

# GREAT BARRINGTON COMMUNITY PRESERVATION COMMITTEE

## APPLICATION FOR CPA FUNDING – Step 2

Date Received (for office use only) \_\_\_\_\_

All applicants submitting Step 2 must include a copy of their Step 1 application.

All applicants must answer questions 1-11, and question 19. For question 12-18, only answer questions that are applicable to your CPA area. For example, if your project has to do with Historical Preservation but does not include Housing, then you may skip questions 12, 13 and 14, but you must answer all questions under the subheading "Historical Preservation Projects."

You may attach additional sheets as necessary to answer the numbered questions, up to a maximum of 8 additional pages of narrative. These additional pages must be formatted with a minimum 11 point font, 1 inch margins. If your project combines two or more CPA priorities, such as Community Housing AND Open Space, then you must answer ALL questions under both of those 2 subheadings and you may include up to 10 additional pages of narrative. (Please note Open Space and Recreation is considered one CPA priority.)

*All pages must be numbered.* Please number each attached Page 1 of 8, Page 2 of 8, etc. If your answers are on separate sheets, also number each answer so that it corresponds with the number of the question you are answering.

Applicant Name Town of Great Barrington

Project Name Memorial Field Improvements

Project Address Bridge Street

Assessor's Map 19 Lot 145

Property Deed Book / Page 267 / 289

### 1.) Project Budget (list all sources and uses, including grants, fundraising, etc.)

Total CPA funds requested: \$ 520,845

Fill in the chart below showing all project sources and uses, including requested CPA funds:

Source Name	Amount	% of total	Used for	Committed?
Town - engineering	\$20,845	4%	Engineering/design	Yes (complete)
CPA	\$250,000	48%	Construction	No, this request
Town – capital	\$250,000	48%	Construction	Proposed FY23
Total budget:	\$520,845			

Attach additional budget sheets or project budget if necessary. Budget pages do not count towards the 8 page limit. Be sure to include project management, oversight, engineering, and administrative costs that may be incurred. Describe all funding that has been sought and/or is available for this project.

2.) Timing of Funds: Describe when CPA funds and other funding sources are to be received.

Fiscal year 2023.

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3.) Existing use or deed restrictions, permanent easements, historic designations, special permits, etc. if any:

This is a permanent park (it was specifically acquired for park purposes) and, due in part to previous grant funding, cannot be converted out of park / recreational use without Town meeting vote and State legislative action. There are no other restrictions, designations, or regulations that would impact the Town's proposed improvements.

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4.) Proposed Use or Deed Restrictions after Project Completion (in accordance with CPA rules):

None. This is and will remain a public park as described above.

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5.) Describe the project team, including project management personnel, design professionals, contractors, and other applicable consultants, their relevant experience, so forth. Attach additional pages/resumes as needed.

This project will be led by the DPW Superintendent Sean Van Deusen who will direct a qualified construction contractor. The contractor is not yet known as they must be hired after a competitive bidding process. The plans and cost estimates were developed by Foresight Land Services, an engineering firm with decades of relevant experience.

Additional Information: These pages do not count towards the 8 page limit. Attach additional information as appropriate, for example:

- Project timeline; Construction is estimated to take up to two months and will occur during the off season.
- Plans or drawings stamped and signed by an Engineer or Architect as appropriate; See attached plan drawn by Foresight Land Services
- Photographs; See photos in the Step 1 application, attached
- Map showing project location in town; See attached map
- Ownership letters or site control verification; See attached deed
- Budgets; See attached estimate from Foresight Land Services
- Feasibility studies;
- Existing conditions reports or needs assessments;
- Letters of support;

- Resumes and experience of key personnel;
- For Historic Preservation projects, if the project is not State Register-listed, the applicant must provide a letter from the Historical Commission which details the significance of the project to Great Barrington's history, culture, architecture or archeology.

## Funding Considerations

**6.) Consistency:** Describe how the proposed project is consistent with the Community Preservation Plan and with the Great Barrington Master Plan.

This project to improve Memorial Field meets the top two project selection considerations of the CPA plan: it will provide a broad based public benefit and it improves a Town owned property. In keeping with the Master Plan, it addresses the long term viability and accessibility of a town park therefore ensuring "our parks programs and equipment meet the needs of our changing population."

**7.) Town Projects:** Is the proposed project for a town-owned asset? Yes X No     
If yes, please describe funding options. For example, what portion of the project budget is CPA funding? If CPA funds are not received, what are the alternative funding options, if any?

