



TOWN OF GREAT BARRINGTON MASSACHUSETTS

SELECTBOARD

Great Barrington Selectboard Meeting via Zoom and in-person at 334 Main Street, Great Barrington, MA – Order of Agenda for Monday, February 23, 2026 at 6:00PM

Link to webinar: <https://us02web.zoom.us/j/87435677107> | Dial-in: (929) 205 6099 | Webinar ID: 874 3567 7107

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

1. CALL TO ORDER SELECTBOARD MEETING

2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS

3. TOWN MANAGER'S REPORT

4. APPROVAL OF MINUTES

- 2026-032 a. February 3, 2026
- 2026-033 b. February 9, 2026

5. PUBLIC HEARINGS

- 2026-034 a. Public Hearing to act on the application from Muthaiah Subbaiah of Ganesh Blessing LLC, doing business as Aroma Bar and Grill, for transfer of license and change of manager for the All-Alcoholic Beverages on-premises liquor license at 485 Main Street.
- 2026-035 b. Public Hearing to act on the petition from National Grid to install one new utility pole with necessary appurtenances and overhead conductors at a point beginning approximately 580 feet south of the centerline of the intersection of Lovers Lane and continuing approximately 50 feet in a west direction, in order to provide electric service for 271 Monument Valley Road.

6. NEW BUSINESS

- 2026-036 a. Vote to sign deed and transfer Elm Court parcel to The DuBois Freedom Center in accordance with the vote under Article 25 of the May 6, 2024 Annual Town Meeting.
- 2026-037 b. Review Special Permit application from William and Marla Sherman to expand a preexisting nonconforming residence at 263 Long Pond Road and send comment and/or recommendation to the Zoning Board of Appeals.
- 2026-038 c. Review Special Permit application from Brian and Marcy Buccellato to erect six-foot tall solid fence in the front yard at 34 Division Street and send comment and/or recommendation to the Planning Board.
- 2026-039 d. Appoint alternate Selectboard representative to the Berkshire Regional Transit Authority

7. CITIZEN SPEAK TIME

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

8. SELECTBOARD'S TIME

9. MEDIA TIME

NEXT REGULARLY SCHEDULED SELECTBOARD MEETINGS

March 2, 2026 | March 23, 2026 | April 13, 2026 | April 27, 2026 |

Annual Town Meeting: Saturday, May 2, 2026 | Town Election: Tuesday, May 12, 2026

SELECTBOARD & FINANCE COMMITTEE BUDGET MEETINGS – 5PM START

February 24, 2026 | February 25, 2026 | March 3, 2026 | March 4, 2026 |

Budget Hearing: April 14, 2026

Selectboard and Finance Committee Joint Meeting via Zoom Only
Tuesday, February 3, 2026

1. CALL TO ORDER SELECTBOARD AND FINANCE COMMITTEE JOINT MEETING -

S. Bannon opened the joint meeting at 6:00pm with Selectboard members Steve Bannon, Ben Elliott, Eric Gabriel, Philip Orenstein, Garfield Reed present. Richard Geiler conducted a roll call of the Finance Committee Meeting with members Milena Cerna, Richard Geiler, Michelle Loubert, Madonna Meagher, Anne O'Dwyer present.

Also in attendance: Town Manager Liz Hartsgrove; Town Accountant Allison Crespo.

2026-025

a. Presentation on the state of the FY26 budget and forecast for the FY27 budget from
Town Manager Liz Hartsgrove

Overview: L. Hartsgrove provided an overview of the current budget model, financial policy, revenue sources and projections for the FY26 year-end noting it provides a foundation for the FY27 proposed budget/forecast. She highlighted revenue sources including property taxes, state/local receipts, CPA, general fund and wastewater. She stated that free cash should not replace ongoing revenue. She described several budget models and noted that using multiple approaches supports a strategic, transparent, sustainable financial picture that aligns with community goals. She highlighted the Town's mission statement, financial policy and strategic priorities together with core financial principals that guide budget decision-making and provide direction to effectively allocate public funds.

FY 26 Budget Review: L. Hartsgrove reviewed the FY26 budget to-date/projections and an overview was provided for the components and funding sources of the general fund, wastewater enterprise fund and CPA. The status and historical spending of free cash was reviewed and it was clarified that it is considered a one-time revenue source which should be used to meet unexpected needs rather than ongoing expenses. Current debt service was also reviewed and it was noted that levels exceed the S&P debt standards which, she stated, impacts the Town's flexibility to fund services and invest in priorities. Regarding the current state of authorized debt/outstanding obligations, she stated that 31 projects have been authorized which she recommended get addressed before other projects are started. She also described constraints on the FY27 budget including increases in several nondiscretionary costs.

FY27 Budget Forecast: Operations and financials for CPA and wastewater were presented. L. Hartsgrove stated all budgets are level funded with exceptions for existing contractual or previously approved commitments and required rate changes. She also shared objectives for budget decision-making including operating and capital cost management, workforce incentives, infrastructure improvement and strengthening stabilization and reserve funds – and noted changes for office/job restructuring and improvements. Regarding FY27 and five year capital project requests, she described the extensive vetting, input and prioritizing process and stated her recommended total for the FY27 budget is \$4.86m, with no borrowing. She also described several potential service enhancements totaling \$150,000. She continued to explain revenue categories – property taxes and the levy limit, state aid, and local receipts, noting total estimated revenue of \$35.5m. She provided detail on proposed general expenses including the operating budget totaling \$42m. She shared three budget scenarios, each with different percentages of operating increases, cost

adjustments and associated changes in the budget deficit. She stated that none of the scenarios include new borrowing.

L. Hartsgrove thanked A. Crespo, Chris Rembold and the department heads for their excellent work and contributions to the budget process/presentation.

Selectboard questions –

- Regarding how cannabis revenue is reflected/accounted for, it was clarified that it is standard practice not to use an estimate, but that a portion of the prior year's free cash represents cannabis taxes. It was requested that this revenue be included in the budget book.
- The deficit shown in each of the three budget scenarios was discussed, noting it reflects the gap between the lax levy limit and estimated revenues raised, and without any borrowing or using free cash, it might have to be made up with taxes or other revenue. It was confirmed that new growth actuals are provided by the Assessor in late summer. Further discussion of how the deficit in the three budget scenarios could be addressed, L. Hartsgrove stated budget option 3 could be covered by across the board cuts in expenses, but the deficit in scenarios one and two could not be made up. She did note a capacity to consider an override to raise the levy limit. It was discussed that perhaps this year the Town borrowed less than the amount of debt being paid to more slowly offset the budget deficit. It was suggested that taxes should not increase and employees should receive a cost of living increase.
- L. Hartsgrove confirmed the slides and the budget book would be sent to Selectboard/Finance Committee members on February 13 and the slides would be on the Town website.

2. CITIZEN SPEAK TIME

- James Garzon, 84 North Plain Road, thanked staff for their work on the budget. He noted employees should get COLA, but he stated debt should not be increased. He noted the cost of approved/potential large project expenses.
- Sharon Shaloo asked about the school budget and how that can be managed as the cost is not sustainable.
- Vivian Orłowski asked about investment income and Town investments – A. Crespo replied funds are in CDs in multiple banks and interest rates are monitored to maximize income.

3. SELECTBOARD AND FINANCE COMMITTEE TIME

- G. Reed stated it is Black History Month and encouraged resident to participate in activities/ events in Town.

4. MEDIA TIME – No media asked to speak.

ADJOURNMENT – The meeting was adjourned by unanimous consent at 7:34pm.

Respectfully submitted,

Stacy Ostrow, Recording Clerk

Great Barrington Selectboard Meeting via Zoom and in-person at 37 State Road, Great Barrington, MA (Fire Station)
Monday, February 9, 2026

1. CALL TO ORDER SELECTBOARD MEETING Chair Steve Bannon opened the meeting at 6:00pm with Selectboard members Steve Bannon, Ben Elliott, Eric Gabriel, Philip Orenstein, Garfield Reed present.
Also in attendance: Town Manager Liz Hartsgrove

2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS – There were none.

3. TOWN MANAGER'S REPORT

L. Hartsgrove stated her full report will be posted online. Highlights included –

- Electricity aggregation rates will increase effective March 2026.
- 2026 dog license renewal deadline is March 31.
- MA DEP will allow reimbursement for labor costs for the installation of water filtration systems.
- Information/materials on the residential tax exemption are available on the Town website.
- The FY27 budget and supporting materials are available on the website and budget books will be posted on February 13.

4. APPROVAL OF MINUTES

2026-026

a. January 26, 2026

E. Gabriel made a motion to approve the January 26, 2026 minutes; B. Elliott seconded, S. Bannon asked for any discussion – there was none. By roll call vote the motion was approved 4-0 with G. Reed abstaining.

5. LICENSES AND PERMITS

2026-027

a. Application for a Temporary Entertainment license by Gwendolyn VanSant, W.E.B. Du Bois Legacy Committee, Chair to utilize Town property for W. E. B. Du Bois Day & Legacy Festival events, Monday, February 23, 2026 from 12PM-6PM.

- G. Reed stated he is a member of the WEB Du Bois Legacy Committee.

Gwen VanSant presented the request and provided an update on the WEB Du Bois Day and Festival events around Town culminating with a keynote, performance and reception.

E. Gabriel made a motion to approve a Temporary Entertainment license to Gwendolyn VanSant for the W.E.B. Du Bois Legacy Committee to use Town property for W. E. B. Du Bois Day & Legacy Festival events on Monday, February 23, 2026 from 12PM-6PM; G. Reed seconded. S. Bannon asked for any discussion – there was none. By roll call vote the motion was approved 5-0.

6. NEW BUSINESS

2026-028

a. Discussion with BRIDGE Director Gwendolyn VanSant and Interim Police Chief Adam Carlotto on updates to Trust Policy.

G. VanSant provided an update on Trust Policy discussions stating it has been a collaborative effort with the GB Police Department and what is being worked on is an addendum to the original policy focusing on implementation and governance and providing guidance and procedure for more clarified roles and shared expectations in an

effort towards alignment and deeper collaboration with the Police Department and Town.

G. VanSant shared the focus areas - proactive policy/education for community policing; partnerships to engage residents/nonprofits in response to urgent community needs; notification and identification of ICE's presence and follow up information on those detained; inclusion in Town strategic priorities and access to resources. She noted the current effort will lay the groundwork and structure for ongoing work.

- L. Hartsgrrove stated the new draft of the Policy will be posted on the Town website and comments will be open for three weeks. It will be on the agenda for the first week in March.

Selectboard questions –

- Regarding community partnerships, G. VanSant clarified that community care involves partnership with the Police Department and nonprofit service organizations to develop support networks for vulnerable people before/when ICE is present.
- Regarding police response to ICE, A. Carlotto stated it is to verify they are federal agents and to request follow up on people who are apprehended. He added the Town does not provide any resources for federal activities and it was noted that use of Town property could be included. He added that the Police Chief's Association is working with the federal government to develop guidelines.
- Examples of necessary additional resources - training including for procedural justice; co-responder program; social work services; translation services, etc.
- It was raised that the policy should provide clarity and guidance for the police. G. VanSant stated the procedural piece for the police is to engage and get information as a first step and she added through partnerships across the community to have a broader protective network. It was noted that procedures and guidance should be specific and continually updated. A. Carlotto added that ICE response is important but equally so, people should feel safe to report crimes/issues to the Police Department. G. VanSant stated there has been a small drop in school attendance and cancellations for medical care among the immigrant community.

Public comment -

- Eileen Mooney clarified that the policy discussion will be on the March 2 Selectboard agenda.
- James Garzon, 84 North Plain Rd, stated people must feel safe interacting with and reporting issues to the Police Department.
- Luke Pryjma, 301 Monument Valley Rd, stated community partnerships and training will have a long-term positive impact and notification of ICE's presence helps if people are fearful/staying home.
- Kathy Kogan, 10 Ramsdell Rd, confirmed GB does not take part in ICE's 287G program and that when someone is detained the police get the person's name, facility transported to and family is provided that information.
- John Breasted, 151 Christian Hill Rd, described a situation where a person is displaying a weapon in public and asked if it is prohibited by state law – A. Carlotto replied we do not get into hypotheticals.

2026-029

- b. Discussion of proposed Berkshire Regional Transit Authority (BRTA) route changes, and possible vote to direct Town Manager to send letter of concern.

Chris Rembold, Assistant Town Manager, presented BRTA plans to significantly alter bus routes that would provide half as much service and double the ride time for GB riders. He stated there is a summary in the packet and information on the BRTA website. He urged residents to provide comments either in writing or at one of the remote/live BRTA meetings this month.

- It was discussed that BRTA's rationale is that ridership has decreased, but it was clarified that it is due to erratic and undependable service. It was agreed that if service improved ridership would increase. It was emphasized that riders should express their concerns. It was also clarified that GB pays a \$60,000 assessment to BRTA regardless of the number of riders. It was noted that there are ways that the South County Connector could collaborate with BRTA.

E. Gabriel made a motion to authorize the Assistant Town Manager to write a letter to BRTA stating our concerns to be approved at the February 23 meeting; G. Reed seconded. S. Bannon asked for any discussion – there was none. By roll call vote the motion was approved 5-0.

2026-030

- c. Update on Prosperity Way Project (Map 26, Lot 53A) from Assistant Town Manager Chris Rembold and Affordable Housing Trust Fund Co-Chairs Ananda Timpane and Fred Clark.

F. Clark provided an overview of the mission, programs and successes of the Trust's efforts to make housing more affordable and accessible for residents. Regarding funding, he stated the Trust's primary source is CPA, and he noted there is a strong partnership, and additional funding comes from short term rental fees.

A. Timpane provided information on the origins of the Prosperity Way development and outlined the oversight role of the Trust as owners of the land and Habitat for Humanity's responsibilities for design, development, construction, financing and operation of the development. It was noted that Habitat reports to the Trust on all aspects of the development. It was also stated there were two MassWorks smart grants were awarded to the Town to use for affordable housing that is deed restricted – as this project is. The status of applications was also covered noting 76 applicants who are eligible to apply and 38 of those are from GB with 22 from Housatonic. It was stated that six houses are being built and Habitat is assessing the design for the remaining houses so they are aligned with local needs.

Public comments –

- Eileen Mooney asked about repayment of the smart growth grant – and it was clarified it is a straight grant and there is no repayment.
- Jim Bailey, Housatonic, asked about the foundations and if the Town covered the cost – it was clarified that the smart grant paid for the foundations. J. Bailey continued to state the foundations were not in the original contract and work was not put out to bid. He also stated the grant should be used for infrastructure.
- Vivian Orłowski, Lakeview Rd, asked for clarification on the Trust's role as stated in the materials to advocate for ADUs and property tax exemptions, and she noted the tax exemption could increase property values/taxes for homeowners adding ADUs. S. Bannon stated the exemption cannot be discussed as it is not on the agenda, but it will be at another time.

2026-031

- d. Review Special Permit application from Joe LaRoche, Vice President of Facilities, Berkshire Health Systems, to construct an addition to Fairview Hospital at 27-29 Lewis Avenue and send comment and/or recommendation to the Zoning Board of Appeals.

- S. Bannon recused.

Representatives from BHS provided an overview of the planned two story 44,000 sq foot addition to the Hospital that would provide improved and expanded medical care and services. It was noted that the special permit process is proceeding and BHS asked for a positive recommendation from the Selectboard. Project details such as access points for emergency; driveway placement and traffic flow; and ambulance access/facilities were explained. It was also confirmed there is no impact on abutters. The anticipated construction timeline was discussed with a start in April and expected 18 months for completion. Minor renovations to the existing building were described and it was confirmed that the house/property adjacent to the Hospital will not be altered.

Public comment – there was none.

B. Elliott made a motion to send a positive recommendation to the ZBA for the addition to Fairview Hospital at 27-29 Lewis Avenue; G. Reed seconded. E. Gabriel asked for any discussion – there was none. By roll call vote the motion was approved 4-0.

2026-032

- e. Vote to Close Citizen Petition on May 2, 2026 Annual Town Meeting Warrant – S. Bannon stated this will not be addressed tonight and he noted Citizen Petition closes February 13 at close of business at Town Hall.

7. CITIZEN SPEAK TIME

- a. J. Bailey stated there was no bid process for the foundations and he had been misinformed about how the cost was being covered. He asked that action be taken.
- b. J. Garzon asked about an update on Housatonic Water Works – S. Bannon replied there is no update.

8. SELECTBOARD'S TIME

- a. G. Reed stated he is a member of the Affordable Housing Trust.

9. MEDIA TIME – no media asked to speak.

Adjournment - Chairman Bannon adjourned the meeting by unanimous consent at 8:12pm.

Respectfully submitted,

Stacy Ostrow, Recording Clerk

Your Information

Payment

Receipt

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE #: 00523afe-6622-45c1-acd8-2a93826b0a2e

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	GANESH BLESSINGS LLC	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 1/28/2026 6:33:34 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
GANESH BLESSINGS LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
MANIRAJ LLC

Last Name:

Address:
485 MAIN STREET

City:
Great Barrington

State:
MA

Zip Code:
01230

Email Address:
aromabarandgrillma@gmail.com

Mail body: Fwd: Receipt from nCourt

----- Forwarded message -----

From: **Aroma Bar and Grill** <aromabarandgrillma@gmail.com>
Date: Thu, Jan 29, 2026 at 12:38 PM
Subject: Fwd: Receipt from nCourt
To: [REDACTED]@gmail.com <[REDACTED]@gmail.com>

RECEIVED

JAN 29 2026

TOWN OF GREAT BARRINGTON
SELECTBOARD/TOWN MANAGER

----- Forwarded message -----

From: <customerservice@ncourt.com>
Date: Wed, Jan 28, 2026 at 6:33 PM
Subject: Receipt from nCourt
To: <aromabarandgrillma@gmail.com>

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 95 Fourth Street, Suite 3
City: Chelsea
State: Massachusetts
Zip: 02150

Payment On Behalf Of

First Name: MUTHAIAH Last Name: SUBBAIAH
Address 1: [REDACTED]
Address 2: [REDACTED]
City: [REDACTED] State/Territory: NJ Zip: 07071
Phone: [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	GANESH BLESSINGS LLC	\$200.00

Receipt Date: 1/28/2026 6:33:34 PM ET
Invoice Number: 00523afe-6622-45c1-acd8-2a93826b0a2e

Convenience Fee: \$0.35
Total Amount Paid: \$200.35

Billing Information	Credit / Debit Card Information
Organization Name: MANIRAJ LLC Address 1: 485 MAIN STREET City: Great Barrington	Card Type: [REDACTED] Card Number: [REDACTED]

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 A TRANSFER OF LICENSE

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0434658912
Notice Date: January 30, 2026
Case ID: 0-003-214-513



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MANIRAJ LLC
485 MAIN ST
GREAT BARRINGTON MA 01230-1822

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MANIRAJ LLC dba:AROMA BAR AND GRILL 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

Visit 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

Edward W. Coyle, Jr., Chief
Collections Bureau

Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development



Certificate of Compliance

MANIRAJ LLC
485 MAIN ST
GREAT BARRINGTON MA 01230-1822

Date: January 30, 2026
Letter ID: L0012347610
Employer ID (FEIN): XX-XXX7684

Certificate ID: L0012347610

FEIN: [REDACTED] 7684

The Department of Unemployment Assistance certifies that as of 29-Jan-2026, MANIRAJ LLC 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 on 28-Feb-2026 .

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

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



5a. Aroma license transfer page 6 of 42
The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality GREAT BARRINGTON

1. TRANSACTION INFORMATION

<input checked="" type="checkbox"/> Transfer of License	<input type="checkbox"/> Pledge of Inventory	<input type="checkbox"/> Change of Class
<input type="checkbox"/> Alteration of Premises	<input type="checkbox"/> Pledge of License	<input type="checkbox"/> Change of Category
<input type="checkbox"/> Change of Location	<input type="checkbox"/> Pledge of Stock	<input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")
<input type="checkbox"/> Management/Operating Agreement	<input type="checkbox"/> Other 	

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

This application is for the transfer of an existing all-alcohol on-premises retail license from the current licensee to Ganesh Blessings LLC, which will assume full ownership and operational control of the licensed premises located in Great Barrington, Massachusetts. There is no change in location, class, category, or licensed premises.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises	\$12 Restaurant	All Alcohol	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number 00085-RS-0464 FEIN 41-3347422

Entity Name GANESH BLESSING LLC

DBA AROMA BAR AND GRILL Manager of Record MUTHAIAH SUBBIAH

Street Address 485 MAIN ST, GREAT BARRINGTON, MA 01230

Phone 413-528-3116 Email aromabarandgrillma@gmail.com

Add'l Phone 413-██████████ Website www.aromabarandgrill.com

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises includes a dining area with seating capacity for 85 guests, a commercial kitchen, food preparation and storage areas, restrooms, and service areas. The establishment operates as an Indian cuisine restaurant, offering dine-in and take-out services. No outdoor seating is included. The premises has one main public entrance and two designated exits, and all operations comply with applicable health, safety, fire, and occupancy regulations.

Total Sq. Footage	670	Seating Capacity	85	Occupancy Number	85
Number of Entrances	1	Number of Exits	2	Number of Floors	1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="PARMJIT SINGH CHAHAL"/>	<input type="text" value="MANAGING MEMBER"/>	<input type="text" value="100"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal

Title and or Position

Percentage of Ownership

Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

Name of Principal

Title and or Position

Percentage of Ownership

Director/ LLC Manager Yes No US Citizen Yes No MA Resident Yes No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
 Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
 State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name
 Landlord Phone Landlord Email
 Landlord Address
 Lease Beginning Date Rent per Month
 Lease Ending Date Rent per Year
 Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

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

Name: Phone:
 Title: Email:

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other* (Please specify)	
D. Total Cost	0

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

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
n/a	
Total:	0

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.
n/a	0	n/a	<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.

n/a

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? Yes No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
12/24/2009	present	owner	self employed (Abhinav Ilc)	self

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>			

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the applicant to provide additional information or clarify previous answers.

APPLICANT'S STATEMENT

I, **MUTHAIAH SUBBAIAH** the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of **GANESH BLESSINGS LLC**
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:



Date:

01/29/2026

Title:

MANAGING MEMBER

CORPORATE VOTE

The Board of Directors or LLC Managers of GANESH BLESSINGS LLC
Entity Name

duly voted to apply to the Licensing Authority of GREAT BARRINGTON and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 01/29/2026
Date of Meeting

For the following transactions (Check all that apply):

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

“VOTED: To authorize MUTHAIAH SUBBAIAH
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.”

“VOTED: To appoint MUTHAIAH SUBBAIAH
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.”

A true copy attest,



Corporate Officer /LLC Manager Signature

MUTHAIAH SUBBAIAH

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ADDENDUM A

6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name <input style="width: 95%; height: 25px;" type="text"/>	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed) <input style="width: 95%; height: 25px;" type="text"/>
---	---

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%; height: 25px;" type="text"/>			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width: 95%; height: 25px;" type="text"/>	<input style="width: 95%; height: 25px;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident			
<input type="radio"/> Yes <input type="radio"/> No			

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
 If yes, attach an affidavit providing the details of any and all convictions.

Yes No



IRS Notice CP575B



Department Of the Treasury
Internal Revenue Service
Philadelphia, PA 19255-0023
Important Information - Please Read

GANESH BLESSINGS LLC
HARPREET SINGH MBR
% HARPREET SINGH MBR
485 MAIN STREET
GREAT BARRINGTON, MA 01230

January 05, 2026

We assigned you an employer identification number (EIN)

Your EIN is [REDACTED]422. The name control associated with this EIN is GANE.

What you need to do

- If you did **not** apply for this EIN, visit [IRS.gov/EINNotRequested](https://www.irs.gov/EINNotRequested).
- Use this EIN and your name exactly as they appear above when you fill out your tax returns. Otherwise, it may cause delays. Keep a copy of this notice for your records because we'll only send it to you once. You can share a copy with future officers of your organization or anyone asking for proof of your EIN. If your name or address is incorrect as shown, send the correct information to the address at the top of this notice.
- You must file the following forms by the dates shown.

Form	Due Date
1065	03/15/2026

What you need to know

If you need to pay certain types of taxes, like employment or corporate income taxes, we'll send you a package with instructions. The package will tell you how to pay your taxes online using the Electronic Federal Tax Payment System (EFTPS). We'll also send you a personal identification number (PIN) separately. Be sure to activate your PIN when you receive it, so you can start using the EFTPS. To learn more about EFTPS, refer to Publication 966, Electronic Choices to Pay All Your Federal Taxes.

If a Limited Liability Company (LLC) elects to be classified as an association taxable as a corporation, the LLC must file Form 8832, Entity Classification Election. If an LLC wants to elect S corporation status and meets certain criteria, the LLC must timely file Form 2553, Election by a Small Business Corporation. In that instance, we'll treat the LLC as a corporation as of the effective date of the S corporation election and the LLC doesn't need to file Form 8832. Visit [IRS.gov/LLC](https://www.irs.gov/LLC) and refer to Publication 3402, Taxation of Limited Liability Companies, for more information.

Additional Information

- Refer to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business, for tips on keeping your EIN safe.
- Find tax forms or publications by visiting [IRS.gov/Forms](https://www.irs.gov/Forms) or by calling 800-TAX-FORM (800-829-3676).
- Call us at 800-829-4933 if you can't find what you need online. If you prefer, you can write to the address at the top of this notice.

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Amendment

(General Laws, Chapter 156C, Section 13)

Filing Fee: \$100.00

Identification Number: 001936232

1.a. Exact name of the limited liability company: GANESH BLESSINGS LLC

Check if amending entity name
1.b. The exact name of the limited liability company as amended, is:
GANESH BLESSINGS LLC

1.c. The date of filing of the original certificate of organization:
12/24/2025

2. Address in the Commonwealth where the records will be maintained:
Number and street: 485 MAIN ST
Address 2:
City or town: GREAT BARRINGTON State: MA Zip code: 01230
Country: UNITED STATES

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
BAR AND GRILL

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

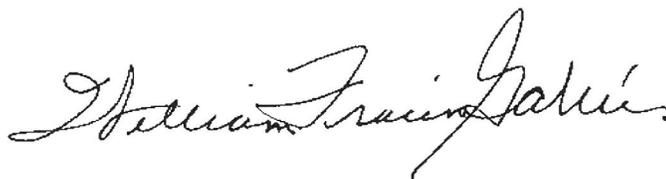
5. Name and address of the Resident Agent:
Agent name: REGISTERED AGENTS INC.
Number and street: 82 WENDELL AVE
Address 2: STE 100
City or town: PITTSFIELD State: MA Zip code: 01201

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

January 25, 2026 01:21 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00085-RS-0464	LICENSEE NAME:	ALL KINDS OF ALCOHOLIC BEVERAGES	CITY/TOWN:	GREAT BARRINGTON
---	---------------	----------------	----------------------------------	------------	------------------

APPLICANT INFORMATION

LAST NAME:	SUBBAIAH	FIRST NAME:	MUTHAIAH	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	INDIA		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	VELLAIYAN	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	New Jersey
GENDER:	MALE	HEIGHT:	5	7	WEIGHT: 167 LB
CURRENT ADDRESS:					
CITY/TOWN:	LYNDHURST	STATE:	NJ	ZIP:	07071
FORMER ADDRESS:					
CITY/TOWN:	WAKEFIELD	STATE:	RI	ZIP:	02879

PRINT AND SIGN

PRINTED NAME:	MUTHAIAH SUBBAIAH	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	-------------------	-------------------------------	--

NOTARY INFORMATION

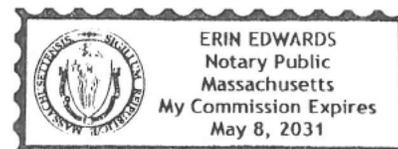
On this 28th of January 2026 before me, the undersigned notary public, personally appeared Subbaiah Muthaiah (name of document signer), proved to me through satisfactory evidence of identification, which were NJ Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCJL Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJL. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJL via mail or by fax to (617) 660-4614.





