



Select Board

21 State Line Road, West Stockbridge, Mass. 01266

Tel. (413) 232-0300 x319

Fax. (413) 232-7195

E-mail: admin@weststockbridge-ma.gov

**Select Board Hybrid Meeting
21 State Line Rd., West Stockbridge, MA
Monday, September 15, 2025**

6:00 PM

Open Meeting:

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 be in fact discussed and other items not listed may be brought up for discussion to the extent permitted by law.

1. Approve the Minutes from August 13th executive session, August 18, and September 2, 2025.
2. Further Discussion of Contract with Tech Environmental –
Town Counsel Nicole Costanzo
3. Citizen Speak Time: *This is an opportunity for the Select Board to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each.*
4. Town Administrator Update
5. Discussion/Business/Action items:
 - Conservation Commission Update – David Evans
 - Vision Committee Update – Joe Roy
 - Turn Park One Day Liquor License for Oct. 11, 2025 -Jared Gelormino
 - Shared Fire/EMS Services Update –
Stockbridge Town Administrator Mike Canales
 - Affordable Housing Trust Appointment of Steve Mack as
Citizen At Large member – Chris Powell
 - Dog Park Sign Approval and Update– Michael Bolognino
 - The Foundry One-Day Entertainment License – Amy Brentano

- Approve Social Equity Policy and Evaluation Rubric related to cannabis- Marie
- Vote on ballot question for Prop 2 ½ override for New High School- Marie
- Approve Halloween Treat or Treat on October 31st from 4:30-6:30

5. Select Board Speak

6. Adjourn

You are invited to a Zoom webinar!

When: Sep 15, 2025 06:00 PM Eastern Time (US and Canada)

Topic: SB Mtg

Join from PC, Mac, iPad, or Android:

<https://us06web.zoom.us/j/83403985576?pwd=auSTClvk2peHUCqvbUPzILfeQN2RbX.1>

Webinar ID: 834 0398 5576 Passcode: 607673

Join via audio: +1 646 558 8656 US (New York)



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Select Board Meeting Minutes August 18, 2025

The quorum was present remotely, consisting of Select Board members Chair Andrew Krouss and Kathleen Keresey, and Town Administrator Marie Ryan.

Chair Andy Krouss opened the meeting at 6 PM.

Kathleen made a motion, seconded by Andy, to approve the meeting minutes from August 4, 2025.

All were in favor; minutes approved.

Citizen Speak:

none

Town Administrator Update

Marie explained that due to Andy Potter's resignation, there is an open position on the Berkshire Regional Transit Authority. She asked the Board if either of them would like to fill that seat. They asked Marie to post the opening on the website and see if any residents would be interested in doing it. If no one shows interest, then Andy Krouss stated he would fill the position.

Marie stated that she would like to add a discussion of a possible Special Town Election to fill Andy Potter's seat to the next meeting agenda. The Board agreed.

Dog Park Update: Mike Bolognino, Chair of Dog Park Committee

Michael informed the Board that the Dog Park is coming along and looks great. He has been very pleased with the work that Clark & Son has been doing and thinks the park is looking even better than he imagined. The only items they are waiting for are the fencing, the benches, and the water fountain, which are all on backorder. The Committee would like to hold a grand opening of the park on Sunday, October 5th. They intend on having face painting, a few vendors, and food. He invited the Board and all to attend.

Department of Public Works Update: Director Curt Wilton

Curt stated that before his injury, he had suggested the Town hire a new Foreman for the DPW after Jamie Boyer's resignation. He would then jump in and assist the crew with their duties as well. Since Curt's injury, he will be out for a couple of months and will be unable to help the crew physically during this time. He now suggests that the Board hire a new Highway Superintendent to fill Jamie's position. John Lyford has been temporarily promoted to foreman but does not wish to continue in this role. Curt requested that the Board allow him and Marie to get an ad posted and get started with the search and hiring process. Both Board members agree that this is a timely issue.

Curt informed the Board that Andy Potter had asked Curt to work with him to complete a T-Mobile grant application. This grant was to pay for electrical upgrades to the Town Hall gazebo. Curt was recently notified that the Town did not receive the grant. After this news, Curt said he would try to work out a plan to complete the upgrades at some point.

Town Charter Discussion: Kathleen Kersey

Kathleen requested that the Board skip over this agenda item. She stated it may be better if the Board waits and has Town Counsel attend a meeting to explain the process of creating a Town Charter and what the benefits would be for the Town. Andy agreed.

Housatonic Water Litigation Discussion:

Andy stated that Great Barrington has recently withdrawn its appeal against the Housatonic Water Company, allowing the Company to secure financial support to complete the required projects. Kathleen noted that the Board had previously decided to follow Great Barrington's lead regarding the Housatonic Water Company, as they have the most significant interest in the issue.

Andy made a motion, seconded by Kathleen,

I move that the town withdraw its appeal to the Single Justice of the Supreme Judicial Court in *Town of Great Barrington and Town of West Stockbridge v. Department of Public Utilities*; SJC Docket No. SJ-2024-0312).

All were in favor; the motion was approved.

Select Board Speak:

Kathleen noted that the Zucchini Festival was terrific this year. She thanked all of the volunteers and the Police for doing such a great job.

Andy also agreed that the Zucchini Fest was a great success and thanked everyone involved.

Andy motioned to adjourn, seconded by Kathleen, at 6:39 PM.
All approved, meeting adjourned.

Respectfully submitted,

Marie Y. Ryan

Marie Y. Ryan
Town Administrator



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Select Board Meeting Minutes September 2, 2025

The quorum was present remotely, consisting of Select Board members Chair Andrew Krouss and Kathleen Keresey, and Town Administrator Marie Ryan.

Chair Andy Krouss opened the meeting at 6 PM.

Kathleen stated she would like more time to review the meeting minutes and requested to move to approve at the next meeting. Andy agreed.

Citizen Speak:

Frank Landsberger suggested that the Board appoint a Citizen Committee to create a Town Charter. He also commented that the Board should be a five-member board and the Town should have a Town Manager who can have increased responsibilities.

Town Administrator Update

Marie stated the Planning Board intends to hold an informational session on October 14th to discuss the upcoming Special Town Meeting articles regarding Short-term Rentals and Accessory Dwelling units. The Board already has a scheduled meeting on that date; therefore, Marie asked them if they would approve moving the Select Board meeting to the following evening, October 15th. Kathleen and Andy agreed.

Library Update: Rachel Alter, Librarian

Rachel informed the Board that the Library business has been steady. They average approximately 100 people per month coming to the library. Some upcoming events involving the Library include the Farmers Market on October 2 and the Parks & Recreation Commissioners' Halloween party.

