

Jennifer Tabakin  
Town Manager

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



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2  
Fax: (413) 528-2290

# TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

## SELECTBOARD'S MEETING AGENDA

MONDAY, JUNE 25, 2018

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

### ORDER OF AGENDA

#### 7:00 PM - OPEN MEETING

##### 1. CALL TO ORDER:

##### 2. APPROVAL OF MINUTES:

- May 10, 2018 Special Meeting
- May 16, 2018 Special Meeting
- May 21, 2018 Regular Meeting

##### 3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

- A. General Comments by the Board.
- B. Set Date To Discuss Economic Development Committee Formation.
- C. Overview of Board Assignments. (Discussion/Vote)
- D. Discuss Issues Related to Policy Consideration Pertaining to Upcoming Tax Classification Hearing in August 2018 and Establishing Financial Policy in September 2018.

##### 4. TOWN MANAGER'S REPORT:

- A. Department Updates.
- B. Project Updates
  - Mass Works Grant Application.

##### 5. PUBLIC HEARING:

- A. National Grid and Verizon to replace existing pole 1 on Bridge Street to comply with safety construction standards required due to the Powerhouse Square project. Pole to be installed will be of fiberglass type. Without the installation of fiberglass pole then National Grid requires structural support either across Bridge Street (impedes Powerhouse Square project) or on same side of road (consuming parking spaces and impeding

pedestrian traffic). Pole location begins at a point approximately 215 feet South-East of the centerline of the intersection of Main Street. Location shown on the plan attached.  
(Discussion/Vote)

- a. Open Public Hearing
- b. Explanation of Project
- c. Speak in Favor/Opposition
- d. Motion to Close Public Hearing
- e. Motion re: Findings
- f. Motion re: Approval/Denial/Table

## **6. LICENSES OR PERMITS:**

- A. Peter Schulte for a Driveway Permit at 12 Cottage Street. (Discussion/Vote)
- B. Phornphimon “Jem” Ezinga/Steam Noodle Café LLC d/b/a Steam Noodle Café for 2018 Common Victualler License at 284 Main Street, Store #9.  
(Discussion/Vote)
- C. Jacqueline Bergman/Farm Country Soup Inc. d/b/a Farm Country Soup for 2018 Common Victualler License at 389 Stockbridge Road. (Discussion/Vote)
- D. Dave Ryel/Butternut Basin Inc. for Three (3) One Day Liquor Licenses for Berkshire Art Festival for July 6, 7 and 8, 2018 from 10:00 am – 6:00 pm at 380 State Road.  
(Discussion/Vote)
- E. Dave Isby/WSBS Radio/Sounds of Summer for Eight (8) One Day Weekday Entertainment Licenses for the 2018 “Sounds of Summer” concerts for July 3, 10, 17, 24, 31 and August 7, 14 and 21, 2018 from 6:00 pm – 8:00 pm at VFW, Route 7, Main Street.  
(Discussion/Vote)
- F. Erica Darling/Mahaiwe Performing Arts Center for permission to reserve 40 parking spaces in the Town Hall lot for Sunday, July 29<sup>th</sup>, 2018 from 2:00 pm – Midnight for Mahaiwe Annual Gala. (Discussion/Vote)
- G. Amy Rudnick/Mahaiwe Performing Arts Center for Sunday Entertainment License for Mahaiwe Gala for July 29, 2018 from 5:00 pm – 8:00 pm at the Tent behind Town Hall and Gazebo. (Discussion/Vote)
- H. Amy Rudnick/Mahaiwe Performing Arts Center for One Day All Alcoholic Liquor License for Mahaiwe Gala for July 29, 2018 from 5:00 pm – 8:00 pm on Town Hall Green. (Discussion/Vote)
- I. Tim Commerford/RW Commerford & Sons for Three (3) Weekday Entertainment Licenses for a Carnival from July 26 – 28, 2018 for Thursday and Friday from 6:00 pm – 10:00 pm and Saturday from 5:00 pm – 10:00 pm at the GB Fairgrounds, Main Street.  
(Discussion/Vote)
- J. Tim Commerford/RW Commerford & Sons for Sunday Entertainment License for a Carnival for July 29, 2018 from 12:00 Noon – 5:00 pm at the GB Fairgrounds, Main Street.  
(Discussion/Vote)
- K. Joanna Rothbard/American Art Marketing d/b/a Berkshires Arts Festival for Two (2) One Day Weekday Entertainment Licenses for July 6 and 7, 2018 from 1:00 pm – 4:00 pm at Ski Butternut, 380 State Road. (Discussion/Vote)
- L. Joanna Rothbard/American Art Marketing d/b/a Berkshires Arts Festival for Sunday

Entertainment License for July 8, 2018 from 12:30 pm – 3:30 pm  
at Ski Butternut, 380 State Road. (Discussion/Vote)

**7. NEW BUSINESS:**

- A. **SB – FY 19 Re-Appointments.** (Discussion/Vote)
- B. SB – Appointment of member to the Tree Committee. (Discussion/Vote)
- C. SB – Appointment of member to the Five Town Cable Advisory Committee.  
(Discussion/Vote)
- D. SB – Appointment of member to the Historic District Commission. (Discussion/Vote)
- E. SB - Appointment of Alternate member to the Historic District Commission.  
(Discussion/Vote)
- F. SB – Appointment of Fence Viewer. (Discussion/Vote)
- G. **TOWN MANAGER**
  - **FY 19 Re-Appointments.**
  - Appointment of Council on Aging member.
- H. **RETAIL MARIJUANA**
  - SB – Discuss Application for Host Agreement
  - SB – Approve Template for Host Agreement
  - SB – Consider Changes to Current Zoning

**8. CITIZEN SPEAK TIME:**

**9 SELECTBOARD’S TIME:**

**10. MEDIA TIME:**

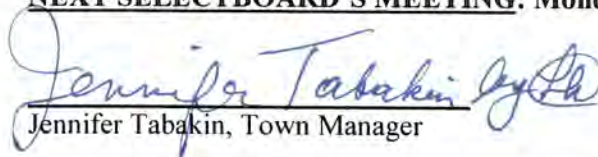
**11. ADJOURNMENT:**

**12. CONVENE INTO EXECUTIVE SESSION and Not to Return to Open Session**

- Town Manager’s Conference Room
- M.G.L. c 30A, sec 21 (a) (3) - To consider entering into an agreement to participate in mediation with the EPA pertaining to pending litigation with Environmental Appeals Board in Re: GE, RCRA Appeals Nos. 16-01, 16-02, 16-03, 16-04 & 16-05.

Roll Call Vote

**NEXT SELECTBOARD’S MEETING: Monday, July 9, 2018, 7:00 P.M.**

  
Jennifer Tabakin, 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 also be brought up for discussion to the extent permitted by law.*

Notice to Abutters:

In accordance with the provisions of Section 22, Chapter 166, of the General Laws, you are hereby notified that a public hearing will be held at the Great Barrington Town Hall, 334 Main Street, in the Selectboard Meeting Room, second floor at 7:00 PM, on Monday June 25, 2018 on the petition of National Grid to erect poles and wires upon, along, under, or across one or more public ways in the Town of Great Barrington abutting upon property owned by you.

Selectboard/Town Manager's Office  
Town of Great Barrington  
334 Main Street  
Great Barrington

Questions contact – Steve Hayward 413 528 7018  
**PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS**

North Andover, Massachusetts

To The Town Manager  
Of Great Barrington Massachusetts

NATIONAL GRID and Verizon New England, Inc requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:


Bridge St-National Grid to replace existing pole 1 on Bridge St to comply with safety construction standards, required due to the Powerhouse Square project. Pole to be installed will be of fiberglass type. Without the installation of fiberglass pole then National Grid requires structural support either across Bridge St (impedes Powerhouse Square project) or on same side of road (consuming parking spaces and impeding pedestrian traffic). Pole location begins at a point approximately 215 feet South-East of the centerline of the intersection of Main St.  
Location approximately as shown on plan attached

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Bridge St-Gt Barrington Massachusetts ,

**25812897** June 7, 2018

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID  
BY   
Engineering Department

VERIZON NEW ENGLAND, INC.

