

Mark Pruhenski  
Town Manager

E-mail: [mpruhenski@townofgb.org](mailto:mpruhenski@townofgb.org)  
[www.townofgb.org](http://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 25, 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](http://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.

**\*\*All Votes are Roll Call Votes\*\***

1. CALL TO ORDER SELECTBOARD REGULAR MEETING BY ROLL CALL VOTE
2. APPROVAL OF MINUTES
  - a. March 30, 2022
  - b. April 4, 2022
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
  - a. Housatonic Water Works
5. LICENSES AND PERMITS
  - a. Michael Murphy of the Adams-Budz VFW Post 8183 Housatonic MA for Permission to use Town Roads for the 2022 Memorial Day Parade on Monday May 30, 2022 beginning in the Village of Housatonic at 9:00 AM and then in Great Barrington at 11:00 AM
  - b. Joshua Kelleher of JJK Productions for 4-One Day Entertainment Licenses for the Summer Stage Event at Butternut Ski Area, 380 State Road for June 4, July 16, August 27, and September 17 from 5:00 PM to 10:30 PM
  - c. Joshua Kelleher of JJK Productions for 4-One Day Liquor Licenses for the Summer Stage Event at Butternut Ski Area, 380 State Road for June 4, July 16, August 27, September 17 from 5:00 PM to 10:30 PM
  - d. Anthony Pepe of Food Truck Festivals of America LLC for a One Day Entertainment License a Food Truck Festival Event at Butternut Ski Area, 380 State Road on July 23, 2022 from 11:00 AM to 5:00 PM

- e. Anthony Pepe of Food Truck Festivals of America LLC for a One Day Beer and Wine License for the Food Truck Festival Event at Butternut Ski Area, 380 State Road on July 23, 2022 from 11:00 AM to 5:00 PM
- f. Janis Martinson of the Mahaiwe Performing Arts Center for a One Day All Alcoholic License for their Annual Gala, July 30, 2022 from 5:00 PM to 8:00 PM at Memorial Park on Bridge Street
- g. Janis Martinson of the Mahaiwe Performing Arts Center for a One Day Entertainment License for the Mahaiwe's Annual Gala, July 30, 2022 from 5:00 PM to 8:00 PM at Memorial Park on Bridge Street
- h. George Laye of the Guthrie Center for 12-One Day Beer and Wine License for their 2022 Concert Series on May 26, May 28, June 25, July 8, July 9, July 16, July 30, August 6, August 13, August 27, September 3, October 8, 2022 from 6:00 PM to 12:00 PM
- i. Ephrat David for permission to access a Public Way (driveway permit) for 10 Knob Hill Road

## 6. PREVIOUS BUSINESS

- a. Continued discussion of Squaw Peak Road–resident request to change the name
- b. Continued Special Permit application from Meed Cannabis LLC, c/o David M. Ullian, Vicente Sederberg LLP, Prudential Tower, 800 Boylston Street, 26<sup>th</sup> 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 (Discussion continued from April 11, 2022)
  - i. Review and vote on findings
  - ii. Vote on the special permit

## 7. NEW BUSINESS

- a. Application for a Host Community Agreement from Meed Cannabis LLC (Vote)
- b. Appoint Robert Slonaker to the Affordable Housing Trust
- c. Appoint Gary Frenkel to the Tree Committee
- d. Appoint Sherry Steiner to the Cultural Council
- e. Vote to Establish a Monetary Fund for Future Housatonic Rest of River Committee Work
- f. Housatonic Water Works - Bottled Water
- g. Clinton Church Restoration Proposal for Commemorating Elizabeth Freeman's 1781 Lawsuit for Freedom
- h. Vote to locate the Annual Town Meeting inside Monument Mountain High School or outside in School Parking lot
- i. Discussion/Vote to add a Selectboard meeting in early May

## 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

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.*

Board of Selectmen  
Town of Great Barrington, MA  
334 Main Street  
Great Barrington, MA 01230

April 6th, 2022

Dear Honorable Board of Selectmen,

On behalf of the Housatonic Veterans of Foreign Wars Post 8183 located at 16 Cone Avenue, in the village of Housatonic Massachusetts, I formally submit a request for Memorial Day parade participation as well as all ceremonial details which will take place on Monday, May 30th, 2022, beginning in the Village of Housatonic at 0900 and followed in the town Of Great Barrington at 1100. As well, we invite all members of the Board of Selectmen to join us in honoring all those who have served our towns, our state and this great nation.

Sincerely,

Michael A. Murphy  
Officer of the Day  
Adams-Budz VFW Post 8183  
Housatonic, MA

cc:

Mark Pruhenski, Town Manager  
Paul Storti, Chief of Police  
Charles Burger, Fire Chief  
Commander, Adams-Budz VFW Post 8183  
Commander, James A. Modolo VFW Post 8348



**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: Joshua Kelleher

Business/Organization: JJK Productions LLC

D/B/A (if applicable): \_\_\_\_\_

Address: 118 Lee St East Longmeadow MA 01028

Mailing Address: 118 Lee St East Longmeadow MA 01028

Phone Number: 413-330-9367

Email: Josh @ JJKProductions.com 001551204

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

Live band with up to 10 pieces, including singers  Public Show

Other (please explain) \_\_\_\_\_

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) \_\_\_\_\_

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

X NO

Please circle: INDOOR or **OUTDOOR** Entertainment

Exact Location of Entertainment (include sketch): Stage at base of beginner hill

Date(s) of Entertainment\*: 6/4 7/16 8/27 9/17  
\*Does not include SUNDAY

Start & End Times of Entertainment: 5pm - 10:30pm

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

- Food
- Temporary Bathrooms
- Tents
- Stages
- 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.

[Signature]  
Signature of Individual or Corporate Officer

3/29/22  
Date

001559204  
SS# or FID#

**TOWN USE ONLY:**

DRT Review with Conditions: \_\_\_\_\_

\_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

LICENSE # \_\_\_\_\_

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AQI 18

## Chris Rembold

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**Subject:** JJK Productions at Butternut, summer 2022

DRT staff reviewed the proposed concerts at Butternut.

