

Mark Pruhenski  
Town Manager

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



Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### OFFICE OF THE TOWN MANAGER

Selectboard Meeting via Zoom and in person at 334 Main Street  
Great Barrington MA Order of Agenda for Monday,  
January 8, 2024, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86048727526?pwd=RzkvN0pidWNzYS9LNDFUN1hrOUNKZz09>

Webinar ID: 860 4872 7526 Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Selectboard will be conducted both in-person and via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at [www.townofgb.org](http://www.townofgb.org). For this meeting, members of the public and committee members may attend the meeting in person, or, for those who wish to do so remotely may by following the instructions at the top of this agenda. For those who are not in-person every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
  - a. December 4, 2023
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
  - a. Housatonic Water Works
5. LICENSES AND PERMITS
  - a. Application for Access to a Public Way/ Driveway Permit – 204 North Street, Housatonic
  - b. Application for One Day Liquor License, Beer & Wine – Jessica Eichstedt, Great Barrington Fish and Game Association – Ice Fishing Derby – 338 Long Pond Road, Housatonic on February 10, 2024 at 11:00 AM till 6:00 PM

- c. Application for One Day Liquor License, Beer & Wine - Jessica Eichstedt, Great Barrington Fish and Game Association – Super Bowl Party – 338 Long Pond Road, Housatonic on February 11, 2024 at 11:00 AM till 8:00 PM
- d. Application for One Day Liquor License, Beer & Wine - Jessica Eichstedt, Great Barrington Fish and Game Association – Ham Shoot - 338 Long Pond Road, Housatonic on February 18, 2024 at 11:00 AM till 6:00 PM
- e. Application for One Day Liquor License, Beer & Wine - Jessica Eichstedt, Great Barrington Fish and Game Association – Ham Shoot - 338 Long Pond Road, Housatonic on February 25, 2024 at 11:00 AM till 6:00 PM
- f. Application for One Day Liquor License, Beer & Wine - Jessica Eichstedt, Great Barrington Fish and Game Association – Ham Shoot - 338 Long Pond Road, Housatonic on March 3, 2024 at 11:00 AM till 6:00 PM
- g. Application for One Day Liquor License, Beer & Wine - Jessica Eichstedt, Great Barrington Fish and Game Association – Ham Shoot - 338 Long Pond Road, Housatonic on March 10, 2024 at 11:00 AM till 6:00 PM
- h. Application for One Day Liquor License, Beer & Wine - Jessica Eichstedt, Great Barrington Fish and Game Association – Ham Shoot - 338 Long Pond Road, Housatonic on March 17, 2024 at 11:00 AM till 6:00 PM
- i. Application for One Day Liquor License, Beer & Wine - Jessica Eichstedt, Great Barrington Fish and Game Association – Ham Shoot - 338 Long Pond Road, Housatonic on March 24, 2024 at 11:00 AM till 6:00 PM
- j. Application for One Day Liquor License, Beer & Wine – Pat Hollenback, Board of Library Trustees – Celebrate Redecorated Reading Room – 231 Main Street Great Barrington on January 20, 2024 at 5:00 PM till 7:00PM (Request to waive Fee & Liquor Liability Insurance Coverage and Certification)
- k. Application for One Day Liquor License, Beer & Wine – Pat Hollenback, Board of Library Trustees – Saturday Documentary Film Series – 231 Main Street Great Barrington on February 3, 2024 at 6:00 PM till 10:00 PM (Request to waive Fee & Liquor Liability Insurance Coverage requirements)
- l. Application for One Day Liquor License, Beer & Wine – Pat Hollenback, Board of Library Trustees – Saturday Documentary Film Series – 231 Main Street Great Barrington on March 2, 2024 at 6:00 PM till 10:00 PM (Request to waive Fee & Liquor Liability Insurance Coverage requirements)
- m. Application for One Day Liquor License, Beer & Wine – Pat Hollenback, Board of Library Trustees – Saturday Documentary Film Series – 231 Main Street Great Barrington on April 6, 2024 at 6:00 PM till 10:00 PM (Request to waive Fee & Liquor Liability Insurance Coverage requirements)
- n. Application for Innholders License – Patrick and Gabriella Truhlar, Lantern Inn located at 256 Stockbridge Road, Great Barrington, MA 01230
- o. Application for Innholders License - Terrence and Terri Coughlin, Granville



House located at 98 Division Street, Great Barrington, MA 01230

- p. Application for Common Victualler License - Terrence and Terri Coughlin, Granville House located at 98 Division Street, Great Barrington, MA 01230

## 6. PUBLIC HEARINGS

- a. FY24 Community Development Block Grant (CDBG) application for housing rehabilitation serving residents of Great Barrington, Egremont, and Stockbridge; Vote to submit grant application and Vote to allocate previous CDBG grant income for contingency
- b. Continued from December 12, 2023: Special Permit application from Michelle Maki, d/b/a Midori's Garden LLC, 920 Main Street, Great Barrington, for a marijuana cultivation and manufacturing establishment in an Industrial zone at 920 Main Street. The application is filed in accordance with Sections 3.1.4 C (13), 7.18 and 10.4 of the Zoning Bylaw.
  - i. Open Public Hearing
  - ii. Explanation of the Project
  - iii. Public comments, speak in favor or opposition
  - iv. Questions from the Selectboard
  - v. Comments from other Boards
  - vi. Close Public Hearing
  - vii. Selectboard discussion
  - viii. Motion to continue/deny/grant

## 7. PREVIOUS BUSINESS

## 8. NEW BUSINESS

- a. Master Plan Review – Selectboard Tasks – Brandee Nelson/Planning Board
- b. Joint Letter with Rest of River Towns – In support of rail transportation for the Rest of River clean-up plan
- c. Saanvi Liquor Inc. Application for Amendment to Liquor License – Pledge of Collateral; Pledge of License and Pledge of Inventory at 10 Depot Street, Housatonic, MA 01236

## 9. CITIZEN SPEAK TIME

*Citizen Speak Time is an opportunity for the Selectboard to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each*

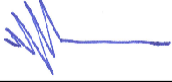
## 10. SELECTBOARD'S TIME

11. MEDIA TIME

12. ADJOURNMENT

NEXT SELECTBOARD MEETING

January 22, 2024   February 12, 2024   February 26, 2024   March 11, 2024   March 25, 2024



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Mark Pruhenski, Town Manager

*Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law.*

Town of Great Barrington

NOV 28 2023

Selectboard

CK# 246  
Fee \$50.00

SELECTBOARD &  
TOWN MANAGER'S OFFICE

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 November 24 2023

Name of Applicant / Property Owner Anthony B Conway Jr. / Emily Scarrowzo

Mailing address P.O. Box 324 Housatonic, Ma 01236

Phone number 413-717-2726 / 413-854-8606

Location of proposed driveway / highway entrance 204 North street Housatonic MA (just off the road)

Contractor who will perform the work Petes Sales & Service

Address & phone number of contractor 69 S. Main st. Sheffield Ma 01257 (413-229-8503)

Proposed construction date November 24 2023

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

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: Anthony B Conway Jr.

**FOR STAFF USE ONLY**

**RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT**

*- see attached notes Board to approve*

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

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

Staff Reviews Received:

|               | Received | Conditions Recommended | Other Permits Required |
|---------------|----------|------------------------|------------------------|
| Conservation: | (✓)      | ( )                    | ( )                    |
| 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)



Great Barrington, MA

CONWAY ANTHONY B JR



Layers



20' x 90'



NORTH STREET NORTH #204 NORTH ST.

KIRK

33A

40

CAI AxisGIS 360 ft x:-73.370495, y:42.258080





**From:** Joseph Aberdale  
**Sent:** Friday, December 1, 2023 2:32 PM  
**To:** Lisa Richards; Great Barrington Conservation Commission; John Malumphy; Paula Ely; Scott Turner; Chris Rembold  
**Subject:** RE: 204 North Street Housatonic Driveway Permit Application  
**Attachments:** 204 North Street, Housatonic Driveway Permit Application.pdf

Lisa,

Notes for the SB:

- The driveway (parking area) is already constructed
- The driveway (parking area) was constructed over a sewer manhole which has been corrected by the Sewer Department. Comment below from Sewer Department
- As John pointed out, The driveway (parking area) is more than the 16' maximum

Photos below New is on the left, can see the corrected sewer manhole



**SEWER DEPARTMENT**

**From:** Paula Ely <PEly@Townofgb.org>  
**Sent:** Thursday, November 30, 2023 10:04 AM  
**To:** John Malumphy <JMalumphy@Townofgb.org>; Chris Rembold <crembold@Townofgb.org>

DPW #2

**Cc:** Lisa Richards <LRichards@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>; Joseph Aberdale <jaberdale@townofgb.org>; Scott Turner <sturner@Townofgb.org>

**Subject:** RE: 204 North Street Housatonic Driveway Permit Application

This driveway permit was submitted after the driveway was installed, my crew noticed that our manhole had been covered over.

I have attached two pictures where you can see that the sewer manhole was covered with the driveway mix and they were asked to uncover the manhole so the Sewer department would have access.

I am having my crew install a 2" riser so that the manhole cover will be up to grade and am requesting that the installer goes back to fill in the area after the riser is in place.

Paula

---

**From:** Lisa Richards <LRichards@Townofgb.org>

**Sent:** Tuesday, November 28, 2023 12:54 PM

**To:** Great Barrington Conservation Commission <conservation@townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Joseph Aberdale <jaberdale@townofgb.org>; Paula Ely <PEly@Townofgb.org>; Scott Turner <sturner@Townofgb.org>; Chris Rembold <crembold@Townofgb.org>

**Subject:** 204 North Street Housatonic Driveway Permit Application

Attached please find Driveway Permit Application for 204 North Street, Housatonic.

Thank you

Lisa



**Lisa A. Richards**

DPW Administrative Assistant

413-528-0867

[lrichards@townofgb.org](mailto:lrichards@townofgb.org)

Town of Great Barrington

334 Main Street

Great Barrington MA 01230



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



# Conservation

**Lisa Richards**

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**From:** Great Barrington Conservation Commission  
**Sent:** Wednesday, November 29, 2023 3:11 PM  
**To:** Lisa Richards  
**Subject:** RE: 204 North Street Housatonic Driveway Permit Application

Lisa:

Having reviewed the sketch plan submitted and after walking the neighborhood, It has been determined that the Conservation Commission has no jurisdictional issue with the proposed driveway/parking area proposed.

Regards,

-Shep



**Shepley W. Evans**

Conservation Agent  
Animal Control Officer  
Animal Inspector  
413-528-1619 X2 then X8  
conservation@townofgb.org

Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230



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**From:** Lisa Richards <LRichards@Townofgb.org>  
**Sent:** Tuesday, November 28, 2023 12:54 PM  
**To:** Great Barrington Conservation Commission <conservation@townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Joseph Aberdale <jaberdale@townofgb.org>; Paula Ely <PEly@Townofgb.org>; Scott Turner <sturner@Townofgb.org>; Chris Rembold <crembold@Townofgb.org>  
**Subject:** 204 North Street Housatonic Driveway Permit Application

Attached please find Driveway Permit Application for 204 North Street, Housatonic.

Thank you  
Lisa

Planning

**Lisa Richards**

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**From:** Chris Rembold  
**Sent:** Tuesday, November 28, 2023 4:26 PM  
**To:** Lisa Richards; Great Barrington Conservation Commission; John Malumphy; Joseph Aberdale; Paula Ely; Scott Turner  
**Subject:** RE: 204 North Street Housatonic Driveway Permit Application

I don't have any issues with this. The plan is not very detailed but I am sure Joe or John can ask for more details if needed.

Chris



**Christopher Rembold, AICP**

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

Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230

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**Sent:** Tuesday, November 28, 2023 12:54 PM  
**To:** Great Barrington Conservation Commission <conservation@townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Joseph Aberdale <jaberdale@townofgb.org>; Paula Ely <PEly@Townofgb.org>; Scott Turner <sturner@Townofgb.org>; Chris Rembold <crembold@Townofgb.org>  
**Subject:** 204 North Street Housatonic Driveway Permit Application

Attached please find Driveway Permit Application for 204 North Street, Housatonic.

Thank you  
Lisa



**Lisa A. Richards**

DPW Administrative Assistant  
413-528-0867  
[lrichards@townofgb.org](mailto:lrichards@townofgb.org)

Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230





Fire

**Lisa Richards**

---

**From:** Scott Turner  
**Sent:** Tuesday, November 28, 2023 3:03 PM  
**To:** Lisa Richards; Great Barrington Conservation Commission; John Malumphy; Joseph Aberdale; Paula Ely; Chris Rembold  
**Subject:** RE: 204 North Street Housatonic Driveway Permit Application

I don't see any issues from our end.



**Scott Turner**

Fire Chief

413-528-0788 ex 4301  
sturner@townofgb.org

Town of Great Barrington  
Fire Department  
37 State Road  
Great Barrington MA 01230



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**Sent:** Tuesday, November 28, 2023 12:54 PM  
**To:** Great Barrington Conservation Commission <conservation@townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Joseph Aberdale <jaberdale@townofgb.org>; Paula Ely <PEly@Townofgb.org>; Scott Turner <sturner@Townofgb.org>; Chris Rembold <crembold@Townofgb.org>  
**Subject:** 204 North Street Housatonic Driveway Permit Application

Attached please find Driveway Permit Application for 204 North Street, Housatonic.

Thank you  
Lisa



**Lisa A. Richards**

DPW Administrative Assistant

413-528-0867  
lrichards@townofgb.org

Town of Great Barrington  
334 Main Street  
Great Barrington MA 01230

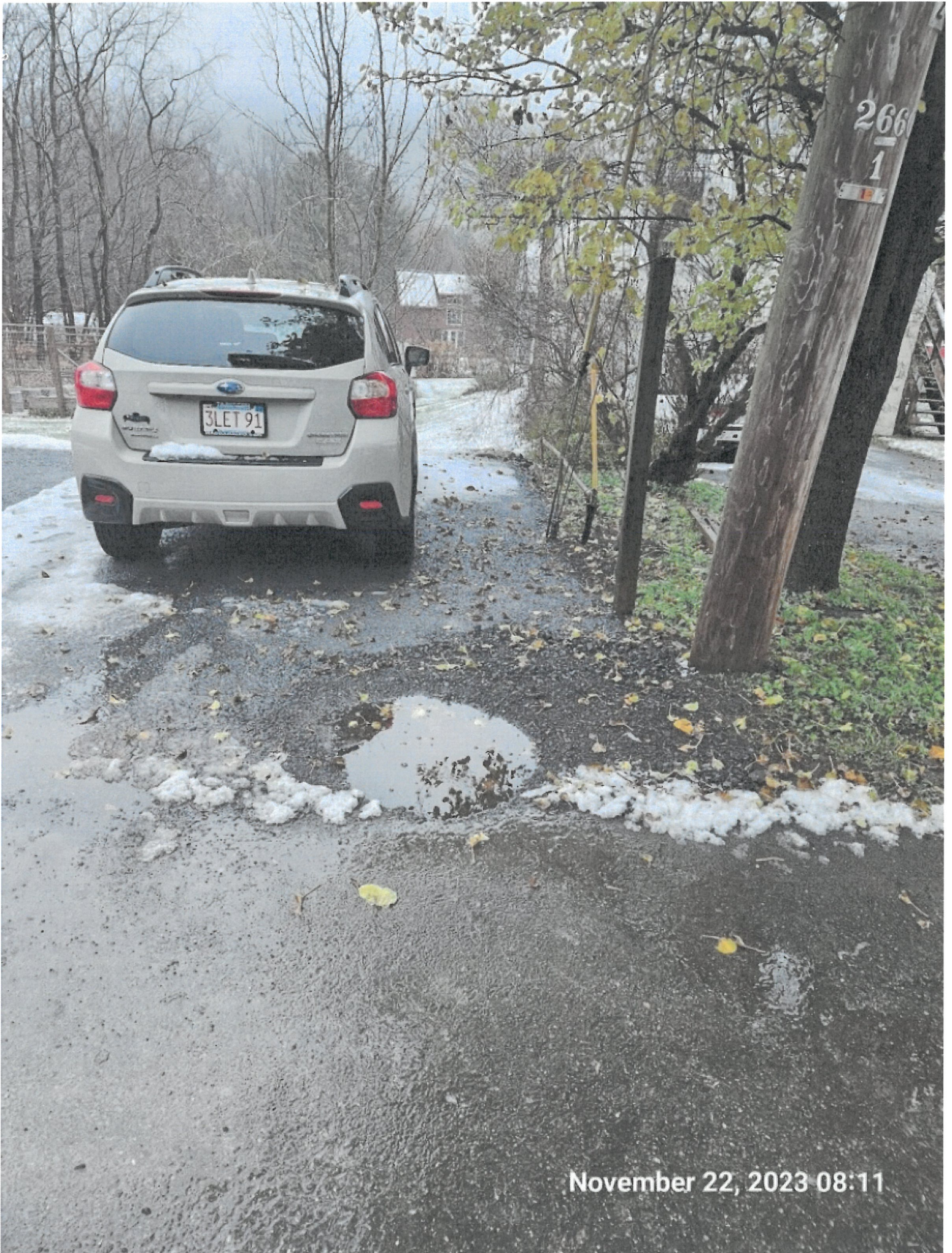


The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.









