

The ASPRA products remove hazardous and polluting substances of all types and sizes PM10, PM2.5, PM1, PM0.1 (ultra-fine dust and nano-particles), such as fine dust, soot, bacteria, viruses, allergens (e.g. pollen) and other aerosols.

Viruses, bacteria and fungi are biological particles. Inside the device, these particles are passed through an electric field, where most of them are killed or deactivated. Subsequently, the viruses, bacteria, other pathogens and other aerosols (pollutants and virus carriers) such as particulate matter are captured in the open structure static collector (the filter) and permanently removed from the air.

As a result of the ASPRA, the air is effectively purified from aerosols with a very high air purification efficiency

(E12 to H13/HEPA classification according to NEN-EN 1822 standard and DIN EN ISO 29463-5:2019), without using the conventional HEPA filter. As a result, the ASPRA has 80% less pressure drop/resistance than conventional filters, and therefore substantial energy savings compared to classic filters.

When combining the ASPRA with proper activated carbon filter, gases and chemicals such as odors and vapors are also removed from the air. As a result, chronic diseases, infection outbreaks and odor nuisance can be reduced or prevented, among other things.



ASPRA® Air purifiers remove:



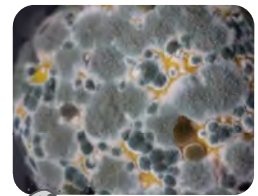
 **VIRUSES**



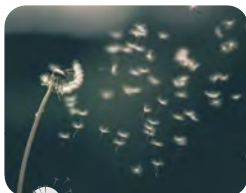
 **BACTERIA**



 **PARTICULATE MATTER**



 **FUNGI**



 **POLLEN**



 **WOOD SMOKE**



 **GASES***



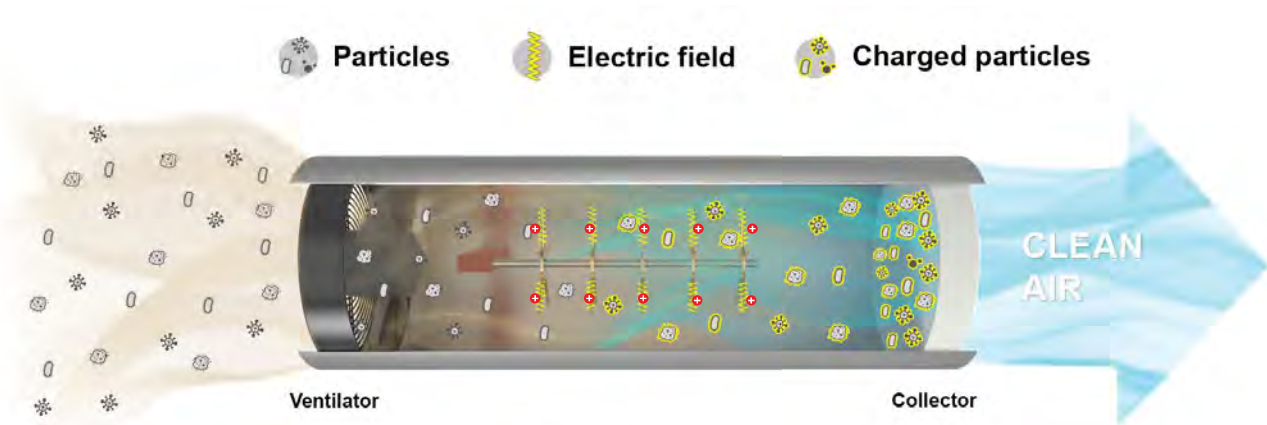
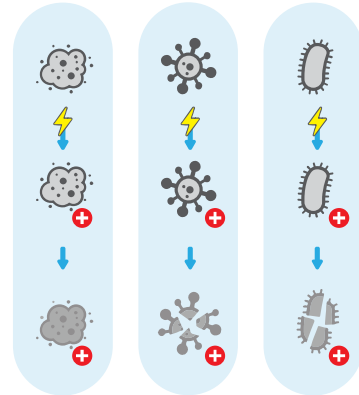
 **ODOURS***

* Optioneel

How does ASPRA[®] air purification work?

ASPRA air purifiers use the patented ASPRA Technology of VFA[®] Solutions :

- Polluted air is pulled into the air purifier
- The particles in the air are electrically charged through a controlled electric field (viruses, bacteria, fungi, particulate matter, pollen, etc.)
- Biological particles, such as viruses, are killed or deactivated directly in the device
- The Particles, pathogen residues and aerosols are collected on a special collector (particle filter) inside the device
- Clean, purified air leaves the device



SCIENTIFICALLY TESTED AND CERTIFIED



ASPRA[®] is a patented air purification technology

ASPRA® Lite

Particle, gas and odour filtration



Product description

The ASPRA Lite permanently removes viruses, bacteria, harmful dust, fine dust, pollen and fungi from the air in the room. This allows you to breathe in clean and healthy air. Thanks to the standard integrated VFA Activated Carbon Filter, the air purifier also removes gases and odors from the air.