**Information:**

- One concert on each of 4 dates at Butternut, June 4, July 16, August 27, and September 17.
- All are Saturdays. All from 5 to 10pm.
- Set up either late Friday or very early the Saturday of the event
- seeking beer and wine license for each day
- Butternut will do food; no separate food trucks
- using restrooms in the lodge and will have porta-toilets if they have more than 100 people
- ticket sales capped at 1000 people
- The event will not allow dogs

**Requirements:**

- a. Two police details are required – coordinate with Police Dept.
- b. Building permit is required for the portable stage, which must be accessible
- c. Electrical permit is required for the portable generators



**Christopher Rembold, AICP**

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

Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230

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



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: Joshua Kelleher

Organization Name: JJK Productions LLC

Applicant's Address: 118 Lee St East Longmeadow MA 01028

Telephone Number: 413-330-9367

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

Event: The Dave Matthews Tribute Band

Date: 6-4-22 Start Time: 4PM End Time: 10:30 PM

Event Address: 38013 state Rd Great Barrington MA 01230

Is the Event on Town property? YES NO

**PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:**

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

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

\_\_\_\_\_  
Signature of Applicant Date

FOR TOWN USE:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Postponed \_\_\_\_\_

5:51 ↗

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3D



☁️ 43°  
AQI 18

RECEIVED  
TOWN OF GREAT BARRINGTON

APR 11 2022

SELECTBOARD &  
TOWN MANAGER'S OFFICE



**TOWN OF GREAT BARRINGTON**  
**Temporary Weekday Entertainment License Application**  
**\$25.00 per day** Pd. 4/11/22/ch 1220

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: Anthony Pepe

Business/Organization: Food Truck Festivals of America LLC

D/B/A (if applicable): \_\_\_\_\_

Address: 247 Washington St, Ste 21 Stoughton MA 02072

Mailing Address: same

Phone Number: (781) 405-5639

Email: anthony@ftfofamerica.com

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

Live band with up to \_\_\_ pieces, including singers  Public Show

Other (please explain) Food Truck & Craft Beer Festival

**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) \_\_\_\_\_

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

X NO

Please circle: **INDOOR** or **OUTDOOR** Entertainment

Exact Location of Entertainment (include sketch): Ski Butternut

380B State Rd, Great Barrington MA 01230

Date(s) of Entertainment\*: 7/23/22

**\*Does not include SUNDAY**

Start & End Times of Entertainment: 11am-5pm

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

- Food     Temporary Bathrooms     Tents     Stages     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.

  
Signature of Individual or  
Corporate Officer

3/31/22  
Date

85-3229813  
SS# or FID#

**TOWN USE ONLY:**

DRT Review with Conditions: \_\_\_\_\_

\_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

LICENSE # \_\_\_\_\_

## Chris Rembold

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**Subject:** Food Truck Festival

DRT staff reviewed the proposed food truck festival at Butternut for July 23. We require the following:

- a. Health Department requires food truck permits – 528-1619, x.2700
- b. Two police details are required – coordinate with Police Dept. at 528-0306
- c. A tent permit may be required for the beer tent. Call Building Dept. at 528-1619, x.2600
- d. If dogs are allowed, they cannot left in cars, and they must be leashed.



**Christopher Rembold, AICP**

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

Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230

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

RECEIVED  
TOWN OF GREAT BARRINGTON

APR 11 2022

SELECTBOARD &  
TOWN MANAGER'S OFFICE

Fee: \$25.00 (per day)



**APPLICATION FOR ONE DAY LIQUOR LICENSE**

TO THE LICENSING AUTHORITY: Ch. 123A/§s. 4/5/22  
The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Anthony Pepe

Organization Name: Food Truck Festivals of America LLC

Applicant's Address: 247 Washington St Ste 21 Stoughton MA 02072

Telephone Number: (781) 405-5639

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

Event: Great Barrington Food Truck & Craft Beer Festival at Ski Butternut

Date: 7/23/22 Start Time: 11:00 am End Time: 5:00 pm

Event Address: 380B State Rd Great Barrington MA 01230

Is the Event on Town property? YES NO

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

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

[Signature]  
Signature of Applicant

3/31/22  
Date

**FOR TOWN USE:**

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_



Ski Butternut  
380 State Rd  
Great Barrington, MA 01230

Town of Great Barrington  
334 Main St  
Great Barrington, MA 01230

3/31/2022

To Whom it May Concern,

I am writing to confirm that Ski Butternut is aware of and allowing the Food Truck Festivals of America, LLC to host their annual food truck festival event on our grounds on 7/23/2022 from 11 AM-5 PM.

If you have any questions, please contact me at (413) 528-2000, ext. 261.

Thank you,

A handwritten signature in blue ink, appearing to read "Sarah Curtiss", is written over the typed name.

Sarah Curtiss

Events Coordinator  
Ski Butternut

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: Janis Martinson  
Organization Name: Mahaiwe Performing Arts Ctr.  
Applicant's Address: 14 Castle St GB, MA 01230  
Telephone Number: 413-528-0100

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

Event: Gala

Date: 7/30/2022 Start Time: 5pm End Time: 8pm

Event Address: Memorial Field GB, MA 01250

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.

Janis M. Seguin  
Signature of Applicant

7/14/22  
Date

FOR TOWN USE:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Postponed \_\_\_\_\_





**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: Janis Martinson  
Business/Organization: Mahaiwe Performing Arts ctr.  
D/B/A (if applicable): \_\_\_\_\_  
Address: 14 Castle Street GB, MA 01230  
Mailing Address: PO Box 690 GB, MA 01230  
Phone Number: 413-528-0100  
Email: janis@mahaiwe.org

**TYPE:** (Check all that apply)  Concert  Dance  Exhibition  Cabaret  DJ  
 Live band with up to 4 pieces, including singers  Public Show  
 Other (please explain) \_\_\_\_\_

**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) \_\_\_\_\_

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):

Memorial field AB, MA. 01230

Date(s) of Entertainment\*: July 30<sup>th</sup>, 2022

\*Does not include SUNDAY

Start & End Times of Entertainment: 5pm - 8pm

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

- Food
- Temporary Bathrooms
- Tents
- Stages
- 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.

