

Mark Pruhenski
Town Manager

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Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Regular Meeting via Zoom
Order of Agenda for Monday, December 20, 2021, at 6:00 PM

Please click the link below to join the webinar:

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

Webinar ID: 84727797185

Passcode: 528528

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 June 16, 2021 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.

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

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
3. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
 - b. Welcome new patrol Officers and Sergeant
 - c. Citizen Petitions—Jan 3rd - Feb. 1st
4. LICENSES AND PERMITS
 - a. Annual License Renewals as per list attached (approval contingent upon submission of all required documentation and fees).
 - b. Pete Batacchi of Pete's Paving for Jerzy Szachniewicz for a driveway permit at 497 Main Street
 - c. Execute transfer of the Host Community Agreement at 82 Railroad Street from Green Railroad Group to OBCC LLC
5. NEW BUSINESS
 - a. Agricultural Committee Appointments

6. 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.

7. SELECTBOARD'S TIME

8. MEDIA TIME

9. ADJOURNMENT

NEXT SELECTBOARD MEETING

January 10, 2022

January 24, 2022

January 31, 2022 Priority Planning



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.

COMMON VICTUALLER ALL ALCOHOLIC RESTURANT

- 1 20 Railroad Public House/Schackdown, Inc.
- 2 Fiddleheads Grille Inc./Fiddleheads Grille
- 3 The Brick House Pub, Inc.
- 4 The Coffee Bar GB, LLC

RETAIL PACKAGE ALL ALCOHOLIC

- 1 Chelcon LLC/Trotta's Liquors

COMMON VICTUALLER

- 1 20 Railroad Public House/Schackdown, Inc.
- 2 Drake Petroleum Co, Inc./South Main Xtra Mart
- 3 Extra Special Teas
- 4 Farm Country Soup Inc.
- 5 Fiddleheads Grille Inc.
- 6 GB Chinese Food Inc./Great Wall
- 7 Granville House
- 8 KBLT, LLC/The Great Barrington Bagel, Co.
- 9 Patisserie Lenox
- 10 Potreros, LLC/Rio Café
- 11 Soco Creamery/South County LLC
- 12 The Brick House Pub
- 13 The Coffee Bar GB, LLC/Twoflower Café

HOURS

MONDAY-SATURDAY 12:00PM-9:30PM
MONDAY-SUNDAY 24 HOURS
MONDAY-SUNDAY 10:00AM-5:00PM
MONDAY-SUNDAY 10:00AM-4:00PM
MONDAY-SUNDAY 11:00AM -12:30AM
MONDAY-SUNDAY 11:00AM-10:30PM
MONDAY- SUNDAY 24 HOURS
MONDAY-SUNDAY 7:00AM-4:30PM
MONDAY-SUNDAY 8:00AM-6:00PM
MONDAY-SUNDAY 7:00AM-9:00PM
MONDAY-SUNDAY 12:00PM-10:00PM
MONDAY-SUNDAY 11:30AM-11:59PM
MONDAY-SUNDAY 7:00AM-3:00PM

CHANGES

WEEKDAY ENTERTAINMENT

- 1 20 Railroad Public House/Schackdown, Inc.
- 2 The Brick House Pub, Inc.

HOURS

MONDAY-SATURDAY 8:00PM-11:00PM
MONDAY-FRIDAY 9:00PM-1:00AM/SATURDAY 9:00PM-11:59PM

CHANGES (NO CHANGES REPORTED)

INN HOLDERS

- 1 Granville House
- 2 N & N Hospitality Inc./Monument Mountain Motel

MONDAY-SUNDAY 24 HRS
MONDAY-SUNDAY 24 HRS

CLASS II

- 1 Larkin Ltd.

Town of Great Barrington

Form date: August 2015

Selectboard

Fee \$50.00

paid #729

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 12/6/2021

Name of Applicant / Property Owner JERZY SZACHNIEWICZ

Mailing address 497 MAIN ST. RT 7 Gt. BARRINGTON, MASS

Phone number 310 384 4699

Location of proposed driveway / highway entrance 497 MAIN ST Gt. BARRINGTON

Contractor who will perform the work PETES PAVING + SWEEPING INC

Address & phone number of contractor 69 50 MAIN ST Shelburne MASS 01857 413 229-8503

Proposed construction date 12/27/21

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: Peter Sitnick

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:

Table with 4 columns: Received, Conditions Recommended, Other Permits Required. Rows: Conservation, Fire Chief, Planning.