She stated that the Library currently offers Cyber Senior Assistance, where seniors can drop by the Library for free technical assistance during certain hours. Rachel secured five internet hotspots, which she will provide to five families at no cost for use in their homes for up to twelve months.

Rachel's primary concern is that the statewide funding may be cut for libraries, which could specifically imperil the e-books and streaming of audiobooks. The state has helped fund that cost for years, and without their assistance, the library may not be able to offer them. She hopes things will work out; however, she has been searching for additional funding just in case.

Police Department Update: Chief Nicole Miller

Chief requested that the Board appoint two new police officers to the Department. She introduced Dave Lupiani, a former West Stockbridge Police Officer. He had left due to scheduling issues; however, those issues are not a problem now, and she would like to have him back in West Stockbridge as a Part-Time officer. The second officer she requested to be appointed is Donald Rhodes. He is new to the area, currently in the process of moving here from Texas. He is closing on a house in mid-September and has already been trained and certified in Massachusetts. He requested to work the night shift and can start by the end of September as a Full-Time officer. She stated that both officers are extremely community-oriented and will be a great addition to the Department.

Andy made a motion, seconded by Kathleen, to appoint Dave Lupiani as a new Part-Time Officer and Donald Rhodes as a new Full-Time Officer. Both were in favor, and the motion was approved.

Chief Miller then discussed the possibility of the Department having a Comfort Dog. She explained that the Manager at Crane Lake Camp, up the hill, contacted her and stated they would like to donate a puppy they had been fostering to the Town as a comfort dog. She went there and took the puppy home with her. She believes that this dog could be an excellent comfort dog for the Town. She would like to get it trained and be the handler. She would send the dog to Board and Train, where it would stay for 3-4 weeks to be trained. After that, she would also undergo training. The cost of this would be approximately \$3000-\$4000. The dog is current on her shots and is a very calm and sweet dog. Nicole also suggested the Town get health insurance for the dog.

The Board stated they would like Nicole to create a policy and procedure document to include all the responsibilities regarding the dog. The Board would also like to have input from Town Counsel, the employees working at Town Hall, and our Town insurance. Nicole agreed that this was all the information they needed before she would request the Board to vote on this issue. She will return to the Board with further details at a meeting for their approval.

Marie noted that the Town's Emergency Management Director, Lou Oggiani, had recently passed away. She stated he was an asset to the Town and will be missed. She noted that she had discussed with the Police Chief, Nicole Miller, and the Fire Chief, Vinny Garafoli, who should take his place as the Director, and both agreed to have Nicole take this position. Marie then asked the Board to appoint Nicole as the new Emergency Management Director for West Stockbridge.

Special Election for Vacant Select Board Seat: Marie

Marie asked the Board if they have decided to hold a special election to fill the vacant Select Board seat due to Andy Potter's resignation. They both agreed to go forward with a special election. Marie suggested that they have this election on Monday, November 17th.

Kathleen made a motion, seconded by Andy, to hold a Special election on November 17th. Both agreed, motion as approved.

Full-Time Employees Benefits Policy Updated:

Andy stated that Kathleen has been working with Town Counsel to update language in the Full-Time Employee Benefits policy to make everything consistent for all employees.

Kathleen made a motion, seconded by Andy, to approve the new updated Full-Time Employee Benefits Policy.

Both agreed, motion approved.

Select Board Speak:

Andy stated that he appreciated all that Lou Oggiani has done for the Town and sends prayers to the family.

Kathleen motioned to adjourn, seconded by Andy, at 6:53 PM.

Both approved, meeting adjourned.

Respectfully submitted,

Marie Y. Ryan

Marie Y. Ryan
Town Administrator

TOWN OF WEST STOCKBRIDGE, MASSACHUSETTS

AGREEMENT

THIS AGREEMENT made this 2nd day of September 2025 by and between the TOWN of West Stockbridge, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 21 State Line Road, West Stockbridge, Massachusetts, hereinafter referred to as the “TOWN”, and Tech Environmental, Inc., a corporation having a usual place of business at 1 Meeting House Rd., Suite 3, Chelmsford, Massachusetts, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the TOWN requires professional consulting services to develop a baseline odor monitoring program and odor complaint response program to measure cannabis odors, hereinafter the “Project”; and

WHEREAS, the CONTRACTOR submitted a Scope of Work to perform the work required to complete the Project (the “Proposal”), attached hereto as Exhibit A; and

WHEREAS, the TOWN has decided to award the contract therefor to the CONTRACTOR.

NOW, THEREFORE, the TOWN and the CONTRACTOR agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement, and the CONTRACTOR’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are as fully a part of this Agreement as if attached hereto.
2. THE WORK. The Work consists of establishing a professional baseline odor monitoring program using the n-butanol comparative scale (“Task 1”) and also, developing a formal odor complaint response and training up to 10 Town personnel to respond to and assess odor complaints using n-butanol jar kits (“Task 2”), as more fully described in the Contract Documents as defined above.
3. TERM OF CONTRACT. This Agreement shall be in effect from August 21, 2025, and shall expire on August 21, 2026, unless terminated earlier pursuant to the terms hereof.
4. COMPENSATION.
 - A. The TOWN shall pay the CONTRACTOR as full compensation for the performance of the work outlined in Section 2 above the contract sum of \$7,800 for Task 1 and \$3,900 for Task 2, and any additional cost for travel to attend

Town Officials' meetings as needed for the Project in the sums set forth in the Billing Rates and Terms included in the Proposal. Additionally, with the formal prior written approval of the TOWN, the CONTRACTOR shall perform all or any authorized work as directed on a time and materials basis in the sums set forth in the Billing Rates and Terms included in the Proposal.

- B. The acceptance by the CONTRACTOR of final payment for items and/or services provided shall be deemed a release of the TOWN from any and all claims and liabilities under this Agreement.
 - C. Neither the TOWN's review, approval, or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the TOWN under the Agreement or any cause of action arising out of the performance of the Agreement.
 - D. The TOWN shall cancel this Agreement if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the current fiscal year as required by G.L. c. 30B, sec. 12(c)(3).
5. PAYMENT OF COMPENSATION. The Contractor shall submit monthly invoices (each an "Invoice") to the TOWN for services rendered. The TOWN shall make payments within thirty (30) days after its receipt of Invoice.
6. LIABILITY OF THE TOWN. The TOWN's liability hereunder shall be to make all payments when they shall become due, and the TOWN shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the TOWN or any elected or appointed official or employee of the TOWN, or their successors in office, personally liable for any obligation under this Agreement.
7. INDEPENDENT CONTRACTOR. The CONTRACTOR acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement, and shall not be considered an employee or agent of the TOWN for any purpose.
8. INDEMNIFICATION. The CONTRACTOR shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, arising out of the CONTRACTOR's breach of this Agreement or the negligent or intentional acts or omissions of the CONTRACTOR, or the CONTRACTOR's agents or employees. This obligation shall survive the termination or expiration of this Agreement.
9. INSURANCE.
- A. The CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts, and acceptable to the TOWN, as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$ 500,000 per occurrence
(or combined single limit)	\$1,000,000 per occurrence