Janis M. Seguin  
Signature of Individual or  
Corporate Officer

4/4/22  
Date

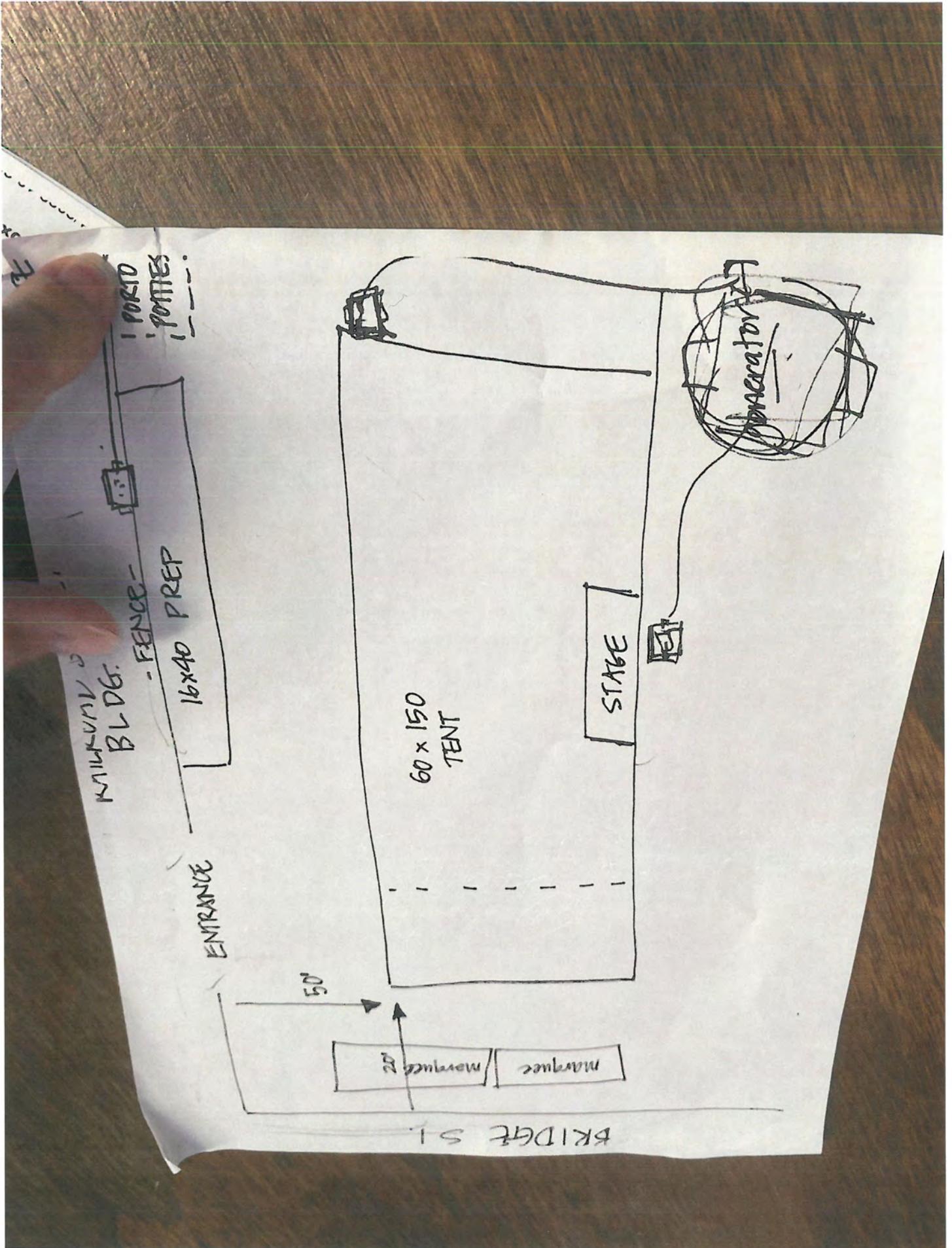
\_\_\_\_\_  
SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: DRT has no concerns but notes that catering must be permitted by Health Dept. Tents and generators will require permits from Bldg. Dept. (CR)

APPROVAL DATE: \_\_\_\_\_

LICENSE # \_\_\_\_\_



Fee: \$25.00 (per day)

Pd. 4/19/22 \$300.00/cv 3698



**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: George Laye

Organization Name: The Guthrie Center

Applicant's Address: 2 Van Deusenville Road G+ Barrington, MA 01230

Telephone Number: 413 528 1955

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

Event: Concerts <sup>Thu</sup> May 26; <sup>Sat</sup> May 28; <sup>Sat</sup> June 25; <sup>Fri</sup> July 8; <sup>Sat</sup> July 9; <sup>Sat</sup> July 16; <sup>Sat</sup> July 30

Date: see attachment Start Time: 6 pm End Time: 12 pm

Event Address: 2 Van Deusenville Rd G+ Barrington, MA 01230

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

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

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

[Signature]  
Signature of Applicant

4/19/22  
Date

**FOR TOWN USE:**

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Postponed \_\_\_\_\_

## 2022 Dates

5/26

5/28

6/25

7/8

7/9

7/16

7/30

8/6

8/13

8/27

9/3

10/8

Item 5. i. Ephrat David of 10 Knob Hill Road-Driveway Permit

Selectboard

Fee \$50.00

Application for Access to a Public Way / Driveway Permit

Number \_\_\_\_\_

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date 4/17/2022

Name of Applicant / Property Owner Ephrat David

Mailing address 10 Knob Hill Road

Phone number 413-212-9192 edavid212@gmail.com

Location of proposed driveway / highway entrance move 1 entrance of existing circular driveway away from abutting neighbor

Contractor who will perform the work Williams Paving

Address & phone number of contractor 52 Great Barrington Rd, West Stockbridge, MA 01266

Proposed construction date As soon as possible

Type of driveway (gravel, asphalt, etc.) asphalt

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be:

- approved as submitted
- approved with conditions attached
- disapproved for reasons attached
- resubmitted with changes suggested per attached

Staff Reviews Received:

	Received	Conditions Recommended	Other Permits Required
Conservation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Chief:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planning:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

Pursuant to its vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, at its meeting on \_\_\_\_\_, the Great Barrington Selectboard granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectboard: \_\_\_\_\_, its \_\_\_\_\_  
(signature) (title) (date)

Item 5. i. Ephrat David of 10 Knob Hill Road-Driveway Permit

CERTIFY TO: BRIAN H. SCHWAB  
 I HEREBY REPORT THAT THE BUILDING(S) SHOWN ON THIS PLAN ARE APPROXIMATELY LOCATED ON THE GROUND AS SHOWN AS SHOWN ON THE SHAD. FLOOD MAP. THIS PLAN IS NOT MADE FROM AN INSTRUMENT SURVEY AND IS NOT TO BE USED FOR FENCES, ETC.