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)

I HEREBY REPORT THAT THE BUILDING(S) SHOWN ON THIS PLAN ARE APPROXIMATELY LOCATED ON THE GROUND AS SHOWN THE BUILDINGS DO NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE H.U.D. FLOOD MAP. THIS PLAN IS NOT MADE FROM AN INSTRUMENT SURVEY.

THIS IS NOT A SURVEY AND IS SUBJECT TO ANY STATEMENT OF FACTS A SURVEY MAY REVEAL.

THIS PLAN IS NOT TO BE USED FOR BUILDING PERMITS, SPECIAL PERMITS, VARIANCES OR FENCES, OR ANY OTHER PURPOSE THAN TO DEMONSTRATE THAT THE BUILDINGS ARE ON THE LOT BEING CONVEYED BY DEED REFERENCED HEREON.

FOR ATTORNEY USE ONLY

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

LOCUS DEED: BK - 1155 PG - 5
PROPERTY ADDRESS: 497 MAIN STREET

LEGEND

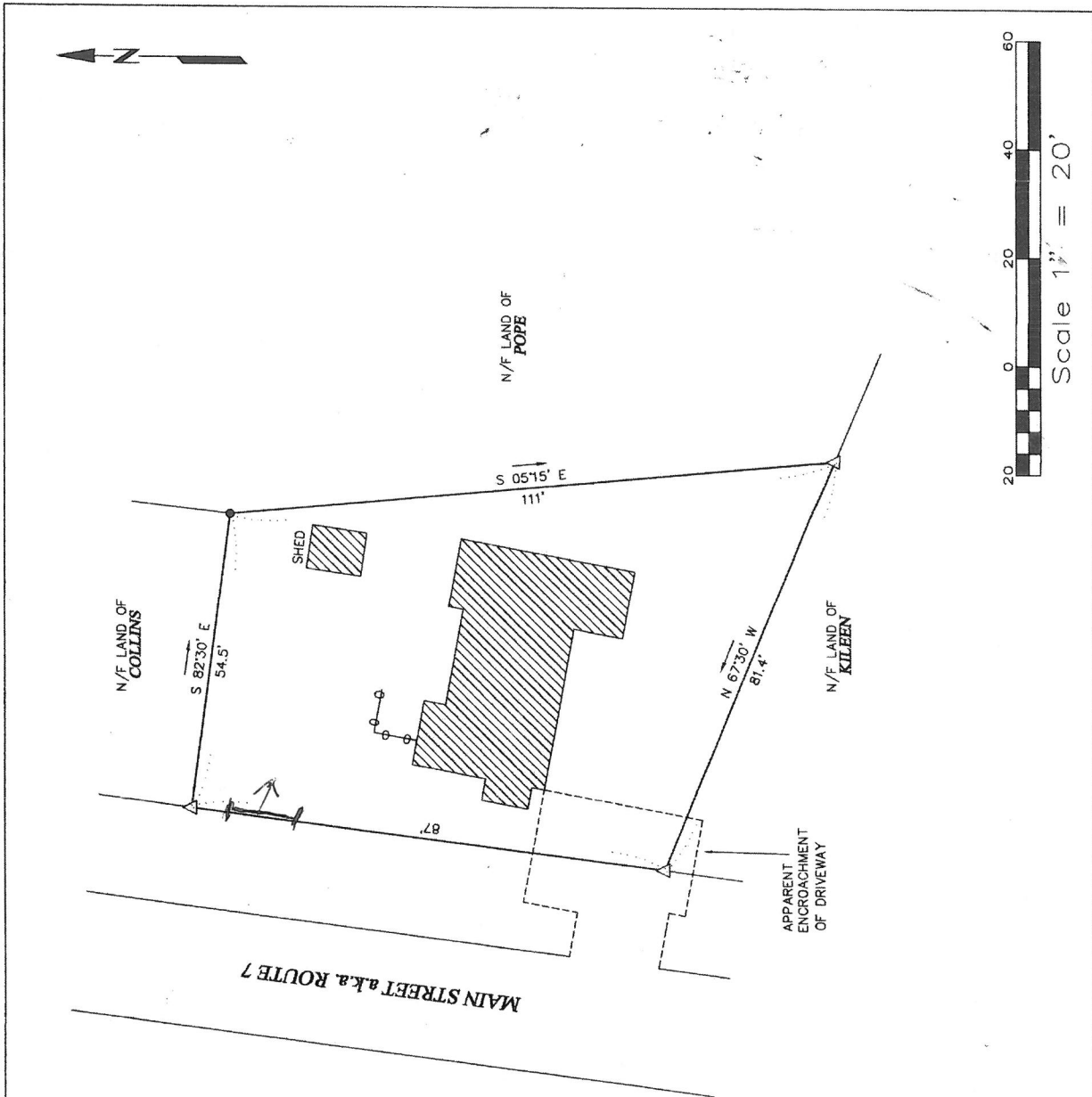
- △ POINT COMPUTED
- IRON PIPE FOUND
- WOOD FENCE