BY \_\_\_\_\_  
Manager / Right of Way



Christopher J. Lamarre, MAA  
Principal Assessor

Bruce Firger, Board Member  
John Katz, Board Member  
Carol Strommer, Administrative Assessor



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-2220 x 5  
Fax: (413) 528-2290  
E-mail: [clamarre@townofgb.org](mailto:clamarre@townofgb.org)

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### ASSESSORS' OFFICE

June 18, 2018

ABUTTERS TO SUBJECT PROPERTY OF: HARLAND B. FOSTER, INC 15 Bridge Street  
Map 19 Lot 135, Book 356 Page 197

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
19	129	Tom's Toys Building, LLC 297 Main Street Great Barrington, MA 01230-1608
19	136	Raifstanger LLC 35 Bridge St. Great Barrington, MA 01230-1310
19	133	Jean P. Andrews PO Box 419 Great Barrington, MA 01230-0419
19	131 & 132	Mickey & Jack LLC 85 Main St. Great Barrington, MA 01230-1307
19	134	Great Barrington Owners, LLC C/O Philips International 295 Madison Ave NYC, NY 10017-7766

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

Sincerely,

Christopher J. Lamarre, MAA  
Principal Assessor

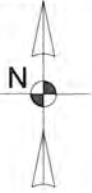
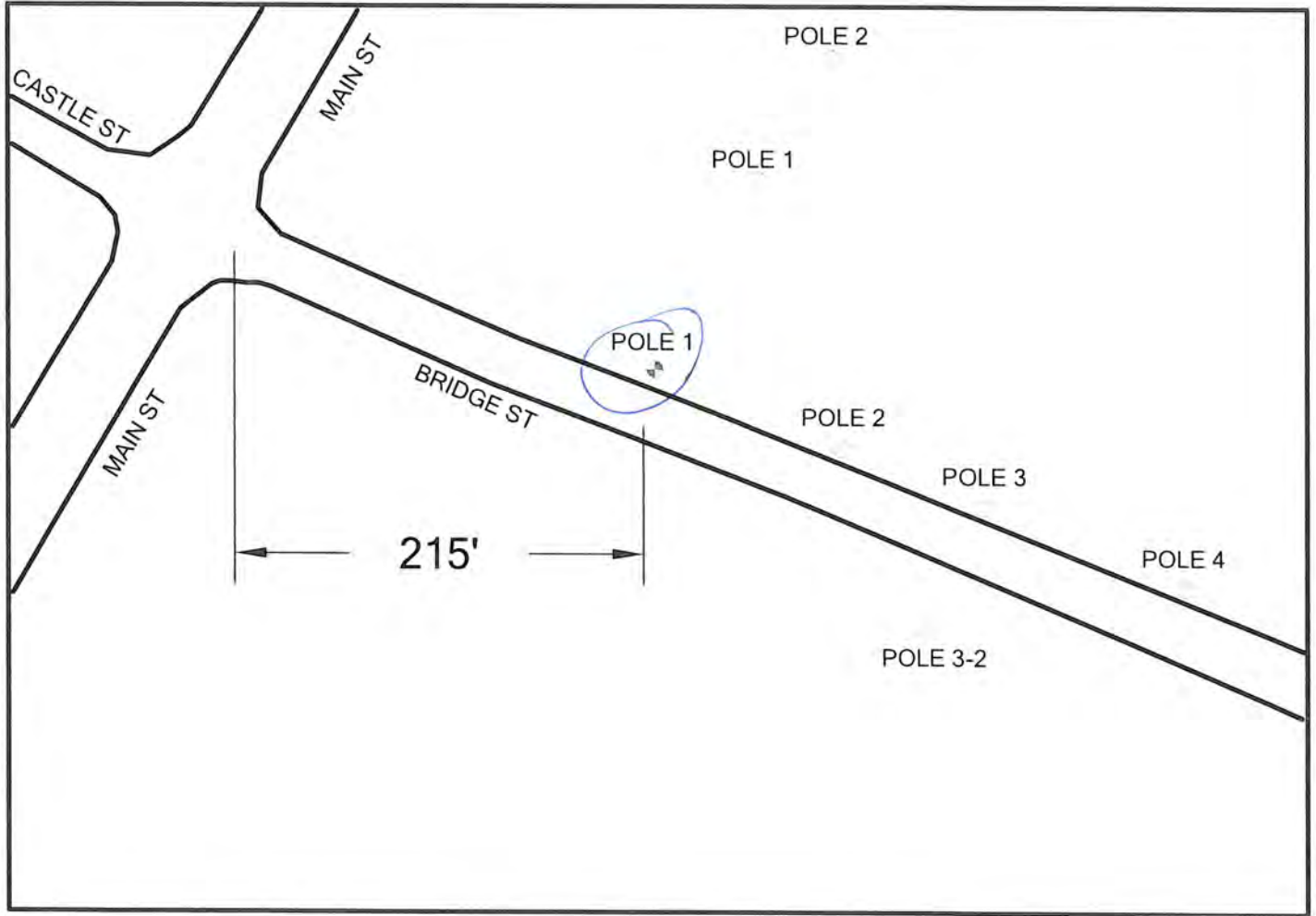


Exhibit A – Not to Scale

The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.

National Grid to replace existing pole 1 on Bridge St to comply with safety and construction standards required due to the Powerhouse Square project. Pole to be installed will be of fiberglass type. Without the installation of fiberglass pole then National Grid requires structural support either across Bridge St (impedes Powerhouse Square project) or on same side of road (consuming parking spaces and impeding pedestrian traffic).



**JOINT OWNED POLE PETITION**

- Proposed NGRID Pole Locations
- Existing NGRID Pole Locations
- Proposed J.O. Pole Locations
- Existing J.O. Pole Locations
- Existing J.O. Pole Locations To Be Replaced
- Existing NGRID Pole Location To Be Made J.O.
- Existing Pole Locations To Be Removed

DISTANCES ARE APPROXIMATE

**nationalgrid**  
And  
**Verizon New England, Inc.**

Date: 07 JUN 2018

Plan Number: 25812897

To Accompany Petition Dated:

To The: TOWN Of GREAT BARRINGTON

For Proposed: JO Pole: 1 Location: SIDE OF ROAD

Date Of Original Grant:

Town of Great Barrington

Form date: August 2015

Selectboard

Fee \$50.00 Paid OK # 252

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 6/7/18

Name of Applicant / Property Owner PETER SCHULTE

Mailing address 250 W. 24th St., Apt 13W, NY, NY 10011

Phone number 212-242-6852

Location of proposed driveway / highway entrance 12 Cottage St.

Contractor who will perform the work JR WILKERSON

Address & phone number of contractor 622 Boardman St. Sheffield 01257, 413-394-0236

Proposed construction date AUGUST/SEPTEMBER 2018

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 Schulte

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 (x) approved with conditions attached ( ) disapproved for reasons attached ( ) resubmitted with changes suggested per attached

Staff Reviews Received:

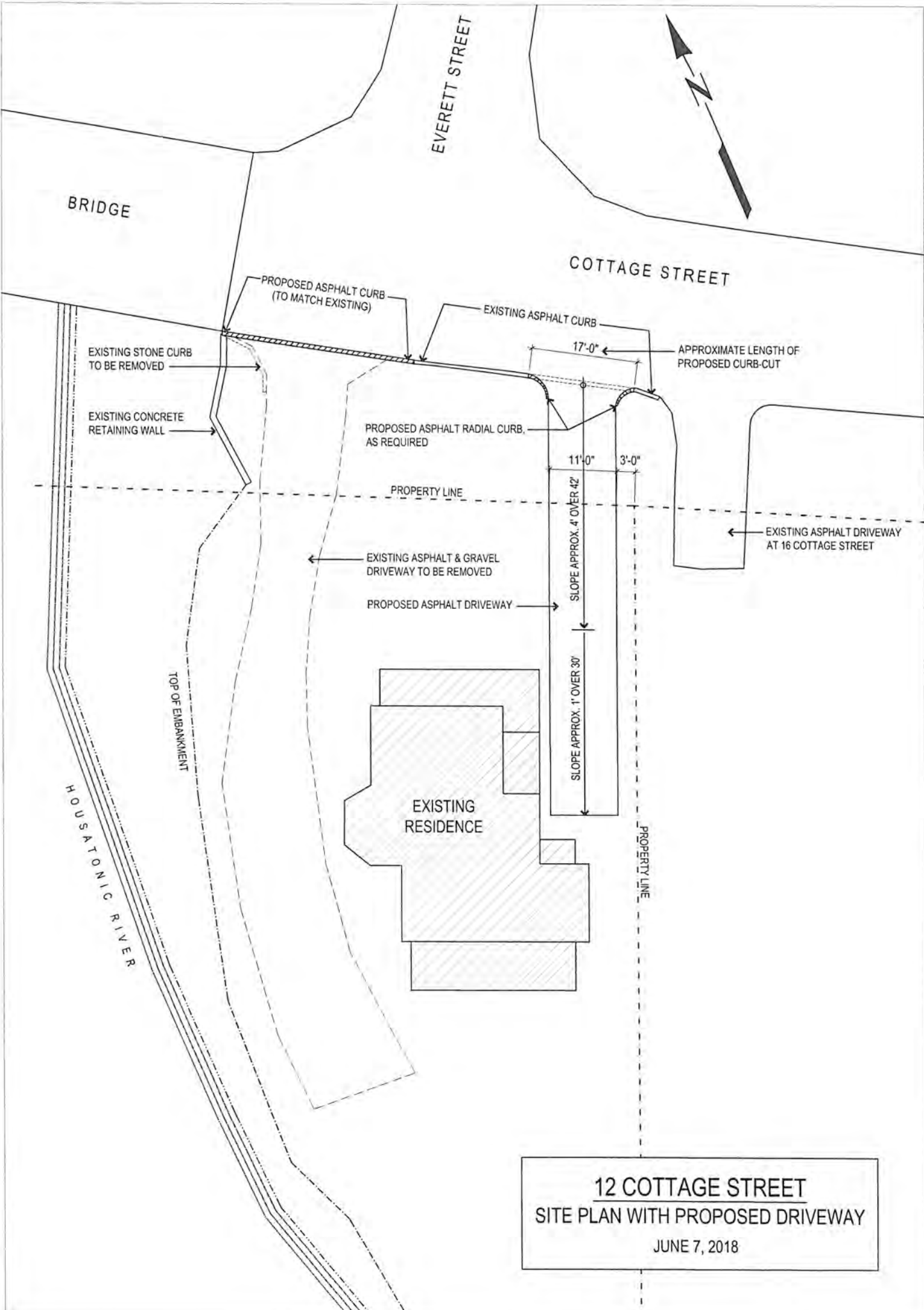
Table with 3 columns: Received, Conditions Recommended, Other Permits Required. Rows: Conservation, Fire Chief, Planning.

