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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Revised

SELECTBOARD'S MEETING AGENDA

MONDAY, FEBRUARY 11, 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:

November 26, 2018 Regular Meeting.
January 28, 2019 Regular Meeting.

3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board.

4. TOWN MANAGER'S REPORT:

A. Department Updates

B. Project Updates.

5. OLD BUSINESS:

A. Housatonic Elementary School Discussion and Next Steps. (Discussion/Vote)

6. NEW BUSINESS:

A. SB – Referral of Proposed Zoning Amendments to the Planning Board for a Public Hearing.
(Discussion/Vote)

B. SB – Execute Grant of Easement over a portion of the Town's Wastewater Treatment Plant
to Community Development Corporation (CDC) of South Berkshire, as authorized by May 1, 2017
Annual Town Meeting. (Discussion/Vote)

C. Community Growth Partners – Host Agreement Application to locate Retail Marijuana Establishment at
783 Main Street, Great Barrington. (Discussion/Vote)

7. CITIZEN SPEAK TIME:

8. SELECTBOARD'S TIME:

9. MEDIA TIME:

10. ADJOURNMENT:

NEXT SELECTBOARD'S MEETING: Monday, February 25, 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.



TOWN OF GREAT BARRINGTON MASSACHUSETTS

PLANNING BOARD

January 30, 2019

Stephen Bannon, Chairman
Great Barrington Selectboard

Re: Proposed Zoning Amendments for the May 2019 Annual Town Meeting

Dear Steve:

The Planning Board has drafted a number zoning amendments for this coming Annual Town Meeting. We ask the Selectboard, at its upcoming February 11 meeting, to refer the attached proposed amendments to the Planning Board for a public hearing. The Planning Board has scheduled its public hearing to begin on Thursday March 7 at 6:00 PM.

As you know, per MGL Ch. 40, s.5 the procedure for proposed zoning amendments (whether they are proposed by the Planning Board, citizens, or any other party) is that they be transmitted to the Selectboard. Upon receipt, the Selectboard must refer them to the Planning Board for a public hearing. At the hearing, the Planning Board will consider input on each draft amendment and vote whether or not to recommend the amendment to Town Meeting.

The Planning Board's proposed draft amendments can be summarized as follows:

1. Several "cleanups" of the existing text, including clarification of the process for altering nonconforming uses in the Water Quality Protection District and the clarification of which uses are allowed in the downtown "B" district.
2. Amendments intended to allow for increased housing development opportunities including:
 - a. Changes to rear setback, lot coverage, and parking restrictions in order to allow for more two-family and multi-family development opportunities. This includes increasing the density allowance for the B-3 zone.
 - b. Changes to accessory dwelling unit restrictions in order to allow for more accessory unit opportunities, and to allow "tiny homes" to qualify as accessory units.
 - c. Assigning the special permit granting authority for residential uses to the Planning Board.
3. Amending the Design Advisory Committee bylaw to minimize permitting hoops where existing review requirements already apply.
4. Amending the marijuana regulations so that manufacturing/processing can be considered as an accessory use with cultivation.
5. A rezoning for the Stockbridge Road commercial corridor, to allow for wider variety of possible uses, to revise parking and landscaping requirements, and to re-map the zoning district boundaries of the area.

Thank you.

For the Planning Board,

A handwritten signature in black ink, appearing to read "Brandee Nelson", written over a horizontal line.

Brandee K. Nelson, Chair

cc: Jennifer Tabakin, Town Manager
Marie Ryan, Town Clerk
Chris Rembold, Town Planner
Edwin May, Building Inspector

Attachment

Proposed deletions are ~~struck through~~
Proposed insertions are underlined

ARTICLE ____ : Water Quality Protection Overlay District

Amend Section 9.2 as follows:

9.2.2 Overlay District. The WQPOD is an overlay district superimposed on the other zoning districts. This overlay district shall apply to all new construction, reconstruction, or expansion of existing buildings and new or expanded uses. Uses in the underlying zoning districts that fall within the WQPOD must additionally comply with the requirements of this district. Uses prohibited in the underlying zoning districts shall not be permitted in the WQPOD. In the case of a conflict between two provisions of this section, the more restrictive shall apply; provided, however, subsection 9.2.11 shall be considered more restrictive and imposing higher standards than subsection 9.2.12.

