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COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT  
SUPERIOR COURT DEPARTMENT

BERKSHIRE, ss.

Docket No. 2476CV00041

D2N2, LLC d/b/a  
CALYX BERKSHIRE DISPENSARY

Plaintiff

v.

STEPHEN BANNON, Chair of Selectboard and  
THE TOWN OF GREAT BARRINGTON

Defendants.

THE COMMONWEALTH OF MASSACHUSETTS  
BERKSHIRE S.S. SUPERIOR COURT

FILED

MAR 04 2024

FILED

*John A. Laporte*

**VERIFIED COMPLAINT FOR  
DECLARATORY JUDGMENT AND DAMAGES**

NOW COMES the Plaintiff D2N2, LLC d/b/a Calyx Berkshire Dispensary ("Calyx" or "Plaintiff") and complains against Defendants Stephen Bannon, Chair of Selectboard ("Bannon") and the Town of Great Barrington ("Great Barrington" or "Town") as follows:

**PRELIMINARY STATEMENT**

1. Calyx and the Town entered into a contract, the Host Community Agreement ("HCA"), and a Renewal HCA, pursuant to which both parties undertook certain obligations. See Exhibits 1 and 2. Calyx has performed all its commitments pursuant to the contract, paying over \$392,742.55 to the Town since 2020, but the Town has failed to comply with its obligations and has collected the community impact fees without substantiating any costs imposed on the Town related to the operation of Calyx. As required for its annual license renewal, Calyx requested the documentation supporting the Town's imposition of the community impact fee, but the Town failed to provide any documentation of costs related to Calyx's operations and represented that

there were no costs imposed on the Town as a result of Calyx's operation there. Accordingly, Calyx brings a claim for breach of contract and seeks damages and a refund of all community impact fees paid. Calyx also seeks a declaratory judgment that the Town cannot seek to recover any impact fee from Calyx in the absence of proof of such costs, and that given that the Town has failed to produce any such costs, no impact fee is due or was properly owed and that a refund from the Town of all funds paid is due. Finally, Calyx requests an injunction prohibiting the Town from spending the fees collected and prohibiting collecting any further fees until such time as the required documentation is produced to substantiate the alleged costs.

### **PARTIES AND JURISDICTION**

2. Plaintiff D2N2, LLC d/b/a Calyx Berkshire Dispensary ("Calyx") is a Massachusetts limited liability company with a business address of 307 Main Street, Great Barrington, MA 01230. Donna Norman is the CEO and Manager of Calyx and executed the HCA.

3. Defendant Stephen Bannon is the Chair of the Selectboard of the Town of Great Barrington. Defendant Town of Great Barrington is a municipality within the Commonwealth of Massachusetts and has offices at the 334 Main Street, Great Barrington, Massachusetts, 02130. Selectperson Bannon executed the HCA on behalf of the Town.

4. Jurisdiction is proper in this Court pursuant to M.G.L. c. 212 § 4.

5. Venue is proper in this Court pursuant to M.G.L. c. 223 § 1.

### **FACTUAL BACKGROUND**

6. On November 8, 2016, Massachusetts voters voted in favor of a ballot initiative known as "Question 4" authorizing the limited adult use of marijuana and the licensing of

marijuana establishments. The ballot initiative became Chapter 334 of the Acts of 2016 and created the “Regulation and Taxation of Marijuana Act, G.L. c.94G (“2016 Marijuana Act”).

7. On July 19, 2017, the Massachusetts Legislature passed a bill (H.3818) to amend Chapter 334 and the law it created, G.L. c.94G, as well as create additional laws relating to adult and medical use of marijuana. The bill became Chapter 55 of the Acts of 2017 (“2017 Marijuana Act”) and was signed by the Governor on July 28, 2017. The 2017 Act created the Cannabis Control Commission (“CCC”) and also placed limits and restrictions on municipal control over the siting of marijuana establishments. The Act has since been amended.

8. On March 7, 2018, the CCC promulgated final regulations at 935 CMR 500, which have since been amended.

9. The CCC is required by law to engage in a licensing process for marijuana establishments. During the application process, applicants must have executed a Host Community Agreement (“HCA”) with the municipality.