The air purifier offers essential air purification and provides two settings: on and off. When the air purifier is on, it will offer optimal air purification in the highest capacity (400 m³/h).

The ASPRA Lite is specifically designed for air purification in hospitals, waiting areas, isolation rooms, hallways and care homes. Suitable for spaces smaller than 200 m³.

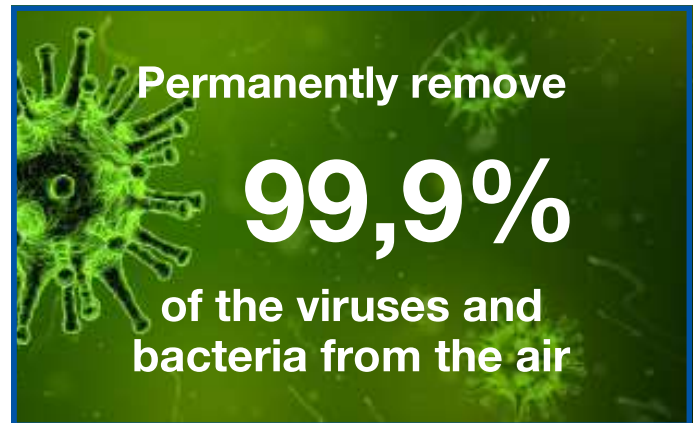
What will be removed from the air?

Fine dust Viruses Bacteria Fungi Smells Gases



Benefits

- Kills and captures viruses
- Equal to HEPA purification
- Purifies the whole room
- Healthy clean indoor air
- No risk of fungal growth and mold like in textile/ paper filters
- Silent
- Mobile air purification (plug-and-play)
- More effective for particulate matter than F or G filters
- Low energy usage and cost effective in use



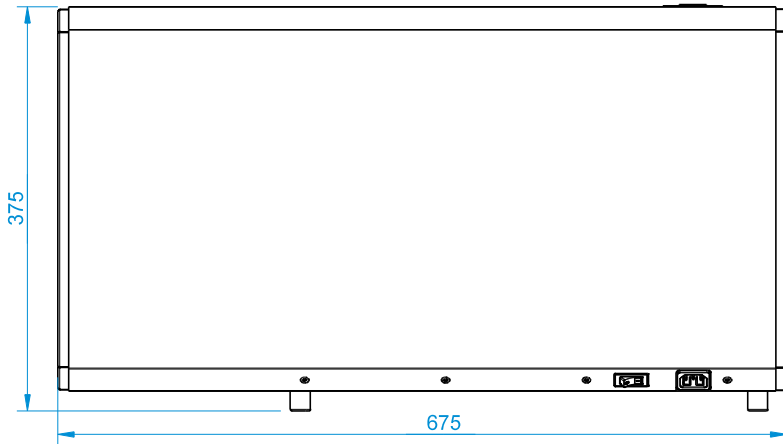
Product details

Order code	VFA-010103
Settings	On / Off
Capacity	400 m³/h
Power	<20 W
Sound	<39 dB(A)
Efficiency	99,9 %
Size	675 x 290 x 375 mm
Weight	16 kg
Materials	Galvanised steel
Standard collectors	Collector, Active Carbon Filter
Air cleaning technology	ASPRA, Active Carbon Filter
Power input	~230 V/ 50 - 60 Hz
Colours	White (RAL 9016)
Installation	Standing, floor placement or mounted to wall
Included	Collector, Active Carbon Filter
Regulation	Manual

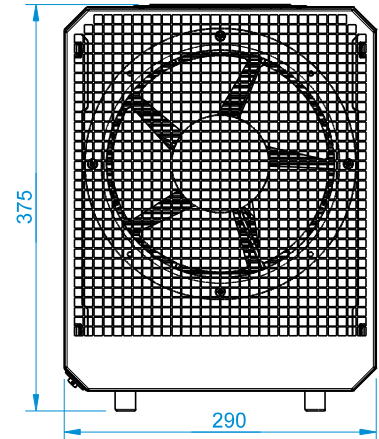
Collectors and Filters	Order code
Collector ASPRA Lite	C S400 EF110
VFA Active Carbon Filter ASPRA Lite	ACF S400
Wall mounting bracket ASPRA Lite	VFA10027
Floor stand ASPRA Lite	VFA10063
Cleaning brush ASPRA Lite	VFA10046

Product sizes [mm]

Side view



Front view



Product differences ASPRA S400 category

	ASPRA Lite	ASPRA Aura	ASPRA Aura Smart
Particle purification (99%)	✓	✓	✓
Gas and odour purification	✓	✓	✓
Settings	On / Off 0 or 400 m³/hour	Stepless from 0-400 m³/hour	Auto, Turbo (400 m³/hour), Sense (only sensor), Silent, Custom
Automatic air purification	✗	✗	✓
Air quality sensor	✗	✗	✓ PM2.5
Filter replacement notification	✗	✗	✓ Based on own use
Manage online	✗	✗	✓
View data online	✗	✗	✓
Real-time air quality display on device	✗	✗	✓
Service alert	✗	✗	✓
App available	✗	✗	✓