9.2.12 Uses and Activities Requiring a Special Permit. The following uses and activities (except those specifically addressed in subsection 9.2.11) are permitted only upon the issuance of a special permit by the Board of Selectmen (SPGA) under such conditions as it may require:

ARTICLE ____ : Downtown B District

Amend the column for the B zone in Section 3.1.4 Table of Use Regulations as follows:

Change A(3) Dwelling, multifamily 3 to 8 units: change from SB to Y
Change A(5) live/work: change from N to Y
Change A(7) mixed-uses: change from SB to Y
Change C(5) Garden centers: change from Y to SB
Change C(6) General Service: change from SB to Y
Change C(7) Greenhouses: change from Y to SB
Change F(2) Gravel, loam, sand and stone removal: change from SB to N

ARTICLE ____: Dimensional Requirements and Density Controls

Amend Section 4.1.2, Schedule of Dimensional Requirements, to delete the column “Minimum rear yard (ft.)” and rename the existing column “Minimum side yard (ft.)” to “Minimum side and rear yard (ft.)”, so that in all districts, the minimum rear yard becomes the same dimension as the minimum side yard, as shown in the table below.

RENAME
COLUMN
AS
FOLLOWS:

DELETE
THE REAR
YARD
COLUMN:

District	Minimum lot area (sq. ft.)	Width (ft.)	Minimum front yard ¹ (ft.)	Minimum side yard and rear yard (ft.)	Minimum rear yard (ft.)	Maximum lot coverage by buildings (percent)	Stories ^{2,6}	Height (ft.) ^{2,6}
R1A	10,000	100	25	20 ³	30	20	2 ½	35
R1B	6,500	60	25	10	30	25	2 ½	35
R2	43,560 ⁷	150	50	20 ³	30	20	2 ½	35
R3	5,000	50	25	10	30	25	2 ½	35
R4	87,120	200	50	20	30	10	2 ½	35
B ⁸	5,000	50	0 ⁹	0 ¹⁰	0 ¹⁰	75	3	40
HVC ¹²	5,000	50	5	5	10	75	2 ½	35
B1	Dwellings 5,000	50	25	10	30	25	2 ½	35
	Other permitted uses 5,000	50	25	10	10	75	3	40
B2	Dwellings 43,560 ⁷	150	50	20	30	25 ⁴ 40 ⁵	2 ½	35
	Other permitted uses 5,000	50	25	10	10	75	3	40
B2A	Dwellings 43,560	150	50	20	30	20	2 ½	35
	Other permitted uses 20,000	150	40	20	30	25	2 ½	35
B2X	5,000	50	0 ⁹	0	0	75	3	40
B3	Existing buildings 5,000	50	0	0	10	75	4 ¹¹	40 ¹¹
	New structures 5,000	50	10	10	10	75	4 ¹¹	40 ¹¹
MXD ¹³	5,000	50	15	10	10	75	3 ½	40
I	Dwellings 43,560 ⁷	150	50	20	30	25	2 ½	35
	Other permitted uses 5,000	50	50	10	10	75	3	40
I2	Dwellings 43,560 ⁷	150	50	20	30	25	2 ½	35
	Other permitted uses 5,000	50	50	10	10	75	3	40
	Multifamily dwellings 10,500	50	25	10	30	50	2 ½	35

ARTICLE ____: Net Buildable Area

Amend Section 11.0, Definitions, to add the following new definition:

NET BUILDABLE AREA: the area of a lot minus the front, rear, and side yards required in the zoning district.

Amend Section 4.1.2, Schedule of Dimensional Requirements, by adding a new footnote, #15, to the column entitled “Maximum lot coverage by buildings.”

Amend Section 4.1.3, Notes to Schedule of Dimensional Requirements, by adding the footnote text as follows:

15. Maximum Lot Coverage shall not apply to parcels where the application would reduce the Net Buildable Area to less than 2,000 square feet in the R3 District or less than 3,000 square feet in the R1A and R1B Districts. In these cases, Net Buildable Area only shall apply.