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)





**12 COTTAGE STREET**  
 SITE PLAN WITH PROPOSED DRIVEWAY  
 JUNE 7, 2018

Pete Soules  
Highway-Facilities Superintendent

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



20 East Street  
Great Barrington, MA 01230

Telephone: (413) 528-2500  
Fax: (413) 528-2290

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

Department of Public Works  
Highway Division

### Conditions on Application for Access to Public Way

Applicant: Peter Schulte  
Location: 12 Cottage St  
From: Pete Soules Highway Superintendent *SV*  
Date: June 14, 2018

1. The applicant shall construct the proposed access to conform to the following applicable criteria listed under **Section 153-14, Design requirements** of the Town of Great Barrington Code:
  - B. Driveway location as shown on the attached plan is acceptable, with regards to alignments with the way, profile, sight distance conditions and not located at the extreme edge of the property.
  - C. No more than two (2) driveways shall normally be allowed for any property, unless there is a clear necessity for more.
  - D. Driveways shall not normally be approved at intersections, because of potential safety hazards.
  - E. Culverts taking the place of roadside ditches shall have a diameter of not less than 15" (*A culvert is not required at this location*)
  - F. Entrance elevation at the point of entry into the public right-of-way shall be no more than the elevation of the shoulder of the road.
  - G. Driveways should be so constructed that water from the driveway shall not drain onto the crown of the road.
  - H. In no instance shall the edge of the driveway entering onto the road conflict with the flow of surface water runoff.

- I. Driveway width shall not be less than 8-feet or more than 16-feet within the town right-of-way. Any curb at the entrance shall be rounded off with a radius of three (3) feet.
  - J. Pitch of driveway shall be downward from the edge of the road to sideline of the town right-of-way or front property line.
  - K. Driveways should be located to the best advantage with respect to the alignment with the way, profile and sight distance conditions. In no instance shall a driveway intersect the way at less than a sixty degree angle. Unless there is no alternative, a driveway should not be located within a required side yard.
  - L. No permit shall be issued for any driveway to a structure or proposed structure on a grade in excess of ten percent (10%) above the road or street level until and unless the applicant submits plans to the Highway Superintendent showing that the driveway will be constructed in a such a way so as not to discharge water, stones or other materials onto any public street, road or highway.
2. Install a paved driveway apron in accordance with the following requirements:
    - A. Apron dimensions: Width = 22-feet maximum along the roadway which includes a 3-foot radius curb on each side. Length = 5-feet minimum from edge of roadway. **(The Apron shall have a 1.5" raised lip along curb line)**
    - B. Place 3-inches of bituminous concrete on 12-inches of compacted gravel.
    - C. Place asphalt tack coat along the edge of the road where the apron meets the edge of the existing pavement.

***The applicant agrees to notify the Highway Superintendent (528-2500) at least 48 hours prior to the installation of the paved apron.***

3. Should there be, after completion of the driveway, discharges of water, stones, or silt onto the public way or onto property of any abutters or neighbors, the property owner shall take whatever steps are necessary to eliminate such discharges.
4. The applicant shall maintain the proposed access to conform to the following applicable condition listed under **Section 153-17, Continuing responsibility of owners**, of the Town of Great Barrington Code:

Abutting property owners shall be responsible for keeping culverts under their driveways cleared and for maintaining driveways in condition conforming to the requirements of the permit.





12 Cottage Street  
Looking West



12 Cottage Street  
Looking East



## Amy Pulver

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**From:** Chris Rembold  
**Sent:** Monday, June 11, 2018 1:32 PM  
**To:** Amy Pulver; Sean Van Deusen; Pete Soules; Great Barrington Conservation Commission; Charles Burger  
**Cc:** Jackie Dawson; Helen Kuziemko  
**Subject:** RE: New Driveway Permit Application, 12 Cottage Street

I have no issues with this proposal.

---

Christopher Rembold, AICP  
Town Planner  
Town of Great Barrington  
(413) 528-1619, ext. 7

**From:** Amy Pulver  
**Sent:** Thursday, June 07, 2018 11:29 AM  
**To:** Sean Van Deusen; Pete Soules; Great Barrington Conservation Commission; Charles Burger; Chris Rembold  
**Cc:** Jackie Dawson; Helen Kuziemko  
**Subject:** New Driveway Permit Application, 12 Cottage Street

Good Morning Everyone,

Please find attached a new driveway application from Peter Schulte for 12 Cottage Street. This will be placed on the Selectboard Agenda for June 25<sup>th</sup> and so we must have all responses back by Tuesday June 19<sup>th</sup>. Please do let me know right away if this isn't possible.

My best,  
Amy

Amy Pulver  
Administrative Assistant  
Selectboard / Town Manager's Office  
Town of Great Barrington  
413.528.1619  
413.528.2290 fax  
[www.townofgb.org](http://www.townofgb.org)

## Amy Pulver

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**From:** Charles Burger  
**Sent:** Thursday, June 07, 2018 1:16 PM  
**To:** Amy Pulver; Sean Van Deusen; Pete Soules; Great Barrington Conservation Commission; Chris Rembold  
**Cc:** Jackie Dawson; Helen Kuziemko  
**Subject:** RE: New Driveway Permit Application, 12 Cottage Street

No issues for the FD.

Charles Burger  
Chief, Great Barrington Fire Department  
37 State Rd.  
Great Barrington, MA 01230  
Phone: 413-528-0788  
Fax: 413-528-8315

**From:** Amy Pulver  
**Sent:** Thursday, June 07, 2018 11:29 AM  
**To:** Sean Van Deusen; Pete Soules; Great Barrington Conservation Commission; Charles Burger; Chris Rembold  
**Cc:** Jackie Dawson; Helen Kuziemko  
**Subject:** New Driveway Permit Application, 12 Cottage Street

Good Morning Everyone,

Please find attached a new driveway application from Peter Schulte for 12 Cottage Street. This will be placed on the Selectboard Agenda for June 25<sup>th</sup> and so we must have all responses back by Tuesday June 19<sup>th</sup>. Please do let me know right away if this isn't possible.

My best,  
Amy

Amy Pulver  
Administrative Assistant  
Selectboard / Town Manager's Office  
Town of Great Barrington  
413.528.1619  
413.528.2290 fax  
[www.townofgb.org](http://www.townofgb.org)

Shepley Evans  
Conservation Agent

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



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-1619 ext. 122  
Fax: (413) 528-2290

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### CONSERVATION COMMISSION

June 7, 2018

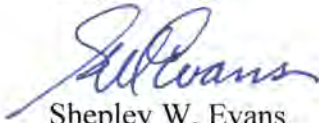
Great Barrington Selectboard  
Town Hall, 334 Main Street  
Great Barrington, MA 01230

Re: Application of Peter Schulte for Access to a Public Way/Driveway Permit  
at #12 Cottage Street, Great Barrington.

Dear Selectboard:

At its regularly scheduled meeting on May 23, 2018, the Great Barrington Conservation Commission held a public hearing on the Notice of Intent (DEP File# 167-0417) filed by Mr. Schulte for various work at #12 Cottage Street, including the new driveway. The Commission approved all of the proposed work, including the new driveway, and subsequently has issued an Order of Conditions which has been recorded at the Registry of Deeds in Book 2475 Page 330.

Respectfully,

  
Shepley W. Evans  
Conservation Agent

2018  
**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GREAT BARRINGTON  
APPLICATION FOR COMMON VICTUALLER LICENSE**

**FEE:** \$25.00 (Payable to the Town of Great Barrington) **DATE:** 6/11/2018

*paid OK # 1012*

**NOTICE:**

As provided by MGL Chapter 140, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

**TO THE LICENSING AUTHORITY:**

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

**OWNER(S) NAME:** PHORNPHIMON "JEM" EZINGA

**NAME OF BUSINESS:** STEAM NOODLE CAFE LLC

**D/B/A (if applicable):** STEAM NOODLE CAFE

**BUSINESS MAILING ADDRESS:** PO BOX 152 HOUSATONIC MA 01236-0152

**BUSINESS TELEPHONE:** 413-376-8285 **HOME TELEPHONE:** \_\_\_\_\_

**LOCATION WHERE LICENSE IS TO BE USED:** 284 MAIN STREET STORE #9

GREAT BARRINGTON MA 01230

**DAYS OF OPERATION:** 7 Days

**HOURS OF OPERATION:** 11:00 am - 7:00 pm

**DESCRIPTION OF PREMISES:** approx 400 sq ft divided between kitchen and seating. Take out or dine-in.

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.

STEAM NOODLE CAFE LLC

Signature of Individual or Corporate Name

By: Phornphimon Ezinga  
Corporate Officer (if applicable)

SS# \_\_\_\_\_ or FID# 82-4631812



The Commonwealth of Massachusetts  
Town of Great Barrington  
DBA

No. 99-18

New   
Renew

**BUSINESS CERTIFICATE**

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of

STEAM Needle Cafe  
is conducted at 284 Main St Store # 9 Great Barrington MA  
for the purpose of (type of business) Restaurant  
in Great Barrington, by the following person(s).