We propose that the construction be funded by both the CPA and the town's capital budget. The project proposed is estimated to cost nearly \$500,000, and it includes all of the elements necessary to make the baseball field accessible and safe for all users. Cutting aspects of the project in order to reduce the budget is not recommended, as all aspects depicted on the proposed plans are deemed essential and necessary.

Other funds could include state programs like Mass. PARC or LWCF grants, but for a variety of reasons these are not feasible at this time. First, these programs require an up-to-date approved OSRP, which the Town does not have currently. Second, they are dependent on federal funding, making their timeline extremely long (minimum one year) from application to contract award. Finally, these are actually reimbursement grants, and only up to 50% of project costs. In other words all project funds must be in place locally before the state can reimburse the town for 50% of the expenses. Even if these programs were advantageous at this time, the Town would still need to expend all costs up front.

**8.) Public Benefits:** Describe the public benefits of the project. \_\_\_\_\_

This project will make improvements to the existing baseball field and will make the field accessible to handicapped persons. This project will also make improvements that have been long needed, including a new backstop and fencing to stop foul balls, new dugout shelters, and handicapped accessible connections to the sidewalks on Bridge Street and to the handicapped parking at the Railroad Street youth building.

**9.) Leverage:** Will the CPA funds be used to leverage or supplement other funding for this project? Please explain other sources and whether they have been committed.

The Town has already utilized other non-CPA funds for the design and engineering of this proposal, and further proposes to use Town capital funds for whatever portion of the project the CPA will not fund. The capital funds commitment will not be known until the May 2022 town meeting.

**10.) Community Input and Support:** Describe any community input, meetings and/or support that you have for your proposed project. Include support letters as applicable (they will not be counted towards the 4-page limit). Letters should be unique and not reproduced form letters. \_\_\_\_\_

The Parks Commission has been discussing these needs in open meetings for several years now, and, working with the Selectboard, has hoped to make improvements in conjunction with a nearby development. After it became apparent in 2020 that the developer would not complete these improvements, the Park Commission asked the DPW Superintendent to develop improvement plans that the Town could undertake. In the meantime the field maintenance (weeding, reseeding, etc.) is done by baseball league and Parks Commission volunteers, and as needed by contractors paid through the Parks department maintenance budget. There is a legacy of support for this field, as evidenced by the many hours of maintenance that they devote to the park.

**11.) Permits:** Describe permits that may be required, the status of those permits or applications, and/or when the applications will be submitted and permits received. \_\_\_\_\_

None required.

## Affordable Housing Projects

**12.) Affordable Housing Projects:** Clearly describe how the project meets the Affordable Housing goals of the Community Preservation Plan.

Not applicable

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**13.) Affordability Level(s):**

_____ % of area median income	no. of units _____
_____ % of area median income	no. of units _____
_____ % of area median income	no. of units _____

**14.) Other Information:** Describe any other relevant information about the project and the site. For example: Is the site zoned for the proposed use and if not what is the plan for zoning approvals; does the project reuse a building or previously-developed site? Is the site or could the site be contaminated and if so what is the plan for remediation?

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Not applicable

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## Historic Preservation Projects

Applicants should note: all CPA-funded historic preservation projects must comply with the US Secretary of the Interior's standards for the treatment of historic properties.

**15.) Historic Preservation Projects:** Clearly describe how the project meets the Historic Preservation goals of the Community Preservation Plan.

Not applicable

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**16.) Other Information:** Describe any other relevant information about the project and the site. For example: is the site zoned for the proposed use and if not what is the plan for zoning approvals; does the project reuse a building or previously-developed site; is the site or could the site be contaminated and if so what is the plan for remediation.

Not applicable

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## Open Space and Recreation Projects

**17.) Open Space and Recreation:** Clearly describe how the project meets the Open Space and Recreation goals of the Community Preservation Plan.

This project will make major needed improvements to one of the most prominent parks in Great Barrington, the Soldiers and Sailors Memorial Field on Bridge Street. It is often used by baseball teams in the spring and summer. The backstop, fencing, dugouts and other features are in need of replacement, and the field is not accessible to handicapped persons. The improvement, as shown on the attached plans, will address these issues.

Thus, this proposal meets the goals of the CPA Plan and our Open Space Plan, by renovating an existing park and providing for accessibility. The CPA Plan states, in part, "Significant needs remain, as documented by the 2013 Master Plan and the Open Space and Recreation Plan. These include improving opportunities for recreation for people of all ages and abilities, rehabilitation of existing open space and park assets..." The plans also states the need to "serve the changing needs of our community, particularly those most in need of convenient places for cooling, recreation, and community gathering, as well as our aging and less mobile population."