November 22, 2023 08:11



**APPLICATION FOR ACCESS TO A PUBLIC WAY/DRIVEWAY PERMIT –**

**LOCATION: \_\_ 204 North Street, Housatonic, MA**

**Approval Contacts**

Great Barrington Conservation Commission <conservation@townofgb.org>; Joe Aberdale <jaberdale@townofgb.org>; Paula Ely <PEly@Townofgb.org>; Scott Turner <sturner@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>

DPW APPROVAL – John Malumphy, Joe Aberdale – 20 Ft driveway regulation – 16

CONSERVATION – SHEP

PLANNING – Chris Rembold

FIRE DEPT. – Scott Turner

WASTEWATER – Paula Ely – with concerns

GIVE TO AMY TO PUT ON SELECTBOARD HEARING SCHEDULE

APPLICANT MUST ATTEND NEXT SELECTBOARD MEETING FOR APPROVAL.

Date 11/28/23

10 days

DEC 13 2023

SELECTBOARD &  
TOWN MANAGER'S OFFICE

Fee: \$25.00 (per day)



**APPLICATION FOR ONE DAY LIQUOR LICENSE**

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Jessica Eichstedt

Organization Name: Gt Barrington Fish + Game Association

Applicant's Address: 338 Long Pond Rd. Housatonic, Ma. 01236

Telephone Number: 413-854-3534

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

Event: Ice Fishing Derby

Date: Feb. 10, 2024 Start Time: 11:00 am End Time: 6:00 pm

Event Address: 338 Long Pond Rd. Housatonic, Ma. 01236

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.

Jessica Eichstedt  
Signature of Applicant

12/13/23  
Date

**FOR TOWN USE:**

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_

eTIPS On Premise 3.1



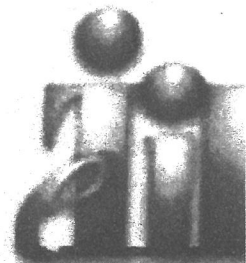
# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on January 10, 2021  
provided by Health Communications, Inc.  
is hereby granted to:

**Jessica Eichstedt**

Certification to be sent to:

**PO Box 184 1106 Sisson Hill Rd,  
Mill River MA, 01244-0184 USA**



**H•I**  
COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Printed



DEC 13 2023

SELECTBOARD &  
TOWN MANAGER'S OFFICE

Fee: \$25.00 (per day)



**APPLICATION FOR ONE DAY LIQUOR LICENSE**

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Jessica Eichstedt

Organization Name: Gr. Barrington Fish + Game Association

Applicant's Address: 338 Long Pond Rd. Housatonic, Ma. 01236

Telephone Number: (413) 854 - 3534

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

Event: Super Bowl party

Date: Feb. 11, 2024 Start Time: 11:00 am End Time: 8:00 pm

Event Address: 338 Long Pond Rd. Housatonic Ma, 01236

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.

Jessica Eichstedt  
Signature of Applicant

12/13/23  
Date

FOR TOWN USE:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_



eTIPS On Premise 3.1



# Certificate of Completion

This Certificate of Completion of  
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For coursework completed on January 10, 2021  
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is hereby granted to:

**Jessica Eichstedt**

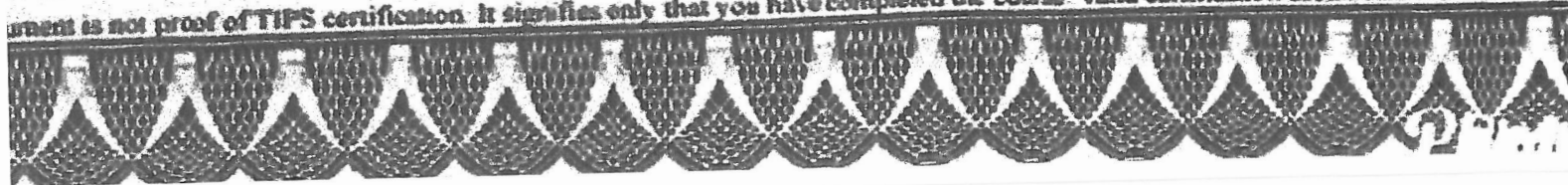
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HEALTH COMMUNICATIONS INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.





GREABAR-05

MXG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                               |
|--|--|-------------------------------|
| <b>PRODUCER</b><br>Wheeler & Taylor, Inc<br>333 Main St.<br>Great Barrington, MA 01230 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (413) 528-1000 | FAX (A/C, No): (413) 528-1008 |
|  | <b>E-MAIL ADDRESS:</b> insurance@wheelerandtaylor.com        |                               |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b>                 |
| <b>INSURER A:</b> Acceptance Indemnity Ins Co  |  | 20010                         |
| <b>INSURER B:</b> Hospitality Mutual Insurance Company                                 |  |                               |
| <b>INSURER C:</b>  |  |                               |
| <b>INSURER D:</b>  |  |                               |
| <b>INSURER E:</b>  |  |                               |
| <b>INSURER F:</b>  |  |                               |

**INSURED**


Great Barrington Fish & Game Association, Inc.  
 338 Long Pond Road  
 Housatonic, MA 01236

**COVERAGES**                                      **CERTIFICATE NUMBER:**                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD                                 | SUBR WVD     | POLICY NUMBER     | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                              |                             |    |
|----------|---|---|--------------|-------------------|-------------------------|-------------------------|-------------------------------------|-----------------------------|----|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |   |              | LOC-GL-0001466-02 | 9/1/2023                | 9/1/2024                | EACH OCCURRENCE                     | \$ 1,000,000                |    |
|          |   | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |                   |                         |                         |                                     |                             |    |
|          |   | MED EXP (Any one person)                  | \$ 5,000     |                   |                         |                         |                                     |                             |    |
|          |   | PERSONAL & ADV INJURY                     | \$ 1,000,000 |                   |                         |                         |                                     |                             |    |
|          |   |   |              |                   |                         |                         | GENERAL AGGREGATE                   | \$ 2,000,000                |    |
|          |   |   |              |                   |                         |                         | PRODUCTS - COMP/OP AGG              | \$ 2,000,000                |    |
|          |   |   |              |                   |                         |                         |                                     | \$                          |    |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   |   |              |                   |                         |                         | COMBINED SINGLE LIMIT (Ea accident) | \$                          |    |
|          |   |   |              |                   |                         |                         | BODILY INJURY (Per person)          | \$                          |    |
|          |   |   |              |                   |                         |                         | BODILY INJURY (Per accident)        | \$                          |    |
|          |   |   |              |                   |                         |                         | PROPERTY DAMAGE (Per accident)      | \$                          |    |
|          |   |   |              |                   |                         |                         |                                     | \$                          |    |
|          | <b>UMBRELLA LIAB</b> OCCUR<br><b>EXCESS LIAB</b> CLAIMS-MADE<br>DED                                      RETENTION \$   |   |              |                   |                         |                         | EACH OCCURRENCE                     | \$                          |    |
|          |   |   |              |                   |                         |                         | AGGREGATE                           | \$                          |    |
|          |   |   |              |                   |                         |                         |                                     | \$                          |    |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |   |              | N/A               |                         |                         | PER STATUTE                         | OTH-ER                      |    |
|          |   |   |              |                   |                         |                         |                                     | E.L. EACH ACCIDENT          | \$ |
|          |   |   |              |                   |                         |                         |                                     | E.L. DISEASE - EA EMPLOYEE  | \$ |
|          |   |   |              |                   |                         |                         |                                     | E.L. DISEASE - POLICY LIMIT | \$ |
| B        | <b>Liquor Law Liability</b>   |   |              | CPP2001385        | 11/10/2023              | 11/10/2024              | Liq Liab                            | 500,000                     |    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Town of Great Barrington<br>334 Main Street<br>Great Barrington, MA 01230 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

RECEIVED  
TOWN OF GREAT BARRINGTON

DEC 13 2023

SELECTBOARD &  
TOWN MANAGER'S OFFICE

Fee: \$25.00 (per day)



**APPLICATION FOR ONE DAY LIQUOR LICENSE**

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Jessica Eichstadt

Organization Name: Gt. Barrington Fish + Game Association

Applicant's Address: 338 Long Pond Rd. Housatonic, MA. 01236

Telephone Number: 413 - 854 - 3534

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

Event: Ham shoots (6 shoot dates)

Date: 2/18, 2/25, 3/3, 3/10, 3/17, 3/24 Start Time: 11 am End Time: 6 pm

Event Address: 338 Long Pond Rd. Housatonic, MA. 01236

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.

Jessica Eichstadt  
Signature of Applicant

12/13/23  
Date

FOR TOWN USE:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_

eTIPS On Premise 3.1



# Certificate of Completion

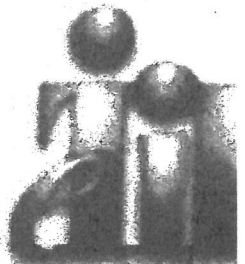
This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on January 10, 2021  
provided by Health Communications, Inc.  
is hereby granted to:

**Jessica Eichstedt**

Certification to be sent to:

**PO Box 184 1106 Sisson Hill Rd,  
Mill River MA, 01244-0184 USA**

**H•I**  
COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

**Print**





RECEIVED  
TOWN OF GREAT BARRINGTON

DEC 21 2023

SELECTBOARD &  
TOWN MANAGER'S OFFICE

Fee: \$25.00 (per day)



**APPLICATION FOR ONE DAY LIQUOR LICENSE**

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Paul Hollenbeck

Organization Name: Board of Library Trustees

Applicant's Address: 231 Main St. G.B.

Telephone Number: 413-528-2403

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

Event: Celebrate Redecorated Reading Room

Date: 1/20/23 Start Time: 5:00 End Time: 7:00

Event Address: 231 Main St. Mason Library

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.

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Paul Hollenbeck  
Signature of Applicant

1/20/23  
Date

FOR TOWN USE:

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

**This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.**

**Congratulations!**

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

ID#: 5813237 Name: Edward D Abrahams

Exam Date: 9/6/2022

Expiration Date: 9/6/2025

**TIPS**

eTIPS On Premise 3.1

**CERTIFIED**

Issued: 9/6/2022

Expires: 9/6/2025

ID#: 5813237

Edward D Abrahams

15 Pleasant St

Great Barrington, MA 01230-1324

For service visit us online at [www.gettips.com](http://www.gettips.com)



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If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

ID#: 5813235 Name: Holly Hamer  
Exam Date: 9/6/2022 Expiration Date: 9/6/2025



eTIPS On Premise 3.1

**CERTIFIED**

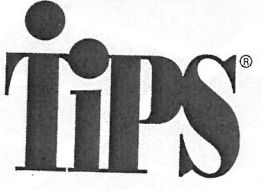
Issued: 9/6/2022

Expires: 9/6/2025

ID#: 5813235

Holly Hamer  
99 Seekonk Cross Rd  
Great Barrington, MA 01230-1565

For service visit us online at [www.gettips.com](http://www.gettips.com)



A 360TRAINING COMPANY





RECEIVED  
TOWN OF GREAT BARRINGTON

DEC 21 2023

SELECTBOARD &  
TOWN MANAGER'S OFFICE

Fee: \$25.00 (per day)



**APPLICATION FOR ONE DAY LIQUOR LICENSE**

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Pat Hollenback

Organization Name: Board of Library Trustees

Applicant's Address: 231 Main St. G.B. 01230

Telephone Number: 528-2403

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

Event: Saturday Documentary Film Series

Date: 2/3, 3/2, 4/6 Start Time: 6pm End Time: 10pm

Event Address: 231 Main St. Mason Library

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.

Pat Hollenback  
Signature of Applicant

12/20/23  
Date

**FOR TOWN USE:**

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

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If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

ID#: 5813237 Name: Edward D Abrahams  
Exam Date: 9/6/2022 Expiration Date: 9/6/2025



A 360TRAINING COMPANY

**TIPS** eTIPS On Premise 3.1 **CERTIFIED**  
 Issued: 9/6/2022 Expires: 9/6/2025  
 ID#: 5813237

Edward D Abrahams  
 15 Pleasant St  
 Great Barrington, MA 01230-1324

For service visit us online at [www.gettips.com](http://www.gettips.com)



This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.

Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

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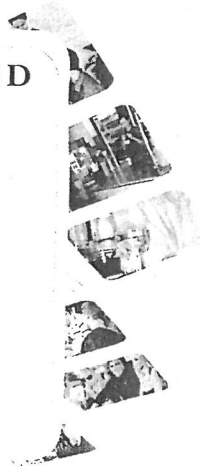
If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.

ID#: 5813235 Name: Holly Hamer  
Exam Date: 9/6/2022 Expiration Date: 9/6/2025

**TIPS**® eTIPS On Premise 3.1 **CERTIFIED**  
Issued: 9/6/2022 Expires: 9/6/2025  
ID#: 5813235

Holly Hamer  
99 Seekonk Cross Rd  
Great Barrington, MA 01230-1565

For service visit us online at [www.gettips.com](http://www.gettips.com)



RECEIVED  
TOWN OF GREAT BARRINGTON

DEC 18 2023

SELECTBOARD  
TOWN MANAGER'S OFFICE

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GREAT BARRINGTON  
APPLICATION FOR INNHOLDERS LICENSE**

**FEE:** \$50.00

**DATE:** December 5, 2023

LICENSE NUMBER: \_\_\_\_\_

**TO THE LICENSING AUTHORITY:**

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

OWNER(S) NAME: Patrick Truhlar and Gabriella Truhlar

NAME OF BUSINESS: Lantern Inn, LLC (f/k/a GBMAM1, LLC; f/k/a Berkshires Boutique, LLC)

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

BUSINESS MAILING ADDRESS: 8815 Conroy Windermere Rd #192, Orlando, FL 32835

BUSINESS TELEPHONE: \_\_\_\_\_ HOME TELEPHONE: 407-342-3637

LOCATION WHERE LICENSE IS TO BE USED: \_\_\_\_\_

256 Stockbridge Road, Great Barrington, MA 01230

DAYS OF OPERATION: 7

HOURS OF OPERATION: 24/day

DESCRIPTION OF PREMISES: House, a row of 10 rooms behind the house, then 4 rooms next to the row of rooms. 3 acre lot.

NUMBER OF ROOMS: 14

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.