Please be advised that the attached Business Certificate is only valid if the business has followed the Town of Great Barrington Zoning Bylaws. It is the responsibility of the business owner to be sure that the business meets all the qualifications as required by law.

It is the responsibility of the person who has filed such a certificate, upon his discontinuing such business or changing location, to file a statement in the office of the Town Clerk and pay the fee per Mass General Law, C. 110, §5.

I have read the above statement and understand the terms of the Business Certificate provided to me by the Town clerk's Office.

**FULL NAME**

Phornphimon Ezinga

Robbin Ezinga

**Residence Street Address  
and Mailing Address**

212 Pleasant St

PO Box 152

Housatonic MA

01236

Phone#: 413-376-8286

**SIGNED:**

Phornphimon Ezinga

Robbin Ezinga

**Federal Tax ID#:**

82-4631812



THE COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GREAT BARRINGTON  
BERKSHIRE COUNTY  
BUSINESS CERTIFICATE  
2018

Date: JUNE 11, 2018

Personally appeared before me,

PHORNPHIMON EZINGA AND ROBBIN EZINGA

DBA: STEAM NOODLE CAFE

And made an oath that the foregoing statement is true:

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

Expiration Date: JUNE 11, 2022

Mary Ryan, MMC  
Town Clerk

RECEIVED  
TOWN MANAGER

JUN 7 2018

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GREAT BARRINGTON  
APPLICATION FOR 2018 ANNUAL COMMON VICTUALLER LICENSE

FEE: \$25.00 (Payable to the Town of Great Barrington) DATE: June 18  
*paid*

**NOTICE:**

As provided by MGL Chapter 140, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

**TO THE LICENSING AUTHORITY:**

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

OWNER(S) NAME: Jacqueline Bergman  
NAME OF BUSINESS: Farm Country Soup INC  
D/B/A (if applicable): Farm Country Soup  
MAILING ADDRESS: PO Box 1149 Sheffield, MA 01257  
413 528  
BUSINESS TELEPHONE: 0040 CELL PHONE: 413 358 8312  
EMAIL: info@farmcountrysoup.com  
LOCATION WHERE LICENSE IS TO BE USED: 389 Stockbridge Rd  
Great Barrington, MA 01230  
DAYS OF OPERATION: mon - sun  
HOURS OF OPERATION: 7AM - 9PM  
DESCRIPTION OF PREMISES: store, soupery, cafe  
OUTSIDE SEATING: 20

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.

J Bergman  
Signature of Individual or Corporate Name

By: \_\_\_\_\_  
Corporate Officer (if applicable)



Fee: \$25.00 (per day) <sup>3</sup> x 3 = 75.00



**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: DAVE REEL

Organization Name: BUTTERNUT BASIN INC.

Applicant's Address: 380 STATE RD., G.B., MA 01230

Telephone Number: 413-528-2000 x154

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

Event: BERKSHIRE ART FESTIVAL

Date: FRI - 7/6/18 Start Time: 10 am End Time: 6 pm  
SAT - 7/7/18  
SUN - 7/8/18

Event Address: 380 STATE RD., G.B., 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.

D.R. TR  
Signature of Applicant

6/11/18  
Date

**FOR TOWN USE:**

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





4B. selectmen  
 FAX: 528-2290

rite a description for your map.





**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: WSBS Radio / Sounds of Summer

Business/Organization: \_\_\_\_\_

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

Address: 425 Stuckbridge Rd

Mailing Address: Great Barrington, MA 01230

Phone Number: 413-528-0860

Email: david.isby@townsquaremedia.com

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

Live band with up to 6 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): V.F.W., Rt. 7/Main St.,  
Great Barrington, MA 01230

Date(s) of Entertainment\*: 7/3, 7/10, 7/17, 7/24, 7/31, 8/7, 8/14 + 8/21/2018  
\*Does not include SUNDAY

Start & End Times of Entertainment: 6P-8P

**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.

David Soley  
Signature of Individual or  
Corporate Officer

6/8/18  
Date

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

**TOWN USE ONLY:**

DRT Review with Conditions: Vendors selling or serving food must contact the  
Health Dept 2 weeks prior. Stage must be accessible as per  
521 CMR. (CR)

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

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

**2018 "Sounds of Summer"  
agreement between**


**Great Barrington V.F.W. & WSBS Radio**

**The Great Barrington V.F.W. agrees...**


- To give WSBS the use of your grounds located at 800 Main Street, Great Barrington, every Tuesday in July (starting 3<sup>rd</sup>) & August of 2018 (7/3, 7/10, 7/17, 7/24, 7/31, 8/7, 8/14 & 8/21)
- To let WSBS park a large vehicle or trailer on the grass grounds near the power source next to the pavilion (to be used as staging for bands).
- To waive the \$75.00 V.F.W. Vendor Fee on dates listed above between 6-8PM
- To stake/display at the front of the V.F.W. property (near Route 7), a sign/banner provided by the radio station throughout the summer.
- To let WSBS install additional signage/banners/posters, etc to be placed on property at various locations and to be removed at the conclusion of each concert.
- To let visitors/concert goers to park on the grass in the front area near the VFW sign and continuing back as necessary. Additional parking on the left side grassy area would be made available (if needed).
- To provide a minimum of six (6) 55-gallon drum trash barrels

**WSBS Radio agrees...**

- To provide vehicle parkers (Yankee Street Rods)
- To provide two (2) additional porta-potties on Sounds of Summer evenings.
- To cleanup grounds after each event.
- Mention the VFW in all promotional announcements (live & pre-recorded) from April through August 2018.
- Allow the V.F.W. provide food IF our vendors do not appear in any given week

  
Dave Isby/GM WSBS

///////  
Date

  
Representative of V.F.W.

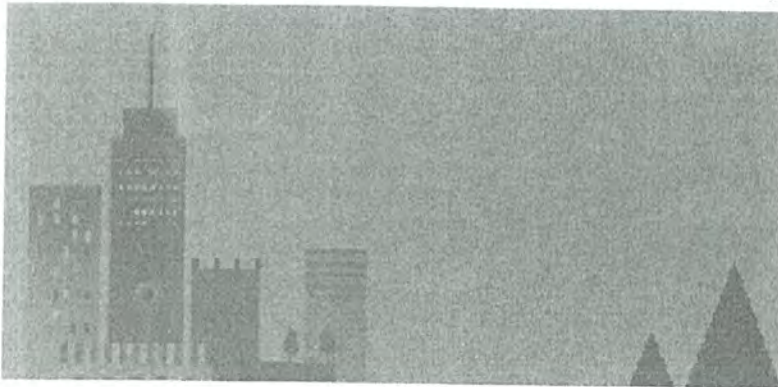
6/11/2018  
Date



# Google Maps Veterans of Foreign Wars



Imagery ©2017 Google, Map data ©2017 Google 50 ft



## Veterans of Foreign Wars

4.0 ★ ★ ★ ★ · 2 reviews

Veterans Organization

📍 800 Main St, Great Barrington, MA 01230

☎ (413) 528-9701

[Add missing information](#)

[Review summary](#)



June 4, 2018

Jennifer Tabakin  
Town Manager  
334 Main Street  
Great Barrington, MA 01230

FOUNDER  
Lola Jaffe

EXECUTIVE DIRECTOR  
Beryl Jolly

Dear Jennifer,

The Mahaiwe Performing Arts Center will hold its annual Gala on Sunday, July 29. The Gala evening begins with a dinner at 5:30 pm, which will be held in a tent on the lawn above Town Hall, followed by a performance featuring Whoopi Goldberg at the Mahaiwe at 8:00 pm. The evening will end at approximately 11:00 pm.

Dinner patrons will be walking from the Town Hall lawn to the theater by way of Castle Street. The Mahaiwe requests permission to:

- Reserve the 40 parking spaces in the Town Hall lot by posting signs stating "No Parking Sunday July 29, 2pm – midnight," allowing for monitored VIP parking during the event.

We ask for the approval of this plan by the appropriate town managers and the Board of Selectmen. As you know, the Gala is the most important fundraising event of the year for the Mahaiwe, and one of the major cultural events of the year in Great Barrington. As such, the Gala is critical to meeting our income goals.

Thank you for your assistance, and please contact me at 413.644.9040 x107 if you require any further information.