10. G.L. c. 94G, as it existed prior to November 9, 2022, provided that the HCA may include a community impact fee of up to 3% of gross sales to be paid to the host community, provided that such fee is reasonably related to real costs imposed on the municipality due to the establishment operating there; the community impact fee may not be effective for longer than five years; and any cost to the Town imposed by the operation of a marijuana establishment must be documented and considered a public record under Massachusetts public records laws, G.L. c.4 §7 cl. 26 and G.L. c.66 §10.

11. Calyx is licensed to operate a Licensed Marijuana Establishment (“LME”) at 307 Main Street, Great Barrington.

12. Calyx was granted its final license by the CCC on or about October 27, 2020.

13. Calyx commenced operations on or about November 16, 2020.
14. Prior to receiving its CCC license, Calyx entered into an HCA with the Town dated June 21, 2018. See Exhibit 1.
15. Bannon, as Chair of the Selectboard of the Town, executed the HCA on behalf of the Town.
16. Pursuant to the HCA, Calyx agreed to pay a community impact fee pursuant to the provisions of the HCA and Massachusetts law.
17. The HCA provides that “the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of an Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.” HCA at p. 1, para. 4.
18. The HCA also provided that Calyx “shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross revenue from marijuana and marijuana product sales at the Establishment.” HCA § 2(A)(1).
19. The HCA provided that “The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.” HCA § 2(A)(3).
20. Pursuant to the HCA, the Town agreed “to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met.” HCA § 10.

21. Furthermore, the HCA provides that it is governed by the laws of the Commonwealth of Massachusetts. HCA § 15.

22. Pursuant to the HCA, Calyx made an initial payment of \$9,213 in 2020 and subsequent impact fee payments beginning on June 28, 2021, and totaling \$392,742.55 to date.

23. Prior to November 9, 2022, M.G.L. c. 94G, § 3(d) provided: "Any cost to a Town or town imposed by the operation of an [ME or MTC] shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4."

24. The associated regulations in effect prior to November 9, 2022 provided:

A [ME or MTC] shall submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a Town or town reasonably related to the operation of the establishment, which would include the Town's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the Town or town. The request should state that, in accordance with M.G.L. c. 94G, § 3( d), any cost to a Town or town imposed by the operation of a [ME or MTC] shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26."

935 CMR 500.103; 935 CMR 501.103.

25. Thus, an ME or MTC licensee was required to seek documentation of the cost imposed by its operations in the host community as part of its annual renewal.

26. On or about November 6, 2020, Calyx submitted its licensing request to the Town, and on November 9, 2020, the Town sent Calyx a letter stating that there had been zero sales as a result of the licensing delay.

27. Thereafter, Calyx commenced operations on November 16, 2020.

28. The CCC renewed Calyx's license approval request on January 15, 2021.

29. Calyx made community impact fee payments to the Town of \$9,213.00 in 2020, and \$33,316.61 on June 28, 2021, \$2,126.48 on July 7, 2021, \$51,675.17 on August 20, 2021, \$58,966.31 on October 1, 2021.

30. Calyx made its request for the Town's documented costs as required for its annual license renewal, and on or about October 15, 2021, the Town responded by letter stating:

The Town of Great Barrington has reviewed their records covering the period of November 2020 to present date, and have concluded that no significant costs have been imposed on the Town related to the operation of your establishment, Calyx Berkshire Dispensary. At this time, we do not foresee or anticipate any expenses resulting from this operation.

See Exhibit 3.

31. Thus, there were no costs imposed on the Town due to Calyx operating there from November 2020 to October 2021.

32. At the time of Calyx's request for documented costs in October 2021, Calyx had paid \$155,297.57.

33. Calyx made community impact fee payments to the Town of \$61,322.76 on January 3, 2022, \$47,012.37 on April 18, 2022, \$36,509.01 on July 11, 2022, and \$37,154.55 on October 10, 2022.

34. On or about October 19, 2022, Calyx requested the Town's documented costs as required for its annual license renewal.

35. The Town responded by letter dated October 24, 2022, stating:

The Town of Great Barrington has reviewed our records covering the period of November 2021 to present date, and concluded that no significant costs have been imposed on the Town related to the operation of your establishment, Calyx Berkshire Dispensary. At this time, I do not foresee or anticipate any direct expenses resulting from this operation.

See Exhibit 4.

36. Thus, there were no costs imposed on the Town due to Calyx operating there from November 2021 to October 2022.

37. As of October 19, 2022, at the time of Calyx's second request for documented costs, Calyx had paid \$337,296.26 in community impact fee payments to the Town.