THIS PARCEL IS SUBJECT TO AND WITH THE BENEFIT OF ALL RIGHTS, RESTRICTIONS, CONDITIONS, EASEMENTS, LEASES, ENCUMBRANCES AND APPURTENANCES OF RECORD.

FOR BANK USE ONLY  
 THIS PLAN IS NOT TO BE USED FOR ADDITIONS, SPECIAL PERMITS OR VARIANCES.

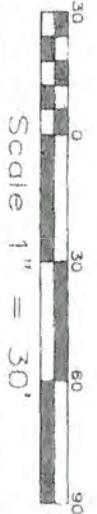
*Proposed change to existing driveway*

LOCUS DEED: BK - 1129 Pg - 212  
 PROPERTY ADDRESS: 10 KNOB HILL ROAD  
 THIS IS NOT A SURVEY AND IS SUBJECT TO ANY STATEMENT OF FACTS A SURVEY MAY REVEAL

LEGEND

- ▷ POINT CORNER
- IRON PIPE FOUND (04/1999 BY THIS OFFICE)

N/T LAND OF WEBBER



PLOT PLAN PREPARED FOR  
**BRIAN H. SCHWAB**  
 GREAT BARRINGTON, MASSACHUSETTS  
 FEBRUARY - 2011 SCALE 1" = 30'  
 KELLY, GRANGER, PARSONS & ASSOCIATES, INC.  
 PROFESSIONAL LAND SURVEYORS  
 312 MAIN STREET P.O. BOX 88  
 GREAT BARRINGTON, MASSACHUSETTS 01230  
 PHONE (413) 528-1912 FAX (413) 528-1912  
 File name: C:\EPH\4\10\10\PLAN\SPMB211

~~Chris Rembold~~

**From:** Charles Burger  
**Sent:** Tuesday, April 5, 2022 11:59 AM  
**To:** Lisa Richards; Chris Rembold; Sean Van Deusen; John Malumphy; Paula Ely; Paul Storti; Great Barrington Conservation Commission  
**Cc:** Amy Pulver  
**Subject:** RE: Access to a Public Way/Driveway Permit Application

I do not have any issues but please have the Fire District review it. I believe the driveway is being moved so as to pretty much touch a hydrant.



**Charles Burger**

Fire Chief

413-528-0788 ex 4

cburger@townofgb.org

Town of Great Barrington

Fire Department

37 State Road

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.

**From:** Lisa Richards <LRichards@Townofgb.org>  
**Sent:** Tuesday, April 5, 2022 11:19 AM  
**To:** Chris Rembold <crembold@Townofgb.org>; Sean Van Deusen <svandeusen@townofgb.org>; Charles Burger <cburger@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Paul Storti <PStorti@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>  
**Cc:** Amy Pulver <apulver@Townofgb.org>  
**Subject:** Access to a Public Way/Driveway Permit Application

TO: Conservation, Fire Chief, Planning Dept. Wastewater and DPW:

Please find attached an Application for "Access to a Public Way/Driveway Permit" for your review and comment (approval).

The next Select Board meeting is April 25<sup>th</sup> and they will need it back by April 20<sup>th</sup>.

Thank you,

Lisa Richards



## Lisa Richards

---

**From:** Chris Rembold  
**Sent:** Tuesday, April 5, 2022 11:20 AM  
**To:** Lisa Richards; Sean Van Deusen; Charles Burger; John Malumphy; Paula Ely; Paul Storti; Great Barrington Conservation Commission  
**Cc:** Amy Pulver  
**Subject:** RE: Access to a Public Way/Driveway Permit Application

I see no planning issues with this.



**Christopher Rembold, AICP**

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

Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230

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**From:** Lisa Richards <LRichards@Townofgb.org>  
**Sent:** Tuesday, April 5, 2022 11:19 AM  
**To:** Chris Rembold <crembold@Townofgb.org>; Sean Van Deusen <svandeusen@townofgb.org>; Charles Burger <cburger@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Paul Storti <PStorti@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>  
**Cc:** Amy Pulver <apulver@Townofgb.org>  
**Subject:** Access to a Public Way/Driveway Permit Application

TO: Conservation, Fire Chief, Planning Dept. Wastewater and DPW:

Please find attached an Application for "Access to a Public Way/Driveway Permit" for your review and comment (approval).

The next Select Board meeting is April 25<sup>th</sup> and they will need it back by April 20<sup>th</sup>.

Thank you,

Lisa Richards

## Lisa Richards

---

**From:** Great Barrington Conservation Commission ✓  
**Sent:** Tuesday, April 5, 2022 4:10 PM  
**To:** Lisa Richards; Chris Rembold; Sean Van Deusen; Paul Storti; Charles Burger; John Malumphy; Paula Ely  
**Cc:** Amy Pulver  
**Subject:** RE: Access to a Public Way/Driveway Permit Application

Lisa:

No Conservation Commission wetlands or scenic mountain issues or concerns.

Regards,

-Shep



**Shepley W. Evans**  
Conservation Agent  
Animal Control Officer  
Animal Inspector  
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.

**From:** Lisa Richards <LRichards@Townofgb.org>  
**Sent:** Tuesday, April 5, 2022 11:19 AM  
**To:** Chris Rembold <crembold@Townofgb.org>; Sean Van Deusen <svandeusen@townofgb.org>; Charles Burger <cburger@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Paul Storti <PStorti@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>  
**Cc:** Amy Pulver <apulver@Townofgb.org>  
**Subject:** Access to a Public Way/Driveway Permit Application

TO: Conservation, Fire Chief, Planning Dept. Wastewater and DPW:

Please find attached an Application for "Access to a Public Way/Driveway Permit" for your review and comment (approval).