Sincerely,

  
Erica Darling  
Membership and Special Events Coordinator

RECEIVED  
TOWN MANAGER

JUN 8 2018

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA





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

Exact Location of Entertainment (include sketch): Tent behind  
TOWN Hall and Eazebo

Date(s) of Entertainment: Sunday, July 29, 2018

Start & End Times of Entertainment: 5:00 to 8:00 pm

**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.

Amy Rudnick 6.7.18 \_\_\_\_\_  
 Signature of Individual or Date SS# or FID#  
 Corporate Officer

**TOWN USE ONLY:**

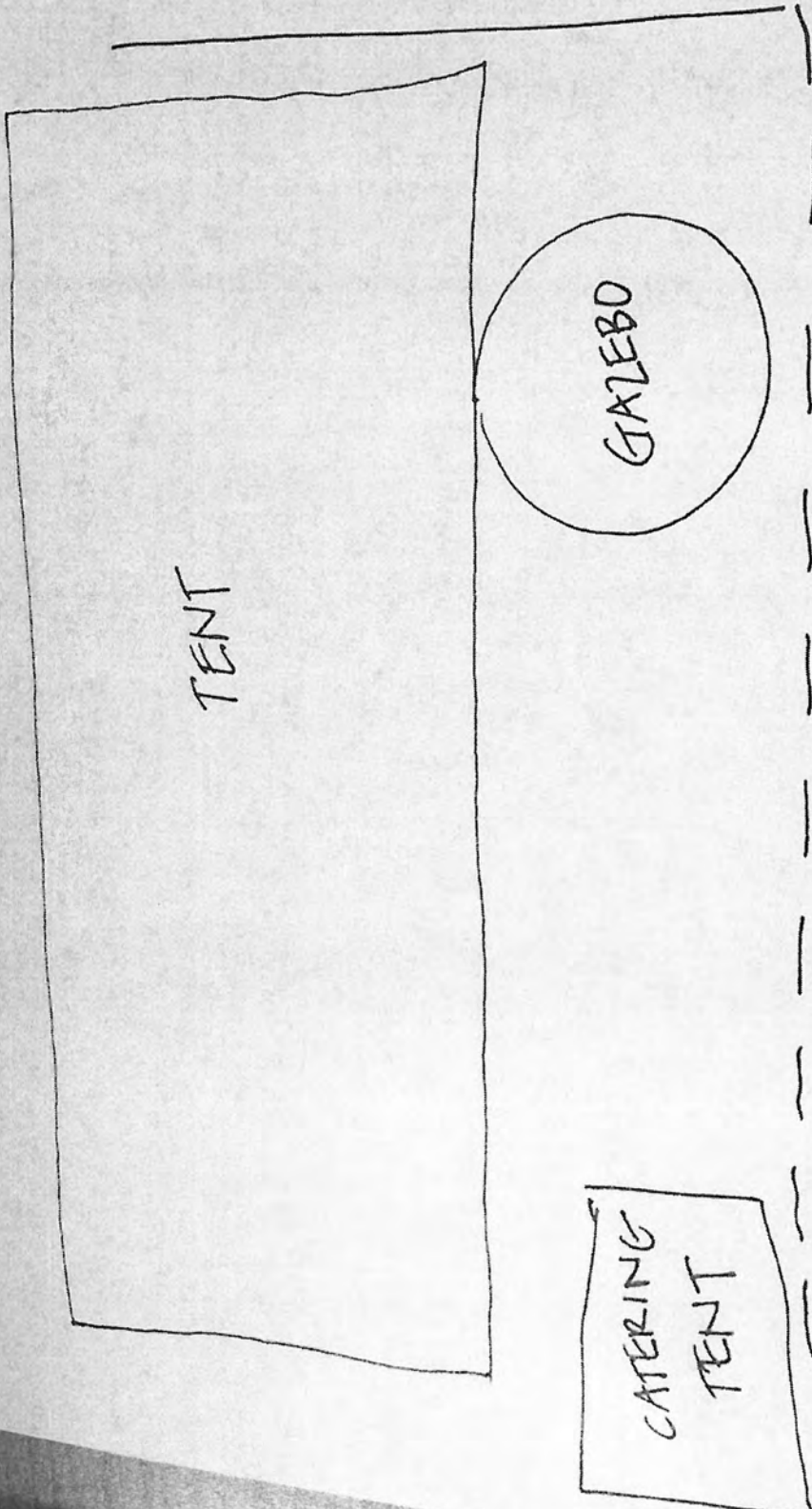
DRT Review with Conditions: See attached memo. (CP)

APPROVAL DATE: \_\_\_\_\_ LICENSE # \_\_\_\_\_

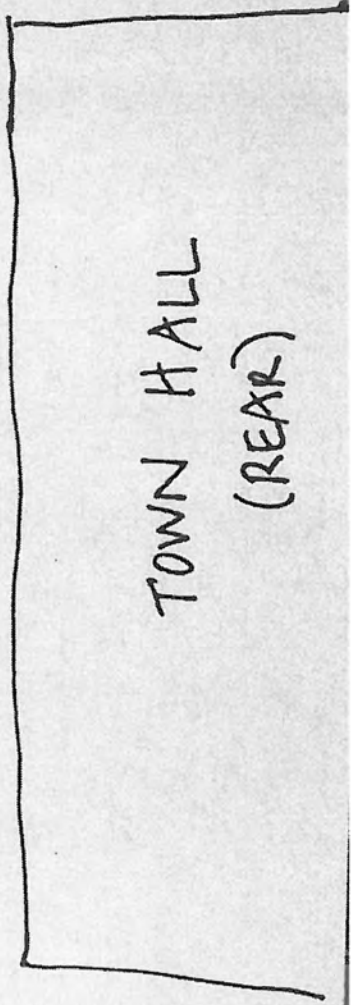
- \* Restrooms in Mahaimie to be used
- \* Dumpster rented for trash
- \* Parking by patrons behind Town Hall and in BCC + Wheeler + Taylor lots. Police to be aware of increased foot traffic on Main + Castle St. intersection, please.



TO PEDESTRIAN TUNNEL  
←



PARKING



**Subject: Mahaiwe Gala July 29, 2018**

The DRT reviewed the plans for the Mahaiwe Gala on July 29. This event generally has been well coordinated with the Town. We note: (1) The gala tents shall not be set up until Saturday afternoon, after the Friday and Saturday gazebo concerts are over for the week; (2) Food permits shall be in place with the Health Dept 2 weeks prior to the event; (3) the event organizer shall contact the DPW Superintendent at least one week prior to discuss staging and parking at Town Hall.

---

**Christopher T. Rembold, AICP**

Town Planner  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230  
Ph: (413) 528-1619, x. 7  
[www.townofgb.org](http://www.townofgb.org)

**PARK USAGE REQUEST**

Approved by  
Parks  
5-14-18

NAME OF ORGANIZATION: Mahaiwe Performing Arts Center

ADDRESS OF ORGANIZATION: PO Box 690, 244 Main St., GB, MA 01230

ADULT RESPONSIBLE FOR EVENT: Amy Rudnick, Event Planner

PHONE/CELL NUMBER: 413.441.1145

FAX NUMBER:

EMAIL ADDRESS: amy@amyrudnick.com

PARK SPACE REQUESTED: Town Hall Green

DATE(S): Sunday, July 29, 2018

TIME(S): 5:00 pm to 8:00 pm

DESCRIPTION OF EVENT: Annual Gala Fundraising Dinner

ADMISSION FEE  Yes  No

ESTIMATED ATTENDANCE: 250

# OF ADULT CHAPERONES: N/A

**\*A Certificate of Liability Insurance is REQUIRED. If alcohol is being served a Certificate of Liquor Liability Insurance is also required. A letter from your insurance agent is NOT acceptable.**

If requesting to use the space for multiple days, please provide details:  
Mahaiwe Tent to set up tent on July 27; removed July 30.

**IF APPLICABLE:** POLICE: X BOARD OF HEALTH (if food is to be served): X

SELECTBOARD'S OFFICE (ALCOHOL OR ENTERTAINMENT): X

DPW FOR GARBAGE PICK-UP: EMT PRESENT: FIRST AID AVAILABLE:

Please provide additional information that would be helpful for the Commission in approving your request.  
Certificate of insurance attached.

The following is an outline of logistics for the day:

Food: Catering by The Old Inn on the Green

Entertainment: TBD. Will apply for entertainment license.

Alcohol: Will apply for one day liquor permit

Set-up/Clean-up: Set-up at 9:00 am on day of event. Breakdown immediately following.

Parking: Around Town Hall and street parking

**DON'T FORGET TO ATTEND THE SCHEDULED MEETING!**

RECEIVED  
TOWN MANAGER

JUN 7 2018

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

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: Amy Rudnick, Event Planner for

Organization Name: Mahaiwe Performing Arts Center

Applicant's Address: PO Box 690, GB, MA 01230

Telephone Number: 413 441-1145

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

**ONE DAY ALL ALCOHOLIC**

Event: Mahaiwe 2018 Gala

Date: Sun, 7/29/18 Start Time: 5:00 pm End Time: 8:00 pm

Event Address: Town Hall Green, GB

Is the Event on Town property?  YES  NO

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

- OK 1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
- OK 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.)
- OK 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.

Amy Rudnick  
Signature of Applicant

6.7.18  
Date

FOR TOWN USE:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_





(3)

**TOWN OF GREAT BARRINGTON**

**Temporary Weekday Entertainment License Application**

\$25.00 per day

paid P OK 15955

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: Tim Commerford

Business/Organization: R.W. Commerford, SWS

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

Address: 48 Barrington Rd. Gosham, Ct. 06756

Mailing Address: PO Box 188

Phone Number: 860-480-3697\*

Email: TM 72491@aol.com

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

**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) Carnival

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



**Subject:** RW Commerford - Carnival, July 26-29 at Fairgrounds

On 6/12/18 the DRT reviewed the proposed Carnival and has no issues. Last year this went well and there were not problems. We note the following:

Electrical permits will be required, and food vendors must be coordinated with the Health Department 2 weeks prior to the event. State inspectors will inspect the rides. The grandstands and wetland areas must be closed off so that no one enters those areas.