38. The Town has failed to provide any documented costs pursuant to G.L. c. 94G §3(d) as it existed prior to November 9, 2022.

39. The Legislature amended G.L. c. 94G, §3(d), effective November 9, 2022. See Chapter 180 of the Acts of 2022, "An Act Relative to Equity in the Cannabis Industry" (the "Act").

40. G.L. c. 94G, §3(d)(2)(i) (effective November 9, 2022), provides:

Notwithstanding any general or special law to the contrary, a host community agreement may include a community impact fee for the host community; provided, however, that no host community agreement shall include a community impact fee after the eighth year of operation of a marijuana establishment or a medical marijuana treatment center. The community impact fee shall: (A) be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center, as documented pursuant to subparagraph (iii); (B) amount to not more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center; (C) not be effective after the marijuana establishment or medical marijuana treatment center's eighth year of operation; (D) commence on the date the marijuana establishment or medical marijuana treatment center is granted a final license by the commission; and (E) not mandate a certain percentage of total or gross sales as the community impact fee.

41. Additionally, the amendments provide that the community impact fee shall not include any additional payments or obligations, including, but not limited to, monetary payments, in-kind contributions and charitable contributions to the host community or any other organization and that the payment of the community impact fee shall be due annually to the host community, with the first payment occurring not sooner than upon the first annual renewal by the

commission of a final license to operate the marijuana establishment or medical marijuana treatment center. G.L. c. 94G, §3(d)(2)(ii) (eff. Nov. 9, 2022).

42. The amendments also provide that any cost imposed upon a host community by the operation of a marijuana establishment shall be documented by the host community and transmitted to the licensee not later than 1 month after the date of the annual renewal of a final license to operate the marijuana establishment or medical marijuana treatment center and shall be a public record as defined by clause Twenty-sixth of section 7 of chapter 4 and chapter 66. If a licensee believes the information documented and transmitted by a host community is not reasonably related to the actual costs imposed upon the host community in the preceding year by the operation of the marijuana establishment or medical marijuana treatment center, the licensee may bring a breach of contract action against the host community and recover damages, attorneys' fees and other costs encompassed in the community impact fee that are not reasonably related to the actual costs imposed upon the city or town. G.L. c. 94G, §3(d)(2)(iii) (eff. Nov. 9, 2022).

43. The Legislature also provided additional authority to the CCC pursuant to G.L. c. 94G, §3(d)(3) which provides that "[t]he commission shall review and approve each host community agreement as part of a completed marijuana establishment or medical marijuana treatment center license application and at each license renewal" and ordered the CCC to issue rules and promulgate regulations necessary to implement this subsection. G.L. c. 94G, §3(d)(6) (eff. Nov. 9, 2022).

44. The CCC issued amended regulations, 935 CMR 500, effective October 27, 2023.

45. Calyx's HCA was due to be renewed on or before June 21, 2023. Calyx first requested a meeting to discuss the renewal HCA in early 2023.

46. After months of delay, the Town and Calyx executed a renewal HCA dated June 28, 2023 ("Renewal HCA"). See Exhibit 2.

47. The Renewal HCA provides that "the Parties intend by this Amendment to satisfy the provisions of G.L. c. 94G, §3(d) applicable to the operation of the Facility." Renewal HCA, p.1.

48. The Renewal HCA amended Section 2(A) to conform to the amendments to G.L.c. 94G. Specifically, the Renewal HCA provides:

Annually, within 30 days of the date of the annual renewal of a final license to operate the Facility, the Selectboard may assess a Community Impact Fee upon the Company by sending a written invoice to the Company. The Company shall annually provide written notice to the Town within ten days of the license renewal by the Cannabis Control Commission. The Community Impact Fee shall reasonably relate to all costs imposed upon the Town by the operation of the Facility in the prior license year period. Along with the invoice, the Town shall provide documentation required pursuant to G.L. c.94G, §3(d)(2)(iii).

49. Calxy made community impact fee payments to the Town of \$30,848.16 on January 14, 2023 and \$24,598.13 on April 19, 2023.

50. On or about October 2, 2023, Calyx made its third request for the documented costs for its annual renewal. The Town did not respond, and Calyx made a follow up request on October 23, 2023.