DocuSigned by:  
Gabriella Truhlar  
Signature of Individual or Corporate Name

By: Gabriella Truhlar  
Corporate Officer (if applicable)

SS# \_\_\_\_\_ or FID# 87-3903887

JAN 02 2024

SELECTBOARD &  
TOWN MANAGER'S OFFICE

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GREAT BARRINGTON  
APPLICATION FOR INNOLDERS LICENSE**

FEE: \$50.00

DATE: 1/1/24

LICENSE NUMBER: \_\_\_\_\_

**TO THE LICENSING AUTHORITY:**

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

OWNER(S) NAME: Terrence + Terri Caughlin

NAME OF BUSINESS: Granville House

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

BUSINESS MAILING ADDRESS: 98 Division Street

BUSINESS TELEPHONE: 201-450-1824 HOME TELEPHONE: 201-450-1825

LOCATION WHERE LICENSE IS TO BE USED: \_\_\_\_\_

98 Division Street.

DAYS OF OPERATION: 365

HOURS OF OPERATION: 24

DESCRIPTION OF PREMISES: 5 guest room bed + breakfast

NUMBER OF ROOMS: 5

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

[Signature]  
Signature of Individual or Corporate Name

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

SS# 153-78-9121 or FID# \_\_\_\_\_



JAN 02 2024

SELECTBOARD &  
TOWN MANAGER'S OFFICE

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

**FEE:** \$25.00 (Payable to the Town of Great Barrington) **DATE:** 1/1/24

**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: Terrence + Terri Coughlin

NAME OF BUSINESS: Granville House

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

BUSINESS MAILING ADDRESS: 98 Division Street  
201-450-1824

BUSINESS TELEPHONE: \_\_\_\_\_ HOME TELEPHONE: 201-450-1825

LOCATION WHERE LICENSE IS TO BE USED: \_\_\_\_\_

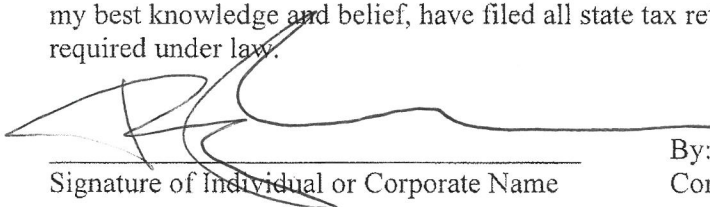
98 Division Street

DAYS OF OPERATION: 365

HOURS OF OPERATION: 24

DESCRIPTION OF PREMISES: 5 guestroom bed + breakfast

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 Name

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

SS# 153-78-9121 or FID# \_\_\_\_\_

**PUBLIC HEARING  
FY24 GREAT BARRINGTON REGIONAL CDBG GRANT**

The Great Barrington Select Board will hold a Public Hearing on Monday, January 8, 2024, at 6:00pm at Great Barrington Town Hall, 334 Main Street in Great Barrington, MA, to discuss the town's FY24 regional CDBG application including housing rehabilitation serving residents of Great Barrington, Egremont & Stockbridge. Residents from all three towns are invited to participate and any person wishing to be heard will be afforded the opportunity. Written comments will also be accepted and considered and must be submitted to the Select Board by January 8, 2024, at 9:00 A.M.



## MEMORANDUM

**To:** Great Barrington Select Board  
Mark Pruhenski, Town Manager  
Chris Rembold, Assistant Town Manager

**From:** Cassie Boyd Marsh, Bailey Boyd Associates, Inc.  
Alice Boyd, Bailey Boyd Associates, Inc.

**Subject:** FY24 CDBG Grant Application

**Date:** December 20, 2023

The Massachusetts Executive Office of Housing & Livable Communities has recently announced its CDBG grant round and application deadline. The Town of Great Barrington has the opportunity to apply for up to \$1,375,000 as the lead community for a regional grant. We are proposing to submit the grant for the towns of Great Barrington, Egremont & Stockbridge, continuing the popular housing rehabilitation program.

After participating for several years as a joint community in Egremont Regional CDBG grants, the town of Great Barrington recently received funding for an FY22/23 CDBG grant as a single community, providing Housing Rehabilitation services for low-moderate income residents.

The current grant, part of an increased funding 'double year' to catch up from Covid delays, will rehabilitate 24 Great Barrington homes, serving approximately 46 residents, and will operate through June 2025. The FY24 CDBG program would, if funded, rehab 22 homes across the 3-town region and operate through December 2025.

The Housing Rehab Program provides 0% interest deferred-payment forgivable loans, making repairs of up to \$50,000 to keep low and moderate-income residents safely and comfortably in their homes. Code repairs, weatherization, lead paint abatement, handicap accessibility, septic, and homeowner emergencies including leaking roofs, failed furnaces, and septic systems. Health and Safety violations are a priority. All applicants are accepted on a first-come/first-served basis.

This program is also an important economic catalyst as the majority of contractors are local. There is no cost to the town and an enormous benefit to residents.

Grants are due in late March with funding announcements typically made in late summer of 2024.

The following motions may be useful as you consider this vote:



**Proposed Motion:** Move to submit an FY24 regional CDBG grant for housing rehabilitation and to authorize the Town Manager or Designee to sign the grant application and associated forms.

**Proposed Motion:** Move to allocate \$25,000 from CDBG Miscellaneous Income account to use as a contingency for the FY24 Housing Rehabilitation Program.

**TOWN OF GREAT BARRINGTON**

**PUBLIC HEARING**

The Great Barrington Selectboard will hold a public hearing on Monday, September 11, 2023 at 6:00 pm, at Town Hall, 334 Main Street, 2<sup>nd</sup> floor, Great Barrington, MA 01230, to act on the Special Permit application from Special Permit application from Michelle Maki, dba Midori's Garden LLC, 920 Main Street, Great Barrington, for a marijuana cultivation and manufacturing establishment in an Industrial zone at 920 Main Street, Great Barrington. Parties may also attend the hearing via Zoom; the Zoom information will be on the agenda and posted on the Town website calendar at least 48 hours before the meeting. The application may be viewed in Town Clerk's office; or, request an electronic copy via email to [crembold@townofgb.org](mailto:crembold@townofgb.org).

Stephen Bannon, Chair

Please publish August 16 and August 23, 2023

Berkshire Eagle

Continued to October 30, 2023

Continued to November 20, 2023

Continued to December 12, 2023 and withdrawal of cultivation accepted without prejudice

Continued manufacturing portion to January 8, 2024

**FINDINGS OF FACT AND BASIS FOR DECISION**

**Re: Special Permit #937-23  
920 Main Street, Midori's Garden  
Special Permit for a marijuana manufacturing establishment**

**A. Introduction**

This Special Permit application was filed on July 7, 2023 by Michelle Maki, d/b/a Midori's Garden, LLC, also the co-owner of the property. As originally filed, the application sought to utilize a portion of the property for a marijuana cultivation and manufacturing establishment at 920 Main Street, upon permission from the Great Barrington Selectboard in accordance with Sections 3.1.4, C(13), 7.18, and 10.4 of the Zoning Bylaw. That application included a narrative description of the project and its compliance with the zoning bylaws and Master Plan. Sketch plans of the proposed facility indicating the location of its structures were included.

At the December 12, 2023 session of the Public Hearing on this application, at the request of the Applicant, the Selectboard voted unanimously to accept, without prejudice, the withdrawal of the cultivation portion of this application. Therefore, this statement of Findings of Fact pertains only to the portion of the application that seeks permission for the marijuana manufacturing use.

**B. General Findings**

As noted above, as originally proposed, the facility was an outdoor cultivation operation and a small manufacturing operation. The application now is for the manufacturing establishment only, and the manufacturing use will be wholly within an existing building on the site. Therefore, no new structures are proposed.

The property lies within an Industrial zone, where the proposed use may be allowed by special permit. The property is also in the Floodplain Overlay District (FPOD) and in the Zone II of the Water Quality Overlay District (WQPOD) of the Zoning Bylaw. Since there is no proposed site work or new buildings, neither a FPOD special permit nor a WQPOD special permit is required.

Other Town boards reviewed the original special permit application. At that time, the Board of Health and Planning Board made positive recommendations, and the Conservation Agent determined that the very limited proposed site work (of the original application) does not trigger the need for Conservation Commission permitting. None of the above boards had any special concern or note regarding the manufacturing portion of the proposal.

**C. Marijuana Establishment, Criteria and Findings**

Section 7.18 sets forth certain locational, physical and regulatory requirements for marijuana establishments.

No new structures are proposed as part of this application. The manufacturing use consists of a small tabletop device for extraction. The cannabis extract will then be combined with other herbs and ingredients. The resulting product will be tested, packaged and then wholesaled. Since cannabis odor is associated only with the flowering phase of the cultivation process, the manufacturing of extract product does not involve odor concerns.

The application meets all applicable requirements of Sections 7.18.4 through 7.18.6 and no waivers are requested therefrom. The application meets the requirements of 7.18.7 as well, except for providing a copy of the required state-issued license. As that license cannot be obtained until after the facility is permitted by special permit, the Selectboard finds that a waiver from this requirement is reasonable, but a copy of the license must be provided to the Town Manager's office prior to the commencement of operations. The Selectboard also finds it is appropriate to waive the requirement that details of the security plan be provided; rather, review and continued communication with the Police Department and ongoing compliance with the security requirements of the Cannabis Control Commission are sufficient for this proposal.

#### D. Special Permit Criteria and Findings

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

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

Consideration of the Criteria in relation to SP 937-23:

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

1. *Social, economic, or community needs which are served by the proposal.*  
The Selectboard finds that the proposal is in keeping with the community's approval of the November 2016 ballot question 4 legalizing adult use marijuana, and the use is proposed pursuant to the zoning regulations for adult use marijuana first passed in May 2018. The Selectboard finds the project will further certain goals of the Master Plan including promoting local agriculture and local employment in an environmentally responsible manner.
2. *Traffic flow and safety, including parking and loading.*  
The Selectboard finds that the proposal will have no negative impact on traffic flow or safety. Sufficient parking is provided on site for the limited number of employees that are expected.
3. *Adequacy of utilities and other public services.*  
The Selectboard finds that the proposed use will have no detrimental impact on the public water or public sewer systems. And, based on the Town's experience with various

marijuana establishments in town, no impacts on public safety services are expected.

4. *Neighborhood character and social structures.*

The Selectboard finds the proposal is in an Industrial zone, where the use may be allowed by special permit. Since no new structures will be built and there will be no odor, the Selectboard finds there will be no negative impacts to the neighborhood or social structure.

5. *Impacts on the natural environment.*

The Selectboard finds that the proposed water and energy conservation measures will generate no negative impacts on the environment.

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

The Selectboard finds the project will not negatively impact town services. Also, the Host Community Agreement will ensure there is support of local nonprofit agencies.

Finding:

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

E. Proposed Conditions

1. None



**SPECIAL PERMIT  
MICHELLE MAKI  
MIDORI's GARDEN, LLC**

**SP # 937-23**

Michelle Maki, dba Midori's Garden, LLC, 920 Main Street, Great Barrington to utilize a portion of the property at 920 Main Street for a marijuana manufacturing establishment in accordance with Sections 3.1.4, C(13),7.18, and 10.4 of the Zoning Bylaw.

**DRAFT MOTIONS**

1. VOTE ON FINDINGS

I move to approve the Findings of Fact for Special Permit #937-23, as *written / as amended* and referenced as Exhibit A.

**Second:** \_\_\_\_\_  
**Roll call vote:** Elliott \_\_\_\_\_ Gabriel \_\_\_\_\_ Reed \_\_\_\_\_  
                          Davis \_\_\_\_\_ Bannon \_\_\_\_\_

2. VOTE ON THE SPECIAL PERMIT

I move, in view of the approved Findings of Fact, to *approve* Special Permit #937-23 for Michelle Maki, d/b/a Midori's Garden LLC for a marijuana manufacturing establishment in an Industrial zone at 920 Main Street.

[and state any special conditions as the SB may determine...]

**Second:** \_\_\_\_\_  
**Roll call vote:** Elliott \_\_\_\_\_ Gabriel \_\_\_\_\_ Reed \_\_\_\_\_  
                          Davis \_\_\_\_\_ Bannon \_\_\_\_\_



Town of Great Barrington  
Recreational Marijuana Host Agreement Application  
**Items in bold are additional documents that must be included with this application**

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

a) License holder:

Name: Michelle Maki  
Address: 920 South Main Street  
City St, Zip: Great Barrington, MA 01230  
Telephone: 216.235.4904  
Email address: info@midorisgarden.com

b) Applicant Representative: (if different from license holder)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City St, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

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

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

Name: Michelle Maki  
Address: see above; previous employment on attached resume  
City St, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

2. Business Information:

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

Michelle Maki, sole owner/cultivator

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

Joseph Maki (spouse) - capital resources are joint assets

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

Midori's Garden LLC

3. Location:

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

**920 South Main Street, Great Barrington, MA 01230 (Light Industry zone)**

**There is no retail space. This is a cultivation and manufacturing company located on our small family farm.**

**There are no plans for permanent structures to be used. The fenced-in outdoor cultivation site is ~1/2 acre. There will be 1-2 30' x 96' high tunnels, 1-2 sheds or shipping containers for storage/processing, surrounded by outdoor growing area. (Michelle & Joseph Maki are owners of the property. Deed attached.)**

- b) Will you be updating/changing the exterior of the building?

**Please include description/drawing of view from the street, view from abutters**

**No changes/updates will be made to any buildings on our property. This is an outdoor site.**

**The site is not visible from the street as our house blocks the view. The security fence and top of high tunnels could be seen at a distance of several hundred feet by 2 abutters through tree coverage during the winter (but we are an outdoor grow so there won't be anything growing in the winter). It is not visible from any abutters when foliage is in season. (Street view and plot plan with site location are attached.)**

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

Yes. We have adequate parking for ~12 vehicles. The business is intended to remain small, so we only need 5 parking spaces.



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

No

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

0 / none

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

No

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

**Wednesday, July 26, 2023 at 5:30 PM** at Holiday Inn Express & Suites, 415 Stockbridge Road, Great Barrington, MA 01230.

**MICHELLE (MICKEY) MAKI**

920 Main St. Great Barrington, MA 01230 | mickeyamaki@gmail.com

**Education**

**HARVARD BUSINESS SCHOOL**

Boston, MA

**HARVARD KENNEDY SCHOOL OF GOVERNMENT**

*Joint Master in Business Administration / Master in Public Policy, May 2016*

David Rubenstein Fellow. Harvard Graduate Student Leadership Initiative. Peer Consulting Case Coach. Member of African American Student Union and Social Enterprise Clubs.

**THE OHIO STATE UNIVERSITY**

Columbus, OH

*Bachelor of Science in Business Administration – Accounting*

**Experience**

2022- Now

**GATHERED WATERS**

**Owner/Farmer**

Great Barrington, MA

- Cultivating a thriving honey and herb farm on 17 acres of land, specializing in organic practices and sustainable beekeeping techniques.
- Implementing sustainable farming practices, including bee-friendly planting, water conservation, and composting, minimizing the farm's environmental footprint
- Establishing strong relationships with local businesses, farmers' markets, and community organizations, fostering collaborations and expanding distribution networks.
- Developing artisanal honey and herbal products, such as infused honey, herbal teas, and natural skincare items, meeting the highest standards of quality and taste
- Engaged in ongoing professional development and stayed updated on industry trends and best practices through workshops, conferences, and networking.

2020-2022

**AQUARI VENTURES (Sole Proprietorship/Independent Consultant)**

**DEI Subcontractor for Promise54**

Remote

- Spearheaded the development and execution of DEI initiatives for a diverse range of clients, including corporations, non-profit organizations, and educational institutions.
- Conducted comprehensive organizational assessments to identify gaps, opportunities, and areas for improvement in diversity, equity, and inclusion practices.
- Collaborated with senior leadership teams to develop customized DEI strategies aligned with organizational goals, resulting in enhanced cultural competency and increased employee satisfaction.
- Designed and delivered interactive training workshops on unconscious bias, inclusive leadership, and diversity awareness, fostering a more inclusive and equitable work environment.
- Advised on recruitment and talent acquisition strategies to attract and retain diverse candidates, leading to a more diverse workforce and improved representation at all levels.
- Provided guidance and support in the development of employee resource groups (ERGs) to foster a sense of belonging and create platforms for underrepresented voices.
- Facilitated dialogue sessions and mediated challenging conversations around diversity, equity, and inclusion, promoting understanding and fostering a culture of respect.