Chris

---

**Christopher T. Rembold, AICP**

Town Planner  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230  
Ph: (413) 528-1619, x. 7  
[www.townofgb.org](http://www.townofgb.org)

1

On

File  
BY:

LB

2018  
6/12/18  
10:23 AM  
C:\Users\chrisr\Documents\2018\6/12/18\10:23 AM

7/5

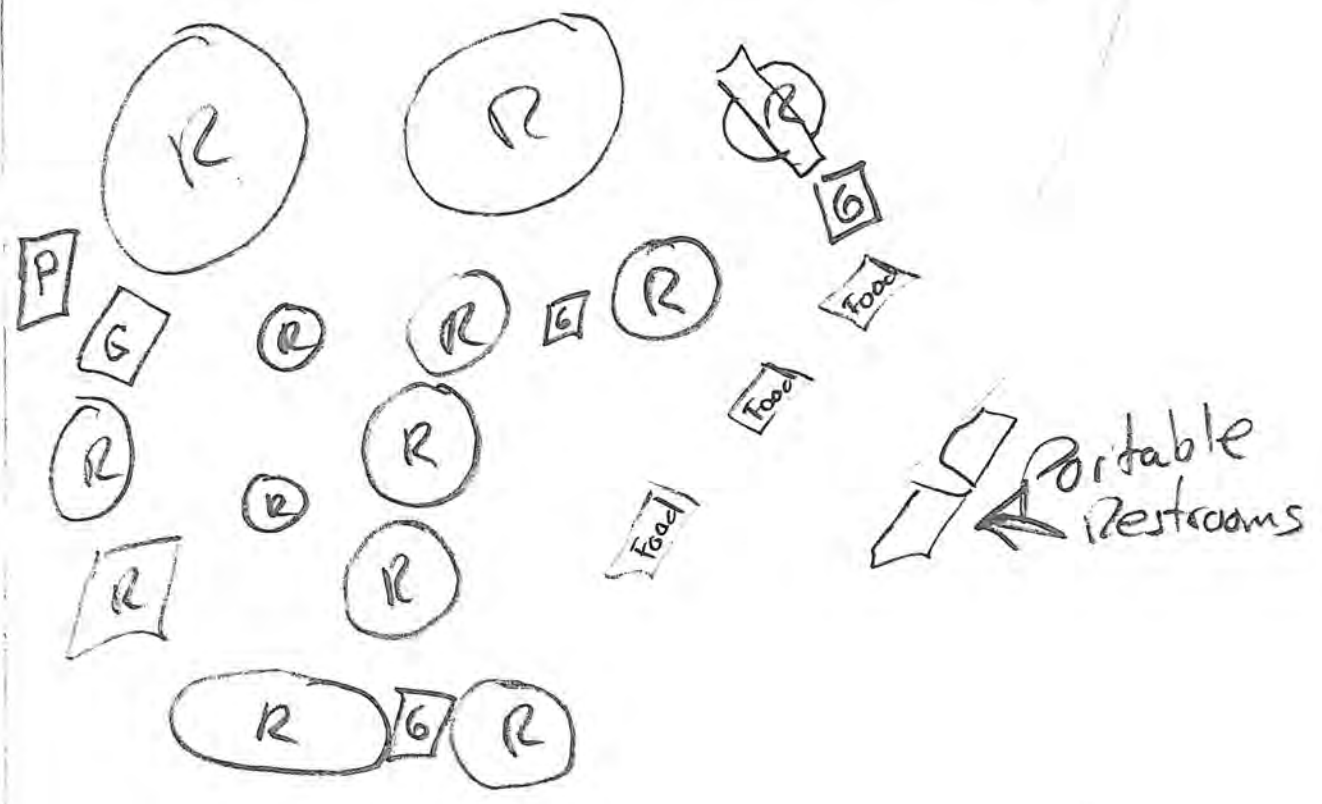
8/15  
8/15

9/1

10/1  
10/1  
10/1  
10/1

Old Buildings Fair Grounds Old Buildings

Extra trucks



Drive way

- R = Ride
- G = GAME
- P = Generator





*A Community Redevelopment Project*  
**GREAT BARRINGTON**  
*Fair Ground*

2 June 2018

To Whom It May Concern:

This letter serves to establish that Tim Commerford and Commerford Events have been granted permission by this organization to conduct an event at the Great Barrington Fairgrounds on July 23-29. They are proceeding with our knowledge and full permission to plan and execute this event.

Sincerely,



Janet Elsbach  
For Fair Ground Community Redevelopment Project [GBFG]



**TOWN OF GREAT BARRINGTON**  
Temporary Sunday Entertainment License Application  
(Local Approval ONLY-State Approval Required Separately)

\_\_\_\_ Hours between 1:00 pm-11:59 pm  
(\$2.00 per Sunday)

Hours between 9:00 am- 11:59 pm  
(\$5.00 per Sunday)

paid P OK # 15955

The undersigned hereby applies for a license in accordance with the provisions of Massachusetts General Laws, Ch.136 Sec.4.

Name: Tom Commertel

Business/Organization: R.W. Commercial Sows

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

Address: 48 Torrington RD. Gosheer Ct. 06756

Mailing Address: PO Box 188

Phone Number: 860-480-3697

Email: TM72491@aol.com

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

Live band with up to 2 pieces, including singers  Public Show

Other (please explain) Carnival

**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) Carnival

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): 010 Fairground (Great Barnster)

Date(s) of Entertainment: **Sunday**, July 29

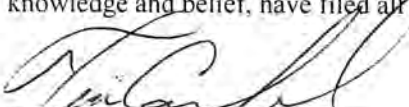
Start & End Times of Entertainment: 12:00-5:00

**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.

                      6-5-18                      \_\_\_\_\_  
Signature of Individual or                      Date                      SS# or FID#  
Corporate Officer

**TOWN USE ONLY:**

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

APPROVAL DATE: \_\_\_\_\_                      LICENSE # \_\_\_\_\_





(2)

**TOWN OF GREAT BARRINGTON**  
**Temporary Weekday Entertainment License Application**  
**\$25.00 per day  $\times 2 = 50.00$**

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: JOANNA ROTHBARD  
Business/Organization: AMERICAN ART MARKETING  
D/B/A (if applicable): BERKSHIRES ARTS FESTIVAL  
Address: SKI BUTTERNUT 380 STATE RD GB MA.  
Mailing Address: P.O. BOX 480 SLATE HILL, N.Y 10973  
Phone Number: 845.355.2400 845.661.8951 CELL  
Email: JOANNA@AMERICANARTMARKETING.COM

**TYPE:** (Check all that apply)  Concert  Dance  Exhibition  Cabaret  DJ  
 Live band with up to 3 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) JAZZ TRIO

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): \_\_\_\_\_

\_\_\_\_\_ SEE ATTACHED \_\_\_\_\_

Date(s) of Entertainment\*: FRIDAY, JULY 6 & SAT, JULY 7  
\*Does not include SUNDAY

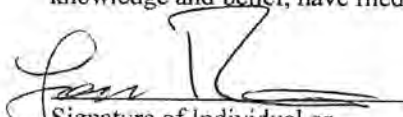
Start & End Times of Entertainment: 12 1 PM - 4 PM

**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

5-23-18  
Date

-----  
**TOWN USE ONLY:**

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

\_\_\_\_\_

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

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



5/7/18

To: Great Barrington Board of selectmen  
334 Main Street  
Great Barrington, MA 01230

To whom it may concern,

Please be advised that Richard & Joanna Rothbard of American Art Marketing, has the permission of Butternut Basin, Inc. (d.b.a. Ski Butternut) to rent the ski area facilities at 320 State Road, Great Barrington, MA for the purposes of holding the 17<sup>th</sup> annual Berkshire Art Festival on Friday, 7/6/18, Saturday, 7/7/18, and Sunday, 7/8/18.

If you have any questions whatsoever, please do not hesitate to contact me. Thanks.

Sincerely,

A handwritten signature in black ink that reads "David P. Ryel".

David P. Ryel  
Ski Butternut  
Summer Events Manager  
T: 413 528 2000 x154  
E: daver@skibutternut.com



Subject: Arts Festival @ Butternut

6/22/2018

Helen, staff DRT has not yet completed its review of this entertainment license, but we will provide comments prior to or at the meeting Monday night. Based on previous experience with this event, I do not anticipate any serious issues, just the usual comments with regards to food permits and temporary signs.

Thank you. Sorry for the delay.

---

**Christopher T. Rembold, AICP**

Town Planner  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230  
Ph: (413) 528-1619, x. 7  
[www.townofgb.org](http://www.townofgb.org)



**TOWN OF GREAT BARRINGTON**  
Temporary **Sunday** Entertainment License Application  
(Local Approval ONLY-State Approval Required Separately)

\_\_\_ Hours between 1:00 pm-11:59 pm  
(\$2.00 per Sunday)

\_\_\_ Hours between 9:00 am- 11:59 pm  
(\$5.00 per Sunday)

The undersigned hereby applies for a license in accordance with the provisions of Massachusetts General Laws, Ch.136 Sec.4.

Name: JOANNA ROTHBARD

Business/Organization: AMERICAN ART MARKETING

D/B/A (if applicable): BERKSHIRES ARTS FESTIVAL

Address: SKI BUTTERNUT 380 STATE RD GB, MA

Mailing Address: P.O. BOX 480 SLATE HILL, NY 10973

Phone Number: 845.355.2400 845.661.8951 CELL

Email: JOANNA@AMERICANARTMARKETING.COM

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

Live band with up to 3 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) SINGER + TRIO

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): \_\_\_\_\_

SEE ATTACHED

Date(s) of Entertainment: **Sunday**, 12:30 - 3:30 PM JULY 8 SUN.