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00085-RS-0464	LICENSEE NAME:	ALL KINDS OF ALCOHOLIC BEVERAGES	CITY/TOWN:	GREAT BARRINGTON
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APPLICANT INFORMATION

LAST NAME:	SINGH	FIRST NAME:	HARPREET	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	INDIA		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	KAUR	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	New York
GENDER:	MALE	HEIGHT:	5' 9"	WEIGHT:	175 LB
EYE COLOR:	BROWN				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	S RICHMOND HL	STATE:	NY	ZIP:	11419
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:		STATE:		ZIP:	

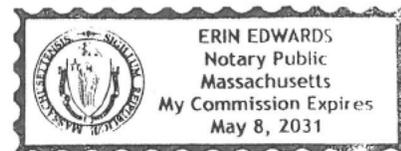
PRINT AND SIGN

PRINTED NAME:	Harpreet Singh	APPLICANT/EMPLOYEE SIGNATURE:	<i>Harpreet Singh</i>
---------------	----------------	-------------------------------	-----------------------

NOTARY INFORMATION

On this 28th of January 2026 before me, the undersigned notary public, personally appeared Harpreet Singh (name of document signer), proved to me through satisfactory evidence of identification, which were NY Drivers License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Erin Edwards
NOTARY



DIVISION USE ONLY

REQUESTED BY:	[REDACTED]
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.

IF YOUR PASSPORT EXPIRES WITHIN SIX MONTHS OF YOUR DATE OF DEPARTURE,
YOU MAY BE DENIED ENTRY INTO SOME COUNTRIES.
Endorsements / Mentions Spéciales / Anotaciones



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT / PASAPORTE

THE UNITED STATES OF AMERICA

USA

Type/Type/Tipo Code/Code/Código Passport No./No. du Passeport/No. de Pasaporte

P USA

Surname/Nom/Apellidos

SUBBIAH

Given names/Prénoms/Nombres

MUTHAIAH

Nationality/Nationalité/Nacionalidad

UNITED STATES OF AMERICA

Date of birth/Date de naissance/Fecha de nacimiento

M

Place of birth/Lieu de naissance/Lugar de nacimiento

INDIA

Date of issue/Date de délivrance/Fecha de expedición

28 JUL 2025

Date of expiration/Date d'expiration/Fecha de caducidad

27 JUL 2035

Authority/Autorité/Autoridad



NEW JERSEY NJMVC

AUTO DRIVER LICENSE



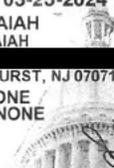
DL [REDACTED] CLASS D
DOB [REDACTED]
ISS 03-25-2024 EXP 02-20-2028

SUBBIAIH
MUTHAIAH

LYNDHURST, NJ 07071-2429

END NONE
RESTR NONE

GENDER M HGT 5'-04" EYES BRN ORGAN DONOR



Mark J. Schneider
Commissioner of Motor Vehicles

NEW YORK STATE USA
COMMERCIAL DRIVER LICENSE

ID [REDACTED] Class **A**

SINGH
HARPREET
[REDACTED]

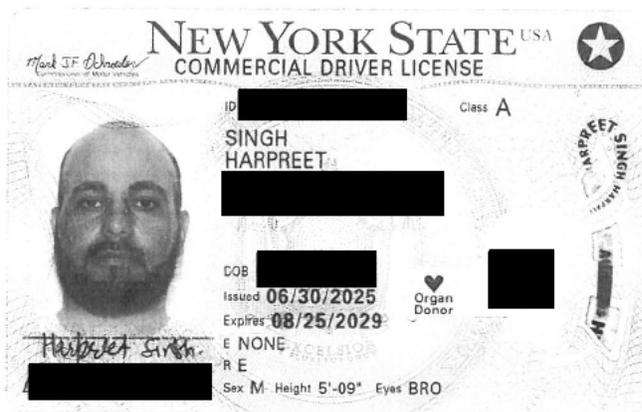
DOB [REDACTED]
Issued **06/30/2025**
Expires **08/25/2029**

Organ Donor

E NONE
R E

Sex **M** Height **5'-09"** Eyes **BRO**

Harpreet Singh



UNITED STATES OF AMERICA
PERMANENT RESIDENT

[REDACTED]

Surname
SINGH

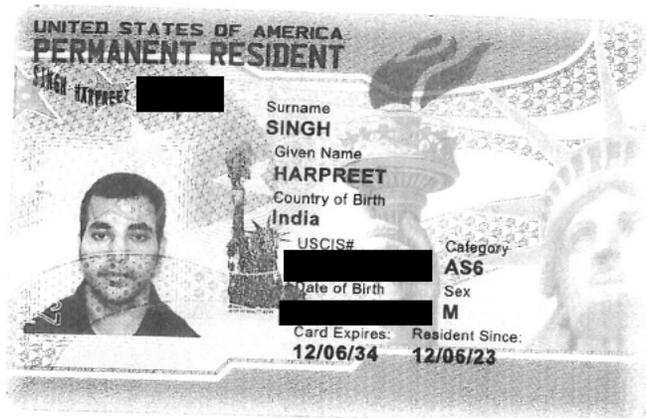
Given Name
HARPREET

Country of Birth
India

USCIS# [REDACTED] Category
AS6

Date of Birth [REDACTED] Sex
M

Card Expires: **12/06/34** Resident Since: **12/06/23**



COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 31st day of December, 2025
BETWEEN:

Parmjit Singh-Chahal
Maniraj LLC of 485 Main St, Great Barrington, MA 01230, USA
Telephone: (413) [REDACTED]
(the "Landlord")

OF THE FIRST PART

- AND

(the "Tenant")

OF THE SECOND PART

- AND

Muthaiah Subbaiah,
[REDACTED] New Jersey, 07071, USA (the
'Guarantors')

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations outlined in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property, and facilities from time to time located at 485 Main St, Great Barrington, MA 01230, USA, as from time to time altered, expanded, or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" means:
 1. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to

be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

ii. those lands, areas, buildings, improvements, facilities, utilities, equipment, and Installations which serve or are for the useful benefit of the Building, the tenants of the Building, or the Landlord and those having business with them, whether or not located within, adjacent to, or near the Building, and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, If any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts, or other structural elements;

e. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

3. The Landlord agrees to rent to the Tenant the restaurant municipally described as 485 Main St, Great Barrington, MA 01230, USA (the "Premises"). The Premises are more particularly described as follows: Includes Apartment Located at the rear of the building, and the front Apartment.

4. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Restaurant, rear Apartment, and the front Apartment.

5. Subject to the provisions of this Lease, the Tenant is entitled to the exclusive use of the following parking on or about the Premises: All Parläng spaces with the building (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.

Term

6. The term of the Lease commences at 12:00 noon on February 1, 2026, and ends at 12:00 noon on December 31, 2028 (the "Term"). Before commencing the business, Tenant agrees to obtain follow

7. Notwithstanding that the Term commences on February 1, 2026, the Tenant is entitled to possession of the Premises at 12:00 noon on February 1, 2026

8. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant, which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

9. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

10. Upon 60 days' notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform, and keep every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 60 days' notice.

Rent

11. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$12,000.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement, or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

12. The Tenant will pay the Base Rent on or before the 7th of every month of the Term to the Landlord.

13. The Base Rent for the Premises will increase over the Term of the Lease as follows: 3% every Year.

14. The tenant will be charged an additional amount of \$200.00 for any late payment of rent.

15. The tenant will be given a grace period of between the 1st and 7th of every month to pay Rent before late payment fees are charged.

16. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Guarantees

17. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.
18. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

19. The Tenant will carry on business under the name of Aroma Bar and Grill, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules, and regulations of any federal, state, municipal, or other competent authority and will not do anything on or in the Premises in contravention of any of them.
21. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Advance Rent and Security Deposit

22. On execution of this Lease, the Tenant will pay the Landlord advance rent (the "Advance Rent") to be held by the Landlord without interest and to be applied on account of the FIRST and LAST \$24000 as they fall due and to be held to the extent not so applied as security for and which may be applied by the Landlord to the performance of the covenants and obligations of the Tenant under this Lease.
23. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$12,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease, but no deduction will be made for damage due to reasonable wear and tear.
24. The Tenant may not use the Security Deposit as payment for the Rent.
25. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit, less any proper deduction,s or with further demand for payment to: 485 Main St, Great Barrington, MA 01230, USA, or at such other place as the Tenant may advise.

Quiet Enjoyment

26. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

27. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

28. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental

equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same apply to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

29. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. The Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises, and the Tenant hereby releases the Landlord from all actions, proceedings, claims, and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon.
- c. The Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. If the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. ~~If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;~~
- e. The Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining, and may grant reasonable concessions in connection with such reletting, including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of

- the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. After reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - h. The Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent, and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage fees and expenses, legal fees and disbursements, and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of 12% per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a term of 6 months.

Inspections and Landlord's Right to Enter

- 30. The Landlord and the Tenant will complete, sign, and date an inspection report at the beginning and at the end of this tenancy.
- 31. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours before entering.

Landlord Chattels

32. The Landlord agrees to supply, and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:

a. List Attached.

Tenant Improvements

33. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. painting, wallpapering, redecorating, or in any way significantly altering the appearance of the Premises;
- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice, or sign for advertising or any other purpose; affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. ~~installing or affixing upon or near the Premises any plant, equipment, machinery, or apparatus.~~

Utilities and Other Costs

34. The tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet, and cable.

35. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: Snow Removal, etc. Landscaping -Keeping the property clean is the tenant's responsibility at the Tenant's cost.

Insurance

36. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of the Tenant's insurance agent regarding the Tenant's policy of insurance.

37. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage or loss, and the Tenant assumes no liability for any such loss.
38. The Tenant is responsible for ensuring any structural components of the Building (including walls, roof, foundations, mechanical systems, or other improvements) incorporated into the Premises for the joint benefit of the Tenant and the Landlord. Such coverage shall include, at a minimum, fire, theft, vandalism, flood and other casualty perils.
39. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
40. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

41. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting- If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all ability for doing so.

Attorney Fees

42. All costs, expenses, and expenditures, including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the

Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents, including the Base Rent and Additional Rent, will bear interest at the rate of 12% per annum from the due date until paid.

Governing Law

43. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Massachusetts, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

44. If there is a conflict between any provision of this Lease and the applicable legislation of the Commonwealth of Massachusetts (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

45. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Lease.
-

Bulk Sale

46. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser can provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord. after completion of the said bulk sale

Additional Provisions

47. The landlord will be responsible for paying the Property Taxes, Heating & cooling repairs.

Care and Use of Premises

48. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises, or of any furnishings or other property supplied by the Landlord
49. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable, or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The tenant is required to park in only the space allotted to them.
50. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 51-The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 52 The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

53. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

54. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

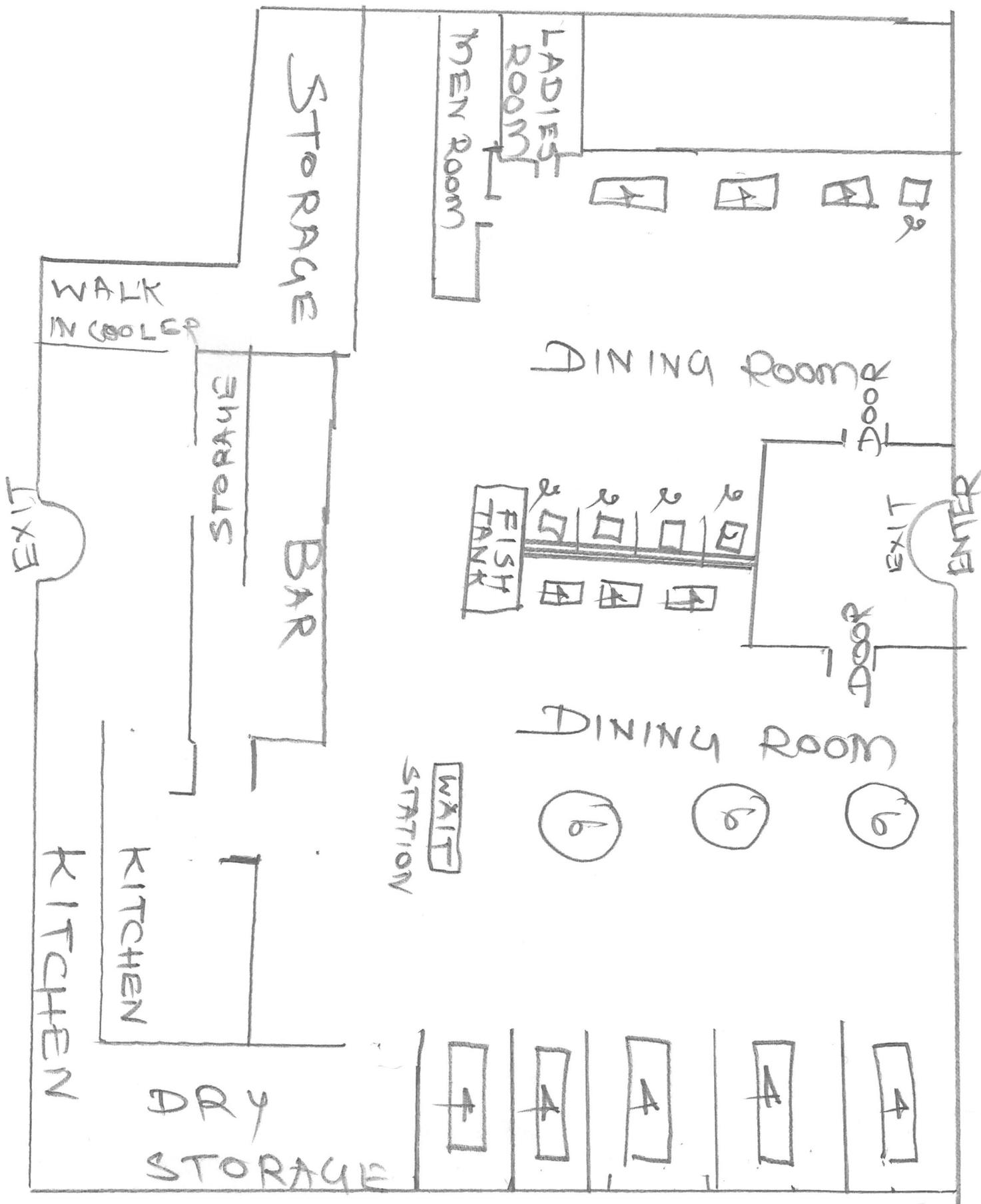
Rules and Regulations

55. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, and other common facilities that are provided for the use of the Tenant in and around the Premises and Building.
56. General Provisions
57. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches, or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach

4. Merchant Services and a new bank account. (For Credit Card Processing)
5. Serv Safe Certification
6. Tips Certificate.
7. Liquor License Transfer Application.
8. Grocery/inventory to be paid on an actual basis.

LIST OF FIXTURES INCLUDED.

1. Walk-In Cooler
2. Walk-In Freezer
3. HVAC system
4. Cash Register/Telephone equipment
5. 10 Booths
6. Chairs
7. Tables.
8. 10 Burner Gas Stove
9. 2 Candy Stoves.
10. 2 Fryolaters
11. Gas-Fired Tandoor
12. Dishwashing Machine with tables
13. Dough Sheetar
14. Commercial Microwave
15. Refrigerator
16. Pots Pans Flying Pans (BULK)



PROPERTY LOCATION: 022.0 0000 0017.0
 Map Block Lot Sublot
 1 of 1 COMMERCIAL
 GreatBarrington
 APPRAISED: 709,500 / 709,500
 USE VALUE: 709,500 / 709,500
 ASSESSED: 709,500 / 709,500



Patriot Properties Inc.

USER DEFINED

No	Alt No	Direction/Street/City	Use Code	Land Size	Building Value	Yrd Items	Land Value	Total Value	Legal Description	User Acct				
485		MAIN ST, GREAT BARRINGTON	325	0.090	348,120		76,180	426,300		M 46032 88371				
			101	0.060	231,080		52,120	283,200		GIS Ref				
OWNER 1: MANIRAL LLC			Total Card		579,200		130,300	709,500	Entered Lot Size	GIS Ref				
OWNER 2:			Total Parcel		579,200		130,300	709,500	Total Land: 0.15	Insp Date				
Street 1: 485 MAIN ST			Source: Market Adj Cost		Total Value per SQ unit (Card): 137.74		Parcel: 137.74		Land Unit Type: AC	120801				
Street 2:			Parcel ID		022-0-0000-0017.0									
Twn/City: GT BARRINGTON			PREVIOUS ASSESSMENT											
S/Prov: MA			Tax Yr		Use	Cat	Bldg Value	Yrd Items	Land Size	Land Value	Total Value	Asses'd Value	Notes	Date
Postal: 01230-1822			2026		031	FV	579,200	0	.15	130,300	709,500	709,500	Year End Roll	1/20/2026
PREVIOUS OWNER			2026		031	PV	557,000	0	.15	125,300	682,300	682,300	Year End Roll	5/19/2025
Owner 1: FAIRFIELD -			2025		031	FV	557,000	0	.15	125,300	682,300	682,300	BEGINNING PUBLI	12/18/2024
Owner 2:			2025		031	TF	557,000	0	.15	125,300	682,300	682,300		7/15/2024
Street 1:			2025		031	PV	528,200	0	.15	99,100	627,300	627,300	Year End Roll	1/10/2024
Twn/City:			2024		031	FV	528,200	0	.15	99,100	627,300	627,300	Year End Roll	1/3/2024
S/Prov:			2024		031	PV	528,200	0	.15	99,100	627,300	627,300	Year End Roll	4/6/2023
Postal:			2023		031	FV	528,200	0	.15	99,100	627,300	627,300	Year End Roll	1/4/2023

Code	Description	Amount	Com. Int
1	Other Assessments		

OPERATIVE DESCRIPTION: This parcel contains .15 ACRES of land mainly classified as COMM. / RES. with a RESTAURANT Building built about 1945, being primarily BRICK VENTR Exterior and 5151 Square Feet, with 1 Unit, 1 Bath, 0 3/4 Bath, 3 HalfBaths, 6 Rooms, and 3 Beds.

Grantor	Legal Ref	Type	Date	Sale Code	Sale Price	V	Tst	Verif	Notes
CHAHAL & KAPUR	1774-301	P	6/7/2007	FAMILY		No	No	D	
ARMAND & ARMI C	1391-231	P	2/11/2003	FAMILY		No	No	D	
TOSSAVAINEN TOI	1327-100	P	6/11/2002		510,000	No	No	D	

Date	Number	Descrp	Amount	C/O	Last Visit	Fed Code	F. Descrp	Comment

Date	Result	By	Name
1/26/2022	COMPLETE-INS	JQ	JQ
2/16/2017	COMPLETE-INS	CL	CL
2/16/2017	COMPLETE-INS	CL	CL

Item	Description	%	Item	Code	Description
2	B2	43560-5000	water		
0			Sewer		
n			Electri		
			Exmpt		
Census:					
Flood Haz:					
D	FD	FD	100	Topo	
S				Street P	PAVED
t				Gas: M	MEDIUM

Use Code	Description	LUC	No of Units	Depth / Priced/units	Unit Type	Land Type	LT Factor	Base Value	Unit Price	Adj	Neigh Infl	Neigh Infl	Infl 1	%	Infl 2	%	Infl 3	%	Appraised Value	Alt Class	Spec Land Code	Fact Use Value	Notes	
325	STORE		0.15		ACRES	PRIMARY	1.0	0 189,900.	4.58	400	1.04								130,347	101	40	130,300	1/1	

Total AC/H/A:	Total SF/SM:	Parcel LUC:	COMM. / RES.	Prime NB Desc:	Total:	Spl Credit:	Total:
0.15000	6534	031		400	130,347		130,300



February 5, 2026

Town of Great Barrington

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit please contact:

Please notify National Grid's Vincent LoGuidice of the hearing date / time at **978-255-5558**
or Vincent.LoGuidice@NationalGrid.com

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Vincent LoGuidice; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

Jim Kehrer
Name: Distribution Design Supervisor
Supervisor, Distribution Design

Enclosures

Questions contact – Steve Hayward 413-923-8956

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Great Barrington, Massachusetts

Massachusetts Electric Company d/b/a National Grid requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Monument Valley Rd - Massachusetts Electric Company d/b/a National Grid to install 1 SO Pole on Monument Valley Rd beginning at a point approximately 580 ft south of the centerline of the intersection of Lovers Ln and continuing approximately 50 feet in a west direction. National Grid is requesting to install 1 new utility pole, with necessary appurtenances, along with overhead conductors in order to provide electric service for 271 monument Valley Rd.

Location approximately as shown on plan attached

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

Plan # 31280452 February 5, 2026

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

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

Massachusetts Electric Company d/b/a
NATIONAL GRID *Jim Kehrer*
BY _____
Engineering Department

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Great Barrington, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the February 5, 2026.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Monument Valley Rd - Great Barrington - Massachusetts.

No. 31280452 Dated: February 5, 2026. Filed with this order

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Monument Valley Rd - Massachusetts Electric Company d/b/a National Grid to install 1 SO Pole on Monument Valley Rd beginning at a point approximately 580 ft south of the centerline of the intersection of Lovers Ln and continuing approximately 50 feet in a west direction. National Grid is requesting to install 1 new utility pole, with necessary appurtenances, along with overhead conductors in order to provide electric service for 271 monument Valley Rd.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of _____, Massachusetts held on the _____ day of _____ 20__.

Massachusetts

City/Town Clerk.
20__

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____, 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

DRAFT

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of _____ Massachusetts, on the _____ day of _____, 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Great Barrington, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that Massachusetts Electric Company d/b/a National Grid and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the February 5, 2026.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Monument Valley Rd - Great Barrington - Massachusetts.

No. 31280452 Dated: February 5, 2026. Filed with this order

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

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I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 _____.

Massachusetts

City/Town Clerk.

20 _____

Received and entered in the records of location orders of the City/Town of _____

Book

Page

Attest:

City/Town Clerk

I hereby certify that on
at

20 , at o'clock, M
a public hearing was held on the petition of

Massachusetts Electric Company d/b/a National Grid

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

DRAFT

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.



IMMEDIATE ABUTTERS & ACROSS THE STREET

0 feet Abutters List Report

Great Barrington, MA
February 04, 2026**Subject Property:**

Parcel Number: 35-33-0
 PIN: 035.0-0000-0033.0
 Property Address: 271 MONUMENT VALLEY RD

Mailing Address: BRUMME KURT & CAITLIN
 65 FERNCROFT RD
 WABAN, MA 02468-1213

Abutters:

Parcel Number: 35-34-7
 PIN: 035.0-0000-0034.7
 Property Address: 245 MONUMENT VALLEY RD

Mailing Address: MONUMENT MTN LODGE LLC
 247 MONUMENT VALLEY RD
 GT BARRINGTON, MA 01230-3005

Parcel Number: 39-31-C
 PIN: 039.0-0000-0031.C
 Property Address: 276 MONUMENT VALLEY RD

Mailing Address: HOSKEER BRIAN H & PATRICIA
 276 MONUMENT VALLEY RD
 GT BARRINGTON, MA 01230-1466

Parcel Number: 39-33-0
 PIN: 039.0-0000-0033.0
 Property Address: 268 MONUMENT VALLEY RD

Mailing Address: STUDZINSKI JOHN J
 268 MONUMENT VALLEY RD
 GT BARRINGTON, MA 01230-1466

Parcel Number: 39-33-A
 PIN: 039.0-0000-0033.A
 Property Address: 264 MONUMENT VALLEY RD

Mailing Address: MVR REALTY LLC C/O EVERETT
 GENDLER
 264 MONUMENT VALLEY RD
 GT BARRINGTON, MA 01230-1466

Parcel Number: 39-34-1
 PIN: 039.0-0000-0034.1
 Property Address: 258 MONUMENT VALLEY RD

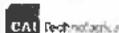
Mailing Address: CAMPER CLARKE DRYDEN TRUSTEE
 CAMPER NAOMI GENDLER TRUSTEE
 101 EAST KIRKE ST
 CHEVY CHASE, MD 20815-3314

Parcel Number: 35-28-0
 PIN: 035.0-0000-0028.0
 Property Address: MONUMENT VALLEY RD

Mailing Address: STUDZINSKI JOHN J
 268 MONUMENT VALLEY RD
 GT BARRINGTON, MA 01230-1466