2017-2019

**WILDFLOWER FOUNDATION**

Cambridge, MA

**Partner**

- Drove the expansion of Wildflower Montessori Schools in the Greater Boston region through recruiting teachers, pursuing institutional partnerships, and community engagement
- Managed operations and logistics of the Wildflower Montessori Diversity Fellowship and Scholarship programs
- Led a 10-month long fellowship consisting of professional development session and individual coaching for a dozen teachers
- Developed materials and resources to guide school leaders through the school founding process
- Advised the Wildflower network in developing and implementing an organizational approach to equity and inclusion—within the classroom and through school operational choices
- Nurtured relationships with other early childhood education organizations in our area of operations
- Supported the preparation of grant applications and charter school applications

- Designed workflows for outreach and recruiting processes to be managed by multiple stakeholders

|                  |  |               |
|------------------|--|---------------|
| 2016-2017        | <b>BOSTON MEDICAL CENTER (BMC)</b><br><b>Special Assistant to the COO (HBS Leadership Fellow)</b>  | Boston, MA    |
|                  | <ul style="list-style-type: none"> <li>• Collaborated with multiple departments and the V.P. of Mission to design and establish a community health worker program aimed at addressing the social determinants of health impacting BMC's most vulnerable patients</li> <li>• Optimized MRI productivity by analyzing capacity and building business case for new hire</li> <li>• Improved inpatient flow by leading effort to diagnose barriers to on-time discharges and proposing solutions</li> </ul>  |               |
| Summer 2015      | <b>MCKINSEY &amp; COMPANY</b><br><b>Summer Associate</b>   | Cleveland, OH |
|                  | <i>Client/Project: Retail Company, Industry Analysis &amp; Procurement Strategy</i> <ul style="list-style-type: none"> <li>• Researched global leather industry and created market analysis identifying opportunities for cost reductions</li> <li>• Conducted interviews with experts within the field and synthesized findings with other data to propose approaches to achieving cost savings</li> <li>• Engaged with team and senior leadership regularly to lead problem solving sessions</li> <li>• Presented final market analysis to project team, including McKinsey and client leadership</li> </ul> <i>Client/Project: Internal Knowledge Development, Healthcare IT</i> <ul style="list-style-type: none"> <li>• Authored healthcare consumer survey and oversaw survey launch and initial data collection</li> <li>• Outlined consumer journeys and associated model solutions to provide insights in addressing open questions</li> </ul>  |               |
| Summer 2014      | <b>SAFAL PARTNERS</b><br><b>Education Pioneers Fellow</b>  | Houston, TX   |
|                  | <ul style="list-style-type: none"> <li>• Oversaw proposal planning and submission of \$9 million project for the U.S. Department of Education</li> <li>• Managed online resource solicitation and selection for the National Charter School Resource Center</li> <li>• Developed and rolled-out standardized proposal and onboarding processes and knowledge repository system</li> </ul>  |               |
| 2011-2013        | <b>ACCENTURE</b><br><b>Management Consulting &amp; Project Management Analyst</b>  | Houston, TX   |
|                  | <i>Client/Project: Global Exploration &amp; Production Company, Company Restructuring</i> <ul style="list-style-type: none"> <li>• Collaborated with 5 department leads to draft a comprehensive list of 30+ legal documents requiring transfers of ownership and amendments to reflect new company structure</li> <li>• Designed and documented multi-phase legal collection process for 6 operating regions across the U.S.</li> <li>• Analyzed metrics from project team, business and vendors and created weekly status reports to inform project leadership and steering committee and direct execution of legal tasks by project team</li> </ul> <i>Client/Project: Multinational Oil &amp; Gas Company, SAP System Implementation</i> <ul style="list-style-type: none"> <li>• Facilitated meetings and conducted interviews with subject matter experts to understand legacy systems and gather data to inform change management strategy</li> <li>• Documented processes across departments, updated workflows for new system, and led train-the-trainer workshops</li> <li>• Led business continuity rehearsals for 3 process teams and presented results to end users to ensure employees were equipped to resume vital activities after the new SAP system became active</li> <li>• Produced monthly invoicing (\$1.5-2M per month) and conducted monthly time and billing variance reconciliations resulting in recapture of 200+ work days, ~\$320K in additional invoicing over a 4-month period</li> </ul> |               |
| 2009-2011        | <b>HOUSTON INDEPENDENT SCHOOL DISTRICT</b><br><b>Elementary Teacher (Teach For America)</b>  | Houston, TX   |
|                  | <ul style="list-style-type: none"> <li>• Instructed 24 students each year using customized lessons based on diagnosed deficiencies and frequently monitored progress to achieve average student growth of 1.5 grade levels</li> <li>• Spear-headed grant writing efforts throughout the school resulting in over \$16K worth of resources donated over two school years and the establishment of a sustainable grant writing approach</li> <li>• Trained colleagues to use classroom technology to facilitate instruction of newly adopted curriculum which generated a 150% increase of investment in technology</li> </ul>   |               |
| <b>Community</b> |  |               |
| 2020-Now         | <b>SAGE MONTESSORI SCHOOL</b><br><b>Board of Trustees, President and Clerk</b>   | Cape Cod, MA  |
| 2018-2019        | <b>BROCKTON INTERFAITH COMMUNITY (BIC)</b><br><b>Volunteer, Cooperative Team</b>   | Brockton, MA  |

*BIC, a member of the Massachusetts Communities Action Network, is a community organizing nonprofit which advocates and organizes for issues which impact the well-being of Massachusetts residents (e.g. education justice, economic justice, etc.)*

- Leveraging my business acumen to support BIC's effort in establishing an ecosystem of cooperative businesses in the areas of housing, childcare, health and food
- Preparing and writing grants
- Training volunteers on how to develop quality work plans to better coordinate their work



## Plot and Site Plan Summary

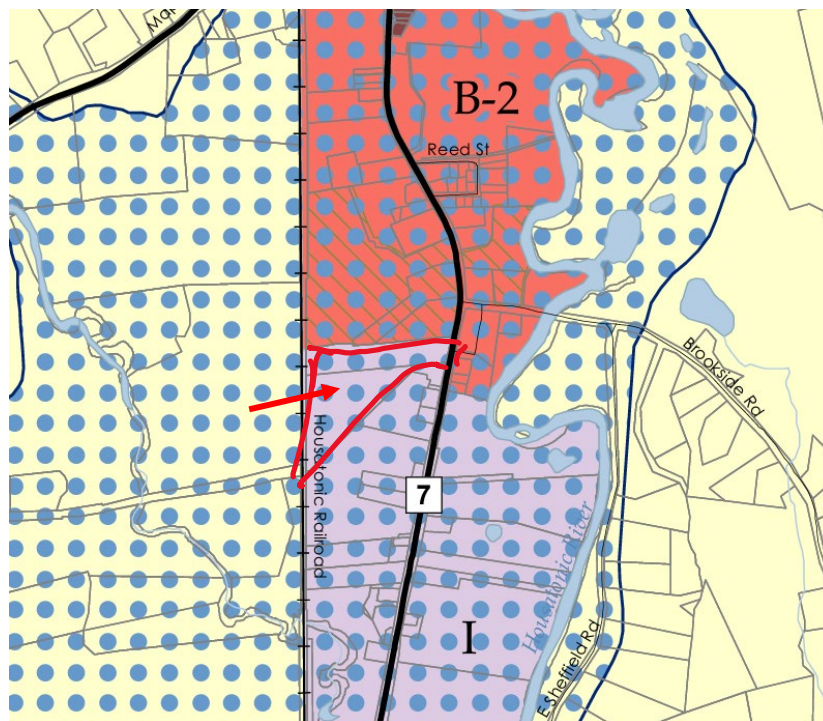
### Midori's Garden LLC

The purpose of this document is to describe the site where Midori's Garden is located and demonstrate compliance with Section 10.5 of the town of Great Barrington's Zoning Bylaws.

Pursuant to Section 10.5, a plot plan of the entire property, with features clearly portrayed, will be submitted for review by the Great Barrington Planning Board. The submitted plot and site plan shall also include representation of proposed exterior security measures. (*Section 7.18.3*)

Please see images and associated descriptions below. Full size versions of all images are available upon request.

### Great Barrington Zoning Map Section



920 Main St (or South Main St) is zoned as (I) Light Industry.

### Current Site and Use

This property is 17-acres located in the transitional corridor on Route 7, south of downtown. We are zoned Light Industry and the land has been and continues to be in agricultural use. The structures on the property consist of a single-family house (our permanent, full-time residence), a barn with 2 run-in shelters attached and a 3-season cabin. The structures are clustered towards Main Street, so the pasture and farmland behind are not visible from the road.

Our closest neighbors are the newly opened affordable housing development, Windrush Commons, The Pediatric Development Center (PDC), and the Brookside Manor senior housing development.

We acquired this property in 2022. We are in the process of establishing a medicinal herb and honey farm called Gathered Waters.

### **Our Vision for Site Development**

We love this land -- the beautiful meadows and wetlands. Therefore, we aim to minimize our impact on the landscape. Most of our land will remain as wildflower meadow for our honeybees. Some garden plots throughout will be dedicated for intentionally cultivating native medicinal herbs. Of course, the wetlands will remain untouched.

The Midori's Garden site will be located right in the middle a wildflower meadow. We intentionally designed the site to be small so it's manageable by a small team of employees we can trust and the site itself does not take over our home.

In alignment with our desire to minimize alterations to the land, we have opted for an outdoor cultivation site with only high tunnels and temporary structures such as small sheds and a shipping container for processing and storing. No permanent foundations will be used. Per state regulations, the site must be fenced in. We will utilize natural appearing fencing materials and cultivate native perennials alongside the exterior fence to maintain a pleasing aesthetic. Within the fence, the roof of the high tunnels will be visible, but the other temporary structures would not be visible.

Our outstanding "construction" to fully equip Midori's Garden is:

- Installing one more hoop house/high tunnel
- Acquiring 1 shipping container for storage, a freezer container, and one small processing shed
  - Ensure any runoff from rainwater on hoop house, containers or sheds is draining properly by grading surrounding land; ideally, we can collect it in rain harvesting barrels to use for irrigation.
- Acquiring portable bathrooms and eventually building a small, bathroom shed with composting toilet
- Installing a 6' security fence around the site perimeter – these are just fence posts that go a few feet into the ground.
- Planting aromatic medicinal herbs in and around the perimeter fence including climbing perennials alongside fencing
- Installing any posts for security cameras as needed
- Adding irrigation tank and laying irrigation

We are confident that this site design allows us to maintain or even improve the character of our property.

## **Drainage**

Proper drainage is critical to be good stewards of the land, good neighbors, and to ensure our plants aren't water logged. Due to our site design, we anticipate very minimal if any interruption to the flow of water. We have monitored the site for the last year and determined it to be suitable to allow for adequate draining. Additionally, we have accessed the ability to absorb additional water from irrigation by cultivating tomatoes and peppers in our high tunnel. We have not noticed any impact on drainage thus far.

We are taking on the following measures and considerations to ensure continued proper drainage:

1. Site selection- cultivation area was then strategically designed to work with the existing drainage system and avoid disrupting the natural flow of water.
2. High Tunnels and Outdoor Planting: High tunnels and outdoor planting directly into the ground can actually benefit drainage. High tunnels typically have open ends, allowing water to flow freely through the structure and minimize the risk of water accumulation within the growing area. The plants planted in the ground can further help absorb excess water, especially in a wet area.
3. Rainwater Harvesting: Rainwater harvesting (from the rooves of our hoophouse, shed and processing container) is part of our irrigation strategy. This practice can actually help alleviate pressure on the local drainage system. By collecting and using rainwater on-site, we reduce the amount of runoff entering the wetlands, which can be beneficial for the natural drainage of the area.
4. Monitored City Water Usage – If we must use city water for irrigation, it will be carefully controlled to avoid over-saturation of the soil and excessive runoff. This again is required for cannabis to grow successfully.
5. Retaining Natural Features: Since our changes to the land are so minimal, we are retaining the natural features like vegetation and soil types that contribute to the area's ability to absorb and channel water effectively.
6. Compliance with Regulations: Our cultivation plans will strictly adhere to all local and federal regulations concerning wetlands, floodplains, and drainage.
7. Regular Monitoring and Adaptation: Every season, we will monitor how the site is draining. Especially during heavy rainfall or extreme weather events. Any issues related to drainage will be addressed promptly, and we will make the necessary adjustments to the cultivation setup if required to maintain proper drainage.

## **Landscaping for Odor Mitigation**

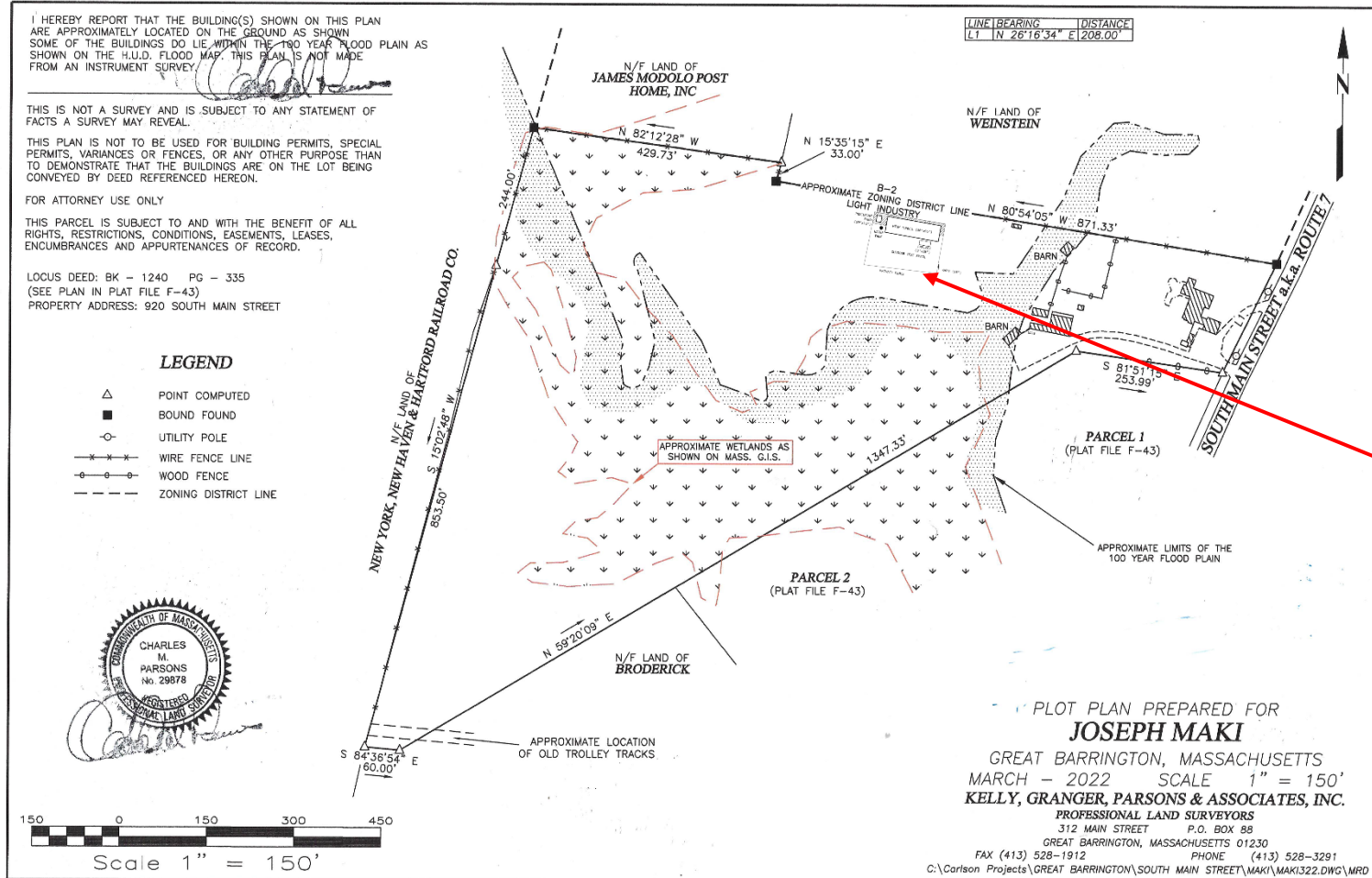
Since we are a very small outdoor grow, the only period of the year where the cannabis plants will produce a noticeable smell is from the middle of the flowering period of the plant, until harvest. This is typically part of September and early October. Based on nearby outdoor grows that also use high tunnels (CannaProvisions and The Pass in Sheffield) and the very small size of

our grow, we DO NOT anticipate any abutters or anyone on the street will be able to notice the smell. (And the processing into a tincture does not produce a noticeable odor.)