ARTICLE ____: Special Permit Grant Authority for Residential Uses

Amend Section 3.1.4, Table of Use Regulations, subsection A, Residential uses, by changing all instances of “SB” to “PB,” thereby making the Planning Board the special permit granting authority in these cases.

ARTICLE ____: Two-Family Housing

Amend Section 8.1, Two-Family Residential Use of Single Lot, in order to revise the parking requirement in subsection 8.1.3.4 from 2 spaces per unit to 1.5 spaces per unit, and to delete item subsection 8.1.3.6.

4. ~~Two~~ One and one-half (1.5) off-street parking spaces shall be provided for each dwelling unit, located in such a manner that permeable surfaces, including lawns and/or garden areas but exclusive of all structures, driveways, walkways and parking spaces, shall be no less than 15% of the total area of the property. Deviation from this requirement may be permitted in accordance with Section 6.1.9.

6. ~~New construction of any two family residential structure or structures shall conform to all dimensional requirements of Section 4.0. A second dwelling unit in a new separate structure shall only be allowed when the lot is at least twice the minimum lot area specified in Section 4.0. The Planning Board may, by special permit pursuant to Section 10.4, authorize a deviation from this requirement.~~

ARTICLE ____: Multi-Family Housing

Amend Section 8.3.1 as follows:

8.3.1 General. ~~The Board of Selectmen may grant a special permit in accordance with Section 10.4 for multifamily dwellings, including condominiums, in the zoning districts specified for such uses in the Table of Use Regulations. Before granting such a special permit, the Board of Selectmen shall also conduct a site inspection of the property. Multifamily uses may be permitted by-right, or by special permit in accordance with Section 10.4, as set forth in the Table of Use~~

Regulations. All multi-family uses shall require Site Plan Approval in accordance with Section 10.5.

Amend Section 8.3.3, as follows and renumber subsections accordingly::

1. In a multifamily development, more than one principal building may be permitted on a lot, ~~provided that such lot meets the minimum lot width requirements for the respective zoning district as set forth in Section 4.0, and further provided that there shall be at least 3,500~~ 2,500 square feet of lot area for each dwelling unit ~~in a development of three units or four units, regardless of the number of principal buildings on the lot, and 5,000 square feet of lot area for each dwelling unit in a development of five or more units. The Planning Board may, by Special Permit, allow the lot area per unit to be less than 2,500 square feet per unit.~~
2. Permeable open space on the lot, including lawn and/or garden area but exclusive of structures, driveways, walkways and parking spaces, shall be no less than ~~50%~~ 15% of the total area of the property.
3. ~~No portion of any enclosing wall of any building and no portion of any other permissible structure shall be nearer than 25 feet to any street line, 10 feet to any side lot line and 30 feet to the rear lot line.~~
4. ~~Two~~ One and one-half (1.5) off-street parking spaces shall be provided for each dwelling unit. No space shall be considered available for parking if such space reduces the effective width of a driveway providing access to more than one dwelling unit to less than ~~16~~ 12 feet. In the event that the required parking spaces cannot be provided on the property, ~~the applicant shall, before the special permit is issued, present proof of a duly recorded permanent easement or deed providing such off street parking space on other property, and the special permit shall be conditioned upon such permanent easement or deed~~ deviation from this requirement may be permitted in accordance with Section 6.1.9.
5. ~~Within the development, vehicular and pedestrian circulation shall provide for safe and convenient use to the satisfaction of the Planning Board.~~
6. ~~Front yards and all open areas shall be suitably landscaped and maintained with grass, trees, flowers, shrubs and/or walks. Such landscaping shall be specified in detail on the site plan and shall be made a condition of the special permit.~~
7. ~~The proposed development shall be located with respect to major thoroughfares and uses outside the development as not to create traffic hazards or congestion. Before issuance of a special permit by the Board of Selectmen, the Chief of Police and the Highway Superintendent shall give their written approval of said location.~~
8. ~~Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of each building, shall not be located on any building wall facing a street.~~
9. ~~Drainage controls as deemed necessary shall be specifically described as an added condition of the special permit.~~

Delete subsection 8.3.4, and renumber subsequent subsections accordingly.