Workers' Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum Coverage	\$1,000,000 per occurrence
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B. All policies shall identify the TOWN as an additional insured (except Workers' Compensation) and shall provide that the TOWN shall receive written notification at least 30 days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the TOWN upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Failure to provide or to continue in force such insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

10. ASSIGNMENT. The CONTRACTOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the TOWN.

11. TERMINATION. A. Termination for Cause. If at any time during the term of this Agreement the TOWN determines that the CONTRACTOR has breached the terms of this Agreement by negligently or incompetently performing the work, or any part thereof, or by failing to perform the work in a timely fashion, or by failing to perform the work to the satisfaction of the TOWN, or by not complying with the direction of the TOWN or its agents, or by otherwise failing to perform this Agreement in accordance with all of its terms and provisions, the TOWN shall notify the CONTRACTOR in writing stating therein the nature of the alleged breach and directing the CONTRACTOR to cure such breach within ten (10) days. The CONTRACTOR specifically agrees that it shall indemnify and hold the TOWN harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach regardless of its knowledge or authorization of the actions resulting in the breach. If the CONTRACTOR fails to cure said breach within ten (10) days, the TOWN may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement by giving written notice thereof to the

CONTRACTOR specifying the effective date of the termination. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon the date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the TOWN may have against the CONTRACTOR up to the date of such termination, and the CONTRACTOR shall be liable to the TOWN for any amount which it may be required to pay in excess of the compensation provided herein in order to complete the work specified herein in a timely manner. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN.

B. Termination for Convenience. The TOWN may terminate this Agreement at any time for convenience by providing the CONTRACTOR written notice specifying therein the termination date which shall not be sooner than ten days from the issuance of said notice. Upon receipt of said notice, the CONTRACTOR shall cease to incur additional expenses in connection with this Agreement. Upon such termination, the CONTRACTOR shall be entitled to compensation for all satisfactory work completed prior to the termination date, as determined by the TOWN, such payment not to exceed the fair value of the services provided hereunder.

12. INSPECTION AND REPORTS. The TOWN shall have the right at any time to inspect the work of the CONTRACTOR, including the right to enter upon any property owned or occupied by CONTRACTOR, whether situated within or beyond the limits of the TOWN. Whenever requested, CONTRACTOR shall immediately furnish to the TOWN full and complete written reports of its operation under this Contract in such detail and with such information as the TOWN may request.
13. ROYALTIES AND PATENTS. The CONTRACTOR shall pay all applicable royalties and license fees. In addition, the CONTRACTOR hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights and shall indemnify and hold the TOWN harmless from loss on account thereof.
14. SUCCESSOR AND ASSIGNS. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the TOWN nor the CONTRACTOR shall assign or transfer any interest in the Agreement without the written consent of the other.
15. COMPLIANCE WITH LAWS. The CONTRACTOR shall comply with all Federal, State, and local laws, rules, regulations and orders applicable to the work provided pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of such work.
16. NOTICE. Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid,

return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

- 17. SEVERABILITY. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

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

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

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

I certify that an appropriation is available in the amount of this Contract.

TOWN OF WEST STOCKBRIDGE, MA

By its: _____

Town Administrator

Town Accountant

Approved as to Form:

CONTRACTOR:

Town Counsel

(Signature)

Select Board Approval:

(Name and Title)

August 18, 2025

Marie Ryan
Town Administer
West Stockbridge Town Offices
21 State Line Road
West Stockbridge, MA 01266

Ref. 5005

Re: Scope of Work – Wiseacre Farm Odor Baseline and Compliant Response Training Tasks

Dear Ms. Ryan,

Tech Environmental, Inc. (Tech) previously completed a third-party review of the proposed odor control system upgrades at the Wiseacre Farm Cannabis Grow Facility after its first year of operation. Based on higher-than-anticipated odor, Tech recommended additional odor mitigation measures. While some recommendations were implemented, not all were adopted.

The facility committed to install what it considered adequate controls and agreed to revisit further improvements based on an odor mitigation report following the second year of operation. On behalf of the Select Board, Tech was retained on a time-and-materials basis to review the second-year odor control report and participate in Select Board discussions.

At the April 2025 Board meeting, the facility indicated willingness to implement further odor controls in exchange for a compliance declaration at a defined odor level, provided that the threshold would not later be ratcheted downward. While reasonable, this request is complicated by a wide gap between odor levels reported by residents and those acknowledged by the facility. Tech was asked to advise on establishing a clear, location-specific compliance threshold.

This request is distinct from the original task (“Is the proposed odor control sufficient?”). That earlier review focused on Best Management Practices (BMPs) for odor control—practical measures typically recommended for outdoor, area-source facilities with odor complaints. Establishing a compliance threshold, however, requires site-specific consideration of exposure, meteorology, distance, lines of sight, and odor attributes such as frequency, intensity, and duration.

Where full BMP installation and site access are provided, Tech typically:

1. Recommends and oversees BMPs.
2. Evaluates whether residual odors remain acceptable.
3. If needed, measures source data and models dispersion under varying conditions.

West Stockbridge Odor Baseline and Complaint Response – Wiseacre August 18, 2025

In this case, since not all BMPs were implemented and site access has been limited, Tech recommends a receptor-based approach consisting of:

- **Task 1 – Baseline Odor Monitoring**
- **Task 2 – Odor Complaint Response Program**

Task 1 – Odor Baseline Assessment

Tech recommends a baseline odor monitoring program during late summer and fall, coinciding with peak odor potential. This proactive program will establish a baseline odor profile under maximum mitigation performance. Actual and target baselines could later inform compliance thresholds.

Approach

- Conduct five odor monitoring rounds at the property fenceline and at nearby receptors (e.g., homes with prior complaints).
- Monitor under both peak and transitional conditions for reliability.
- Record meteorological conditions to select optimal monitoring times.
- Continue independent logging of resident complaints.

Method

Odor intensity will be assessed using the **n-butanol comparative scale** (ASTM E544), which:

1. Normalizes differences among observers by anchoring odor intensity perception.
2. Separates odor *intensity* from odor *character* (avoiding hedonic bias).

This allows Tech to objectively evaluate intensity, duration, frequency, and character—factors that together define odor nuisance potential.

Deliverables & Cost

- Five full-day evaluations (\$7,800, time and materials).
- Daily data sheets and a summary report correlating findings with complaints.
- Monitoring will occur along the property boundary (estimated fenceline positions since direct access was not granted).

