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# TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

# SELECTBOARD'S MEETING AGENDA MONDAY, JANUARY 14, 2019 7:00 PM – REGULAR SESSION TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

#### 7:00 PM - OPEN MEETING

- 1. CALL TO ORDER:
- 2. APPROVAL OF MINUTES:

December 12, 2018 Special Meeting.

- 3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:
  - A. General Comments by the Board.
- 4. TOWN MANAGER'S REPORT:
  - A. Department Updates
    - Police Community Academy.
  - B. Project Updates.
- 5. OLD BUSINESS:
  - A. Continuation of Selectboard's Policies. (Discussion/Vote)
  - B. Continuation of Liquor Policy. (Discussion/Vote)
  - C. Review of Fire Study. (Discussion/Vote)
  - D. **Continuation** of Beverage Alcohol Training (BAT) for Package Store employees. (Discussion/Vote)

#### 6. NEW BUSINESS:

- A. SB To Accept plaque given to River Walk by the National Park Service naming Great Barrington's River Walk a National Recreation Trail. (Discussion/Vote)
- B. SB To Grant permission to locate River Trail Markers connecting the Upper Trail to the Lower Trail. (Discussion/Vote)

- C. SB Approval of Modification to Marijuana Host Community Agreement. (Discussion/Vote)
- D. SB Approval of Change of Location for Highminded LLC Marijuana Host Agreement. (Discussion/Vote)
- E. Berkshire Regional Transit Authority (BRTA) Use Survey. (Discussion/Vote)
- F. SB Continuation Discussion of Regulations and Enforcement Provisions on Water Bottle Ban. (Discussion/Vote)
- G. SB Submittal of EPA Brownfield Clean up Grant Application. (Discussion/Vote)
- H. SB Endorse Representative Smitty Pignatelli's Proposal to Reform the Chapter 90 Funding Formula. (Discussion/Vote)
- SB Gwendolyn VanSant/Multicultural BRIDGE for permission to install the DuBois Native Son Flags/ Banners along Main Street from January 18 - March 10, 2019. (Discussion/Vote)
- J. SB Appointment of member to the Tree Committee. (Discussion/Vote)
- K. SB Appointment of members to the Town Manager Screening Committee. (Discussion/Vote)
- 7. CITIZEN SPEAK TIME:
- 9. SELECTBOARD'S TIME:
- 10. MEDIA TIME:
- 11. ADJOURNMENT:

NEXT SELECTBOARD'S MEETING: Monday, January 28, 2019, 7:00 P.M.

Jennifer Tabakin, Town Manager

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

#### Great Barrington Police to Host Community Police Academy in January

#### Residents Encouraged to Sign Up

GREAT BARRINGTON -- Chief William Walsh is pleased to announce that the Great Barrington Police Department's Community Police Academy will be held in January and residents are encouraged to sign up.

#### WHEN:

Program runs from Jan. 15-31 on Tuesdays and Thursdays from 6-9 p.m.

#### WHERE:

Great Barrington Police Department, 465 Main St.

#### WHO:

Participants must be at least 18-years-old and must live or work in Great Barrington.

#### WHAT:

The Community Police Academy is designed for community members seeking to understand and learn about law enforcement and police services in Great Barrington.

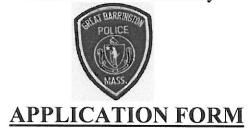
Topics that the course will cover include: How police officers work, special police operations, use of force, policies and procedures, criminal law and investigations.

"This is a great opportunity for our residents to gain a better understanding of what our officers do and how we serve our community," Chief Walsh said. "We hope to see a large turnout of participants and our officers look forward to getting to know some of our community members on a more personal level."

Space is limited and eligible participants are required to submit an application. To download the application click <u>here</u>, and return it to the police station, 465 Main St.

For more information or to enroll contact Sgt. Adam Carlotto by calling 413-528-0306 ext. 143 or email acarlotto@townofgb.org.

### Great Barrington Police Department Citizen Police Academy



NAME:	
ADDRESS:	
EMAIL:	
DATE OF BIRTH:	SOCIAL SECURITY #:
HOME PHONE:	CELL PHONE:
PLACE OF EMPLOYMI	
OCCUPATION:	
HAVE YOU EVER BEEN	ARRESTED? YES NO
IF YOU HAVE BEEN AR	RESTED, PLEASE INDICATE WHAT YOU WERE
	HERE:
HOW DID YOU HEAR A	BOUT THE CITIZEN POLICE ACADEMY?
I give my permission to the	I have completed the above information fully and accurately.  Great Barrington Police Department to conduct a background my suitability for admission to this program.
Signature:	Date:
Complete and Return to:	Sergeant Adam Carlotto Great Barrington Police Department 465 Main St. Great Barrington, MA 01230
	rding this program, please contact Sergeant Adam Carlotto at
528-0306.	

#### Selectboard Policies and Procedures

#### I. Selectboard Roles

Leadership, governance and oversight responsibilities: promote the town, serve as advisor to town manager, oversight of town operations, management and strategic plan, set outcomes, evaluate impacts, measure performance, review agenda.

#### A. Legal responsibilities:

- 1. chief executive branch of town government
- 2. coordinates with other town elected committees, "government by committee"
- 3. appointments on boards, committees, assignments
- local licensing authority
- 5. local permitting authority
- 6. a special permit granting authority
- 7. set policy and propose bylaws for town meeting warrant
- 8. oversee preparation of budget with finance committee and town manager
- 9. call for town meeting and approve all warrant articles for agenda
- 10. sets fees
- 11. create general rules and regulations for town operations
- 12. appoint town counsel and approve legal strategy
- 13. sign warrants to pay all town bills
- 14. serve as road commissioners
- 15. serve as sewer commissions
- 16. appoint town manager
- 17. conduct annual review of town manager
- 18. communications to public on issues and respond to citizen concerns

#### B. Annual Tasks

- 1. annual board organization: establish roles, responsibilities, and reassign liaisons as necessary
- 2. Selectboard appointments to boards and committees
- 3. Tax classification hearing August
- 4. annual financial policy and budget plan
- 5. issue annual report
- 6. set policy and strategic direction
- 7. coordinate the activities of other boards
- 8. resolve problems that have not been settled at lower levels.
- 9. participate in the budget process
- 10. provide leadership in the development of the capital improvement program
- 11. identify town projects for CPA funding
- 12. set risk management policy
- 13. monitor financial performance of the town
- 14. sign payment of warrants / invoices
- 15. review budget policy establishing free cash and holding tax classification hearings
- 16. establish stabilization fund policy
- 17. review monthly and quarterly financial reporting

#### II. Selectboard Responsibilities

- A. Liaison with Town Boards and Committees assigned to one or more of the Town Boards and/or Committees, to attend meetings and activities when considered appropriate and maintain current information to be passed on to the Select Board upon request or as per regular agenda item.
- B. Liaison with Town Departments assigned one or more of the Town departments to serve as a policy liaison, to maintain overall information on the department status and operations and objectives, to assist Town Manager with resolution of issues and to advise the Town Manager on overall policy and strategy. Provide expertise to Selectboard on department area to guide general oversight.
- C. Liaison with Outside Groups assigned to serve as liaison or member of outside committees, to represent the Selectboard and exchange information.
- D. Selectboard Subcommittees: formed by the Chair or Board members to address specific issues, strategies or projects.

#### III. The Officers of the Board

- A. The Chair: The Chair is chosen by fellow Selectboard members to serve a term of one year. The responsibilities of the Chair include: preparation of the agenda for all Selectboard meetings with the Town Manager, calling meetings of the Board, coordinating an annual evaluation of the Town Manager, presiding over all meetings and public hearings as per Robert's rule of order, recognizing others to speak during each meeting and encouraging complete discussion of all relevant issues before the Board. Being Chair does not mean the Chair forfeits the right to vote on any matter, the right to make a motion or the right to express himself as a Board member. The Chair of the Board shall sign all documents as required by law.
- B. Vice-Chair/Clerk: The Vice-Chair/Clerk is responsible for serving as Chair in the Chair's absence. Should the Chairman resign, the Vice-Chairman automatically succeeds him/her. The Clerk of the Board shall sign all documents as required by law.
- C. Designated Alternative: If the Vice Chair/ Chair are unable to perform their duties, the senior member of the board present at the time shall be designated to perform said duty.

#### IV. Meeting Schedule

- A. Regular Meetings: Regular meetings of the Selectboard shall be the second and fourth Mondays of the month. The Board shall not meet on days designated as legal holidays. When a meeting date is to be rescheduled because of a legal holiday, the Board shall agree on a date to reschedule. \*\*Public comment(s) is addressed in Section VIII. Citizen Speak Procedures.
- B. Notice of Meetings: All meetings of the Selectboard shall be duly posted in compliance with MGL Open Meeting Law requirements. The Town Manager on behalf of the Chair is responsible for providing the Agenda to the Town Clerk in accordance with the Open Meeting Law for posting on the Town's website, notice board inside and outside of the Town Hall, and notifying the media.
- C. Meeting Procedures:
  - Meetings are to be conducted in accordance with generally accepted rules of parliamentary
    procedure. Robert's Rules of Order is used as a guide in matters requiring clarification of
    definition. Motions to reconsider must be made no later than the next regularly scheduled
    business meeting following the meeting at which the original vote was taken.
  - 2. A quorum shall consist of the majority (3) members of the board. At times when only three members are present, all three members must vote similarly for a majority vote. Approvals of Special Permits shall require a majority vote of four (4) members of the Board.

- 3. Any rules or procedures as to functioning of the Board may be amended, repealed or otherwise acted upon by a majority vote, at a duly posted meeting of the Selectboard, provided a guorum of members is in attendance.
- 4. In accordance with the Town bylaws, the Chair is encouraged to take public comment when appropriate. The press and the public have the right to be present at any open meeting, however they have no right to participate except during public hearings, citizen speak, or media time unless and until they are recognized by the Chair. All public inquiries shall be addressed to the Chair.
- Meeting participants shall conduct themselves in a professional manner. No demonstrations
  or signs will be allowed in the meeting room. Individual shall refrain from verbal outbursts.
  Cell phones and pagers shall be silenced prior to the meeting.
- 6. Anyone addressing the Board during the meeting, including citizen speak time, shall proceed to the lectern after being recognized by the Chair, and adhere to the Citizen Speak Procedure. Before speaking, they shall state their name and address. There shall be a time limit of 3 minute per speaker unless extended by the Chair.

#### V. Preparing the Agenda

- A. The responsibility for preparing the agenda for the Selectboard meetings shall be the Chair, Vice Chair, and the Town Manager. Finalized agendas along with supporting background information shall normally be available no later than the close of business on the Friday of the week prior to the next scheduled meeting. The deadline for having requested items on the agenda is 12:00 P.M. the Wednesday of the week prior to the next scheduled meeting. All information relevant to the agenda topic shall also be provided by this time. All information shall be provided to the office of the Town Manager to be included in the agenda packets.
- B. Any items requested by members of the Board shall be placed on the agenda, however, the Chair, Vice Chair, and Town Manager will use discretion and may need to defer a topic to the next available meeting. Agenda items will be deferred to the next meeting if supporting documentation is received after the 12:00 PM deadline.
- C. Agenda items should include background information with the agenda packets so that Board members can review and prepare for discussion prior to the meeting. This procedure does not limit an individual member of the Selectboard from raising a concern about an issue under "Selectboard Time". However, no formal action shall be taken by the Board until a future meeting.
- D. Before raising issues publicly at a meeting, Board members should first advise the Town Manager prior to the meeting of issues, concerns, or complaints so that an appropriate response or update can be provided.

#### VI. Public Hearing Procedures

State law and various Town bylaws require the Selectboard to hold public hearings on certain issues before any action can be taken.

- A. The Board will schedule the dates for the hearings.
- B. The Chair will open the hearing by identifying the purpose of the hearing and the rules to be followed during the hearing. The Chair will ask for a motion to open the public hearing to be voted on by members of the Board.
- C. The Selectboard has the authority to subpoena a person or relevant information.
- D. The basic format of the hearing will be:
  - 1. Chair shall open the public hearing
  - 2. Explanation of project

- 3. Speak in Favor/Opposition- Note if there are any letters submitted and if they were in favor or opposition
- 4. Motion to close public hearing
- 5. Motion re: findings of fact
- 6. Motion re: approval/denial/table

#### VII. Approval of Licenses

- A. The applicant is strongly urged to appear at the Selectboard meeting when the license will be discussed. If no representative is present, the Board reserves its right to postpone the issue to the next business meeting of the Board or disapprove the application.
- B. If a license application is filed between Selectboard meetings, and the license, if not obtained before the next Selectboard meeting, would cause the applicant irreparable harm, the Chair will have authority to call a special Selectboard meeting. As stated above in the Meeting Procedures section, a quorum will consist of at least three members.

#### VIII. Board and Committee Speak Procedures

All boards and committees have the right to request agenda time to address the Board members on matters related to the board or committee. Prior to the meeting, the chair of the board or committee shall provide background material on the matter(s) to be discussed along with the results of any board or committee voting on the matter(s) being presented. All members of the board or committee shall be informed by its chair of said board or committee of the matter(s) that will be presented to the Selectboard and shall be the responsibility of the chair. When a board or committee addresses the Selectboard, the chair of said board or committee should be in attendance. If the chair cannot attend, the chair shall include with the background material a statement as to who will be speaking on behalf of the board or committee.

#### IX. Citizen Speak Procedures

- A. All citizens shall have the right to speak for a period not to exceed five (3) minutes after being recognized by the Chair unless a longer period of time is granted by the Chair.
- B. Citizens who choose to speak during Citizen Speak time shall have the opportunity to address the Selectboard once during each meeting.
- C. The speaker shall not engage in personal attacks against citizens or public officials and shall remain courteous and respectful at all times.
- D. Citizens shall speak for themselves and not speak on behalf of others who are not present unless specific permission is granted by the Chair. Generalized accusations and innuendoes will not be permitted.
- E. The Chair may rule the citizen out of order and the citizen will lose the right to speak, if the speaker fails to remain courteous and respectful.
- F. The Chair may respond to a citizen and put an item on a future agenda, but the Selectboard and chair are unable to problem solve or enter debate during Citizen Speak.

#### X. Minutes

- A. Regular Meeting: Minutes will be available to the public after review and approval by the Board.
  - 1. Draft meeting minutes are available in agenda packets, but are not considered public record

- until approved by the Board.
- 2. Meeting minutes should be on the agenda of the next regular scheduled meeting or by 30 days post meeting at the latest.
- B. Executive Session Meeting Minutes: Minutes of executive sessions should be reviewed at reasonable intervals to determine if the Open Meeting Law warrants continued non-disclosure.
  - 1. Minutes shall be released, once they have been approved in executive session by the Board.
  - 2. Upon request for minutes of an executive session, the law requires a two-stage review of minutes. First, to determine whether executive session purpose continues to warrant confidentiality and second, to determine whether the attorney-client privilege or one or more of the exemptions under the Public Records Law apply to withhold the minutes, or a portion thereof, from disclosure. After review, the Selectboard must respond to the requester and either make the minutes available or provide an explanation of what is being withheld and why. Please refer to MA M.L. c. 30A, § 22(f), (g)(2).
- C. All approved minutes are considered public record and will be available immediately. They will also be posted on the Town's website within 48 hrs.

#### XI: Town Manager Evaluations

The Selectboard is responsible for an annual evaluation of the Town Manager.

- A. The evaluation shall begin around April 1st and be completed no later than May 1st.
- B. Bi-annually (every other year) in lieu of a Selectboard evaluation, a comprehensive community evaluation will be conducted by a third party. Staff, press, elected officials, business owners, and residents will be selected at random to participate in the community evaluation.
- C. Copies of all Town Manager evaluations are public record.

#### XII. Selectboard Response on Received Communication

The Selectboard welcomes communication through whatever vehicle is chosen by its constituents, i.e. email, written letters, phone calls, personal contact. It is the intent to handle inquiries on a timely basis (within 24 hours) when possible. Communication sent to the Town Hall shall be considered public documents. When communication is addressed to the ENTIRE Selectboard, the Vice Chair/Clerk of the Selectboard will within 1 business day confirm receipt of inquiry to the individual and inform (CC) the rest of the Board and the Town Manager when a response has been sent. The Chair and Town Manager shall review the matter as follows:

- A. Routine Matters: If the matter can be routinely handled by staff, the Town Manager shall, within 1 business day from Vice Chair's email, contact the individual providing adequate information guide the individual with said matter. Appropriate staff should always be included in communication from Town Manager, where applicable.
- B. Non-Routine Matters: Should the matter be a non-routine administrative matter, the Chair and Town Manager shall arrange for the matter to be included on the agenda of the earliest/most convenient Selectboard meeting. The Chair shall notify the individual when the item will be on the Selectboard agenda. The Selectboard shall discuss the matter publicly and may refer the matter to the Town Manager and/or an appropriate board/commission/committee for further investigation. Should the matter be acted upon by the Selectboard, the Town Manager shall so inform the individual. Alternatively a meeting may be scheduled between the Chair, Town Manager and appropriate staff when appropriate.
- C. Should the matter be referred, a report from the referral entity shall be submitted at a regular meeting of the Selectboard as soon as possible.

This procedure is not intended in anyway to inhibit an individual Selectboard member from discussing any

matter with his/her constituents. Individual members of the Selectboard may establish independent mechanisms for responding to inquiries including, but not limited to, forwarding the matter to the Town Manager for investigation and may forward to the Selectboard Chair also. However, those actions are the sole responsibility of the individual Selectboard member and should not be construed or conveyed to be the official policy of the Selectboard or Town of Great Barrington. Routine matters should always be sent to appropriate staff and include (CC) the Chair and Town Manager.

#### XIII. Executive Sessions

All Executive Sessions shall conform to the requirements of the open meeting law. There will be no outside discussion of the content of matters addressed in Executive Session, unless and until the Selectboard determines it appropriate to discuss an item in a public session. Recording secretary may be asked to attend. There shall be no audio recording of executive sessions.

#### XIV. Confidential & Personnel Information

Information provided to the Board on confidential personnel matters will not be shared with the public and to the extent permitted by law.

## XV. Protocol for Implementing Zoning Bylaw for Housatonic Mills Revitalization Overlay District (HMROD)

When the HMROD is utilized, the following set of procedures shall be adhered to for implementation of any of the components of section 9.8. This is to ensure a smooth open process enabling all boards/commissions either elected or appointed and the public to have the proper ability to participate.