However, to mitigate this risk and assure our community members, we have planned to leverage the other herbs and flowers we already cultivate on our farm. We will strategically plant our other aromatic herbs in the areas where their odor-producing terpenes will counter the cannabis' odor-producing terpenes. The strong aromatics of lavender, basil, lemon balm, chamomile and others together will reduce the cannabis scent. It may ultimately smell like a pleasant poppori! As a bonus, it will be visually beautiful.



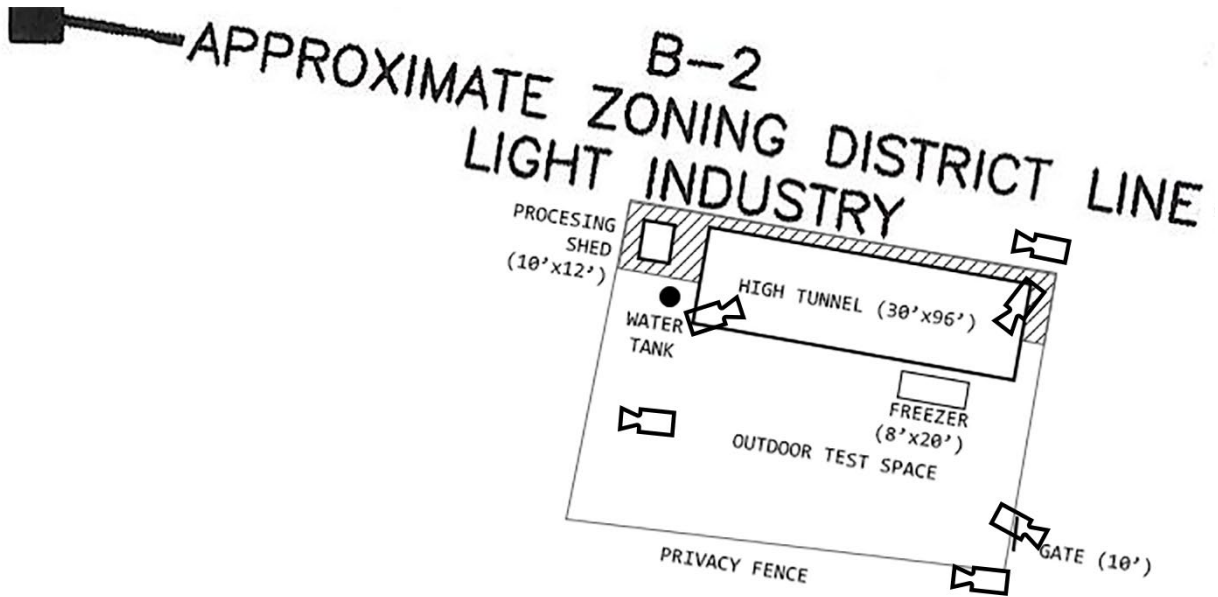
### Plot Plan - 920 South Main St. Great Barrington, MA



Midori's  
Garden  
Site,  
Year 1  
Footprint

The site is located on land that is outside all identified wetlands and wetlands buffer areas (based on Plot Plan and GIS data). It is also positioned, behind our residence, in a way where it is not visible from the road.

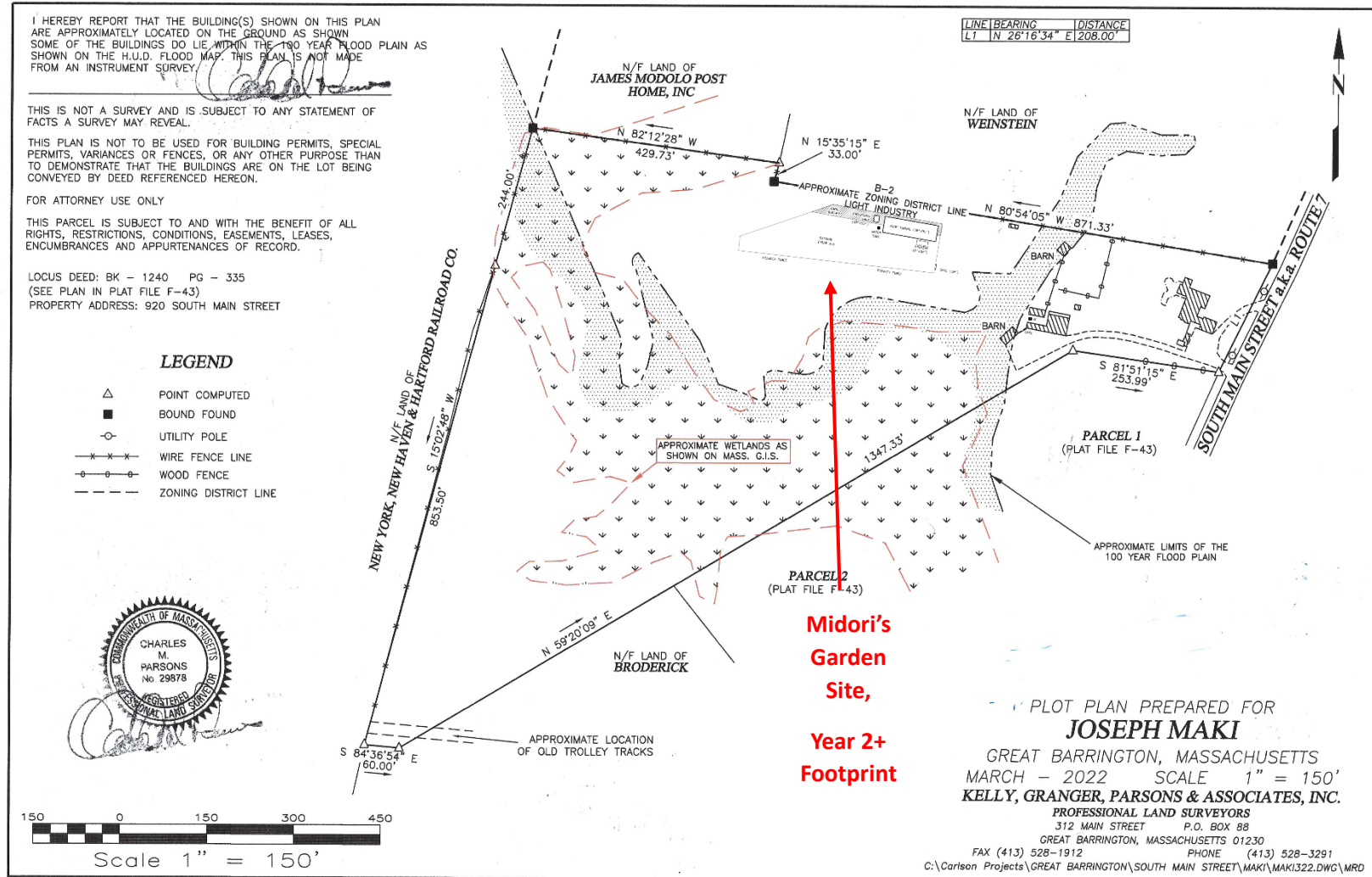
Site Plan - Year 1



In Year 1, an area of 82 ft. by 136 ft will be fenced-in as the business site.

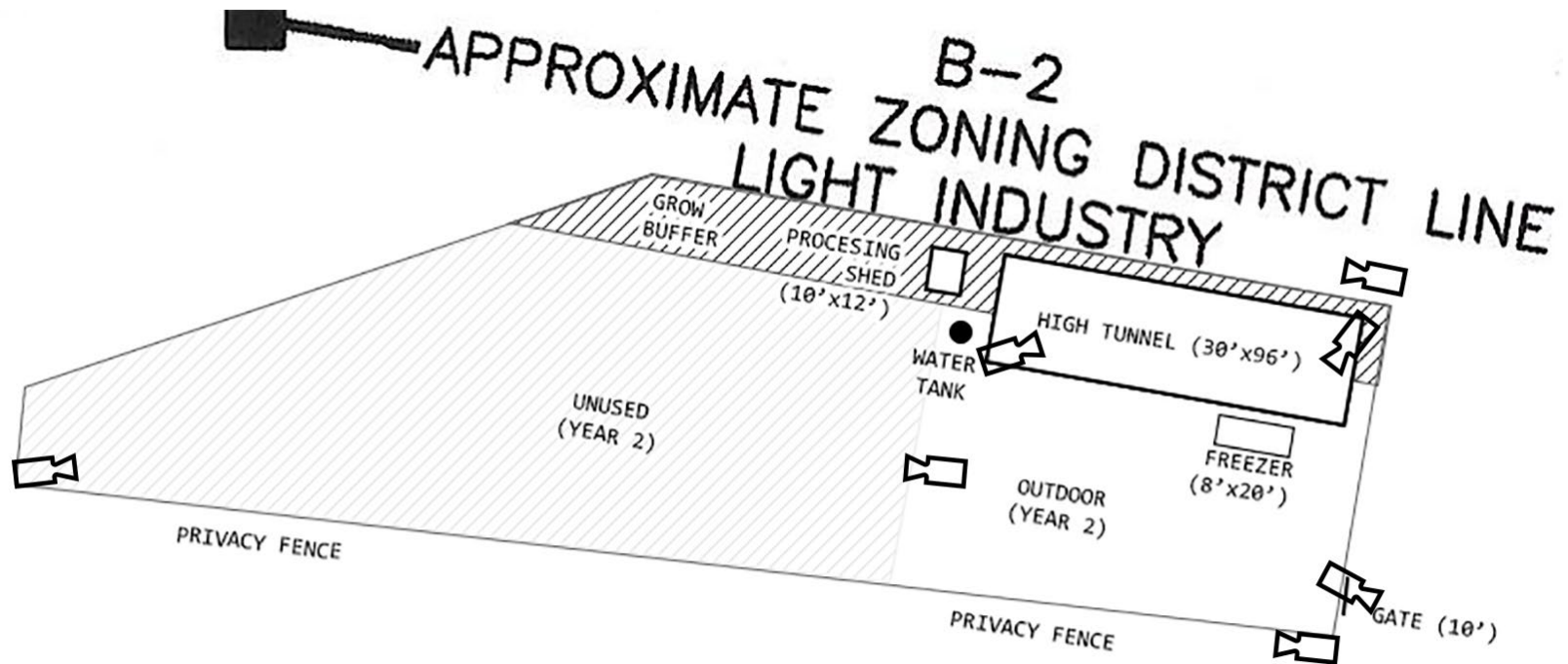
Security cameras will be installed as shown.

**Plot Plan**  
**(with Year 2 Site Plan)**



In Year 2, the site will expand in the same location to an area of roughly 82 ft by 320 ft. This is the final site footprint.

Site Plan - Year 2 and beyond



Security cameras will be installed as shown.

In Year 3 and subsequent years, additional plants will be grown in the space labeled “unused Year 2”, but the overall footprint will remain the same.



**Street view of property**



920 South Main St has ~200 ft of frontage. Our residence blocks the view into the rear of the property. Therefore, the proposed site is blocked from public view.



**Aerial view of site (facing Main St)**

**Our house**



This site is located ~500 ft from Main St. There is also wooded area to the North (left side in this image) which blocks the view from abutters.

The Midori's Garden site will be fenced in per state and local regulations, and all cannabis cultivation and processing will be done within that area. However, other herbs and livestock are grown throughout this property, as part of our family farm- Gathered Waters.

# Berkshire Southern District Registry of Deeds

## Electronically Recorded Document

This is the first page of the document - Do not remove

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### Recording Information

|  |                  |
|--|------------------|
| Document Number                        | : 270325         |
| Document Type                          | : DEED           |
| Recorded Date                          | : April 22, 2022 |
| Recorded Time                          | : 03:23:10 PM    |
| Recorded Book and Page                 | : 02773 / 91     |
| Number of Pages(including cover sheet) | : 5              |
| Receipt Number                         | : 65948          |
| Recording Fee (including excise)       | : \$3,119.00     |

\*\*\*\*\*

MASSACHUSETTS EXCISE TAX  
 Southern Berkshire ROD 001  
 Date: 04/22/2022 03:23 PM  
 Ctrl# 012925 30417 Doc# 00270325  
 Fee: \$2,964.00 Cons: \$650,000.00

\*\*\*\*\*

**Berkshire Southern District Registry of Deeds**  
**Michelle Laramee-Jenny, Register**  
**334 Main Street, Suite 2**  
**Great Barrington, MA 01230-1894**  
**413-528-0146**  
<http://www.masslandrecords.com/BerkSouth/>

**QUITCLAIM DEED**

I, **JOHN J. BRODERICK, JR.**, being married to Donna L. Broderick, of Great Barrington, Berkshire County, Massachusetts, for consideration paid in the amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00), grant to **JOSEPH WALTER MAKI and MICHELLE A. MAKI**, husband and wife, as Tenants by the Entirety, now of 920 South Main Street, Great Barrington, MA 01230 with **QUITCLAIM COVENANTS**, the land in the Town of Great Barrington, Berkshire County, Commonwealth of Massachusetts, bounded and described as follows:

Locus: 920 South Main Street, Great Barrington, Massachusetts



**PARCEL I:**

A certain parcel of land located on the westerly of Route 7, in Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at a point in the assumed westerly side line of said roadway in line of land now or formerly of one Stockfish, said point being the northeasterly corner of the premises hereby conveyed; thence westerly along the southerly line of said Stockfish to a point in the southwesterly corner of said Stockfish; thence northerly in line of land now or formerly of said Stockfish 36 feet to a point in line of land now or formerly of The James A. Modolo Post Home, Inc.; thence westerly along the southerly line of said James A. Modolo Post Home, Inc., to a point in the line of land now or formerly of the New York, New Haven and Hartford Railroad Company; thence southerly along land now or formerly of said New York, New Haven and Hartford Railroad Company 244 feet to a point in line of other land now or formerly of the grantors herein, said point being also the southwesterly corner of the premises hereby conveyed; thence easterly along said grantors' roadway, said point being also the southwesterly corner of the premises hereby conveyed; thence northerly along the westerly side line of said roadway 208 feet to the point of beginning.

**PARCEL II:**

All that certain piece or parcel of land situated on the westerly side of Route 7, Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe to be set, said pipe being N 81° 51' 15" W a distance of 253.99 feet from an iron pipe to be set in the westerly sideline of said Route 7, said point being in line of other land of John J. Broderick & J. Suzanne Broderick and the northeast corner of the parcel herein described.

Running thence S 59° 20' 09" W a distance of 1347.33 feet along other land of Barbara N. Broderick (Lots 1 & 2) to an iron pipe to be set;

Running thence N 84° 36' 54" W a distance of 60.00 feet along other land of Barbara N. Broderick to an iron pipe to be set in line of land of now or formerly of the New York / New Haven / Hartford Railroad Company;

Running thence N 15° 02' 48" E a distance of 853.50 feet along land now or formerly of the New York / New Haven / Hartford Railroad Company to an iron pipe found, said pipe being southwest corner of land of said J. & J. S. Broderick;

Running thence S 81° 51' 15" E a distance of 1007.26 feet along said land of John J. Broderick & J. Suzanne Broderick to the point and place of beginning, containing 10.343 acres of land.

The above described premises are conveyed subject to:

1. Easement to Massachusetts Electric Company, recorded in the Southern Berkshire Registry of Deeds in Book 391, Page 831, insofar as said easement affects the premises.
2. Easement to Quinnehtuc Company, insofar as said easement affects the premises.
3. Drainage easement to the Town of Great Barrington, insofar as said easement affects the premises.
4. Easement to Pittsfield Electric Company, insofar as said easement affects the premises.

Meaning and intending to convey and hereby conveying the same premises as Parcel 4 on map entitled "Plan of Land Surveyed for Barbara N. Broderick, In Great Barrington, Massachusetts, March - 1990, Sale 1" = 80'" prepared by Kelly, Granger, Parsons and Associates, Inc., of Great Barrington, Mass., recorded in the Southern Berkshire Registry of Deeds in Plat File F-43.