Task 2 – Odor Complaint Response Program

Given the persistence of complaints and differing views of validity, Tech recommends establishing a **formal odor complaint response program**. MassDEP has required such programs at other odor-impacted facilities.

Approach

- Screen and train up to 10 Town personnel to respond to odor complaints using n-butanol jar kits.
- Provide standardized odor complaint forms to document frequency, intensity, duration, and odor character.
- Train responders to focus on documenting observations rather than assigning blame.

Participation Options

- A mix of administrative staff, BOH professionals, public works, and first responders, as successfully implemented in Ellsworth, ME.
- Town officials (e.g., Select Board, BOH Chair) may participate for oversight.
- Facility participation is encouraged but voluntary.

Deliverables & Cost

- n-Butanol jar kits (with maintenance instructions).
- Sensitivity screening of up to 10 individuals.
- Complaint response forms.
- Training session on kit use and data collection.
- Compilation of complaint records.
- Estimated cost: \$3,900 (time and materials).

Distinction Between Tasks

- **Baseline Study (Task 1):** Proactive monitoring at pre-selected times to define odor background conditions.
- **Complaint Response (Task 2):** Reactive documentation following odor complaints, providing supplemental and corroborative data.

Odor Expectations

Complete elimination of odor from outdoor cannabis cultivation is not realistic; however, no source should produce odors at levels that rise to a nuisance. Nuisance potential is evaluated by:

- Frequency of events
- Intensity
- Duration
- Odor offensiveness

The proposed program provides the Town with objective, defensible data on both baseline conditions and complaint-driven events.

Out of Scope

This proposal is limited to the two tasks described above. Services not included in the scope are: attending additional Select Board or other municipal board/committee meetings beyond those explicitly requested; conducting further odor baseline monitoring events beyond the five proposed rounds; providing additional training sessions or screening of new complaint responders beyond the initial group of up to ten participants; or responding directly to odor complaints on behalf of the Town. If such services are request, Tech will provide them as needed under the previous time and materials job number used to review the odor report and to attend the recent Select Board meeting this spring. Meetings. Attached are our time and materials costs and terms.

West Stockbridge Odor Baseline and Complaint Response – Wiseacre August 18, 2025

Next Steps

Tech is prepared to initiate Task 1 and Task 2 upon receipt of a signed agreement or purchase order. Please feel free to contact me at 781-890-2220 x33 or 781-718-9305 with any questions regarding this scope of work.

Sincerely,

TECH ENVIRONMENTAL, INC.


Michael T. Lannan, P.E.
President

Accepted by:

Name

Title

Date

n-Butanol Field Odor Intensity Method – ASTM E544

Tech staff have been using the ASTM E544 method for field odor monitoring for over 30 years. This method is copyrighted and therefore cannot be reproduced in full here. However, a useful summary was provided in a 2000 technical paper by St. Croix Sensory, which is still available on their website. Over the past 25 years, St. Croix Sensory has presented various versions of this summary at multiple events.

The method was first issued in 1975 and has been updated multiple times, including in 2010, 2018, and most recently in 2024.

Key Excerpts from St. Croix Sensory's 2000 Summary

(1) Referencing Suprathreshold Odor Intensity

ASTM E544-99, *Standard Practice for Referencing Suprathreshold Odor Intensity*, presents two methods for referencing the intensity of ambient odors:

Procedure A – Dynamic-Scale Method uses an olfactometer to deliver a continuous flow of a standard odorant (n-butanol) to an assessor. The assessor compares the odor intensity of a sample to a specific concentration level from the olfactometer.

Procedure B – Static-Scale Method uses bottles containing fixed dilutions of a standard odorant in water. Air pollution inspectors often use the Static-Scale Method in the field.

- **Procedure A:** Laboratory use only.
- **Procedure B:** Can be used both in the field and in a lab setting

(2) Odor Intensity Referencing Scales (OIRS)

Common butanol scales include:

- 12-point static scale starting at 10 ppm butanol (geometric progression of 2)
- 10-point static scale starting at 12 ppm (geometric progression of 2)
- 8-point dynamic scale starting at 12 ppm (geometric progression of 2)
- 5-point static scale starting at 25 ppm (geometric progression of 3)

The **5-point static scale** is generally the most repeatable in field conditions because:

- It is simpler and faster to use.
- The geometric mean spacing makes differences between jars easier to detect.
- The lower range better reflects typical off-site odor concerns.

ASTM E544 Scope (abridged)

1.1 This practice outlines a method for referencing the odor intensity of a material in the suprathreshold region.

1.2 The objective is to reference odor intensity **only**, rather than other odor properties.

1.3 The method compares the odor intensity of a sample to a series of reference odorant concentrations (commonly n-butanol).

Key benefit: As stated in Item 1.2, this method separates odor *intensity* from odor *character*. This helps assessors more objectively evaluate nuisance potential without bias from “what it smells like.”

Field Procedure (Static-Scale Method)

1. At the monitoring location, take an initial sniff of the ambient odor.
2. Sniff the headspace of **Jar #1** (weakest concentration) using a short, deliberate sniff to avoid olfactory fatigue.
3. Compare field odor intensity to Jar #1:
 - **Less intense** → Record as “<1”.
 - **Same intensity** → Record as “1”.
 - **More intense** → Move to Jar #2.
4. Repeat with successive jars, recording:
 - **Between jar intensities** (e.g., “1–2”) if intermediate.
 - **Exact match** with jar number if equal.
5. Continue until the field odor is weaker than the jar odor or you reach the highest jar.

Additional Observations

While the n-butanol scale isolates and normalizes intensity, nuisance assessments also require noting:

- **Frequency** (how often odor occurs)
- **Duration** (how long it lasts)
- **Character** (what it smells like)
- **Variability** (changes in character)
- **Modulation** (fluctuations in intensity)

When responding to complaints, these factors are typically captured on a standardized odor complaint form to ensure consistent responses from different personnel. For baseline studies conducted by trained odor professionals, site selection and monitoring frequency may be adjusted to characterize odor behavior in and around an area of concern.

MEMORANDUM

To: Marie Ryan, Town of West Stockbridge
From: Michael Lannan, P.E., Tech Environmental
Date: August 5, 2025
Subject: Understanding the N-Butanol Scale

This brief memorandum introduces the n-butanol scale and its intended purpose. The **n-butanol scale** is a standardized reference scale used in **odor monitoring to calibrate the human nose** and provide a **consistent method** for evaluating odor strength and sensitivity. It is particularly relevant in **environmental odor assessments**, including waste management, wastewater treatment, composting, manure, cannabis production, and industrial odor control.

What is n-Butanol?

n-Butanol (normal butyl alcohol) is a volatile organic compound with a **distinctive, recognizable odor**. It is used as the **reference substance** in many olfactometric methods due to its:

- Well-defined odor threshold
- Low toxicity at test concentrations
- Neutral hedonic tone (i.e. relative pleasantness)
- Availability and stability



How does the n-Butanol Scale Work?