ASPRA® is tested and certified by:





ASPRA® Aura Smart (S400)

Particle, gas and odour purification



Permanently remove
99,9%
of the viruses and
bacteria from the air

Product description

The ASPRA Aura Smart is a 3-in-1 system:

- Automatic air cleaning tailored to the air quality in space
- Separate air quality sensor for particulate matter (PM2.5)
- Air quality guardian

The ASPRA Aura Smart air purifier controls itself based on the air pollution in the room (PM2.5). This way you always enjoy optimal air quality and you breathe clean air. There is an Auto, Turbo,

Sleep, Sense (sensor only) and a Custom mode available. An IAQ LED indicates the air quality on the air purifier. The air cleaner will notify you when the filters need to be replaced. Filters are therefore never replaced too soon or too late.

The air quality can be monitored by connecting the ASPRA Aura Smart to the WiFi network. Online you can view the data, view all your air purifiers and sensors and control the air purifier remotely. Suitable for rooms smaller than 200 m³.

What will be removed from the air?

Fine dust Viruses Bacteria Fungi Smells Gases



Benefits

- Kills viruses in the device
- Captures air pollution in the device
- Equal to HEPA purification
- Purifies the entire room
- Integrated air quality sensor
- Automatic air quality controlled air purification
- Monitor sensor data online
- Air purifier can be controlled online
- API available for own visualization
- Silent operation
- Mobile air purification (plug-and-play)
- More effective for PM than F or G filters
- Low energy consumption

Product details

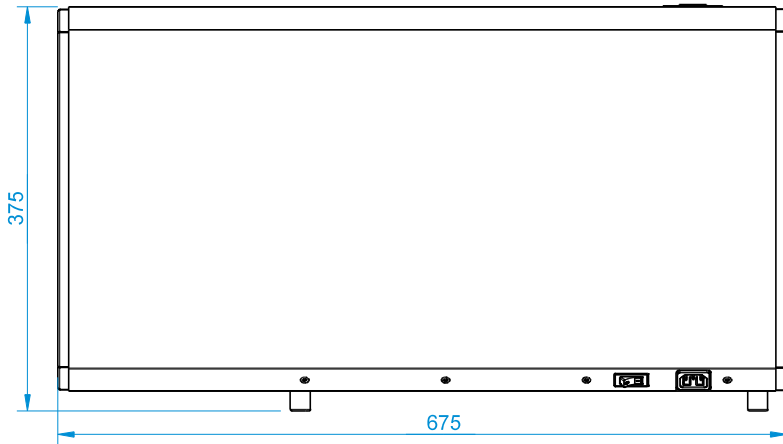
Order code	VFA-010101
Settings	Auto, sleep, custom, turbo, sense
Capacity	400 m ³ /h
Power	<20 W
Sound	<39 dB(A)
Efficiency	99,9 %
Size	675 x 290 x 375 mm
Weight	16 kg
Materials	Galvanised steel
Standard collectors	Collector, Active Carbon Filter
Air cleaning technology	ASPRA, Active Carbon
Power input	~230 V/ 50 - 60 Hz available for ~110 V
Colour	White (RAL9016)
Installation	Standing, on floor or mounted to wall
Included	Collector, Active Carbon Filter
Regulation	Decentral and via App, manual and/or automatically
Collectors and Filters	Order code
Collector Aura	C S400 EF110
VFA Active Carbon Filter Aura	ACF S400
Wall mounting bracket	VFA10027
Floor stand	VFA10063
Cleaning brush	VFA10046



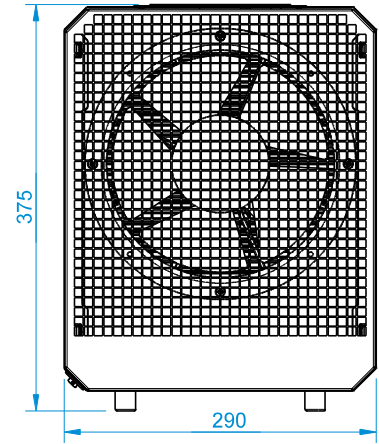
VFA®-Solutions
clean air everywhere

Product sizes [mm]

Side view



Front view



Product differences ASPRA S400 category

	ASPRA Lite	ASPRA Aura	ASPRA Aura Smart
Particle purification (99%)	✓	✓	✓
Gas and odour purification	✓	✓	✓
Settings	On / Off 0 or 400 m ³ /hour	Stepless from 0-400 m ³ /hour	Auto, Turbo (400 m ³ /hour), Sense (only sensor), Silent, Custom
Automatic air purification	✗	✗	✓
Air quality sensor	✗	✗	✓ PM2.5
Filter replacement notification	✗	✗	✓ Based on own use
Manage online	✗	✗	✓
View data online	✗	✗	✓
Real-time air quality display on device	✗	✗	✓
Service alert	✗	✗	✓
App available	✗	✗	✓

ASPRA® is tested and certified by:





Scan for complete model information and downloads

BCT

BCT



IMPORTANT NOTE:

For optimum use for both climate control and insect control the air curtain should be installed on the inside of the door opening. If the application is strictly for insect control, the unit may be installed on the exterior of the opening.