Being all and the same premises conveyed to the Grantor herein by deed of John J. Broderick, Jr. and J. Suzanne Broderick, dated May 29, 2001 and recorded at the Southern Berkshire Registry of Deeds in Book 1240, Page 335.

I, Donna L. Broderick, being married to John J. Broderick Jr. (Grantor) hereby release any rights I may have in Homestead.

The Grantor herein releases all rights of homestead and other interest in the premises, and affirms there are no other persons entitled to the protection of the homestead act.

Witness my hand and seal this 20th day of April, 2022.

  
JOHN J. BRODERICK, JR.

  
DONNA L. BRODERICK

**COMMONWEALTH OF MASSACHUSETTS**


Berkshire, ss.

On this 20th day of April, 2022, before me, the undersigned notary public, personally appeared, **JOHN J. BRODERICK, JR. and DONNA L. BRODERICK**, who both proved to me through satisfactory evidence of identification, being (check whichever applies):

driver's license or other state or federal government document bearing a photographic image,

oath or affirmation or a credible witness known to me who knows the above signatory,

or  
 my own personal knowledge of the identity of the signatory, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

  
Louis J. Oggiani, Notary Public  
My commission expires: 7/31/2026



Louis J. Oggiani  
NOTARY PUBLIC  
Commonwealth of  
Massachusetts  
My Commission Expires  
7/31/2026

Planning Board Master Plan  
Committee Assignments

Agenda 8 a.

| Category    | Action or Strategy | Description   | Lead and Responsibility   | Assignment Category | PB Follow-Up | No Regrets         | Building Blocks | Near Term Projects                       | Vision Projects  | Cost to the Town | PROGRESS TO DATE (August 2023)   |
|-------------|--------------------|---|---|---------------------|--------------|--------------------|-----------------|--|------------------|------------------|--|
| CHARACTER   | 7                  | Revitalize the Housatonic school campus, attending to the concerns and opportunities outlined in the Task Force Report, including the building itself and parking, and recognizing that the market has not interested in the school building. Explore a CDBG grant. LU H.2  | Selectboard (Town Manager)                                      | Selectboard         | Brandee      |                    |                 | Plans, funding or strategies established | Activity by 2015 | C \$             | <i>Good Progress. Selectboard has designated a developer who will create 8 moderate-income rental apartments while preserving the historic building.</i> |
| COMMUNITY   | 78                 | Create a municipal affordable housing trust fund managed by a housing committee. Proactively advertise this fund. HO 2.4  | Selectboard (Town Manager, Financial Coordinator, Town Planner) | Selectboard         | Brandee      |                    |                 | X  |                  | A \$             | <i>Completed.</i>  |
| COMMUNITY   | 109                | Resolve the status of the Housatonic School, attending to recommendations of the Housatonic School Campus Task Force, ongoing maintenance or operational costs, and plans for Ramsdell Library and the Community Center. SF 4.1   | Selectboard (Town Manager, Planning Board, Town Planner)        | Selectboard         | Brandee      |                    |                 | X  |                  | C \$\$\$         | <i>Resolved. Selectboard has designated a developer to create housing units. See also #7.</i>  |
| COMMUNITY   | 110                | Keep the District Court at the former Dewey School. Conduct building improvements and complete negotiation of long-term lease. SF 4.2   | Selectboard (Town Manager, DPW Superintendent)                  | Selectboard         | Brandee      | Already in process |                 | X  |                  | C \$             | <i>Completed.</i>  |
| CONNECTIONS | 122                | Improve winter sidewalk maintenance in neighborhoods. Consider a regulation that requires homeowners and businesses to clear their sidewalks within 24 hours of a snow event; attend to concerns of the disabled and the elderly for whom this might be a burden. TR 1.6  | Selectboard (Town Manager, DPW Superintendent, Police Chief)    | Selectboard         | Brandee      |                    |                 | X  |                  | n/a              | <i>Nothing to report</i>   |
| CONNECTIONS | 124                | Commit that every street or road improvement, such as widening, intersection redesign, repaving, and guardrails, also accommodate pedestrians and bicycles. Mandate this in all public roads, subdivision roads, and the driveways of any new commercial development. Attend especially to the needs of our youngsters and senior citizens. Where the road is state-maintained, e.g., all of Route 7 and Route 23 outside of downtown, advocate to Mass DOT to include bike lanes. TR 1.8 | Selectboard (DPW Superintendent, Town Planner)                  | Selectboard         | Brandee      | X                  |                 |  |                  | n/a              | <i>Completed</i>   |
| CONNECTIONS | 152                | Lobby for and support Housatonic Railroad's efforts to restore passenger railroad service. ED 7.1   | Selectboard, Town Manager                                       | Selectboard         | Brandee      | X                  |                 |  |                  | n/a              | <i>Nothing to report</i>   |
| COMMERCE    | 158                | Establish an economic development committee as a liaison between businesses and town government, to track and understand the town's position and changing needs, and to focus on implementing Plan goals and strategies. ED 1.1   | Selectboard (Town Manager)                                      | Selectboard         | Brandee      |                    | X               |  |                  | n/a              | <i>EDC was created but subsequently dissolved</i>  |
| COMMERCE    | 164                | Continue to invest in a quality K-12 school system. Close scrutiny of the school budget should continue, but so should the desire to invest in our schools as a basic foundation of our quality of life and our workforce development. ED 5.1   | Selectboard (Town Manager)                                      | Selectboard         | Brandee      |                    |                 |  | X                | A \$\$           | <i>Consolidation discussions underway.</i>   |
| COMMERCE    | 165                | Renovate the high school to better meet the educational needs of our youth and to bring the building up to 21 <sup>st</sup> century learning and safety standards. ED 5.2   | Selectboard (Town Manager)                                      | Selectboard         | Brandee      |                    |                 |  | X                | C \$\$\$         | <i>Consolidation discussions underway.</i>   |
| COMMERCE    | 166                | Support vocational and technical training. Education should continue its goal of better preparing students for the jobs that Great Barrington wants to attract and retain, and also for the jobs that will always be here. ED 5.3   | Selectboard (Town Manager)                                      | Selectboard         | Brandee      |                    |                 | X  |                  | A \$\$           | <i>Vocational programs increasing and likely to be increasing when a new high school is built</i>  |

Planning Board Master Plan  
Committee Assignments

| Category                     | Action or Strategy | Description  | Lead and Responsibility                      | Assignment Category | PB Follow-Up | No Regrets | Building Blocks | Near Term Projects | Vision Projects | Cost to the Town | PROGRESS TO DATE (August 2023)   |
|------------------------------|--------------------|--|--|---------------------|--------------|------------|-----------------|--------------------|-----------------|------------------|--|
| COORDINATION & COLLABORATION | 198                | Create a housing committee, or form a partnership with the Housing Authority or Community Development Corporation of South Berkshire, that will work with town staff, homeowners, Realtors, and other professionals in town and region-wide to implement these housing strategies. HO 3.1  | Selectboard (Town Manager)                   | Selectboard         | Brandee      |            |                 | X                  |                 | n/a              | Housing subcommittee created. Regional housing discussions resulted in county-wide report 2022. Locally, Housing Trust and nonprofits communicate regularly. |
| COORDINATION & COLLABORATION | 208                | Make consistency with the Master Plan a consideration in developing and evaluating the Capital Improvement Plan. Since capital spending is such a large and visible component of the annual budget, such a requirement would ensure infrastructure investments support, and do not detract from, the vision and goals of the Master Plan. LU G.1 | Selectboard                                  | Selectboard         | Brandee      | X          |                 |                    |                 | n/a              | Included in Town Manager's development of annual budgets   |
| COMMUNITY                    | 89                 | Provide technical assistance to homeowners and businesses for energy audits and conservation measures. This can include providing to property owners on a regular basis, perhaps in the tax bills, information about existing free energy audit programs, and rebates for efficient upgrades. EN 1.1   | Energy Committee                             | Energy Committee    | Brandee      | X          |                 |                    |                 | A \$             | No significant progress since last report, though the Town is part of a multi-town energy audit and efficiency program funded by Mass Save and run by BRPC.  |
| COMMUNITY                    | 90                 | Educate homeowners and businesses about small scale solar, wind, or other renewable technologies   | Energy Committee                             | Energy Committee    | Brandee      | X          |                 |                    |                 | n/a              | Nothing new to report  |
| COMMUNITY                    | 92                 | Using technical assistance funds from Green Communities grants, establish a revolving loan fund to underwrite costs of installing renewable energy systems. Priority should be given to low income households and seniors on fixed incomes. EN 2.2   | Energy Committee (Town Accountant)           | Energy Committee    | Brandee      |            |                 | X                  |                 | A \$             | Nothing to report.   |
| COMMUNITY                    | 94                 | Investigate property tax and personal property tax incentives for small scale rooftop or off the grid renewable energy and energy efficiency. EN 2.6   | Energy Committee (Assessor)                  | Energy Committee    | Brandee      |            |                 | X                  |                 | A \$             | Nothing to report.   |
| COMMUNITY                    | 95                 | Provide incentives to homeowners with older homes who are undertaking energy efficient improvements such as insulation, air sealing, and heating system upgrades. EN 5.3   | Energy Committee                             | Energy Committee    | Brandee      |            |                 | X                  |                 | A \$             | CDBG funded housing rehab program will continue in 2023-2024, pending grant application  |
| COMMUNITY                    | 96                 | Actively pursue Solarize Mass program in Great Barrington in order to maximize the available solar incentives offered by the Commonwealth. EN 3.2  | Energy Committee (Selectboard)               | Energy Committee    | Brandee      | X          |                 |                    |                 | n/a              | Completed  |
| COMMUNITY                    | 97                 | Reduce municipal energy use by 20 percent within five years of Green Community designation. This is in accordance with the Green Communities program and the energy reduction plan developed by the Town's Energy Committee. EN 4.1  | Energy Committee (Selectboard, Town Manager) | Energy Committee    | Brandee      |            |                 | X                  |                 | C \$\$           | Some progress but tracking data has not been completed.  |
| COMMUNITY                    | 98                 | Sponsor renewable energy facilities on private property, most likely by purchasing the power generated by systems on private property. EN 4.3  | Energy Committee                             | Energy Committee    | Brandee      |            |                 | X                  |                 | n/a              | Completed.   |
| COMMUNITY                    | 99                 | Develop a local investment fund, for those seeking returns from small town "Main Street" businesses, rather than "Wall Street." ED 2.5   | Economic Dev. Comm. (Town Planner)           | Economic Dev. Comm. | Brandee      |            |                 | X                  |                 | n/a              | Nothing to report  |
| COMMUNITY                    | 105                | Investigate, and promote where feasible and environmentally friendly, small scale hydroelectric projects using the town's abundant water resources. EN 2.5   | Energy Committee (Conservation Comm.)        | Energy Committee    | Brandee      |            |                 |                    | X               | n/a              | Nothing to report  |



Planning Board Master Plan  
Committee Assignments

| Category  | Action or Strategy | Description  | Lead and Responsibility               | Assignment Category | PB Follow-Up | No Regrets | Building Blocks | Near Term Projects | Vision Projects | Cost to the Town | <i><u>PROGRESS TO DATE</u></i><br><i><u>(August 2023)</u></i>             |
|-----------|--------------------|--|---------------------------------------|---------------------|--------------|------------|-----------------|--------------------|-----------------|------------------|---|
| COMMUNITY | 106                | Conduct renewable energy feasibility studies at town sites, including the landfill and the rooftops of all town buildings and in parking lots. Develop renewable energy systems wherever the studies are favorable. EN 4.2 | Energy Committee (DPW Superintendent) | Energy Committee    | Brandee      |            |                 | X                  |                 | C S              | <i>No favorable sites at this time. Reevaluate as technology improves</i> |

JOINT LETTER OF THE SELECT BOARDS IN THE TOWNS OF  
GREAT BARRINGTON, LEE, LENOX, SHEFFIELD, AND STOCKBRIDGE  
REGARDING RAIL TRANSPORT FOR HOUSATONIC REST OF RIVER CLEANUP PLAN

December \_\_, 2023

[VIA EMAIL: tagliaferro.dean@epa.gov]

Mr. Dean Tagliaferro  
EPA New England  
10 Lyman Street, Suite 2  
Pittsfield, MA 01201

**RE: Rest of River – General Electric Transportation & Disposal (T&D) Plan**

Dear Mr. Tagliaferro,

Allow us to articulate our towns' resolute support for the integration of rail transport in the Housatonic Rest of River clean-up project. However, our collective sentiment is one of profound surprise and disappointment stemming from the apparent disregard for rail options evident in the recent plan submitted by Arcadis on behalf of General Electric. The challenges posed to rail within this submission lack the inventive solutions we had hoped for, and the early emphasis on trucks raises legitimate concerns about the depth of GE's commitment to a comprehensive analysis of rail transport in the project's future stages.

We insist that ongoing evaluations be conducted with greater rigor than has been demonstrated so far, recognizing the Environmental Protection Agency (EPA) as the sole entity endowed with the authority to mandate such endeavors. The paramount importance of maximizing rail transport, both to the Upland Disposal Facility (UDF) and beyond state borders, cannot be overstated. It serves as a linchpin for minimizing disruption to our residents and alleviating the burden on municipal infrastructure. In our perspective, rail should be elevated to the status of the primary mode of transport—an inclination not presently mirrored in the existing plan.

Our conviction remains steadfast in the notion that maximizing rail represents the most judicious approach to the project, countering the prevailing emphasis on trucks. We fully expect EPA, guided by its policy goals, will discern rail as the optimal choice, given its inherent capacity to reduce vehicular traffic on roadways, rendering it a safer option. Furthermore, from a public health standpoint, rail will likely emerge as the safest option, pending confirmation by the respective boards of health, whose scientific analyses are anticipated.

The plan's apparent indifference towards rail introduces legitimate apprehensions regarding the boundaries prescribed by the settlement agreement that precipitated its formulation. Should insurmountable financial constraints contribute to the dismissal of rail, we beseech our federal delegation (copied) to procure the requisite supplemental aid for improvements, thereby bridging any extant gaps. Put plainly, if GE lacks a legal mandate to fund rail infrastructure, we advocate for

federal funding to be secured for necessary improvements preceding the project's commencement. This proposition encapsulates the most substantive contribution our federal representatives can proffer at this stage, surpassing the confines of existing regulatory or settlement agreement provisions.

As the ongoing comment period persists, you may anticipate further missives from each of our towns, ardently championing the cause of rail, supplemented by comprehensive analyses. We extend our gratitude for your thoughtful consideration and anticipate a favorable response.