- A. When an individual/developer wishes to invoke the HMROD process, the initial step shall involve a meeting of the Development Review Team (DRT), which will examine the scope of the proposal. Within 30 days after the initial submittal to the DRT, a joint meeting of the Selectboard and Planning Board shall be scheduled where the two boards will review the DRT initial report and hear a presentation from the developer. All other boards/commissions of the Town of Great Barrington shall be notified of the joint meeting. Should both the Selectboard and Planning Board find merit in the concept proposal submitted, additional review meetings shall commence with the DRT, Planning Board and the developer to enable the developer to formally submit a special permit application. Upon receipt of the formal special permit application, the required public hearing shall be held within 65 days from date of submittal.
- B. The developer shall identify at the earliest possible stage any potential infrastructure inclusive, but not limited to, roadway or utility modifications desired, tax increment financing, property acquisition, and/or long term maintenance obligations to be borne by the Town of Great Barrington. These related matters will require concurrence of the Selectboard at the earliest opportunity and prior to the granting of any special permit by the Planning Board. A timeframe for development improvements inclusive of any improvements required by the Town of Great Barrington shall be subject to approval of the Selectboard and incorporated as necessary in the order of conditions in the issuance of a special permit.
- C. Minutes and agendas from all meetings involving potential developers utilizing the HMROD shall be distributed to the Selectboard and/or Planning Board.
- D. In the Planning Board deliberations with developers utilizing the HMROD, the Planning Board shall

- take into account the fiscal impact for the Town of Great Barrington inclusive of tax base revenues, infrastructure capability recognizing that various financial arrangements shall require Selectboard approval.
- E. This protocol for HMROD shall remain in full force and effect until modified by majority vote of both the Planning Board and Selectboard. This protocol shall be incorporated into the rules and regulations of the Planning Board, rules and regulations of the Selectboard and the permitting and development guidebook.

#### XVI. Special Permit Regulations

- A. Authority and Jurisdiction: These rules and regulations are established and promulgated by the Great Barrington Selectboard pursuant to the provisions of Massachusetts General Laws, Chapter 40A, Section 9 as amended; Chapter 593 of the Acts of 1989, and Section 10.4 of the Great Barrington Zoning Bylaw, and are intended to augment and complement said statutes and the Great Barrington Code.
- B. Effective Date: These rules and regulations shall take effect upon a majority vote of the Selectboard after a public hearing in a newspaper of general circulation in Great Barrington, said advertisement to be published not less than seven (7) days before the public hearing. They shall apply with the force of law to all special permit applications filed on or after the date of said vote.
- C. Applications: Applications for special permits shall be filed with the Town Clerk on either Form SP-1 (short form) or SP-2 (long form) according to the primary use as determined by the Town's Inspector of Buildings. At least one complete copy, including all maps, plans and other documentation, shall be on sheets no larger than 11 inches x 14 inches.
  - 1. The long form (SP-2) shall be used for any special permit application under the following subsections of Section 3.1.4 of the Great Barrington Zoning Bylaw.
    - a. Subsection A (4) Assisted living residence A (8) Open space residential development A (9) Planned unit residential development (PURD) A (10) Publicly financed nonprofit age restricted housing
    - b. Subsection B (1) Camping facilities B (5) Commercial amusements B (8) Educational use, nonexempt B (9) Golf or country clubs B (10) Hospitals, sanitariums, nursing homes, convalescent homes or philanthropic institutions B (13) Riding stables B (14) Ski tows B (15) Summer camps
    - c. Subsection C (2) Fast food eating establishments C (3) Fuels storage and sales, excluding motor vehicle fuel stations C (4) Garages, public C (8) Hotels C (9) Institutional administrative offices or planned professional office developments or research centers C (10) Large scale commercial development C (11) Lumberyards C (12) Motels or overnight cabins C (13) Motor vehicle fuel stations
    - d. Subsection E (1) Aviation fields, public or private E(3)Freight terminals, truck or rail E
       (6) Personal wireless tower or structure
    - e. Subsection F (2) Gravel, loam, sand and stone removal for commercial purposes F
       (3) Light Manufacturing F (4) Sawmills and Manufacturing of Forest Products (Special provisions)
  - 2. All other special permit applications may be filed on Form SP-1 (short form) unless the

Inspector of Buildings or the Special Permit Granting Authority (SPGA) by majority vote requires the filing of Form SP-2 (long form). Applications may be submitted to the Inspector of Buildings or a representative of the SPGA for review before filing with the Town Clerk.

- 3. Elevation contours on plans submitted with any application filed under subsection F (2) of Section 3.1.4 shall be at intervals of no more than two (2) feet. Elevation contours on plans submitted with all other special permit applications may be at intervals of ten (10) feet, unless the SPGA shall require otherwise.
- 4. All plans submitted with special permit applications shall be drawn to scale and signed, sealed and dated by an engineer registered in Massachusetts. Specific scales on drawings and plans shall be as follows:
  - a. Site plan, parking plan, landscaping plan and drainage plan: one (1) inch shall equal forty (40) feet.
  - b. Separate plan showing general characteristics of land: one (1) inch shall equal a maximum of one hundred (100) feet.
  - c. Separate scaled drawing of the fully constructed building or change to the existing building shall be submitted. Any photos that are submitted shall be legible if reproduced.
- 5. Every application for a special permit shall be accompanied by a drainage plan demonstrating that all drainage is either accommodated on the property or directed to a drainage system approved by the SPGA. If post-development flows off the property will differ in any way from pre-development flows, the drainage system shall be designed by a civil engineer registered in Massachusetts and shall be reviewed and approved by the town's consulting engineer at the applicant's expense as provided by Section D of these Rules and Regulations.
- 6. Every application for a special permit shall be accompanied by a parking plan showing the specific locations of an adequate number of off street parking and loading places to comply with the provisions of Section 6.1 of the Great Barrington Zoning Bylaw and any additional requirements of the SPGA. Each parking space on the plan shall be numbered. Designated loading areas, employee parking and handicapped parking shall be labeled as such.
- D. If requested by the Planning Board, an application for special permit shall be accompanied by a landscaping plan satisfactory to that Board, and the Planning Board shall certify in writing to the SPGA its approval of the plan before the SPGA acts on the application. Shall a continuance of the hearing be necessary to complete and certify such plan, it may be granted by the SPGA upon request of the Planning Board.
- E. In the event of a continuance of the special permit hearing or decision beyond the statutory time limit set forth by MGL Ch. 40A, Sec. 9 is required for the purpose of completing any plan to the satisfaction of the SPGA, the Planning Board or any other Town Board or official, the applicant and the SPGA may agree in writing to such continuance.
- F. Failure of the applicant to agree to such continuance shall be prima facie evidence that the applicant is not in compliance with all provisions and requirements of Section 10.4 the Great Barrington Zoning Bylaw and these Regulations, and shall be grounds for rejection of the special permit application.
- G. Schedule of Fees

- The minimum filing fee for a special permit shall be \$150. No special permit application shall be
  accepted without payment in full of the required filing fee. Notwithstanding the foregoing, the SPGA
  shall be empowered to waive all or part of any fee for applications submitted by municipal or charitable
  organizations.
- 2. All reasonable costs approved by the majority vote of the SPGA as necessary for the employment of experts or consultants by any board, agency or official of the Town for the purpose of analyzing or evaluating any project that is the subject of a special permit application shall be assessed to the applicant and shall constitute part of the filing fee. Such costs shall be determined to the satisfaction of the SPGA on the basis of estimates from professionals such as civil engineers, traffic engineers, hydrologists, botanists, and the like, as well as the experience of Town boards, departments, agencies and officials derived from similar projects.
- 3. Upon determination by the SPGA of the monies required for evaluation or analysis, the SPGA shall notify the applicant in writing, by first-class mail, postage prepaid, of the consultant or the consultants chosen to evaluate the project and the fees required for such evaluation. The SPGA shall notify all other parties in interest by first-class mail, postage-prepaid, of the nature of the evaluation and the choice of consultant.
- 4. All required fees shall be paid by the applicant to the Town within ten (10) business days of receipt of such notification. Payment shall be by check certified by a bank doing business in Massachusetts or issued by such a bank. For the purpose of this section, receipt of notification shall be construed to be two (2) business days after the date of written notification to the applicant, or the postmark thereon, if such postmark is a later date.
- 5. In the event additional evaluation of the project is requested by any board, agency or official of the Town after the initial deposit of funds, and if such additional evaluation is approved by a majority vote of the SPGA, the SPGA shall determine the additional monies required and shall require those amounts to be paid to the Town.
- 6. The SPGA shall notify the applicant in writing, by first-class mail, postage prepaid, of the consultant or consultants chosen and the fees required for such additional evaluation. The SPGA shall notify all other parties in interest by first-class mail, postage prepaid of the nature of the additional evaluation and the choice of consultant.
- 7. Such additional fees shall be paid with ten (10) business days of receipt of notification by the application. Payment shall be by a check certified by a bank doing business in Massachusetts or issued by such a bank. For the purpose of this section, receipt of notification shall be construed to be two (2) business days after the date of written notification to the applicant or the postmark thereon, if such postmark is a later date.
- 8. All fees paid under the provisions of Section D (2) shall be deposited in a special account established by the Town Treasurer in the Town Treasury and shall be kept separate and apart from other monies. The special account, including accrued interest, if any, shall be expended at the direction of the SPGA without further appropriation; provided, however, that such funds shall be expended only in connection with carrying out the responsibilities of such SPGA under law.
- 9. Any excess amount in the account attributable to a specific project, including any accrued interest at the completion of said project shall be repaid to the applicant or to the applicant's successor in interest, and a final report of said account shall be made available to the applicant or to the applicant's successor in interest. For the purposes of this regulation, a project shall be deemed complete upon issuance of a final Certificate of Occupancy by the Inspector of Buildings, or if no Certificate of Occupancy is required, by written certification by the Inspector of Buildings that the project has been completed to his satisfaction.
- 10. The Town Accountant shall submit annually to the Selectboard a report of such special account for their review. Said report shall be published in the annual town report, and the Town Accountant shall submit a copy of same annually to the director of the bureau of accounts.
- 11. Failure or refusal to pay any fee assessed to the applicant by the SPGA acting under the provisions of this regulation shall be grounds for summary denial of the special permit application.

- H. Administrative Appeal: In the event any party in interest in a special permit proceeding is dissatisfied with any consultant selected by any board, agency or official of the Town to analyze or evaluate any project that is the subject of said permit application, that person may file with the Selectboard a written appeal of the selection.
  - 1. Any such appeal shall be accompanied by a filing fee of fifty dollars (\$50) and shall be filed within ten (10) business days of the appellant's receipt of notification of the selection of the consultant. For the purpose of this section, receipt of notification shall be construed to be two (2) business days after the date of written notification or the postmark thereon if said postmark is a later date.
  - 2. Any appeal filed under this section shall be administrative in nature and shall be limited in its grounds to claims that the consultant selected has a conflict of interest or does not possess minimum qualifications consisting of an educational degree in or related to the field at issue, or three or more years of practice in the field at issue or a related field.
  - 3. The required time limits for action by the SPGA on the special permit application that is the subject of any such appeal shall be extended by the duration of the administrative appeal. In the event that no decision is made by the Selectboard within the one month following the filing of the appeal, the selection of the consultant shall stand.
  - 4. Such an administrative appeal shall not preclude further judicial review, if otherwise permitted by law, on the grounds provided for in this section.
- I. Severability: The invalidity of any section or provision of these rules and regulations shall not invalidate any other section or provision thereof, nor shall it invalidate any special permit previously issued, not proceeding previously conducted thereunder.
- J. Filing of Record of Proceedings and Order of Conditions: The Town Manager shall cause to be filed the Order of Conditions and the Record of Proceedings on any Special Permit with the Town Clerk within 30 days following the Selectboard's vote approving or denying the Special Permit, but in no case later than 90 days following the close of the public hearing.

Revised 9/5/95

Revised 8/25/05

Revised 2/12/07

Revised 7/23/07

Revised 1/24/11

Revised 4/25/11 Revised 9/12/11

Revised 10/11/11

Revised 3/26/12

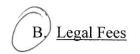
Revised 10/24/16

Revised 8/25/18

#### Great Barrington Selectboard liquor license policy DRAFT

It is the policy of the Selectboard to allow a period of time to pass between the issuing of new license or the transfer of existing licenses and the issuing of any subsequent license. This period of time is determined by the board and used to assess the needs/wants and overall impact to the community the current licenses have and determine the need/want and overall impact of additional licenses. No new license or transfer of existing license will be issued without an assessment of need/want and community impact.





Initial agreement

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. <u>Late Payment Penalty</u>: 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 with 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.

#### **GREAT BARRINGTON AND**

Revesal Agreement See Page 3.

#### **HOST COMMUNITY AGREEMENT**

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this []
day of, 2019 by and between, a Massachusetts limited
liability company and, any successor in interest, doing business as, with a principal
office address of (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 (DESCRIPTION OF SQUARE FOOTAGE OF OPERATION), located at, Great Barrington, as shown as Assessor's Map, Parcel(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 sales from marijuana and marijuana-related product sales at the Facility. The term "gross sales" 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.
- 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.



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 **reimburse the Town for** legal expenses associated with **the negotiation and execution** of this Agreement.



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

- 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. <u>Late Payment Penalty</u>: 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 with 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:

#### 14. Severability

If any term of 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	CORPORATION		
Stephen Bannon	Name	_	
Chair, Selectboard,	Title		
On behalf of the	On behalf of		
Town of Great Barrington			

638535v2/GRBA/0084

December 21, 2018

Stephen Bannon, Chair of Selectboard Town of Great Barrington 334 Main Street Great Barrington, MA 01230

**RE: Notice of Community Outreach Meeting for HIGHMINDED LLC** 

#### **Community Outreach Public Notice**

Notice is hereby given that HIGHMINDED LLC shall host a Community Outreach Meeting for a proposed Marijuana Establishment on January 10, 2019 at 5:30pm at the Fairfield Inn & Suites, 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Retailer is anticipated to be located at 126 Main Street, Great Barrington, MA. There will be an opportunity for the public to ask questions.

RECEIVED TOWN MANAGER

DEC 21 2018

BOARD OF SELECTMEN GREAT BARRINGTON, MA

## highminded

December 20, 2018

#### Host Community Agreement Application

- 1. Name and contact info of license holder
  - Highminded LLC
     Alexander Farnsworth
     Managing Director
     af@alexanderfarnsworth.com
     801.419.7327
     370 Main Road, Monterey MA 01245
- 2. Name and contact info of applicant representative if different (person filling out this form)

Kathleen M. McCormick, Esq. McCormick, Murtagh & Marcus 390 Main Street, Suite 2 Great Barrington MA 01230 (413) 528-0630 kmccormick@mccormicklegal.com

3. Name and contact info of person responsible for day-to-day operation (Store Manager, etc.)

Brayden Farnsworth
Operations Director
braydenfarnsworth@gmail.com
801.419.7358
214 Bluff Street #C, Oregon City Oregon 97045

4. Employment history of store manager, past 5 years

Customer Service and Product Specialist Cannabis Nation, Inc. Feb 2018 - current Portland, OR

Co-Founder and Operations Manager Bird Bid, LLC. January 2017 - February 2018 Portland, OR

Purchasing Manager Sterling ATM, Inc. July 2016 - June 2017 Salt Lake City, UT

Buyer Curtiss-Wright Defense Solutions/Parvis LLC. July 2013 - July 2016 Salt Lake City, UT

## highminded

December 20, 2018

Physical Therapist Assistant Cutting Edge Physical Therapy June 2009 - July 2013 Sale Lake City, UT

5. List of all executives, managers or persons/entities having authority over the management, policies, security operations or cultivation operations of the establishment.

Alexander Farnsworth, Managing Director Brayden Farnsworth, Operations Director

6. Has anyone on the list of participants (principals, investors, employees) ever held an alcohol license? Ever been cited for an ABCC violation

7. Name and address of owners, investors, and other sources of capital resources available to the applicant for the purpose of establishing or operating the Marijuana Establishment.

Alexander Farnsworth, Majority Owner 3 Pierrepont Place 2A, Brooklyn NY 11201

Adam Lippes, Minority Owner 3 Pierrepont Place 2A, Brooklyn NY 11201

LippcoCapital, Minority Owner/Investor 50 Fountain Plaza #1700, Buffalo, NY 14202

8. DBA and business structure No DBA as of now

LLC.

9. Address of marijuana establishment and description of parts of the address to be used. (Floor number, square footage, doors to be used by customers/staff)

126 Main Street, Great Barrington MA 01230 Approximately 1,840 square feet There are three doors.

- 10. Description/drawing of view from the street, view from abutters (See Exhibit A for images.)
- 11. How many other facilities do principals have/are applying for and where?

  Applicant currently has a Host Agreement in place with the Town of Great Barrington dated July 16, 2018 for the premises located at 198 Main Street, Great Barrington. Applicant is currently under contract to purchase 126 Main Street, Great Barrington and is no longer pursuing licensing at 198 Main Street, Great Barrington.

## highminded

December 20, 2018

#### 12. Parking plan

Attached as Exhibit B, see the plan showing the onsite parking. In addition to onsite parking, street parking is available.

#### 13. Prevention of diversions

As set forth in the CCC regulations, we will require ID verification before any customer is allowed to enter the retail space and again will reverify IDs at checkout, both processes will be captured on security cameras.

In addition to the CCC requirements, we will also provide in-store materials directed at parents and caregivers on how to keep marijuana out of underage hands.

#### 14. Intended training and qualifications for staff

In addition to the required CCC trainings, we will hold monthly compliance and educational trainings, as well as immediate trainings on any new products or procedures.

# Date of Community Impact Meeting January 10, 2018, 5:30pm Fairfield Inn & Suites, Great Barrington

16. Date you would like to appear before the Selectboard? January 14, 2018

#### Exhibit A

Google Maps

125 MA-41

-

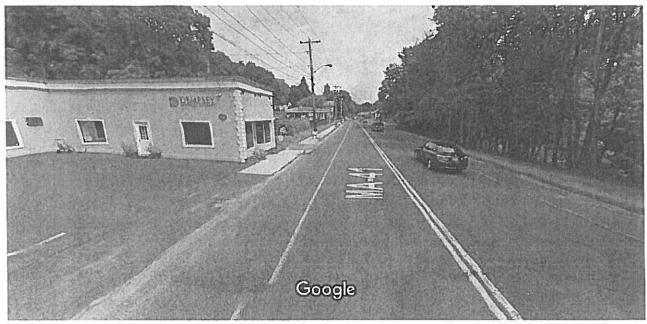


Image capture: Aug 2018 © 2018 Google

Great Barrington, Massachusetts

Google, Inc.



## Google Maps

125 MA-41

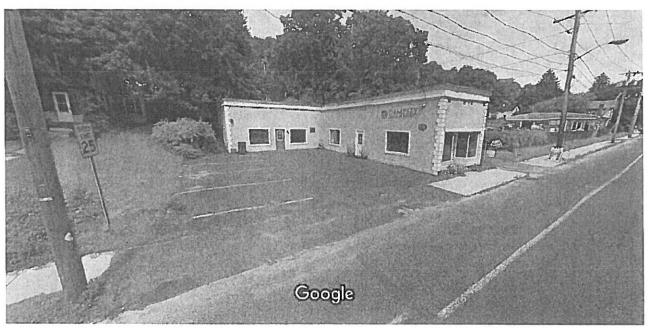


Image capture: Aug 2018 © 2018 Google

Great Barrington, Massachusetts

Google, Inc.



## Google Maps 123 Main St

Google

image capture: Aug 2018 © 2018 Google

Great Barrington, Massachusetts

Google, Inc.