LOT PLAN PREPARED FOR
JERZY BOLESŁAW SZACHNIEWICZ
&
MALWINA JUSTYNA SZACHNIEWICZ
GREAT BARRINGTON, MASSACHUSETTS
SEPTEMBER - 2021 SCALE 1" = 20'
KELLY, GRANGER, PARSONS & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
312 MAIN STREET
P.O. BOX 88
GREAT BARRINGTON, MASSACHUSETTS 01230
PHONE (413) 528-3291
FAX (413) 528-1912

C:\Carlson Projects\GREAT BARRINGTON\MAIN STREET\SZACHNIEWICZ\SZACHNIEWICZ2921.DWG(CR)



Assignment and Assumption of Host Community Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of _____, 202_ (the "Effective Date"), by and between the TOWN OF GREAT BARRINGTON (the "Town"), GREEN RAILROAD GROUP INC. ("Assignor") and OBCC LLC, a Massachusetts limited liability company with an address of PO Box 2189, Pittsfield, MA 01202 ("Assignee").

WHEREAS, Assignor has entered into that certain Host Community Agreement with the Town, dated as of September 24, 2018 (the "HCA"), permitting the Assignor to operate as an Adult-Use Marijuana Retail Establishment at 82 Railroad Street, Great Barrington (the "Premises"), as attached hereto as Exhibit A;

WHEREAS, Assignor and Assignee have entered into that certain Share Purchase Agreement (the "SPA") dated September 16, 2021, pursuant to which Assignor has agreed to sell, transfer and assign to Assignee, upon the approval of the Massachusetts Cannabis Control Commission ("CCC"), its provisional license to operate as an Adult-Use Marijuana Retail Establishment at the Premises (the "Transfer");

WHEREAS, Assignor desires to sell, assign and transfer all of its rights and obligations under the HCA to Assignee, Town consents to such sale, assignment and transfer and the Assignee desires to assume all rights and obligations, all in accordance with and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, sells, conveys, transfers, sets over, delivers and assigns unto Assignee, its successors and assigns, all of the Assignor's respective right, title, and interest in and to the HCA in accordance with the terms of the SPA and the HCA. Assignor hereby delegates to Assignee all of Assignor's obligations under the HCA arising or accruing on or after the Effective Date.

2. Amendment to Section 13. Section 13 of the HCA is amended to provide notice to OBCC LLC. Notice to OBCC LLC shall be delivered to:

OBCC LLC
PO Box 2189
Pittsfield, MA 01202
Attention: Jeremy Bromberg

3. Representations and Warranties of Assignor. The Assignor hereby represents and warrants to the Assignee that (a) Assignor is the true and lawful owner of the HCA and has good and valuable title to the same; (b) the Assignor has made no prior assignment or sale of the HCA and that no other person or entity other than the Town has any right, title, or interest therein; (c) this Agreement constitutes a valid and binding agreement of the Assignor enforceable against the Assignor in accordance with its terms; (d) the execution, delivery and performance of this Agreement by the Assignor and the assignment of all its right, title, and interest in and to the HCA has been duly approved by all required action and does not contravene any agreement, contract, or legally binding agreement to which the Assignor is a party or by which it or its property, or the Assignor's property, is bound or any applicable law, rule or regulation or

any order, writ, injunction or decree of any court or governmental instrumentality; and (d) no liens, encumbrances, charges, or security interests of any kind exist on the date hereof against the HCA.