The next Select Board meeting is April 25<sup>th</sup> and they will need it back by April 20<sup>th</sup>.

Thank you,

## **Summary of Steps and Responsibilities for Town Staff and Residents in Event of Road Name Change**

### **Town Responsibilities**

Notify the United States Postal Service of the Address Change - USPS will enter the new address into its database and will tie it to the old address so any mail sent to the old address will be forwarded to the new one for up to 18 months.

Notify MassGIS of Address Change (Either Town or Individual) - Visit [this link](#) to either send notifications to the state's designated email address, or fill out a [form](#). Will automatically update state emergency (911) records.

Acquire and Install New Street Signage - The town's Department of Public Works (DPW) is responsible for purchasing and installing any relevant, updated street signage.

Updating Town Maps and Property Records - The town is responsible for updating town property records, building and health department files, and tax rolls as well as other relevant material(s).

### **Resident Responsibilities**

Notify Tax Agencies of Address Change - Notify both federal and state tax agencies of your address change. For the federal government, please fill out [this form](#) (Form 8822). For the Massachusetts Department of Revenue, please complete and submit [this form](#).

Update Social Security Information - If you receive social security benefits, please complete [this](#) change of address application.

Utilities Update - You should contact your gas, electric, phone, TV, internet, water, and garbage companies to ensure that they have your new address.

Contact Your Insurer - Don't forget to contact your insurance company to make sure that your records reflect your current address.

Notify Your Employer - To ensure that your paychecks/important employment information is being delivered to your house, ensure that any address name changes are reflected in relevant employer records.

Contact Other Financial Agencies - If relevant, be sure to contact any credit unions, reporting agencies, or investment administrators so they have your current address information.

Magazines/Subscription Services - Contact customer service departments or complete relevant forms for any magazines or subscription services that you use to ensure consistent delivery of your items.

Online Shopping Information - Update your address on any online shopping services that you use (such as Amazon or eBay). Additionally, be sure to notify any charities, organizations, or clubs with which you interact. Be sure to update your address in their records so you can remain informed.

Service Providers - Remember to update medical providers of your address change. This includes doctors, dentists, and veterinarians. If you are a veteran, remember to update your address in your Veterans Affairs Profile.

**SPECIAL PERMIT  
MEED CANNABIS LLC**

**Public hearing opened on April 11, 2022.**

**Public hearing closed on April 11, 2022.**

**Discussion of findings and decision continued to April 25, 2022 meeting.**

**SP # 927-22**

Meed Cannabis LLC, c/o David M. Ullian, Vicente Sederberg LLP, Prudential Tower, 800 Boylston Street, 26<sup>th</sup> Floor Boston, MA 02199, for a marijuana cultivation and transportation establishment in an Industrial zone at 964 Main Street, Parcel B, Great Barrington, in accordance with Sections 3.1.4 C(13), 7.18 and 10.4 of the Zoning Bylaw.

**DRAFT MOTIONS**

*(If the Board has amended the Findings based on the Public Hearing and its discussion, be sure to specify those changes and approve the findings "as amended.")*

**1. VOTE ON FINDINGS**

I move to approve the Findings of Fact for Special Permit #927-22, as **written** / as **amended** and referenced as Exhibit A.

**Second:** \_\_\_\_\_

**Roll call vote:** Davis \_\_\_\_\_ Gabriel \_\_\_\_\_ Reed \_\_\_\_\_  
Abrahams \_\_\_\_\_ Bannon \_\_\_\_\_

**2. VOTE ON THE SPECIAL PERMIT**

I move, in view of the approved Findings of Fact, to **approve** Special Permit #927-22 for Meed Cannabis LLC for a marijuana cultivation and transportation establishment in an Industrial zone at 964 Main Street, Parcel B, with the following conditions:

1. The applicant shall provide copies of any required state licenses to the Selectboard prior to the commencement of marijuana cultivation operations.
2. The applicant shall plant two trees, to be selected from the Town's street tree list, within the Route 7 right-of-way in Great Barrington per approval of the appropriate authority, or on private property along the Route 7 corridor of Great Barrington, with the permission of the property owner. The Applicant shall provide the Selectboard with the location of the trees, and a plan to regularly maintain the trees.

**Second:** \_\_\_\_\_

**Roll call vote:** Davis \_\_\_\_\_ Gabriel \_\_\_\_\_ Reed \_\_\_\_\_  
Abrahams \_\_\_\_\_ Bannon \_\_\_\_\_

## EXHIBIT A

### FINDINGS OF FACT AND BASIS FOR DECISION

**Re: Special Permit #927-22  
964 Main Street**

#### A. Introduction

This Special Permit application was filed on February 25, 2022 by Meed Cannabis LLC. The application seeks to convert an existing industrial building at 964 Main Street and use it for cannabis cultivation, upon permission from the Great Barrington Selectboard in accordance with Sections 3.1.4, C(13), 7.18, and 10.4 of the Zoning Bylaw. The property would also be used as a marijuana transporter.

The special permit application includes a narrative description of the project and a list of waiver requests, site plans prepared by civil engineering firm Fuss & O'Neill of Springfield, MA dated January 28, 2022, and architectural plans of the renovated building prepared by Conner Design of Salem, MA dated November 29, 2021. The application also included an odor control memo and accompanying specifications, dated February 10, 2022 prepared by Fuss & O'Neill. The proposal includes details regarding traffic generation and water/wastewater impacts, and includes review/approval letters from MassDOT, the Fire District, and the Town wastewater department.

#### B. General Findings

As described in the application and as shown on the accompanying plans the proposed work involves the reuse of an existing industrial structure at the site. Limited exterior changes are proposed and include removal of an existing loading dock on the building's north side, installation of a secure fenced loading area, and limited paving of the existing gravel parking area in order to create accessible parking spaces.

The property lies within an Industrial zone. It is also in the Floodplain Overlay District (FPOD) and in the Zone II of the Water Quality Overlay District (WQPOD) of the Zoning Bylaw. The proposed use is permitted by special permit. The very limited proposed site work does not trigger the need for a FPOD or a WQPOD special permit.

The site is in the jurisdiction of the Conservation Commission both for work in a floodplain and work near extensive wetlands, but the Conservation Agent determined that the very limited proposed site work does not trigger the needed for permitting through Commission.