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

Carol Strommer, Administrative Assessor



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

2/4/2026

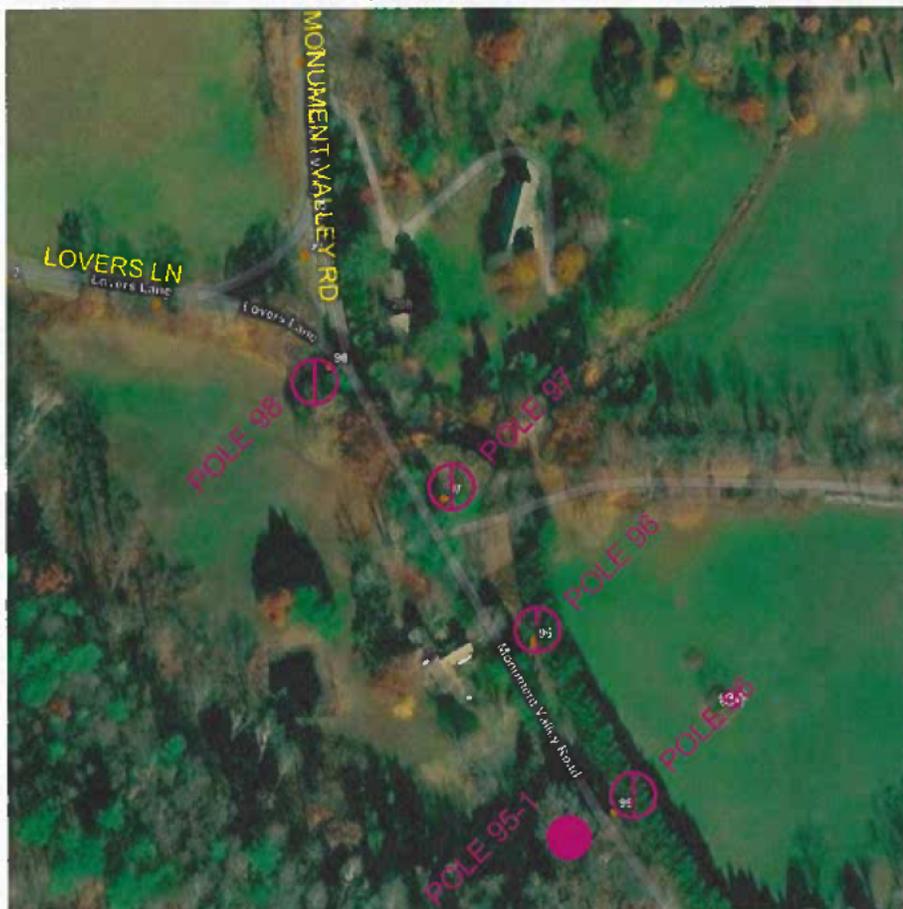
Page 1 of 1



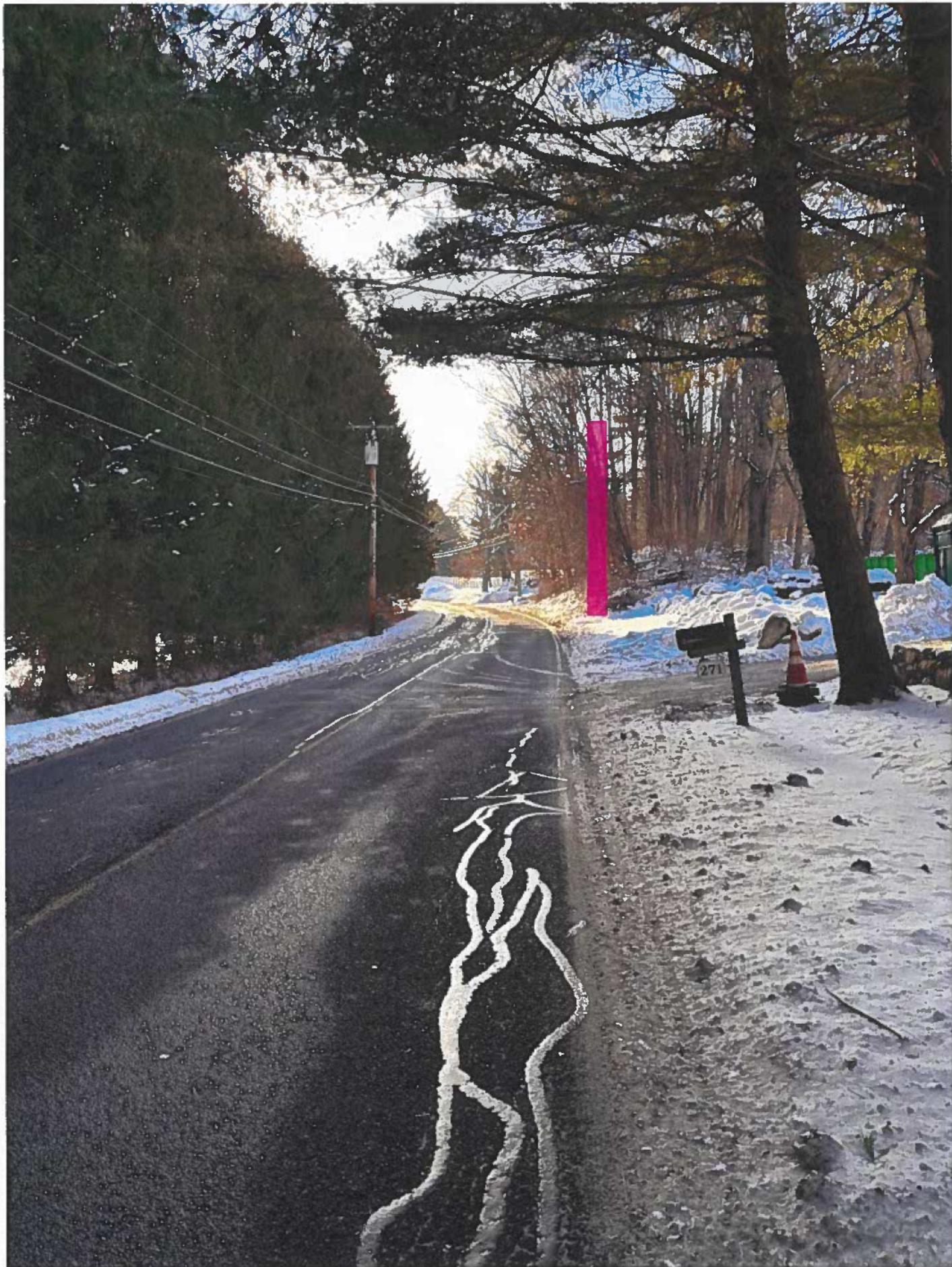
Exhibit A – Not to Scale

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

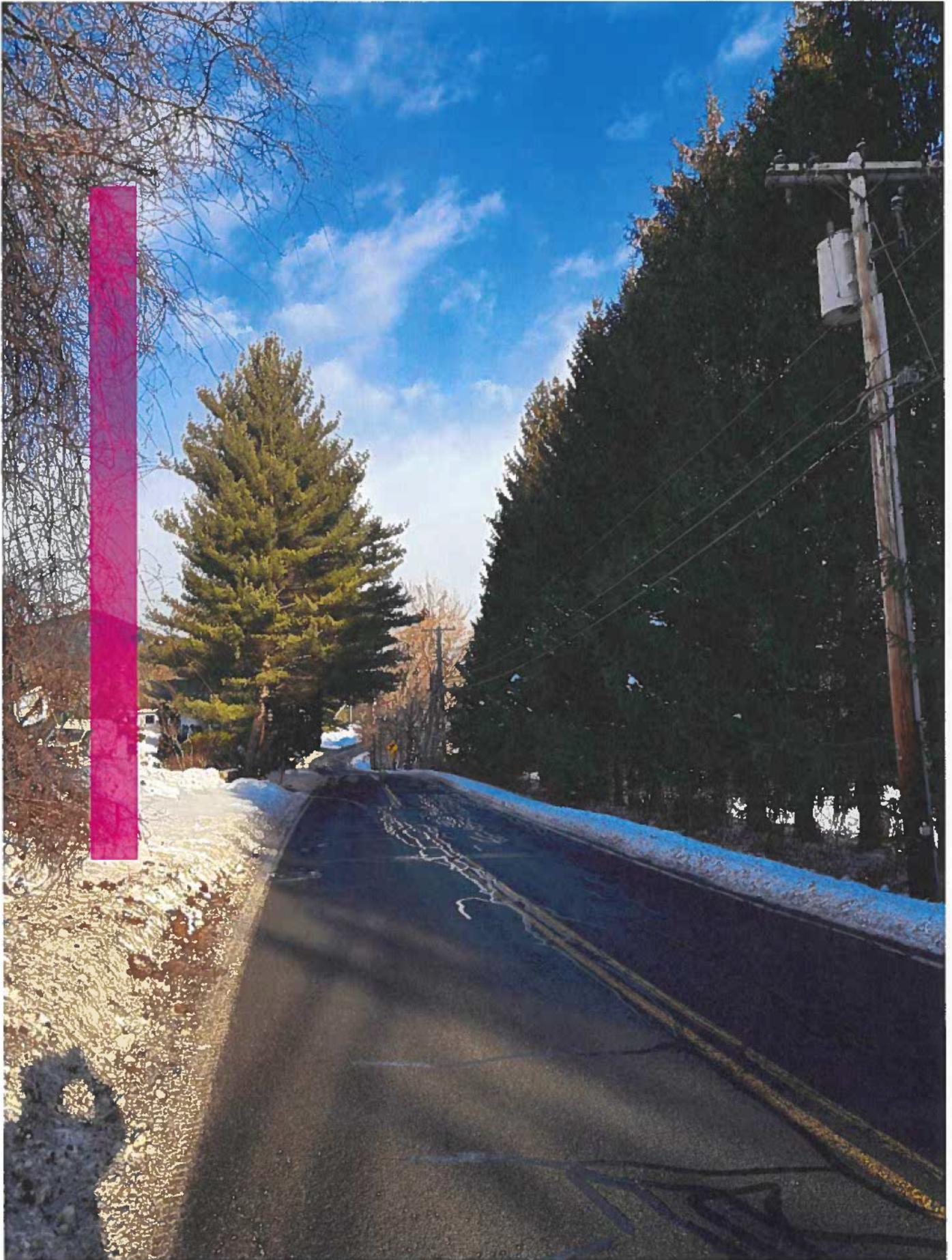
National Grid requesting to install 1 new utility pole, with necessary appurtenances, along with overhead conductors in order to provide electric service for 271 Monument Valley Rd.



POLE PETITION		nationalgrid	
LEGEND:			
	Proposed NGRID Pole Locations	Plan Number:	31280452
	Existing NGRID Pole Locations	To Accompany Petition Dated:	
	Proposed J.O. Pole Locations	To The	TOWN of GREAT BARRINGTON
	Existing J.O. Pole Locations	For Proposed:	SO Pole: 95-1 Location: SIDE OF ROAD
	Existing J.O. Pole to be Replaced	Date of Original Grant:	
	Existing NGRID Pole to be Made J.O.	DRAWING NOT TO SCALE. DISTANCES ARE APPROXIMATE.	
	Existing Pole Locations to be Removed	Drawn By: Steven Hayward	
	Proposed Underground Infrastructure		







Affected Premises:

Lot on Elm Court
Great Barrington, MA 01230

DEED

The TOWN OF GREAT BARRINGTON, acting by and through its Selectboard, pursuant to the vote taken under Article 25 of the May 6, 2024 Annual Town Meeting, a certified copy of which is attached hereto,

For consideration paid of One Dollar (\$1.00),

Grants and conveys to **The W.E.B. DuBois Center for Freedom and Democracy, Inc. f/k/a Clinton Church Restoration, Inc.** all of its right, title, and interest in and to a certain parcel of land located on Elm Court, Great Barrington, Berkshire County, Massachusetts, bounded and described as set forth in Exhibit A attached hereto.

Being a portion of the premises conveyed by deed dated November 1, 1884 and recorded on November 6, 1884 with the Southern Berkshire Registry of Deeds in Book 163, Page 79.

Witness our hands and seals this _____ day of February, 2026.

TOWN OF GREAT BARRINGTON,

By its Selectboard

Stephen Bannon

Eric Gabriel

Garfield C. Reed

Benjamin Elliott

Philip Orenstein

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this ____ day of February, 2026, before me, the undersigned Notary Public, personally appeared Stephen Bannon, member of the Great Barrington Selectboard, as aforesaid, who proved to me through satisfactory evidence of identification, which was

_____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the Town of Great Barrington.

Notary Public
My Commission Expires:

TOWN OF GREAT BARRINGTON

2024 Annual Town Meeting

May 6, 2024

**Monument Mountain Regional High School Auditorium
600 Stockbridge Road, Great Barrington, MA 01230**

ARTICLE 25: (2/3 majority) **CONVEY AN INTEREST IN LAND ON ELM COURT**

To see if the Town will vote to transfer the care, custody, management and control of approximately 1,069 square feet of property within the roadway known as Elm Court to the Selectboard for the purpose of transfer or conveyance to the owner of the abutting property located at and known as 9 Elm Court, W.E.B. DuBois Center for Freedom and Democracy Inc., f/k/a, Clinton Church Restoration, Inc., said area of property being shown on a plan entitled “Proposed License Area Plan prepared for Clinton Church Restoration, Inc. 9 Elm Court,” dated July 14, 2023 prepared by Foresight Land Services, Inc., Pittsfield, MA, and which is on file with the Town Clerk, and to authorize the Selectboard to take all actions and execute all documents necessary in connection therewith; and vote to accept as a public way the altered layout of Elm Court as shown on said plan, or take any other action relative thereto.

VOTE

On a motion by Stephen Bannon and seconded by someone in the audience, that the Town transfer the care, custody, management and control of approximately 1,069 square feet of property within the roadway known as Elm Court to the Selectboard for the purpose of transfer or conveyance to the owner of the abutting property located at and known as 9 Elm Court, W.E.B. DuBois Center for Freedom and Democracy Inc., formerly known as Clinton Church Restoration, Inc., said area of property being shown on a plan entitled “Proposed License Area Plan prepared for Clinton Church Restoration, Inc. 9 Elm Court,” dated July 14, 2023 prepared by Foresight Land Services, Inc., Pittsfield, MA, and which is on file with the Town Clerk, and to authorize the Selectboard to take all actions and execute all documents necessary in connection therewith; and that the Town accept as a public way the altered layout of Elm Court as shown on said plan.

VOTED 2/3rds MAJORITY AT 9:19 PM

A TRUE COPY ATTEST:

Jennifer L. Messina

Jennifer L. Messina

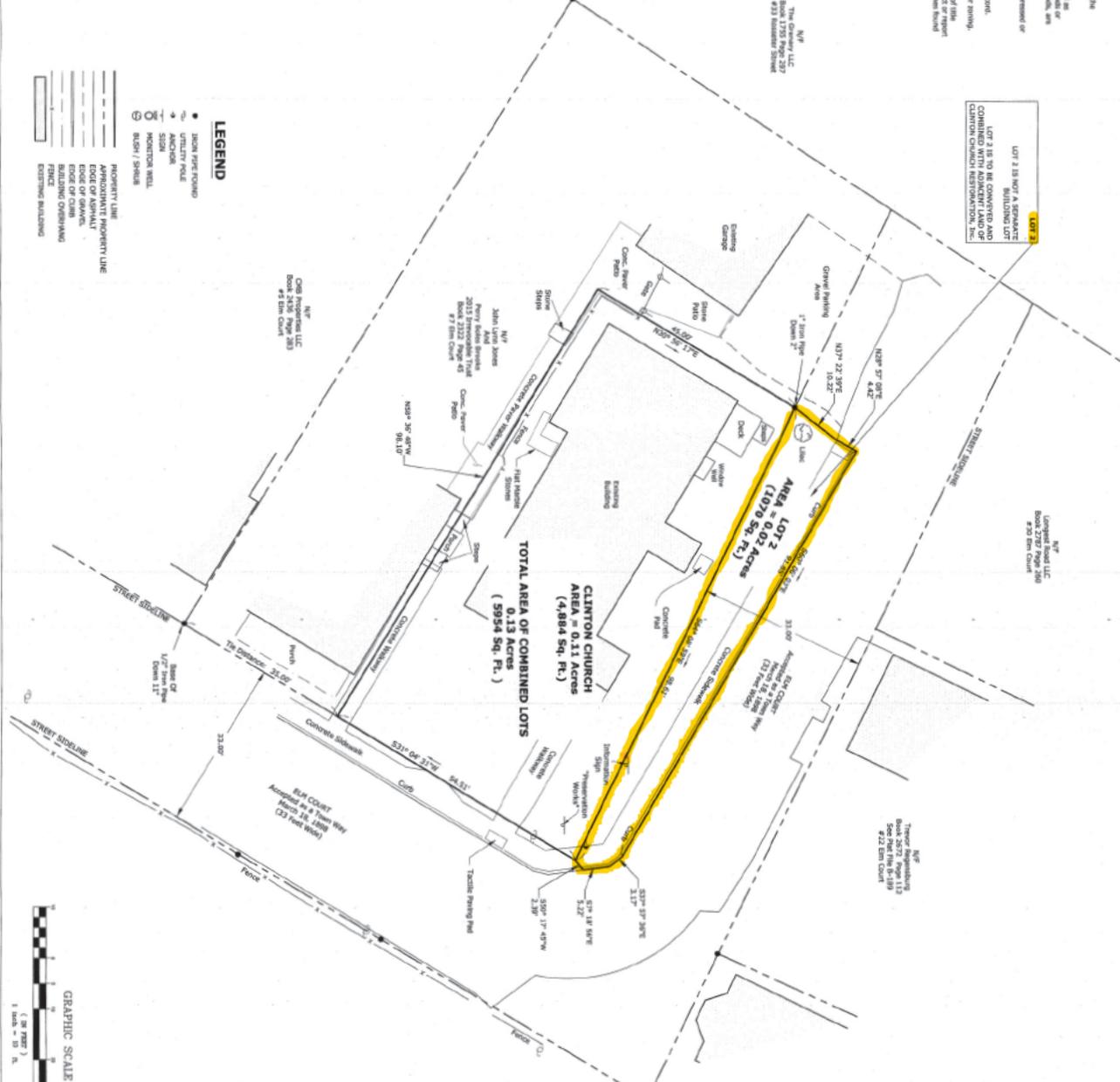
Town Clerk

May 9, 2024

- GENERAL NOTES**
1. This Plan of Land is intended solely to represent the boundary lines of the subject property.
 2. Unless otherwise noted herein, this survey plan shall not be construed as accepting the presence, absence, or status of any of the required utilities or easements shown hereon. The presence or absence of such utilities or easements is not represented as indicating status of unshown resources.
 3. No other parties, especially liens, are conditions or stability are expressed or implied hereby, either directly or by omission.
 4. All parties are subject to and with the benefit of all rights, restrictions, conditions, easements, liens, encumbrances and appurtenances of record.
 5. This survey was prepared without the benefit of an attorney's advice or report and is subject to any statement of facts such statement or report at the time the survey was conducted by the profession then shown.
 6. This survey was prepared without the benefit of an attorney's advice or report at the time the survey was conducted by the profession then shown.
 7. Separated sheets in field sequence.

SITE DATA
 Data provided by Town of Great Barrington, MA Planning Board
 Zoned: B-3 (General Business)
 Overlay: VCOOD (Village Center Overlay District)

Dimensional Requirements:
 Max. Lot Width (FW) = 4000' NPT
 Max. Lot Width (RW) = 50' FT
 Max. Yard Setbacks (FY) = 25' FT
 Max. Yard Setbacks (RY) = 25' FT
 Max. Blk. Height (FH) = 40' FT
 Max. Lot Coverage (CV) = 75%



APPROVAL NOT REQUIRED UNDER SUBDIVISION CONTROL LAW

GREAT BARRINGTON PLANNING BOARD

DATE: _____

Prepared Board Endorsement Does not imply that the lots or parcels shown herein are Building Lots. Nor that they are subject to any other local, state or federal regulations, Title 5, or other local, state or federal regulations.

DATE: *May 5, 2025*

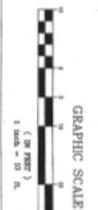
[Signature]

RECORD OWNERS
 CLINTON CHURCH RESTORATION, INC.
 11070 Elm Court
 Great Barrington, MA 01038

FORESIGHT ENGINEERING LAND SERVICES
 1400 WEST STREET, SUITE 200
 GREAT BARRINGTON, MA 01038
 TEL: 413-528-1111
 FAX: 413-528-1112

PLAN OF LAND Prepared for CLINTON CHURCH RESTORATION, INC. 0 Elm Court GREAT BARRINGTON, MASS.

SCALE: 1" = 100'
 DATE: MAY 5, 2025
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SHEET NO.: 001



**Special Permit Application For:
Proposed Expansion to a Pre-Existing Non-Conforming Structure**

Property Location:
*263 Long Pond Road
Great Barrington, MA 01230*

Property Owner & Applicant:
William & Marla Sherman

[REDACTED]
[REDACTED]

Civil Engineer:
Foresight Land Services, Inc.

[REDACTED]
[REDACTED]

Architect/MEP/LA:
Crisp Architects

[REDACTED]
[REDACTED]

January 2026



TABLE OF CONTENTS

Special Permit Application
For Proposed Expansion of a Pre-Existing, Non-Conforming Structure and Related Site Work
Map 33, Lot 3, 263 Long Pond Road, Great Barrington, MA

1. Applications for Special Permit
2. Summary of Conformity
3. Municipal Impact Report
4. Figures:

Exhibit A-1	USGS Locus Map
Exhibit A-2	USDA Web Soil Survey Map
Exhibit A-3	Priority & Estimated Habitats Map
Exhibit A-4	National Flood Insurance Program Map
Exhibit A-5	Great Barrington Assessor's Map
5. Property Record Card
6. Property Deed
7. 300 Ft Abutters List
8. Plans:

Architectural Plans – Crisp Architects – Dated 1/7/2026	
A100	Basement Plan
A101	First Floor Plan
A102	Second Floor Plan
A103	Roof Plan
A201	North and West Elevation
A202	South and East Elevation
A301	Building Section Through Mudroom, Tavern, New Connector
A302	Building Section
Site Plans- Foresight Land Services, Inc. – Dated 12/29/2025	
SP-1	Proposed Site Plan
SP-2	Overall Site Plan

Town of Great Barrington
Massachusetts

Application to the
Zoning Board of Appeals

INSTRUCTIONS

You may download this form and fill it in on your computer. Fill out all applicable information. Save and print the form, and sign it where required. When you are ready with your form and all supporting plans and materials, call the Planning Dept to set up a time to file the application. You will need to submit the original and 10 full copies of the entire package. A PDF of the entire application packet must also be submitted electronically; any PDFs with plans must be clear and scalable. Incomplete applications and those not accompanied by the required fee or copies may be rejected. The Planning Dept can be reached at (413) 528-1619.

FOR OFFICE USE ONLY

Number Assigned: _____
Filing Date: _____
Received and checked for completeness
by: _____
Date filed with the Town Clerk _____
FOR ZBA USE:
Advertising dates: _____ & _____
Public hearing date: _____

TIMELINE: The Zoning Board of Appeals (ZBA) will set a public hearing date that is at least 45 days but no more than 65 days from the date of your filing. The hearing date will be posted at Town Hall and in accordance with the Open Meetings Law, and notice of the hearing will be sent to the Applicant and/or Applicant's agent and abutting property owners by mail, and advertised for two consecutive weeks in the local newspaper.

A. WHAT ARE YOU SEEKING?

Check all that apply. If you are unsure, please consult with your attorney, or the Town Planner or Building Inspector.

VARIANCE (exempts a property from some Zoning requirements)
You must complete portions A., B., C., D., G., H, I., and J. of this form.

SPECIAL PERMIT (for changes to nonconforming uses, structures)
You must complete portions A., B., C., E., G., H, I., and J. of this form.

APPEAL (to overturn a decision of Building Inspector or a Board)
You must complete portions A., B., C., F., G., H, I., and J. of this form.

40 B Comprehensive Permit (call ahead)

B. SITE / PROPERTY INFORMATION

Address of Subject Property 263 Long Pond Road

Assessor's Map: 33 Lot: 3

Registry of Deeds Book: 2912 Page: 133

Zoning District (s): R2

Overlay District(s), if any: WQPOD Zone B

C. APPLICANT AND OWNER INFORMATION

Name (please print) William & Marla Sherman Phone (area code first) _____

Street Address _____

Applicant's Information

City, State, Zip Code _____

If Applicant is a corporation, provide name of contact person: _____

Email Address _____ Signature 

Check here if Applicant and Property Owner are the same, and skip to the next section.

Check here if Applicant is different than the Property Owner, and to verify that you have the Property Owner's permission to file this Application. Note that the Property Owner must sign below to indicate permission to file this Application.

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

Property Owner's Information

Name (please print) _____ Phone (area code first) _____

Street Address _____

City, State, Zip Code _____

Email Address _____ Signature _____

D. VARIANCES If you are requesting a variance, please answer all of the following. Attach additional sheets if necessary.

1) From which Section(s) of the Zoning Bylaw do you request a variance?

2) What will the requested variance(s) enable you to do?

3) If the variance(s) is not granted, what hardship will that cause you?

4) What special circumstances relating to soil condition, shape or topography of land or structures, affect your property but not other properties in the same zone?

5) Explain why your special circumstances are not a result of your own actions.

6) If the variance(s) is not granted, what rights will you be deprived of that other properties in the same zone enjoy?

7) Explain why a variance will not give you any special privileges that other properties in the same zoning district don't have.

E. SPECIAL PERMITS If you are requesting a special permit, please answer all of the following. Attach additional sheets if necessary.

1) A special permit is being requested in order to (please describe project):

Expand a pre-existing nonconforming structure above 25% of the existing gross area.

2) This application is made under the following Sections of the Zoning Bylaw (check all that apply)

Section 5.2 Section 5.3 Section 5.5
 Section 5.6 Section 5.7 Section 10.4

3) Reason(s) that this property is not in conformance with the Zoning Bylaw

The existing structure does not meet front yard set back requirement.

4) Are there any previous Special Permits or Variances for this property?

No Yes
 If yes, provide date(s), and name of issuing Board _____

F. APPEALS If you are seeking an appeal, please answer all of the following. Attach additional sheets if necessary.

1) This application is to appeal the decision of

Building Inspector Planning Board Selectboard

2) Date of decision

3) Nature of the decision

4) Applicable Section(s) of the Zoning Bylaw

5) Describe your interpretation of the nature of the decision and the remedy you seek. Attach additional sheets if needed.

G. REQUIREMENTS FOR ALL APPLICATIONS

By checking the items below, applicant acknowledges that each application is accompanied by each of the items listed below.

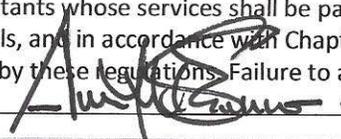
- ✓ Plot Plan of the entire property or tract. The Board may require the plan to be signed by a licensed surveyor or engineer, particularly if the matter involves dimensional issues. The plan should include those items listed in Section 10.5.3 of the Zoning Bylaw, including two locus maps--one USGS survey map and one current zoning map-- illustrating property location.
- ✓ A current list of all abutters within 300 feet of the property, including address of owner, map and lot number. The list must be obtained from the Assessor's office and certified by the Assessor's office. Call 413-528-1619.
- ✓ At least one copy of the application and plans / specifications shall be no larger than 11 x 17 inches.

H. APPLICATION FEE

Application fee is \$350.

- ✓ Check here to confirm that your check in the appropriate amount is enclosed. Make checks payable to Town of Great Barrington.

I. TECHNICAL REVIEW FEES

- ✓ The Zoning Board of Appeals may hire independent consultants whose services shall be paid for by the applicant(s) under the terms of the Rules and Regulations of the Zoning Board of Appeals, and in accordance with Chapter 44, Section 53G of the Massachusetts General Laws. Check here to acknowledge and be bound by these regulations. Failure to acknowledge shall cause this application to be rejected as incomplete. ** Please also sign here: 

J. ADDITIONAL INFORMATION

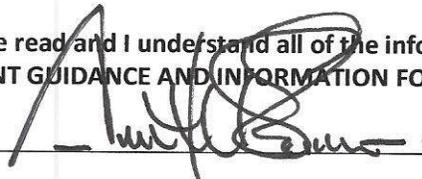
Recommending Boards: All applications to the Zoning Board of Appeals are referred to the Planning Board, Conservation Commission, Board of Health, and Board of Selectmen for comments and recommendations. Applicants should be prepared to attend those meetings in order to brief those boards of their project and answer any questions.

Site Visits: The ZBA and recommending Boards may contact the Applicant to request a site visit. Applicants agree to facilitate access to the site at a mutually convenient date and time.