## Google Maps 116 Main St

4

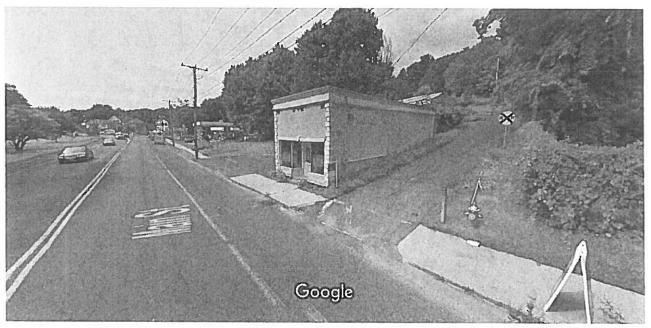
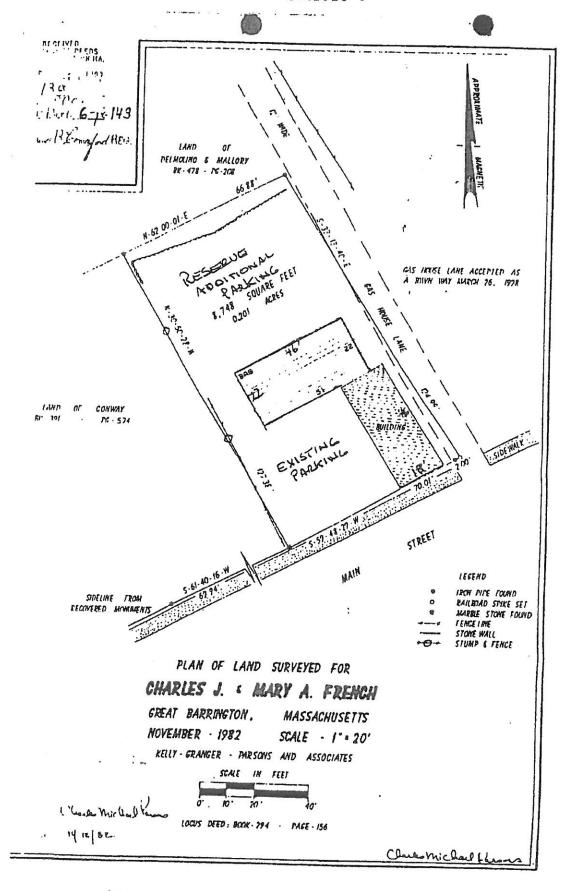


Image capture: Aug 2018 © 2018 Google

Great Barrington, Massachusetts

Google, Inc.





## South County BRTA Public Bus Service Survey

Please take this brief survey to provide feedback on proposed bus service in South County.

1. <b>1. Have you</b> Mark only one	ever ridden a BRTA e oval.	\ bus?*				
Yes	Skip to question	2.				
No	Skip to question 3.					
	ently do you ride t e oval per row.	he BRTA i	in South-County	y?		
		Daily	3+ times per week	Weekly	Monthly	Less than monthly
Route 2 (Le	ee to Pittsfield)					
Route 21 ( Lee)	Gt. Barrington to					
Route 21X	(Express Great to Pittsfield)			Contraction to the contraction of the contraction o		
Skip to question 4						
3. 3. For what r	reason(s) do you no t apply.	ot current	ly ride the bus?	*		
Schedu	le not convenient					
Bus sto	ps not convenient					
No know	wledge of bus stop lo	ocations				
Route d	oesn't need to go w	here I nee	d to go			
Not well informed or aware of the bus service						
Other:						

Skip to question 6.

\* Required

-	4. For what reason(s) do you use Check all that apply.	e the bus? *				
	Helping the Environment					
	Convenience					
	Lack of available cars					
	Economical					
	Other:					
Skij	to question 5.					
5.	5. Which South-County routes de Mark only one oval.  Route 2 (Lee to Pittsfield)	o you ride the	e most? *			
	Route 21 (Great Barringtor	to Lee)				
	Route 21X (Great Barringto		Express)			
			,			
6.	6. 6. The following routes are proposed and/or under consideration. If each were to be					
	implemented, how likely would you be to make use of each of the proposed routes?  Mark only one oval per row.					
		Von	Companyly	0		
		Very Unlikely	Somewhat Unlikely	Somewhat Likely	Very Likely	
	(A) Great Barrington/Housatonic circulator route				•	
	Barrington/Housatonic				•	
	Barrington/Housatonic circulator route (B) Great Barrington to South Egremont via Gt. Barrington Airport (C) Great Barrington to Sheffield (ending at Dewey Court)				•	
	Barrington/Housatonic circulator route (B) Great Barrington to South Egremont via Gt. Barrington Airport (C) Great Barrington to Sheffield (ending at Dewey				•	
	Barrington/Housatonic circulator route  (B) Great Barrington to South Egremont via Gt. Barrington Airport  (C) Great Barrington to Sheffield (ending at Dewey Court)  (D) Great Barrington to Pittsfield express bus via Stockbridge and Lenox (40 minute trip)  (E) Lenox to Housatonic local via Lenoxdale, Lee and Stockbridge				•	
	Barrington/Housatonic circulator route  (B) Great Barrington to South Egremont via Gt. Barrington Airport  (C) Great Barrington to Sheffield (ending at Dewey Court)  (D) Great Barrington to Pittsfield express bus via Stockbridge and Lenox (40 minute trip)  (E) Lenox to Housatonic local via Lenoxdale, Lee and				•	

#### 7. 7. What route(s) would you expect to use most frequently? What time of day would you use each of the following routes?

Check all that apply.

8.

	Early Morning (5AM-7AM)	Morning (7AM- 10AM)	Midday (10AM- 1PM)	Afternoon (1PM- 4PM)	Evening (4PM- 7PM)	Nighttime (7PM- 10PM)
Route A (Great Barrington/Housatonic circulator route):						
Route B (Great Barrington to South Egremont via Gt. Barrington Airport):			An annual section of the section of			
Route C (Great Barrington to Sheffield):					Accordance and	
Route D (Great Barrington to Pittsfield express bus via Stockbridge and Lenox):						
Route E (Lenox to Housatonic local via Lenoxdale, Lee and Stockbridge):						
Route F (Great Barrington to Pittsfield local via Housatonic, Stockbridge, Lee, Lenox and Lenoxdale):						
Route G (Great Barrington to Pittsfield via Lee Rapid Transit Line):						
8. If you would utilize a Gt. Barrington/Housatonic Loop Bus, which direction would you like to see it run?  Mark only one oval.  GR Main St. GR Courthouse Forest Springs/Butterput, Brice Chapper, Housetonie.						
GB Main St GB Courthouse- Forest Springs/Butternut- Price Chopper- Housatonic-Guthrie Center- GB Main St						
GB Main St Welcome St Guthrie Center- Housatonic- Price Chopper- Forest Springs/Butternut- GB Main St.						
Other:						

#### 9. 9. How frequently would you like to see buses run to/from the following areas? (Please answer at least one row)

Mark only one oval per row.

	Roughly 4-5 trips per day	Every 2 hours	Every 90 minutes	Every hour	Every 45 minutes	Every 1/2 hour
Gt. Barrington Big Y- Price Chopper via West+Taconic Ave. and Main St						
Simon's Rock College						$\bigcirc$
Sheffield Dewey Court-Main St Senior Center (GB/Sheff.)- Big Y GB						
Express service Gt. Barrington-Pittsfield						
Housatonic/Glendale		$\bigcirc$	9	9		
Stockbridge						
Lee						
Lenoxdale						
South Egremont						

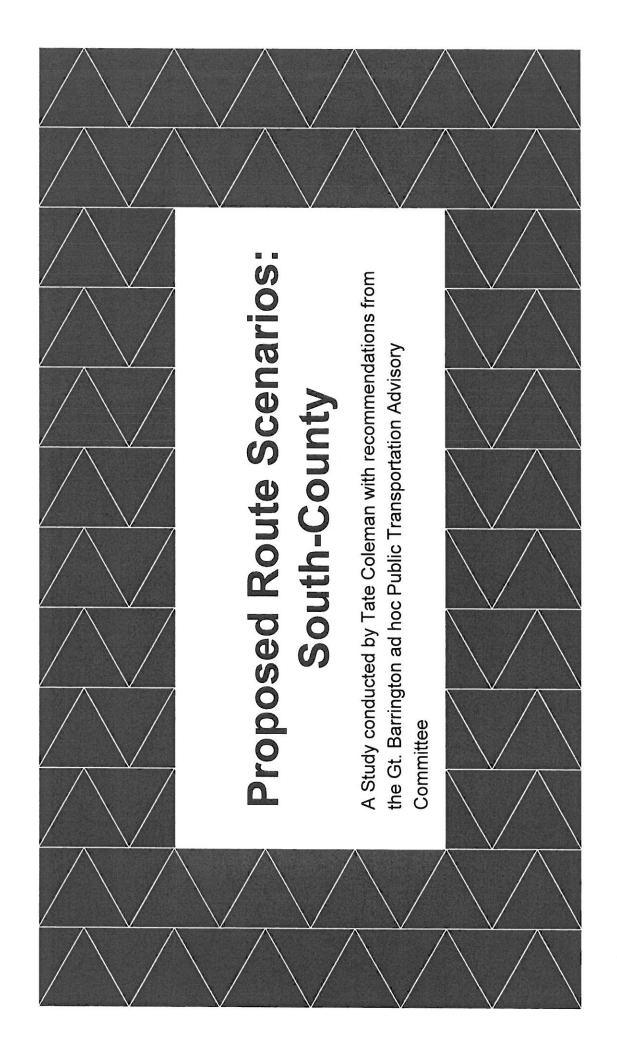
#### 10. 10. How frequently would you ride the below proposed routes? (Please answer at least one row)

Mark only one oval per row.

	Daily	3+ times per week	Weekly Monthly	Less than monthly
(A) Great Barrington/Housatonic circulator route	$\bigcirc$			
(B) Great Barrington to South Egremont via Gt. Barrington Airport				
<ul><li>(C) Great Barrington to Sheffield (ending at Dewey Court)</li></ul>				
(D) Great Barrington to Pittsfield express bus via Stockbridge and Lenox				
(E) Lenox to Housatonic local via Lenoxdale, Lee and Stockbridge				
<ul><li>(F) Great Barrington to Pittsfiel local via Housatonic, Stockbridge, Lee, Lenox and Lenoxdale</li></ul>	d		$\circ$	
<ul><li>(G) Great Barrington to Pittsfield via Lee Rapid Transit Line</li></ul>			$\bigcirc$	

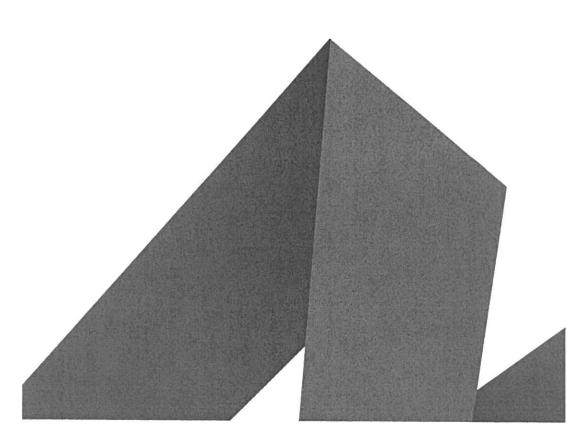
11.	Please provide the town you reside in *  Mark only one oval.
	Great Barrington
	Sheffield
	Egremont
	Stockbridge
	Housatonic
	Glendale
	Lee
	Lenox
	Lenoxdale
	Other:
12.	If you work or go to school in the area, please check whichever town you work/go to school in.  Check all that apply.  Great Barrington Sheffield Egremont Stockbridge Housatonic Glendale Lee Lenox Lenoxdale Other:
13.	Please provide the name of your employer or school (if applicable):
14.	If Great Barrington were to consider reducing fares during the peak summer months to \$1 (from \$1.75), how likely would you be to ride the bus more often?  Mark only one oval.  Very Likely  Somewhat Likely  Somewhat Unlikely  Very Unlikely  Other:

15.	What do you or would you use the South-Cou Check all that apply.	inty BRTA buses for? *
	Grocery shopping	
	Going to work	
	Going to school	
	Medical Appointments	
	Errands	
	Leisure	
	Other:	
	What would YOU like to see in the way of Sou	ath-County bus service?
18.	How did you hear about this survey? *	
	Mark only one oval.	
	BRTA	
	Other:	
19.	Please provide your email address if you would like to receive updates on South County bus routes.	
Th	ank you for your feedback! It	is much appreciated.



#### Why I am here:

I am proposing improvements to the transportation system in south county at little to no cost impact and am seeking public input and support



Current situation:

#### Low ridership

- 4.52 riders per hour on Route 21 (Great Barrington to Lee) in FY 2017 9.22 riders per hour systemwide average in FY 2017

#### Advertising

- There are little to no means for visitors, residents, students or prospective employees to know about the bus system
  - There is little signage (only some in Gt. Barrington since July 2018)

#### Inefficiencies

- Lengthy travel times (e.g., 4X travel time Pittsfield-Great Barrington- bus vs. car)

to and from school or just wanting to enjoy some independence after school or on tourists visiting museums, skiing, or heading into town and students traveling operation, we could potentially double or even triple current ridership. The new, the weekends. With an increase of over 150 affordable housing units in Great commuter bus passes to their employees. They could service local residents Barrington alone occuring within the next few years, we will want to provide a By reducing travel times and increasing awareness, frequency and hours of running errands, going shopping and traveling to medical appointments; improved routes could be used by local businesses to provide subsidised viable public transportation option.

Scenario B:

## Same Coverage Area, Increased Service Changes:

- Creates a Rapid Transit Line (RTL)
  Gt Barrington-Pittsfield via Lee running
  5AM-8PM every 60 minutes
- Reduces travel time between towns
- Increases service frequency
- Creates **6-7AM** and **3PM** workforce runs to Nursing Homes (NEW)
- Creates a frequent Gt.
   Barrington/Housatonic Line
- Reduces Rt. 2/21 to run Lenox to Housatonic every 90 minutes
- Increases service hours, running **5AM-8PM** (from 6:30AM-5:30PM)

Scenario C:

#### Optimal Coverage

#### Changes:

- Creates a Rapid Transit Line (RTL) Gt
   Barrington-Pittsfield via Lee running 5AM-8PM every 60 minutes
- Service to Sheffield (NEW)
- Service to Egremont (NEW)
- Reduces travel time between towns
  - Increases service frequency
- Creates an hourly Gt. Barrington/Housatonic Line
- Reduces Rt. 2/21 to run Lenox to Housatonic every 90 minutes
- Increases service hours, running 5AM-8PM (from 6:30AM-5:30PM)

### Scenario B

- Route 8 runs from Gt. Barrington Big Y to Housatonic, interlined with BRT 101, every 60 minutes, 7AM-8PM
- Route 8 Special runs Gt. Barrington to Housatonic, creating service every 30 minutes (complementing Route 8), Saturdays Sept.-May and every day June-August, 11AM-6PM
- Route 21 combines with Route 2, Lenox to Housatonic, running every 90 minutes, 6AM-7PM
- BRT (Bus Rapid Transit) 101 runs from Gt.
   Barrington to Pittsfield via Lee, interlined with
   Route 8, running every 60 minutes, 5AM-8PM

# Route 8- Great Barrington Circulator

Creates a new line running from Great Barrington Big Y to Housatonic via Fairview Hospital, Simon's Rock College, Gt Barrington Main St, Price Chopper Plaza and Route 183

Frequency:

Weekdays September-May:

7AM-8PM: Every 60 minutes

Saturdays September-May and Monday-Saturday from May to September:

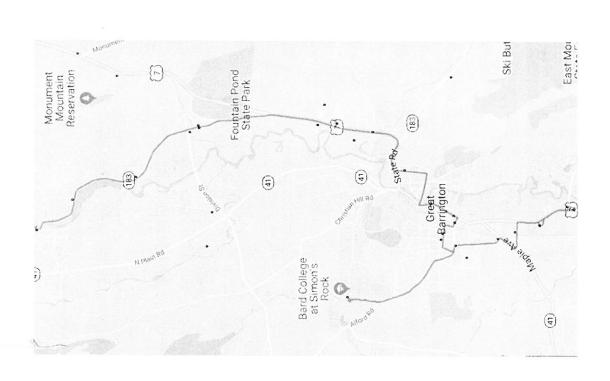
7AM-11AM: Every 60 minutes

11AM-6PM: Every 30 minutes

6PM-8PM: Every 60 minutes

- Big Y Supermarket Plaza
- **Brookside Manor Senior Housing**
- Gt. Barrington Senior Center
- Beechtree Commons Housing Development
- Timberlyn Heights Nursing Home
- Gt. Barrington Healthcare Nursing Home
  - Fairview Hospital
- Oakwood Commons Housing Complex
  - Simon's Rock College
- Berkshire Heights Neighborhood
- Gt. Barrington Town Center
- · Gt. Barrington Mason Library
- Gt. Barrington Post Office Highland Ave. Housing Development
- Forest Springs Housing Development

- **Butternut Ski Resort**
- Blue Hill Road Neighborhood
- Hilton Marriott Hotel
- Price Chopper Supermarket Plaza
- Berkshire South Community Center
- Holiday Inn Hotel
- Community Health Practices
- Monument Mountain Regional School District
- Taft Farms Farm Store
- Flagrock Village Housing Development
  - Housatonic Village
- Guthrie Center Community Center
  - Christian Hill Commons Housing Development

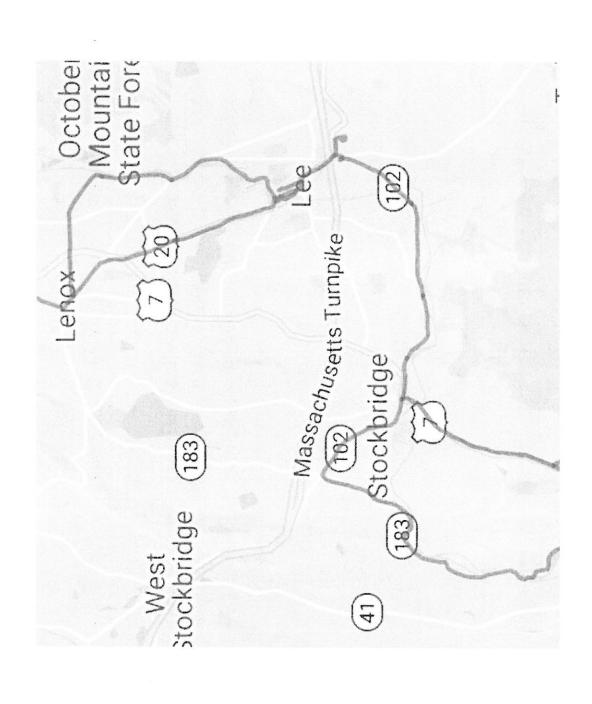


## **Route 2/21**

to/from Pittsfield and the Route 8 circulator in Housatonic for service to/from Lenoxdale, Lee and Stockbridge. Connects to BRT 101 in Lenox for service Reduces local service to run from Lenox Main Street to Housatonic via Great Barrington

Frequency:

6AM-7PM: Every 90 minutes



#### **BRT 101**

Great Barrington via Lenox, Lee and Stockbridge replacing the Route Creates an rapid transit line running from Downtown Pittsfield to

Frequency:

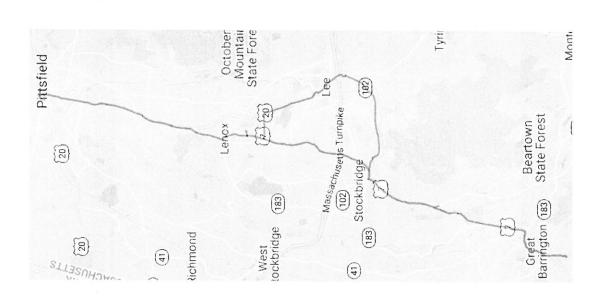
5AM-8PM: Every 60 minutes

Travel Time:

45 minutes Pittsfield-Great Barrington

- Pittsfield Center
- Lenox Stop and Shop
- Price Chopper Shopping Center in Gt. Barrington and Lenox
- Lenox Commons Shopping Center
- Lenox Center
- Lenox Post Office
- Lenox Library
- Shakespeare and Co. Lenox
- Canyon Ranch
- Cranwell Resort
- Lee Library
- Lee Main St.