8.3.4 Procedures. ~~When filing an application with the Board of Selectmen, the applicant shall submit at least six copies of a site plan showing, in addition to all characteristics specified in Section 10.5, the general plan and elevations of the buildings, as well as provisions for proposed parking spaces, interior roadways, walkways, drainage and recreational facilities.~~

- ~~1. Such site plan, subject to such amendment thereof as may be required by the Planning Board under the provisions of this Bylaw shall be made a part of the building permit.~~
- ~~2. The Board of Selectmen shall notify the Inspector of Buildings of its approval of a special permit.~~

Amend subsection 8.3.6 as follows:

8.3.6 Exemptions in Downtown B District, B2X, HVC, MXD District, and General Business B2 District. The requirements of Section 8.3.3 shall not apply to any multifamily dwelling in a single existing building within the Downtown Business B District, B2X, or MXD District. Requirements 1. and 2. of section 8.3.3 shall not apply to any multifamily dwelling within the General Business B2 District. Requirements 1-4 of section 8.3.3 shall not apply to any multifamily development in the MXD District.

ARTICLE ____: Accessory Structures and Accessory Dwelling Units

Amend Section 3.2.2, items 3 and 4, as follows:

- ~~3. An accessory building not exceeding 15 feet in height may be located within the required rear or side yard of the principal building, but shall not be located in the front yard or nearer to any street line than the minimum setback in the zoning district in which it is located. No accessory building shall be within 10 feet of any side or rear lot line. An accessory building exceeding 15 feet in height shall conform to all minimum setback requirements for the zoning district.~~
- ~~4. An accessory building in a Residence District shall not exceed 25 feet in height above the ground level, and it shall not be located nearer than 10 feet to the principal building or occupy more than 10% of the total lot area. For definition of "height of a building," see Section 11.0.~~

Amend portions of Section 8.2.3 as follows and renumber subsections accordingly:

- ~~1. Only one~~ A maximum of two ADUs may be established per lot.
- ~~2. The ADU may not be in separate ownership from that of any other dwelling unit on the lot.~~
- ~~3. The~~ An ADU may not in any case be larger than ~~650~~ 900 gross square feet. If a dwelling unit greater than ~~650~~ 900 gross square feet is created within a single-family home, the residence will be considered a two-family dwelling and will be subject to the requirements of Section 8.1 of this Bylaw.
- ~~8. Where practicable, any new entrance necessitated by the ADU must be located on the rear or side of the building.~~

9. Fire escapes and outside stairways leading to a second or higher story ~~shall be located on the rear or side of the building, and, where practicable, shall not be located on any building wall facing a street~~ and shall comply with Section 4.2.3.

Amend Section 11, definition of Accessory Dwelling Unit, as follows:

ACCESSORY DWELLING UNIT: a subordinate dwelling unit on the same lot as a primary single family or two-family residential use, whether in an accessory building or within the same building as the primary dwelling, with provisions for independent cooking, living, sanitation and sleeping.

ARTICLE ____: Tiny Houses as Accessory Dwelling Units

Amend Section 11, Definitions, to add the following new definition:

Movable Tiny House (MTH): A structure intended for the separate, independent living quarters of one household for year-round residence that meets all of the following: (a) Is licensed and registered with the Massachusetts Registry of Motor Vehicles; (b) Meets the American National Standards Institute (ANSI) 119.5 requirements, and certified by a qualified third party inspector for ANSI compliance; (c) Cannot move under its own power; (d) Has not less than 150 and no more than 400 square feet of habitable living space, excluding lofts; (e) Is designed and built using conventional residential building materials for windows, roofing and exterior siding.

And amend Section 11, definition of Accessory Dwelling Unit, as follows:

ACCESSORY DWELLING UNIT: a subordinate dwelling unit on the same lot as a primary single family or two-family residential use, whether in an accessory building or within the same building as the primary dwelling, with provisions for independent cooking, living, sanitation and sleeping. A Movable Tiny House (MTH) connected to electricity, water, and sewer or septic that has its chassis, wheels and hitch concealed shall be considered an accessory dwelling unit.

ARTICLE ____: Downtown Mixed-Use B3 District

Amend portions of Section 9.4 as follows:

9.4.5 Dimensional Requirements. Dimensional requirements in the Downtown Mixed-Use B3 District shall be as set forth in Section 4.0. The dimensional requirements reflect the proximity to downtown.