OPTIONS

FILTER

½" Cleanable

OUTDOOR USE

Can be ETL Listed for outdoor use if specified



AT A GLANCE

Single Incremental Widths

3' to 12'

Max Installation Height

10'

Heavy Duty Motors

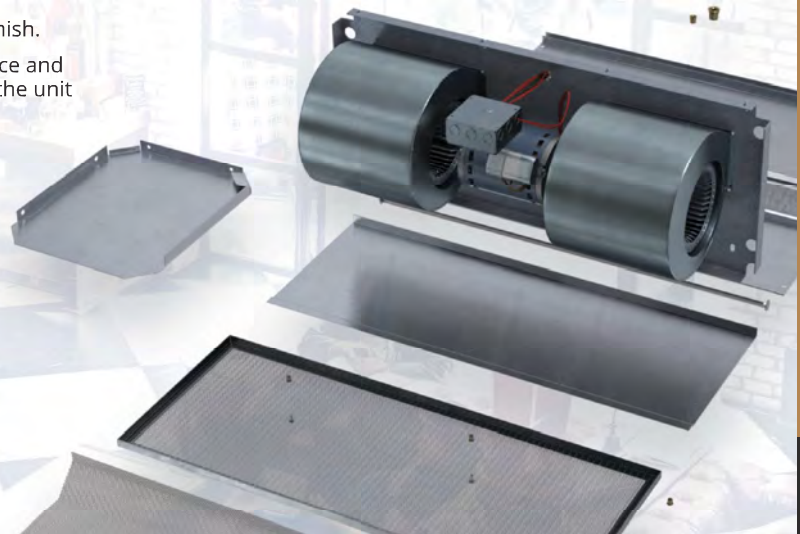
¾ HP

KEY DESIGN FEATURES

- 18 gauge 304 stainless steel in a number three finish.
- Heavy duty ¾ HP motors, 1630 rpm each. 50/60 cycle. Unit is single speed.
- Galvanized fans.
- Air intake screen is perforated stainless steel with mill grain finish.
- The motor/blower plate comes out of the unit as an entire piece and the electrical connections can be made on the top or sides of the unit for more versatility.
- Directional air foil vane factory set to facilitate deflection of air stream +/-20 degrees.
- USDA, FDA and AIB approved method for insect control.

RECOMMENDED CONTROLS

- HAND / OFF / AUTO switch
- Magnetic Door Switch for activation



► BCT | PERFORMANCE

BCT | Performance Table

MODEL	Nozzle Width (in.)	Max. FPM at Nozzle	Avg. FPM	Max. CFM	CFM at Nozzle	Outlet Velocity Uniformity	Number of Motors	Motor HP	Weight (lbs)
BCT-1-36	36	4218	3695	2899	2541	95%	1	3/4	90
BCT-1-42	42	4218	3169	3384	2532	93%	1	3/4	97
BCT-1-48	48	4218	2771	3867	2559	92%	1	3/4	104
BCT-1-60	60	4218	2218	4374	2528	91%	1	3/4	117
BCT-2-60	60	4218	3315	5050	3812	95%	2	3/4	147
BCT-2-72	72	4218	3696	5803	5082	95%	2	3/4	169
BCT-2-84	84	4218	3169	6766	5063	93%	2	3/4	187
BCT-2-96	96	4218	2773	7732	5081	92%	2	3/4	203
BCT-3-108	108	4218	3702	8702	7623	95%	3	3/4	245
BCT-3-120	118	4218	3174	9668	7614	94%	3	3/4	274
BCT-3-132	133	4218	2792	10853	7589	95%	3	3/4	290
BCT-4-144	145	4218	3696	11606	10164	95%	4	3/4	338

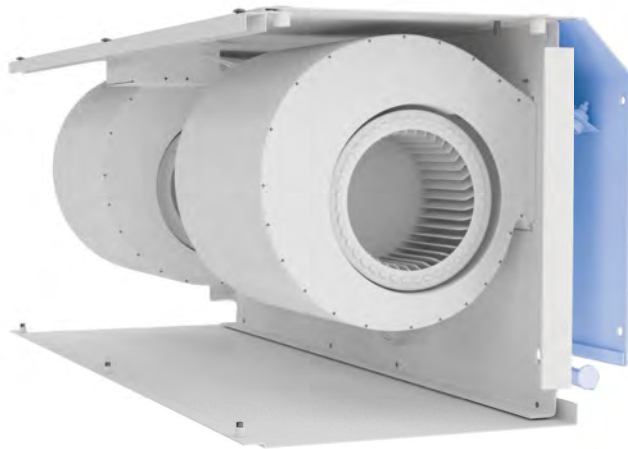
! For a unit over 12 feet long, consult factory.