51. The Town responded on October 23, 2023, apologizing for the delay but not providing any documented costs. Calyx made additional follow up requests on October 28 and 30, 2023.

52. On or about October 31, 2023, the Town provided its response stating:

The Town of Great Barrington has reviewed its records covering the period of November 2022 to the present date for the purpose of determining costs imposed upon the Town by the operation of your marijuana establishment, Calyx Berkshire Dispensary. The Town has not identified any significant, direct costs related to the operation of the establishment during that time period. At this time, the Town has

not identified any anticipated significant direct costs related to future operation of the establishment.

See Exhibit 5.

53. The Town's October 31, 2023, response failed to document any costs and specifically states that there were no costs and that there were no anticipated costs related to future operation of the establishment.

54. As of October 31, 2023, at the time of Calyx's third request for documented costs, Calyx had paid \$392,742.55 in community impact fee payments to the Town.

55. Thus, the Town has failed to provide any documented costs pursuant to G.L. c. 94G §3(d) as amended.

56. The impact fee payments are deposited into the Town's general fund.

57. The Town has breached the HCA and is in violation of state law because the Town has not provided any documented costs and the impact fee is not reasonably related to costs resulting from the operation of Calyx.

58. Pursuant to both the original G.L. c. 94G, §3(d) and as amended, a community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment.

59. Community impact fees that are "reasonably related" are those that compensate the municipality for its anticipated and actual costs resulting from the operation of the marijuana establishment. The fee must bear some reasonable relation to the costs of providing municipal services or other benefits to the marijuana establishment and not merely be a fee without a sufficient basis and justification. *See CCC Guidance on Host Community Agreements, Revised by the Commission: January 16, 2020, at p. 4.* There must be a proportionality between the cost or impact claimed by the community and the fee required of the marijuana establishment. *See id.*

at p. 5. citing *Koontz v. St. John's River Water Management District*, 133 S. Ct. 2586 (2013) and Attorney General's letter on Hanover Annual Town Meeting Warrant Articles #22 and 23 (Zoning), December 1, 2014.

60. Reasonably Related means a demonstrable nexus between the actual operations of a Marijuana Establishment or MTC and an enhanced need for a Host Community's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Host Community shall not be considered Reasonably Related. 935 CMR 500.002 effective 10/27/23.

61. The CCC also interprets the "community impact fee" as needing to comply with applicable legal requirements established in the decisional law. In the municipal context, "regulatory fees" can be imposed based on the municipality's power to regulate businesses or activities within its borders, but only if certain requirements are met: (1) The fee must be charged in exchange for a service which benefits the ME or MTC paying the fee in a manner not shared by other members of the public; (2) It is paid by choice, in that the ME or MTC paying the fee has the option of not utilizing the service and thereby avoiding the charge; and (3) It is collected not to raise revenues but to compensate the municipality providing the services for its expenses. See CCC Guidance, *supra*, citing *Denver St. LLC v. Town of Saugus*, 462 Mass. 651, 652-653 (2012), citing *Emerson College v. Boston*, 391 Mass. 415, 424-425 (1984).

62. Calyx requested the documented costs to the Town imposed by the operation of Calyx as required by M.G.L. c. 94G, § 3(d) in its original form and as amended, but the Town has failed to comply with the terms of the HCA or Massachusetts law.

63. The Town has collected \$392,742.55 in community impact fees from Calyx and has not produced documented costs to show that the Town has incurred \$392,742.55 in costs

reasonably related to the operations of Calyx and has stated that no costs were imposed on the Town by Calyx's operation there.

64. Calyx requests a refund of all community impact fee payments because they were assessed in violation of the HCA and state law.

65. As a result of the Town's failure to comply with the terms of the HCA, Calyx has been and continues to be damaged.

#### **COUNT I—BREACH OF CONTRACT**

66. Plaintiff repeats and realleges the allegations contained within the above paragraphs as if fully restated herein.

67. The HCA and Renewal HCA constitute contracts between Calyx and the Town.

68. Calyx has satisfied all conditions and responsibilities of the contracts.

69. The Defendant Town has failed to perform its obligations, specifically by failing to produce the documentation required by G.L. c. 94G to support the community impact fee and by assessing an impact fee not supported by documentation of actual costs resulting from the operation of Calyx.