- Lee Premium Outlets
- Lee Big Y
- Stockbridge Center
- Stockbridge Library
- Stockbridge Post Office
- Monument Mountain High School
- Great Barrington Center
- Great Barrington Mason Library
- Great Barrington Post Office
- Big Y Shopping Centers in Great Barrington and Pittsfield



### Scenario C

- Route 6 runs from Big Y GB to South Egremont every 120 minutes, 8AM-6PM
- Route 8 runs from Gt. Barrington Big Y to Housatonic, interlined with Route 2/21 and Route 9, every 60 minutes, 7AM-8PM
- Route 9 runs from Big Y GB to Sheffield, interlined with Route 8, every 120 minutes, 7AM-7PM,
- Route 21 combines with Route 2, Lenox to Housatonic, interlined with Route 8, running every 60 minutes, 6AM-7PM
- BRT (Bus Rapid Transit) Line 101 runs from Gt. Barrington to Pittsfield via Lee, every 60 minutes, 5AM-8PM

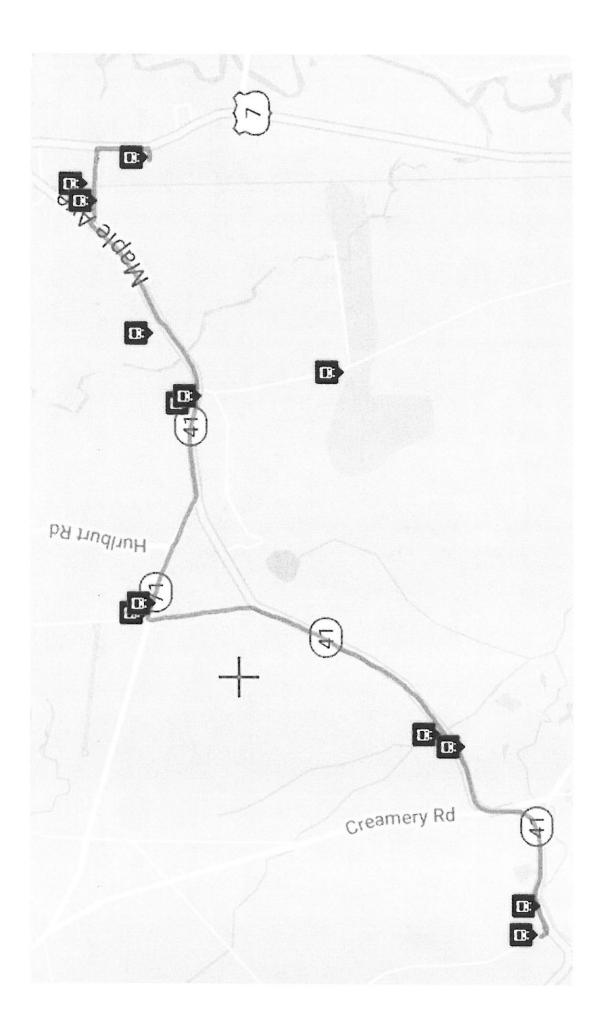
#### Route 6

Creates a new line running from Great Barrington Big Y to South Egremont Post Office via Route 23

Frequency:

8AM-6PM: Every 120 minutes

- Gt. Barrington Big Y
- **Beechtree Commons Housing**
- Barrington Healthcare Nursing Home
- Timberlyn Heights Nursing Home
  - Wyantenuck Country Club
    - Gt. Barrington Airport
- Egremont Country Club
- South Egremont Post Office
- South Egremont General Store



# Route 8- Great Barrington Circulator

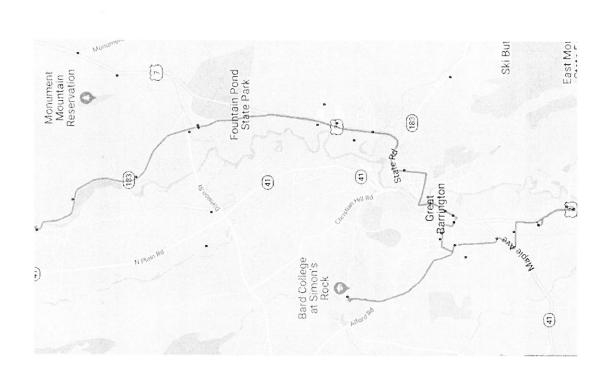
Fairview Hospital, Simon's Rock College, Gt Barrington Main St, Price Chopper Creates a new line running from Great Barrington Big Y to Housatonic via Plaza and Route 183

Frequency:

7AM-8PM: Every 60 minutes

- Big Y Supermarket Plaza
- Brookside Manor Senior Housing
- Gt. Barrington Senior Center
- Beechtree Commons Housing Development
- Timberlyn Heights Nursing Home
- Gt. Barrington Healthcare Nursing Home
- Fairview Hospital
- · Oakwood Commons Housing Complex
  - Simon's Rock College
- Berkshire Heights Neighborhood
- Gt. Barrington Town Center
- Gt. Barrington Mason Library
- Gt. Barrington Post Office
- Highland Ave. Housing Development
- Forest Springs Housing Development

- **Butternut Ski Resort**
- Blue Hill Road Neighborhood
- Hilton Marriott Hotel
- Price Chopper Supermarket Plaza
- Berkshire South Community Center
- Holiday Inn Hotel
- Community Health Practices
- Monument Mountain Regional School District
- Taft Farms Farm Store
- Flagrock Village Housing Development
  - Housatonic Village
- Guthrie Center Community Center
  - Christian Hill Commons Housing Development



#### Route 9

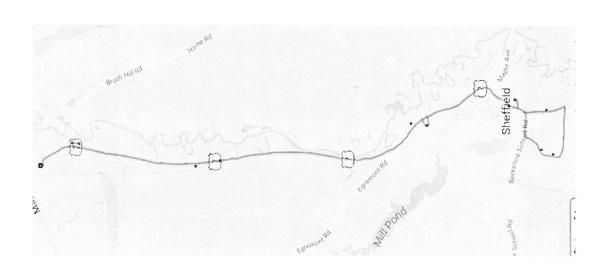
Creates a bus route traveling from Great Barrington Big Y to Sheffield via Route 7

Frequency:

7AM-7PM: Every 120 minutes

- **Brookside Manor Senior Housing**
- Gt. Barrington Senior Center
  - Dollar General
- Sheffield Senior Center
  - Sheffield Town Center
- Sheffield Post Office
- Sheffield Bushnell-Sage Library

- Southern Berkshire Regional School District
- Sheffield Plastics (Plasko-Lite)
- Dewey Court Housing Development

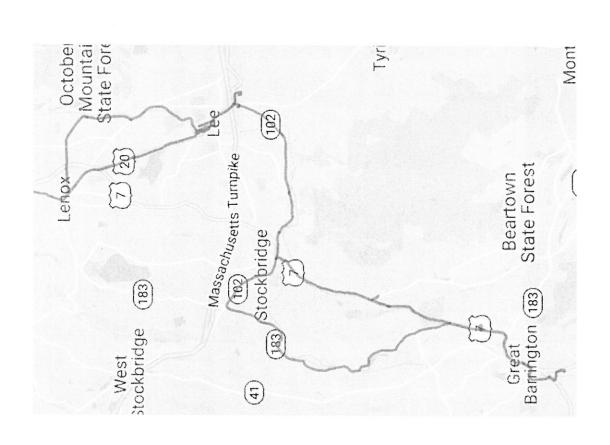


## **Route 2/21**

to/from Pittsfield and the Route 8 circulator in Housatonic for service to/from Lenoxdale, Lee and Stockbridge. Connects to BRT 101 in Lenox for service Reduces local service to run from Lenox Main Street to Housatonic via Great Barrington

Frequency:

6AM-7PM: Every 60 minutes



#### **BRT 101**

Great Barrington via Lenox, Lee and Stockbridge replacing the Route Creates an rapid transit line running from Downtown Pittsfield to

Frequency:

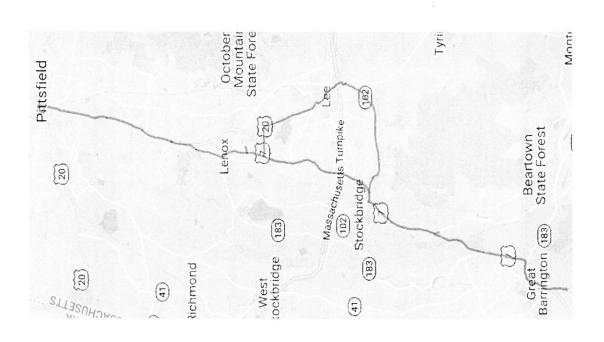
5AM-8PM: Every 60 minutes

Travel Time:

45 minutes Pittsfield-Great Barrington

- Pittsfield Center
- Lenox Stop and Shop
- Price Chopper Shopping Center in Gt. Barrington and Lenox
- Lenox Commons Shopping Center
- Lenox Center
- Lenox Post Office
- Lenox Library
- Shakespeare and Co. Lenox
- Canyon Ranch
- Cranwell Resort
- Lee Library
- Lee Main St.

- Lee Premium Outlets
- Lee Big Y
- Stockbridge Center
- Stockbridge Library
- Stockbridge Post Office
- Monument Mountain High School
- Great Barrington Center
- Great Barrington Mason Library
- Great Barrington Post Office
   Big Y Shopping Centers in Great Barrington



## Recommendations for Implementation

- Run ads in the newspaper and on TV, send postcards to residents and businesses along routes alerting them of new, improved service ı
- Create more user-friendly timetables
- Provide signage and shelters system-wide
- Create enhanced branding, a route name and passenger amenities for the Rapid Transit Line
- Provide specialized evening service to cultural events/performances (e.g. late night service to Tanglewood on Saturdays)

Make schedules, maps and bus cards readily available at grocery stores, schools, local hotspots

Talk with employers about funding subsidized commuter passes-- many businesses always looking for work, good way to retain employees

- Offer subsidised passes through schools

Provide reduced fares (e.g. \$1/ride) during peak season in certain areas to incentivize tourists to ride the bus and decrease downtown congestion

### Schedule and Route Map Standard Criteria:

### Checklist: Route Map Design

- The Route Map may be overlay or schematic. Unlike the system map, it is not necessary to use Full (Four) color. While the Full (Four) Color approach has certain advantages, Two Color and One Color approaches can also be effective.
- The route title should be based on the area it serves, using either the area name or using the route's start and end points.
- One or two major destinations served by the route may also be added to the title.
  - The route should be identified by a unique number or letter.
- A route map should include the following information:
- an illustration of the route alignment, preferably in the same color as shown on the system map and, if possible, in the same orientation as on the system map
  - route variations, denoted by a broken line
- major points of interest (fandmarks) in the vicinity of route, and corresponding intersecting street names
   major streets and intersecting streets in the route's vicinity
- major topographical features (rivers, lakes, parks, etc.), shown in their natural color if possible
  - transfer points with intersecting routes and with other transit modes
    - time points spaced at 5 to 10 minute intervals, based on major destinations and transfer points, intersecting street names at each time point should be displayed if possible
- bus stop locations, if sufficiently limited in number
  - route direction clearly indicated using an arrow where service is in one direction only
- · a legend and compass rose

### Checklist: Schedule Design

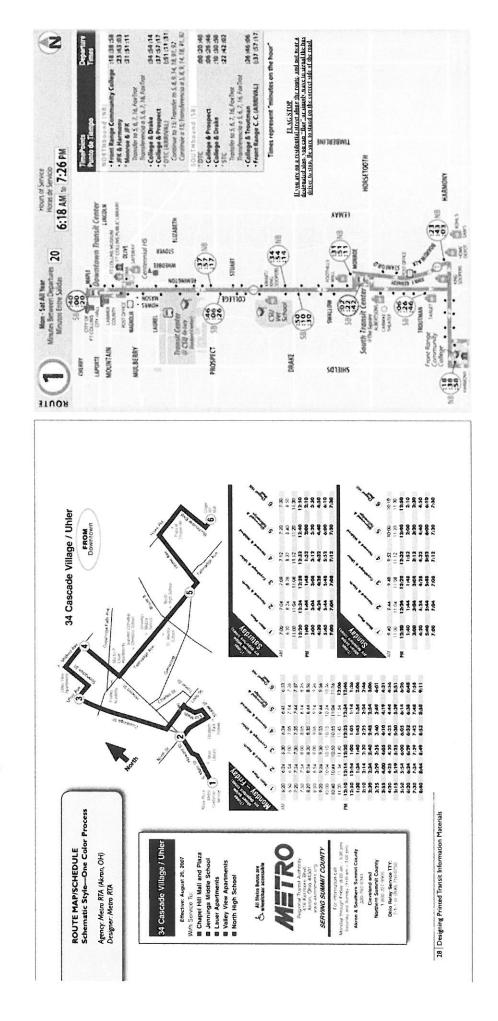
- A two-tier approach to the provision of service timing information is recommended;
- Tier I: Provides accurate service timing information using the tabular schedule format
- Tier 2. Prowides a simple headway-based summary of the service timing information for customers who do not need, or are unable to use, the cabular format.
  - Provide the route map and associated service timing information on the same spread.
- Group all service information for to a particular direction of travel on the same spread. If necessary, show reverse direction on its own spread, along with a separate route map.
- If different time points are employed in the reverse direction, a separate route map for this direction should be provided.
  - Align time points horizonally. Avoid vertical time point alignments.
- Each time point should be identified by a unique number or letter that corresponds with that used on the route map. Time points should also be labeled using an adjacent point of interest name and/or adjacent intersecting street names.
- Orient time point labels horizontally or at 45' angle.
   Avoid perpendicular time point labeling.
- Shade alternate rows or provide horizontal line separators
   Health 12 house of the separators to AM and DM.
  - Use the 12-hour clock and differentiate the AM and PM times by bolding the PM times and/or by providing AM/PPM labels. Use of the 24-hour clock is not recommended.
- Use "To/From" direction labeling. Avoid cardinal directions ("eastbound," "northbound").
  - Use named days ("Monday to Friday") rather than gn
- If some schedule sections feature headways of 10 minutes or less, a simple headway-based summany can be used in place of multiple rows of dmiling information.

A Guidebook for Transit Service Providers 19

### Current Schedule Design:

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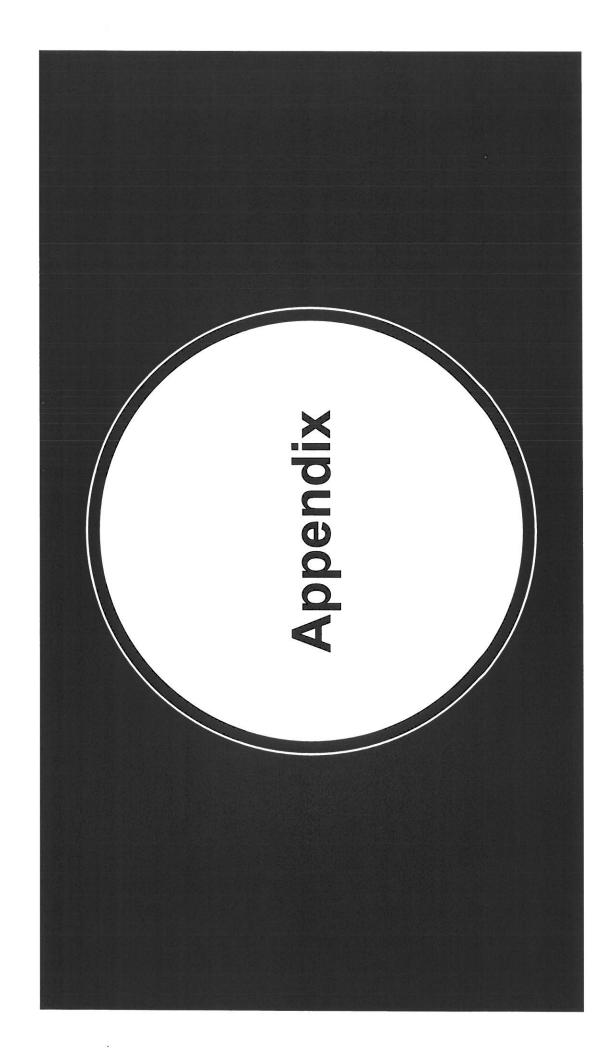
# Proposed Route Map and Schedule Design:



### Thank you!

Please take our online survey at: https://goo.gl/forms/IHVXG5ocqDQUwizL2

You can view the proposed system map at: https://www.scribblemaps.com/create/#id=uTWKZbLv8l