This proposal meets CPA plan priority #1 which states "Support projects that preserve and rehabilitate/restore Town-owned open spaces, parks and recreational assets." It also meets several objectives that are strongly encouraged by the CPA Plan, including the bullets:

- Preserve and/or connect open space or recreation resources (bullet 1)
- Provide recreation opportunities (bullet 4)
- Provide for a demonstrated community open space or recreational need and be accessible for a variety of ages and abilities (bullet 5)
- Include public access where appropriate (bullet 11)

**18.) Other Information:** Describe any other relevant information about the project and the site. For example: Is the site zoned for the proposed use and if not what is the plan for zoning approvals? Does the project reuse a building or previously-developed site? Is the site or could the site be contaminated and if so what is the plan for remediation.

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## Certification

**19.) This application was prepared, reviewed, and submitted by:**

Name: Chris Rembold

Ph: 528-1619 Email crembold@townofgb.org

*I hereby certify that all of the above and included information is true and correct to the best of my knowledge. [For non-municipal applicants only: I further declare my willingness to enter into a Contract with the Town of Great Barrington to govern the use and expenditure of CPA funds.]*

Signature: 

Date: 12-17-2021

**10 hard copies of the entire application package, and one PDF of the entire application package, are due prior to the 4:00 PM deadline.**

**Number all pages.**

**GREAT BARRINGTON  
COMMUNITY PRESERVATION COMMITTEE**

**APPLICATION FOR CPA FUNDING – Step 1**

Date Received (for office use only) \_\_\_\_\_

Applicant Name Town of Great Barrington

Project Name Memorial Field Improvements

Project Address 60 Bridge Street

Contact Person Sean Van Deusen Title: DPW Superintendent

Phone No. 528-1619 x. 5 Email \_\_\_\_\_

Brief Project Description (attach up to 1 additional page if necessary)

These funds will be used to make improvements to Soldiers and Sailors Memorial Field on Bridge Street in downtown. The scope of work includes: a new, improved, larger backstop; a completely restored infield including base paths, home plate and pitchers mound; accessible pathways from Bridge St. and from the Youth Building; new bleachers, and new dugouts.

The existing field needs significant restoration of the infield, and the existing backstop is too small and too far behind home plate to protect passing cars from foul balls. The field is also not handicapped accessible.

Estimated amount of CPA funding you are seeking: \$ 200,000

When do you request the CPA funding be received by your project? FY23

Property Owner (if different from applicant)

Owner's Name \_\_\_\_\_

Owner's Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Email: \_\_\_\_\_

If Owner is different from applicant, you must include a letter signed by the Owner giving permission to apply for funds for the specified project on the Owner's property.

**In the following chart, mark the box(es) that best apply to your project.**

Boxes with an X through them are not CPA eligible activities.

Contact the Town Planner if you need more information.






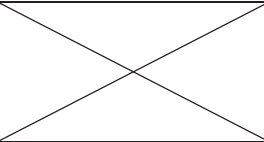






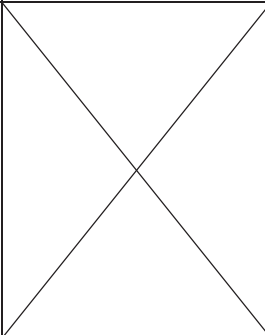
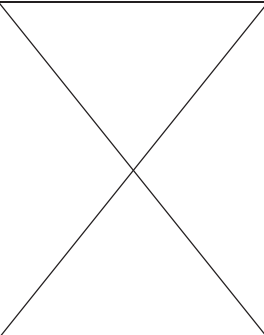
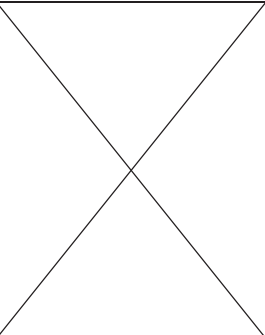
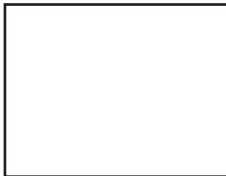
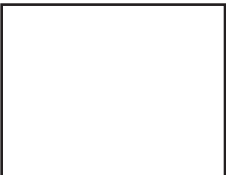