BCT | Sound Levels

High Speed 63 dBA Measured 10 ft. from unit in a free field based on a 1 motor unit

BCT | Single Phase Motor Options

Voltages available	120	208/230	480	575
Amp draw per motor	8.0	3.6	2.0	1.5



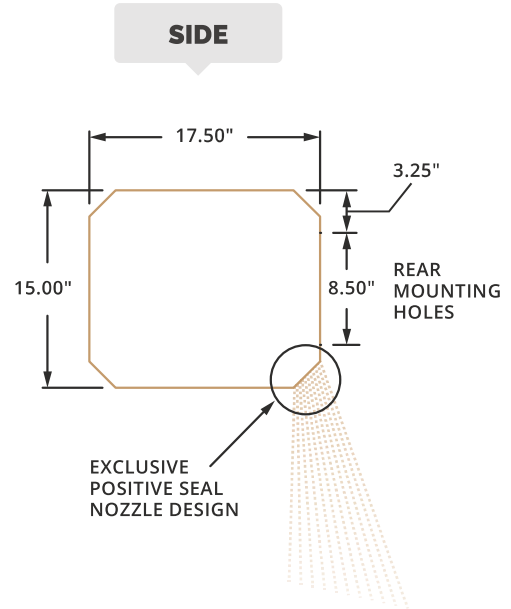
Performance Highlight

Both important and perfect for insect control, the blowers are pointed toward the back of the air curtain. Here they fill a specially designed plenum. When the plenum is pressurized, the air is then forced out evenly across the entire length of the plenum discharge leaving no gaps in the curtain of air.

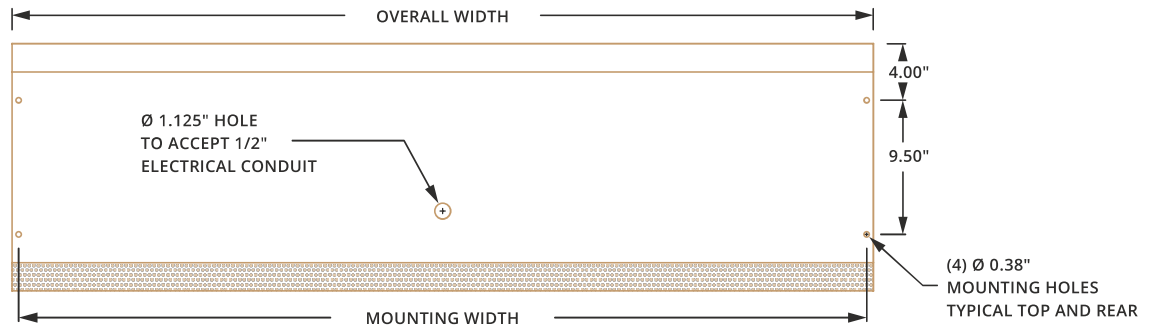
► BCE & BCT | MECHANICAL DETAILS & DRAWINGS

BCE & BCT | Mechanical Information Table

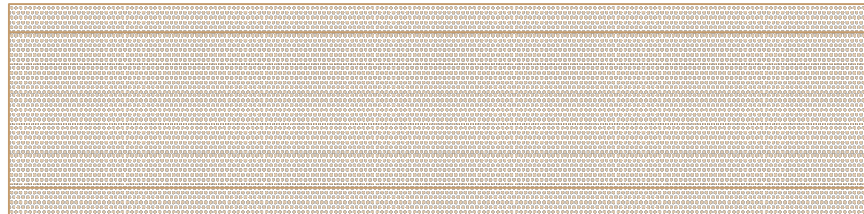
MODEL	Overall Width (in.)	Nozzle Width (in.)	Mounting Width (in.)
BCE / BCT 1-36	37	36	36.06
BCE / BCT 1-42	43	42	42.06
BCE / BCT 1-48	49	48	48.06
BCE / BCT 1-60	61	60	60.06
BCE / BCT 2-60	61	60	60.06
BCE / BCT 2-72	73	72	72.06
BCE / BCT 2-84	85	84	84.06
BCE / BCT 2-96	97	96	96.06
BCE / BCT 3-108	109	108	108.06
BCE / BCT 3-120	119	118	118.06
BCE / BCT 3-132	134	133	133.06
BCE / BCT 4-144	146	145	145.06



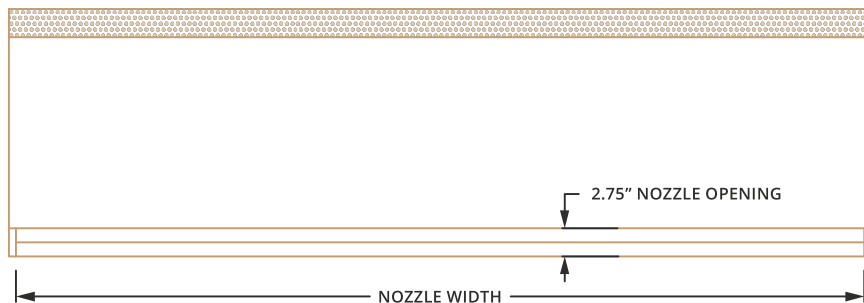
TOP



FRONT



BOTTOM



► BCE & BCT | INSTALLATION

NOTE: The air curtain should be mounted as close to the door header/opening as possible for maximum performance. For every one inch the bottom of the air curtain is mounted above the door header, the back side of the air curtain should be moved away from the wall 1/2 inch.