### Route 8 Schedule- Scenario A

Lv. Breechtride Manor OB Lv. Beechtrid Commons Lv. West and Maple N		On Demand On-Demand		On Daniel	Par Bearing	On Dans							
htree Commons and Maple N	C. C. at			CAP-LA MIDARISO			CAB-L-Postsand	CAR EXCENSES	Cele Exemples	On-Liversand	Chritemand 4	Chy-Dermand	1000
Lv. West and Maple N	NA 121 AM 121 AM	8:27 AM	9-27 AM	11:27 AM	D27 AM	1227 PM	127 PM	2:27 PM	327 PM	4427 PM	NA 122	6:27 P.M	3,27 PM
	1	8.28 AM	9-28 AM	11:28 AM	H. M. A.M.	12:28 PM	1.28 PM	2.23 PM	3/28 PM	200	N. 22.5	6.25 PM	7.28 PM
Lv. Paintow Mospital	6.43.AM 733.AM	M On Chemical	On-Oemand	On Demand	On-Demand	On Ormand	On-Domand	Os-Exmand	On Demand	CH-Demand	Op-Demand C	On Demand	On-Demand
Lv. West and Taconic Ave.	1	8:30 AM	9.30 AM	10.30 AM	11:50 AM	12:30 PM	1:30 PM	Z30 PM	336 PM	4.30 PM	N. 05.3	6:30 PM	7.30 PM
A. Simon's Rock College	1	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	133 PM	2.31 PM	333 PM	4.33 PM	\$33 PM C	On Demand On Demand	On-Demand
A. Castle and Benton	1	8:33 AM	9:35 AM	10.35 AM	11:35 AM	12.35 PM	1:35 PM	2.35 PM	3.35 PM	4:35 PM	\$35 PM	6.33 PM	7.35 PM
14. CAS GB	645 AM 735 AM	K37AM	4.37 AM	10.37 AM	11.37 AM	12.37 PM	137 PM	237 PM	337 PM	4:37 PM	5.37 PM	637 PM	7.37 PM
	647 AM 757 AM	8.37 AM	9:37 AM	16.37 AM	1137 AM	12.37 PM	137 PM	2.37 PM	3.57 PM	437 PM	S37 PM	6:37 PM	7.37 P.M
Lv. Rathmad St. N.	648 AM 7.58 AM	KA KUK	4.38 AM	10.38 AM	11.38 AM	12-3K PM	138 PM	2:38 PM	3.38 PM	40 k PM	853 PM	N. S. C.	7.38 PM
Ly, GB Dressert Ave.	6.49 AM 7.39 AM	SAD AM	9 40 AM	10:40 AM	11:40 AM	E-80 FM	1340 PM	250 PM	3.40 PM	4540 PM	5-40 PM	NJ 07-9	7:40 PM
Lv. Fast and Coruge Sc.	1	SHI AM	941 AM	10,41 ASS	11:41 AM	12.41 PM	1341 PM	24 PM	341 PM	4:41 PM	5:41 PM	6:41 PM	2.41 PM
Lv. GB Courthouse	I	842 AM	9.42 AM	10.42 AM	11-42 AM	12 42 PM	152 PM	242 PM	3-42 PM	450 PM	5.42 PM	6:42 PM	242 PM
Ly, Forest Springs	6.52 AM 8.02 AM	8:45 AM	9.45 AM	10.45 AM	11345 AM	12.45 PM	1:45 PM	2:45 PM	3.45 PM	4545 PM	5.43 PM	544 PM	7.45 PM
L.s. Butternal	1	On-Demand On-Demand		On-Demand	Op-Defruind	On-Dennand	On-Demand	On-Demand	On-Demand	Chi-Demand	On-Demand C	Os-Demand	d-sect.
Lv. Blue Hill Rd N	6.55 AM EOS AM	RATAM	9.47 AM	10.47 AM	11,47,AM	12.47 PM	137 PM	2547 P.M.	3/47 PM	4.47 PM	SAT PM	646 PM	7,47 PM
Lv. Mariott GB	On-Densard On-Densard	On-Dennard	On-Dennand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand C	Os-Demand	On Demand
Lv. Barrington Plaza	B 657 AM ROTAM	NY OS X	9.50 AM	10.50 AM	11:50 AM	12.56 PM	1:50 PM	2.50 PM	350 PM	4:50 PM	\$ 50 PM	6:47 PM	7:50 PM
Lv. Holiday Inn	On-Demand On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	Os-Demand	On-Domand	On Demand	On-Demand O	On-Demand	On-Demand
Lv. MARRIES	1	-	-	******	-	displaced.	stanea	2007	3.52 PM	3.52 PM On-Demand	On-Demand -	1	1
Lv. Inff Farms	7.00 AM 8.10 AM	8:53 AM	9-53 AM	10.53 AM	1159 AM	12.53 PM	153 PM	2.53 PM	330 FM	453 PM	550 PM	M4 0639	6:50 PM To Downing @ 8:25 PM
Lv. Flagrock	7:02 AM	8-55 AM	9.55 AM	10-55 AM	11:55 AM	12:55 PM	1.55 PM	2.55 PM	3255 PM	4.55 PM	5:55 PM -	1	
Lv. Houseforce	7:05 AM	8.38 AM	9.58 AX	10:38 AM	11.55 ASH	12.58 PM	138 PM	1.8 PA	358 PM	4.58 PM	5.58 PM -	1	
Ly. Outleic Center	7:08 AM 8:12 AM	9:01 AM	10,01 AM	11.91 AM	12:01 PM	1301 PM	3.01 PM	3:01 7:31	4.01 PM	3 OI PM	6.01 PM	6:31 PM	
Lv. Christian Hill Rd of Et. 41	THAM EISAM	9-05 AM	10.05 AM	11.05 AM	12:05 PM	1305 PM	2.05 PM	3.05 PM	4:05 PM	5 05 PM	6.05 PM	6.57 PM	
Lv. Faiview Commons	1	1		-	-	-	-				annua p	-	
Lv. GB Cemetery	1				On-Demand		On-Demand		On-Demand		On-Demand		
Le. GB Courbouse	I	On-Demand	On-Demand	On-Demand	On-Dennind	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand -	1	
Ly, Berksburg Bark	d 7:14 AM 8:18 AM	9,10 AM	10:10 AM	H:10 AM	12.10 PM	1.10 PM	2.10 PM	3.50 PM	4-10 PM	\$10 PM	6.10 PM	700 PM	
Ly, CVS OR	7:15 AM R.19 AM	9-12 AM	10.12 AM	11:12 AM	12:12 PM	1:12 PM	2:12 PM	3:32 PM	ALL PA	5-12 PM	612 PA 2	642 PM 701 PM GE RU.	
Ly, Castle and Hollombeck	1	WY COS	10-13 AM	Hill AM	12:13 PM	E13 PA	2.13 PM	3-13 PM	4:13 PM	5:13 PM	- Md (1/9	1	
Lv. Simon's Rock College	-	On-Densand	On-Demand	On-Demand	On-Demand	On Demand	2:15 PM	3.15 PM	4:15 PM	\$115 PM	6.15 PM C	6:15 PM On-Demand	
Lv. West Ave GB	** ** ** ** ** ** ** ** ** ** ** ** **	9:18 AM	10:18 AM	11.18 AM	12.18 PM	LIS PM	2.18 PM	3:18 PM	4-18 PM	\$.18 PM	618 PM	1	
Lv. Fairview Hospital	WA 128	M On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	**	
Lv. West and Maple S	- KII AM	9:20 AM	10.20 AM	11.20 AM	12.20 PM	120 PM	2:20 PM	320 PM	420 PM	\$20 PM	6.20 PM	100	
Lv. Boechirey Comments	123 AM	9-21 AM	10:21 AM	1121 AM	1221 PM	LOI PM	221 PM	321 PM	421 PM	\$21 PM	621 PM	1	

Note: shaded times are approximate, bus may depart up to 5 minutes prior to scheduled time

Transfers available to/from Rtes. 6, 9, 21, 101X, 104X
Transfers available to/from Rtes. 21, 101X, 104X
Transfers available to/from Rtes. 21, 101X, 104X Northbound
Transfers available to/from Rtes. 21, 101X, 104X Southbound

4 & 5 6

### Route 9 Schedule- Scenario A

OUTBOUND								
Lv. Big Y	6:15 AM*	7:20 AM*	9:10 AM	11:10 AM	I:10 PM		5:10 PM	7:05 PM
Lv. Brookside Manor	***	**	9:13 AM	11:13 AM	1:13 PM		5:13 PM	B
Lv. Dollar General	6:19 AM*	7:26 AM*	9:18 AM	11:18 AM	I:18 PM	3:18 PM	5:18 PM	7:09 PM
Lv. Sheffield Senior Center	1	i	9:19 AM	11:19 AM	I:19 PM		5:19 PM	!
Lv. Dewey Hall	6:21 AM*	7:28 AM*	9:21 AM	9:21 AM 11:21 AM	1:21 PM	3:21 PM	5:21 PM	7:12 PM
Lv. SBRSD	1	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	i
Ar. Dewey Court	6:25 AM*	7:33 AM*	9:27 AM	11:27 AM	1.27 PM	9:27 AM 11:27 AM 1:27 PM 3:27 PM 5:27 PM	5:27 PM	7:15 PM
INBOUND								
Lv. Dewey Court	6:25 AM*	7:34 AM*	9:28 AM	11:28 A.M	1:28 PM	3:28 PM	5:28 PM	7:15 PM
Lv. Sunoco	ŧ •	7:36 AM*	9:30 AM	9:30 AM 11:30 AM	130 PM	3:30 PM	5:30 PM	ı
Lv. SBRSD	1	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	On-Demand	i
Ly. Dewey Hall	6:28 AM*	7:38 AM*	9:33 AM	11:33 AM	1:33 PM	9:33 AM 11:33 AM 1:33 PM 3:33 PM 5:33 PM	5:33 PM	7:18 PM
Lv. Sheffield Senior Center	1	1	9:36 AM	11:36 A.M	1.36 PM	3:36 PM	5:36 PM	ŀ
Lv. Dollar General	6:30 AM*	7:40 AM*	9:38 AM	11:38 AM	1:38 PM	3:38 PM	5:38 PM	7:20 PM
Lv. Brookside Manor	i	7:45 AM*	9:45 AM	11:45 AM	1:45 PM	3:45 PM	5:45 PM	**************************************
Ar. Big Y	6:38 AM*	7:48 AM*	9:48 AM	11:48 AM	1.48 PM		5:48 PM	7:25 PM

Includes Sheffield Bushnell-Sage Library, Sheffield Plastics and Southern Berkshire Regional School District as Demand Services

# Route 2/21 Schedule- Scenario A

OUTBOUND																	
Ev. ITC	S:25 AMF	\$ 30 AM	6 00 AM	7:00 AM	7:10 AM	7.30 AM	8:15 AM	8.30 AM	WY 05-6	10:36 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	\$:30 PM
Lv. Stop & Shop	On-Request	(a) Derwining	And inches	9	Minway 1	7:40 AM @	@ Downrng	8:40 AM	9:40 AM	10:40 AM	11:40 AM	12:40 PM	130 PM	2:40 PM	3:40 PM	4540 PM	5:40 PM
Lv. Prior Chayper	On-Request		-			7:45 AM		8:45 AM	9×5 AM	10:45 AM	11:45 AM	1234.5 P.M.	1-45 PM	2:45 P.M	3545 PM	4:45 PM	5:45 PM
Lv. Lenux Town Hall	5:40 AM?		6:15 AM*	7:15 AM		7:55 AM -		8.55 AM	9:55 AM	10:55 AM	11:35 AM	12:55 PM	1-55 PM	2:55 P.M	3.55 PM	4.55 PM	5:55 PM
Lv. Heussatomic St. (c) Rt. 7			Water of the Parket			7:57 AM		8-57 AM	9.57 AM	10:57 AM	11:57 AM	12:57 PM	137 PM	257 PM	3:57 P.M	4:57 PM	\$:57 PM
t.v. Lenoxdale			4.50	-		8.00 AM		9:00 AM	10:00 AM	11:00 AM	12.00 PM	1300 PM	2.00 PM	3 00 PM	4 00 PM	5.00 PM	6.00 PM
Lv. East & Center			Average			8:03 AM		9:03 AM	10:03 AM	11:03 AM	12:03 PM	1:03 PM	2 03 PM	3.03 PM	4.03 PM	5.03 PM	6 03 PM
f.v. Radrond St.	SAS AMP	\$:50 AM*	-	723 AM	7:30 AM	8.07 AM	8:35 AM	9:07 AM	10.07 AM	11:07 AM	12:07 PM	1:07 PM	2.07 P.M.	3.07 PM	4 07 PM	5.07 PM	6.07 PM
Lv. Outlets***																	
Ly. Big Y. Lee	5:53 AMP	5:55 AM*	-	7:27 AM	7.35 AM	8:14 AM	8:38 AM	9:14 AM	10:14 AM	HILL AM	12:14 PM	1:14 PM	No the	3:14 PM	4.14 P.M	184 FES	6:14 PM
Lv. Stockbridge	6.00 AM*		625 AM"	7.35 AM		8:20 AM		9:20 AM	10:20 AM	11:29 AM	12:20 PM	1:20 PM	220 PM	3.20 PM	420 PM	5-20 PM	6.20 PM
Lv. Glendale P.O.						8:25 AM			- MA 52-01	1	12:25 PM		2.25 PM	1	4:25 PM		6.25 PM
f.v. Housatonic	-					8:30 AM	1		- IND 000	-	12:30 PM		2:30 PM -	-	4:30 PM		6.30 PM
Lv. Barrington Plaza	On-Request			*		8.40 AM		9-30 AM	10:40 AM	11:36 AM	12:40 PM	1:30 PM	2:40 PM	330 PM	4540 PM	\$30 PM	6:40 PM
Lv. GB Post Office	6:11 AM*		636 AM*	7:46 AM		8:45 AM		9-35 AM	10.45 AM	11:35 AM	12:45 PM	1.35 PM	234S P.M.	3-35 PM	4:45 PM	\$35 PM	6:45 PM
Ly. West and Taconic	I					8:50 AM		9:40 AM	10.50 AM	11:40 AM	12.50 PM	1:40 PM	2.50 PM	3.40 PM	4.50 PM	5:40 PM	6:50 PM
Lv. Fairview Hospital																	
Ar. Fargrounds Placa	6.15 AM*		6.40 AM*	7.50 AM		8.55 AM		9.45 AM	10.55 AM	11:45 AM	12:55 PM	1:45 PM	2.55 P.M.	3.45 PM	4.55 PM	5.45 PM	6.55 PM
CNICAN																	
2000																	
Lv. Fairgrounds Plaza		6:40 AM	_	7.50 AM		9.00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4.00 PM	5:00 PM	6.60 PM	7:00 PM	
f.v. Fairview Hospital***																	
Ly, West and Taconic		1 1				9.03 AM	10 03 AM	11 03 AM	(2303 PM	1:03 PM	2:03 PM	3:03 PM	103 PM	5:03 PM	6.03 PM	7:03 PM	
Lv. Simon's Rock College***																	
Lv. GB Library		6.44 AM	•	7254 AM		9-10 AM	10:10 AM	11:10 AM	12:10 PM	1:16 PM	2:10 PM	MOORE	4:10 PM	\$:10 PM	6:10 PM	7:10 PM	
Lv. Barrington Plaza				7.57 (@ Rt. 7		9:15 AM	10:15 AM	11:15 AM	12:15 PM	1:15 PM	2:15 PM	3:15 PM	4:15 PM	5.15 PM	6:15 P.M	7:15 PM	
Lv. Housatonic					1		10-23 AM		12:23 PM		2:23 PM	1	4/23 PM		6:23 PM -		
Lv. Glendale P.O.					8		10.28 AM		12:28 PM -		2:28 PM		4:28 PM		6:28 PM		
Lv. Stockbridge		6.35 AM		8:05 AM		9.25 AM	10-33 AM	11:25 AM	12.33 PM	125 PM	233 PM	3:25 PM	4.33 PM	\$25 PM	6-33 P.M	7:12 PM	
Ly, South Lee						9.28 AM	10:35 AM	11.28 AM	12.35 PM	128 PM	235 PM	3.28 PM	435 PM	5.28 PM	635 PM -		
Ly. Big Y- Lee	5:55 AM	7:03 AM	1 735 AM		8:38 AM	9.35 AM	10:40 AM	11:35 AM	12340 PM	1:35 PM	2340 PM	1:35 PM	4:40 PM	5-35 PM	6:40 PM		
Lv. Outlets***																	
Lv. Lee-Main St.	6:00 AM*	7:07 AM	1.40 AM		8:40 AM	9:40 AM	10:45 AM	11:40 AM	12345 PM	1:40 PM	2.45 PM	3:40 PM	4:45 PM	5:40 PM	6:40 PM	7:20 PM	
Lv. East & Center			7.45 AM		8:45 AM	9.45 AM	10:45 AM	11:45 AM	12345 PM	1:45 PM	2.45 PM	3.45 PM	4:45 PM	SHS PM	6.45 PM		
Lv. Lemoxdale			7:48 AM		8:48 AM	9.48 AM	10:48 AM	11:48 A.M	12:48 PM	148 PM	2.48 P.M	348 PM	4:48 PM	5.48 P.M	6-48 PM		
Lv. Housatonic St. (6) Rt. 7			7.50 AM		8:50 AM	9-50 AM	\$0.50 AM	11:50 AM	12:50 PM	1.50 PM	2.50 PM	3-50 PM	4:50 PM	5.50 PM	6-50 PM	7:27 PM	
Lv. Lenox Curies	6.12 AM*	7:15 AM	1.55 AM	8-13 AM	8:55 AM	9.55 AM	10:55 AM	11:55 AM	12.55 PM	1.55 PM	2.55 PM	3:55 PM	4:55 PM	5:55 PM	6:55 PM		
Lv. Price Chopper			8.07 AM		9:07 AM	10:07 AM	11:07 AM	12:07 PM	1:07 PM	2.07 PM	3 07 PM	4-07 PM	S-07 PM	6 07 PM	7.02 PM		
Lv. Stop & Shop			8.12 AM		9:12 AM	10:12 AM	11:12 AM	12:12 PM	MA CITE	2.12 PM	3:12 PM	4:12 PM	5:12 PM	6:12 P.M	7.05 PM		
Ar FIC	625 AM	1.20 AM	8-25 AM	X X X X X	WA 25.0	10-25 AM	MA 25-11	12.25 PM	Md SOF	2.25 Ph.	3.25 PM	1.25 PM	Nd Sc. S	M4 55.9	7-15 PM	7-40 PM	
																7.55 P.M	
															0	C. D. common	

Saturdays Only Weekdays Only

# Route 101X Schedule-Scenario A

OUTBOUND							
Lv. ITC	5:25 AM*	5:25 AM* 6:00 AM* 7:00 AM*	7:00 AM*	12:30 PM	2:30 PM	4:30 PM	6:30 PM
Lv. Lenox Town Hall	5:40 AM*	6:15 AM*	7:15 AM*	12:45 PM	2:45 PM	4:45 PM	6:45 PM
Lv. Lee- Main St.	5:48 AM*	oar mas con	7:23 AM*			ŀ	6:53 PM
Lv. Stockbridge- Main St.	6:00 AM*	6:25 AM* 7:35 AM*	7:35 AM*	12:55 PM	2:55 PM	4:55 PM	7:03 PM
Lv. Berkshire Bank GB	6:11 AM*	6:36 AM*	7:46 AM*	1:06 PM	3:06 PM	5:06 PM	7:15 PM
Lv. CVS @ Rt. 7	6:12 AM*	6:37 AM* 7:47 AM*	7:47 AM*	1:07 PM	3:07 PM	5:07 PM	7:16 PM
Ar. Big Y	6:15 AM*	6:40 AM* 7:50 AM*	7:50 AM*	1:10 PM	3:10 PM	5:10 PM	7:19 PM
INBOUND							
Lv. Big Y		6:40 AM* 7:50 AM*	7:50 AM*	1:50 PM	3:50 PM	5:50 PM	7:20 PM
Lv. BCC	1	6:41 AM* 7:51 AM*	7:51 AM*	1:51 PM	3:51 PM	5:51 PM	7:21 PM
Lv. GB Dresser Ave		6:44 AM* 7:54 AM*	7:54 AM*	1:54 PM	3:54 PM	5:54 PM	7:24 PM
Lv. Stockbridge- Main St.		6:55 AM* 8:05 AM*	8:05 AM*	2:05 PM	4:05 PM	6:05 PM	7:35 PM
Lv. Lee- Main St.	-	7:05 AM*	***	-	1		1
Lv. Lenox Curtis	9 as as	7:13 AM* 8:13 AM*	8:13 AM*	2:13 PM	4:13 PM	6:13 PM -	1
Ar. ITC		7:29 AM* 8:29 AM*	8:29 AM*	2:29 PM	4:29 PM	6:29 PM 8	6:29 PM 8:05 PM @ Downing