	OPEN SPACE	HISTORIC RESOURCES	RECREATIONAL LAND	COMMUNITY HOUSING
Activities (refer to Glossary for definitions)	Land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, wetland, river, stream, lake and pond frontage, land to protect scenic vistas, land for wildlife or nature preserve, and land for recreation use.	Building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of the city or town.	Land for active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. Does not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.	Housing for low and moderate income individuals and families, including low or moderate income seniors. Moderate income is less than 100%, and low income is less than 80%, of US HUD Area Wide Median Income.
<b>ACQUISITION</b> Obtain property interest by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise. Only includes eminent domain taking as provided by G.L. c. 44B				
<b>CREATION</b> To bring into being or cause to exist. <i>Seideman v. City of Newton</i> , 452 Mass. 472 (2008)				
<b>PRESERVATION</b> Protect personal or real property from injury, harm or destruction				
<b>SUPPORT</b> Provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing, or to entity that owns, operates or manages such housing, for the purpose of making housing affordable				
<b>REHABILITATION AND/OR RESTORATION</b> Make capital improvements, or extraordinary repairs to make assets functional for intended use, including improvements to comply with federal, state or local building or access codes or federal standards for rehabilitation of historic properties	Only applies if property was acquired or created with CPA funds 			Only applies if housing was acquired or created with CPA funds 

Chart adapted from "Recent Developments in Municipal Law", Massachusetts Department of Revenue, October 2012.

End of Step 1 application







- NOTE:** STRAWBALES GENERALLY LAST ONLY THREE TO SIX MONTHS. CONDITION SHOULD BE CHECKED AT LEAST WEEKLY, AND BALES SHOULD BE REPLACED WHEN THEY BEGIN TO DETERIORATE.

**NOTE:** SEDIMENT CONTROL DEVICES SHALL BE CONSTRUCTED DOWNHILL OF DISTURBED AREAS AND UPSTREAM OF WATERCOURSES AND/OR WETLANDS. TRAPPED SEDIMENTS SHALL BE REMOVED FROM THE SEDIMENT CONTROL DEVICE DURING THE CONSTRUCTION PERIOD BEFORE THEY BECOME 50% FULL TO PREVENT SEDIMENT FROM BEING TRANSPORTED DOWNHILL. DISPOSE OF SEDIMENTS IN ON-SITE UPLAND DISPOSAL AREAS, PROPERLY GRADED, SEEDED AND MULCHED.

The diagram illustrates the construction and components of a Sediment Control Barrier Type 3, which is a straw bale structure. It includes three views: Plan View, Cross Section, and Elevation.

**Plan View:** Shows a top-down perspective of the barrier. It consists of a series of rectangular straw bales laid out in a grid. A flow arrow indicates water moving from left to right. Labels include: GEOTEXTILE (FILTER FABRIC) (SEE SPECIFICATIONS), FLOW, POST OR STAKE (TYP) (MAX. 6' ON CENTER), STRAWBALE (TYP), 1" x 1" x 3' STAKES TWO PER BALE, and STRAW BALE BUTT TIGHTLY TOGETHER INSERT LOOSE STUW IN ANY GAPS.

**Cross Section:** Shows a side view of the barrier. It depicts a 6" x 6" trench with fabric lapped in and covered with tamped backfill. A wedge of compacted soil is shown on the upstream side. A flow arrow indicates water moving from left to right. Labels include: POST OR STAKE, FILTER FABRIC, WEDGE OF COMPACTED SOIL, FLOW, STAKE, STRAWBALE WITH TWINE HORIZONTAL, and NATIVE SOIL.