4. Representations and Warranties of Assignee. Assignee represents, warrants, and agrees that: Assignee is acquiring the HCA for its own use.

5. Approval. Assignor, Assignee and the Town acknowledge that this assignment of Assignor's assignment of its duties, rights and obligations under the HCA is contemplated by the SPA and the HCA, such that no further action will be required to effect this assignment after its execution by Assignor, Assignee and the Town.

6. Assumption by Assignee. Assignee hereby: (a) assumes and accepts the assignment of all of Assignor's right, title, and interest in and to the HCA; and (b) assumes and agrees to be bound by and perform all of the terms, duties, responsibilities, covenants, obligations and conditions of the Assignor, as applicable, under said HCA and of this Agreement in accordance with all of the terms and conditions thereof and hereof. Assignee hereby indemnifies and holds Assignor and the Town, and their respective managers, directors, employees, members, and agents harmless against any and all losses, costs, and expenses arising out of any obligations of Assignee relating to the HCA which occur on or after, or arise from events occurring on or after, the date hereof.

7. Absolute Conveyance. The conveyance of the HCA hereunder is an absolute transfer to Assignee.

8. Further Assurances. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment contained herein. Assignee shall promptly execute and deliver to the Town any additional instrument or other document which the Town reasonably requests to evidence or better effect the assignment contained herein.

9. Heirs, Successors, and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

10. Governing Law. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the Commonwealth of Massachusetts, without regard to conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction other than the Commonwealth of Massachusetts.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

12. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by all parties.

13. Defined Terms. Capitalized terms used herein, but not otherwise defined shall have the meanings ascribed to such terms in the HCA.

14. Complete Agreement. This Agreement constitute the complete and exclusive agreement between the parties with respect to the subject matter herein and thereof and replace and supersede any and all prior understandings, agreements, negotiations and discussions, both written and oral, between the parties hereto with respect to the subject matter hereof and thereof

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

THE TOWN OF GREAT BARRINGTON:

By _____
Name:
Title:

ASSIGNEE:
OBCC LLC
A Massachusetts limited liability company

By _____
Name: Jason Kabbes
Title: Managing Member

ASSIGNOR:
GREEN RAILROAD GROUP INC.
A Massachusetts corporation

By _____
Name: Paul Aronofksy
Title: Chief Executive Officer

Exhibit A
Host Community Agreement

**GREAT BARRINGTON AND
GREEN RAILROAD GROUP, INC.**

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this day of September 24, 2018 by and between Green Railroad Group, Inc. a Massachusetts corporation and, any successor in interest, with a principal office address of 68 Main Street, Lenox, Massachusetts 01240 (the “Company”), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the “Town”).

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Retail Establishment (the “Establishment”) for the retail sale of adult-use marijuana and marijuana products at a facility with two thousand eight hundred thirty-two (2,832) square feet of operation, located at 82 Railroad Street, Great Barrington, as shown as Assessor’s Map 19, Lot 63 (the “Facility”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

1. Recitals

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

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate,

occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments.

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual community impact fee to the Town, in the amount and under the terms provided herein (the "Annual Community Impact Fee").

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana related product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
2. The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30) and is payable no later than the twentieth (20th) day following the end of the quarter. The Annual Community Impact Fee for the company's first quarter of operation shall be prorated if the company is open for a portion of that quarter. The Annual Community Impact Fee payment shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate a new Annual Community Impact Fee; provided however, that the Annual Community Impact Fee shall not be reduced below the amount set forth above; provided further however, that if the law is amended to allow a community impact fee greater than three percent (3%) of gross revenue, the parties shall negotiate a new Annual Community Impact Fee prior to the respective five (5) year term.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Legal Fees

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

the Company elects, in addition to the Annual Community Impact Fee, to deposit an initial amount of \$5,000, to be deposited into an escrow account for purposes of covering legal expenses associated with this Agreement, with any unpaid balance to be paid by the Company, or unused funds to be returned to the Company.