### Route 8 Schedule- Scenario B

Route 8:																				
Lv. Gt. Barrington (BY)	6:20 AM	7:20 AM	8:20 AM	9:20 AM	6:20 AM 7:20 AM 8:20 AM 9:20 AM 10:20 AM 11:20 AM	11:20 AM	11:55 AM	11:55 AM 12:20 PM 12:55 PM 1:20 PM 1:55 PM	12:55 PM	1:20 PM	1.55 PM	2:20 PM		3:20 PM	3.55 PM	4:20 PM 4:55 PM	4-55 PM	5:20 PM	6:20 PM	7:20 PM
Lv. Simon's Rock	On-Demanc	On-Deman	On-Deman	On-Demani (	On-Demanc On-Deman: On-Deman: On-Deman: On-Demand On-Demand	In-Demand(	On-Demand On-Demand On-Demand On-Demand	In-DemancOn	n-Dermand On	n-DemandOn	n-Demand	2:30 PM O		3:30 PM On	-Demanc	4:30 PM On-Demand	-Demand	5:30 PM	6:30 PM	7:30 PM
Lv. Main St	6:35 AM	7.35 AM	8:35 AM	9:35 AM	635 AM 7:35 AM 8:35 AM 9:35 AM 10:35 AM 11:35 AM	11:35 AM	12:05 PM	12:35 PM		1:35 PM	2:05 PM	2:35 PM	3:05 PM	3:35 PM 4:05 PM	4:05 PM	4:35 PM	5:05 PM	5:35 PM	6:35 PM	7:35 PM
Lv. Forest Springs	6:40 AM	7:40 AM	8:40 AM	9:40 AM	6:40 AM 7:40 AM 8:40 AM 9:40 AM 10:40 AM 11:40 AM	11:40 AM	12:10 PM	12:40 PM	1:10 PM	1:40 PM	2:10 PM	2:40 PM		3:40 PM	4:10 PM	4:40 PM	5:10 PM	5:40 PM	6:40 PM	7:40 PM
Lv. Price Chopper	6:45 AM	7:45 AM	8:45 AM	9:45 AM	7:45 AM 8:45 AM 9:45 AM 10:45 AM 11:45 AM	11:45 AM	12:15 PM	12:45 PM	15 PM	1:45 PM		2:45 PM	3:15 PM	3:45 PM	4:15 PM	4:45 PM	5:15 PM	5:45 PM	6:45 PM	7:45 PM
Ar. Housatonic	6:55 AM	7:55 AM	8:55 AM	9:55 AM	6:55 AM 7:55 AM 8:55 AM 9:55 AM 10:55 AM 11:55 AM	11:55 AM	12:25 PM	2M 12:55 PM 1:	25 PM	1:55 PM	2:25 PM	2:55 PM	3:25 PM	3:55 PM	4:25 PM	4:55 PM	5.25 PM	5:55 PM	MJ 55.9	7:53 PM
Lv. Housatonic	7:00 AM	8:00 AM	9:00 AM	10:00 AM	7:00 AM 8:00 AM 9:00 AM 10:00 AM 11:00 AM 12:00 PM	12:00 PM	I 12:25 PM 1:00 PM 1:25 PM	1:00 PM	1:25 PM	2:00 PM	2:25 PM	3:00 PM 3:25 PM		4:00 PM 4:25 PM		5:00 PM 5:25 PM		WJ 00:9	7:00 PM	
Lv. Guthrie Center	7:03 AM	7:03 AM 8:03 AM	9:03 AM	10:03 AM	9:03 AM 10:03 AM 11:03 AM	12:03 PM	12:28 PM	1:03 PM	1.28 PM	2:03 PM	2:28 PM	3:03 PM		4:03 PM		5:03 PM		6:03 PM	7:03 PM	
Lv. Price Chopper	7:10 AM	8:10 AM	9:10 AM	10:10 AM	9:10 AM 10:10 AM 11:10 AM	12:10 PM	12:35 PM	1:10 PM	1.35 PM	2:10 PM	2:35 PM	3:10 PM		4:10 PM		5:10 PM		6:10 PM	7:10 PM	
Lv. Forest Springs	7:15 AM	8:15 AM	9:15 AM	10:15 AM	7.15 AM 8.15 AM 9.15 AM 10.15 AM 11.15 AM 12.15 PM	12:15 PM	12:40 PM	1:15 PM	1:40 PM	2:15 PM	2.40 PM	3:15 PM		4:15 PM		5:15 PM		6:15 PM	7:15 PM	
Lv. Main St	7:20 AM	8:20 AM	9:20 AM	10:20 AM	7:20 AM 8:20 AM 9:20 AM 10:20 AM 11:20 AM 12:20 PM	12:20 PM	12:45 PM	1:20 PM	1:45 PM	2:20 PM	2:45 PM	3:20 PM		4:20 PM		5:20 PM		6:20 PM	7:20 PM	
Lv. Simon's Rock	On-Demanc	On-Demani	On-Deman	On-Demani (	On-Demand On-Demand On-Demand On-Demand On-Demand		On-Demant On-DemantOn-Demand	h-DemancOr	2-Demand	2:25 PM On-Demand	1-Demand	3.25 PM O	3:25 PM On-Demand	4:25 PM On-Demand		5:25 PM On-Demand		6:25 PM	7:25 PM	
Ar. Big Y	7:33 AM	8:33 AM	9:33 AM	10:33 AM	7.33 AM 8.33 AM 9.33 AM 10.33 AM 11.33 AM 12.33 PM		12:55 PM	1255 PM 133 PM 155 PM	1-55 PM	2:33 PM	2:55 PM	3:33 PM	3:33 PM 3:55 PM	4:33 PM		5:33 PM	5:55 PM	6:33 PM	7:33 PM	

Saturdays and Jun-Sept ONLY (Rt. 8S)

# Route 2/21 Schedule- Scenario B

													ia Lenoxdale
							7:55 PM	8:05 PM		8:15 PM	8:20 PM		Downing @ 8:40 PM via Lenoxdale
	6:50 PM	6:53 PM	7:00 PM	7:05 PM					7:05 PM	7:13 PM	7:18 PM	7:23 PM	Ď
	5:20 PM	5:23 PM	5:30 PM	5:35 PM	5:45 PM	5:58 PM	6:00 PM	6:15 PM	6:25 PM	6:33 PM	6:38 PM	6:43 PM	
	3:50 PM	3:53 PM	4:00 PM	4:05 PM	4:15 PM	4:28 PM	4:30 PM	4:45 PM	4:55 PM	5:03 PM	5:08 PM	5:13 PM	
	2:20 PM	2:23 PM	2:30 PM	2:35 PM	2:45 PM	2:58 PM	3:00 PM	3:15 PM	3:25 PM	3:33 PM	3:38 PM	3:43 PM	
	12:50 PM	12:53 PM	1:00 PM	1:05 PM	1:15 PM	1:28 PM	1:30 PM	1:45 PM	1:55 PM	2:03 PM	2:08 PM	2:13 PM	
	11:20 AM	11:23 AM	11:30 AM	11:35 AM	11:45 AM	11:58 AM	12:00 PM	12:15 PM	12:25 PM	12:33 PM	12:38 PM	12:43 PM	
	9:50 AM	9:53 AM	10:00 AM	10:05 AM	8:45 AM 10:15 AM	10:28 AM	9:00 AM 10:30 AM	10:45 AM	10:55 AM	11:03 AM	11:08 AM	11:13 AM	
	8:20 AM	8:23 AM	8:30 AM	8:35 AM	8:45 AM	8:58 AM	9:00 AM	9:15 AM	9:25 AM	9:33 AM	9:38 AM	9:43 AM	
	6:50 AM	6:53 AM	7:00 AM	7:05 AM	7:15 AM	7:28 AM	7:30 AM	7:45 AM	7:55 AM	8:03 AM	8:08 AM	8:13 AM	
Route 2/21:	Lv. Lenox Town Hall	Lv. Lenoxdale	Lv. Lee- Main St.	Lv. Lee Outlets	Lv. Stockbridge	Ar. Housatonic	Lv. Housatonic	Lv. Stockbridge	Lv. Lee Outlets	Lv. Lee	Lv. Lenoxdale	Ar. Lenox	

## BRT 101 Schedule- Scenario B

Lv. Pittsfield	5:35 AM		6:00 AM 6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM	6:30 PM
Lv. Lenox	5:50 AM		6:45 AM		8:45 AM	9:45 AM	10:45 AM	11:45 AM	12:45 PM	1:45 PM	2:45 PM	3:45 PM	4:45 PM	5:45 PM	6:45 PM
Lv. Lee	5:58 AM	****	6:53 AM	7:53 AM	8:53 AM	9:53 AM	10:53 AM	11:53 AM	12:53 PM	1:53 PM	2:53 PM	3:53 PM	4:53 PM	5:53 PM	6:53 PM
Lv. Stockbridge	****	6:23 AM	7:05 A.M	8:05 AM	9:05 AM	10:05 AM	11:05 AM	12:05 PM	1:05 PM	2:05 PM	3:05 PM	4:05 PM	5:05 PM	6:05 PM	7:05 PM
Lv. Gt Barrington Main Street	ł	6:30 AM	7:15 AM	8:15 AM	9:15 AM	10:15 AM	11:15 AM	12:15 PM	1:15 PM	2:15 PM	3:15 PM	4:15 PM	5:15 PM	6:15 PM	7:15 PM
Ar. Gt Barrington Big Y	****	6:35 AM	7:20 AM	8:20 AM	9:20 AM	10:20 AM	11:20 AM	12:20 PM	1:20 PM	2:20 PM	3:20 PM	4:20 PM	5:20 PM	6:20 PM	7:20 PM
Lv. Gt Barrington Big Y	*****	6:35 AM	7:35 AM	8:35 AM	9:35 AM	10:35 AM	11:35 AM	12:35 PM	1:35 PM	2:35 PM	3:35 PM	4:35 PM	5:35 PM	6:35 PM	7:35 PM
Lv. Gt Barrington Main Street	1	6:40 AM	7:40 AM	8:40 AM	9:40 AM	10:40 AM	11:40 AM	12:40 PM	1:40 PM	2:40 PM	3:40 PM	4:40 PM	5:40 PM	6:40 PM	7:40 PM
Lv. Stockbridge	1	6:50 AM	7:50 AM	8:50 AM	9:50 AM	10:50 AM	11:50 AM	12:50 PM	1.50 PM	2:50 PM	3:50 PM	4:50 PM	5:50 PM	6:50 PM	7:50 PM
Lv. Lee	6:00 AM	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM	7:00 PM	8:00 PM
Lv. Lenox	6:10 AM	7:10 AM		9:10 AM	10:10 AM	11:10 AM	12:10 PM	1:10 PM	2:10 PM	3:10 PM	4:10 PM	5:10 PM	6:10 PM	7:10 PM	8:10 PM
Lv. Pittsfield	6:25 AM	7:25 AM		9:25 AM	10:25 AM	11:25 AM	12:25 PM	1:25 PM	2:25 PM	3:25 PM	4:25 PM	5:25 PM	6:25 PM	7:25 PM	8:25 PM

### Route 6 Schedule- Scenario C

Lv. Big Y GB	8:05 AM	10:05 AM	12:05 PM	2:05 PM	4:05 PM	6:05 PM
Lv. Beechtree Commons	8:07 AM	10:07 AM	12:07 PM	2:07 PM	4:07 PM	6:07 PM
Lv. Timberlyn Heights	8:09 AM	10:09 AM	12:09 PM	2:09 PM	4:09 PM	6:09 PM
Lv. Seekonk Cross Rd @ Rt 71	8:12 AM	10:12 AM	12:12 PM	2:12 PM	4:12 PM	6:12 PM
Ar. S Egremont PO	8:17 AM	10:17 AM	12:17 PM	2:17 PM	4:17 PM	6:17 PM
Lv. S Egremont PO	8:18 AM	10:18 AM	12:18 PM	2:18 PM	4:18 PM	6:18 PM
Lv. S Egremont General Store	8:20 AM	10:20 AM	12:20 PM	2:20 PM	4:20 PM	6:20 PM
Lv. Seekonk Cross Rd @ Rt 71	8:25 AM	10:25 AM	12:25 PM	2:25 PM	4:25 PM	6:25 PM
Lv. Timberlyn Heights	8:28 AM	10:28 AM	12:28 PM	2:28 PM	4:28 PM	6:28 PM
Lv. Beechtree Commons	8:30 AM	10:30 AM	12:30 PM	2:30 PM	4:30 PM	6:30 PM
Ar. Big Y GB	8:33 AM	10:33 AM	12:33 PM	2:33 PM	4:33 PM	6:33 PM

### Route 8 Schedule- Scenario C

Route 8:														
Lv. Housatonic	***	7:33 AM	8:33 AM	9:33 AM	10:33 AM	11:33 AM	7.33 AM 8.33 AM 9.33 AM 10.33 AM 11.33 AM 12.33 PM 1.33 PM 2.33 PM 3.33 PM 4.33 PM 5.33 PM 6.33 PM 7.33 PM	1.33 PM	2:33 PM	3:33 PM	4:33 PM	5:33 PM	6:33 PM	7:33 PM
Lv. Guthrie Ctr	i	-	-	On-Demant	3n-Deman	On-Demanc (	h-Demanc C	n-Demani C	n-Demand C	h-Demanc O	n-Demanc C	h-Deman(C	n-Demanc O	n-Demand
Lv. Price Chopper	6:43 AM	7:43 AM	8:43 AM	9:43 AM	10:43 AM	11:43 AM	643 AM 743 AM 843 AM 943 AM 1043 AM 1143 AM 1243 PM 1443 PM 243 PM 343 PM 443 PM 543 PM 643 PM 743 PM	1:43 PM	2:43 PM	3:43 PM	4:43 PM	5:43 PM	6:43 PM	7:43 PM
Lv. GB Main St.	6:50 AM	7:50 AM	8:50 AM	9:50 AM	10:50 AM	650 AM 750 AM 850 AM 950 AM 1050 AM 1150 AM 1250 PM	12:50 PM	1:50 PM	2:50 PM	350 PM	4.50 PM	5:50 PM	6:50 PM	7:50 PM
Lv. SR	On-Demant On-Demant On-Demant On-Demant On-Demant On-Demant	On-Demant	On-Deman:	On-Deman:	On-Deman	On-Demanc (	n-Demanc	1:54 PM	2:54 PM	3:54 PM	4:54 PM	5:54 PM	6:54 PM	7:54 PM
Lv. West and Taconic	6:55 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM	11:55 AM	12-55 PM	1:58 PM	2:58 PM	3.58 PM	4:58 PM	5:58 PM	6:58 PM	7:58 PM
Ar. Big Y	7:01 AM	8:01 AM	9:01 AM	10:01 AM	11:01 AM	7:01 AM 8:01 AM 9:01 AM 10:01 AM 11:01 AM 12:01 PM 1:01 PM	1:01 PM	2:03 PM	3:03 PM	4:03 PM	5:03 PM	6:03 PM	7:03 PM	8:03 PM
Lv. Big Y GB	7:33 AM	8:33 AM	7.33 AM 8.33 AM 9.33 AM 10.33 AM 11.33 AM 12.33 PM	10:33 AM	11:33 AM	12:33 PM	1:33 PM	2:33 PM	3:33 PM	4:33 PM	5:33 PM	6:33 PM	7:33 PM	8:03 PM
Lv. West and Taconic	7:38 AM	8:38 AM	738 AM 838 AM 938 AM 1038 AM 11:38 AM 12:38 PM	10:38 AM	11:38 AM	12:38 PM	1:38 PM	2:38 PM	3:38 PM	4:38 PM	5:38 PM	6:38 PM	7:38 PM	8:08 PM
Lv. Simon's Rock	On-Demant On-Demant On-Demant On-Demant On-Demant	On-Deman:	On-Deman:	On-Deman:	In-Demant	On-Demanc	1:41 PM	2:41 PM	3:41 PM	4:41 PM	5:41 PM	6:41 PM	7:41 PM	8:11 PM
Lv. Gt Barrington (Main St)	7:46 AM	8:46 AM	7:46 AM 8:46 AM 9:46 AM 10:46 AM 11:46 AM 12:46 PM	10:46 AM	11:46 AM	12:46 PM	1:46 PM	2.46 PM	3:46 PM	4:46 PM	5:46 PM	6:46 PM	7:46 PM	8:16 PM
Lv. Price Chopper	7:55 AM	8:55 AM	7:55 AM 8:55 AM 9:55 AM 10:55 AM 11:55 AM	10:55 AM	11:55 AM	12:55 PM	1:55 PM	2:55 PM	3:55 PM	4:55 PM	5:55 PM	6:55 PM	7:55 PM	8:25 PM
Ar. Housatonic	8:03 AM	9:03 AM	8:03 AM 9:03 AM 10:03 AM 11:03 AM 12:03 PM	11:03 AM	12:03 PM	1:03 PM	2:03 PM	3:03 PM	4:03 PM	5:03 PM	6:03 PM	7:03 PM	I	I

### Route 9 Schedule- Scenario C

Lv. Gt Barrington (Big Y)	7:03 AM	9:03 AM	11:03 AM	1:03 PM	3:05 PM	5:05 PM	7:05 PM
Lv. Gt Barrington Senior Center***	7:05 AM	9:05 AM	11:05 AM	1:05 PM	3:05 PM	5:05 PM	7:05 PM
Lv. Dollar General Sheffield	7:10 AM	9:10 AM	11:10 AM	1:10 PM	3:10 PM	5:10 PM	7:10 PM
Lv. Senior Center Sheffield***	7:11 AM	9:11 AM	11:11 AM	1:11 PM	3:11 PM	5:11 PM	7:11 PM
Lv. Sheffield (Main Street)	7:13 AM	9:13 AM	11:13 AM	1:13 PM	3:13 PM	5:13 PM	7:13 PM
Lv. Plasko-Lite	7:16 AM	9:16 AM	11:16 AM	1:16 PM	3:16 PM	5:16 PM	7:16 PM
Ar. Dewey Court Sheffield	7:18 AM	9:18 AM	11:18 AM	1:18 PM	3:18 PM	5:18 PM	7:18 PM
Lv. Dewey Court (Sheffield)	7:18 AM	9:18 AM	11:18 AM	1:18 PM	3:18 PM	5:18 PM	7:18 PM
Lv. Sheffield Sunoco	7:20 AM	9:20 AM	11:20 AM	1:20 PM	3:20 PM	5:20 PM	7:20 PM
Lv. Sheffield (Main Street)	7:21 AM	9:21 AM	11:21 AM	1:21 PM	3:21 PM	5:21 PM	7:21 PM
Lv. Senior Center Sheffield***	7:23 AM	9:23 AM	11:23 AM	1:23 PM	3:23 PM	5:23 PM	7:23 PM
Lv. Dollar General Sheffield	7:24 AM	9:24 AM	11:24 AM	1:24 PM	3:24 PM	5:24 PM	7:24 PM
Lv. Gt Barrington Senior Center @ Rt. 7	7:29 AM	9:29 AM	11:29 AM	1:29 PM	3:29 PM	5:29 PM	7:29 PM
Ar. Big Y GB	7:33 AM	9:33 AM	11:33 AM	1:33 PM	3:33 PM	5:33 PM	7:33 PM