A WALL MOUNT

Back side of air curtain has 4 mounting holes capable of accepting four 3/8 mounting bolts or lags, with washers (use these holes only for mounting). Mark and pre-drill mounting surface accurately. A long extension and ratchet will negate the need to remove the motor-blower plate when installing.

Mounting bolts or lags of sufficient size and strength should be installed and tightened through the four 7/8 inch holes in motor/blower plate.

If motor/blower plate has to be removed, the junction box inside the unit must be removed along with any electrical switches that may be in the way.

The electrical switches have a lever that slides in one direction to release the switch contacts from the switch body. All wires will then stay intact for easy installation when replacing the blower plate.

Remove 7/16 whizlock nuts holding plate in place, and slide plate out, rotating top portion of plate so it comes out first. Remember when installing plate to put bottom of plate in first and rotate top in last.

B BRACKETS

Mounting brackets (also called knee, angle or L-brackets) can be flush to the wall or constructed to account for a projection from the wall. For proper size brackets measure standoff distance from wall to back of where air curtain will be.

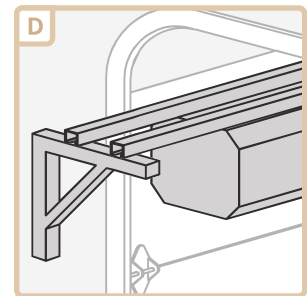
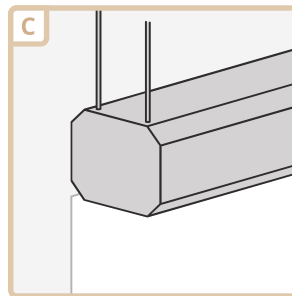
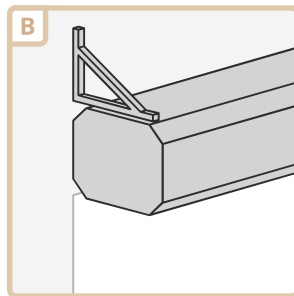
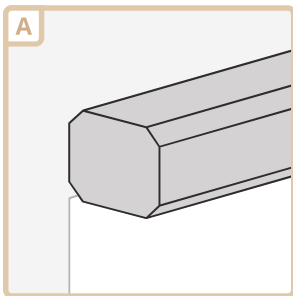
C TOP MOUNT

Unit has four 3/8- 16 threaded inserts for installing one end of threaded rods. The other ends of the threaded rods can be attached to the ceiling. Threaded rod should not extend more than 3/4 inch into air curtain.

Powered Aire does not supply threaded rods.

D BRACKETS WITH UNISTRUT

The air curtain is supplied with two pieces of unistrut attached to the top, typically one foot longer at each end, to reach brackets that are mounted on surface outside of the door tracks. Please supply the standoff distance from wall to back of where the air curtain will be.



MB123 QUICK MOUNTING PLATE

Optional Installation (See page 224 for more detail)

Step 1

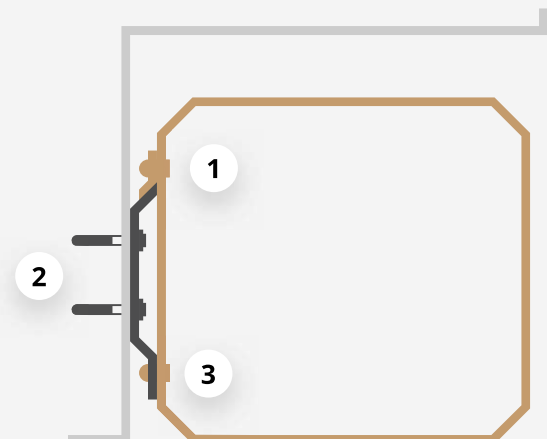
Attach top mounting bracket to back of air curtain using the upper mounting holes on back of unit.

Step 2

Attach the mounting bracket to the wall. Make sure there is sufficient room between mounting plate and ceiling to mount air curtain.

Step 3

Place air curtain over mounting bracket. The top and bottom brackets will lock into place supporting the weight of the air curtain. Attach the bottom bracket to the air curtain using the lower mounting holes.



When mounted, bottom of air curtain is to be flush with bottom of the door header.