70. Defendants' failure constitutes a breach of the agreement.

71. As a result of Defendants' breaches, Plaintiff has suffered and will continue to suffer damages.

WHEREFORE, Plaintiff requests an award of damages against the Defendants in an amount to be determined at trial, an award of its attorney's fees and costs, and for such other and further relief as the Court deems just and proper.

**COUNT II—BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

72. Plaintiff repeats and realleges the allegations contained within the above paragraphs as if fully restated herein.

73. Calyx entered into an agreement with the Town, specifically the HCA and Renewal HCA.

74. Implied in any contract is the covenant of good faith and fair dealing.

75. Calyx agreed to perform under the contract and has performed all its obligations in good faith.

76. The Defendant agreed to perform under the contract, including acting in accordance with G.L. c.94G, Section 3(d), by providing documentation in support of the community impact fee as required by G.L. c. 94G, but is unable to provide such documentation because none exists, while still assessing and collecting the community impact fee.

77. The Defendant's failure to perform and inability to produce the required documentation and imposition and collection of the fee without any basis when Calyx has satisfied all its requirements constitutes a breach of the covenant of good faith and fair dealing.

78. The Town's continued assessment and collection of the impact fee in violation of G.L. c. 94G and while knowing that there were no impacts resulting from the operation of Calyx constitutes a breach of the covenant of good faith and fair dealing.

79. As a result of Defendants' breaches, Plaintiff has suffered and will continue to suffer damages.

WHEREFORE, Plaintiff requests an award of damages against the Defendants in an amount to be determined at trial, an award of its attorney's fees and costs, and for such other and further relief as the Court deems just and proper.

**COUNT III—DECLARATORY JUDGMENT**

80. Plaintiff repeats and realleges the allegations contained within the above paragraphs as if fully restated herein.

81. Plaintiff seeks declaratory relief pursuant to M.G.L. c. 231A.

82. G.L. c. 94G, § 3(d), prior to November 9, 2022, provided “[a]n agreement between a marijuana establishment ... and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment ... and shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years. Any cost to a Town or town imposed by the operation of a marijuana establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.”

83. G.L. c. 94G, §3(d)(2)(i) (effective November 9, 2022), provides “The community impact fee shall: (A) be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center, as documented pursuant to subparagraph (iii); (B) amount to not more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center; (C) not be effective after the marijuana establishment or medical marijuana treatment center’s eighth year of operation; (D) commence on the date the marijuana establishment or medical marijuana treatment center is granted a final license by the commission; and (E) not mandate a certain percentage of total or gross sales as the community impact fee.”

84. Moreover, the any cost imposed upon a host community by the operation of a marijuana establishment shall be documented by the host community and transmitted to the licensee not later than 1 month after the date of the annual renewal of a final license to operate the marijuana establishment or medical marijuana treatment center and shall be a public record as defined by clause Twenty-sixth of section 7 of chapter 4 and chapter 66. G.L. c. 94G, §3(d)(2)(iii).

85. The HCA provides “the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d).” See HCA at p. 1, para. 4.

86. Community impact fees that are "reasonably related" are those that compensate the municipality for its actual costs resulting from the operation of the marijuana establishment and must bear some reasonable relation to the costs of providing municipal services or other benefits to the marijuana establishment and not merely be a fee without a sufficient basis and justification.

87. The Town has assessed and collected an impact fee that is not reasonably related to documented costs resulting from the operation of Calyx.

88. There is now an actual, justiciable controversy with respect to which the Plaintiff is entitled to a declaration of its rights against the Town.

WHEREFORE, Plaintiff requests a declaratory judgment be entered in its favor against the Town of Great Barrington and that the Court declare as follows: (a) that the Town has failed to produce documentation of any cost imposed by the operation of Calyx as required by the HCA and G.L. c. 94G; (b) that in the absence of any documentation the Town has failed to assess a community impact fee that is reasonably related to actual costs resulting from the operation of Calyx; (c) that the Town has not incurred any documented costs resulting from the operation of

Calyx; (d) that the community impact fee is improperly assessed; (e) that the Town was not and is not entitled to any payment by Calyx as a community impact fee; (f) that the funds paid by Calyx to the Town as a community impact fee are to be returned to Calyx with interest; (g) that Calyx is entitled to recover the costs and expenses of this action, including attorneys' fees; and (h) that Calyx is entitled to such other and further relief as the Court deems just and proper.