Includes Sheffield Bushnell-Sage Library as a Demand Service

# Route 2/21 Schedule- Scenario C

Lv. Lenox (Main St)	7:00 AM	8:00 AM	8:50 AM	9:50 AM	10.50 AM	11:50 AM	12:50 PM	1:50 PM	2:50 PM	3:50 PM	4:50 PM	5:50 PM	1
Lv. Lenoxdale (Walker @ Crystal)	7:03 AM	8:03 AM	8:55 AM	9:55 AM	10:55 AM	11:55 AM	12:55 PM	1:55 PM	2:55 PM	3:55 PM	4:55 PM	5:55 PM	-
	7:10 AM	7:10 AM	9:02 AM	10:02 AM	11:02 AM	12:02 PM	1:02 PM	2:02 PM	3:02 PM	4:02 PM	5:02 PM	6:02 PM	*****
	-	1	9:10 AM	10:10 AM	11:10 AM	12:10 PM	1:10 PM	2:10 PM	3:10 PM	4:10 PM	5:10 PM	6:10 PM Se	rved as a
	7:15 AM	8:15 AM	9:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM	2:13 PM	3:13 PM	4:13 PM	5:13 PM	6:13 PM	-
Lv. Stockbridge (Main St)	7:23 AM	8:23 AM	9:15 AM	10:15 AM		12:15 PM	1:15 PM	2:15 PM	3:15 PM	4:15 PM	5:15 PM	6:15 PM	M 7:15 PM
	7.33 AM	8:33 AM	9:33 AM	10:33 AM	11:33 AM	12:33 PM	1:33 PM	2:33 PM	3:33 PM	4:33 PM	5:33 PM	6:33 PM	7:28 PM
	8:05 AM	9:05 AM 10:05 AM	10:05 AM	11:05 AM	12:05 PM	1:05 PM	2:05 PM	3:05 PM	4:05 PM	5:05 PM	6:05 PM	7:05 PM	
	8:13 AM	9:13 AM 10:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM	2:13 PM	3:13 PM	4:13 PM	5:13 PM	6:13 PM	1	
Lv. Stockbridge (Main St)	8:18 AM	9:18 AM 10:18 AM	10:18 AM	11:18 AM	12:18 PM	1:18 PM	2:18 PM	3:18 PM	4:18 PM	5:18 PM	6:18 PM	7:13 PM	
	8:25 AM	9:25 AM	10:25 AM	11:25 AM	12:25 PM	1:25 PM	2:25 PM	3:25 PM	4:25 PM	5:25 PM	6:25 PM	1	
	8:28 AM	9:28 AM	10:28 AM	11:28 AM	12:28 PM	1:28 PM	2:28 PM	3:28 PM	4:28 PM	5:28 PM	6:28 PM	l	
	8:35 AM	9:35 AM 10:35 AM	10:35 AM	11:35 AM	12:35 PM	1:35 PM	2:35 PM	3.35 PM	4:35 PM	5:35 PM	6:35 PM	I	
Lv. Lenoxdale (Walker @ Crystal)	8:40 AM	9:40 AM	10:40 AM	11:40 AM	12:40 PM	1:40 PM	2:40 PM	3:40 PM	4:40 PM	5:40 PM	6:40 PM	I	
•	8:48 A.M	9:48 AM	10:48 AM	11:48 AM	12:48 PM	1:48 PM	2:48 PM	3:48 PM	4:48 PM	5:48 PM	6:48 PM	***	

## BRT 101 Schedule- Scenario C

Lv. Pittsfield (Intermodal) Lv. Lenox (Price Chopper @ Rt. 7) Lv. Lenox (Main Street) Lv. Lee (Main Street)	5:35 AM	6:35 AM	7:35 AM	8:35 AM	9:35 AM	10:35 AM	11:35 AM	12:35 PM	1:35 PM	2:35 PM	3:35 PM	4:35 PM	5:35 PM	6:35 PM
	5:42 AM	6:42 AM	7:42 AM	8:42 AM	9:42 AM	10:42 AM	11:42 AM	12:42 PM	1:42 PM	2:42 PM	3:42 PM	4:42 PM	5:42 PM	6:42 PM
	5:50 AM	6:50 AM	7:50 AM	8:50 AM	9:50 AM	10:50 AM	11:50 AM	12:50 PM	1:50 PM	2:50 PM	3:50 PM	4:50 PM	5:50 PM	6:50 PM
	5:58 AM	6:58 AM	7:58 AM	8:58 AM	9:58 AM	10:58 AM	11:58 AM	12:58 PM	1:58 PM	2:58 PM	3:58 PM	4:58 PM	5:58 PM	6:58 PM
Lv. Lee Outlets*** Lv. Lee (Big Y Plaza) Lv. Stockbridge (Main Street) Lv. Gt Barrington (Price Chopper @ Rt. 7) Ar. Gt Barrington (Main Street) Ar. Gt Barrington Big Y	6:03 AM	7:03 AM	8:03 AM	9:03 AM	10:03 AM	11:03 AM	12:03 PM	1:03 PM	2:03 PM	3:03 PM	4:03 PM	5:03 PM	6:03 PM	7:03 PM
	6:10 AM	7:10 AM	8:10 AM	9:10 AM	10:10 AM	11:10 AM	12:10 PM	1:10 PM	2:10 PM	3:10 PM	4:10 PM	5:10 PM	6:10 PM	7:10 PM
	6:15 AM	7:15 AM	8:15 AM	9:15 AM	10:15 AM	11:15 AM	12:15 PM	1:15 PM	2:15 PM	3:15 PM	4:15 PM	5:15 PM	6:15 PM	7:15 PM
	6:20 AM	7:20 AM	8:20 AM	9:20 AM	10:20 AM	11:20 AM	12:20 PM	1:20 PM	2:20 PM	3:20 PM	4:20 PM	5:20 PM	6:20 PM	7:20 PM
	6:25 AM	7:25 AM	8:25 AM	9:25 AM	10:25 AM	11:25 AM	12:25 PM	1:25 PM	2:25 PM	3:25 PM	4:25 PM	5:25 PM	6:25 PM	7:25 PM
Lv. Gt Barrington (Big Y) Lv. Gt Barrington Police Dept Lv. Gt Barrington (Main Street) Lv. Gt Barrington (Price Chopper @ Rt. 7) Lv. Stockbridge (Main Street) Lv. Lee (Big Y Plaza)	6:35 AM 6:38 AM 6:40 AM 6:50 AM 6:57 AM	7:35 AM 7:38 AM 7:40 AM 7:44 AM 7:50 AM	8:35 AM 8:38 AM 8:40 AM 8:44 AM 8:50 AM 8:57 AM	9:35 AM 9:38 AM 9:40 AM 9:44 AM 9:50 AM	10:35 AM 10:38 AM 10:40 AM 10:44 AM 10:50 AM	11:35 AM 11:38 AM 11:40 AM 11:50 AM 11:57 AM	12:35 PM 12:38 PM 12:40 PM 12:44 PM 12:50 PM	1:35 PM 1:38 PM 1:40 PM 1:44 PM 1:50 PM	2:35 PM 2:38 PM 2:40 PM 2:44 PM 2:50 PM 2:57 PM	3:35 PM 3:38 PM 3:40 PM 3:54 PM 3:50 PM 3:57 PM	4:35 PM 4:38 PM 4:40 PM 4:44 PM 4:50 PM 4:57 PM	5:35 PM 5:38 PM 5:40 PM 5:44 PM 5:50 PM 5:57 PM	6:35 PM 6:38 PM 6:40 PM 6:44 PM 6:50 PM 6:57 PM	7:35 PM 7:38 PM 7:40 PM 7:50 PM 7:50 PM
Lv. Lee Outlets*** Lv. Lee (Main Street) Lv. Lenox (Main Street) Lv. Lenox (Price Chopper @ Rt. 7) Ar. Pittsfield (ITC)	7:03 AM	8:03 AM	9:03 AM	10:03 AM	11:03 AM	12:03 PM	1:03 PM	2:03 PM	3:03 PM	4:03 PM	5:03 PM	6:03 PM	7:03 PM	8:03 PM
	7:13 AM	8:13 AM	9:13 AM	10:13 AM	11:13 AM	12:13 PM	1:13 PM	2:13 PM	3:13 PM	4:13 PM	5:13 PM	6:13 PM	7:13 PM	8:13 PM
	7:20 AM	8:20 AM	9:20 AM	10:20 AM	11:20 AM	12:20 PM	1:20 PM	2:20 PM	3:20 PM	4:20 PM	5:20 PM	6:20 PM	7:20 PM	8:20 PM
	7:28 AM	8:28 AM	9:28 AM	10:28 AM	11:28 AM	12:28 PM	1:28 PM	2:28 PM	3:28 PM	4:28 PM	5:28 PM	6:28 PM	7:28 PM	8:28 PM

all stops should be equipped with enhanced shelters

### Town Planning Ahead for Plastic Water Bottle Ban Enforcement

**Great Barrington, Mass. (Jan. 3, 2019)** – Town leaders will soon accelerate discussion and outreach regarding the town's pending plastic water bottle ban.

Voters at the May 2018 Annual Town Meeting adopted a ban on the sale of single-use plastic water bottles of one liter and smaller.

Great Barrington was the second town in the state to adopt such a ban, following the town of Concord, in an effort to reduce plastic waste.

Although the ban called for a Jan. 1 implementation, voters at last year's meeting amended the measure with a May 2019 enforcement date. However, the Selectboard must first approve the regulations and develop enforcement provisions.

The topic is on the agenda of the Selectboard's Jan. 14 meeting. The public is invited.

"We have work to do, and we will be holding educational and outreach meetings with residents and merchants," said Selectboard Chair Stephen Bannon.

Community volunteers have already begun to raise funds toward the purchase and installation of public water filling stations throughout town.

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Ellen G. Lahr/EGLahr PR & Media
On Behalf of the Town of Great Barrington
413.329.3256

MAY 7, 2018 ANNUAL TOWN MEETING

### ARTICLE 22: (by petition)

### TOWN OF GREAT BARRINGTON, MASSACHUSETTS SALE OF DRINKING WATER IN SINGLE-SERVE CONTAINERS BYLAW

### Section 1. Sale of Drinking Water in Single-Serve Containers

It shall be unlawful to sell non-sparkling, unflavored drinking water in single-serve containers of

1 liter (34 ounces) or less in the Town of Great Barrington on or after January 1, 2019.

### Section2. Exemption for Emergencies

Sales occurring subsequent to a declaration of an emergency adversely affecting the

availability and/or quality of drinking water to Great Barrington residents by the Emergency Management Director or other duly-authorized Town, Commonwealth, or United States official shall be exempt from this Bylaw until seven days after such declaration has ended.

### Section 3. Enforcement Process

Enforcement of this Bylaw shall be the responsibility of the Town Manager or his/her designee. The Town Manager shall determine the inspection process to be followed, incorporating the process into other town duties as appropriate. Any establishment conducting sales in violation of this Bylaw shall be subject to a noncriminal disposition fine as specified in Chapter 1, General Provisions, Section 5.1, of Town Bylaws under M.G.L. Chapter 40, §21D. Any such fines shall be paid to the Town of Great Barrington.

### Section 4. Suspension of the Bylaw

If the Town Manager determines that the cost of implementing and enforcing this Bylaw has become unreasonable, then the Town Manager shall so advise the Board of Selectmen, and the Board of Selectmen shall conduct a Public Hearing to inform the citizens of such costs. Subsequent to the Public Hearing, the Board of Selectmen may continue this Bylaw in force or may suspend it permanently or for such length of time as they may determine.

And to amend Chapter 1-5.1, Noncriminal Disposition Bylaw, by adding the following:

Bylaw	Fine Schedule	Fine Allowed	Enforcement
Drinking Water in	1st offense	\$50.00/day	Town Manager's
Single-Serve	2nd offense	\$100,00/day	Designee
Bottles Bylaw	3rd & each	\$200.00/day	

### ARTICLE 22:

On a motion by Terrance Flynn and seconded by someone in the audience, that he moves to adopt the bylaw in Warrant Article 22 in the form printed in the warrant, except for the following changes:

In section one, replace "single-serve containers" with "single-use PET plastic bottles." Do this twice: once in the title and once in the body of the paragraph. Add at the end, "Enforcement will begin May 1, 2019."

In section two, add at the end, "Also, emergency services (fire, police and EMS) are exempt."

In the chart at the end (amending Chapter 1-5.1, Noncriminal Disposition Bylaw), replace "Single-Use Plastic Bottles" with "Single-Use PET Plastic Bottles".

Three high school students gave a power point presentation. Andrew Moro, Dale Abrams, Steve McAlister, Patricia Ryan all spoke to this article.

Dan Bailly made a motion and someone in the audience seconded it to call the vote at 9:40 pm. Mr. Wise asked for a vote to call a vote on the article which was passed. He then called a vote on the article.

**VOTED AT 9:41 PM** 

An official website of the United States government.

Due to a lapse in appropriations, EPA websites will not be regularly updated. In the event of an environmental emergency imminently threatening the safety of human life or where necessary to protect certain property, the EPA website will be updated with appropriate information. Please note that all information on the EPA website may not be up to date, and transactions and inquiries submitted to the EPA website may not be processed or responded to until appropriations are enacted.

We've made some changes to EPA.gov. If the information you are looking for is not here, you may be able to find it on the EPA Web Archive or the January 19, 2017 Web Snapshot.

Close



### Multipurpose, Assessment, RLF, and Cleanup (MARC) Grant Application Resources

ANNOUNCING New Request for Proposals – FY 2019 Brownfields Multipurpose, Assessment, and Cleanup Grant Guidelines

Grants offered by the Brownfields Program may be used to address sites contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum) and petroleum. The proposal submission deadline is January 31, 2019.

Opportunities for funding are as follows:

• Multipurpose Grants - each proposal is funded up to \$800,000 over five years. EPA anticipates selecting 10 proposals.

### FY 2019 Multipurpose Grant Guidelines

Assessment Grants – Community-wide and Site-specific proposals are each funded up to \$200,000 over three years;
 Assessment Coalition proposals are funded up to \$600,000 over three years. EPA anticipates selecting 114 proposals.

NEW Current EPA Brownfields Assessment Grant recipients must demonstrate that payment has been received from EPA (also known as 'drawn down') for at least 70% of each Assessment cooperative agreement they have with EPA by January 1, 2019 in order to apply for additional Assessment Grant funding under this solicitation.

### FY 2019 Assessment Grant Guidelines

Cleanup Grants - each proposal funded up to \$500,000 over three years. EPA anticipates selecting 40 proposals.

NEW Brownfield sites where EPA Cleanup Grant funds were previously expended may not receive additional EPA Cleanup Grant funding in FY 2019.

### FY 2019 Cleanup Grant Guidelines

Please visit the Types of Grant Funding for an overview of the Multipurpose, Assessment and Cleanup Grants.

Note: A solicitation for new Revolving Loan Fund Grants will not be issued in FY 2019. EPA expects to solicit requests from existing, high-performing RLF Grant recipients supplemental funding through a Federal Register notice in early 2019.

### **Additional FY 2019 Application Resources**

- FY 2019 Summary of Brownfields Grant Guideline Changes
- FY 2019 Frequently Asked Questions about Multipurpose, Assessment, and Cleanup Grants
- Tips for Submitting Proposal through Grants.gov
- Tips on How to Get Started Early on Preparing You Brownfields MARC Grant Proposal
- FY 2019 Brownfields Multipurpose, Assessment, and Cleanup National Grant Guideline Outreach Webinar EPA hosted an outreach webinar on December 11, 2018 to assist applicants with understanding the FY19 Multipurpose, Assessment, and Cleanup Grant Guidelines. Please find the archived files from the webinar below.
  - o FY19 MAC Grant Guideline Outreach Webinar Recording
  - o FY19 MAC Grant Guideline Outreach Webinar Slide Presentation

### o FY19 MAC Grant Guideline Outreach Webinar Q&A Transcript

### General Program Resources

- List of Entities Eligible to Apply for Multipurpose, Assessment, Cleanup and RLF Grants
- Programmatic Requirements
- NEW Information on Health Monitoring Activities using an EPA Brownfield Grant
- Information on Eligible Planning Activities
- Information on CERCLA Liability Defenses
- Information on Sites Eligible for Brownfields Funding under CERCLA § 104(k)

### **Closed Solicitations**

### FY 2018 Assessment, Revolving Loan Fund, and Cleanup Grant Application Resources

You may need a PDF reader to view some of the files on this page. See EPA's About PDF page to learn more.

- FY 2018 Brownfields Assessment Grant Guidelines (PDF) (74 pp, 477 K)
- FY 2018 Brownfields Revolving Loan Fund Grant Guidelines (PDF) (64 pp, 1.2 MB)
- FY 2018 Brownfields Cleanup Grant Guidelines (PDF) (71 pp, 1.3 MB)
- FY 2018 Summary of Brownfields Assessment, RLF, and Cleanup Guideline Changes (PDF) (17 pp, 784 K)
- FY 2018 Frequently Asked Questions about Assessment and Cleanup Grants (PDF) (52 pp, 804 K)
- FY 2018 EPA National Assessment, RLF and Cleanup Guideline Outreach Webinar EXIT

LAST UPDATED ON DECEMBER 18, 2018



### SMITTY PIGNATELLI STATE REPRESENTATIVE 4<sup>TH</sup> BERKSHIRE DISTRICT P.O. BOX 2228 LENOX, MA 01240 TEL (413) 637-0631

### The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES STATE HOUSE, BOSTON 02133-1054

CHAIR

Joint Committee on Environment,
Natural Resources and Agriculture

STATE HOUSE, ROOM 473F TEL. (617) 722-2210

January 3, 2019

The Honorable Karyn Polito Lieutenant Governor of Massachusetts State House Suite 360 Boston, MA 02133

Re: Reforming the Chapter 90 Funding Formula

Dear Lieutenant Governor Polito:

First and foremost, congratulations on your successful reelection and inauguration as Lieutenant Governor of our Commonwealth. I greatly look forward to continuing our professional collaborations over the next two years.