Timeline/ Procedures: The ZBA conducts its business in accordance with Massachusetts General Laws. Accordingly, the ZBA will hold its Public Hearing not later than 65 days after the filing of the application. A decision for a variance or appeal will be rendered not later than 100 days from the filing date. A decision for a special permit will be made not later than 90 days after the close of the Public Hearing. The decision will be filed with the Town Clerk within 20 days of the date of the decision. The appeal period lasts for 20 days after the filing with the Town Clerk. On the 21st day, if no appeals are filed, or once all appeals are resolved, the applicant shall have the decision certified by the Town Clerk. The Applicant is responsible for then filing the decision with the Registry of Deeds, at which time the decision becomes effective.

Guidance and Counsel: In preparing this application and when presenting the case to the ZBA, applicants are advised to be fully familiar with, or seek counsel from a qualified person who is familiar with, the Zoning Bylaw and other rules, regulations, and laws as may be appropriate. If you wish to discuss the completeness of this application, or have any questions about this application, please contact the Planning Dept. at 413-528-1619. However, we will not discuss the merits or strategy of your case.

Applicant's Signature: "I have read and I understand all of the information on this application. I have also read and understand the pages entitled IMPORTANT GUIDANCE AND INFORMATION FOR APPLICANTS."

 (signed) 1/9/26 (date)

**SUMMARY OF CONFORMITY WITH
APPLICABLE ZONING BYLAW REQUIREMENTS**
263 LONG POND ROAD (MAP 33, LOT 3), GREAT BARRINGTON, MA

The following is a summary of the applicable Great Barrington Zoning Bylaw requirements and the proposed conformance under this Special Permit.

5.0 Nonconforming Uses and Structures			
Section	Description	Requirement	Proposed/Comment/ Waiver Request
5.1	Applicability	This zoning bylaw shall not apply to structures or uses lawfully in existence or lawfully begun, or to a building or special permit issued before the first publication of notice of the public hearing required by G.L. c. 40A, s. 5 at which this zoning bylaw, or any relevant part thereof, was adopted. Such prior, lawfully existing nonconforming uses and structures may continue, provided that no modification of the use or structure is accomplished, unless authorized hereunder.	Noted.
5.2	Nonconforming Uses	The Board of Appeals may award a special permit pursuant to Section 10.4 to change a nonconforming use in accordance with this section only if it determines that such change or extension shall not be substantially more detrimental than the existing nonconforming use to the neighborhood. The following types of changes to nonconforming uses may be considered by the Board of Appeals: 5.2.1 Change or substantial extension of the use. 5.2.2 Change from one nonconforming use to another, less detrimental, nonconforming use.	Not applicable, use to remain the same.
5.3	Nonconforming Structures	The Board of Appeals may award a special permit pursuant to Section 10.4 to reconstruct, extend, alter, or change a nonconforming structure in accordance with this section only if it determines that such reconstruction, extension, alteration, or change shall not be substantially more detrimental than the existing nonconforming structure to the neighborhood. The following types of changes to nonconforming structures may be considered by the Board of Appeals: 5.3.1 Reconstructed, extended or structurally changed. 5.3.2 Altered to provide for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent.	Reasoning for Special Permit application.
5.4	Variance Required	Except as provided in Section 5.5, below, the reconstruction, extension or structural change of a nonconforming structure in such a manner as to increase an existing nonconformity, or create a new nonconformity, shall require the issuance of a variance from the Board of Appeals; provided, however, the extension of an exterior wall at or along the same nonconforming distance within a required yard, shall require the issuance of a special permit from the Board of Appeals.	Not applicable.
5.5	Nonconforming Single and Two Unit Residential Structures	Nonconforming single and two unit residential structures may be reconstructed, extended, altered, or structurally changed upon a determination by the Inspector of Buildings that such proposed reconstruction, extension, alteration, or change does not increase the nonconforming nature of said structure and provided that the gross floor area of the nonconforming structure is not increased by more than twenty-five percent (25%). For the purposes of this subsection only, the term "reconstruction" shall mean the renovation of a portion of a preexisting structure rather than demolition and replacement thereof. The following circumstances shall not be deemed to increase the nonconforming nature of said structure:	Not applicable, proposed more than 25% increase.

5.0 Nonconforming Uses and Structures			
Section	Description	Requirement	Proposed/Comment/Waiver Request
		<p>5.5.1 Insufficient Area. Alteration to a structure located on a lot with insufficient area which complies with all current setback, yard, building coverage, and building height requirements.</p> <p>5.5.2 Insufficient Frontage. Alteration to a structure located on a lot with insufficient frontage which complies with all current setback, yard, building coverage, and building height requirements. 5.5.3 Other Encroachment. alteration to a structure which encroaches upon one or more required yard or setback areas, where the alteration will comply with all current setback, yard, building coverage and building height requirements.</p> <p>5.5.4 Exceptions Do Not Apply. In the event that the Inspector of Buildings determines that the above exceptions do not apply, the Board of Appeals may by special permit pursuant to Section 10.4 allow such reconstruction, extension, alteration, or change where it determines that the proposed modification will not be substantially more detrimental than the existing nonconforming structure to the neighborhood. For the purposes of this subsection, the term "reconstruction" shall not mean the total demolition and rebuilding of the premises, which is governed by section 5.7, below.</p>	
5.6	Abandonment or Non-Use	A nonconforming use or structure which has been abandoned, or not used for a period of two years, shall lose its protected status and be subject to all of the provisions of this zoning bylaw; provided, however, that the Board of Appeals, by the grant of a special permit, may authorize the reestablishment of a nonconforming use or structure where such reestablishment shall not result in substantial detriment to the neighborhood.	Not applicable.
5.7	Reconstruction After Catastrophe or Demolition	<p>A nonconforming structure may be reconstructed after a catastrophe or after voluntary demolition in accordance with the following provisions. For the purposes of this subsection, the term "reconstruction" shall mean the rebuilding after catastrophe or the rebuilding after demolition of the building.</p> <p>5.7.1 Reconstruction of said premises shall commence within two years after such catastrophe or demolition.</p> <p>5.7.2 Building(s) may be reconstructed by right if located within the same footprint as the original nonconforming structure, and if they do not exceed the gross floor area of the original nonconforming structure.</p> <p>5.7.3 In the event that the proposed reconstruction would (a) cause the structure to exceed the gross floor area of the original nonconforming structure or (b) cause the structure to be located other than on the original footprint, a special permit pursuant to Section 10.4 shall be required from the Board of Appeals prior to such demolition.</p>	Not applicable.
5.8	Reversion to Nonconformity	No nonconforming use shall, if changed to a conforming use, revert to a nonconforming use.	Noted.

10.0 Administration and Procedures			
Section	Description	Requirement	Proposed/Comment/Waiver Request
10.1.1	Enforcement by Inspector of Building	This Bylaw shall be enforced by the Inspector of Buildings.	Noted.

10.0 Administration and Procedures			
Section	Description	Requirement	Proposed/Comment/Waiver Request
10.1.2	Compliance Required	No permit shall be issued by the Inspector of Buildings unless the application for said permit indicates compliance with this Bylaw and any other applicable town bylaws and regulations, the State Sanitary Code and regulations of the Board of Health, the Planning Board's Subdivision Control Regulations, the Wetlands Protection Act, and all other applicable state and federal regulations. The applicant shall be responsible for identifying and obtaining all required local, state and federal permits and approvals for the project and for informing the Inspector of Buildings and other permit granting authorities of the status of each approval.	Noted.
10.1.3	Permit Required	No building or other structure shall be erected, moved, added to or structurally altered without a permit issued therefore by the Inspector of Buildings. Failure to obtain a building permit shall be a violation of this Bylaw and shall be punishable as provided herein.	Noted.
10.1.6	Aggrieved Persons	Whenever a violation of this Bylaw occurs or is alleged to have occurred, any aggrieved person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the Inspector of Buildings. He shall record such complaint, immediately investigate and take action thereon as provided by this Bylaw, and notify the complainant in writing of any action or refusal to act, and the reasons therefor, within 14 days of receipt of such complaint. A copy of such letter, with a copy of the written complaint, shall be forwarded forthwith to the Selectboard. The decision of the Inspector of Buildings may be appealed within 30 days to the Zoning Board of Appeals in accordance with G.L. c. 40A, ss. 8 and 15.	Noted.
10.1.7	Penalties	Whoever violates any provisions of this Bylaw or fails to comply with any of its requirements shall, upon conviction thereof be fined not more than \$300 for each offense. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Town from taking such other lawful action as it deems necessary to prevent or remedy any violation.	Noted.
10.1.8	Noncriminal Disposition	In addition to the procedures as described above, the provisions of this Bylaw may also be enforced by the Inspector of Buildings by noncriminal disposition pursuant to the provisions of G.L. c. 40, s. 21D. Each day on which a violation exists shall be deemed to be a separate offense. The penalty for violation of any provision of this Bylaw shall be \$25 for the first offense; \$50 for the second offense; \$100 for the third offense; and \$200 for the fourth and each subsequent offense.	Noted.

10.0 Administration and Procedures			
Section	Description	Requirement	Proposed/Comment/Waiver Request
10.2.2	Powers	<p>The Board of Appeals shall have and exercise all the powers granted to it by Chapters 40A, 40B, and 41 of the General Laws and by this Bylaw. The Board's powers are as follows:</p> <ol style="list-style-type: none"> 1. To hear and decide applications for special permits where designated as special permit granting authority in this Bylaw. 2. To hear and decide appeals or petitions for variances from the terms of this Bylaw, with respect to particular land or structures, as set forth in G.L. c. 40A, s. 10. The Board of Appeals shall not grant use variances. 3. To hear and decide appeals taken by any person aggrieved by reason of his inability to obtain a permit or enforcement action from any administrative officer under the provisions of G.L. c. 40A, ss. 8 and 15. 4. To hear and decide comprehensive permits for construction of low or moderate income housing by a public agency or limited dividend or nonprofit corporation, as set forth in G.L. c. 40B, ss. 20-23. 	Noted
10.2.3	Regulations	The Board of Appeals may adopt rules and regulations for the administration of its powers.	Noted.
10.2.4	Fees	The Board of Appeals may adopt reasonable administrative fees and technical review fees for petitions for variances, administrative appeals, and applications for comprehensive permits.	Noted, special permit fee attached.
10.4.1	Special Permit Granting Authority	Unless specifically designated otherwise, the Selectboard shall act as the Special Permit Granting Authority.	Specified as ZBA.
10.4.2	Criteria	<p>Special permits shall be granted by the Special Permit Granting Authority, unless otherwise specified herein, only upon its written determination 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. In addition to any specific factors that may be set forth in this Bylaw, the determination shall include consideration of each of the following:</p> <ol style="list-style-type: none"> 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. 	Requirement met.
10.4.3	Procedures	<p>An application for a special permit shall be filed in accordance with the rules and regulations of the Special Permit Granting Authority. 1. The SPGA shall, within five business days (Saturdays, Sundays and legal holidays excluded) after acceptance of a special permit application, transmit copies of the application, along with all accompanying plans and maps, to the Board of Health, the Planning Board, the Selectmen and the Conservation Commission and to any other town departments, at the discretion of the SPGA. It shall be the responsibility of the applicant to provide sufficient copies for such transmittal.</p> <p>2. The SPGA or its designated representative shall mark on the face of each copy the date of such transmittal and the boards and departments to which it was transmitted. The application shall be deemed received by all such boards and departments two business days after such transmittal (Saturdays, Sundays</p>	Noted.

10.0 Administration and Procedures			
Section	Description	Requirement	Proposed/Comment/Waiver Request
		<p>and legal holidays excluded). Any board or department to which such an application is transmitted for review shall make in writing such recommendations as it deems appropriate; provided, however, that failure to make recommendations within 35 calendar days of receipt by the board or department shall be deemed lack of opposition to the application.</p> <p>3. Any town board or department may recommend and the SPGA may impose such additional requirements and restrictions for any use under 3.1.4, Table of Use Regulations, or for any other special permit required by this Bylaw, as in the judgment of the reviewing boards and departments are necessary for the protection of public health, safety and welfare, the environment and neighboring uses.</p> <p>4. It is recommended that projects requiring a special permit appear before the Design Advisory Committee prior to meeting with the SPGA.</p>	
10.4.4	Conditions	<p>Special permits may be granted with such reasonable conditions, safeguards, or limitations on time or use, including performance guarantees, as the Special Permit Granting Authority may deem necessary to serve the purposes of this Bylaw. Such conditions, safeguards or limitations may include, but are not limited to, the following:</p> <ol style="list-style-type: none"> 1. Front, side and rear yards greater than the minimum required by this Bylaw. 2. Screening buffers or planted strips and/or fences or walls as specified by the SPGA. 3. Design and installation of lighting to minimize glare into the night sky and spill into adjacent properties. 4. Limitations on the size, number of occupants, method and/ or time of operation, time duration of the permit and/or extent of facilities. 5. Requirements as to number and/or location of driveways and/or other traffic features, off-street parking and/or loading and/or other specific features beyond the minimums required by this Bylaw. Any conditions, safeguards or limitations shall be imposed in writing and shall be made a part of the special and building permit. 	Noted.
10.4.5	Plans	Unless otherwise provided the rule or regulation of the Special Permit Granting Authority, an applicant for a special permit shall submit a plan in substantial conformance with the requirements of Section 10.5.3, herein.	Requirement met.
10.4.6	Regulations	The Special Permit Granting Authority may adopt rules and regulations for the administration of this section.	Noted.
10.4.7	Fees	The Special Permit Granting Authority may adopt reasonable administrative fees and technical review fees for applications for special permits, which shall be filed in the office of the Town Clerk.	Noted, Special Permit fee attached.
10.4.8	Lapse	Special permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within 24 months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in G.L. c. 40A, s. 17, from the grant thereof) with the Town Clerk.	Noted

10.0 Administration and Procedures			
Section	Description	Requirement	Proposed/Comment/Waiver Request
10.5.3	Submittal Requirements	<p>When specific requirements are not provided elsewhere in this Bylaw, the following general submittal requirements apply unless waived by the Planning Board 1. Plot plan of the entire tract, signed by a licensed surveyor or engineer, drawn to a scale adequate to represent all features of the property, clearly portraying the following: a. Lot layout and dimensions. b. Access road locations and widths and all intersections and driveways located within 200 feet of any portion of the tract. c. Open space locations and dimensions. d. Location of major site features, such as existing stone walls, fences, large trees and rock outcroppings. e. All existing and proposed structures on the property. f. All existing and proposed driveways, walkways and parking areas. g. All bordering streets and/or highways; h. Contours of elevation at intervals of no more than two feet. i. All existing and proposed wells and septic systems. j. Existing and proposed drainage patterns and stormwater drainage calculations. k. All proposed stormwater management devices including but not limited to inlets, pipes, swales, and infiltration, retention and detention devices. l. Existing and proposed landscaping; limits of clearing; erosion and sediment control to be used during construction. m. Existing and proposed lighting, including heights, fixtures, and types of lighting. n. Other physical and topographical features of the property including but not limited to streams, ponds, floodplains and wetlands. o. An arrow indicating magnetic North. p. Two locus maps showing the location of the property. One shall be an enlarged section of a United States Geological Survey Map, and the other shall be a copy of the current Great Barrington Zoning Map, each indicating the location of the property by arrow or other suitable mark.</p> <p>2. The application shall be signed by the owner or owners of the property in question or, if the applicant is other than the owner of the property, shall be signed by the applicant and shall be accompanied by a letter from the owner authorizing the applicant to apply for the building permit or special permit. Said application shall also be accompanied by all appropriate fees. For the purposes of this section, an "owner" shall be defined as a person, corporation, partnership or other legal entity having a legal or equitable interest in the property. 3. Traffic Impact Assessment. The purpose of a traffic impact assessment is to document existing traffic conditions (both vehicular and pedestrian) in the vicinity of the proposed project, to describe the volume and effect of projected traffic generated by the proposed project, and to identify measures proposed to mitigate any adverse impacts on traffic. The Planning Board may request a traffic study for any project.</p> <p>A traffic study may be required upon request for all projects with one or more of the following characteristics: Projects that propose 30 or more parking spaces pursuant to Section 6.1; or, Projects expected to generate 100 trip-ends or more per day; or Projects containing frontage and/or access on a numbered highway. The traffic impact assessment shall be performed by a certified traffic engineer in accordance with Massachusetts Executive Office of Energy and Environmental Affairs, Division of Transportation Guidelines for Traffic Impact Assessments and shall contain the following: a. Existing traffic conditions: average daily and peak hour volumes, average and peak speeds, sight distances, accident data, and levels of service (LOS) of intersections and streets likely to be affected by the proposed development. Generally, such data shall be presented for all streets and intersections adjacent to or within 1,000 feet of the projected boundaries, and shall be no more than six months old at the date of application.</p>	Requirements met.

10.0 Administration and Procedures			
Section	Description	Requirement	Proposed/Comment/Waiver Request
		<p>b. Information regarding existing pedestrian and bicycle circulation and ways and existing transit service and facilities such as bus stops, pull-outs and shelters shall be provided. c. Projected traffic conditions for design year of occupancy: statement of design year of occupancy, background traffic growth on an annual average basis, and impacts of proposed developments which have already been approved in part or in whole by the Town. d. Projected impact of proposed development: projected peak hour and daily traffic generated by the development on roads and ways in the vicinity of the development. e. Sight lines at the intersections of the proposed driveways and streets. f. Existing and proposed traffic controls in the vicinity of the proposed development; proposed pedestrian and bicycle ways and design elements to maximize pedestrian and bicycle safety and usage.</p> <p>g. Proposed transit design elements to maximize transit safety and usage; and projected post-development traffic volumes and Level of Service (LOS) of intersections and streets likely to be affected by the proposed development. h. Increases in vehicular traffic on adjacent public ways, including impact on existing traffic signals, and, if indicated, a plan to remediate identified deficiencies. i. Proposed measures to</p>	

GREAT BARRINGTON SPECIAL PERMIT APPLICATION

Municipal Impact Report
Special Permit ApplicationFor Proposed Restoration of a Pre-Existing, Non-Conforming Use and Related Site Work
Map 33, Lot 3, 263 Long Pond Road, Great Barrington, MA

Revised 2/9/2026

GENERAL

The applicants, William & Marla Sherman, are requesting a Special Permit from the Great Barrington Zoning Board of Appeals to expand their existing house, located at 263 Long Pond Road (Map 33, Lot 3), in Great Barrington (the property).

EXISTING SITE CONDITIONS

The property is within the R-2 Acreage Residential Zoning District and the Water Quality Protection Overlay District (WQPOD) Zone B. Lot requirements per the Great Barrington Zoning Bylaw are as follows:

	R2 Required	Existing	Proposed
Minimum Lot Area	43,560 sq. ft.	32.39 acres	32.39 acres
Width	150 ft.	561 ft. ±	561 ft. ±
Minimum Front Yard	50 ft.	47 ft. ±	47 ft. ±
Minimum Side Yard	20 ft.	60 ft. ± (south) 160 ft. ± (north)	191 ft. ± (south) 59 ft. ± (north)
Minimum Rear Yard	30 ft.	2,024 ft. ±	1,473 ft. ±
Maximum Lot Coverage by Buildings	20%	0.26% ±	0.52% ±
Stories	2.5	1.5	1.5
Height	35 ft.	< 35 ft.	< 35 ft.

Property Overview

The Applicant's existing lots consists of approximately 32.39 acres of land. The property has two existing buildings with associated water, sewer, private utilities, etc. The two buildings include:

- Main House
- Cottage

The existing property is pre-existing nonconforming use, with the existing structure located within the 50 ft. R2 zoning front yard setback (+/- 47 feet).

The existing house is served by a failed septic system with soil absorption trenches. The existing guest house is served by a separate drywell system also in need of replacement.

The property's two existing curb cuts are located off Long Pond Road.

According to FEMA Flood Panel 250024 0004 B dated July 19, 1982, no portion of the property is located within the 100-year floodplain.

No portion of the site is within any Natural Heritage & Endangered Species Program area of Estimated or Priority Habitat and no Potential or Certified Vernal Pools are found on the property.

The wetland resource areas on site are the Bank (310 CMR 10.54) of Long Pond and Bordering Vegetated Wetlands (BVW) (310 CMR 10.55). The wetland resource areas are located west of the proposed project on Great Barrington Assessor's Map 33 Lot 3 (see WETLAND RESOURCE AREAS section below for a detailed summary).

PROPOSED PROJECT SCOPE

The applicants intend to expand their existing house and complete upgrades to the subject parcel. The main existing house's gross floor area will be expanded by approximately 1908 SF onto the existing 3865 SF. This represents a 49% increase in gross floor area, above the 25% increase allowable on a pre-existing nonconforming structure by the Building Inspector under Section 10.5.

The proposed project will demolish the existing septic tanks and leach field. The new additions will include a master bedroom, kitchen expansion, mudroom and larger screen porch. A guest house is proposed, located southwest of the main house. A barn is proposed west of the existing guest house. An upgraded 7-bedroom septic system has been designed to replace the existing failed systems.

Other related site work will include retaining walls and grading.

ZONING REQUIREMENTS

The primary applicable zoning regulations include, but are not limited to:

- Section 5.3 Nonconforming Structures
- Section 10.4 Special Permit

MUNICIPAL IMPACTS

Access

The properties' existing two curb cuts are located off Long Pond Road.

The proposed project does not alter the access driveway entrances. No new curb cuts are proposed.

Parking

Section 6.1.2. of the Great Barrington Zoning Bylaw establishes the off-street parking requirements for

Dwelling unit use: 2 parking spaces. The required number of parking spaces is calculated as follows:

Required Parking (per zoning requirements):

- Main House: 1 dwelling unit= 2 parking spaces
- Guest House: 1 dwelling unit= 2 parking spaces

TOTAL REQUIRED PARKING: 4 spaces

Proposed Parking:

The proposed project will not increase the calculated demand for parking spaces on the existing site. The existing cottage will be converted into an office. The proposed project will add 2 parking spaces at the guest house. There will still be at least the required 4 parking spaces.

Utilities

Electric/Telephone/Cable

The property is served by existing overhead utilities along Long Pond Road.

Proposed project will tie into existing elec/tel/cable.

Water/Sewer

The facility is served by a private well. A 7-bedroom septic system has been designed to replace the existing failed system, to be approved by the Board of Health.

Stormwater Management

Stormwater management will be in accordance with the Great Barrington Zoning Bylaws as well as the Massachusetts Stormwater Standards. Generally, the stormwater system will consist of the following elements:

- Grass lined swales
- Rain gardens

The single family house will not exceed pre-development peak rates of runoff and will meet infiltration guidelines and water quality standards.

Site Lighting

Lighting infrastructure will be downward directional / shielded to prevent overflow at the property lines. Proposed lighting will conform to the new Town lighting standards. See attached lighting plans.

Solid Waste Disposal

The property is served by a roadside waste management contractor.

Traffic Impacts

The proposed project will not alter existing traffic. The expansion of the single-family home will not result in an influx of travel to the subject parcel.

Wetlands Protection Act

The wetland resource areas on site are buffer zone of Bank (310 CMR 10.54) and Bordering Vegetated Wetlands (BVW) (310 CMR 10.55). The resource areas are associated with Long Pond, located west of the existing buildings and proposed project. The bank of Long Pond is defined by the first observable break in slope. No portion of Long Pond is located on the property though its buffer zone extends onto the western boundary. The Great Barrington Water Quality Protection Overlay District (WQPOD) Zone A also extends 300 feet from the Bank of Long Pond.

A-Series - The eastern bank of Long Pond was formally delineated by Foresight Land Services on May 28, 2025, with pink ribbon labeled A1-A5 END as shown on the attached plan.

B-Series - The southern boundary of a BVW was formally delineated by Foresight Land Services on May 28, 2025, with pink ribbon labeled B1-B5 END as shown on the attached plan.

C-Series - The eastern and northern boundary of a BVW was formally delineated by Foresight Land Services on May 28, 2025, with pink ribbon labeled C1-C6 END as shown on the attached plan.

A 100' Buffer Zone extends horizontally from the boundary of the bank and BVW in accordance with the Massachusetts Wetlands Protection Act (310 CMR 10.02(b)).

The proposed project will not alter the wetland resources onsite. The proposed project takes place outside of the 100' Buffer Zones and outside of the WQPOD Zone A.

USGS LOCATION MAP



N.T.S.

FORESIGHT LAND SERVICES, INC.



Exhibit A-1
USGS Location Map
Egremont Quad, 1987 ed.
Source MASSGIS

263 Long Pond Road
Great Barrington, MA 01230

USDA WEB SOIL SURVEY MAP



Map Unit Symbol	Map Unit Name
505B	Nellis loam, 3 to 8 percent slopes

N.T.S.

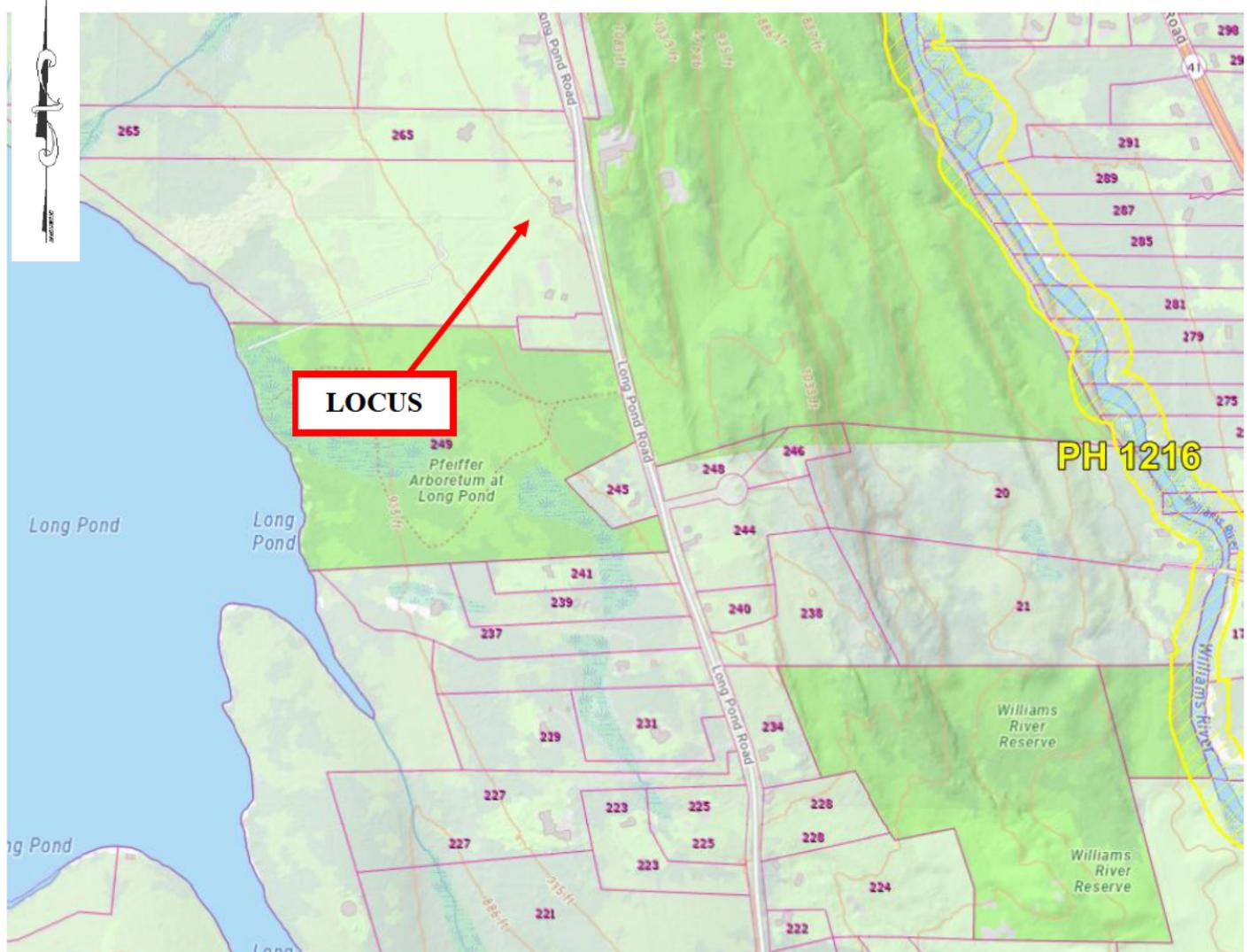
FORESIGHT LAND SERVICES, INC.
[REDACTED]

Exhibit A-2
USDA Web Soil Survey Map

263 Long Pond Road
Great Barrington, MA 01230

PRIORITY HABITATS AND ESTIMATED HABITATS Effective August 1, 2021
Priority Habitats for use with the MA Endangered Species Act Regulations (321 CMR 10)
Estimated Habitats for use with the MA Wetland Protection Act Regulations (310 CMR 10)
Produced by Natural Heritage & Endangered Species Program

MA Division of Fisheries and Wildlife



N.T.S.