**COUNT IV—INJUNCTION**

89. Plaintiff repeats and realleges the allegations contained within the above paragraphs as if fully restated herein.

90. The Town has failed to produce the documentation of any cost imposed by the operation of Calyx as required by the HCA and G.L. c. 94G to support the community impact fee it has assessed to and collected from Calyx.

91. Calyx requests that the Town be enjoined from using any funds from the payment of the community impact fees until such time as the Town produces the required documentation of costs, and the costs are determined to substantiate the imposition of the impact fee.

92. Calyx further requests an order enjoining the Town from collecting any further impact fees until such time as the Town produces the required documentation of costs, and the costs are determined to substantiate the imposition of the impact fee.

93. No harm will occur to the Town because there has been no impact to the Town from the operation of Calyx.

94. Calyx, however, will incur irreparable harm if the Town spends the funds it has collected and it is later determined to have been improperly assessed and the Town has spent the funds to refund and pay damages to Calyx.

WHEREFORE, Plaintiff requests an injunction from the Court to enjoin the Town of Great Barrington from using the funds from the payment of the community impact fees until documentation is produced supporting the costs, and an order enjoining the Town from collecting any further impacts fees until such time as the Town produces the required documentation of costs, and further relief as the Court deems just and proper.

VERIFICATION

I, Donna Norman, being first duly sworn, state that I am the CEO and Manager of the Plaintiff D2N2, LLC d/b/a Calyx Berkshire Dispensary in the above-captioned action; that I have read the foregoing complaint and know the contents hereof; and that it is true to my knowledge and belief.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY, THIS 4th DAY OF MARCH, 2024.

/s/ Donna Norman  
Donna Norman

signed w/ approval,  
/s/ Kristin M. Yassenka  
Kristin M. Yassenka, Esq., BBO# 659944

RESPECTFULLY SUBMITTED,

PLAINTIFF D2N2, LLC d/b/a  
CALYX BERKSHIRE DISPENSARY

By Its Attorneys,

Dated: March 4, 2024

/s/ Thomas K. MacMillan

Thomas K. MacMillan, Esq., BBO# 312150  
MacMILLAN LAW OFFICES  
145 South Main Street - P.O. Box 5279  
Bradford, MA 01835  
978-521-5272  
tkmmaclaw@aol.com

/s/ Kristin M. Yassenka

Kristin M. Yassenka, Esq., BBO# 659944  
Yassenka Law PLLC  
One New Hampshire Avenue, Suite 125  
Portsmouth, NH 03801  
603-952-3452  
kristin@yassenkalaw.com

# EXHIBIT 1

# EXHIBIT 1

## GREAT BARRINGTON AND

## D2N2, LLC

### HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 21 day of June, 2018 by and between D2N2, LLC, a Massachusetts limited liability company and, any successor in interest, doing business as Calyx Berkshire Dispensary, with a principal office address of P.O. Box 343, Otis, Massachusetts 01253 (the "Company"), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the "Town").

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Retail Establishment (the "Establishment") for the retail sale of adult-use marijuana and marijuana products at a facility with one thousand nine hundred (1,900) square feet of operation, located at 307 Main Street, Great Barrington, Massachusetts 01230, as shown as Assessor's Map 19, Parcel 131 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

#### 1. Recitals

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

#### 2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said

matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments.

A. Community Impact Fee

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

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

**B. Legal Fees**

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to deposit an initial amount of \$5,000, to be deposited into an escrow account for purposes of covering legal expenses associated with this Agreement, with any unpaid balance to be paid by the Company, or unused funds to be returned to the Company.

**C. Additional Costs, Payments and Reimbursements**

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

**D. Annual Charitable/Non-Profit Contributions**

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

**E. Annual Reporting for Host Community Impact Fees**

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

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

**3. Local Vendors and Employment**

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

#### **4. Local Taxes**

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

#### **5. Security**

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

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

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

#### **6. Community Impact Hearing Concerns**

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

**7. Required Signage**

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

**8. Additional Obligations**

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

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

**9. Re-Opener/Review**

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

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

**10. Support**

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

**11. Term**

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

**12. Successors/Assigns**

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

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

### **13. Notices**

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

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

To Licensee: D2N2, LLC  
                    d/b/a Calyx Berkshire Dispensary  
                    307 Main Street  
                    Great Barrington, MA 01230