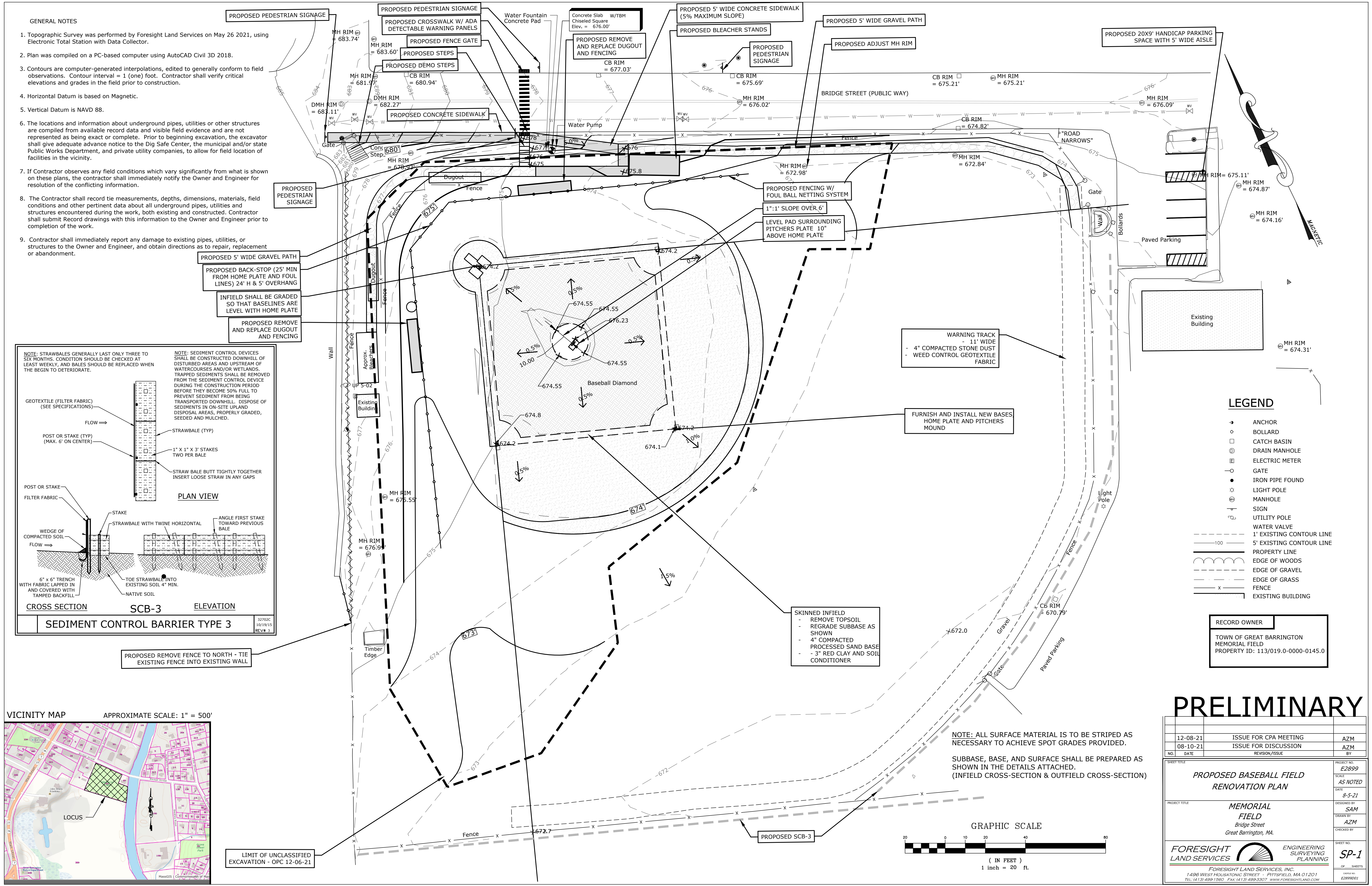
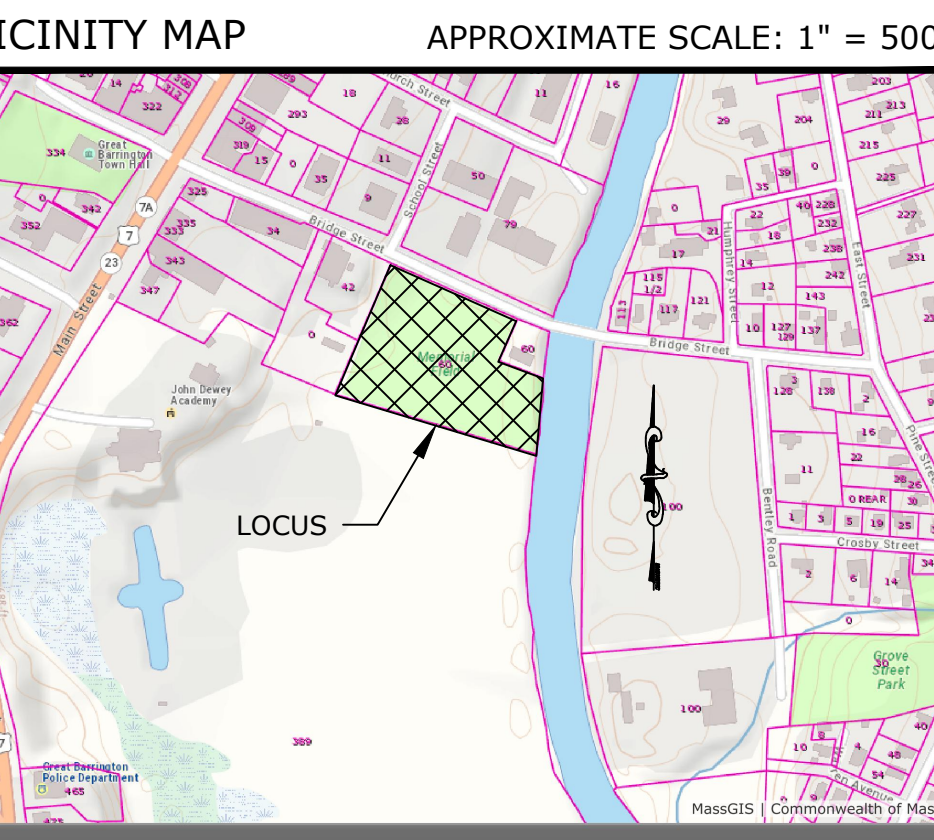
**Elevation:** Shows a side view of the barrier from a different angle. It depicts a series of straw bales with twine horizontal. A toe straw bale is shown into existing soil 4" min. An angle first stake is shown toward the previous bale. Labels include: STRAWBALE WITH TWINE HORIZONTAL, ANGLE FIRST STAKE TOWARD PREVIOUS BALE, TOE STRAWBALE INTO EXISTING SOIL 4" MIN., and NATIVE SOIL.