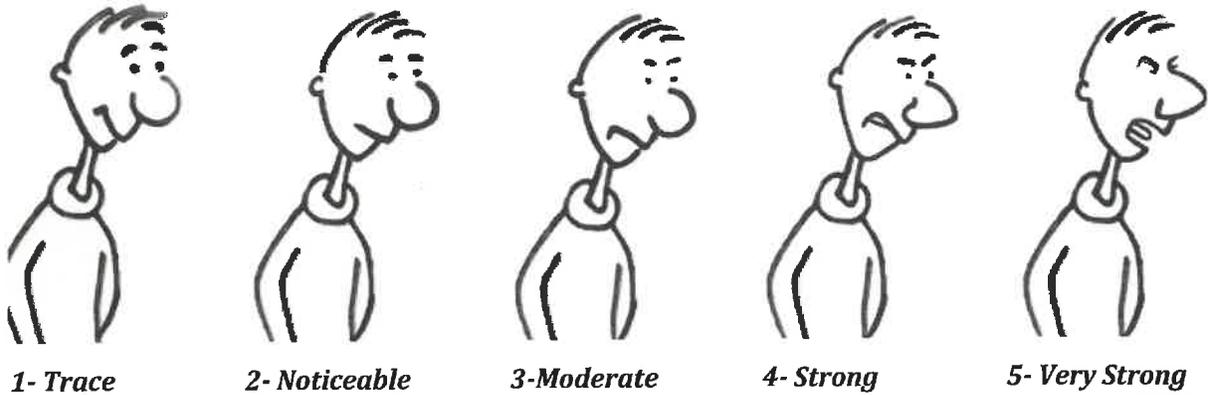
The **n-butanol scale** defines a series of **dilutions** of n-butanol in deionized water or air, which represent different **odor intensities** (ASTM E544).

It's typically used in **dynamic or field olfactometry** to:

1. Calibrate a **field olfactometer** (such as the Nasal Ranger).
2. Train panelists to recognize **standardized odor intensities**.
3. Provide a **semi-quantitative** measure of how strong an environmental odor is, compared to known n-butanol concentrations.

What are the Applications for Odor Monitoring?

- **Field Investigations:** Inspectors can compare environmental odors to n-butanol standards to assess **intensity** and document conditions.
- **Complaint Response:** Helps standardize odor reporting for regulatory purposes.
- **Panel Calibration:** Human panelists are trained using n-butanol dilutions to ensure they meet the **detection sensitivity requirements** for professional odor evaluations.



Why is the N-Butanol Scale Better than Simply Ranking the Odor on a Scale of 1 to 5?

- **Comparison to known standards:** Simply ranking something as noticeable, for example, does not allow the noticeable odor to be directly compared to other noticeable odors.
- **It Normalizes Human Olfactory Sense Variability:** If we compare two people one that has a very strong sense of smell and one that has a weaker sense, they could rank the same odor differently with simple ranking, but with the standards both will smell the odor from the source and the odor from the jar equally.

Does the N-Butanol Scale Alone Offer a Complete Assessment of Odor Nuisance Potential?

While the **n-butanol scale** provides a standardized method to quantify the **intensity or strength** of an odor, **nuisance potential** involves more than just intensity. In practice, **how often** an odor occurs (frequency), **how long** it persists (duration), and **how unpleasant or offensive** it is (hedonic tone) all contribute significantly to whether it rises to the level of a nuisance. Therefore, when using the scale in field monitoring, we do not evaluate intensity alone—we also observe **whether the odor is intermittent or constant**, how long it lasts, and whether it **disrupts normal use of the area**. To help us remember potential nuisance factors, we often refer to them as our dog FIDO...

Frequency
Intensity
Duration
Offensiveness



TIME & MATERIALS BILLING RATES AND TERMS

Effective January 1, 2024

Labor

Labor is charged on an hourly basis to clients. The current hourly rates are broken into three categories: Senior Engineers/Scientists, Managing Engineers/Scientists, and Project Staff. Both Senior Engineers/Scientists and Managing Engineers/Scientists are specialists with at least 10-15 years' experience in our focused services. Senior Engineers/Scientists are specialized technical experts in our focused services, who are not officers of the firm.

Senior Engineers/Scientists

Senior Engineer/Scientist VII	\$325
Senior Engineer/Scientist VI	\$320
Senior Engineer/Scientist V	\$315
Senior Engineer/Scientist IV	\$280
Senior Engineer/Scientist III	\$235
Senior Engineer/Scientist II	\$205
Senior Engineer/Scientist I	\$185
Senior Technician	\$120
Senior Administrative Assistant	\$75

Managing Engineers/Scientists

Managing Engineer, Scientist VII	\$325
Managing Engineer, Scientist VI	\$320
Managing Engineer, Scientist V	\$315
Managing Engineer, Scientist IV	\$280
Managing Engineer, Scientist III	\$235
Managing Engineer, Scientist II	\$205
Managing Engineer, Scientist I	\$185

Project Staff

Project Engineer, Scientist V	\$185
Project Engineer, Scientist IV	\$175
Project Engineer, Scientist III	\$160
Project Engineer, Scientist II	\$135
Project Engineer, Scientist I	\$105
Field Technician	\$95
Technician-in-Training	\$75
Administrative Assistant	\$55

Managing Engineers/Scientists are Project Managers with significant technical expertise that often complete some or all of the technical aspects of the projects while managing the projects. The Managing Engineers/Scientists category also include Client Officers that interact with the client, but also provide technical support, review, and approval.

Materials

Tech Environmental maintains an inventory of equipment that it can use for technical assessments on projects. Some of the equipment is intended for taking measurements, some for monitoring conditions, and some for collecting samples. This equipment is charged out at a rental rate that is priced competitively with equipment rental companies. The advantages of us providing the rental equipment is that (1) Tech can mobilize quickly, if and when required, and (2) the equipment is familiar and fully functional. The field equipment daily, weekly and monthly rates are:

Equipment	Daily Rate	Weekly Rate	Monthly Rate
Constant Flow Air Sampling Pumps	\$80	\$200	\$500
Peristaltic Pump	\$80	\$200	\$500
Bio-Pump (Zefon)	\$80	\$200	\$500
TSI Velocicalc Model 8360	\$100	\$200	\$500
Flux Chamber Point Odor/Air Sampling System	\$100	\$200	\$500
Flux Chamber Area Odor/Air Sampling System	\$125	\$300	\$600
Flux Chamber Sweep Air System	\$75	\$200	\$400
Jerome J605 Hydrogen Sulfide Analyzer	\$500	\$1,200	\$1,500
Teflon or Silicon Tubing (per 10-ft length rate)	\$30	\$30	\$30
Digital Dwyer Manometer	\$25	\$75	\$150
Nasal Ranger Field Dilution Module	\$200	\$400	\$900
Odor Intensity Kit Field Rental	\$200	\$300	\$500
Odor Intensity Kit Purchase (plus delivery)	\$500	\$500	\$500
GPS	\$25	\$75	\$150
Toughbook Field Laptop	\$50	\$150	\$300
2-meter Meteorological Station	\$80	\$200	\$500
10-meter Meteorological Station	\$200	\$300	\$600
Light Meter	\$25	\$75	\$150
Gastec or Drager Sample Pump System	\$30	\$90	\$180
10-Liter Tedlar Sample Bags (per bag rate)	\$30	\$30	\$30
Ozone Generator	\$100	\$200	\$500
OdaLogger	\$200	\$300	\$500
2 nd (and additional) OdaLogger	\$100	\$150	\$500
Sound Monitoring Equipment			
ANSI Type 1 Dynamic Sound Level Analyzer	\$500	\$1,200	\$2,400
Single ANSI Type 1 Sound Analyzer	\$400	\$700	\$1,600
2 nd (and additional) ANSI Type 1 Sound Analyzer	\$200	\$500	\$1,200
Long Term Sound Analyzer Environmental Protection Kit(s)	\$100	\$300	\$800

In the case of auto travel a fixed rate of \$0.75/mile applies. In-house report production costs for color copies of studies, designs, and reports that require more than 500 pages total, will be charged at \$0.10 per page. Projects that require specialty software, including but not limited to wind modeling, air dispersion modeling, interior acoustic modeling, and environmental noise modeling, etc., will be billed a flat fee of \$500 to cover software and maintenance/upgrade costs. Other materials, outside labor costs, or outside equipment rental or services are charged to clients at cost plus ten percent.

Terms and Conditions

Payment – Each invoice for Tech Environmental, Inc. (TE) goods and services is due and payable within thirty (30) calendar days of delivery of the invoice. Interest shall accrue on any unpaid balance at the rate of 1-1/2% per month from the 31st day following delivery of the invoice. No contract or agreement by the Client with any third party shall affect or impair Client's obligations to TE.

Suspension – If Client fails, for any reason, to pay any invoice within the aforesaid thirty (30) calendar day period, TE may give written notice of suspension to Client and, if Client fails to pay all overdue amounts due to TE within seven (7) days of the date on which such notice was delivered to Client, TE shall be entitled, without further notice, to suspend or terminate the performance, and the provision to Client, of all goods and services. TE shall not be liable for any damages or delays caused by such suspension, nor be deemed to have waived any right established hereunder or by law to collect overdue amounts.

Reperformance – TE assumes professional and technical responsibility for performance of services in accordance with recognized professional standards of good engineering practice. If any of TE's services in connection with a specific assignment fail to meet the aforesaid standards, and Client advises TE thereof in writing within one (1) year after completion of such assignment, TE agrees to reperform the deficient portion of such services without charge to the Client up to a maximum amount equivalent to the compensation received for the deficient services rendered.

Disclaimers and Limitations on Liability – EXCEPT AS PROVIDED IN THE PREVIOUS PARAGRAPH, NO WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, IS MADE WITH RESPECT TO THE GOODS AND/OR SERVICES FURNISHED BY TE AND ALL IMPLIED WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TE BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUES, INTEREST, CLAIMS OF CUSTOMERS, LOSS OF FACILITY USE, REPLACEMENT POWER COSTS, DAMAGE OR INJURY TO THE ENVIRONMENT, INCREASED EXPENSE OF OPERATIONS, LOSS BY REASON OF SHUTDOWN OR LATE COMPLETION, OR ANY OTHER CONSEQUENTIAL, SPECIAL OR INDIRECT LOSS OR DAMAGE AND, CLIENT HEREBY RELEASES TE AND PERSONNEL FROM ANY AND ALL SUCH LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, IRRESPECTIVE OF FAULT, NEGLIGENCE, OR STRICT LIABILITY. Under no circumstances shall TE's Personnel be liable personally for any obligations of TE or its suppliers and subcontractors or their employees arising under any agreement with Client or in connection with the provision of goods and services to Client. Client and TE recognize and agree that TE and its Personnel bear no responsibility for the creation, existence, presence, transportation, handling, disposal, storage and/or other operations or activities in relation to toxic, hazardous, radioactive, infectious, or other dangerous gas, vapor, smoke, fumes, soot, acid, alkali, chemical, metal and/or biological, fluid, liquid, or solid irritant, contaminant, pollution, waste, and/or other substance, material, or condition in relation to the work, whether at the site of services or elsewhere; and further, TE's compensation is in no way commensurate with the risks of personal or bodily injury, death and/or property damage associated with such activities and/or substances.

Notices – All notices shall be in writing and shall be deemed delivered as follows: (a) upon receipt if delivered personally, by courier service, or certified mail, return receipt requested to the party to be notified; (b) when sent by electronic mail or by confirmed facsimile if sent during normal business hours of the recipient or, if not, then on the next following business day; or (c) four (4) calendar days after having been sent by prepaid first class mail.

Miscellaneous Provisions - These terms and all matters arising between the parties including, without limitation, any matter regarding the relationship of the parties, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to or the application of its conflict or choice of law rules or provisions. Any action brought in relation to these terms, or in regard to the relationship of the parties, shall be brought before a federal or state court located in Massachusetts. These terms may not be modified or waived except in a written instrument executed by an authorized representative of TE.

Town of West Stockbridge One Day Liquor License Application

Name of Responsible Party: Jared Gelormino

Address: 2 Moscow Rd W. Stock

Contact Number: 727 520 3580

Organization holding event: Turnpark

Location of Event: 2 Moscow Rd

Date and Time of Event: Oct 11th 4-8 pm

Type of Event: Fairy House Festival

Non Profit Organization Other than Non-profit

ALL ALCOHOL BEER & WINE

Circle One

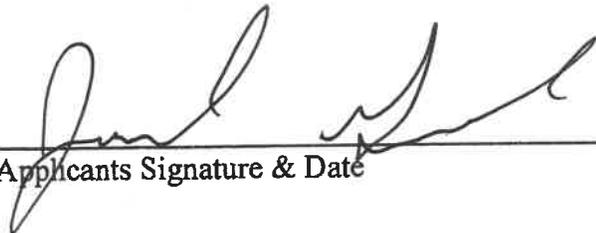
Has permission been received from property owner to hold this event? Yes

Who is serving the alcohol? myself and one other Tipps certified employee

Have servers had training in Alcohol service? yes

Do you have a Liquor Liability Insurance Policy? yes

I, the undersigned, understand and agree to the restriction and responsibilities of holding a One Day Alcohol License and certify that I am not prohibited from holding such license. I agree that the Town of West Stockbridge is in no way responsible for the actions of the applicant.