The proposal was also reviewed by the Board of Health and the Planning Board. The Board of Health made a positive recommendation to the Selectboard. The Planning Board is also reviewing the applicants Site Plan Review submittal, required per Section 7.18, and at its March 24 meeting made a detailed review of this proposal. The Planning Board voted to make a positive recommendation to the Selectboard, voted to waive a the traffic study as requested by the applicant, and determined that since the literal requirements for planting trees on the Route 7 site frontage cannot be met (see Route 7 tree planting requirement at Section 6.2.7 of the zoning bylaw), the applicant should be permitted to meet that requirement elsewhere in the right of way.

### C. Marijuana Establishment, Criteria and Findings

Section 7.18 sets forth certain locational, physical and regulatory requirements for marijuana establishments. The application meets all of the requirements of Sections 7.18.4 through 7.18.6 and no waivers are requested therefrom. The application meets the requirements of 7.18.7 as well, except for providing a copy of the required state-issued license. As that license cannot be obtained until after the facility is permitted by special permit, the Selectboard finds that a waiver from this requirement is reasonable, so long as a copy of the license is provided to the Town prior to the commencement of operations. The Selectboard also finds it is appropriate to waive the requirement that details of the security plan be provided; rather, review and continued communication with the Police Department will be sufficient.

### D. Special Permit Criteria and Findings

Section 10.4.2 of the Zoning Bylaw, granting of a special permit requires a written determination by the Special Permit Granting Authority "that the adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site." This determination shall include consideration of the following six criteria:

1. Social, economic, or community needs which are served by the proposal;
2. Traffic flow and safety, including parking and loading;
3. Adequacy of utilities and other public services;
4. Neighborhood character and social structures;
5. Impacts on the natural environment; and,
6. Potential fiscal impact, including impact on town services, tax base, and employment.

Consideration of the Criteria in relation to SP 927-22:

Per Section 10.4.2 of the Zoning Bylaw, granting of any special permit requires a determination by the Special Permit Granting Authority "that the adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site." The six criteria and the Board's considerations in relation each are detailed below:

1. *Social, economic, or community needs which are served by the proposal.*  
The Selectboard finds that the proposal is in keeping with the community's approval of the November 2016 ballot question 4 legalizing adult use marijuana, and the use is proposed pursuant to the zoning regulations for adult use marijuana first passed in May 2018. The Selectboard finds the project will revitalize a vacant industrial property, and employ approximately 10 full time employees. The company will sign a Host Community Agreement with the Town pursuant to which it will make regular community impact fee payments to the Town and will contribute to community organizations and nonprofits.
2. *Traffic flow and safety, including parking and loading.*  
The Selectboard finds that the proposal will have no negative impact on traffic flow or safety. Sufficient parking is provided on site, and, as confirmed by applicants Engineer and Mass DOT, the amount of traffic to be generated by the use will be low.

3. *Adequacy of utilities and other public services.*  
The Selectboard finds that the proposed use will have no detrimental impact on the water and sewer public systems. The security plans have been reviewed by the Police and will be approved the state; no impacts on public safety services are expected.
4. *Neighborhood character and social structures.*  
The Selectboard finds the proposal is in an Industrial zone with compatible surrounding land uses. The proposed cultivation is within the fully enclosed building and the odor control measures will have little to no impact on surrounding properties. The facility will be fully secured and surveilled and will not be a security or public safety risk.
5. *Impacts on the natural environment.*  
The Selectboard finds that the proposed water and energy conservation measures, and secure waste disposal measures, will generate little negative impacts on the environment. The Selectboard will require that the applicant meet the Route 7 tree planting requirement, but that the trees can be planted somewhere else within either the Route 7 right-of-way or on private property along Route 7.
6. *Potential fiscal impact, including impact on town services, tax base, and employment.*  
The Selectboard finds the project will increase employment and by reusing a vacant building will increase the tax base, and will not have negatively impact town services.

Finding:

In consideration of the above Findings, this Selectboard finds that the benefits of the proposal outweigh any possible detrimental impacts.

E. Proposed Conditions

1. The applicant shall provide copies of any required state licenses to the Selectboard prior to the commencement of marijuana cultivation operations.
2. The applicant shall plant two trees, to be selected from the Town's street tree list, within the Route 7 right-of-way per approval of the appropriate authority, or on private property along the Route 7 corridor of Great Barrington, with the permission of the property owner. The Applicant shall provide the Selectboard with the location of the trees and a plan to regularly maintain the trees.



## Recreational Marijuana Host Agreement Application

**\*\* (Items in bold are documents that need to be included with this application) \*\***

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

a) License holder

Meed Cannabis LLC ("Meed Cannabis")

831 Beacon Street, #271

Newton Center, MA 02459

(617) 953-8206

~~moshe.arazi@gmail.com~~ *meed cannabis@gmail.com*

b) Applicant Representative (if different from license holder)

Moshe Arazi

831 Beacon Street, #271

Newton Center, MA 02459

(617) 953-8206

moshe.arazi@gmail.com

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

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

Meed Cannabis is seeking to operate an indoor Marijuana Cultivation and Marijuana Transporter facility.

Moshe Arazi will be the Manager responsible for operations, and his resume is included with this Application as Exhibit A.

2. **Business Information:**

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

1. Moshe Arazi – Co-Owner and Manager
2. Roy Moussaieff – Co-Owner and Manager
3. Maor Moussaieff – Co-Owner and Manager





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

1. Moshe Arazi  
Co-Owner  
76 Homer Street  
Newton, MA 02459
2. Roy Moussaieff  
Co-Owner and Capital Contributor  
77-25 164th Street  
Fresh Meadows, NY 11366
3. Maor Moussaieff  
Co-Owner  
77-25 164th Street  
Fresh Meadows, NY 11366

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

Meed Cannabis LLC

3. Location:

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

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

Description of Premises: Meed Cannabis intends to utilize the entire existing one-story 7,500 square foot warehouse structure and all available parking for use as a marijuana cultivation and transporter facility. The warehouse is located on Parcel B and is the green structure that is at the back of the property and located furthest from Main Street.

A copy of a Purchase Option Agreement is included with this Application as Exhibit B.