### **14. Severability**

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

### **15. Governing Law**

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

### **16. Entire Agreement**

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

**17. Amendments/Waiver**

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

**18. Headings**

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

**19. Counterparts**

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

**20. Signatures.**

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

**21. No Joint Venture**

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

**22. Nullity**

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

**23. Indemnification**

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

**24. Third-Parties**

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

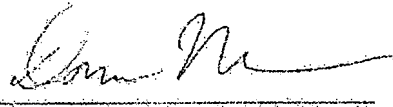
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF GREAT BARRINGTON



Stephen Bannon  
Chair, Selectboard  
On behalf of the  
Town of Great Barrington

D2N2, LLC



Donna Norman  
Title CEO  
On behalf of D2N2, LLC, d/b/a.  
Calyx Berkshire Dispensary

# EXHIBIT 2

## EXHIBIT 2

### FIRST AMENDMENT TO THE HOST COMMUNITY AGREEMENT

Between  
Town of GREAT BARRINGTON, Massachusetts  
And  
D2N2, LLC d/b/a Calyx Berkshire Dispensary

#### HOST COMMUNITY AGREEMENT

This AMENDMENT ("Amendment") is entered into this 28 day of June, 2023 by and between D2N2, LLC, a Massachusetts limited liability company, for itself and any successor in interest, doing business as Calyx Berkshire Dispensary, with a principal office address of 307 Main Street, Great Barrington, Massachusetts 01230 (the "Company") and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the "Town").

#### RECITALS

WHEREAS, The Parties executed a Host Community Agreement on June 21, 2018 (the "HCA") pertaining to the Company's desire to locate an Adult Use Marijuana Establishment for retail sale of marijuana at a facility with two thousand three hundred ten (2,310) square feet of operation, located at 307 Main Street, Great Barrington, Massachusetts 01230 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to, 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations;

WHEREAS, the Parties seek to amend certain terms of the HCA; and

WHEREAS, the Parties intend by this Amendment to satisfy the provisions of G.L. c. 94G, §3(d) applicable to the operation of the Facility, such operation activities to be done only in accordance with the applicable state and local laws and regulations in the Town.

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

I. Section 2(A) of the HCA, Community Impact Fee, is amended to read as follows:

#### A. Community Impact Fee

The Town may incur additional expenses and impacts on the Town of Great Barrington's road and other infrastructure system, law enforcement, fire protection services, and inspectional services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual Community Impact Fee to the Town when requested in writing.

by the Selectboard, provided, however, such request and payment shall comply with the following terms and conditions:

1. Annually, within 30 days of the date of the annual renewal of a final license to operate the Facility, the Selectboard may assess a Community Impact Fee upon the Company by sending a written invoice to the Company. The Company shall annually provide written notice to the Town within ten days of the license renewal by the Cannabis Control Commission. The Community Impact Fee shall reasonably relate to all costs imposed upon the Town by the operation of the Facility in the prior license year period. Along with the invoice, the Town shall provide documentation required pursuant to G.L. c.94G, §3(d)(2)(iii).
  2. The amount of the Community Impact Fee shall not exceed three (3) per cent of the gross sales at the Facility pursuant to its Marijuana Retailer License. If the Community Impact Fee assessed in the invoice exceeds said three (3) per cent of gross sales for the year in which the Community Impact Fee relates, the Company shall submit financial statements documenting its gross sales for the period in question to the Town within 30 days of receipt of the invoice as provided in Section 2(A)(1) of this Agreement.
  3. Objections to documented costs invoiced by the Town, including objections as to whether any estimates or other assertions of costs are reasonably related to costs imposed upon the Town, must be provided in writing, within 30 days of receipt of the invoice and documented costs, or said objections shall be waived by the Company. If the Company submits an objection, the Parties shall engage in good faith negotiations, for a period of at least thirty (30) days, to resolve the objection and agree upon the amount of the Community Impact Fee. If the Parties are unable to resolve the objection, they may exercise their rights under the Agreement and at law.
  4. Payment of the annual Community Impact Fee shall be made within 45 days of receipt of the invoice or revised invoice, where applicable. If there is an objection, payment of the undisputed amount shall be made within said 45 days.
  5. The annual Community Impact Fee shall continue for a period of eight (8) years from the date operation of the Facility began, unless a longer period is allowed by law, whether by amendment of G.L. c.94G, §3 or otherwise.
- II. Section 2(C)(3) of the HCA, Other Costs, is stricken in its entirety;
- III. Section 2(C)(4) of the HCA, Late Payment Penalty, is stricken in its entirety;
- IV. Section 2(D) of the HCA, Annual Charitable/Non-Profit Contributions, is stricken in its entirety;
- V. Section 9 of the HCA, Re-Opener/Review, is stricken in its entirety;

VI. Section 11 of the HCA, Term, is amended to read as follows:

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town but the Community Impact Fee shall be limited to the period of eight (8) years from the start of Facility operations.