Sincerely,

Stephen Bannon, Chair  
Selectboard, Great Barrington, MA

Robert C. Kilmer, Jr., Chair  
Select Board, Sheffield, MA

Robert H. Jones, Jr., Chair  
Select Board, Lee, MA

Ernest J. Cardillo, Chair  
Board of Selectmen, Stockbridge, MA

Edward Lane, Chair  
Select Board, Lenox, MA

cc: The Honorable Edward Markey, U.S. Senate  
The Honorable Elizabeth Warren, U.S. Senate  
The Honorable Richard Neal, U.S. House of Representatives  
Her Excellency Maura Healey, Governor of Massachusetts  
The Honorable Paul Mark, State Senator  
The Honorable Smitty Pignatelli, State Representative, 3<sup>rd</sup> Berkshire



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**APPLICATION FOR AMENDMENT-Pledge of Collateral**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN  STATE  ZIP CODE

For the following transactions (Check all that apply):

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location  | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)                          | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)         |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises   | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)                   | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name   | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt)                  | <input type="checkbox"/> Management/Operating Agreement                       |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder                        | <input type="checkbox"/> Change of Hours                                      |
|  |  | <input checked="" type="checkbox"/> Other <input type="text" value="Pledge of Inventory"/> | <input type="checkbox"/> Change of DBA  |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

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



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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SAANVI LIQUOR INC  
10 DEPOT ST  
HOUSATONIC MA 01236-7715

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, SAANVI LIQUOR INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

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Edward W. Coyle, Jr., Chief  
Collections Bureau





**Certificate of Compliance**

SAANVI LIQUOR INC  
10 DEPOT STREET  
HOUSATONIC MA 01236

Date: October 2, 2023  
Letter ID: L0000005516  
Employer ID (FEIN): XX-XXX1092

Certificate ID: L0000005516

The Department of Unemployment Assistance certifies that as of 01-Oct-2023, SAANVI LIQUOR INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

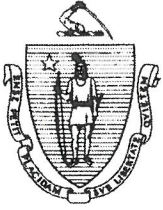
This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director  
Department of Unemployment Assistance

**Questions?**

Revenue Enforcement Unit  
Department of Unemployment Assistance  
Email us: Revenue.Enforcement@detma.org  
Call us: (617) 626-5750



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

RECEIVED  
 TOWN OF GREAT BARRINGTON

OCT 30 2023

SELECTBOARD &  
 TOWN MANAGER'S OFFICE

**APPLICATION FOR AMENDMENT-Pledge of Collateral**

Pledge of License     Pledge of Stock     Pledge of Inventory

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Pledge of License, Stock or Inventory Application
- Pledge documentation
- Promissory note
- Vote of the Entity
- Payment Receipt

**1. BUSINESS ENTITY INFORMATION**

|                   |                  |                     |
|-------------------|------------------|---------------------|
| Entity Name       | Municipality     | ABCC License Number |
| Saanvi Liquor Inc | Great Barrington | 89994-PK-0464       |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation.

Pledge of License and Inventory to Rockland Trust Company in consideration for a \$600,000.00 loan (Note & Pledge attached).

**APPLICATION CONTACT**

The application contact is the person who should be contacted with any questions regarding this application.

|                |          |                     |              |
|----------------|----------|---------------------|--------------|
| Name           | Title    | Email               | Phone        |
| Matthew Porter | Attorney | mporter@clozers.com | 508-238-2510 |

**2. AMENDMENT-Pledge Information**

**Pledge of License**

To whom is the pledge being made:

**Pledge of Inventory**

Rockland Trust

**Pledge of Stock**

**3. FINANCIAL DISCLOSURE**

**SOURCE OF FINANCING**

Please provide signed financing documentation.

| Name of Lender         | Amount       | Type of Financing  | Is the lender a licensee pursuant to M.G.L. Ch. 138.          |
|------------------------|--------------|--------------------|---|
| Rockland Trust Company | \$600,000.00 | Business Term loan | <input type="radio"/> Yes <input checked="" type="radio"/> No |
|                        |              |                    | <input type="radio"/> Yes <input type="radio"/> No            |
|                        |              |                    | <input type="radio"/> Yes <input type="radio"/> No            |
|                        |              |                    | <input type="radio"/> Yes <input type="radio"/> No            |

**FINANCIAL INFORMATION**

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

Copies of the promissory note and pledge attached.

## APPLICANT'S STATEMENT

I, Sureshkumar S. Patel the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of Saanvi Liquor Inc.  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

*S. Patel*

Date:

09/01/23

Title:

President

July 14, 2022

Sureshkumar Patel, President  
Priyankaben Patel, Treasurer  
Saanvi Liquor Inc.  
10 Depot Street  
Housatonic (Great Barrington), MA 01230

Re: Saanvi Liquor, Inc. (the "Borrower")

Dear Sureshkumar & Priyankaben:

We are pleased to inform you that Rockland Trust Company (the "Bank") has approved your application for a \$600,000.00 secured loan. The loan will be subject to the following terms and conditions:

**BORROWER.** The Borrower will be Saanvi Liquor Inc.

**USE OF LOAN.** The proceeds of the loan will be used solely to refinance the seller's note used for the purchase of a liquor store and deli located at 10 Depot Street Housatonic (Great Barrington), MA 01230. In no event may loan proceeds be used for personal, family or household purposes.

**AMOUNT.** The amount of the loan will be \$600,000.00.

**CLOSING DATE.** The closing of the loan must occur no later than September 13, 2022. If the loan does not close on or before such date, the Bank may withdraw this commitment without any further obligation on its part or change the terms and conditions, including but not limited to, the interest rate of the loan.

**MATURITY DATE.** Provided that repayment of the loan has not been required at an earlier date by default or otherwise, all remaining unpaid principal of the loan, together with accrued and unpaid interest, will be due and payable on the date that is 7 years from the Closing Date ("Maturity Date).

**INTEREST RATE (OPTION 1).** The principal amount of the loan outstanding from time to time will bear interest at an adjustable rate per annum equal to the rate listed by the Federal Home Loan Bank of Boston (FHLBB) as the so-called Five (5) Year "Classic Advance Rate" which is utilized by the Bank in its commercial lending activities plus 2.50%. Definitive loan documents will provide for an alternative rate if the FHLBB Index is not available or cannot be determined. The above rate will be increased or decreased, on an adjustment date that will occur on the Fifth (5<sup>th</sup>) Year anniversary to a rate per annum equal to the rate listed by the Federal Home Loan Bank of Boston (FHLBB) as the so-called Two (2) Year "Classic Advance Rate" which is utilized by the Bank in its commercial lending activities plus 2.50%. If the loan were to close today, would result in an initial rate of 5.83% per annum.

**INTEREST RATE (OPTION 2).** The principal amount of the loan outstanding from time to time will bear interest at a fixed rate equal to a rate per annum equal to the Seven (7) Year "Classic Advance Rate" which is utilized by the Bank in its commercial lending activities plus 2.50%. The term "Seven (7) Year Classic Advance Rate" shall be the rate listed by the Federal Home Loan Bank Boston (FHLBB) as the so-called Seven (7) Year Classic Advance Rate. Definitive loan documents will provide for an alternative rate if the FHLBB Rate is not available or cannot be determined. If the loan were to close today, would result in an initial rate of 6.00% per annum.



**INTEREST AFTER DEFAULT.** If an event of default (as will be defined in the loan documents) shall occur, the rate of interest will be increased to a per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default plus (b) six (6%) percent. However, under no circumstances will the interest rate exceed the maximum interest rate limitations under applicable law.

**INTEREST CALCULATION METHOD** Interest payable under the loan shall be computed on an actual/360 day method (also known as a 365(366)/360 basis); that is, by dividing the interest rate over a year of 360 days and multiplying the resulting daily rate by the actual number of calendar days elapsed during which the principal balance is outstanding.

**REPAYMENT (OPTION 1).** The Borrower will make level payments of principal and interest monthly in arrears based on an amortization schedule of 84 months (the "Original Amortization Schedule"). For illustrative purposes, based on the interest rate that would be in effect if the Loan were to close as of the date of this Commitment, the initial payment amount would be approximately \$8,739.55. Payment amounts are subject to change on the Fifth (5<sup>th</sup>) Year anniversary, up or down, as outlined above, and calculated based upon the applicable resulting interest rate, the then outstanding principal balance and the number of months remaining from the Original Amortization Schedule (although the Note may have a much shorter maturity).

Payments will be applied first to outstanding expenses and fees owed to the Bank, then to accrued interest, then to principal.

**REPAYMENT (OPTION 2).** The Borrower will make level payments of principal and interest monthly in arrears based on an amortization schedule of 84 months. For illustrative purposes, based on the interest rate that would be in effect if the Loan were to close as of the date of this Commitment, the payment amount would be approximately \$8,789.12.

Payments will be applied first to outstanding expenses and fees owed to the Bank, then to accrued interest, then to principal.

**LATE CHARGE.** At the Bank's option, payments received more than fifteen (15) days following the date when due will be subject to a late fee of five percent (5.00%) of the regularly scheduled payment.

**LOAN FEE.** A loan fee of 50 basis points of the loan amount or \$3,000.00 is due and payable at closing and shall be deemed fully earned at that time.

**PREPAYMENT.** The Borrower may at its option prepay the loan at any time. However, if the loan is prepaid (including without limitation, a prepayment made due to an acceleration upon default by the Borrower) the Borrower shall be obligated to pay the Bank simultaneously with such prepayment, a prepayment premium in an amount equal to:

- 5.00% of the amount of principal prepaid during the first year of the term;
- 4.00% of the amount of principal prepaid during the second year of the term;
- 3.00% of the amount of principal prepaid during the third year of the term;
- 2.00% of the amount of principal prepaid during the fourth year of the term;
- 1.00% of the amount of principal prepaid during the fifth year of the term;
- 1.00% of the amount of principal prepaid during the sixth year of the term; and
- 1.00% of the amount of principal prepaid during the seventh year of the term.

To the extent any interest rate is governed by a swap or other interest rate hedge agreement, the foregoing is in addition to any payments due under the applicable swap or hedge agreements.

Partial prepayments shall be applied to installments due in the inverse order of their maturity.

**COLLATERAL.** As collateral for the loan, the Borrower will grant the Bank a valid first security interest in all of its personal property and other business assets, wherever located, now existing or hereafter acquired or created, including but not limited to all accounts receivable, inventory, equipment, vehicles, investment assets, intellectual property, general intangibles and all products and proceeds of any such collateral together with a collateral assignment and pledge of the Borrower's liquor license. Other than those in favor of the Bank, the Borrower will not permit any other liens or encumbrances on any collateral for the loan nor sell, assign or otherwise transfer any of the



collateral for the loan without the prior written consent of the Bank, except for the sale of inventory in the ordinary course of business. If Borrower leases locations from third parties, the Bank may require the lessor to acknowledge in writing the Bank's security interest and otherwise agree to customary terms applicable to collateral being located on leased premises.

**ADDITIONAL REAL ESTATE COLLATERAL.** As additional collateral for the loan, the Guarantor will grant the Bank a valid mortgage on the land, improvements and fixtures located at 10 Depot Street Housatonic (Great Barrington), MA 01230, (the "Property"). The mortgage will remain in full force and effect for the duration of the loan. **Notice regarding Flood Insurance:** If the Property is located in an area identified by FEMA (Federal Emergency Management Agency) as having special flood hazards, the Borrower must maintain and provide the Bank evidence that the property is covered by flood insurance in an amount equal to the lesser of the amount of the loan or the maximum amount of coverage available under the National Flood Insurance Act of 1968, as amended (the "Act"). Evidence of required flood insurance must be provided to the Bank at least five (5) business days prior to loan closing and must be satisfactory in form and substance to the Bank. **A fee of \$18.00 per parcel will be assessed to the Borrower to determine the applicability of the flood insurance requirement.** Rockland Trust accepts flood insurance policies that are issued by either the National Flood Insurance Program ("NFIP") or by private flood insurance companies. In order for Rockland Trust to accept a non-NFIP flood insurance policy, a private flood insurance policy must meet the definition of private flood insurance as that term is defined by 42 U.S.C. 4012a(b)(7) and the Act. The Bank evaluates all private flood insurance policies to determine whether or not the policy meets the statutory definition. **For private flood insurance policies that *do not* meet the statutory definition, the Bank may, at its discretion, engage the services of a third party contracted by the Bank to review the private policy terms. The cost to you for this discretionary review service is \$500 and shall be non-refundable.** Review of the private policy shall not obligate the Bank to accept the private policy. Acceptance shall be in the sole and absolute discretion of the Bank.

**INSURANCE TRACKING FEE.** An insurance tracking fee in the amount of \$79.00 is due and payable at closing. The insurance tracking fee will be used by the Bank to monitor the placement and continuance of a valid hazard insurance policy on any real estate in which a security interest is granted to the Bank.

**TAX SERVICE FEE.** A tax service fee in the estimated amount of \$150.00 is due and payable at closing. The tax service fee will be used by the Bank to monitor the payment of real estate taxes on any real estate in which a security interest is granted to the Bank. The amount of the tax service fee shall be based upon the number of tax parcels encumbered, the amount of the loan and the maturity of the loan. The fee estimated above may be subject to change based upon changes in the number of tax parcels and/or the final loan amount.

**GUARANTEE(S).** The loan and all other borrowings of Borrower from Bank shall be unconditionally guaranteed by Sureshkumar Patel, Priyankaben Patel, and Heni Realty LLC – and such guarantee shall be secured by the following: a valid mortgage on the land, improvements and fixtures located at 10 Depot Street Housatonic (Great Barrington), MA 01230.

**CASUALTY AND OTHER INSURANCE.** The Borrower will maintain casualty insurance policies on the collateral for the loan covering such risks as are satisfactory to the Bank in an amount equal to the lesser of (i) the amount of the loan or (ii) full replacement cost of the collateral, as evidenced by an agreed amount endorsement to such policy. In addition the Borrower will maintain comprehensive general liability insurance as is reasonable based on the conduct of its business and otherwise reasonably satisfactory to the Bank, including but not limited to business interruption insurance and will maintain all necessary worker's compensation insurance. The Borrower must provide the Bank at the closing with certificates satisfactory to the Bank evidencing such insurance coverage, naming the Bank and its successors and assigns as their interests may appear as mortgagee, loss payee and additional insured as appropriate and indicating that such coverage will not be changed or terminated without at least twenty (20) days prior notice to the Bank.

**FINANCIAL COVENANTS.** The Borrower and the Guarantor will comply with the following financial covenants at all times while any amount of the loan remains unpaid:

- **Minimum Global Debt Service Coverage Ratio** - Maintain a Minimum Global Debt Service Coverage Ratio of 1.20x to 1.0. "**Minimum Global Debt Service Coverage Ratio**" shall mean the

ratio of Global Cash Flow to the sum of scheduled principal payments made on long term debt and capitalized lease obligations for the period being tested, plus interest paid on all obligations for the period tested. "Global Cash Flow" shall mean for Borrower and Saanvi Liquor, Inc. (the "Affiliate") on a consolidated or combined basis with appropriate intercompany eliminations, net income before taxes plus depreciation and amortization, plus interest expense, minus realized gains or plus losses related to the sale of assets, minus non-cash income or plus non-cash expenses, minus distributions, minus cash taxes. This covenant will be tested as of the end of each fiscal year, and at such other dates as the Bank may consider necessary or appropriate.

**SPECIAL CONDITIONS.** The following conditions shall be satisfied on or prior to closing, otherwise, the Bank may, in its sole discretion, and without liability, withdraw this commitment:

- Receipt of 2021 personal tax returns or extensions for Sureshkumar Patel & Priyankaben Patel.
- Subject loan is to be cross-collateralized and cross-defaulted with concurrent loan to Saanvi Liquor, Inc.
- Shareholder debt to be subordinated to the Bank with payments allowed in the absence of any events of default.
- Borrower to establish primary operating accounts at Rockland Trust post-closing.
- Receipt of ABCC Licensing Authority Certification listing the Bank as pledgee within 120 days post-closing.

**FINANCIAL STATEMENTS.** Borrower and each Guarantor will furnish the Bank the following reports:

- Within 120 days after the end of each tax year, a personal financial statement of each Borrower or Guarantor who is an individual as of the previous December 31 or a more recent date on the Bank's standard form.
- Within 120 days after the end of each tax year, or within fifteen days after filing, but not later than October 15 if such return was submitted pursuant to lawful extension (a copy of which extension must be provided to the Lender promptly after filing of the same), a signed copy of the federal income tax return, including all schedules, of each Borrower and Guarantor. Tax Returns submitted on behalf of Borrower shall be prepared by a certified public accountant.

All such reports must be in form and substance satisfactory to the Bank, and in reasonable detail, in accordance with generally accepted accounting principles consistently applied and certified as complete and accurate by Borrower or the Guarantors, as the case may be. The Borrower will also provide, promptly, such other information concerning the Borrower or any Guarantor as the Bank may request from time to time.

**TAX IDENTIFICATION NUMBER.** Borrower shall provide its tax identification/social security number to the Bank on or before closing and certify to the Bank (on Form W-9, W-8 or such other form as Bank may require) under penalty of perjury that such number is correct.

**ORGANIZATIONAL DOCUMENTATION.** If the Borrower or any Guarantor is other than an individual, such entity must provide the Bank prior to the closing, with copies of its organizational documents.

**DEPOSIT ACCOUNTS.** The Borrower must maintain its principal deposit and operating accounts with the Bank.

**DISCLOSURE.** You represent that you have fully disclosed to the Bank all facts material to Borrower's assets and properties; the Borrower and Borrower's business operations and any guarantor.