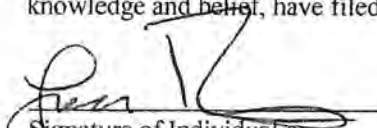
Start & End Times of Entertainment: 12:30 - 3:30 PM.

**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

5.23.18  
Date

-----  
**TOWN USE ONLY:**

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

\_\_\_\_\_

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

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



**Selectboard**

**Annual Reappointments for Fiscal 2019 Boards/Committees/Commissions**

<b>Affordable Housing Trust Fund Board</b>		<i>7 members with 2 year terms</i>	
Name	Position	Term Expires on	Requested Reappointment
<b>Jonathan Hankin</b>	<b>Member</b>	<b>6/30/2018</b>	<b>Yes</b>
Fred Clark	Member	6/30/2019	
William Cooke	Chair & Selectboard Member	6/30/2019	
Cara Davis	Member	6/30/2019	
Samantha Homeyer	Member	6/30/2019	
John Katz	Member	6/30/2019	
Vacant	Member	6/30/2018	
Christopher Rembold	Staff Liason		

<b>Agricultural Commission</b>		<i>5 members with 3 year terms, 1 alternate member with a 1 year term</i>	
Name	Position	Term Expires on	Requested Reappointment
<b>Hilda B. Shapiro</b>	<b>Alternate Member</b>	<b>6/30/2018</b>	<b>Yes</b>
Michael Maguire	Member	6/30/2019	
Vivan Orłowski	Chair	6/30/2019	
Vacant	Member		
Vacant	Member		
Krycia Kurzyca	Member	6/30/2020	

<b>Board of Registrars</b>		<i>3 member with 3 year terms</i>	
Name	Position	Term Expires on	Requested Reappointment
<b>Ellen Smith</b>	<b>Member</b>	<b>6/30/2018</b>	<b>Yes</b>
Linda Coons	Member	6/30/2019	
Debbie Ball	Member	6/30/2020	
Marie Ryan	Staff Liason		

<b>Cable Advisory Committee</b>		<i>Up to 3 members with indefinite terms</i>	
Name	Position	Term Expires on	Requested Reappointment
Thomas Hatch	Member	Indefinite	
Vacant	Member	Indefinite	
Vacant	Member	Indefinite	

**Selectboard**

**Annual Reappointments for Fiscal 2019 Boards/Committees/Commissions**

<b>Community Preservation Committee</b>		<i>9 members with 3 year term. Selectboard appoints citizen member at large.*</i>	
Name	Position	Term Expires on	Requested Reappointment
Lisa Bozzuto	Conservation Commission Member	6/30/2021	
Thomas Blauvelt	Finance Committee Member	6/30/2019	
Martha Fick	Citizen at Large Member*	6/30/2019	
Jeremy Higa	Planning Board Member	6/30/2019	
Donald Howe	Historic District Commission Member	6/30/2019	
William Nappo	Historic District Commission Member	6/30/2019	
Patricia Sharpe	Member	6/30/2019	
Daniel Bailly	Selectboard Member	6/30/2020	
Karen Smith	Parks Member	6/30/2019	

<b>Conservation Commission</b>		<i>7 members with 3 year terms</i>	
Name	Position	Term Expires on	Requested Reappointment
Lisa Bozzuto	Member	6/30/2018	Yes
Gaetan Lachance	Chair	6/30/2019	
Andrew Mankin	Member	6/30/2019	
David Shanahan	Member	6/30/2019	
William Boyer	Member	6/30/2020	
Jeffrey Cohen	Member	6/30/2020	
Kate Van Olist	Member	6/30/2021	

<b>Cultural Council</b>		<i>Up to 22 members with 3 year terms</i>	
Name	Position	Term Expires on	Requested Reappointment
Lauren Clark	Member	6/30/2018	Yes
Ellen Shanahan	Member	6/30/2018	Yes
Rose Tannenbaum	Member	6/30/2019	
Michael Andelman	Co Chair	6/30/2020	
Catherine Hancock	Member	6/30/2020	
Susan Pettee	Co Chair	6/30/2018	
Up to 16 vacancies	Members	6/30/2020	



Selectboard

Annual Reappointments for Fiscal 2019 Boards/Committees/Commissions

<b>Design Advisory Committee</b>			<i>7 members with 5 year terms, Selectboard appoints three general public members*</i>	
Name	Position	Term Expires on	Requested Reappointment	
Stephen Diemann	General Public Member*	6/30/2020		
Stephan Green	Architect Member	6/30/2019		
Jonathan Hankin	Planning Board Member	6/30/2020		
Gaetan Lachance	General Public Member*	6/30/2022		
Lisa Landry	Chair & Design Professional Member	6/30/2019		
James Mercer	Historic District Commission Member	6/30/2020		
Pedro Rafael Pachano	Vice Chair & General Public Member*	6/30/2019		
Edwin May	Staff Liason Building Inspector			

<b>Fence Viewer</b>			<i>2 or more with 1 year terms</i>	
Name	Position	Term Expires on	Requested Reappointment	
Bernard Drew	Member	6/30/2018	Yes	
Vacant	Member	6/30/2018		

<b>Historic District Commission</b>			<i>5 members &amp; 2 alternates all with 3 year terms</i>	
Name	Position	Term Expires on	Requested Reappointment	
Donald Howe	Chair	6/30/2018	Yes	
Vacant	Member	6/30/2018		
Julie Fagan	Alternate	6/30/2019		
James Mercer	Vice Chair	6/30/2019		
Vacant	Alternate	6/30/2020		
Vacant	Member	6/30/2018		
Abby Schroeder	Member	6/30/2020		

<b>Historical Commission</b>			<i>7 members with 3 year terms</i>	
Name	Position	Term Expires on	Requested Reappointment	
Marilyn Bistewicz	Member	6/30/2018	Yes	
Malcolm Fick	Member	6/30/2018	Yes	
Gary Leveille	Member	6/30/2018	Yes	
Donald Howe	Member	6/30/2019		
David Rutstein	Member	6/30/2019		
Paul Ivory	Chair	6/30/2020		



**Selectboard**

**Annual Reappointments for Fiscal 2019 Boards/Committees/Commissions**

<b>Planning Board Associate Member</b>	<i>1 member joint appointment with the planning board with a 3 year term</i>		Requested Reappointment
Name	Position	Term Expires on	
Vacant	Member	6/30/2018	

<b>Tree Committee</b>	<i>7 members with 3 year terms</i>		Requested Reappointment
Name	Position	Term Expires on	Yes
Michael Peretti	Member	6/30/2018	
JB Brodeur	Member	6/30/2019	
Hilda B. Shapiro	Member	6/30/2019	
Michael Wise	Member	6/30/2019	
Lisa Bozzuto	Chair	6/30/2020	
Vacant	Member	6/30/2020	
Nan Wile	Member	6/30/2020	

<b>ZBA Associate Member</b>	<i>Joint Appointment with the ZBA</i>		Requested Reappointment
Name	Position	Term Expires on	Yes*
Donald Hagberg	Member	6/30/2018	

ZBA has recommended the reappointment

## **EXECUTIVE SUMMARY**

**TITLE:** Appointment to the Tree Committee.

**BACKGROUND:** The Town has one vacancy for a member on the Tree Committee. Shepley Evens has expressed interest in being a member to fill the vacancy with a term to expire on June 30, 2020. The Tree Committee Chair has recommended him for this position. The Amended Resolution creating a Tree Committee states that the Committee shall consist of 7 residents of the Town appointed by the Selectboard.

RECEIVED  
TOWN MANAGER  
JUN 19 2018  
BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

219 Monument Valley Rd.  
Great Barrington, MA 01230


June 19, 2018

The Selectboard  
Town of Great Barrington  
Town Hall  
334 Main Street  
Great Barrington, MA 01230

Dear Selectboard:

I understand that there is a vacancy on the Great Barrington Tree Committee, and I wish to let you know of my sincere interest in serving the Town as an active member of this body. I believe my life-long interest and engagement with the natural world around me, and my experience over 30 years as a volunteer in land trust and conservation work in the Berkshires has prepared me well to contribute to the work of the Tree Committee in Great Barrington. Thank you for your consideration.

Sincerely yours,



Shepley W. Evans

## Jennifer Tabakin

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**From:** lbozzuto@roadrunner.com  
**Sent:** Friday, June 01, 2018 5:45 AM  
**To:** Jennifer Tabakin  
**Cc:** seanstanton@hotmail.com  
**Subject:** Evans appointment to GB Tree Committee

Ms. Tabakin,

Shep Evans has expressed interest in joining the GB Tree Committee. Given the depth and breath of his environmental experience, he would be a most welcome addition. Please present his appointment to the SelectBoard for approval.

Thank you,  
Lisa Bozzuto



## **EXECUTIVE SUMMARY**

**TITLE:** Appointment to the Cable Advisory Committee

**BACKGROUND:** The Town has two openings on the Cable Advisory Committee. The Committee represents the Town of Great Barrington on the Five Town Cable Advisory Committee, which meets four times a year. The Town may have total of three representatives. Presently, the Town has one representative serving on the Cable Advisory Committee. Appointments are made for an indefinite term. The Town advertised and Jim Brown has applied for the opening.