FORESIGHT LAND SERVICES, INC.



Exhibit A-3
NHESP Priority Habitat Map
Egremont QUAD, 1987 ed.
Source MASSGIS

263 Long Pond Road
Great Barrington, MA 01230

NATIONAL FLOOD INSURANCE PROGRAM



N.T.S.

FORESIGHT LAND SERVICES, INC.



Exhibit A-4
FEMA Flood Insurance Rate Map
Source MASSGIS

263 Long Pond Road
Great Barrington, MA 01230

ASSESSOR'S MAP



N.T.S.

FORESIGHT LAND SERVICES, INC.



Exhibit A-5
Great Barrington Assessor's Map
Map 33 Lot 3
Source: AxisGIS

263 Long Pond Road
Great Barrington, MA 01230



CAI Property Card

Town of Great Barrington, MA

GENERAL PROPERTY INFORMATION	BUILDING EXTERIOR
LOCATION: 263 LONG POND RD ACRES: 32.394 PARCEL ID: 033.0-0000-0003.0 LAND USE CODE: 109 CONDO COMPLEX: OWNER: SHERMAN WILLIAM M & MARLA S CO - OWNER: MAILING ADDRESS: [REDACTED] ZONING: R2 PATRIOT ACCOUNT #: 3277	BUILDING STYLE: CAPE UNITS: 2 YEAR BUILT: 1780 FRAME: WOOD EXTERIOR WALL COVER: CLAPBOARD ROOF STYLE: GABLE ROOF COVER: ASPHALT
SALE INFORMATION	BUILDING INTERIOR
SALE DATE: 8/29/2024 BOOK & PAGE: 2912-133 SALE PRICE: \$2,132,000 SALE DESCRIPTION: SELLER: SEGALL SUSAN G,	INTERIOR WALL: AVERAGE FLOOR COVER: AVERAGE HEAT TYPE: FORCED H/W FUEL TYPE: GAS PERCENT A/C: 0 # OF ROOMS: 7 # OF BEDROOMS: 4 # OF FULL BATHS: 2 # OF HALF BATHS: 2 # OF ADDITIONAL FIXTURES: 0 # OF KITCHENS: 1 # OF FIREPLACES: 4 # OF METAL FIREPLACES: 2 # OF BASEMENT GARAGES: 0
PRINCIPAL BUILDING AREAS	
GROSS BUILDING AREA: 7,980 FINISHED BUILDING AREA: 3,712 BASEMENT AREA: 1,104 # OF PRINCIPAL BUILDINGS: 2	
ASSESSED VALUES	
LAND: 344,500 YARD: 56,500 BUILDING: 1,049,300 TOTAL: \$1,450,300	
SKETCH	PHOTO
	<p>263 LONG POND RD</p>



www.cai-tech.com

This information is believed to be correct but is subject to change and is not warranted.



2024 00280815

Bk: 2912 Pg: 133 Doc: DEED

Page: 1 of 4 08/29/2024 02:15 PM

MASSACHUSETTS EXCISE TAX
Southern Berkshire ROD 001
Date: 08/29/2024 02:15 PM
Ctrl# 013905 01433 Doc# 00280815
Fee: \$9,721.92 Cons: \$2,132,000.00

QUITCLAIM DEED

I, **SUSAN G. SEGALL**, a single person, of Sheffield, Massachusetts, for consideration paid in the amount of **TWO MILLION ONE HUNDRED THIRTY TWO THOUSAND DOLLARS AND 00/100 (\$2,132,000.00)**, grant to **WILLIAM M. SHERMAN and MARLA S. SHERMAN**, husband and wife, whose residential and mailing address is [REDACTED] to hold as **TENANTS BY THE ENTIRETY**, with **QUITCLAIM COVENANTS**, the land and building(s) located in the Town of Great Barrington, Berkshire County, Commonwealth of Massachusetts, bounded and described as follows:

LOCUS: 263 Long Pond Road, Great Barrington, MA

DOWNING LANE, PC
ATTORNEYS AT LAW
623 MAIN STREET
SUITE 1
GREAT BARRINGTON, MA
01230

PARCEL I:

A certain lot of land, lying on the westerly side of Long Pond Road, in the said Town of Great Barrington, bounded and described as follows:

Beginning at an iron pipe in the westerly line of Long Pond Road at the southeast corner of land now or formerly of one Barbieri to an iron pipe;

Thence North 76 degrees 15 minutes West a distance of 2,685.80 feet along land of said Barbieri to an iron pipe;

Thence South 40 degrees 15 minutes East a distance of 1,353.50 feet along land now or formerly of the Housatonic Water Company to an iron pipe, about 130 feet from the shore of Long Pond;

Thence South 76 degrees 15 minutes East a distance of 1,750.00 feet, more or less, to an iron pipe in the westerly line of the Long Pond Road, and along other land now or formerly of William B. Scarborough;

Thence along the westerly line of Long Pond Road, 800 feet, more or less, to the place of beginning; containing 40.33 acres of land, more or less.

EXCEPTING from the above-described premises 14.441 acres of land as were conveyed by deed from Thomas N. Blodgett and Margaret Noyes Blodgett to Robert W. Norris and Linda Norris dated June 14, 1985 and recorded in the Berkshire Southern District Registry of Deeds in Book 568, Page 147, as shown on a plan of land recorded in the said Registry of Deeds in Plat File B-140.

PARCEL II:

The land in Great Barrington, Berkshire County, Massachusetts, situated on the westerly side of Long Pond Road, and bounded and described as follows:

Beginning at an iron pipe in the westerly line of Long Pond Road at the southeast corner of land now or formerly of Margaret Noyes Blodgett and the northeast corner of the parcel herein described;

Thence along land of said Blodgett, North 76 degrees 15 minutes West a distance of 1,750.00 feet, more or less, to an iron pipe in line of land now or formerly of the Housatonic Water Co.;

Thence along land of said Housatonic Water Co., South 40 degrees 15 minutes East a distance of 320 feet, more or less, to an iron pipe in line of land now or formerly of one Hubbard;

Thence the following five courses and distances along land now or formerly of said Hubbard;

South 78 degrees 43 minutes East a distance of 6.7 feet to a pipe;

South 79 degrees 50 minutes East a distance of 324.40 feet to a pipe;

South 75 degrees 10 minutes East a distance of 767.40 feet to a pipe;

South 0 degrees 24 minutes West a distance of 104.70 feet to a pipe;

South 75 degrees 44 minutes East a distance of 423.20 feet to a pipe in the westerly line of Long Pond Road;

Thence northerly along the westerly line of Long Pond Road 350.00 feet to a pipe at the place of beginning.

EXCEPTING from the above-described premises 1.466 acres of land as were conveyed by deed from Lynn A. Hutchinson to Brendan M. Toole and Mary C. Toole dated June 11, 2014 and recorded on June 12, 2014 in the Berkshire Southern District Registry of Deeds in Book 2255, Page 65&c, as shown on a plan of land recorded in the said Registry of Deeds in Map File Q-78.

ALSO EXCEPTING from the above-described premises 1.503 acres of land as were conveyed by deed from Susan G. Segall to Jan B. Wojcik and Ruby Chang dated and recorded on July 24, 2019 in the Berkshire Southern District Registry of Deeds in Book 2541, Page 23&c.

Being the remaining premises conveyed to Susan G. Segall, by deed of Lynn A. Hutchinson dated September 8, 2015 and recorded on September 9, 2015 in the Berkshire Southern District Registry of Deeds in Book 2322, Page 36&c.

As per M.G.L. Chapter 188 §13, the Grantor, under oath and subject to the pains and penalties of perjury, does hereby depose, state and certify that: (i) he releases all rights of Homestead in the subject realty, (ii) no former spouse, or any other person resides in the home, and (iii) at the time of delivery of this deed, no former spouse, or any other person is entitled to claim the benefit of an existing estate of homestead.

WITNESS my hand and seal this 27 day of August 2024.

Susan G. Segall
SUSAN G. SEGALL

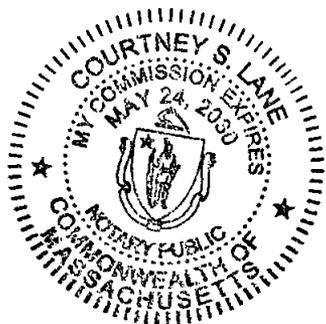
COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss:

On this 27 day of August 2024, before me, the undersigned notary public, personally appeared **SUSAN G. SEGALL**, 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 person whose name is signed on the preceding or attached document and acknowledge to me that She signed it voluntarily for its stated purposes.



Courtney S. Lane
Courtney S. Lane, Notary Public
My Commission Expires: 5/24/2030

DOWNING LANE, PC
ATTORNEYS AT LAW
623 MAIN STREET
SUITE 1
GREAT BARRINGTON, MA
01230

ATTEST: Berkshire South Michelle Laramée-Jenny Register



300 feet Abutters List Report

Great Barrington, MA
December 24, 2025

Subject Property:

Parcel Number: 33-3-0
PIN: 033.0-0000-0003.0
Property Address: 263 LONG POND RD

Mailing Address: SHERMAN WILLIAM M & MARLA S

Abutters:

Parcel Number: 33-2-0
PIN: 033.0-0000-0002.0
Property Address: LONG POND RD

Mailing Address: HOUSATONIC WATER WORKS CO
GT BARRINGTON, MA 01230-1904

Parcel Number: 33-3-0
PIN: 033.0-0000-0003.0
Property Address: 263 LONG POND RD

Mailing Address: SHERMAN WILLIAM M & MARLA S

Parcel Number: 33-3-A
PIN: 033.0-0000-0003.A
Property Address: 265 LONG POND RD

Mailing Address: ASTOR ADINA R BOLAN KEVIN M
-3007

Parcel Number: 33-4-A
PIN: 033.0-0000-0004.A
Property Address: 253 LONG POND RD

Mailing Address: WOJCIK JAN B CHANG RUBY
GT BARRINGTON, MA 01230-1169

Parcel Number: 33-5-A
PIN: 033.0-0000-0005.A
Property Address: 249 LONG POND RD

Mailing Address: GREAT BARRINGTON LAND CONSERVA
GT BARRINGTON, MA 01230-0987

Parcel Number: 33-6-0
PIN: 033.0-0000-0006.0
Property Address: 250 LONG POND RD

Mailing Address: LONG POND MOUNTAIN HOUSE LLC
KENNETH ALPART
TENAFLY, NJ 07670

Parcel Number: 34-18-A
PIN: 034.0-0000-0018.A
Property Address: 267 LONG POND RD

Mailing Address: GREENBERG MELANIE SUZANNE
GT BARRINGTON, MA 01230-1169

Parcel Number: 34-18-G
PIN: 034.0-0000-0018.G
Property Address: LONG POND RD

Mailing Address: GREENBERG MELANIE SUZANNE
GT BARRINGTON, MA 01230-1169

Parcel Number: 34-19-A
PIN: 034.0-0000-0019.A
Property Address: LONG POND RD

Mailing Address: GREENBERG MELANIE SUZANNE
GT BARRINGTON, MA 01230-1169



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

12/24/2025

Page 1 of 1

GENERAL NOTES

- Topographic Survey was performed by Foresight Land Services on April 24th, 28th & October 16, 2025 using Electronic Total Station, Carlson BRx7 GNSS Receiver with a Carlson RT4 Data Collector.
- Plan was compiled on a PC-based computer using AutoCAD Civil 3D 2018.
- Contours are computer-generated interpolations, edited to generally conform to field observations. Contour interval = 1 (one) foot. Contractor shall verify critical elevations and grades in the field prior to construction.
- Horizontal Datum is based on Magnetic North.
- Vertical Datum is assumed. Two temporary benchmarks were established on site, TBM #1, PK masonry nail set in root of 36" maple, ELEV: 178.12'. TBM #2, PK masonry nail set in root of 12" maple, ELEV: 198.23', TBM #3, 5/8" Rebar set in ground, ELEV: 148.66'.
- The locations and information about underground pipes, utilities or other structures are compiled from available record data and visible field evidence and are not represented as being exact or complete. Prior to beginning excavation, the excavator shall give adequate advance notice to the Dig Safe Center, the municipal and/or state Public Works Department, and private utility companies, to allow for field location of facilities in the vicinity.
- If Contractor observes any field conditions which vary significantly from what is shown on these plans, the contractor shall immediately notify the Owner and Engineer for resolution of the conflicting information.
- The Contractor shall record tie measurements, depths, dimensions, materials, field conditions and other pertinent data about all underground pipes, utilities and structures encountered during the work, both existing and constructed. Contractor shall submit Record drawings with this information to the Owner and Engineer prior to completion of the work.
- Contractor shall immediately report any damage to existing pipes, utilities, or structures to the Owner and Engineer, and obtain directions as to repair, replacement or abandonment.

ZONING BYLAW

Data provided by Town of Great Barrington, MA
 With Changes Through May 5, 2025
 District: R-2 Residential

Dimensional Requirements:

Min. Lot Dimensions	Existing	Proposed
Area	= 1 Acre	32.39 Acres
Min. Lot Width	= 150 FT	±800 Feet
Min. Setbacks:		
Front	= 50 FT	47 Feet
Side	= 20 FT	58 Feet*
Rear	= 30 FT	59 Feet**
		±1365 Feet***
Max. Coverage by Buildings	= 20%	0.25%
Max. Building Stories	= 2½	1.5
Max. Building Height	= 35 FT	<35

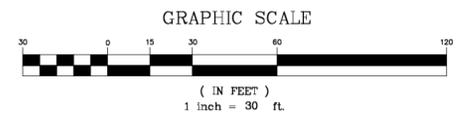
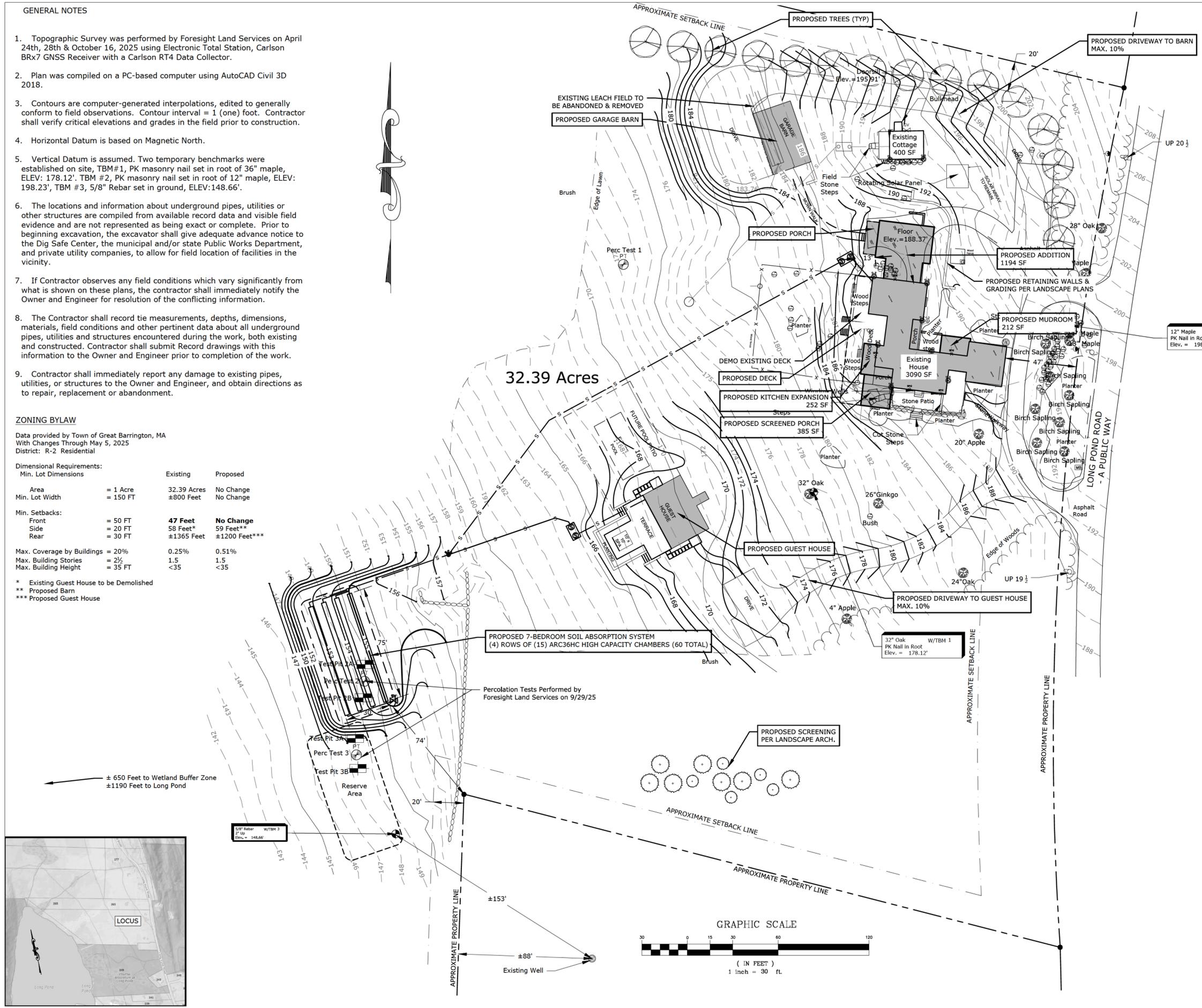
* Existing Guest House to be Demolished
 ** Proposed Barn
 *** Proposed Guest House

AREA CALCULATIONS

	Existing Area (Sq. Ft.)	Proposed Area (Sq. Ft.)	Existing Coverage	Proposed Coverage
Lot Area	32.39 Acres	32.39 Acres	100.0%	100.0%
First Floor	3090	4748	0.22%	0.34%
Second Floor	640	640	N/A	N/A
Porch (Enclosed)	135	385	0.01%	0.03%
Gross Floor Area	3865	5773 (+49%)	0.23%	0.36%
Guest House	416	1120	0.03%	0.08%
Barn	0	1112	0.00%	0.08%
Total Coverage	3641	7365	0.26%	0.52%
Coverage Allowed			20%	20%

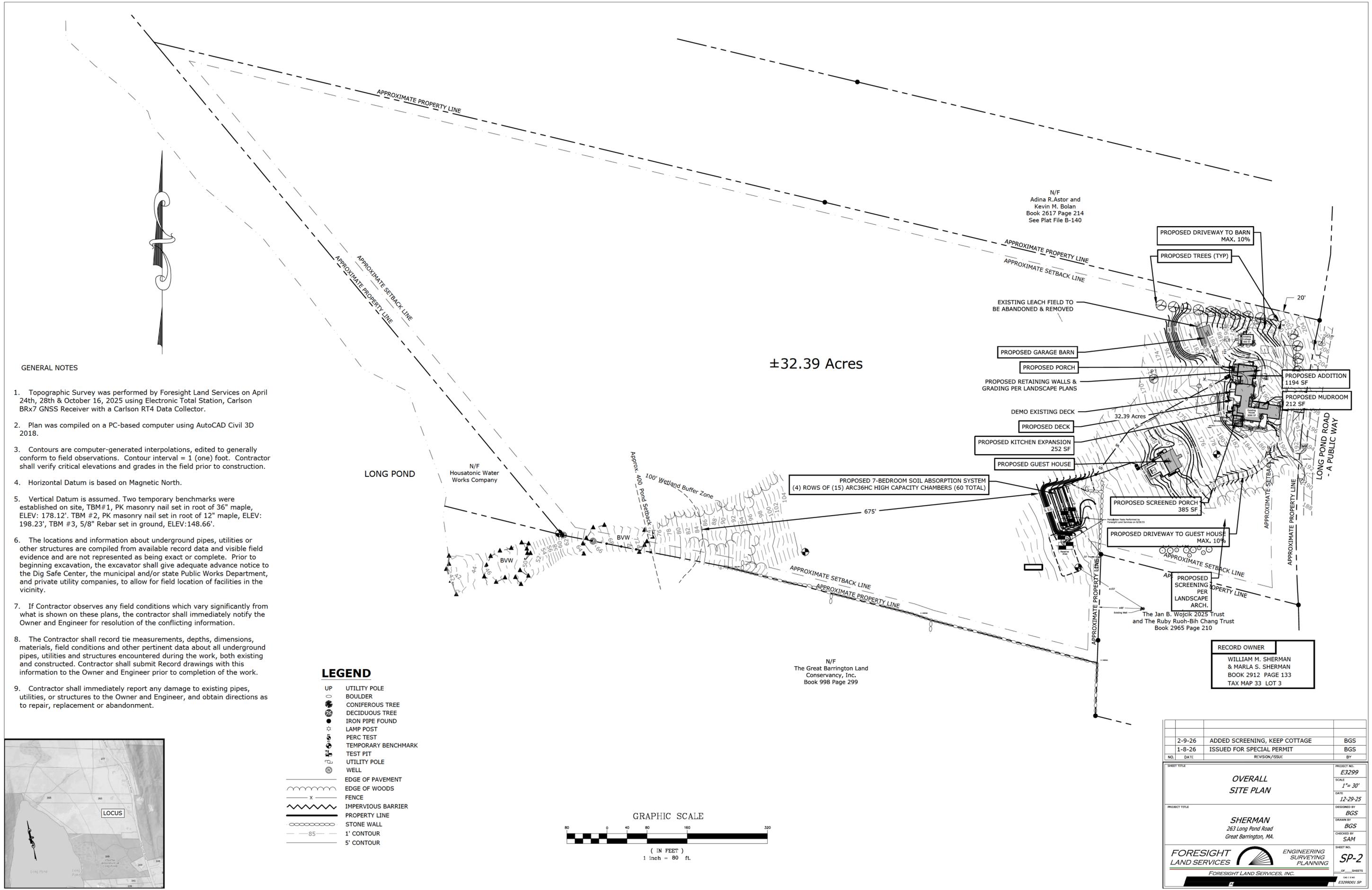
LEGEND

- UP UTILITY POLE
- BOULDER
- CONIFEROUS TREE
- DECIDUOUS TREE
- IRON PIPE FOUND
- LAMP POST
- PERC TEST
- TEMPORARY BENCHMARK
- TEST PIT
- UTILITY POLE
- WELL
- EDGE OF PAVEMENT
- EDGE OF WOODS
- FENCE
- IMPERVIOUS BARRIER
- PROPERTY LINE
- STONE WALL
- 1' CONTOUR
- 5' CONTOUR



RECORD OWNER
 WILLIAM M. SHERMAN
 & MARLA S. SHERMAN
 BOOK 2912 PAGE 133
 TAX MAP 33 LOT 3

2-9-26	ADDED SCREENING, KEEP COTTAGE	BGS
1-8-26	ISSUED FOR SPECIAL PERMIT	BGS
NO.	DATE	REVISION/ISSUE
SHEET TITLE PROPOSED SITE PLAN		
PROJECT TITLE SHERMAN 263 Long Pond Road Great Barrington, MA.		
DESIGNED BY BGS		
DRAWN BY BGS		
CHECKED BY SAM		
SHEET NO. SP-1		
OF SHEETS		
FORESIGHT LAND SERVICES ENGINEERING SURVEYING PLANNING FORESIGHT LAND SERVICES, INC.		

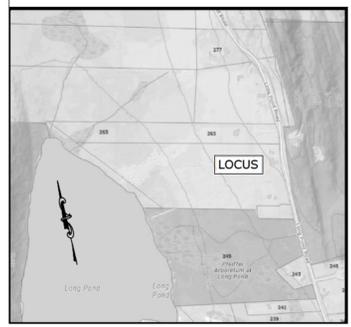
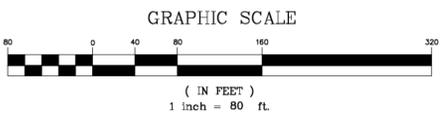


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5. Vertical Datum is assumed. Two temporary benchmarks were established on site, TBM#1, PK masonry nail set in root of 36" maple, ELEV: 178.12'. TBM #2, PK masonry nail set in root of 12" maple, ELEV: 198.23', TBM #3, 5/8" Rebar set in ground, ELEV:148.66'.
6. The locations and information about underground pipes, utilities or other structures are compiled from available record data and visible field evidence and are not represented as being exact or complete. Prior to beginning excavation, the excavator shall give adequate advance notice to the Dig Safe Center, the municipal and/or state Public Works Department, and private utility companies, to allow for field location of facilities in the vicinity.
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LEGEND

- UP UTILITY POLE
- BOULDER
- CONIFEROUS TREE
- DECIDUOUS TREE
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- PROPERTY LINE
- STONE WALL
- 1' CONTOUR
- 5' CONTOUR



2-9-26	ADDED SCREENING, KEEP COTTAGE	BGS
1-8-26	ISSUED FOR SPECIAL PERMIT	BGS
NO.	DATE	REVISION/ISSUE
PROJECT TITLE		PROJECT NO.
OVERALL SITE PLAN		E3299
PROJECT TITLE		SCALE
SHERMAN 263 Long Pond Road Great Barrington, MA.		1" = 30'
DESIGNED BY		DATE
BGS		12-29-25
DRAWN BY		DESIGNED BY
BGS		BGS
CHECKED BY		CHECKED BY
SAM		SAM
SHEET NO.		SHEET NO.
SP-2		SP-2
OF SHEETS		OF SHEETS
2		2
FORESIGHT LAND SERVICES ENGINEERING SURVEYING PLANNING <small>FORESIGHT LAND SERVICES, INC.</small>		

- PLAN GENERAL NOTES:**
- FRAMING / FOUNDATION:
 - FOUNDATION WALLS TO BE 10'-0" HEIGHT.
 - STEP FOOTINGS @ GARAGE AND REAR PORCH / TERRACE.
 - PARGE NEW FOUNDATION AT MUDROOM AND 2' STONE VENEER AT NEW MASTER SUITE ADDITION
 - 4" REINFORCED CONCRETE SLABS VAPOR BARRIER & 6"
 - GRAVEL
 - RUBBER - R - WALL WATERPROOFING OR EQUAL.
 - EXTERIOR: 2X6 STUD WALLS
 - INTERIOR: 2X4 STUD WALL UNLESS OTHERWISE NOTED.
 - 1/2" ZIP SHEATHING.
 - 1/2" CDX PLYWOOD @ ROOF.
 - ASSUMED 4" FOOTING DRAINAGE.
 - ROOF DRAINAGE.
 - RADON PIPE.
 - 12" SONOTUBE WITH BIG FOOT FOR WEST DECK

- INSULATION:**
- R-15 CLOSED CELL INSULATION INSIDE BASEMENT.
 - R-10 RIGID INSULATION UNDER BASEMENT SLAB.
 - R-30 INSULATION @ SUB-FLOOR.
 - R-21 EXTERIOR WALLS.
 - R-49 ROOF.
 - SOUND PROOF INSULATION @ BATHROOMS & BEDROOMS.