**SCB-3**

**CROSS SECTION**

**ELEVATION**

**SEDIMENT CONTROL BARRIER TYPE 3**





Project: GREAT BARRINGTON BALL FIELDS  
 Location: MEMORIAL FIELD  
 Town: Great Barrington, MA  
 Client: Town of Great Barrington  
 Date: 7-Dec-21  
 Description: REGRADE AND SURFACE BALLFIELD  
 MISCELLANEOUS SITEWORK

**Budgetary Opinion of Probable Construction Costs**

Item #	Item Description	Quantity	Unit	Unit Price	Subtotal
1	Unclassified Excavation	1750	CY	\$55.00	\$96,250.00
2	Screen and Respread Topsoil	275	CY	\$10.00	\$2,750.00
3	Loam Borrow	540	SY	\$45.00	\$24,300.00
4	Coarse Gravel for Subbase Regrading/ Fine Grading	575	CY	\$50.00	\$28,750.00
5	Infield Sand	150	CY	\$50.00	\$7,500.00
6	Infield Clay	115	CY	\$55.00	\$6,325.00
7	Weed Control Geotextile Fabric	650	SY	\$5.00	\$3,250.00
8	Compacted Stonedust Warning Track	75	CY	\$60.00	\$4,500.00
9	Sod	4375	SY	\$18.00	\$78,750.00
10	Proposed Fencing	230	LF	\$10.00	\$2,300.00
11	Homeplate Backstop	1	LS	\$150,000.00	\$150,000.00
12	Bases, Homeplate, and Pitching Rubber	1	LS	\$1,000.00	\$1,000.00
13	Adjust Structures	1	EA	\$750.00	\$750.00
14	Gravel for Pathways	55	CY	\$55.00	\$3,025.00
15	Concrete Sidewalk	120	SY	\$80.00	\$9,600.00
16	Concrete Steps	1	LS	\$2,000.00	\$2,000.00
17	Crosswalk Painting	70	LF	\$10.00	\$700.00
18	Pedestrian Signage	4	EA	\$250.00	\$1,000.00
19	Detectable Warnign Panels	2	EA	\$2,500.00	\$5,000.00
20	HCP Aisle & Parking Painting	300	LF	\$5.00	\$1,500.00
21	Remove and Dispose Fencing	250	LF	\$6.50	\$1,625.00
22	Fence Gate	1	EA	\$1,000.00	\$1,000.00
23	Demo Existing Steps	1	LS	\$2,000.00	\$2,000.00
24	Bleacher Stands	1	EA	\$7,500.00	\$7,500.00
25	Erosion and Sedimentation Controls	1	LS	\$3,000.00	\$3,000.00
26	Safety Controls and Signage for Construction Operations	1	LS	\$1,500.00	\$1,500.00
27	Traffic Police Services	1	ALLOW	\$1,500.00	\$1,500.00
28	Testing Services	1	ALLOW	\$1,500.00	\$1,500.00
Subtotal					\$448,875.00
				15% Contingency	\$44,887.50
<b>Total</b>					<b>\$493,762.50</b>

be-hereunto affixed and these presents to be signed in its name and behalf by M.F. Lord its Trust Officer hereunto duly authorized, this 2nd day of October 1940.