- b) Will you be updating/changing the exterior of the building? **Please include description/drawing of view from the street, view from abutters**

Meed Cannabis' proposal involves interior renovation of the existing warehouse



structure on the property, as well as minor exterior modifications related to the installation of security cameras, signage, HVAC equipment, etc. Meed Cannabis does not intend to engage in any new construction that would expand the footprint of the existing building.

Images of the current views of the building from above and from the surrounding area is included as Exhibit C.

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

Yes. The property includes parking.

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

No

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

None at this time.

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

No

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

~~To be scheduled.~~ 9/14/2021

EXHIBIT A

MOSHE ARAZI RESUME

## Moshe Arazi

Boston, MA | 617-953-8206 | moshe.arazi@gmail.com

### EDUCATION

**Master of Business Administration (M.B.A.)** | TEL AVIV UNIVERSITY 2018 - 2019

**Bachelor of Science (B.Sc.)** | UNIVERSITY OF MASSACHUSETTS 2008 - 2011  
Plant, Soil, & Insect Science, *Cum Laude*

### WORK EXPERIENCE

**Head of Sales** | Talon Analytical | New York 2020-2021

- Developed relationships with Hemp/Cannabis growers and processors to perform 3<sup>rd</sup> party laboratory analysis for their quality control needs

**Real Estate Entrepreneur** | Private Ventures | New York / Israel 2016 - 2018

- Conducted research, planning, and implementation of a new venture
- Raised \$2M+ in investment capital through marketing and fundraising efforts

**E-commerce Entrepreneur** | Startup Co-Founder | Boston 2014 - 2016

- Collaborated on company strategy, product selection, and operations
- Created and implemented marketing materials for online store

**Quality Assurance Manager** | Tikun Olam | Israel 2012 - 2013

- Team Leader for HACCP and ISO 9001:2008 implementation in large cannabis facility
- Established protocols and procedures for all cannabis product production
- Managed all customer complaints and corrective measures

### SKILLS

- English: Native spoken and written
- Permaculture design
- Horticulture & Plant breeding
- Microsoft Word, Excel, PowerPoint
- Adobe Photoshop, Wix
- HubSpot CRM, Airtable, Salesforce

## EXHIBIT B

# PROPERTY PURCHASE OPTION

### 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.

DS  
EH

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](mailto: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](mailto: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](mailto: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](mailto: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 Purchase, 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 Purchase, 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.

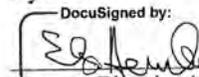
Signed and acknowledged in the presence of:

\_\_\_\_\_

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

By:

DocuSigned by:



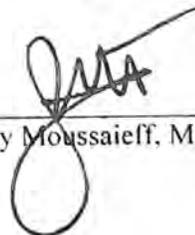
Name: Elizabeth Hamilton

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 untenable, 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

DS  
EH 

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.



## EXHIBIT C

### IMAGES OF 964 MAIN STREET





# Massachusetts Interactive Property Map

964 Main St, Great Barringt

Layers Basemap Measure

MassGIS | Commonwealth of Massachusetts Bureau of Geographic Informati...

**To access parcel information:**

- Enter an address or zoom in by using the +/- tools or your mouse scroll wheel.
- Parcels will draw when zoomed in.
- Click on a parcel to display a popup with information about that parcel.

Click the "Basemap" button to display background aerial imagery.

From the "Layers" button you can turn map features on and off. Check on "Download Parcel Data by City/Town" and click in the map for links to download all parcel data for that municipality.

[Complete Help \(PDF\)](#)

**Parcel Legend:**

Full Address	House Outline
Parcel Number	Only at largest scale
Parcel Size	Only at smallest scale

[Full Map Legend](#)

**About this Viewer**

The map displays land property boundaries from assessor parcel maps across Massachusetts. Parcel information is from local assessor databases. [More...](#)

[Back about and download parcel data](#)

Selectboard Meeting Packet for April 25, 2022

Item 7. a. Host Community Agreement from Meed Cannabis

Robert Slonaker

March 11, 2022

Dear Mark Pruhenski, members of the Selectboard and the Affordable Housing Trust,  
I would like to officially submit my interest in joining the Affordable Housing Trust Fund as a Board member. I have lived as a homeowner in Great Barrington for seven years and have been in the southern Berkshires since 1999.

Having lived in various communities around the country, both affordable and unaffordable, in various forms of housing from multiple roommate apartments, to building and owning our own home, I can relate to the situation many of our residents find themselves in. I believe my experience can provide helpful insight to our housing challenge here in Great Barrington. I enjoy problem solving and looking for unconventional ways to finding solutions.

Sincerely,

Robert Slonaker

Item 7. b. Robert Slonaker to the Affordable Housing Trust

**From:** [Fred Clark](#)  
**To:** [Amy Pulver](#); [Carmen Morales](#)  
**Cc:** [Mark Pruhenski](#); [Chris Rembold](#); [Bill Cooke](#)  
**Subject:** Affordable Housing Trust member recommendation  
**Date:** Thursday, April 21, 2022 2:11:20 PM

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The Affordable Housing Trust recommends that Robert Slonaker be appointed to the Trust. I believe that Mr. Slonaker sent a letter to the the Town Manager expressing his interest.

The next meeting of the Affordable Housing Trust is May 18.

Fred Clark  
413 717 8687

## Amy Pulver

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**To:** Mark Pruhenski; Morales, Carmen  
**Subject:** RE: [Great Barrington MA] Tree Committee

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**From:** Mark Pruhenski <MPruhenski@Townofgb.org>  
**Sent:** Wednesday, January 5, 2022 9:17 PM  
**To:** Amy Pulver <apulver@Townofgb.org>; Morales, Carmen <CMorales@Townofgb.org>  
**Subject:** Fwd: [Great Barrington MA] Tree Committee

Sent from my iPhone

Begin forwarded message:

**From:** Contact form at Great Barrington MA <[cmsmailer@civicplus.com](mailto:cmsmailer@civicplus.com)>  
**Date:** January 5, 2022 at 12:11:00 PM EST  
**To:** Mark Pruhenski <[MPruhenski@townofgb.org](mailto:MPruhenski@townofgb.org)>  
**Subject:** [Great Barrington MA] Tree Committee

**\*\*CAUTION:\*\***  
**\*\*This is an external email, be vigilant\*\***  
**\*\*\*Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe\*\*\***

Hi Mark,

I've been communicating with Mike Peretti about the Great Barrington Tree Committee and he suggested I reach out to you about formalizing my membership.