- FLOORING:**
- BLUESTONE @ PORCH / TERRACE.
 - STONE / TILE @ BATHROOMS MUDROOM PANTRY.
 - 6" MIN. WHITE OAK FLOOR.
 - 6" MAHOGANY DECKING. IPE AS ALTERNATE PRICE.

- WALLS:**
- 1/2" GWB W/ LEVEL 4 FINISH.
 - 1/2" CEMENT BOARD IN WET AREAS.
 - TILE IN SHOWER AREA KITCHEN & LAUNDRY BACKSPLASH.
 - BASEBOARD: ASSUMED 7" HEIGHT.
 - CASING: ASSUMED 3 1/2" WIDE.
 - CROWN: ASSUMED 6" HEIGHT.
 - WALLPAPER BY OWNER.

- CEILING:**
- 5/8" GWB WITH LEVEL 4 FINISH.
- ROOF:**
- STANDING SEAM METAL ROOF.
 - COPPER DRIP EDGE.
 - COPPER FLASHING @ WINDOW & DOOR CAPS.
 - COPPER PAN @ DOORS.
 - COPPER STEP FLASHING @ FIREPLACES.
 - COPPER 6" HALF ROUND GUTTERS & 4" DOWNSPOUT.
- EXTERIOR:**
- EXTERIOR TRIM SOFFIT EAVE SKIRT BOARD CASING: VERSATEX.
 - SIDING: SEE ELEVATIONS
 - CORNER BOARD: MATCH EXISTING BY VERSATEX
 - FLEXIBLE MEMBRANE FLASHING @ WINDOW & DOOR OPENINGS.

- FIREPLACES:**
- INTERIOR FIREPLACE: ASSUMED TO PLASTER (TWO STORY HEIGHT)
 - EXTERIOR FIREPLACE: 2" STONE VENEER.
 - CHIMNEYS: 2" STONE VENEER 4" THICK BLUESTONE CAP.

- FINISHES:**
- GREAT ROOM AND MASTER BEDROOM: VAULTED CEILING. ASSUMED 8X8 WOOD BEAMS IN THE CEILING.
 - EXTERIOR & INTERIOR PAINT BY BENJAMIN MOORE.

- CABINETSRY / CASEWORK:**
- ALL 3/4" PLYWOOD BOXES.
 - 1" FACE FRAME INSET STYLE. SHAKER STYLE DOORS.
 - SOFT CLOSE DRAWERS
 - BUTT HINGES.
 - 1 1/4" THICK STONE COUNTERTOPS.
 - ALL PAINTED CABINETS.
 - CLOSETS: BUILT-INS.
 - PANTRY: PAINTED SHELVES
 - BATHROOMS: VANITIES.

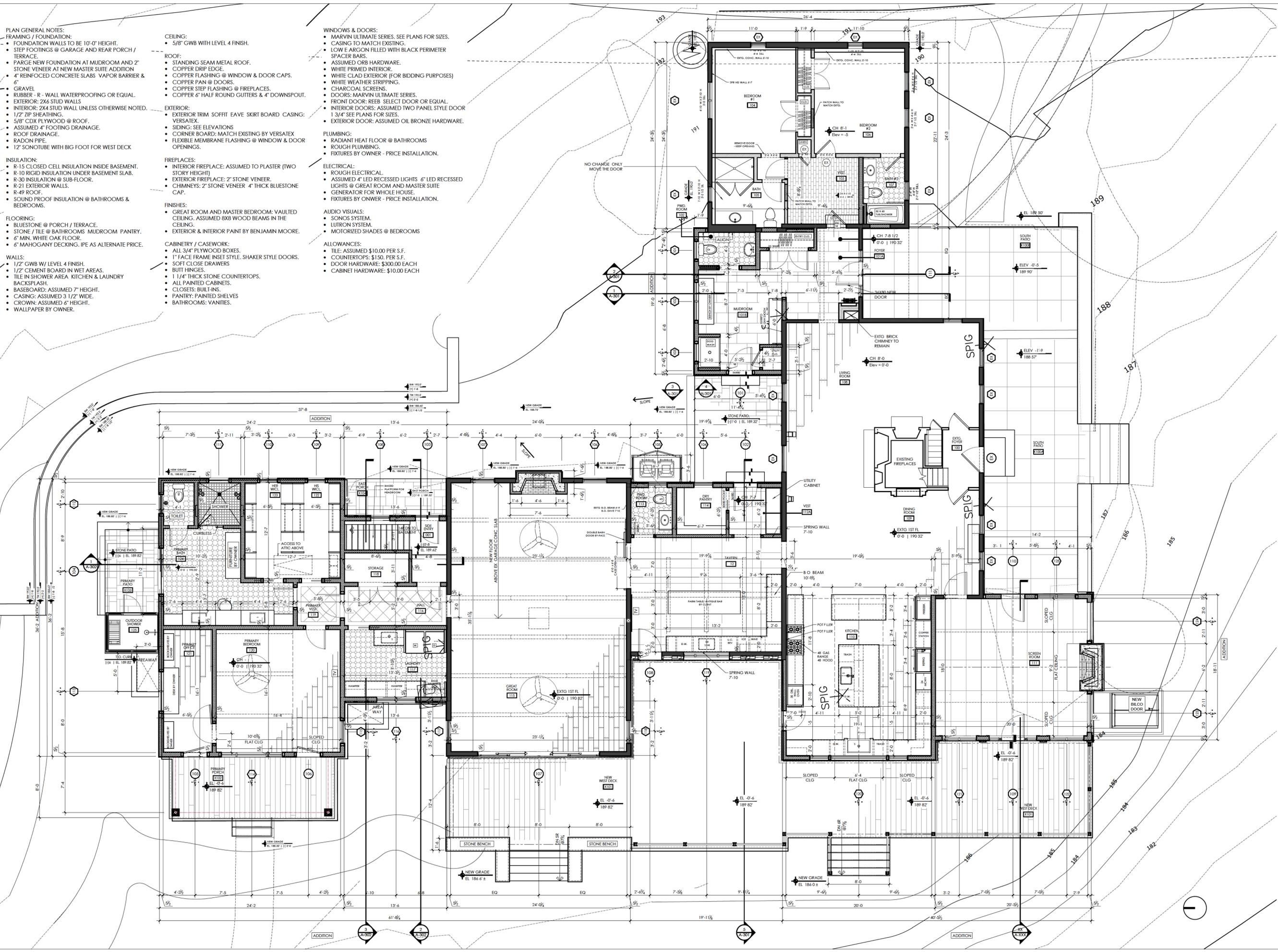
- WINDOWS & DOORS:**
- MARVIN ULTIMATE SERIES. SEE PLANS FOR SIZES.
 - CASING TO MATCH EXISTING.
 - LOW E ARGON FILLED WITH BLACK PERIMETER SPACER BARS.
 - ASSUMED CRB HARDWARE.
 - WHITE PRIMED INTERIOR.
 - WHITE CLAD EXTERIOR (FOR BIDDING PURPOSES)
 - WHITE WEATHER STRIPPING.
 - CHARCOAL SCREENS.
 - DOORS: MARVIN ULTIMATE SERIES.
 - FRONT DOOR: REEB SELECT DOOR OR EQUAL.
 - INTERIOR DOORS: ASSUMED TWO PANEL STYLE DOOR 1 3/4" SEE PLANS FOR SIZES.
 - EXTERIOR DOOR: ASSUMED OIL BRONZE HARDWARE.

- PLUMBING:**
- RADIANT HEAT FLOOR @ BATHROOMS
 - ROUGH PLUMBING.
 - FIXTURES BY OWNER - PRICE INSTALLATION.

- ELECTRICAL:**
- ROUGH ELECTRICAL.
 - ASSUMED 4" LED RECESSED LIGHTS 6" LED RECESSED LIGHTS @ GREAT ROOM AND MASTER SUITE
 - GENERATOR FOR WHOLE HOUSE.
 - FIXTURES BY OWNER - PRICE INSTALLATION.

- AUDIO VISUALS:**
- SONOS SYSTEM.
 - LUTRON SYSTEM.
 - MOTORIZED SHADES @ BEDROOMS

- ALLOWANCES:**
- TILE: ASSUMED \$10.00 PER S.F.
 - COUNTERTOPS: \$150. PER S.F.
 - DOOR HARDWARE: \$300.00 EACH
 - CABINET HARDWARE: \$10.00 EACH



OWNERSHIP AND USE OF DOCUMENTS:
 CRISP ARCHITECTS MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE USE OF THE DATA PROVIDED HEREIN. CRISP ARCHITECTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE DATA PROVIDED HEREIN. CRISP ARCHITECTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE DATA PROVIDED HEREIN. CRISP ARCHITECTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE DATA PROVIDED HEREIN.

THE CONTRACTOR'S NEGLIGENCE OR OMISSION, OR THAT OF A SUBCONTRACTOR, OR THAT OF ANYONE EMPLOYED BY THEM OR FOR WHOM THEY ACT AS AN AGENT, OR THAT OF ANYONE EMPLOYED BY THE CONTRACTOR OR SUBCONTRACTOR MAY BE LIABLE TO THE CONTRACTOR OR SUBCONTRACTOR FOR ANY DAMAGES, LOSSES, OR INJURIES THAT MAY BE SUFFERED BY THE ARCHITECTS OR PROJECT MANAGER AGENTS OR EMPLOYEES, ARISING OUT OF THE PREPARATION OR APPROVAL OF REPORTS, OF MEASUREMENTS, SURVEYS, MAPS, DRAWINGS, DESIGN, OR SPECIFICATIONS.

INDemnITY AND HOLD HARMLESS AGREEMENT:
 THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ARCHITECT AND PROJECT MANAGER, AND THE ARCHITECT'S EMPLOYERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, OR INJURIES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF PERFORMANCE OF THE WORK, WHICH ARE (1) FOR BODILY INJURY, ILLNESS, OR DEATH, OR FOR PROPERTY DAMAGE, INCLUDING LOSS OF USE, AND (2) CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR'S NEGLIGENCE OR OMISSION, OR THAT OF A SUBCONTRACTOR, OR THAT OF ANYONE EMPLOYED BY THEM OR FOR WHOM THEY ACT AS AN AGENT, OR THAT OF ANYONE EMPLOYED BY THE CONTRACTOR OR SUBCONTRACTOR.

SHERMAN MAIN HOUSE
 263 LONG POND ROAD
 GREAT BARRINGTON, MA 01230

CRISP ARCHITECTS
 JAMES M. CRISP, AIA
 177-8396
 S.COM

REVISIONS

#	DATE	REASON
1	08/08/24	BUILDING DEPARTMENT SET
2	11/18/2024	INTERIOR REVISIONS

PLOT DATE: 1/7/2026

DRAWN BY: R.H.

CHECKED BY: J.M.

FIRST FLOOR PLAN

A101

- PLAN GENERAL NOTES:**
- FRAMING / FOUNDATION:
 - FOUNDATION WALLS TO BE 10'-0" HEIGHT.
 - STEP FOOTINGS @ GARAGE AND REAR PORCH / TERRACE.
 - PARGE NEW FOUNDATION AT MUDROOM AND 2' STONE VENEER AT NEW MASTER SUITE ADDITION.
 - 4" REINFORCED CONCRETE SLABS VAPOR BARRIER & 6"
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 - RUBBER - R - WALL WATERPROOFING OR EQUAL.
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 - SOFT CLOSE DRAWERS
 - BUTT HINGES.
 - 1 1/4" THICK STONE COUNTERTOPS.
 - ALL PAINTED CABINETS.
 - CLOSETS: BUILT-INS.
 - PANTRY: PAINTED SHELVES
 - BATHROOMS: VANITIES.

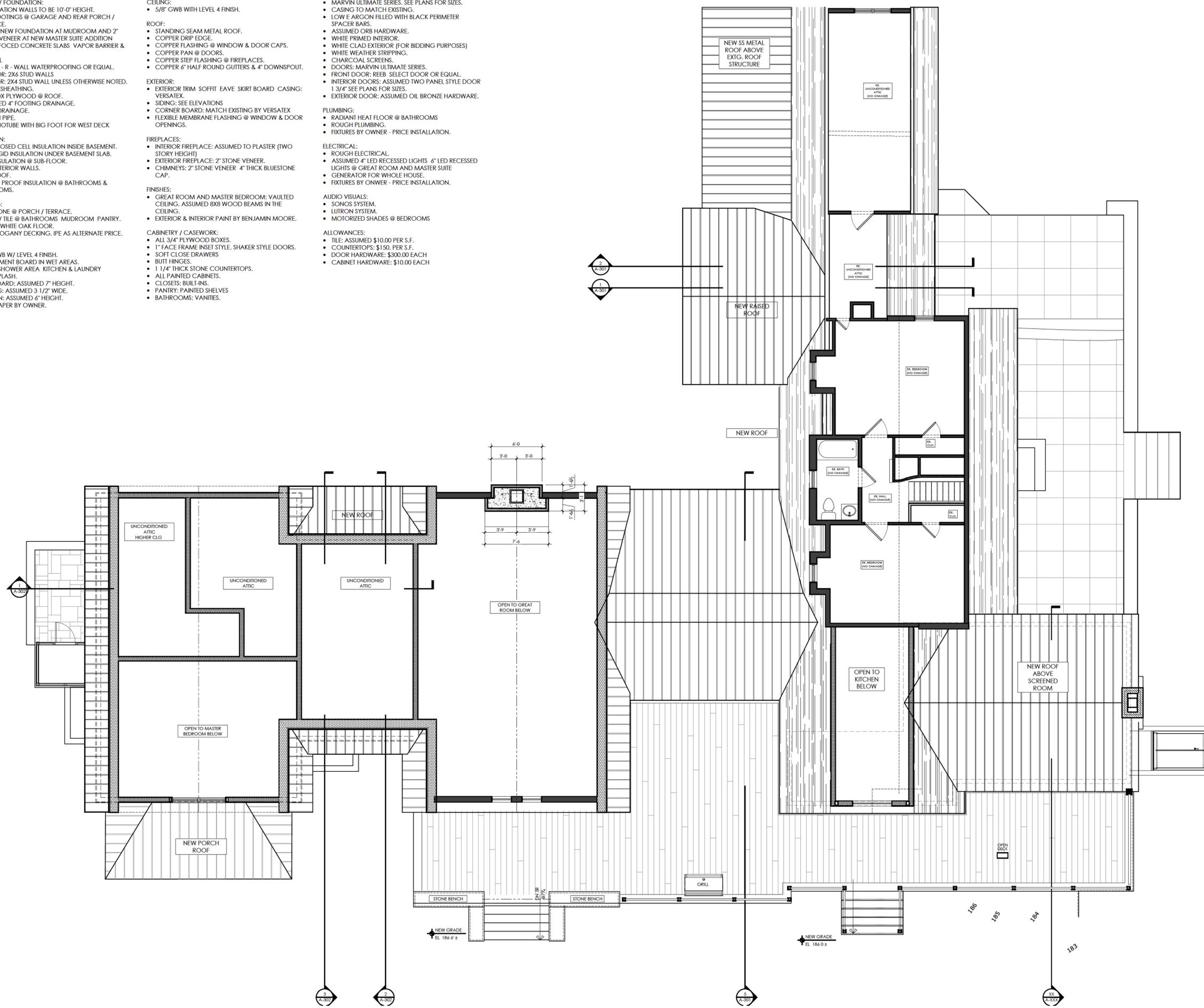
- WINDOWS & DOORS:**
- MARVIN ULTIMATE SERIES. SEE PLANS FOR SIZES.
 - CASING TO MATCH EXISTING.
 - LOW E ARGON FILLED WITH BLACK PERIMETER SPACER BARS.
 - ASSUMED CRB HARDWARE.
 - WHITE PRIMED INTERIOR.
 - WHITE CLAD EXTERIOR (FOR BIDDING PURPOSES)
 - WHITE WEATHER STRIPPING.
 - CHARCOAL SCREENS.
 - DOORS: MARVIN ULTIMATE SERIES.
 - FRONT DOOR: REEB SELECT DOOR OR EQUAL.
 - INTERIOR DOORS: ASSUMED TWO PANEL STYLE DOOR 1 3/4" SEE PLANS FOR SIZES.
 - EXTERIOR DOOR: ASSUMED OIL BRONZE HARDWARE.

- PLUMBING:**
- RADIANT HEAT FLOOR @ BATHROOMS
 - ROUGH PLUMBING.
 - FIXTURES BY OWNER - PRICE INSTALLATION.

- ELECTRICAL:**
- ROUGH ELECTRICAL.
 - ASSUMED 4" LED RECESSED LIGHTS 6" LED RECESSED LIGHTS @ GREAT ROOM AND MASTER SUITE
 - GENERATOR FOR WHOLE HOUSE.
 - FIXTURES BY OWNER - PRICE INSTALLATION.

- AUDIO VISUALS:**
- SONOS SYSTEM.
 - LUTRON SYSTEM.
 - MOTORIZED SHADES @ BEDROOMS

- ALLOWANCES:**
- TILE: ASSUMED \$10.00 PER S.F.
 - COUNTERTOPS: \$150. PER S.F.
 - DOOR HARDWARE: \$300.00 EACH
 - CABINET HARDWARE: \$10.00 EACH



SEAL

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SHERMAN MAIN HOUSE
263 LONG POND ROAD
GREAT BARRINGTON, MA 01230

CRISP ARCHITECTS
JAMES M. CRISP, AIA
117.125.45
@crisparchitects.com

REVISIONS:

#	DATE	REASON
1	08/08/24	BUILDING DEPARTMENT SET
2	11/18/2024	INTERIOR REVISIONS

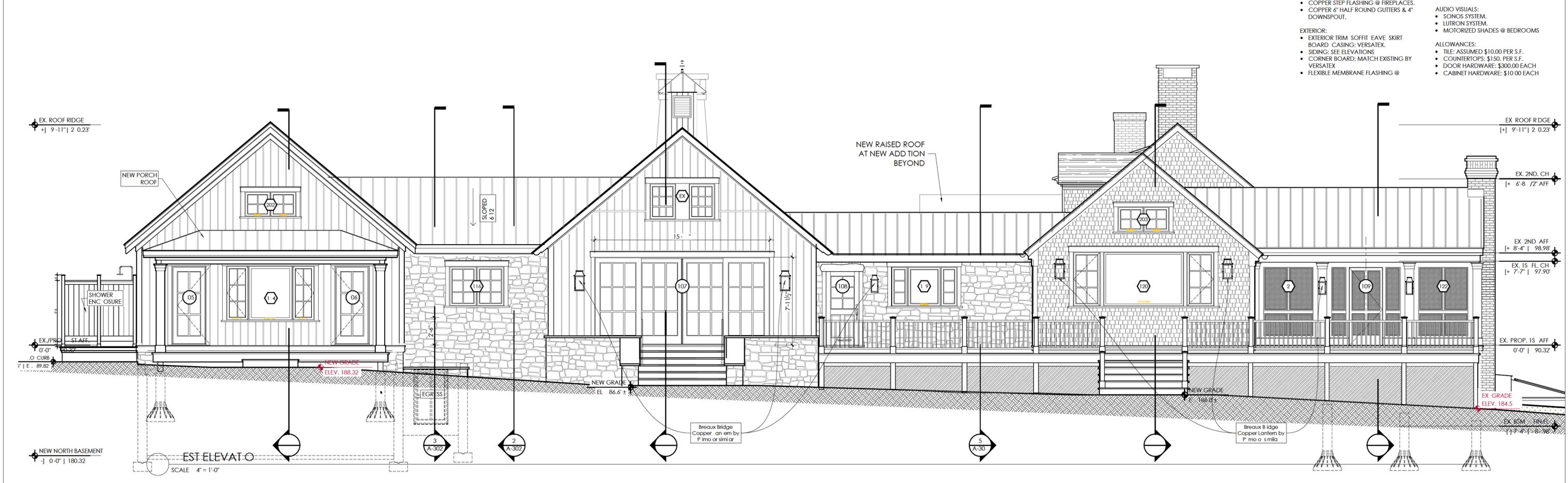
PLLOT DATE: 1/7/2026
DRAWN BY: R.H.
CHECKED BY: J.M.

SECOND FLOOR PLAN

A102



- PLAN GENERAL NOTES:**
- FRAMING / FOUNDATION:**
- FOUNDATION WALLS TO BE 10'-0" HEIGHT.
 - STEP FOOTINGS @ GARAGE AND REAR PORCH / TERRACE.
 - PARGE NEW FOUNDATION AT MUDROOM AND 2" STONE VENEER AT NEW MASTER SUITE ADDITION
 - 4" REINFORCED CONCRETE SLABS VAPOR BARRIER & 6"
 - GRAVEL
 - RUBBER - R - WALL WATERPROOFING OR EQUAL.
 - EXTERIOR: 2X6 STUD WALLS
 - INTERIOR: 2X4 STUD WALL UNLESS OTHERWISE NOTED.
 - 1/2" ZIP SHEATHING.
 - 5/8" CDX PLYWOOD @ ROOF.
 - ASSUMED 4" FOOTING DRAINAGE.
 - ROOF DRAINAGE.
 - RADON PIPE.
 - 1/2" SONOTUBE WITH BIG FOOT FOR WEST DECK
- INSULATION:**
- R-15 CLOSED CELL INSULATION INSIDE BASEMENT.
 - R-10 RIGID INSULATION UNDER BASEMENT SLAB.
 - R-30 INSULATION @ SUB-FLOOR.
 - R-49 ROOF.
 - SOUND PROOF INSULATION @ BATHROOMS & BEDROOMS.
- FLOORING:**
- BLUESTONE @ PORCH / TERRACE.
 - STONE / TILE @ BATHROOMS MUDROOM PANTRY.
 - 6" MIN. WHITE OAK FLOOR.
 - 6" MAHOAGANY DECKING. IPE AS ALTERNATE PRICE.
- WALLS:**
- 1/2" GWB W/ LEVEL 4 FINISH.
 - 1/2" CEMENT BOARD IN WET AREAS.
 - TILE IN SHOWER AREA KITCHEN & LAUNDRY BACKSPLASH.
 - BASEBOARD: ASSUMED 7" HEIGHT.
 - CASING: ASSUMED 3 1/2" WIDE.
 - CROWN: ASSUMED 6" HEIGHT.
 - WALLPAPER BY OWNER.
- CEILING:**
- 5/8" GWB WITH LEVEL 4 FINISH.
- ROOF:**
- STANDING SEAM METAL ROOF.
 - COPPER DRIP EDGE.
 - COPPER FLASHING @ WINDOW & DOOR CAPS.
 - COPPER PAN @ DOORS.
 - COPPER STEP FLASHING @ FIREPLACES.
 - COPPER 6" HALF ROUND GUTTERS & 4" DOWNSPOUT.
- EXTERIOR:**
- EXTERIOR TRIM SOFFIT EAVE SKIRT BOARD CASING: VERSATEX.
 - SIDING: SEE ELEVATIONS
 - CORNER BOARD: MATCH EXISTING BY VERSATEX
 - FLEXIBLE MEMBRANE FLASHING @
- FIREPLACES:**
- INTERIOR FIREPLACE: ASSUMED TO PLASTER (TWO STORY HEIGHT)
 - EXTERIOR FIREPLACE: 2" STONE VENEER.
 - CHIMNEYS: 2" STONE VENEER 4" THICK BLUESTONE CAP.
- FINISHES:**
- GREAT ROOM AND MASTER BEDROOM: VAULTED CEILING. ASSUMED 8X8 WOOD BEAMS IN THE CEILING.
 - INTERIOR & INTERIOR PAINT BY BENJAMIN MOORE.
- CABINERY / CASEWORK:**
- ALL 3/4" PLYWOOD BOXES.
 - 1" FACE FRAME INSET STYLE. SHAKER STYLE DOORS.
 - SOFT CLOSE DRAWERS
 - BUTT HINGES.
 - 1 1/4" THICK STONE COUNTERTOPS.
 - ALL PAINTED CABINETS.
 - CLOSETS: BUILT-INS.
 - PANTRY: PAINTED SHELVES
 - BATHROOMS: VANITIES.
- WINDOWS & DOORS:**
- MARVIN ULTIMATE SERIES. SEE PLANS FOR SIZES.
 - CASING TO MATCH EXISTING.
 - LOW E ARGON FILLED WITH BLACK PERIMETER SPACER BARS.
 - ASSUMED ORB HARDWARE.
 - WHITE PRIMED INTERIOR.
 - WHITE CLAD EXTERIOR (FOR BIDDING PURPOSES)
 - WHITE WEATHER STRIPPING.
 - CHARCOAL SCREENS
 - DOORS: MARVIN ULTIMATE SERIES
 - FRONT DOOR: REEB SELECT DOOR OR EQUAL.
 - INTERIOR DOORS: ASSUMED TWO PANEL STYLE DOOR 1 3/4" SEE PLANS FOR SIZES.
 - EXTERIOR DOOR: ASSUMED OIL BRONZE HARDWARE.
- PLUMBING:**
- RADIANT HEAT FLOOR @ BATHROOMS
 - ROUGH PLUMBING.
 - FIXTURES BY OWNER - PRICE INSTALLATION.
- ELECTRICAL:**
- ROUGH ELECTRICAL.
 - ASSUMED 4" LED RECESSED LIGHTS 6" LED RECESSED LIGHTS @ GREAT ROOM AND MASTER SUITE
 - GENERATOR FOR WHOLE HOUSE.
 - FIXTURES BY OWNER - PRICE INSTALLATION.
- AUDIO VISUALS:**
- SONOS SYSTEM.
 - LUTRON SYSTEM.
 - MOTORIZED SHADES @ BEDROOMS
- ALLOWANCES:**
- TILE: ASSUMED \$10.00 PER S.F.
 - COUNTERTOPS: \$150. PER S.F.
 - DOOR HARDWARE: \$300.00 EACH
 - CABINET HARDWARE: \$10.00 EACH