Seleboard appoint Jim Brown to the Cable Advisory Committee for an indefinite term.

Jim Brown  
10 Berkshire Hts Rd  
Great Barrington, MA 01230  
413-528-1438

June 13, 2018

Selectboard Office  
Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230

RECEIVED  
TOWN MANAGER  
JUN 15 2018  
BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

Dear Selectboard:

I am writing to express my interest in becoming a Great Barrington representative to the Five Town Cable Advisory Committee.

I have been a full-time resident of Great Barrington since 1972; at my current address since 1982.

I am one of two founders of The Snap Shop on Railroad Street, which I co-owned until 1981 when I sold my interest in that business and Established EMPULSE, a technology consulting business. I have since continued to work in multiple capacities in technology related areas as a software engineer, web developer, consultant and systems analyst.. For 18 years I was Chief Information Officer and Senior Consultant for Health Systems Management Network Inc. in Wellington Fl and I have done a variety of technology centric work for multiple other clients.

I have served on the Board of Directors and as Vice President of the Southern Berkshire Chamber of Commerce. I have also served as Treasurer and on the Board of Directors of the Berkshire County Historical Commission.

I am currently an officer, Vice President for Membership, in the Southern Berkshire Toastmasters Club. I volunteer at the Guthrie Center, for the Berkshire International Film Festival and the Falcon Ridge Folk Festival in Hillsdale, NY. I am the volunteer coordinator for the Ticket Taking operation at the annual Clearwater Music and Environmental Festival in Croton New York.

I believe that my history has equipped me with the requisite skills for making a positive contribution as a Great Barrington representative to the commission.

Thanks for your consideration



Jim Brown

## **EXECUTIVE SUMMARY**

**TITLE:** Appointment of member to the Historic District Commission

**BACKGROUND:** The Town has one vacancy for a member on the Historic District Commission. Julie Fagan has expressed interest in being a member to fill this vacancy. The Historic District Commission Chair has recommended her for this position. Chapter 113-2 of the Town Code requires appointment by the Selectboard.

Selectboard appoint Julie Fagan as a member of the Historic District Commission with a term to expire June 30, 2021.

May 30, 2018

Selectboard of Great Barrington, MA

This is a request to change my current status as an alternate on the Historic District Commission (HDC) to a full time member of the HDC.

Thank you for your consideration.

Julie Fagan  
115 Taconic Avenue  
Great Barrington, MA



## Amy Pulver

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**From:** Don Howe - Architect <don@howearchitecture.com>  
**Sent:** Tuesday, June 05, 2018 12:45 PM  
**To:** Amy Pulver  
**Cc:** Marie Ryan; Holly Troiano; Julie Fagan; mbisiewicz@yahoo.com  
**Subject:** HDC Members

Amy,

At the HDC's May Meeting, there were only three members present including Julie Fagan and myself. We discussed membership. Julie has written to change her membership from her current Alternate to Regular Membership. Holly Troiano should be writing that she will not continue as a member. Julie would be filling this Regular Member expiring in 2021. I will also be forward my intention to continue my membership.

Marilyn Bisiewicz is interested in becoming an Alternate Member. This will still leave one Alternate position unfilled. I am assuming that the Selectboard will need the HDC's recommendations before Selectboard approval.

Don Howe, Chair HDC  
Tel (413) 717-7676

## EXECUTIVE SUMMARY

**TITLE:** Appointment of an Alternate member to the Historic District Commission

**BACKGROUND:** The Town has a vacancy on the Historic District Commission for an Alternate member. Marilyn Bisiewicz has expressed interest in being an Alternate member to fill this vacancy. The Historic District Commission Chair has recommended her for this position. Chapter 113-2 of the Town Code requires appointment by the Selectboard.

Selectboard appoint Marilyn Bisiewicz as an Alternate member to the Historic District Commission with a term to expire June30, 2019.

## Amy Pulver

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**From:** Marilyn <mbisiewicz@yahoo.com>  
**Sent:** Tuesday, June 05, 2018 1:30 PM  
**To:** Amy Pulver  
**Cc:** don@howearchitecture.com  
**Subject:** Historic District Commission

I spoke to Don Howe on Memorial Day. He asked if I would be interested to serve on the HDC as an alternate member. Amy, I am interested and would like to put my name in for that alternate position. Thanks. Marilyn Bisiewicz

Sent from my iPad

## **EXECUTIVE SUMMARY**

**TITLE:** Appointment of Fence Viewer

**BACKGROUND:** The Town has advertised for residents to serve as Fence Viewers. Kurt Barbieri have applied for the position. MGL Chapter 49 Sec. 1 states that the Selectboard shall annually appoint two or more fence viewers.

Selectboard appoint Kurt Barbieri as Fence Viewer in the Town of Great Barrington until June 30, 2019.



## Helen Kuziemko

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**From:** kbarb116@aol.com  
**Sent:** Saturday, June 09, 2018 6:03 PM  
**To:** Helen Kuziemko  
**Subject:** Fence Viewer vacancy

To the Honorable Great Barrington Board of Selectmen,

Please accept this email as my interest in the appointed position of Fence Viewer for the Town of Great Barrington. I have been a Fence Viewer in the past and would like the opportunity to serve again.

Thank you  
Kurt Barbieri  
259 North Plain Road  
Housatonic, MA 01236  
413-446-7179

Sent from my iPhone

Annual Reappointments for Fiscal 2019 Boards/Committees/Commissions

<b>Board of Assessors</b>			
Name	Position	Term Expires on	Requested Reappointment
John Katz	Member	6/30/2019	
Bruce Firger	Member	6/30/2020	
Christopher Lamarre	Principal Assessor	Indefinite	

<b>Council on Aging</b>			
<i>Up to 9 members with 3 year</i>			
Name	Position	Term Expires on	Requested Reappointment
Barbara Bailly	Member	6/30/2018	Yes
Eileen Gaarn	Member	6/30/2018	Yes
Susan Hipwell Morris	Member	6/30/2018	Yes
Amy Rustein	Member	6/30/2018	Yes
David Rustein	Chair	6/30/2018	Yes
Maureen Avery	Member	6/30/2019	
Patricia Kinne	Member	6/30/2019	
Vacant			
Jeanne Holcomb	Member	6/30/2020	

<b>Cemetery Commission</b>			
<i>4 members with 3 year terms</i>			
Name	Position	Term Expires on	Requested Reappointment
Ed Abrahams	Member	6/30/2018	Yes
Stephen Bannon	Member	6/30/2018	Yes
Walter Atwood, III	Member	6/30/2020	
Marilyn Bisiewicz	Member	6/30/2020	

<b>Parks and Recreation Commission</b>			
<i>9 members with 3 year terms</i>			
Name	Position	Term Expires on	Requested Reappointment
Stephen Bannon	Member	6/30/2018	Yes
Charles Bouteiller	Member	6/30/2018	Yes
Paul Gibbons	Vice Chair	6/30/2019	
Karen Smith	Chair	6/30/2019	
Thomas Norton	Member	6/30/2020	
Patricia Salvi	Member	6/30/2020	
Ilana Siegal	Member	6/30/2020	
Anthony Troiano	Member	6/30/2020	
Christopher Wiltshire	Member	6/30/2020	

## Helen Kuziemko

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**From:** Sandra Larkin <sandylarkin88@gmail.com>  
**Sent:** Wednesday, June 20, 2018 5:32 PM  
**To:** Jennifer Tabakin  
**Cc:** Helen Kuziemko  
**Subject:** Council on Aging

Hello Jennifer,

I understand that the Council on Aging is looking for another person to serve on its board. David Rutstein has asked me to contact you regarding this.

Please consider me for this appointment.

Thank you so much.

Sandy Larkin

## Helen Kuziemko

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**To:** Helen V. Kuziemko  
**Subject:** FW: COA new Appointment

Helen V. Kuziemko  
Administrative Assistant  
Selectboard/Town Manager  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230  
413.528.1619 x2  
413.528.2290 fax

**From:** David & Amy [<mailto:david81amy@roadrunner.com>]  
**Sent:** Tuesday, June 19, 2018 5:38 PM  
**To:** Helen Kuziemko  
**Cc:** Polly Mann Salenovich  
**Subject:** Re: confusion

Hi Helen, Sandy has the full backing of myself and Polly's. Best regards, David Rutstein, COA Chair



GREAT BARRINGTON AND

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HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between \_\_\_\_\_, a Massachusetts limited liability company and, any successor in interest, doing business as \_\_\_\_\_, with a principal office address of \_\_\_\_\_ (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 (DESCRIPTION OF SQUARE FOOTAGE OF OPERATION), located at \_\_\_\_\_, Great Barrington, as shown as Assessor’s Map \_\_\_\_\_, Parcel \_\_\_\_\_ (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 revenue from marijuana and marijuana product sales at the Establishment.
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 (20<sup>th</sup>) 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.
4. The term "gross revenue" referenced above 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.

A. 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.

B. 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 CORPORATION \_\_\_\_\_

\_\_\_\_\_  
Name  
Title  
On behalf of the  
Town of Great Barrington

\_\_\_\_\_  
Name  
Title  
On behalf of \_\_\_\_\_