**SATISFACTION OF TERMS AND CONDITIONS.** The terms and conditions of this commitment must be satisfied on or before the closing or, if an earlier date is specified, such earlier date.

**COSTS AND EXPENSES.** Whether or not the loan is closed, you expressly agree that you will pay all costs and expenses incurred by the Bank as part of the Bank's internal decision-making process together with all costs and expenses incurred by the Bank in connection with the making of the loan and its administration and enforcement. Such costs may include, but are not limited to, reasonable attorney fees, UCC search fees, UCC filing fees, third party

fees for review of private flood insurance policies, title insurance premiums, appraisal fees, engineering studies, environmental site assessments, surveys, recording fees, documentary stamps, any taxes and all other necessary costs. This provision shall survive any expiration or termination of this commitment.

**PARTICIPATIONS.** The Bank may grant participations in the loan to such institutional entities as Bank, may from time to time, select.

**ATTORNEY FOR THE BANK.** The following attorney will prepare all necessary and appropriate papers and instruments for the closing of the loan. This attorney will represent the Bank's interest only and will not be providing any services to the Borrower:

Vieira & DiGianfilippo, Ltd.  
480 Turnpike Street  
South Easton, MA 02375  
P. 508-238-2510  
[DVieira@Clozers.com](mailto:DVieira@Clozers.com)

**ADDITIONAL REQUIREMENTS.** The Bank will require that you execute documents necessary to evidence the terms of this commitment and otherwise to comply with the Bank's requirements for documenting transactions of this nature. Documentation will include, but not be restricted to, various representations and warranties from you as to your current condition and the condition of the collateral, various affirmative and negative agreements on your part to be followed during the period the loan is outstanding, indemnifications (including environmental compliance), and various events, the occurrence of which may entitle the Bank to require that the loan be paid immediately. Among such events that will require immediate repayment will be the occurrence of any default on the part of you or any affiliated person or entity in any obligation to the Bank. The loan will be subject to such other terms and conditions as are required by the Bank or its attorney which will be set forth in the definitive loan documents and the definitive loan documents will control the terms and conditions of the loan.

**NO MATERIAL ADVERSE CHANGE.** The occurrence of any material adverse change in the business or condition, financial or otherwise, which occurs prior to the closing date, shall permit Bank to determine not to make the loan, all without liability to Bank.

**USA PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means to you: At or before the loan closing, the Bank (or its agent) will ask the name, street address, date of birth, and other information that will allow us to identify each signer and guarantor. We will also ask to see a driver's license and/or other identifying documents for each signer and guarantor. All new accounts are verified through eFunds or Chex Systems, Inc.

**BENEFICIAL OWNERSHIP CERTIFICATION.** The federal government has issued regulations requiring that before deposit, lending, or safe deposit accounts can be opened for "legal entity customers" (as defined below) information must be collected about certain "beneficial owners" and any one (1) individual with "control" (as each term is defined below) of those legal entities. The purpose of these regulations is to assist law enforcement in financial investigations, help prevent evasions of sanctions programs, improve the ability of financial institutions to assess risk, facilitate tax compliance, and advance U.S. compliance with international standards and commitments.

The term "legal entity customer" shall mean any of the following:

- Corporation
- Limited liability company
- Any other entity that is created by the filing of a public document with a Secretary of State or similar office
- General partnership
- Any similar entity formed under the laws of a foreign jurisdiction

The term "beneficial owner" shall mean each individual, if any, who owns, either directly or indirectly, twenty-five percent (25%) or more of the equity interests of a legal entity customer.

The term "control" shall apply to any single individual with significant responsibility to control, manage, or direct a legal entity customer. Such individual may include an executive officer or senior manager or any individual who regularly performs similar functions.

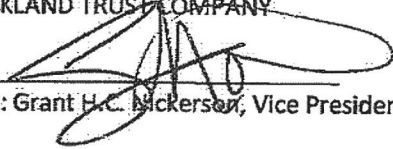
What this means to you: At or before the closing, the Bank (or its agent) will be required to collect a completed copy of the Beneficial Ownership Certification (copy attached hereto) identifying (i) all "beneficial owners", if any, of a Borrower that qualifies as a "legal entity customer" and (ii) one (1) individual that has significant managerial control of the "legal entity customer", together with appropriate documentation verifying the identity of such individuals (such as copies of the driver's license, passport, or other valid government issued identification). The completed Certification form must be signed by the individual opening the account on behalf of the "legal entity customer" and will certify that this information is true and accurate to the best of the signer's knowledge.

Please contact the undersigned representative of the Bank for questions regarding completion of the Beneficial Ownership Certification.

**MISCELLANEOUS PROVISIONS.** This letter supersedes all prior oral or written agreements or discussions between Borrower and Bank concerning the loan. No officer of the Bank or other person is authorized to make any oral commitments in respect to a loan from the Bank. This letter represents the maximum scope of the commitment offered to you by the Bank. If at any time you seek any extension or modification of this commitment, you must submit a written application. If your application for an extension or modification is accepted, you will receive a written commitment reflecting any extension or modifications agreed to signed by a duly authorized officer of the Bank. No other procedure for an extension or modification of this commitment is authorized by the Bank. This letter may not be assigned by you and may not be relied upon by any third party. It may not be disclosed to any third party other than your counsel, your accountants, and persons employed by you.

Please acknowledge your acceptance of this commitment and its requirements by countersigning the enclosed copy of this letter where indicated and returning it to the Bank together with any amounts due upon your acceptance of this commitment. The Bank reserves the right to withdraw this commitment, if the signed copy of this commitment together with any amounts due on your acceptance of this commitment is not received by the Bank on or before July 20, 2022.

Yours truly,  
ROCKLAND TRUST COMPANY

By:   
Title: Grant H.C. Mickerson, Vice President

Customer's signature page to follow

The undersigned hereby accept this commitment and agree to the terms and conditions thereof this 14 day of July, 2022

**BORROWER:**

Saanvi Liquor, Inc.

By: [Signature]  
Print Name: Sureshkumar Patel  
Title: President

By: P.R. Patel  
Print Name: Priyankaben Patel  
Title: Treasurer

**GUARANTOR:**

Heni Realty LLC

By: [Signature]  
Print Name: Sureshkumar Patel  
Title: Manager

By: P.R. Patel  
Print Name: Priyankaben Patel  
Title: Manager

[Signature]  
Sureshkumar Patel, Individually

P.R. Patel  
Priyankaben Patel, Individually



**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name  
duly voted to apply to the Licensing Authority of  and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

- Pledge of License
- Pledge of Inventory
- Pledge of Stock
- Other

"VOTED: To authorize   
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

A true copy attest,

*S. Patel*  
Corporate Officer /LLC Manager Signature

Sureshkumar Patel  
(Print Name)

For Corporations ONLY

A true copy attest,

*P. R. Patel*  
Corporation Clerk's Signature

Prayanka Patel  
(Print Name)

## ASSIGNMENT AND PLEDGE OF LIQUOR LICENSE AND ALCOHOL INVENTORY

This ASSIGNMENT AND PLEDGE (this "Assignment") is entered into on the 15th day July 2022 by Saanvi Liquor Inc., a Massachusetts corporation with an address of 10 Depot Street, Housatonic, MA 01236 (hereinafter called "Pledgor") in favor of Rockland Trust Company, a Massachusetts banking institution with a principal place at business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter called the "Lender").

In consideration, of financial accommodations made or to be made by Lender to Pledgor, including any guaranties provided by Pledgor to Lender, the Pledgor does hereby pledge and assign (in part pursuant to M.G.L. Chapter 138, Section 23) to the Lender the Pledgor's all alcohol license (the "License") and all alcohol, liquor, and the like now or in the future acquired by Pledgor or used in connection with the License (collectively, the "Inventory") with respect to the ownership and operation of the business located at 10 Depot Street, Housatonic, MA 01236. This assignment and pledge shall be a first pledge and security interest to the Lender and shall be evidenced and secured in part by a pledge of the License by Pledgor to the Lender to be recognized by the Town of Housatonic and the Alcoholic Beverages Control Commission of the Commonwealth of Massachusetts (together, the "Authorities"). This assignment and pledge secures the following "Obligations:"

- a. the payment of \$600,000.00 with interest thereon, as provided in a promissory note dated even date herewith, issued by the Pledgor to the order of the Bank, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
- b. all other obligations, indebtedness and liabilities of the Pledgor to the Bank owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Pledgor of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Pledgor and the Bank, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Pledgor or due from Pledgor to the Bank from time to time and all costs and expenses owing to the Bank;
- c. the performance and observance by Pledgor of each and every covenant, condition and obligation contained in the Note and any other document executed by the Pledgor in connection with any of the Obligations;

all liabilities of Pledgor to the Bank, whether now existing or hereafter arising, under any foreign exchange contract, interest rate swap, cap, floor or hedging agreement, or other similar agreements (including but not limited to breakage and make-whole fees), and all obligations of Pledgor to the Bank under any credit card services agreements or agreements relating to the processing of automated clearing house transactions, together with all fees, expenses, charges and other amounts owing by or chargeable to Pledgor under any such agreements and all liabilities of Pledgor to the Bank to repay overdrafts and other amounts due to the Bank under any existing or future agreements relating to cash management services;

The Pledgor represents and warrants to Lender as follows:

1. The Pledgor has the power and authority to enter into this Assignment.
2. Neither the License nor the Inventory is subject to any prior lien or encumbrance. The undersigned will not transfer, agree to or apply for a transfer, pledge, sale or other disposition of the License or any ownership or beneficial interest therein, in whole or in part, to any other individual or entity for so long as any Obligations remain outstanding, without the prior written consent of the Lender. The Pledgor also shall make all payments to suppliers, wholesalers or other providers of the Inventory so that no lien arises in connection therewith to such entities, including without limitation any lien recognized the Authorities as being superior to this Assignment.
3. The Pledgor will pay when due all taxes, charges, liens and assessments against the License, the Inventory or both, or the beverages authorized to be sold under the License. The Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse.
4. The Pledgor shall promptly report in writing to the Lender upon the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies, including without limitation the Authorities, which in any manner restricts the use of the License.
5. The Pledgor will comply with all applicable laws and regulations, including without limitation those of the Authorities, with respect to the License or its use, or with respect to the Inventory.
6. The Pledgor agrees to do such further acts or execute such further documents as may be determined necessary by the Lender to perfect the interests granted herein, including without limitation, completing, executing, filing (and payment of all associated filing or related fees) and prosecuting with all due diligence any applications for approval of this Assignment by the Authorities.

Upon the default in any of the obligations, representations or warranties of the undersigned to the Lender hereunder or under any of the Obligations, and the giving of any required notice and the expiration of any grace or cure period (an "Event of Default"), the Lender shall have any and all rights provided by such documents or by law, including those of a secured party under the Uniform Commercial Code and a pledgee under the rules and regulations of the Authorities. The Lender shall have the right to apply the proceeds of any disposition of the License, the Inventory or both, to the payment of any of the Obligations, after deducting therefrom the expenses relating to such sale or disposition, including court costs and attorney's fees.

The Pledgor hereby grants the Lender an irrevocable power of attorney, coupled with an interest, to endorse the name of the Pledgor on any and all documents and to take in the name of the Pledgor all actions deemed necessary by Lender to effectuate the prompt transfer of the License and disposal of the Inventory, or both, following the occurrence of an Event of Default; such documents and actions may include but shall not be limited to the completing, executing and filing with the Authorities of applications for the transfer of the License, the appearance at hearings of the Authorities or other bodies having jurisdiction over the License, the assembling, completing and filing of tax-related returns and forms reasonably required to be completed and filed in connection with the transfer of the License or disposition of the Inventory, and interacting with all governmental authorities on behalf of the Lender in connection therewith.

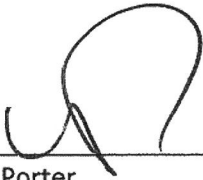
The rights and remedies of the Lender are cumulative and not alternative, and may be exercised concurrently or successively. The Lender assumes no obligation with respect to the License, the Inventory, or the sale of beverages thereunder, and the undersigned agrees to hold the Lender harmless from any and all costs and expenses incurred by reason of this Agreement which shall be added to the loan balance.


All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if given in the manner applicable to notices under the Note.

Applicable law; jurisdiction: this agreement is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in Massachusetts and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. Borrower hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this agreement shall be proper service.

WITNESS the execution hereof under seal as of this 15th day of July 2022.

WITNESS:

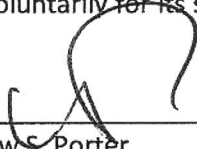
  
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Matthew S. Porter

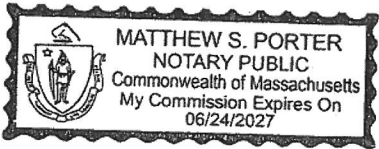
Saanvi Liquor Inc.  
  
\_\_\_\_\_  
Sureshkumar Patel, President

COMMONWEALTH OF MASSACHUSETTS

Bristol ss.

On this 15th day of Jly 2022, before me, the undersigned notary public, personally appeared Sureshkumar Patel, President of the above corporation, proved to me through satisfactory evidence of identification, which was MA Driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they so signed it voluntarily for its stated purpose as the manager of the above limited liability company.

  
\_\_\_\_\_  
Notary Public: Matthew S. Porter  
My Commission Expires: June 24, 2027





# COMMERCIAL PROMISSORY NOTE

\$600,000.00

July 15, 2022

FOR VALUE RECEIVED, the undersigned SAANVI LIQUOR INC. a Massachusetts corporation with a principal place of business at 10 Depot Street, Housatonic, MA 01236 (the "Borrower"), promises to pay to the order of ROCKLAND TRUST COMPANY having a principal place of business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Six Hundred Thousand and 00/100 (\$600,000.00) with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

**INTEREST RATE:** Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue as follows:

At a fixed rate of interest equal to 6.00 Percent (6.00%) per annum.

**PAYMENT PROVISIONS:** Outstanding principal under this Note together with interest accrued thereon shall be payable as set forth below:

In consecutive monthly payments of which each but the last shall be **\$8,789.12** consisting of principal and interest, based upon an amortization period of **84** months. The first such monthly payment shall be due and payable on August 15, 2022 and each subsequent payment shall be due on the like day of each month thereafter. The final such monthly payment shall be due on July 15, 2029 (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest

**PREPAYMENT:** The Borrower may at its option prepay the loan at any time. However, if the loan is prepaid (including without limitation, a prepayment made due to an acceleration by the Bank of the principal of this Note) the Borrower shall be obligated to pay the Bank simultaneously with such prepayment, a prepayment premium in an amount equal to:

- 5.00% of the amount of principal prepaid during the first year of the term;
- 4.00% of the amount of principal prepaid during the second year of the term;
- 3.00% of the amount of principal prepaid during the third year of the term;
- 2.00% of the amount of principal prepaid during the fourth year of the term;
- 1.00% of the amount of principal prepaid during the fifth year of the term;
- 1.00% of the amount of principal prepaid during the sixth year of the term; and
- 1.00% of the amount of principal prepaid during the seventh year of the term.

Partial prepayments shall be applied to payments due in the inverse order of their maturity.

**LATE CHARGES:** If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.



**APPLICATION OF PAYMENTS; RETURNED ITEMS:** Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

**EVENTS OF DEFAULT:** Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), and without altering the demand nature of this Note if principal is due on demand, the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) The occurrence of any "Event of Default" under the Agreement.

**RATE OF INTEREST UPON DEFAULT:** The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of: (a) the interest rate which would otherwise be applicable in the absence of default plus (b) six (6%) percent.

**NO WAIVER:** No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver by the Bank of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

**EXPENSES:** The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

**RELEASES; NO CONTRIBUTION:** The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

**MAXIMUM RATE OF INTEREST:** If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

**JURISDICTION, ETC.:** This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth

of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

**BINDING EFFECT:** This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

**IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.**

**COMPLETION OF NOTE; MISCELLANEOUS:** The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:



Matthew S. Porter

SAANVI LIQUOR INC.

By:   
Sureshkumar Patel, President