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount no less than ten thousand dollars (\$10,000), said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the "Annual Charitable/Non-Profit Contribution"). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

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

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

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or

eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

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

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

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

6. Community Impact Hearing Concerns

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

7. Required Signage

The Company agrees to post clear and visible signage inside the Facility which establishes that adult-use marijuana is not legal in all states and that it may be illegal to transport marijuana or cannabis infused products outside of Massachusetts.

8. Additional Obligations

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

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

9. Re-Opener/Review

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

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

10. Support

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

11. Term

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

12. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written

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

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

13. Notices

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

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

To Licensee: Green Railroad Group, Inc.
 68 Main Street
 Lenox, MA 01240

14. Severability

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

15. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

16. Entire Agreement

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

17. Amendments/Waiver

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

18. Headings

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

19. Counterparts

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

20. Signatures

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

21. No Joint Venture

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

22. Nullity

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

23. Indemnification

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

24. Third-Parties

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

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

TOWN OF GREAT BARRINGTON

GREEN RAILROAD GROUP, INC.



Paul Aronofsky, Chief Executive Officer

Stephen Bannon, Chair Selectboard

On behalf of the
Town of Great Barrington

On behalf of
Green Railroad Group, Inc.



CITY OF PITTSFIELD
OFFICE OF THE CITY SOLICITOR, CITY HALL, 70 ALLEN STREET, SUITE 200,
PITTSFIELD, MASSACHUSETTS 01201

Tel. (413) 499-9352
solicitor@cityofpittsfield.org

November 10, 2021

Stephen Bannon, Chair
Great Barrington Selectboard
334 Main Street
Great Barrington, MA 01230

Re: Letter of Compliance for OBCC, LLC

Dear Mr. Bannon:

I am writing today regarding OBCC LLC's ("OBCC") Marijuana Establishment operations in City of Pittsfield specifically OBCC's compliance with the terms of the City of Pittsfield's Host Community Agreement. While OBCC's Marijuana Cultivation and marijuana Products Manufacturer facility is not yet operational in Pittsfield, OBCC has complied to date with the terms of its Host Community Agreement with the City of Pittsfield.

Please do not hesitate to contact this office with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Stephen N. Pagnotta". The signature is stylized and fluid.

Stephen N. Pagnotta
City Solicitor

December 4, 2021

Mr. Steve Bannon, Chair
Selectboard
Town of Great Barrington
Town Hall, 334 Main Street
Great Barrington, MA 01230

Re: Agricultural Commission Recommendations

Dear Mr. Bannon,

After meeting with the following two residents at our November 23rd meeting, the Agricultural Commission voted unanimously (4:0) to recommend their appointments to fill current vacancies on the Commission:

- ♦ Andrea Panaritis (30 Seekonk Rd.) for the full membership term expiring 2024.
- ♦ Randi Jordan (55 Blue Hill Rd.) for the alternate membership term expiring in 2024.

As a beekeeper, Andrea Panaritis has supported the Agricultural Commission's pollinator initiatives over the past six years. As a member of the Ag Commission, Andrea will be a great resource to help the Town continue advancing our trendsetting *Great Barrington Pollinator Action Plan*. Andrea's extensive philanthropic experience includes funding projects on farmland preservation, agroecology education and climate resilience. These are all vital issues for the Ag Commission's upcoming work on the *Growing Better Great Barrington* food system plan.

As a healthcare professional, Randi Jordan has recognized for many years the connection between human and environmental health and ecological farming/gardening practices. On her own property, she has hands-on experience with growing vegetables and herbs as well as with composting. She has enhanced pollinator-friendly land care practices, not only in her garden, but also on her lawn, fields and forest. Randi's research on season extension technologies (including passive or carbon-neutral greenhouses) will be a key resource for the Ag Commission's upcoming work on the *Growing Better Great Barrington* food system plan in collaboration with the Conway School of Sustainable Landscape Planning + Design.