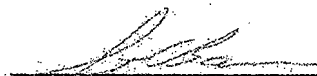
VII. This Amendment may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any Party hereto may execute this Amendment by signing one or more counterparts.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first written above.

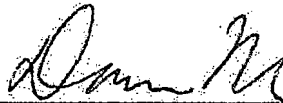
TOWN OF GREAT BARRINGTON

D2N2, LLC

d/b/a CALYX BERKSHIRE DISPENSARY



Stephen Bannon  
Chair, Selectboard  
On behalf of the  
Town of Great Barrington



Dorina Norman  
Manager  
On behalf of D2N2, LLC d/b/a  
Calyx Berkshire Dispensary

# EXHIBIT 3

# EXHIBIT 3

Susan M. Carmel  
Town Accountant

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



Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### OFFICE OF TOWN ACCOUNTANT

October 15, 2021

Donna Norman  
Calyx Berkshire Dispensary  
307 Main Street  
Great Barrington, MA 01230

RE: Costs Imposed to the Town of Great Barrington

Ms. Norman:

The Town of Great Barrington has reviewed their records covering the period of November 2020 to present date, and have concluded that no significant costs have been imposed on the Town related to the operation of your establishment, Calyx Berkshire Dispensary. At this time, we do not foresee or anticipate any expenses resulting from this operation.

If you should need further information, or have any questions, please feel free to contact me at (413)528-1619 ext. 6 or [scarmel@townofgb.org](mailto:scarmel@townofgb.org).

Best Regards,

*Susan M. Carmel*

Susan M. Carmel  
Town Accountant

# EXHIBIT 4

Mark Pruhenski  
Town Manager

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



## EXHIBIT 4

Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

### TOWN OF GREAT BARRINGTON MASSACHUSETTS

#### OFFICE OF THE TOWN MANAGER

October 24, 2022

Donna Norman  
Calyx Berkshire Dispensary  
307 Main Street  
Great Barrington, MA 01230

RE: Costs Imposed to the Town of Great Barrington

Ms. Norman:

The Town of Great Barrington has reviewed our records covering the period of November 2021 to present date, and concluded that no significant costs have been imposed on the Town related to the operation of your establishment, Calyx Berkshire Dispensary. At this time, I do not foresee or anticipate any direct expenses resulting from this operation.

If you should need further information, or have any questions, please feel free to contact me at (413) 528-1619 ext. 2900 or [mpruhenski@townofgb.org](mailto:mpruhenski@townofgb.org).

Best Regards,

Mark Pruhenski  
Town Manager

# EXHIBIT 5

Mark Pruhenski  
Town Manager

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



## EXHIBIT 5

Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

### TOWN OF GREAT BARRINGTON MASSACHUSETTS

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#### OFFICE OF THE TOWN MANAGER

October 31, 2023

Donna Norman  
Calyx Berkshire Dispensary  
307 Main Street  
Great Barrington, MA 01230

#### **Re: Costs Imposed to the Town of Great Barrington**

Ms. Norman:

The Town of Great Barrington has reviewed its records covering the period of November 2022 to the present date for the purpose of determining costs imposed upon the Town by the operation of your marijuana establishment, Calyx Berkshire Dispensary. The Town has not identified any significant, direct costs related to the operation of the establishment during that time period. At this time, the Town has not identified any anticipated significant direct costs related to future operation of the establishment.

If you should need further information, or have any questions, please feel free to contact me at (413) 528-1619 ext. 2900 or [mpruhenski@townofgb.org](mailto:mpruhenski@townofgb.org).

Respectfully,

Mark Pruhenski  
Town Manager

cc: Allie Crespo/Financial Coordinator  
Alicia Dulin/Treasurer-Collector