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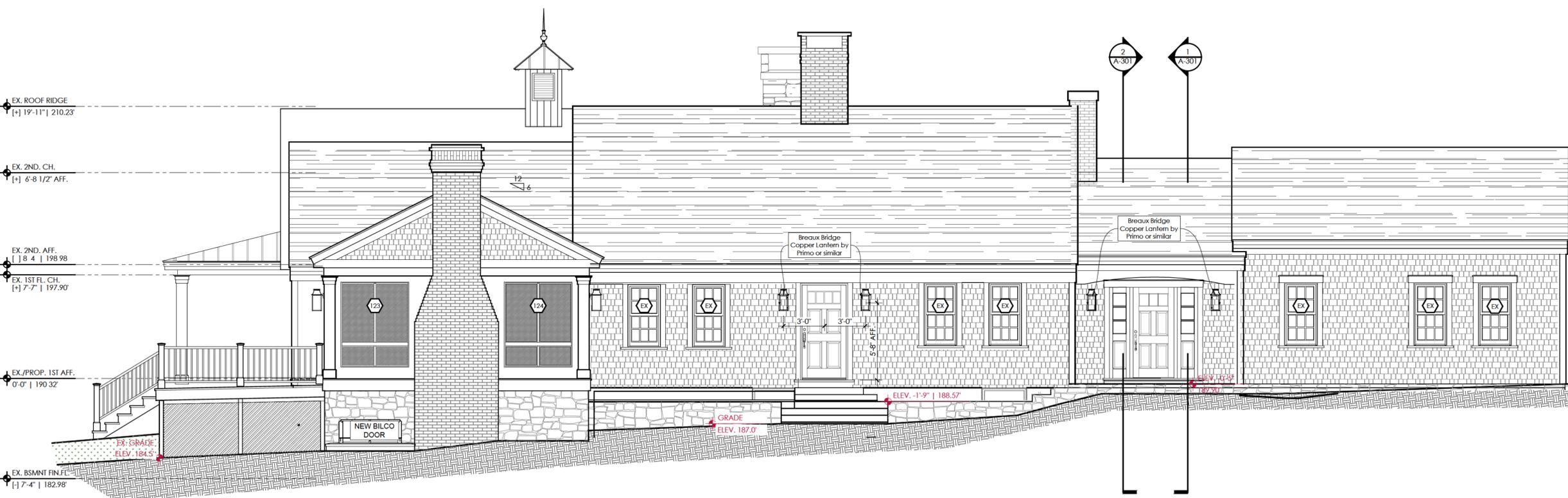
#	DATE	REASON
1	11/27/24	BID SET

NORTH AND WEST ELEVATION

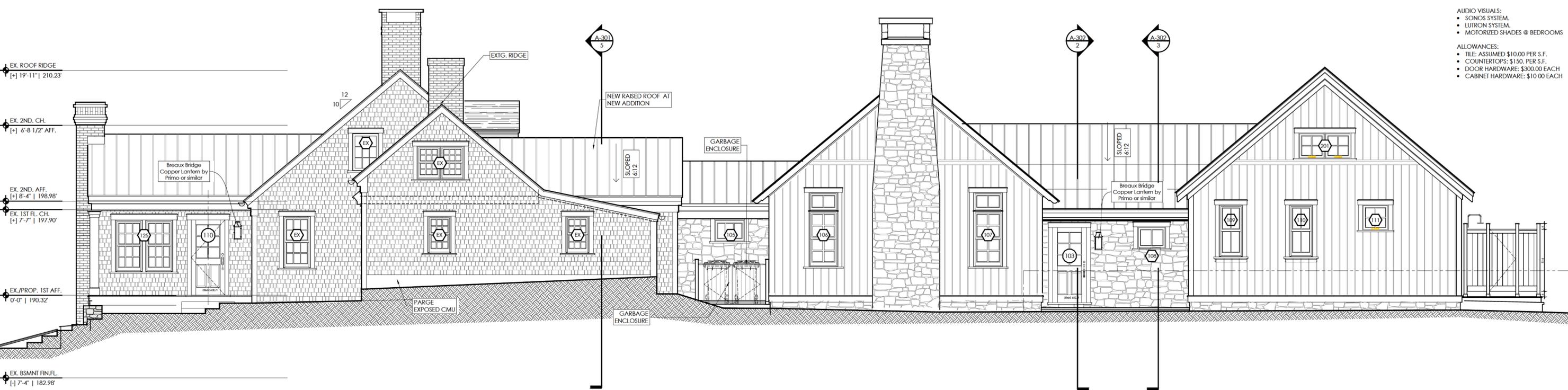
PLOT DATE: 1/7/2026
 DESIGN BY: RACHEL HUTAMI
 CHECKED BY: JM

SHERMAN MAIN HOUSE
 263 LONG POND ROAD
 GREAT BARRINGTON, MA 01230

A201



SOUTH ELEVATION
SCALE 1/4" = 1'-0"



EAST ELEVATION
SCALE 1/4" = 1'-0"

- PLAN GENERAL NOTES:**
- FRAMING / FOUNDATION:
 - FOUNDATION WALLS TO BE 10'-0" HEIGHT.
 - STEP FOOTINGS @ GARAGE AND REAR PORCH / TERRACE.
 - PARGE NEW FOUNDATION AT MUDROOM AND 2" STONE VENEER AT NEW MASTER SUITE ADDITION
 - 4" REINFORCED CONCRETE SLABS VAPOR BARRIER & 6"
 - GRAVEL
 - RUBBER - R - WALL WATERPROOFING OR EQUAL.
 - EXTERIOR: 2X6 STUD WALLS
 - INTERIOR: 2X4 STUD WALL UNLESS OTHERWISE NOTED.
 - 1/2" ZIP SHEATHING.
 - 5/8" CDX PLYWOOD @ ROOF.
 - ASSUMED 4" FOOTING DRAINAGE.
 - ROOF DRAINAGE.
 - RADON PIPE.
 - 12" SONOTUBE WITH BIG FOOT FOR WEST DECK
- INSULATION:**
- R-15 CLOSED CELL INSULATION INSIDE BASEMENT.
 - R-10 RIGID INSULATION UNDER BASEMENT SLAB.
 - R-30 INSULATION @ SUB-FLOOR.
 - R-21 EXTERIOR WALLS.
 - R-49 ROOF.
 - SOUND PROOF INSULATION @ BATHROOMS & BEDROOMS.
- FLOORING:**
- BLUESTONE @ PORCH / TERRACE.
 - STONE / TILE @ BATHROOMS MUDROOM PANTRY.
 - 6" MIN. WHITE OAK FLOOR.
 - 6" MAHOAGANY DECKING. IPE AS ALTERNATE PRICE.
- WALLS:**
- 1/2" GWB W/ LEVEL 4 FINISH.
 - 1/2" CEMENT BOARD IN WET AREAS.
 - TILE IN SHOWER AREA KITCHEN & LAUNDRY BACKSPLASH.
 - BASEBOARD: ASSUMED 7" HEIGHT.
 - CASING: ASSUMED 3 1/2" WIDE.
 - CROWN: ASSUMED 6" HEIGHT.
 - WALLPAPER BY OWNER.
- CEILING:**
- 5/8" GWB WITH LEVEL 4 FINISH.
- ROOF:**
- STANDING SEAM METAL ROOF.
 - COPPER / TILE @ BATHROOMS MUDROOM PANTRY.
 - COPPER FLASHING @ WINDOW & DOOR CAPS.
 - COPPER PAN @ DOORS.
 - COPPER STEP FLASHING @ FIREPLACES.
 - COPPER 6" HALF ROUND GUTTERS & 4" DOWNSPOUT.
- EXTERIOR:**
- EXTERIOR TRIM SOFFIT EAVE SKIRT BOARD CASING: VERSATEX.
 - SIDING: SEE ELEVATIONS
 - CORNER BOARD: MATCH EXISTING BY VERSATEX
 - FLEXIBLE MEMBRANE FLASHING @ WINDOW & DOOR OPENINGS.
- FIREPLACES:**
- INTERIOR FIREPLACE: ASSUMED TO PLASTER (TWO STORY HEIGHT)
 - EXTERIOR FIREPLACE: 2" STONE VENEER.
 - CHIMNEYS: 2" STONE VENEER 4" THICK BLUESTONE CAP.
- FINISHES:**
- GREAT ROOM AND MASTER BEDROOM: VAULTED CEILING. ASSUMED 8X8 WOOD BEAMS IN THE CEILING.
 - EXTERIOR & INTERIOR PAINT BY BENJAMIN MOORE.
- CABINERY / CASEWORK:**
- ALL 3/4" PLYWOOD BOXES.
 - 1" FACE FRAME INSET STYLE. SHAKER STYLE DOORS.
 - SOFT CLOSE DRAWERS
 - BUTT HINGES.
 - 1 1/4" THICK STONE COUNTERTOPS.
 - ALL PAINTED CABINETS.
 - CLOSETS: BUILT-INS.
 - PANTRY: PAINTED SHELVES
 - BATHROOMS: VANITIES.
- WINDOWS & DOORS:**
- MARVIN ULTIMATE SERIES. SEE PLANS FOR SIZES.
 - CASING TO MATCH EXISTING.
 - LOW E ARGON FILLED WITH BLACK PERIMETER SPACER BARS.
 - ASSUMED ORB HARDWARE.
 - WHITE PRIMED INTERIOR.
 - WHITE CLAD EXTERIOR (FOR BIDDING PURPOSES)
 - WHITE WEATHER STRIPPING.
 - CHARCOAL SCREENS.
 - DOORS: MARVIN ULTIMATE SERIES.
 - FRONT DOOR: REEB SELECT DOOR OR EQUAL.
 - INTERIOR DOORS: ASSUMED TWO PANEL STYLE DOOR 1 3/4" SEE PLANS FOR SIZES.
 - EXTERIOR DOOR: ASSUMED OIL BRONZE HARDWARE.
- PLUMBING:**
- RADIANT HEAT FLOOR @ BATHROOMS
 - ROUGH PLUMBING.
 - FIXTURES BY OWNER - PRICE INSTALLATION.
- ELECTRICAL:**
- ROUGH ELECTRICAL.
 - ASSUMED 4" LED RECESSED LIGHTS 6" LED RECESSED LIGHTS @ GREAT ROOM AND MASTER SUITE
 - GENERATOR FOR WHOLE HOUSE.
 - FIXTURES BY OWNER - PRICE INSTALLATION.
- AUDIO VISUALS:**
- SONOS SYSTEM.
 - LUTRON SYSTEM.
 - MOTORIZED SHADES @ BEDROOMS
- ALLOWANCES:**
- TILE: ASSUMED \$10.00 PER S.F.
 - COUNTERTOPS: \$150. PER S.F.
 - DOOR HARDWARE: \$300.00 EACH
 - CABINET HARDWARE: \$10.00 EACH

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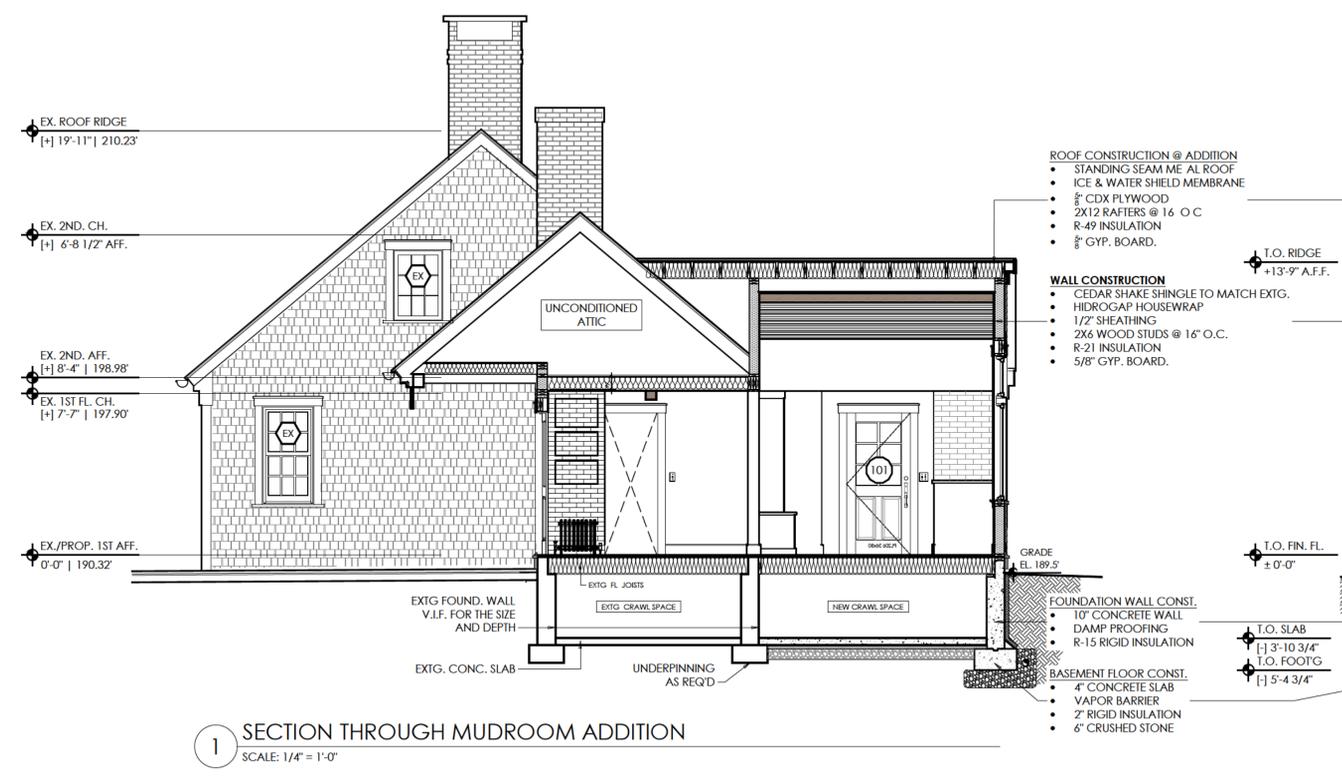
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	1 11/27/24 BID SET

SOUTH AND EAST
ELEVATION

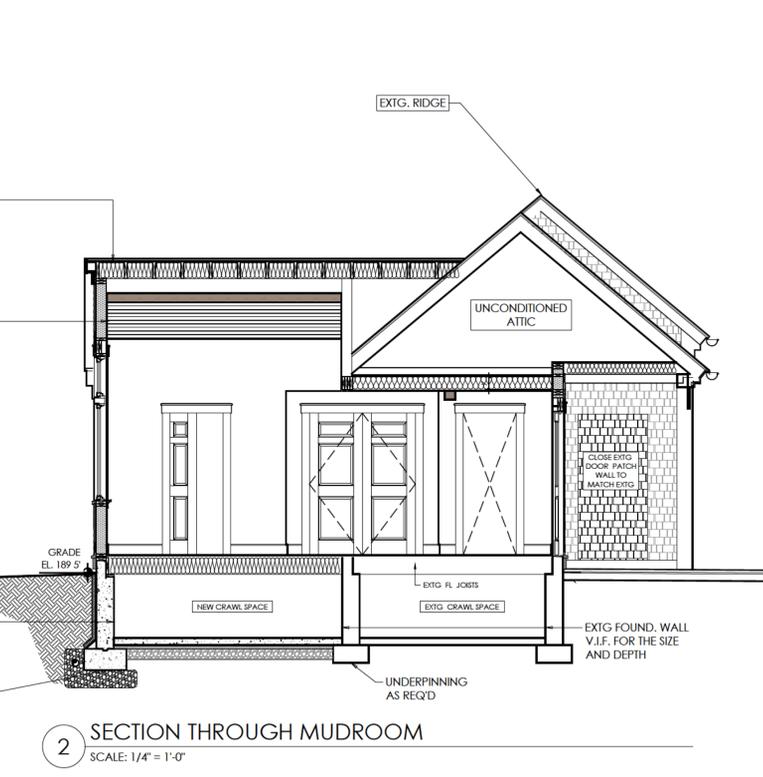
PLOT DATE:
1/7/2026
DESIGN BY:
RACHEL HUTAMI
CHECKED BY: JM

SHERMAN
MAIN HOUSE
263 LONG POND ROAD
GREAT BARRINGTON, MA 01230

A202

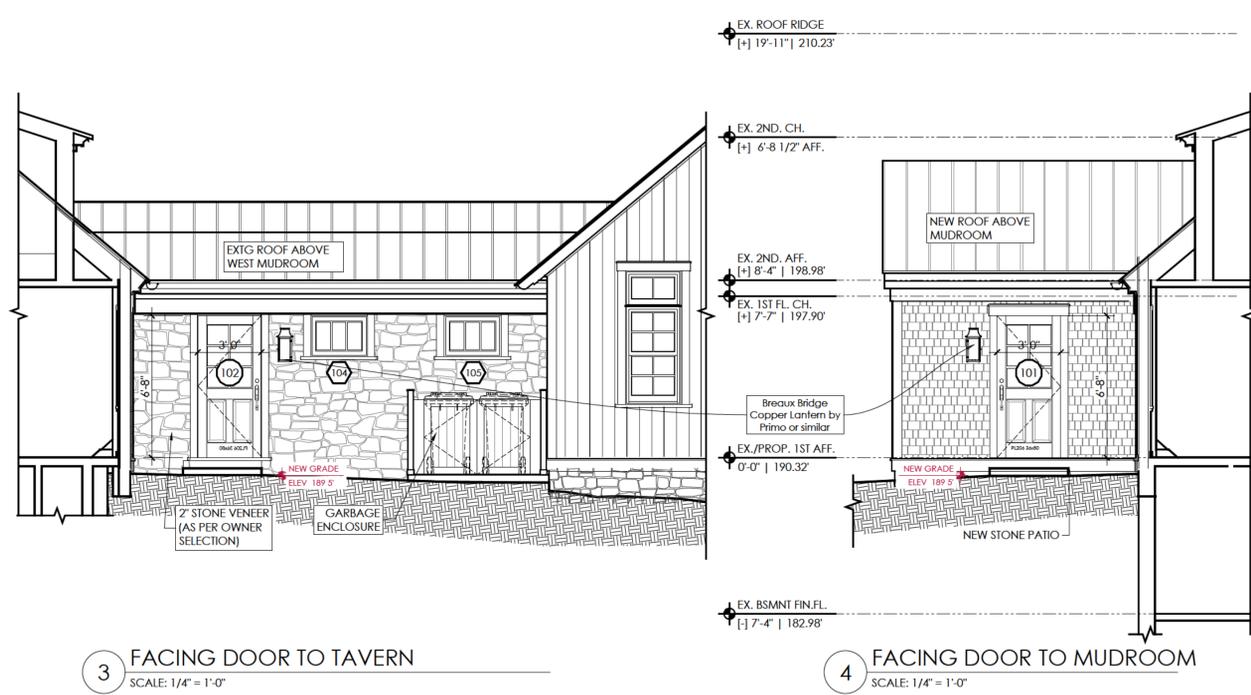


1 SECTION THROUGH MUDROOM ADDITION
SCALE: 1/4" = 1'-0"

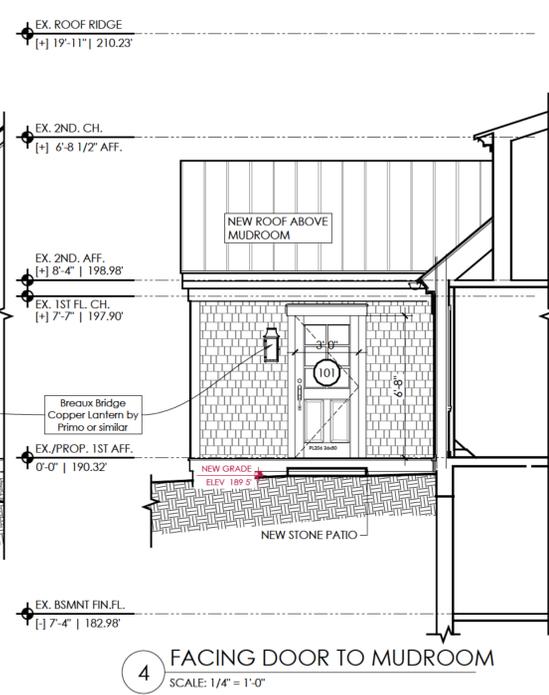


2 SECTION THROUGH MUDROOM
SCALE: 1/4" = 1'-0"

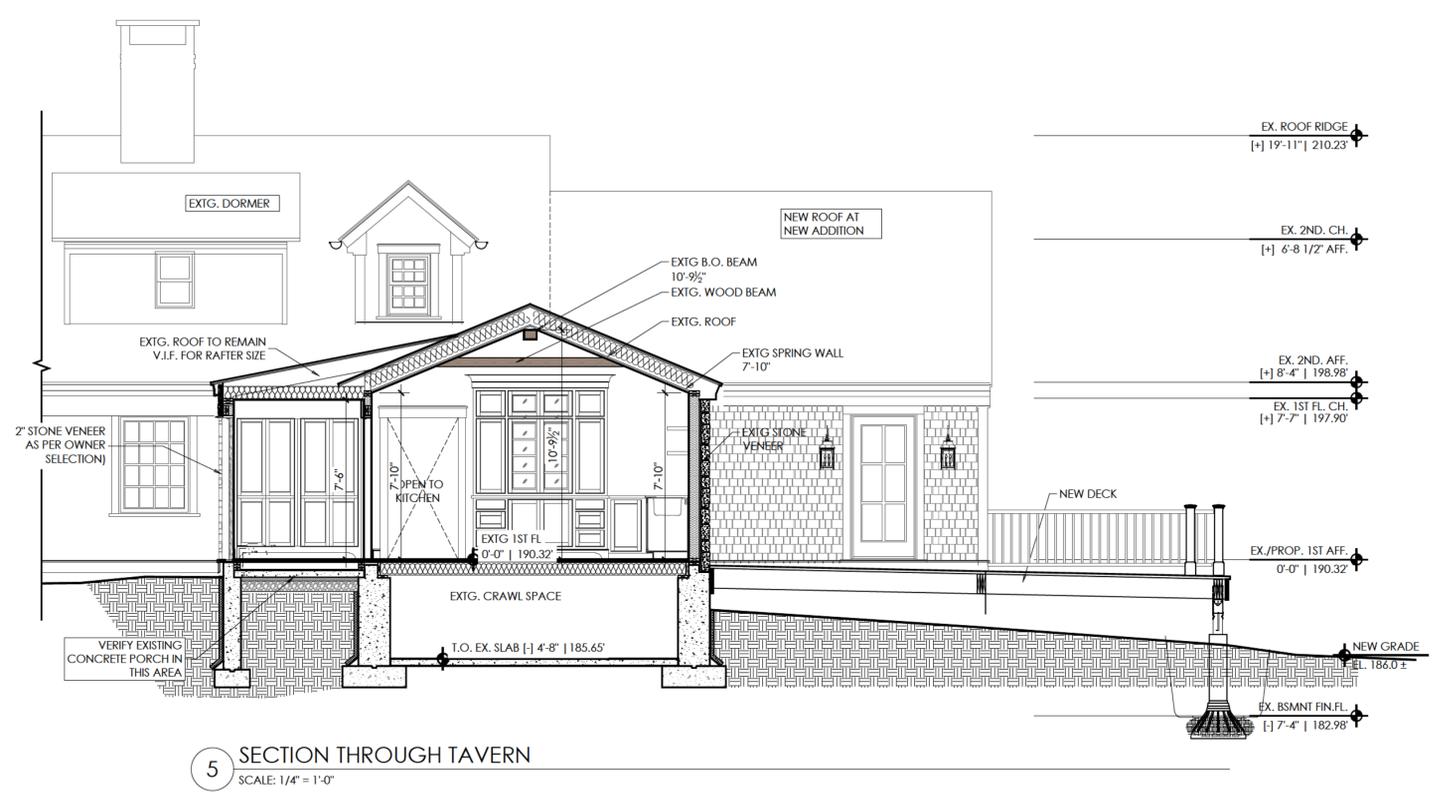
- ROOF CONSTRUCTION @ ADDITION**
- STANDING SEAM METAL ROOF
 - ICE & WATER SHIELD MEMBRANE
 - 5/8" CDX PLYWOOD
 - 2X12 RAFTERS @ 16" O.C.
 - R-49 INSULATION
 - 5/8" GYP. BOARD.
- WALL CONSTRUCTION**
- CEDAR SHAKE SHINGLE TO MATCH EXTG.
 - HYDROGAP HOUSEWRAP
 - 1/2" SHEATHING
 - 2X6 WOOD STUDS @ 16" O.C.
 - R-21 INSULATION
 - 5/8" GYP. BOARD.
- FOUNDATION WALL CONST.**
- 10" CONCRETE WALL
 - DAMP PROOFING
 - R-15 RIGID INSULATION
- BASEMENT FLOOR CONST.**
- 4" CONCRETE SLAB
 - VAPOR BARRIER
 - 2" RIGID INSULATION
 - 6" CRUSHED STONE



3 FACING DOOR TO TAVERN
SCALE: 1/4" = 1'-0"



4 FACING DOOR TO MUDROOM
SCALE: 1/4" = 1'-0"



5 SECTION THROUGH TAVERN
SCALE: 1/4" = 1'-0"

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CRISP ARCHITECTS
JAMES M. CRISP, AIA