Town Hall, 334 Main Street
Great Barrington, MA 01230

Selectboard Meeting Packet for April 11, 2022
Item 6. c. Special Permit Application from Meed Cannabis LLC



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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

PLANNING BOARD

March 27, 2022

Selectboard
Town Hall
334 Main Street
Great Barrington, MA 01230

Re: Special Permit:
964 Main Street

Dear Members of the Selectboard:

At its meeting of March 24, 2022 the Planning Board voted to send a positive recommendation for the proposed marijuana cultivation and transportation use at 964 Main Street. The Board voted to waive the traffic study as Mass DOT has no concerns.

The Board suggested that the requirement for planting two trees be met somewhere else in the right of way.

Thank you for your consideration of this recommendation.

Sincerely,

Kimberly L. Shaw

Kimberly L. Shaw
Planning Board Secretary

Cc: Chris Rembold, Assistant Town Manager/Director of Planning and Community Development

Selectboard Meeting Packet for April 11, 2022
Item 6. c. Special Permit Application from Meed Cannabis LLC

From: Jon Allard
To: Lindsay Cannavo; David Ullian
Subject: FW: [External] RE: Meed Cannabis at 964 Main Street
Date: Wednesday, March 16, 2022 9:40:09 PM

David / Lindsay,

See below from Conservation. Looks like conservation deems this work as minor exterior modifications. I'm assuming F&O will not have to attend.

Thanks,
Jon

Jon Allard, PLA
Project Manager | Landscape Architect
Fuss & O'Neill, Inc. | 1550 Main Street, Suite 400 | Springfield, MA 01103
413.452.0445 x4442 | jallard@fando.com | www.fando.com

-----Original Message-----

From: Shep Evans <sevans@townofgb.org>
Sent: Wednesday, March 16, 2022 4:57 PM
To: Jon Allard <JAllard@fando.com>
Subject: [External] RE: Meed Cannabis at 964 Main Street

Jon:

Since only the existing buildings will be used and all activity will be within the existing buildings, and no new construction or major exterior modifications are necessary or proposed, the Conservation Commission has no jurisdictional issues with the proposed use or activities. Thus, there is no need to attend the meeting. Should your client ever seek to do work that would alter the land around the buildings, a permit would very possibly be required from the Commission. There are extensive wetland resource areas in the surrounding lands. Please feel free to contact me if questions come up.

Best regards,

Shepley W. Evans
Conservation Agent
413-528-1619 ex 122
conservation@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

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

-----Original Message-----

From: Contact form at Great Barrington MA <cmsmailer@civicplus.com>
Sent: Wednesday, March 16, 2022 9:26 AM
To: Shep Evans <sevans@townofgb.org>
Subject: [Great Barrington MA] Conservation Meeting 3/23 (Sent by Jon Allard, jallard@fando.com)

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***

Hello sevans,

Jon Allard (jallard@fando.com [1]) has sent you a message via your contact form (https://linkprotect.cudasvc.com/url?u=https%3a%2f%2fwww.townofgb.org%2fuser%2f51%2fcontact&c=E.1.H684VrVKCh2-cv0UWjLhg1Q0eM0r6bU0g5ahMD7zrBNCTW242B-koVM7E_137BwMo1Iz2GKW2NUJCMYk1IRXku6H7HDqceD4ubc7yY8yAe45jPs6zLhA.&typo=1 [2]) at Great Barrington MA.

If you don't want to receive such e-mails, you can change your settings at https://linkprotect.cudasvc.com/url?u=https%3a%2f%2fwww.townofgb.org%2fuser%2f51%2fedit&c=E.1.XJV8sITWRoGmHbZEc32pT0S7WA1pGYTDx3ZLZp_tUyBxRkCBiWnW762iH8ZdtAj_QHuNC4LrvzZ0DY2bZWfVdZBgYuNGeXPR0iKAJX15Fa3pDNNOTd_FL&typo=1 [3].

Message:

Hello,

I am working with Meed Cannabis as the engineering consultant to develop site plans for 964 Main Street. I believe we will be on the agenda for the 23rd. I was wondering who we should prepare to have in attendance at the meeting. Owner, engineer, attorney etc.

Thank you,
Jon Allard
Fuss & O'Neill, Neill
413.453.0456 x4442
jallard@fando.com [4]

[1] <mailto:jallard@fando.com>

[2] https://linkprotect.cudasvc.com/url?u=https%3a%2f%2fwww.townofgb.org%2fuser%2f51%2fcontact&c=E.1.RKHbAWJckOCigslrFim-MRJM9t3qvAikMVixLneL_Lki40_9CfiewbG6F8y9Bl_WsDU_0gIouByvgtD7b1J6RFL8oQxvZwstsef5ql:GFjLITV5KrBtUDuFig.&typo=1

[3] <https://linkprotect.cudasvc.com/url?u=https%3a%2f%2fwww.townofgb.org%2fuser%2f51%2fedit&c=E.1.A2RWzctIO4r527HpXrUoqi23KGe901WK3xk6z5ZAekYNanH3iD3ksyIkC6BsvqDpKcXv2BsJv0h0wUXPzHZ6qJF:kw20Fh19zselX4D9HwtJXq&typo=1>

[4] <mailto:jallard@fando.com>

CAUTION: This email is from an EXTERNAL contact. Please do not open attachments, or click on links from unknown or suspicious senders.