The Berkshire Trust Company (seal)

By M. F. Lord

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss: October 2, 1940. Then personally appeared the above named M.F. Lord and acknowledged the foregoing instrument to be the free act and deed of The Berkshire Trust Company, before me

Laurence E. Bump Notary Public

My commission expires Dec. 6, 1943

Received October 24, 1940 at 2-26 P.M. and recorded from the original.

Attest

*Joseph A. LeBlanc*

Register.

Barrington School, Inc.  
to  
Town of Great Barrington

KNOW ALL MEN BY THESE PRESENTS That BARRINGTON SCHOOL, INC., a corporation duly organized under the laws of the Commonwealth of Massachusetts, and having an usual place of business at Great Barrington, Berkshire County, Massachusetts, for consideration paid, grants to The INHABITANTS OF THE TOWN OF GREAT BARRINGTON, of said Great Barrington, with WARRANTY COVENANTS, the land situate in said Great Barrington bounded and described as follows:

Beginning at the center of a stone bound marked HB standing on the west bank of the Housatonic River and on the south side of Bridge Street, said stone bound being the north-east corner of the tract herein conveyed, and lying in the south line of Bridge Street; thence running south 25° 22' west, 307.88 feet along the westerly side of the Housatonic River to an iron pipe driven in the ground just north of the east side of the stone bridge across the drainage ditch on the grantor's property; thence running north 55° 17' west, 559.84 feet to an iron pipe driven in the ground about 20 feet northerly of the westernmost spruce tree in the line of spruces which borders a road from the above-mentioned bridge to the rear of the School; thence running north 39° 36' east 357.71 feet to an iron pipe driven in the ground in the south line of Bridge Street and on the approximate center line of School Street; thence in the south line of Bridge Street, south 49° 02' east 483.11 feet to the place of beginning, containing 4.02 acres, more or less. Meaning and intending to include in said tract any land between the parcel hereinbefore described and the Housatonic River.

Being a portion of the first Parcel described in deed from Kellogg Terrace Associates to said Barrington School, Inc., by deed dated March 26, 1923 and recorded in the Southern Berkshire Registry of Deeds at said Great Barrington in Book 230, Page 497.

In the event the above described property ceases to be used as a recreational center or public park, the grantor, its successors or assigns, may re-purchase said property for a consideration to be determined by three appraisers, one of whom is to be selected by the selectmen of the Town of Great Barrington, the second appraiser by the grantor, its successors or assigns, and these two appraisers shall name a third appraiser.

In Witness Whereof the said Barrington School, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Frank J. Pope, its President, this 30th day of August, A.D. 1940.

U.S.R.S. \$5.50  
duly cancelled

Barrington School, Inc. & (seal)  
Frank J. Pope (L.S.)  
As President

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss. On this 30th day of August, 1940, before me personally appeared Frank J. Pope, to me personally known, who being by me duly sworn, did say that he is the President of Barrington School, Inc., of Great Barrington, Berkshire County, Massachusetts, a corporation duly organized under the laws of the Commonwealth of Massachusetts, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Frank J. Pope acknowledged said instrument to be the free act and deed of said corporation.

George R. McCormick -Notary Public(seal)

My commission expires Sept. 11, 1943.

Received October 24, 1940 at 2-23 P.M. and recorded from the original.

Attest

*Joseph A. LeBlanc*

Register.

To Order of Conditions See Bk 1162 Pg 23  
 For Special Permit See Bk 1167 Page 281  
 See Special Conditions See Bk 1144 Pg 102

BK 1194 PG 102  
07/20/00 11:19 DOC. 147697

COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS  
DIVISION OF CONSERVATION SERVICES

URBAN SELF-HELP PROGRAM  
PROJECT AGREEMENT

Made this 1st day of November, 1998 between the Town of Great Barrington, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**.

WHEREAS, the **PARTICIPANT** has established a Park, Recreation, or Conservation Commission under Massachusetts General Laws Chapter 45, § 2 or Massachusetts General Laws Chapter 40, § 8C, hereinafter referred to as the **COMMISSION**, and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Urban Self-Help Program, pursuant to St. 1977, Chapter 933, as amended, for a project briefly described as follows:

USH # 1, Memorial Field

This project shall consist of the design and renovations to Memorial Field, including the development of a skateboard park and skating rink, renovations to fields and courts by the Town of Great Barrington

, hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has received said application and found the application to be in conformance with the Statewide Comprehensive Outdoor Recreation Plan, St. 1977, Chapter 933, as amended, and the Urban Self-Help Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of Fifty thousand dollars and zero cents (\$ 50,000.00).