I am writing today to thank you for sitting down with me last December to discuss potential changes to the current Chapter 90 formula, which funds cities and towns based on the following criteria: 58.33% road mileage, 20.83% population, and 20.83% employment. As we discussed at the meeting, this formula was not derived through the legislative process and the Legislature has had no involvement in the exact apportionment of Chapter 90 funding. This current formula has existed since 1973, when it was developed by the Legislative Rural Caucus of the Highway Department's Transportation Committee, and has received no adjustments or legislative input whatsoever.

As you are aware, my district along with many communities across central Massachusetts and Cape Cod will not be able to compete fairly in any formula in which population is a factor. For this reason, I'd like to reiterate the suggestions we discussed in our meeting to update the existing formula to the following: 68.33% mileage, 15.33% population, and 15.33% employment. Splitting 5% each from population and employment and attributing it to road mileage will go a long way in helping the smaller communities in the Commonwealth. If we can make this adjustment along with a bottom-line increase in funds, the entire state will stand to benefit.

Having visited and made connections in each of Massachusetts' 351 communities, you are already familiar with the unique funding struggles faced by our smaller towns. As such, I am grateful and glad that we had an opportunity to discuss this potential shift in person right before the start of the new session. Thank you in advance for your time and attention to this matter and all matters relating to rural communities. If I can be of any further assistance, please do not hesitate to reach out.

Sincerely,

SATTIY PIGNATELLI, State Representative



### TOWN OF GREAT BARRINGTON MASSACHUSETTS

### **MEMORANDUM**

TO:

Select Board

FROM:

Edwin May C B O

DATE:

1/2/2019

COPY:

file

SUBJECT:

Main St - "DuBois Native Son" Flags/Banners

I find the event banner application to be complete and correct as per the following checklist of requirements for Banners c.146-6 (1);

App. Complete

OK

Attachment engineering

OK

Insurance Bond

OK

Size

OK\_ 4.5 SF (See Nat'l Grid Standards)

Length of time

OK 45 Days

Number of banners

12

Permit from BOS

pending

Zoning district

OK

Property Owner signature

(Nat'l Grid)



**Town of Great Barrington** 334 Main Street Great Barrington, Great Barrington, MA 01230 Phone: 413-528-1619 Fax: 413-528-2290

### **APPLICATION TO SIGN PERMIT**

	e iiii out co	and a c	CIJ (			603	- FICOS	C USC	FULLIA	
Sign Permit Number			Date Iss	ued						
Date										
Estimated Cost (\$) 1500										
Date:	1/2/2019						All and the second			
Property Address:	334 MAIN S	Γ			The second second					T. TASS
Owner's Name:	TOWN OF G	REAT	BAR	RINGTO	V		2011 2011 2000			
Owner's Address:	334 MAIN S	T RM 20	08 G	T BARRI	NGTON I	/IA 01	230-183	2		
Мар	019.0	Block	(	0000	Lot		0091.	0	Zoning Di	strict: B
Location of Sign(s) of Property:							241111000 E			
# of Signs on Property:				Will Sign	s) be Illui	minat	ed? (	Yes	C NO	
Type of Sign:	▼ Temporary	/ Sign		Wall	Groun	d	✓ Free S	Standir	ng 🗆 Other	:
How many days?	45			Dates the <b>1/18/2</b> 0		be us To				
Lower Edge will be	Feet		Feet	/Inches A	bove Pub	olic W	ay			
Upper Edge will be	Feet		Feet	/Inches A	bove Pub	olic W	ay			
Face Area	9			Square F	eet					
Face of Building or Pole is				Feet	Feet/In	ches	Back Fro	m Stre	eet Line	
Sign will extend	13			Feet Abo	ve Grade		The state of the state of			
Materials used to construct sign:	Frame					Fa	ace			
Foundation Materials:					Si	ze	A CONTRACTOR OF THE PARTY OF TH	and Section 1994		
Electrician Required:						10	Yes	CN	0	
Brief Description Of Proposed Work: Pole Banners on Light poles										
Contractor Information										
✓ I am the Contractor.										
Name	Ryan Larkin						Туре	Exp	iration Date :	4/24/2019
Business Name	Larkin LTD		Lic	ense#			Туре	Ехр	iration Date :	
Telephone No.	413 - 528 - 89	908	Alt	t. Tel. No.						
Address	974 Main St	STE 1			100					
City	Great Barrin	gton	Sta	ate		MA	Zip	01230		
Email:	ryan@larkin	ltd.com	1							
The undersigned assumes res	ponsibility for	complia	ance	with the	tate build	ling c	ode and	all oth	er applicable c	odes.
Owner/ Licensee:					4.0	- 1210 100	01:00:00			
If there are any changes made void.	in the installa	ation of	this a	application	n after ins	pecti	on is ma	de this	permit become	es null and
Submit Scaled Plan of Sign(s)	and Plot Plan	with Pe	ermit	Applicati	on.				*	
Note: Roof Signs are Prohibite	ed									
WORKERS' COMPENSATIO	N INSURANC	E AFFI	DAV	IT (M.G.L	c. 152 i	3 25C	(6))			
Workers Compensation Insura affidavit will result in the denia					d submit	ted w	th this a	oplicat	ion. Failure to p	provide this
Signed Affidavit Attached	Yes		- File		No					# No. 1
						01				



December 17, 2018

Mr. Edwin May, Inspector of Buildings Town of Great Barrington 20 Castle Street Great Barrington, MA 01230

RE: Installation of a Pole Mounted Banner Hanging Assemblies & "W.E.B. DuBois Native Son" Banners Various Locations, Great Barrington, MA

Dear Mr. May:

Berkshire Engineering Inc. has reviewed project specifications for the installation of aluminum light post mounted banner hanging assemblies proposed for various locations throughout downtown Great Barrington. The hanger assemblies are comprised of cast aluminum mounting bases secured to aluminum lamp posts via two (2) stainless steel pipe clamps per base. Two (2) bases are used in parallel to achieve an overall banner display size of approximately 2'-6" wide by 3'-0" high. Each base bracket is provided with a fiberglass display pole and appurtenant banner mounting hardware as required to safely display the proposed vinyl banners. Berkshire Engineering Inc. has reviewed the service loading conditions associated with the pole mounted banner assemblies and finds that the anticipated service loading to be within the safe working parameters of the assembly mounts.

This design evaluation and subsequent anticipated service loading formulation has been prepared with reference to the following design standards:

- Massachusetts State Building Code 780 CMR Ninth Edition, specifically the 2015 International Building Code with Massachusetts Amendments.
- ASCE 7-16, Minimum Design Loads for Buildings and Other Structures

As part of this evaluation the following actions were completed:

Engineers review of proposed connection details and components, completed December 17, 2018.

As part of this filing, Berkshire Engineering Inc. has also completed an engineering review of the installation of a single vinyl banner, approximately 30"x36" to, proposed to be affixed to each pair of hanger assemblies. The banners are to remain in place for a period not to exceed 60 days without a follow up inspection by the installer or this office. At the conclusion of its service period the informational banner and all mounting hardware is to be removed by the approved installer. This approval is subject to the following condition, to be referred to as "Condition One":

Any subsequent banner or seasonal display installations proposed to be supported by the pole mounted hangers outlined in this filing shall be reviewed by this office prior to installation. This filing neither proposes nor permits the installation of any future seasonal decorations, informational banners, or other attachments on the pole mounted banner hanger assemblies outlined herein, without prior engineering review by this office.

It is the conclusion of this office that the pole mounted W.E.B. DuBois vinyl banners and associated mounting assemblies, as proposed by Larkin Limited, can be safely displayed for a period not to exceed 60 days, at the conclusion of which the banners are to be removed. In the event that a banner display period of more than 60 days is required, interim inspections of all mounting assemblies shall be performed by the installing party or this office. Said interim inspections shall occur at intervals not to exceed 60 day for the duration of the desired display period.

KULIG CIVIL lo. 3947

Should you require any additional information, please let us know.

Respectfully Submitted,

Nicholas Andersen Vice President

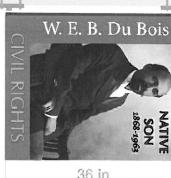
cale: As Noted

Project Name

NOS MAN

29.96 in

Aluminum Lamp Post



36 in

(2) 30" Fiberglass Rods (3/4" diameter)

13 000 STATE

(2) Aluminum Cast Bases (2) Metal Rings & Pins

(4) 40" Stainless Steel Bands

Banner will be Alove Sidewalks 13' From Grade

Double Sided Banner - All Same Images but Bottom Wording is different

SON 1868-1963 W. E. B. Du Bois SON 1868-1963

ъ.
Bois
53
H 7
NATIVE SON 1868-1963

Email: Ryan@LarkinLTD.com Fax: 413-528-8906 Address: 974 Main St STE 1 Phone: 413-528-8908

Great Barrington, MA 01230

W. E. B. Du Bois

Phone #:

Proofed By:

Estimated Cost:

MXG

### ACORD'

### CERTIFICATE OF LIABILITY INSURANCE

01/02/2019

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

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

PRC	DUCE			. 0016	mode noider in ned or se	CONTA NAME:		•		_	
		r & Taylor, Inc				DUIGNE	The state of the s	700 4000	FAX		
333 Main St. Great Barrington, MA 01230						PHONE (A/C, No, Ext): (413) 528-1000 FAX (A/C, No): (413) 5 E-MAIL SS: insurance@wheelerandtaylor.com					28-1008
Gre	at De	arrington, MA 01230				ADDRE	<sub>SS:</sub> insuranc	e@wneele	randtaylor.com		
						-			RDING COVERAGE		NAIC #
-							RA:Scottsc	lale Insurai	nce Company		
INSU	JRED	Parkahira Danasana fastat				INSURE	RB:				
		Berkshire Resources for Inte Education, Inc.	egra	tion	of Diverse Groups and	INSURE	RC:				
		17 Main Street, Suite 2				INSURE	RD:				
		Lee, MA 01238				INSURE	RE:				
						INSURE	RF:				
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									PERSONAL & ADV INJURY	\$	1,000,000
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3		RKERS COMPENSATION EMPLOYERS' LIABILITY Y / N							PER OTH- STATUTE ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED? (Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below				] N/A					E.L. EACH ACCIDENT	\$	
									E.L. DISEASE - EA EMPLOYEE	\$	
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DES	CRIPT	TION OF OPERATIONS / LOCATIONS / VEHICI	LES (A	ACORE	) 101, Additional Remarks Schedu	ıle, may b	e attached if mor	e space is requii	red)		
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UE	VIII	ICATE HOLDER				CANC	ELLATION				
		Town of Great Barrington 334 Main Street				THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL I Y PROVISIONS.	ANCELL BE DEI	ED BEFORE .IVERED IN
		Great Barrington, MA 01230					RIZED REPRESE		2		

January 8, 2019

Berkshire Resources for Integration of Diverse Groups and Education, Inc. 17 Main Street, Suite 2 Lee, MA 01238

### Re: Use of poles for hanging decorative banners

Dear Gwendolyn:

Massachusetts Electric Company ("Mass. Electric") understands that you wish to install certain types of decorative banners, flags, or single pole fixtures on our poles along public ways. Mass. Electric will allow Berkshire Resources for Integration of Diverse Groups and Education Inc. ("Customer") to install 30"x 36" decorative banners ("Fixtures") on our poles at Poles 1, 3, 5, 8, 11, 12, 14, 16, 17, 20, 24, 27 Main Street in Great Barrington, MA ("Municipality") for the period of January 18, 2019 to March 10, 2019 in accordance with the following requirements:

- 1) Prior to installing any Fixtures, Customer must obtain Verizon's approval for installation on any poles that Mass. Electric jointly owns with Verizon and must provide Mass. Electric with written documentation that Municipality approves the installation.
- 2) Customer shall be responsible for the proper installation, maintenance, and future removal of the Fixtures.
- 3) Fixtures may be attached individually on a single pole along the side of the road (not across a roadway) as long as the vertical clearance from the Fixtures to the ground is a minimum of 13 feet over pedestrian walkways, and 16 feet over streets, driveways, loading docks, and anywhere else that there is motorized traffic. Fixtures must be installed below the lowest telephone cables on the pole. Note that this requirement may make the height of the Fixtures less than the minimum required in places, and bar installation at those places unless the size of the fixture is decreased. Fixtures may not be installed between two wooden or aluminum poles along or across a roadway.
- 4) The maximum size of any Fixtures is 30" x 36", with a maximum weight not to exceed 5 pounds. Customer shall not use any Fixtures that require electric service or batteries to operate.
- 5) Customer shall use band clamps to install the Fixtures, and may not drill into the poles.
- 6) Customer or its contractor shall install the Fixtures at the Customer's expense.
- 7) Mass. Electric reserves the right to remove the Fixtures at any time Mass. Electric deems it necessary for the maintenance or operation of its poles. If Mass. Electric determines, in its sole discretion, that a pole is damaged for any reason and must be replaced, Mass. Electric will remove the pole and may dispose of any Fixtures on that pole. In all instances, Mass. Electric shall have no responsibility to replace the Fixtures or reimburse Customer for them.

- 8) Customer agrees to remove any Fixtures at Mass. Electric's request if, in Mass. Electric's opinion, the Fixtures begin to deteriorate or are deemed offensive or a safety hazard to any residents or public officials.
- 9) Customer warrants that it is an association, institution, non-profit organization, or other entity operating for the public good, and not a commercial entity. Customer agrees not to install any commercial advertising on the Fixtures. Customer may, however, put up to two sponsor logos in the lower corner of the Fixture, if they take up less than 1/10 of the Fixtures' area.
- 10) The Customer will provide an insurance certificate naming Mass. Electric as an additional insured in the amount of \$2 million.
- 11) Mass. Electric shall not be liable to the Customer, its officers, employees, agents or contractors under any legal or equitable theory for any claims for direct, indirect, consequential, or other damages of any nature including, but not limited to, damages for personal injury, property damage, or lost profits connected with the installation of the Fixtures.
- 12) Customer agrees to indemnify and save harmless Mass. Electric, its affiliates, and their employees or agents or any of them from and against any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees and expenses of ), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from or related to the installation of Fixtures including, without limiting the generality of the foregoing, claims for or resulting from (i) injury to, or the death of, persons or damage to property; or (ii) violation of this agreement or of any applicable federal, state or municipal laws, regulations, codes and ordinances.

If you agree with the terms of this letter, please sign below and return this letter to me. Thank you very much.

Very truly yours,

Aleta Fazzone Director

Acknowledged and agreed:

Berkshire Resources for Integration of Diverse Groups and Education Inc.:

Name: Gwendsy Van Ent

Title: CEO Founding Director - Vice Chair

Organization: Multicultural BRIDGE - Town of GB

Legacy

Committee

Tree Committee

Submitted on Monday, December 3, 2018 - 12:57pm Submitted values are:

Subject: Other Message:

Dear Mrs. Tabakin,

My name's Marcia Stamell, you might probably recognize me because I show up at Selectboard meetings from time to time, most recently to thank you for helping with low flying planes along Route 23.

I've lived here for 20 years and volunteered for town committees when I could, including the cultural council and the charter review committee. That was a few years back. I enjoy working with my neighbors to do my little bit for our town, and I'd like to be able to do that again.

I noticed that there's an opening on the tree committee. I would like to be considered for that slot. My background is as a journalist with sub-specialties in cultural affairs, economics and tech. But like many people in town, I'm a gardener and a bit of a tree nut. I'd really enjoy helping to keep our town green, leafy and beautiful. Thanks,

### Marcia Stamell

==Please provide the following information==

Your Name: Marcia Stamell

Your E-mail Address: marcia.stamell@gmail.com

Organization:

Phone Number: 528-6206

==Address==

Street: 624 S. Egremont Road

City: Great Barrington State: Massachusetts

Zipcode: 01230

December 10, 2018

Dear Jennifer:

The GB Tree Co. has endorsed Marcia Stamell for membership on the Great Barrington Tree Committee to fill the position Nan Wile recently resigned.

Marcia has valuable skills in editing, copywriting, reporting and marketing which will be of great help during our annual Arbor Day celebrations.

She is a long time resident and is passionate about trees; we will welcome your approval of her application.

Holly Hamer Chair, Gt. Barrington Tree Co. 99 Seekonk Cross Rd. Gt. Barrington, MA 01230

### **MEMO**

To: Selectboard

From: Helen V. Kuziemko, Administrative Assistant

Date: January 10, 2019

RE: List of Applicants who submitted letter/resume to serve on the Town Manager Screening Committee

Peter Taylor

Michael Wise

Robin Helfand

Locke Larkin

John Katz

Sean Stanton

Annie O'Dwyer

Holly Hamer

Jonathan Hankin

Ron Majdalany

Sam Nickerson

Chris Tucci

Richard Needlemen

Shep Evans

Benjamin Downing

Peter J. Most

James P. Bailly

Patrick Fennell

Fred Clark

Krista Haley

Natalie Narotzky

Mark Lefenfeld

Jennifer Clark (submitted after the Dec. 31st deadline)



FOR IMMEDIATE RELEASE DECEMBER 4, 2018

CONTACT: Stephen Bannon, Chair Great Barrington Selectboard 413-528-1619 x2

### GREAT BARRINGTON SELECTBOARD SEEKS VOLUNTEERS TO SERVE ON TOWN MANAGER SCREENING COMMITTEE

Great Barrington, MA – The Great Barrington Selectboard invites interested residents to apply to serve on the Great Barrington Town Manager Screening Committee.

"We look forward to having residents participate in the process of selecting Great Barrington's next Town Manager," said Stephen Bannon, Chair of the Selectboard. "It is important to us that residents are involved throughout the screening process."

The duties of the seven-member Town Manager Screening Committee include reviewing résumés of applicants, selecting approximately six to nine semi-finalist candidates, interviewing those candidates, and selecting a total of three to five finalists to forward to the Selectboard for interviews.

It is anticipated that the members of the Town Manager Screening Committee will need to attend a maximum of four meetings to fulfill their obligations in accordance with the Town's Charter. Once finalists' names are presented to the Selectboard, the Town Manager Screening Committee will have completed its mission.

"Town Manager Screening Committee members will have a critical role in determining finalists for this important position," said Ed Abrahams, Vice-Chair of the Selectboard. "We are pleased to be able to call upon residents' experience, knowledge, and insight."

Great Barrington has hired the consulting firm *Community Paradigm Associates* to assist in the Town Manager search process. The consultant will guide and assist Town Manager Screening Committee members in their efforts.

To submit an application to serve on the Town Manager Screening Committee, please send your letter of interest and/or résumé via email to:

HKuziemko@Townofgb.org

To mail or drop off an application, please send your cover letter and/or résumé to:

Town Hall
334 Main St.
Great Barrington, MA 01230
Attn: Helen Kuziemko
Selectboard Office

Town Manager Screening Committee Application

The deadline for receipt of applications to serve on the Town Manager Screening Committee is December 31, 2018, at 12:00 p.m.

For more information, please contact the Great Barrington Selectboard office at 413-528-1619 x2.

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