1. The maximum number of dwelling units permitted by right shall be based on a minimum area of ~~5,000~~ 2,500 square feet of land per dwelling unit, except that one two-family dwelling may be permitted on a lot of at least ~~5,000~~ 2,500 square feet. The minimum area of land required per dwelling unit may be reduced through incentives described in this section and granted by special permit.

9.4.7 Parking. Parking requirements for residential dwelling units shall be ~~two~~ one parking spaces space for each of the first five units and 1 1/2 spaces for each additional unit; parking requirements for related uses shall be calculated in accordance with Section 6.1. Parking requirements for business (nonresidential) uses shall be calculated in accordance with the

~~minimum requirements in Section 6.1.2 the Table of Required Minimum Parking. Parking areas shall be safely and conveniently accessible from the buildings they serve. No parking space shall reduce the effective width of a driveway providing access to more than one dwelling unit to less than 12 feet. In the event the parking spaces cannot be provided on the property, deviation from this requirement may be permitted in accordance with Section 6.1.9 if the applicant provides satisfactory guarantee, in the form of deed, permanent easement, or similar document, that parking is provided off-site. Parking requirements shall be met by any combination of the following:~~

- ~~1. Off street parking on site;~~
- ~~2. Provision of new on street parking with permission of the Town. Parallel parking spaces shall not be less than eight feet by 23 feet.~~

9.4.9 Special Permit. Uses indicated in the Table of Use Regulations, and any development or redevelopment in excess of 20,000 square feet of gross floor area, regardless of use, shall require a special permit. A special permit shall be required for any project seeking to use the density or open space incentives defined in this section. The ~~Board of Selectmen (SPGA)~~ Special Permit Granting Authority (SPGA) may grant a special permit in accordance with the provisions of Section 10.4.

ARTICLE ____: Mixed-Use Development

Amend portions of Section 8.4 as follows:

8.4 MIXED USE DEVELOPMENT

8.4.1 General. ~~For mixed uses in the B, B2, I, and I2 zones, all of the following requirements shall apply. For mixed uses in the B3 zone, see Section 9.4. For mixed uses in the HVC and HVOB zones, see Sections 9.9 and 9.10 respectively. For mixed uses in MXD zones, see Section 9.11. The requirements of this section shall apply to mixed use development. Where specific zoning districts have requirements that conflict with the requirements of this section, the requirements of the specific zone shall prevail.~~

8.4.2 Requirements.

- ~~2. A portion of the street level floor space shall be reserved for nonresidential use. Inside the Village Center Overlay District, this portion shall be a minimum of 75%. Inside the Village Center Overlay District, a minimum of 75% of street-level floor space shall be reserved for nonresidential use. Outside the Village Center Overlay District, a minimum of 25% of street-level floor space shall be reserved for nonresidential use. The Special Permit Granting Authority (SPGA) may, by special permit, reduce the nonresidential space requirement.~~

ARTICLE ____: Marijuana Establishments

Amend Section 7.18.4 to add item 5, as follows:

5. In R2 and R4 zones, cultivation may only be considered on parcels 5 acres or larger. A Marijuana Manufacturing establishment may be permitted by special permit as an accessory use to a cultivation facility in any zone.

ARTICLE ____: Design Advisory Committee

Amend portions of Section 9.5 to clarify when DAC review is required, the DAC membership, and a provision for constructive approval if DAC fails to act.

9.5.2 Applicability. Except as set forth in this section, All proposed changes to the exterior of structures within the district shall require a meeting with the Design Advisory Committee. Any substantial structural change shall require a special permit from the Selectboard. A substantial structure change is defined as one which involves: changing the height of a structure or increasing the size of a structure's footprint or square footage of any aboveground floor by more than 25% or 1,000 square feet, whichever is smaller. Signs proposed in accordance with the Sign Bylaw shall not be subject to review by the Design Advisory Committee. Changes to structures subject to review by the Historic District Commission shall not require review by the Design Advisory Committee.