We appreciate the Select board's taking into consideration these two recommended appointments which will fill all vacancies on the Great Barrington Agricultural Commission.

Sincerely,

Vivian Orłowski

Vivian Orłowski, Chair
Agricultural Commission

Andrea Panaritis
30 Seekonk Road
Great Barrington, MA 01230

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

Dear Mr. Pruhenski,

I write to respectfully apply for full membership on the Town's Agricultural Commission for the term expiring in 2024.

I am a resident of Great Barrington and have lived at 30 Seekonk Road for the last 12 years. I am a hobby beekeeper and have training in biodynamic agriculture from The Pfeiffer Center in Chestnut Ridge, NY.

My professional work for the past 29 years has been as the Executive Director of the Christopher Reynolds Foundation, a nonprofit philanthropic grantmaking organization concentrating on development, public policy and education. Among our initiatives on food and agriculture, the Foundation spearheaded a successful campaign to preserve one of the last working farms in Nassau County, NY. The Foundation currently focuses on climate resilience and climate justice; agricultural issues are, of course, paramount to this work. I am currently professionally involved in national and international issues and networks related to agroecology.

My formal educational background includes graduating Magna Cum Laude with Honors from Brown University and a Master of Arts degree in Technology and Public Policy from George Washington University.

I have deeply admired the work of the Agricultural Commission over the years, especially the Great Barrington Pollinator Action Plan. I look forward to learning from the Commission's current members, and to participating in their efforts on the upcoming *Growing Better Great Barrington* food system plan.

I will be pleased to answer any additional questions you may have.

With warm regards,

Andrea

November 28, 2021

Town Manager Mark Pruhenski
34 Main Street
Town of Great Barrington, MA 01230

Dear Mr. Pruhenski,

As a 26 year resident of Great Barrington, living at 55 Blue Hill Rd on almost 10 acres of woodland, field and lawn, I am applying to serve as an alternate member of the Great Barrington Agricultural Commission for the term ending in 2024.

I attended the recent November 23rd meeting of the Ag Commission and received their recommendation to join.

Since I was a young teenager living in Montgomery County, PA, I have cultivated, grown and studied herbs, and gardening, especially organic. I've been a member of the Massachusetts Chapter of the Northeast Organic Farming Association (NOFA) for many years and attended several NOFA conferences. When I attended Penn State University, I wanted to learn about Soil Renewal and composting using various waste sources to solve problems we already had in the 1980s. Life had other plans and I transferred to the Physical Therapy curriculum at Temple University. While Physical Therapy became my lifelong profession, I made a conscious decision at that time to focus on sustainability, environment, and health of our resources as my avocation.

Even when I had a very small income, I always bought local and organic and supported farmers by joining local Community Supported Agriculture (CSA) farms.

Tom and I have vegetable, herb and perennial gardens, along with fields we maintain to support wildlife, and we compost. We are planning to gradually turn our land into a permaculture/pollinator landscape and will research a passive, or carbon neutral, greenhouse to grow greens year-round. As I learn more about season extension technologies, I want to serve as a resource to the community by participating in the Agricultural Commission's Growing Better Great Barrington food system plan.

About four years ago, despite all my experience with gardening and ecosystems, I had my eyes opened to a new and disturbing fact. I attended a talk on pollinators by horticulturalist Bridghe McCracken at Helia Native Plant Center. I learned that our well-tended landscape was a food desert for native pollinators and thus for the birds and wildlife that rely on pollinators for survival. I also learned that millions of public and private acres were food deserts for our vital insects and animals. Since then, I've been educating myself, friends and neighbors and gradually transitioning our property to provide pollinator sustenance as modeled in the Great Barrington Pollinator Action Plan.

It is critical for Great Barrington to develop resilient local responses on food security, supply chain problems, ecosystem health and climate change. The Agricultural Commission is addressing these and related issues and I want to be part of that effort.

Thank you for your consideration of my application.

Sincerely,

Randi Jordan