I moved to Great Barrington from Los Angeles in April 2021 and recently purchased a home on Christian Hill Road. I'm currently enrolled at UMass Amherst's University Without Walls in the Arboriculture & Community Forestry program; I expect to earn my certificate in Spring 2023.

I would welcome the opportunity to contribute to the community.

Please let me know how to proceed.



**From:** [sherry steiner](#)  
**To:** [Amy Pulver](#)  
**Subject:** Cultural Council  
**Date:** Thursday, April 14, 2022 4:07:31 PM

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**\*\*CAUTION:\*\***  
**\*\*This is an external email, be vigilant\*\***  
**\*\*\*Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe\*\*\***

Hi Amy

I am interested in re-joining the Cultural Council and the members have again recommended me.

What is the next step?

Thanks!  
Sherry Steiner

**From:** [Patrick Barrett](#)  
**To:** [Mark Pruhenski](#)  
**Subject:** Cultural Council  
**Date:** Wednesday, March 23, 2022 11:03:25 AM

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**\*\*CAUTION:\*\***  
**\*\*This is an external email, be vigilant\*\***  
**\*\*\*Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe\*\*\***

Hi Mark,

At our last meeting, the council voted to recommend to the Selectboard that Sherrie Steiner be re-appointed to the Cultural Council. She was a member of the Council but resigned in the early days of the pandemic because she had poor internet connectivity. That is now resolved. I am wondering if she should send a new letter of intent or if the letter from her previous appointment is on file and will suffice.

--Patrick

## EXECUTIVE SUMMARY

**TITLE:** Establishment of a Monetary Fund for Future Housatonic Rest of River Committee work

**BACKGROUND:** The five-town intergovernmental Housatonic Rest of River (“ROR”) Committee, consisting of Lenox, Lee, Stockbridge, Great Barrington, and Sheffield, and operating under an Intergovernmental Agreement signed by the select boards of each town, has been working for many years to be the voice of the select boards in the proceedings with US EPA and GE in determining the cleanup of PCBs in the Housatonic River. The ROR Committee’s work to date has been paid for using funds appropriated annually by each Town.

As this Board is aware the Settlement Agreement between US EPA, GE, and other parties, including each of the ROR Towns, included the establishment of an Escrow Fund to hold the \$55 million payment to be made by GE. The terms of the Intergovernmental Agreement between the five Towns allow the Towns to use proceeds from the escrow to fund continuing efforts. In other words, rather than continuing to appropriate funds individually, the towns will be able to use funds from the settlement escrow in order to continue to obtain professional assistance during the implementation of the Housatonic River cleanup.

**RECOMMENDATION:** The Selectboard vote as follows:

Pursuant to the Intergovernmental Agreement, the Selectboard and the Rest of River Municipal Committee (“ROR Committee”) authorize the establishment of an administrative ROR Monetary Fund of \$1.5 million (to be funded following receipt of the funds in the escrow account established pursuant to a February 2020 Escrow Agreement ) to pay for all legal, consulting, or other expenses, fees or costs incurred by the ROR Committee in the administration, review, and legal work related to any revised Permit issued by EPA for the remedial work in the Housatonic River, and that Berkshire Regional Planning Committee (BRPC) be authorized as the fiscal agent for said ROR Monetary Fund. The Rest of River Municipal Committee, or its successor, is authorized to administer the monetary fund.

**WRITTEN BY:**

Assistant Town Manager /  
Director of Planning and Community Development

**DATE:** 4/20/22

**APPROVED BY:**

Town Manager

**DATE:** 4/20/22

## Clinton Church Restoration Proposal for Commemorating Elizabeth Freeman's 1781 Lawsuit for Freedom at the Berkshire County Courthouse in Great Barrington

Background: Elizabeth Freeman's case, *Brom and Bett vs. J. Ashley, Esq.*, was argued at the Berkshire County Courthouse in Great Barrington, situated at the intersection of Main Street and Castle Street near the present site of Great Barrington's Town Hall.

Objectives: We propose to commemorate this historic event in two ways:

- 1) Co-name the segment of Castle Street between the train tracks and Main Street *Elizabeth Freeman Place*.
- 2) Place an interpretive display on Town Hall campus.

Details:

- 1) Co-naming of street: street sign would be placed immediately under *Castle Street* sign. See example below.



- 2) Interpretive Display: Would place a rotating kiosk similar to that placed on the lawn of Clinton Church in Spring 2021 (<https://clintonchurchrestoration.org/outdoor-interpretive-display-installed/>).



- a. Each panel would include interpretative art and text.

- i. Art by African-American Artists from Berkshire County and elsewhere in Massachusetts.
  - ii. Historical Content
    - 1. David Glassberg, Professor of History, U. Mass
      - a. Graduate seminar in Museum & Historic site interpretation in Fall semester 2022
    - 2. Frances Jones-Sneed, Emeritus Professor of History, MCLA
- b. Planning Committee, encompassing representatives from CCR, GB Legacy Committee, Berkshire County NAACP, Multicultural BRIDGE and RSYF, would oversee selection of art, creation of text and design of exhibit.

Item 7. Addition of early May meeting to the Selectboard Meeting Schedule  
Selectboard's 2022 Regular Meeting Schedule

*As of 4/22/2022*

January 10	Second Monday
January 24	Fourth Monday
February 14	Second Monday
February 28	Fourth Monday
March 7	First Monday
March 28	Fourth Monday
April 11	Second Monday
April 25	Fourth Monday
May 11	Second Wednesday ( <i>Reorganization</i> )
May 23	Fourth Monday
June 6	Annual Town Meeting
June 9	Annual Town Meeting continued (if needed)
June 13	Second Monday
June 27	Fourth Monday
July 11	Second Monday
July 25	Fourth Monday
August 8	Second Monday
August 22	Fourth Monday
September 12	Second Monday
September 19	Third Monday
October 3	First Monday
October 24	Fourth Monday
November 7	First Monday
November 21	Third Monday
December 5	First Monday
December 19	Third Monday