Michael Lanoue, Chair
Peter Stanton, Vice Chair
Ruby Chang, M.D.
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Phone: 413-528-0680
rjurczyk@townofgb.org

TOWN OF GREAT BARRINGTON MASSACHUSETTS

BOARD OF HEALTH

March 4, 2022

Special Permit #927-22: Special Permit application from the Meed Cannabis LLC, c/o David M. Ullian, Vicente Sederberg, LLP, Prudential Tower, 800 Boylston Street, 26th Floor Boston, MA 02199, for a marijuana cultivation and transportation establishment in an Industrial Zone at 964 Main Street, Parcel B, Great Barrington. Application is filed in accordance with Sections 3.1.4 C(13), 7.18 and 10.4 of the Zoning Bylaw.

Dear Selectboard,

The Board of Health reviewed Special Permit application #927-22 on March 3, 2022 during the public meeting. The Board heard a presentation from the applicants on water usage, plans for wastewater, and odor control.

Motion: Peter Stanton moves to pass a positive recommendation on to the Selectboard.

Second: Ruby Chang

Vote: 3-0

Sincerely,
Rebecca Jurczyk
GB BOH Agent

From: [Dan Miller](#)
To: [Amy Pulver](#)
Subject: 5-Town Cable Advisory Committee
Date: Saturday, March 26, 2022 10:33:16 AM

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Hi Amy,
My name is Dan Miller and I would like to submit my request to fill one of the vacancies on the 5-Town Cable Advisory Committee to represent Great Barrington. I have a fair degree of background and expertise as it relates to this committee. I am one of the original members of the 3-Town CAC (before Sheffield and West Stockbridge joined) and worked with advisor, Selectman John Mooney, to help put it together. Continuing to work with John, I resigned from the CAC and became a one of the four founding members of CTSB, remaining a part of the access channel until 2001. I have had a lifelong experience with electronics and television as well as took part in negotiating contract renewals with the cable companies at the time, when I was with the CAC.

My contact information is as follows:

[Redacted contact information]

Thank you,
Dan Miller

EXECUTIVE SUMMARY

TITLE: American Rescue Plan Act (ARPA) Funding (Round One)

BACKGROUND: In March 2021, the American Rescue Plan Act (ARPA) was passed by Congress, injecting more than \$1.9 trillion into the US economy to mitigate the adverse effects of the COVID-19 pandemic, and to aid economic recovery programs and efforts. Of this total, \$350 billion was earmarked for state and local fiscal recovery funds (SLFR Funds). Great Barrington will be receiving the sum of \$2,075,908. Of this amount, \$1,037,954 was received in the summer of 2021, with the other half expected to arrive in calendar year 2022.

When the funds were initially released, the United States Treasury stated that the intended purpose of SLFR Funds was to offset adverse economic impacts resulting from the COVID-19 pandemic. In November 2021, the Treasury provided additional clarification regarding how funds could be spent. The four main categories presented were:

1. Replacing Lost Public Sector Revenue
2. Responding to Public Health and Economic Impacts of COVID-19
3. Premium Pay
4. Water & Sewer Infrastructure

With these parameters in mind, Town staff have surveyed residents, brainstormed and assessed a diverse range of ways which the first round of SLFR Funds could be spent, leading to the attached figure titled "ARPA – 1st Round Funding Priority Projects." This document recommends that the Town commit \$1,036,000 of first round funding to four priority areas: affordable housing, electronic emergency notification signage for the Fire Department, increasing Health Department staffing hours, and acquisition of a replacement ambulance for Southern Berkshire Ambulance.

FISCAL IMPACT: As the funds for these proposed projects are being provided by the federal government, this program would have no cost to local taxpayers. These funds should positively impact the Town, investing in projects that will improve resiliency and quality of life for residents.

RECOMMENDATION: Staff recommends the Selectboard review and accept the spending recommendations highlighted in Figure 1.


PREPARED AND APPROVED BY:

DATE:



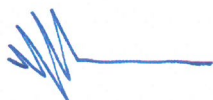
Christopher Rembold/Assistant Town Manager

04/07/2022



Susan Carmel/Town Accountant

04/07/2022



Mark Pruhenski/Town Manager

04/07/2022

Figure 1 – Compiled by Town Staff

**ARPA - 1st Round Funding
Priority Projects**

	Project	Amount	ARPA Eligibility Category
1	Affordable Housing	\$ 850,000	Responding to Public Health and Economic Impacts of COVID-19
2	Electronic Signage for Fire Department	40,000	Responding to Public Health and Economic Impacts of COVID-19
3	Increase Health Department Staffing Hours	10,000	Responding to Public Health and Economic Impacts of COVID-19
4	Replacement Ambulance for Southern Berkshire Ambulance	136,000	Responding to Public Health and Economic Impacts of COVID-19
		\$ 1,036,000	