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform this Agreement in accordance with the Massachusetts Urban Self-Help Program, its policies and regulation 301 CMR 5.00, Massachusetts General Laws Chapter 45, § 2, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described above by authorizing its **COMMISSION** to develop, manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as approved, including any promises, conditions, plans, specification estimates, procedures, project proposals, maps, and assurances made

For Dead Reference - See B 267, Page 289.

a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. Significant deviations from the **PROJECT** shall not be undertaken without advance approval by the **COMMONWEALTH**.

3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH** indicating the **PROJECT** received Urban Self-Help funds.
4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** agrees that any property or facilities comprising the **PROJECT** shall be retained and used at all times for park purposes as stipulated herein. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said park or outdoor recreation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the Urban Self-Help Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.

8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of park and recreation facilities, and that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. Consequently, the **PARTICIPANT** and the **COMMONWEALTH** agree that payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would, be an inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.
9. The **PARTICIPANT** agrees to record a copy of this Agreement at the Berkshire Registry of Deeds at the same time the deed for land comprising the **PROJECT** is recorded, and to provide proof of such recording to **COMMONWEALTH**. In the case of a development project, this Agreement shall be recorded with and a marginal notation entered on the deed to the property to be improved by **PROJECT**.

COMMONWEALTH OF MASSACHUSETTS:

BY Kathleen R. Bell  
 Secretary, Executive Office  
 Environmental Affairs

DATE: 9/22/99

PARTICIPANT:

BY Bernice J. Chou  
 Chief Executive Officer

PARK, RECREATION, OR  
 CONSERVATION COMMISSION

BY \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: 1/19/99

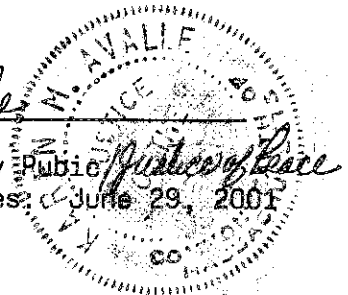
Attached hereto evidence of authority to execute this contract on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above.

BERKSHIRE, SS.

January 19, 1999

Then personally appeared the above-named Burke LaClair, Chief Executive Officer and acknowledged the foregoing instrument to be the free act and deed of the Town of Great Barrington, before me

*Karen Avalor*  
Karen Avalor, Notary Public  
My Commission Expires June 29, 2001







TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

OFFICE OF THE TOWN CLERK

At a legal meeting of the qualified voters of the Town of Great Barrington held on May 4, 1998 the following business was transacted under Article 18:

On a motion by William Fields, seconded by Paul Gibbons voted that the Town authorize the Town Manger to accept a grant from the Commonwealth of Massachusetts Executive Office of Environmental Affairs of up to sixty percent (60%) of the cost of one hundred ninety thousand dollars (\$190,000.00) for the purpose of design/development/renovation of the Memorial Project.

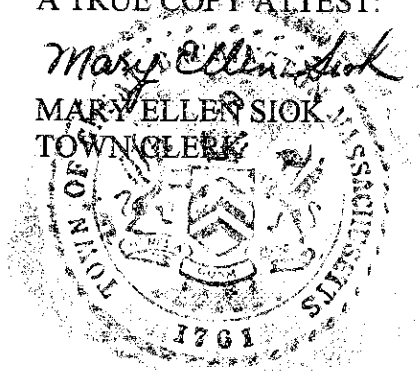
The moderator allowed the following 7<sup>th</sup> grade students to speak on this article: David Moser, Ned Ivory and Sage Atwood. Also speaking on this article were Burke LaClair, Alice Bubriski, Karen Smith and Craig Okerstrom-Lang.

VOTED AT 8:55 P.M.

A TRUE COPY ATTEST:

*Mary Ellen Siok*

MARY ELLEN SIOK  
TOWN CLERK





TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

OFFICE OF THE TOWN CLERK

At a legal meeting of the qualified voters of the Town of Great Barrington held on May 4, 1998 the following business was transacted under Article 19:

On a motion by William Fields, seconded by Paul Gibbons voted that the sum of one hundred ninety thousand dollars (\$190,000.00) be appropriated for the purpose of design/development/renovation of the Memorial Park Project of which \$135,000. 00 is to be raised in the fiscal year 1999 tax levy.

Karen Smith spoke on this article.

VOTED AT 8:58 P.M.

A TRUE COPY ATTEST:

*Mary Ellen Siok*  
MARY ELLEN SIOK  
TOWN CLERK

SOUTHERN BERKSHIRE REGISTRY OF DEEDS