12545
77-8396
COM

REVISIONS	
#	DATE: REASON:
1	11/27/24 BID SET

BUILDING SECTION
THROUGH MUDROOM, TAVERN,
NEW CONNECTOR

PLOT DATE:
1/7/2026

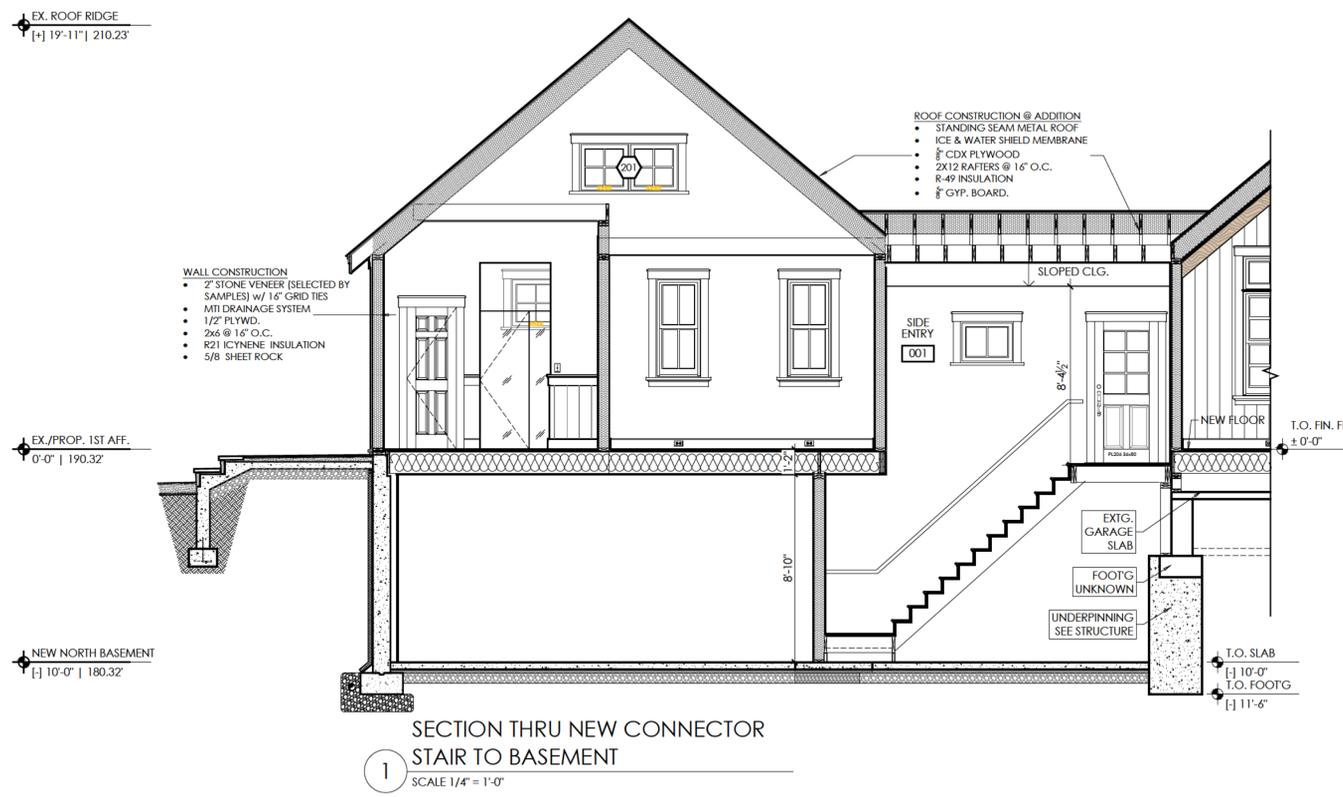
DESIGN BY:
RACHEL HUTAMI

CHECKED BY: JM

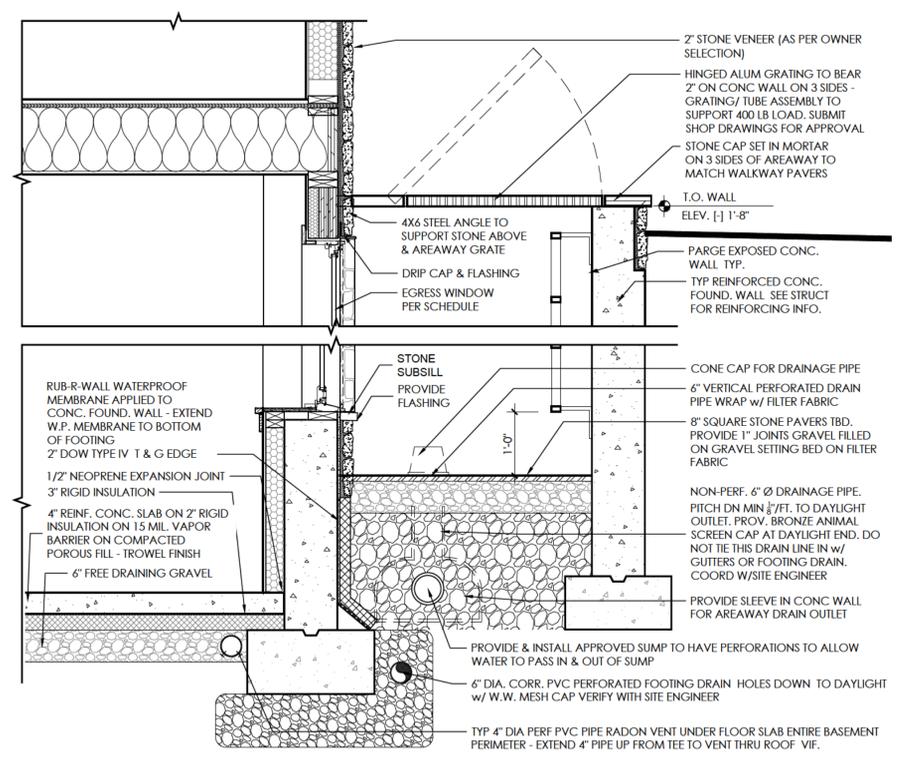
SHERMAN
MAIN HOUSE

263 LONG POND ROAD
GREAT BARRINGTON, MA 01230

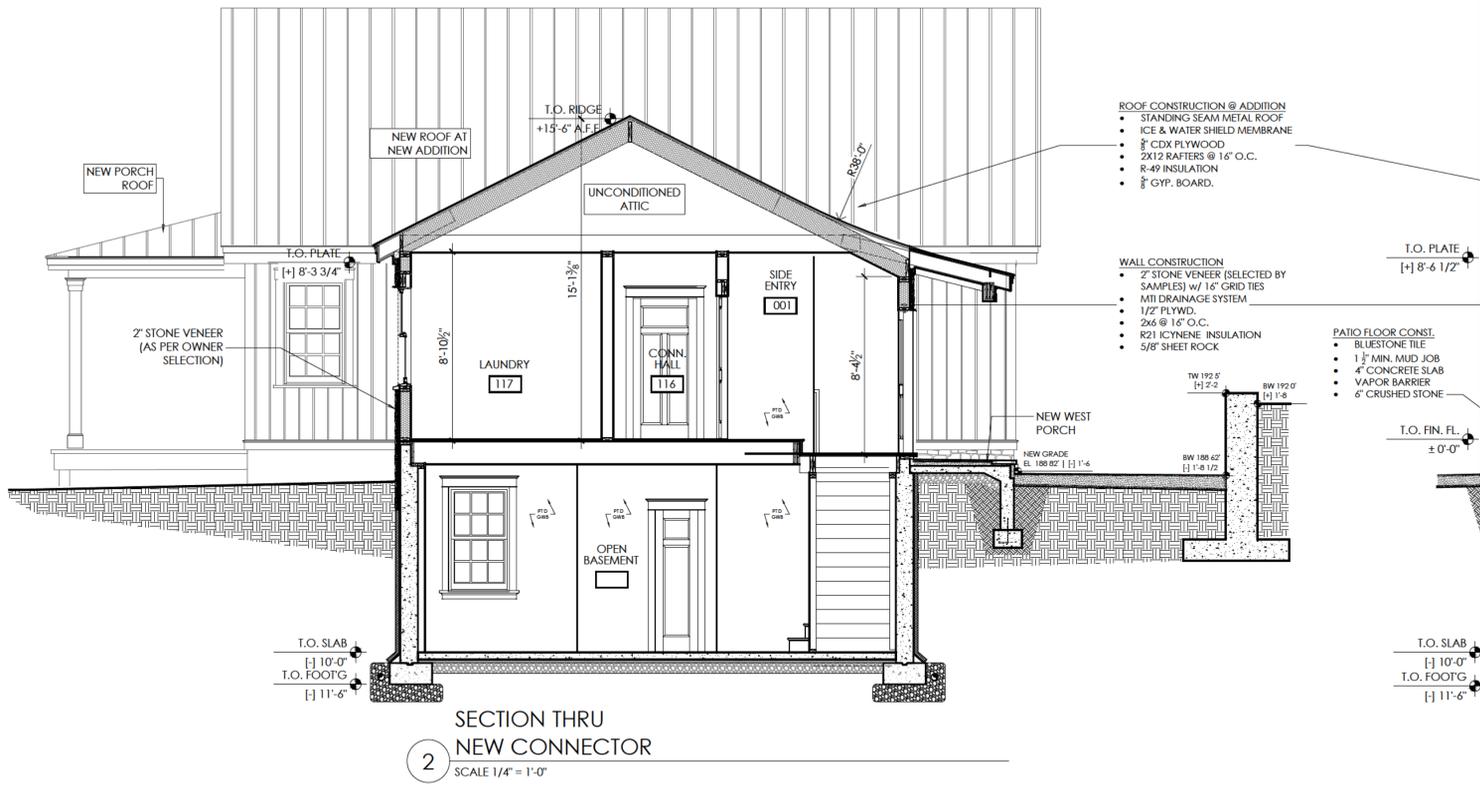
A301



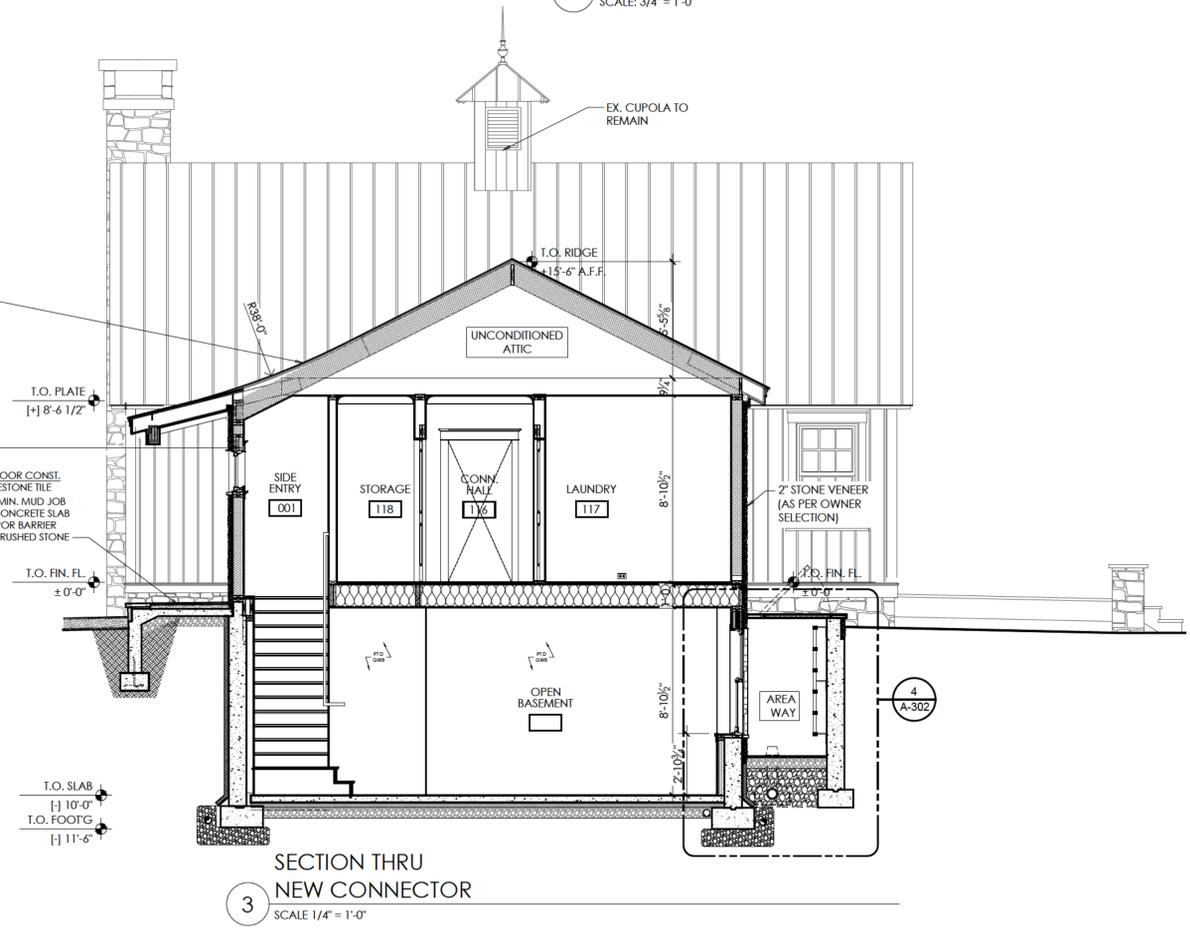
1 SECTION THRU NEW CONNECTOR
STAIR TO BASEMENT
SCALE 1/4" = 1'-0"



4 WINDOW WELL DETAIL
SCALE: 3/4" = 1'-0"



2 SECTION THRU
NEW CONNECTOR
SCALE 1/4" = 1'-0"



3 SECTION THRU
NEW CONNECTOR
SCALE 1/4" = 1'-0"

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CRISP
ARCHITECTS
JAMES M. CRISP, AIA

SEAL	REVISIONS
	# DATE: REASON:
	1 11/27/24 BID SET

BUILDING SECTION

PLOT DATE:
1/7/2026
DESIGN BY:
RACHEL HUTAMI
CHECKED BY: JM

SHERMAN
MAIN HOUSE
263 LONG POND ROAD
GREAT BARRINGTON, MA 01230

A302

FEB 5 2026 PM 2:58

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

FORM SP-1
 REV. 05-2024

FOR OFFICE USE ONLY

Number Assigned 955-26 Date Received 2/5/26
 Special Permit Granting Authority PB
 Copy to Recommending Boards 2/9/26
 Advertised 2/19 & 2/26
 Public Hearing 3/12/26
 Fee: \$350.00 Paid: Y-s

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

MAP 35 LOT 47 BOOK 2773 PAGE 257 ZONING DISTRICT(s) R-2

Site Address: 34 Division St, Great Barrington, MA 01230

Date of Application 1/22/26

Applicant's name and complete mailing address Margaret Buccellato

[REDACTED] MA 01230

Applicant's phone number [REDACTED] Applicant's email address [REDACTED]

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

BUCCELLATO BRIAN JOSEPH
 BUCCELLATO MARGARET ANN

I (we) request a Special Permit for: 6 ft tall solid wood fence in front, along road

Under Section(s) 4.2.9 .3 and 10.4 of the Great Barrington Zoning Bylaws.

APPLICANTS MUST READ AND COMPLY WITH THE FOLLOWING:

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

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

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

SPECIFICS:

- 1. All site plans and specifications must be signed and dated by the preparer.
- 2. **ALL OWNERS** of property must also sign the application.
- 3. A copy of special permit procedures is available upon request.
- 4. Fee for application is \$350.00 to cover the cost of the public hearing notices in the newspaper and notification to parties in interest.
- 5. Once all the necessary papers, maps, etc. are compiled into the required Original and Fourteen sets, call the Town Planner's office at 413-528-1619 ext. 2401 to arrange an appointment to file your application. The application will be reviewed for completeness and a date for a public hearing before the Board of Selectmen or Planning Board will be scheduled. Meetings of recommending boards (e.g. Planning Board, Conservation Commission and Board of Health) will also be arranged at this time.



Signature of Applicant

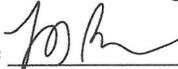


Signature of Co-Applicant (e.g. Property Owner, if different)

PLEASE READ AND SIGN BELOW

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

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

Signature  _____

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

Date 1/22/26 _____

Dear Planning Board members,

We are requesting a 6 ft high solid wood fence in front, 10 ft from the road. We will use Berkshire Fence company and plan on a tongue-and-groove fence with decorative board on top. I've included an example below of the exact fence we would install, as well as a few examples of similar-style fences nearby. We have tall pine trees that will display out the top of the fence, and we will plant native plants in front of the fence to make it both beautiful and eco-friendly. The fence will cut in at an angle to the driveway to create a welcoming and safe entrance for drivers.

Our reason for wanting a 6 ft high solid fence is that the cars go way over 40 mph on Division St, and even 40 mph is loud and distracting. We have two young children and right now I don't feel comfortable playing with them in the front yard. I would like to be able to relax and let them run around without being on high alert.

I appreciate your consideration on this matter.

Marcy Buccellato & family



2/5/26

Tongue-and-groove style we would install:



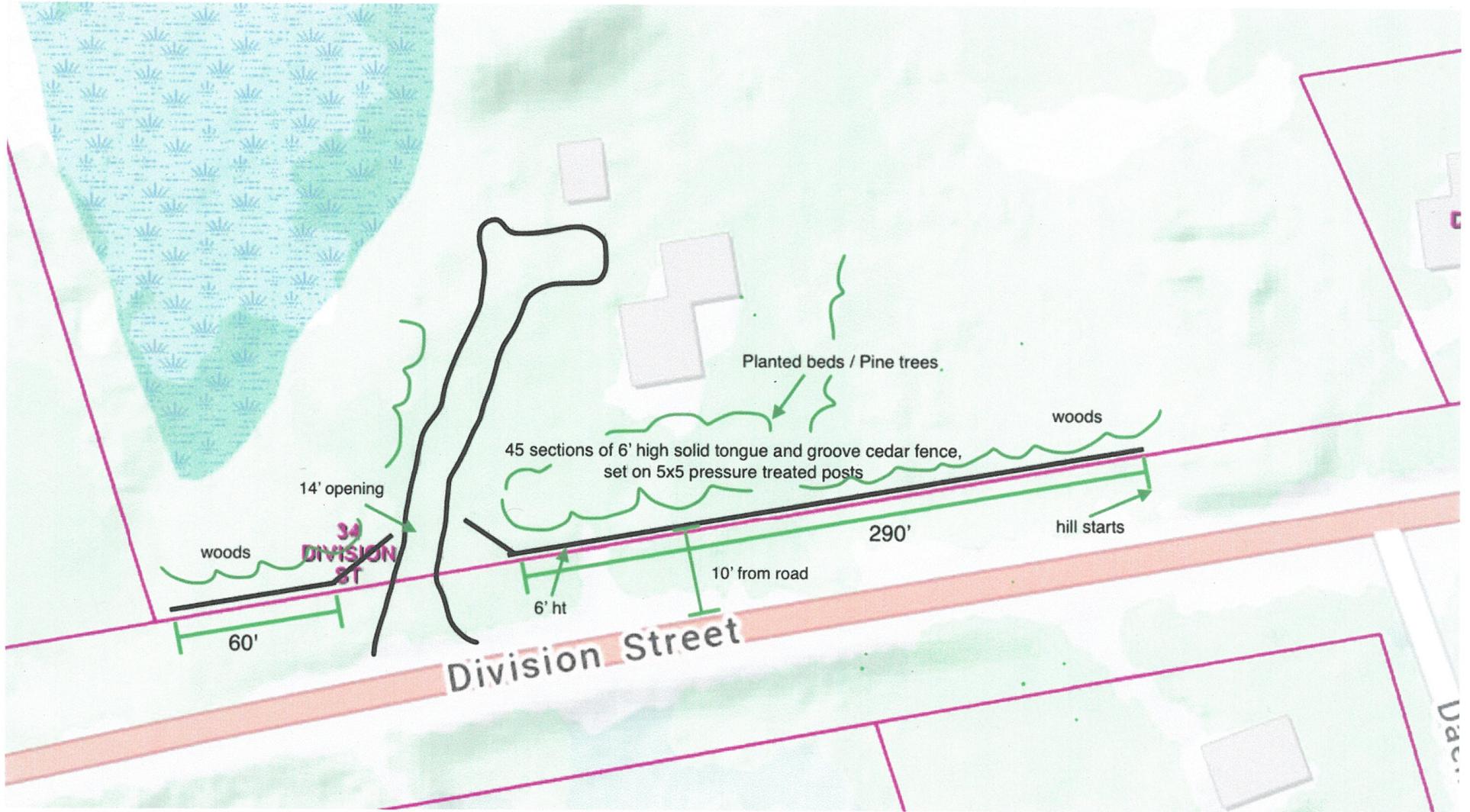
Other, similar homes nearby:



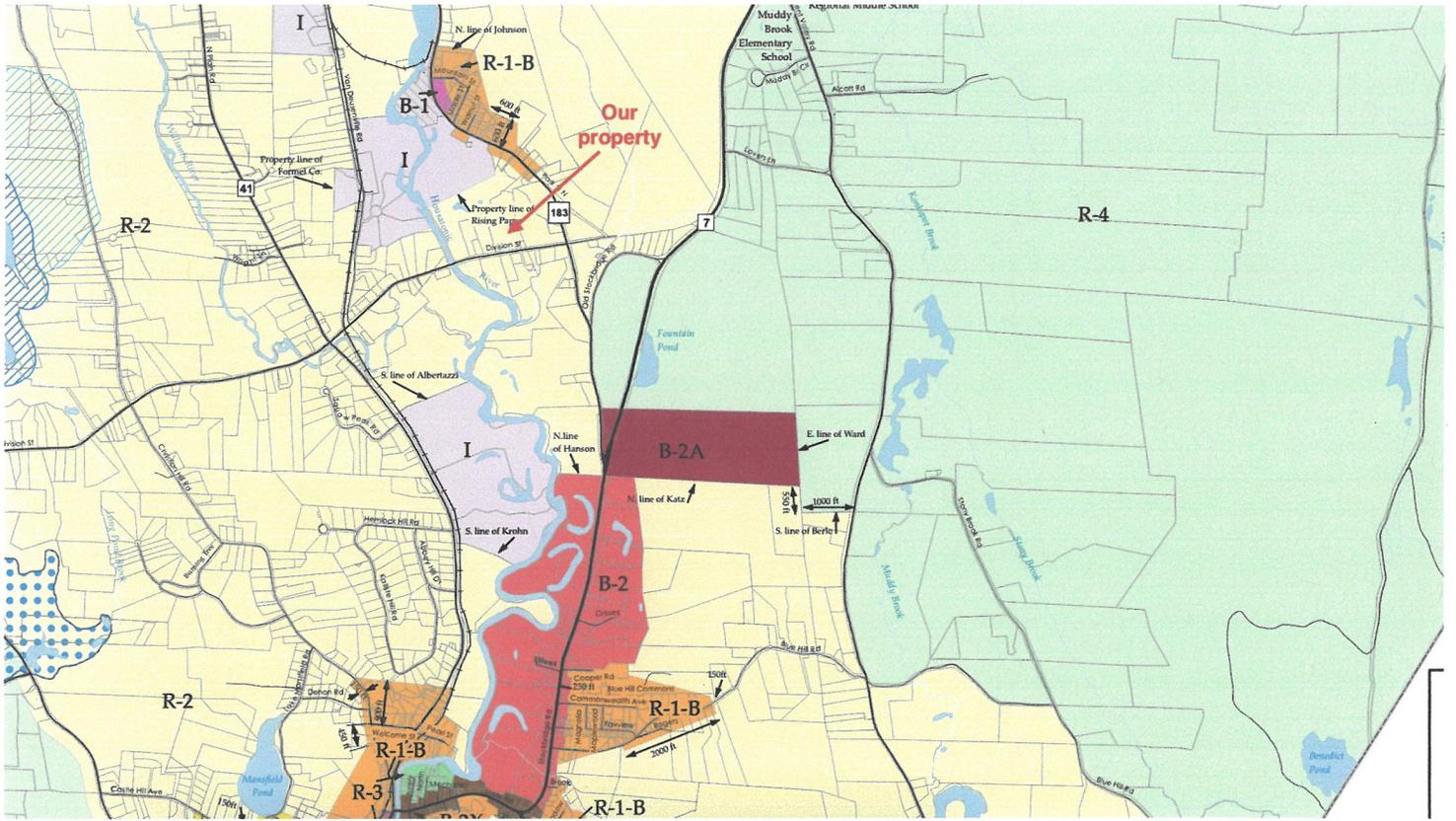


Stockade style, not as neat-looking as the others but still looks good I think. We have similar landscaping - mostly pine trees, but a handful of hydrangea and dappled willow as well:





MM
2/5/26





300 feet Abutters List Report

Great Barrington, MA
January 22, 2026

Subject Property:

Parcel Number: 35-47-0
PIN: 035.0-0000-0047.0
Property Address: [REDACTED]

Mailing Address: BUCCELLATO BRIAN JOSEPH
BUCCELLATO MARGARET ANN
[REDACTED]

Abutters:

Parcel Number: 28-30-0
PIN: 028.0-0000-0030.0
Property Address: 39 DIVISION ST

Mailing Address: MASSACHUSETTS ELECTRIC CO
PROPERTY TAX DEPT 40 SYLVAN RD
WALTHAM, MA 02451-2286

Parcel Number: 28-31-0
PIN: 028.0-0000-0031.0
Property Address: 33 DIVISION ST

Mailing Address: THOMSON CHARLES A JR THOMSON
KATHY A
33 DIVISION ST
GT BARRINGTON, MA 01230-1130

Parcel Number: 28-31-A
PIN: 028.0-0000-0031.A
Property Address: 35 DIVISION ST

Mailing Address: PATINO SONNIA
35 DIVISION ST
GT BARRINGTON, MA 01230-1117

Parcel Number: 28-31-B
PIN: 028.0-0000-0031.B
Property Address: 31 DIVISION ST

Mailing Address: DAEMI SAIID DAEMI SERA
31 DIVISION ST
GT BARRINGTON, MA 01230-1130

Parcel Number: 28-31-C
PIN: 028.0-0000-0031.C
Property Address: 1 DAEMI LN

Mailing Address: DAEMI SAIID DAEMI SERA
31 DIVISION ST
GT BARRINGTON, MA 01230-1130

Parcel Number: 28-32-0
PIN: 028.0-0000-0032.0
Property Address: 29 DIVISION ST

Mailing Address: BARBER WILLSON TRUSTEE BARBER
JOAN TRUSTEE
29 DIVISION ST
GT BARRINGTON, MA 01230-1130

Parcel Number: 28-33-0
PIN: 028.0-0000-0033.0
Property Address: 27 DIVISION ST

Mailing Address: VOSS KERSTIN LUCIA TRUSTEE ARVA
DERIS 2012 IRREVOCABLE TR
27 DIVISION ST
GT BARRINGTON, MA 01230-1130

Parcel Number: 35-46-0
PIN: 035.0-0000-0046.0
Property Address: 26 DIVISION ST

Mailing Address: TAWCZYNSKI DANIEL P & MARTHA L
TAWCZYNSKI FAMILY NOMINEE TRUS
42 DIVISION ST
GT BARRINGTON, MA 01230-1180

Parcel Number: 35-47-A
PIN: 035.0-0000-0047.A
Property Address: DIVISION ST

Mailing Address: TAWCZYNSKI DANIEL P & MARTHA L
TAWCZYNSKI FAMILY NOMINEE TRUS
42 DIVISION ST
GT BARRINGTON, MA 01230-1180

Parcel Number: 35-50-0
PIN: 035.0-0000-0050.0
Property Address: 38 DIVISION ST

Mailing Address: FRANCISCO ANTONIO MARTINEZ
ESPINOZA RAQUEL ROSAS
38 DIVISION ST
GT BARRINGTON, MA 01230



www.cai-tech.com

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300 feet Abutters List Report

Great Barrington, MA
January 22, 2026

Parcel Number: 35-51-0
PIN: 035.0-0000-0051.0
Property Address: 42 DIVISION ST

Mailing Address: TAWCZYNSKI DANIEL P & MARTHA L
TAWCZYNSKI FAMILY NOMINEE TRUS
42 DIVISION ST
GT BARRINGTON, MA 01230-1180

Parcel Number: 35-51-A
PIN: 035.0-0000-0051.A
Property Address: DIVISION ST

Mailing Address: TAFT FARMS INC
42 DIVISION ST
GT BARRINGTON, MA 01230-1180

Parcel Number: 35-54-0
PIN: 035.0-0000-0054.0
Property Address: 30 DIVISION ST

Mailing Address: HADSELL PETER IACOVELLI LORIE M
P O BOX 599
HOUSATONIC, MA 01236-0599



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