Applicants Signature & Date

9/8/25

Local Licensing Authority Signature & Date

The applicant named on the One Day application shall, at all times during which alcoholic beverages are being sold shall be available to the licensing authorities during all such times unless some other person similarly qualified, authorized and satisfactory to the licensing authorities and whose authority to act in place of such applicant shall first have been certified to the licensing authorities in the manner aforesaid, is present in the premises and is acting in the place of such applicant. The full name, residential address, business and home telephone numbers of said applicant must appear on the One Day application, as well as proof that they are certified to hold such a license. Failure to have such information on file and current shall alone be sufficient cause for revocation or suspension of such license, as well as future licenses.

Licensees are responsible for ensuring that minors are not served alcoholic beverages and are not drinking alcoholic beverages on the licensed premises, whether served to them by an employee or handed to them by any other patron. All servers must be at least 18 years of age to serve.

All applicants must be of good moral character to obtain a One Day Liquor License hereunder.

TurnPark Art Space Fairy House Festival
October 11th 2025 4-8pm

To the West Stockbridge Select Board,

TurnPark's Fairy Festival will be a low key and fun event for the whole family. The event will consist of fairy themed games and activities, aerialists, costumed performers, professionally made fairy houses as well as a Fairy house competition that is open to the public. The majority of the music will be either recorded or acoustic, with one exception being a solo electric folk musician. Although this is not an event at which we expect to sell a lot of alcohol, we will have a specialty cocktail, wine and beer available as well as a food vendor.

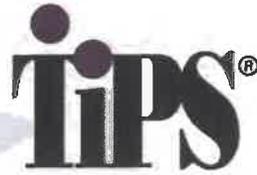
Thank you for your time!

Respectfully,

Jared Gelormino

Technical Director

TurnPark Art Space



A 360TRAINING COMPANY

CERTIFICATE OF COMPLETION

This certifies that

Jared A Gelormino

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours
3.00

Completion Date
05/29/2023

Expiration Date
05/28/2026

Certificate #
ON-000028911990

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)

TIPS On-Premise **CERTIFIED**

Issued: 05/29/2023 Expires: 05/28/2026
Certificate #: ON-000028911990

Jared A Gelormino
PO Box 194
West Stockbridge MA 01266

TIPS | **360 TRAINING**
A 360TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Ryan, Marie

From: Chris Powell <cpowell@wsaht.org>
Sent: Thursday, September 11, 2025 11:06 AM
To: Ryan, Marie
Subject: WSAHT - appointing Steve Mack as voting member

Morning Marie!

At our affordable housing meeting last night, we held a vote to appoint Steve as a voting member. 4-0 in favor. Not sure if that vote was necessary, but we'd like to move forward with getting this on the agenda for the next Select Board meeting to complete the process of shifting Steve's position.

Please let me know if you need anything else from our end. Thanks, Marie!

Chris

Ryan, Marie

From: Michael Bolognino mbolognino@weststockbridge-ma.gov
Sent: Monday, September 8, 2025 10:28 AM
To: Ryan, Marie
Subject: Re: mtg with SB

Here's a rough sketch -- it can be red like the library sign if they prefer. And I will try to match the font and arrow shape as much as possible when we print it. Thanks!



On Mon, Sep 8, 2025 at 9:11 AM Ryan, Marie <Admin@weststockbridge-ma.gov> wrote:

Perfect!

From: Michael Bolognino mbolognino@weststockbridge-ma.gov
Sent: Monday, September 8, 2025 9:10 AM
To: Ryan, Marie <Admin@weststockbridge-ma.gov>
Subject: Re: mtg with SB

DOOG PARK

GRAND OPENING

OCTOBER 5

12-3PM



TOWN HALL | 21 STATE LINE RD



TOWN OF WEST STOCKBRIDGE
One Day Entertainment License Application
\$25.00

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws, Ch.140 Sec.183A amended, Ch.351, Sec.85 of Acts of 1981 and Ch.140 Sec.181.

Name: Amy Brentano

Business/Organization: Foundry West Stockbridge LLC

D/B/A (if applicable): The Foundry

Address: 2 Harris Street West Stockbridge MA 01266

Mailing Address: PO Box 151 West Stockbridge MA 01266

Phone Number: 413 441-7856

Email: amy@thefoundryws,.com

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

Live band with up to ___ pieces, including singers Public Show x

INCLUDES: Live music Recorded music x Dancing by entertainers/ performers x

Dancing by patrons Amplification system x Theatrical exhibition

Floorshow Play Moving picture show Light show Jukebox

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (M.G.L. Chp.140 Sec.183A)

___ YES

x NO

Exact Location of Entertainment (include sketch): The Foundry Green

Day of Entertainment*: Saturday, October 4
***Does not include SUNDAY**

Start & End Times of Entertainment: 3-4:30PM

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

- Food Temporary Bathrooms Tents Stages Temporary Signs x
Electrical Permits Building Permits Police Traffic Details Street Closures
Alcoholic Beverages

In the event of a change in type of entertainment or hours/day different than indicated above, a new application will be required and a new license will be issued.

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

Amy Brentano
Signature of Individual or
Corporate Officer

September 10, 2025
Date

TOWN USE ONLY:

Review with Conditions: _____

APPROVAL DATE: _____

LICENSE # _____

TOWN OF WEST STOCKBRIDGE
PLAN TO COMPLY WITH
CANNABIS CONTROL COMMISSION EQUITY MANDATES

INTRODUCTION

Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”) made numerous changes to Massachusetts’ cannabis laws, G.L. c. 94G, effective November 9, 2022, including those governing Host Community Agreements (“HCAs”). Pursuant to the Act, the Cannabis Control Commission (the “Commission”) implemented regulations, 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.* (the “Regulations”), which require municipalities to promote and encourage full participation in the regulated marijuana industry during HCA negotiations with people from communities that were disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.

PURPOSE

On August 1, 2025, the Town received a “Notice of Outstanding Host Community Municipal Equity Submission” (the “Notice”) from the Commission, mandating that the Town comply with the equity standards the Commission adopted pursuant to 935 CMR 500.181 and 501.181. Therefore, in accordance with the Notice and Regulations issued by the Commission, the Town of West Stockbridge hereby adopts this Plan.

SCOPE

This Plan shall apply to HCA negotiations with Social Equity Businesses, Social Equity Program Participants, Economic Empowerment Priority Applicants, and other all other Applicants seeking to locate and operate a Marijuana Establishment and/or Medical Marijuana Treatment Center in the Town of West Stockbridge; provided however, that nothing in this Plan shall be construed to supersede federal, state and local laws. In the event of a conflict between this Plan and relevant federal or state laws or regulations, certain provisions of this Plan may be suspended pending clarification of applicable law.

Terms used in this Plan shall have the meaning ascribed to them in the Regulations. The Town does not discriminate against members of protected classes defined under Massachusetts state law in the administration of this Plan. As reflected in the Commission’s Regulations, it is the Commission (and not the Town) that determines an applicant’s status as a Social Equity Business, Social Equity Program Participant, and/or Economic Empowerment Priority Applicant.

PLAN

It is the Town’s intention to comply with the Commission’s regulatory requirements, insofar as they are consistent with federal, state, and municipal anti-discrimination laws and regulations. Accordingly, subject to the foregoing, the Town shall:

1. Establish transparent practices to promote and encourage full equity participation by

publicizing this Plan and the information required by Commission's equity standards at 935 CMR 500.181(3)(b) and 935 CMR 501.181(3)(b), in a conspicuous location at its offices and on its website, including:

- a. All required steps of the local approval process including, but not limited to, all associated fees, deadlines, and meeting schedules for local bodies involved;
 - b. Identification of key individuals involved in the local approval process, including, but not limited to, their name, title, business address, and business contact information such as email address or phone number;
 - c. A list of all documentation required in the local approval process, in downloadable form and paper form;
 - d. Identification of application criteria for local approval to operate a Marijuana Establishment and/or Medical Marijuana Treatment Center and scoring methodologies relied on by the Town;
 - e. General scoring information for all applicants and scoring of each individual applicant;
 - f. An explanation, in narrative form, of reasoning for the approval or denial of an application; and
 - g. Any other information required by the Commission.
2. Adhere to the Commission's best practices for HCA negotiations in accordance with 935 CMR 500.181(3)(c) and 935 CMR 501.181(3)(c) by using a standard evaluation form that scores components of completed HCA applications. The evaluation form will include consideration of equity in the overall evaluation score, which will comprise not less than twenty-five percent (25%) of the total evaluation score.
 3. Prioritize negotiations of HCAs with Equity Parties in accordance with 935 CMR 500.181(4)(a) and 935 CMR 501.181(4)(a).
 4. Adhere to the Commission's required practices for HCA negotiations with Equity Parties in accordance with 935 CMR 500.181(4)(c) and 935 CMR 501.181(4)(c).
 5. Publish data regarding its total Applicant pool, which shall identify each pre-verified or verified SEB, Social Equity Program Participant, or Economic Empowerment Priority Applicant. Additionally, the Select Board shall publish the standard evaluation form for each Applicant.
 6. Consider waiving or reducing fees for Equity Parties, but not limited to application fees and community impact fees.
 7. Limit consideration of HCA applications for Marijuana Delivery Licenses to only Equity Parties until at least April 2026, concurrent with the Commission's current exclusivity period.

This Plan was enacted by the Select Board by vote at its regularly scheduled meeting on _____, 2025, duly posted and noticed.

Host Community Agreement Evaluation Form

Applications will be reviewed by the Town Administrator to determine if the Applicant has submitted the requisite information needed to proceed with negotiation of a Host Community Agreement (“HCA”).

A scoring system of 0-7.5 (0 being unacceptable and 7.5 being highly advantageous) will be applied to all evaluation metrics, except for the equity metric, which is worth 25 points. Applicants who score a 60 and higher on this Form, will be invited to enter into negotiations for an HCA.

Applicants may be asked to meet with the West Stockbridge Select Board to present their information and respond to questions.

The Town reserves the right to reject any application deemed to be incomplete; however, the Town may, at its discretion, request that the omitted information or further clarifications be provided by the Applicant.

I. Applicant Information

1. Name of Applicant: _____
2. Name of Business Entity: _____
3. License Type(s) Sought (select all that apply):

- Craft Marijuana Cooperative
- Independent Testing Laboratory
- Marijuana Courier
- Marijuana Cultivator
- Marijuana Delivery Operator
- Marijuana Establishment with a Delivery Endorsement
- Marijuana Product Manufacturer

- Marijuana Retailer
- Marijuana Microbusiness:
- Product Manufacturing
- Cultivation
- Marijuana Research Facility
- Marijuana Transporter
- Third-party Transporter
- Existing Licensee Transporter

II. Evaluation Metrics

EVALUATION METRICS	TOTAL POINTS AVAILABLE	POINTS AWARDED	REASONING
<p>Cannabis Business Applicant's management and operations team demonstrates prior experience in commercial cannabis ventures or other relevant experience in relevant fields.</p>	7.5		
<p>Diversion Prevention and Operational Plans Applicant has presented high quality and well-formulated management, and operations plans.</p>	7.5		
<p>Financial Feasibility The Applicant's proposal demonstrates market and financial feasibility.</p>	7.5		
<p>Positive Impacts//Community Involvement Community connection and local residency The Applicant has made commitments and other plans for positive community impact</p>	7.5		
<p>Security The Applicant's security plan clearly demonstrates that it meets professional standards, was prepared by a qualified professional, and has been reviewed by the local police and local fire departments.</p>	7.5		
<p>Nuisance Mitigation The Applicant has addressed the potential detrimental municipal impacts and proposed acceptable mitigation measures.</p>	7.5		

<p>Location and Traffic Management The Applicant has addressed parking and traffic management for the proposed location; The Applicant's proposal fits within the Town's goals for geographic diversity in the locations.</p>	7.5		
<p>Timeline The Applicant shows a reasonable proposed timeline for commencing operations including but not limited to permitting, licensing from the Commission, inspections, construction, etc.</p>	7.5		
<p>Compliance Applicant demonstrates knowledge and understanding of licensing procedures, as well as local laws, state laws and federal laws concerning cannabis.</p>	7.5		
<p>Labor and Employment The Applicant has a described plan for hiring local vendors and employees.</p>	7.5		

<p>Equity Applicants meeting one or more of the criteria listed below will be awarded full points for this section as required by 935 CMR 500.181(3)(c) and 935 CMR 501.181(3)(c):</p> <ul style="list-style-type: none"> a. the Applicant is pre-verified or verified as a Social Equity Business pursuant to 935 CMR 500.101(7) or 935 CMR 501.101(4); b. the Applicant is a Social Equity Program Participant; c. the Applicant is an Economic Empowerment Priority Applicant; d. the Applicant or pre-verified individual or entity has a prior Marijuana- related criminal offense or conviction; e. the Applicant or pre-verified individual or entity is part of an Area of Disproportionate Impact, as identified by the Commission; or f. the Applicant is of Black, African American, Hispanic, Latino, Native American, or indigenous descent, or a majority of a pre-verified entity or Applicant entity is comprised of individuals that are of Black, African American, Hispanic, Latino, Native American or indigenous descent. 	<p>25</p>	
<p>TOTAL</p>	<p>100</p>	