9.5.5 Design Review. The purpose of design review is to preserve, enhance and raise awareness of the town's cultural, economic and historical resources by providing for a review of all changes in the appearance of structure and sites which may affect these resources. The review procedures are intended to: enhance the social and economic viability of the town by preserving property values and promoting the attractiveness of the town as a place to live, visit and shop; encourage the conservation of buildings and groups of buildings that have aesthetic or historic significance; prevent alterations that are incompatible with the existing environment or that are of inferior quality or appearance; encourage flexibility and variety in future development. Except as set forth in this section, All new structures, alterations or additions to existing structures which affect the exterior architectural appearance of a building shall be subject to review by the Design Advisory Committee, provided that the action occurs on land which is located in the Downtown Business B District.

9.5.6 Design Advisory Committee. A Design Advisory Committee is hereby established to review applications for all actions that are subject to the provisions of this section and to work cooperatively with owners of land, buildings and businesses. The Design Advisory Committee shall make recommendations to the appropriate decision making body and/or the applicant concerning compliance of the proposed action to the design review standards in this section. The Design Advisory Committee shall consist of ~~seven~~ five voting members, constituted as follows:

1. Building Inspector (ex officio, nonvoting member).
2. Planning Board member, selected by the Planning Board.
3. Historic District Commission member, selected by the Historic District Commission.
4. Architect, appointed by the ~~Board of Selectmen~~ Selectboard.
5. Design Professional, appointed by the ~~Board of Selectmen~~ Selectboard. *[amended 5/6/2013 ATM]*
6. ~~Three~~ One members from the general public, appointed by the ~~Board of Selectmen~~ Selectboard.

The terms of all appointed members shall be five years. The Historic District Commission member and the Planning Board member shall serve for one-year terms.

The selecting or appointing boards or commissions may select or appoint an Alternate Member who may serve and act in the place of the Member selected or appointed by that board or commission in the event of the absence of that Member. In the event of an absence, the Chair may elevate an Alternate Member(s) in order to form a quorum and to vote on matters pending before the Committee, provided that the composition of the Committee is not altered.

9.5.7 Design Advisory Committee; Procedures.

3. Process. The Building Inspector shall transmit copies of the application to the Design Advisory Committee. The Committee shall review the application, meet with the applicant and provide its recommendations, in writing, to the applicant and the Building Inspector within 30 days. If the Committee does not issue written recommendations within 30 days from the date the application was submitted, the Building Inspector shall assume approval of the application by the Design Advisory Committee. If the application for design review is associated with an application for a variance or a special permit, the Building Inspector shall immediately transmit the Design Advisory Board's recommendation to the Planning Board or the Zoning Board of Appeals, whichever is relevant.

ARTICLE ____: Stockbridge Road Corridor and B-2 zone regulations

Amend the column for the B2 zone in Section 3.1.4 Table of Use Regulations in order to:

Permit A(3) multifamily uses up to eight units by right
Permit A(5) live/work
Permit A(7) mixed-uses by right
Permit F(3) light manufacturing by SB special permit

Amend the rows for B2 in Section 4.1, Schedule of Dimensional Requirements as follows, and delete existing footnotes 4 and 5 to the dimensional table, and renumber the subsequent footnotes:

District	Minimum lot area (sq. ft.)	Width (ft.)	Minimum front yard (ft.)	Minimum side yard (ft.)	Minimum rear yard (ft.)	Maximum lot coverage by buildings (percent)	Stories	Height (ft.)
B2	Dwellings 43,560 ⁻²	150	50	20	30	25 ⁻⁴ 40 ⁻⁵	2½	35
	Other permitted uses 5,000	50	25	10	10	75	3 3½	40

Amend Section 6.1.3, location of parking spaces, as follows:

6.1.3 Location. Any parking area of more than five spaces providing off-street parking under the provisions of this Bylaw for any nonresidential use in a residence district shall not be located in the required front yard and shall be at least 10 feet from any side or rear lot line. If a nonresidential use in a residence district is located on a corner lot, no parking area of more than five spaces shall be located within the designated front yard nor closer to the street line than twice the required setback for residences within that district in side and rear yards. In the B2 zone, no

parking spaces provided for new or replacement structures shall be located between the structure and the front lot line.

Amend Section 6.2.1 as follows:

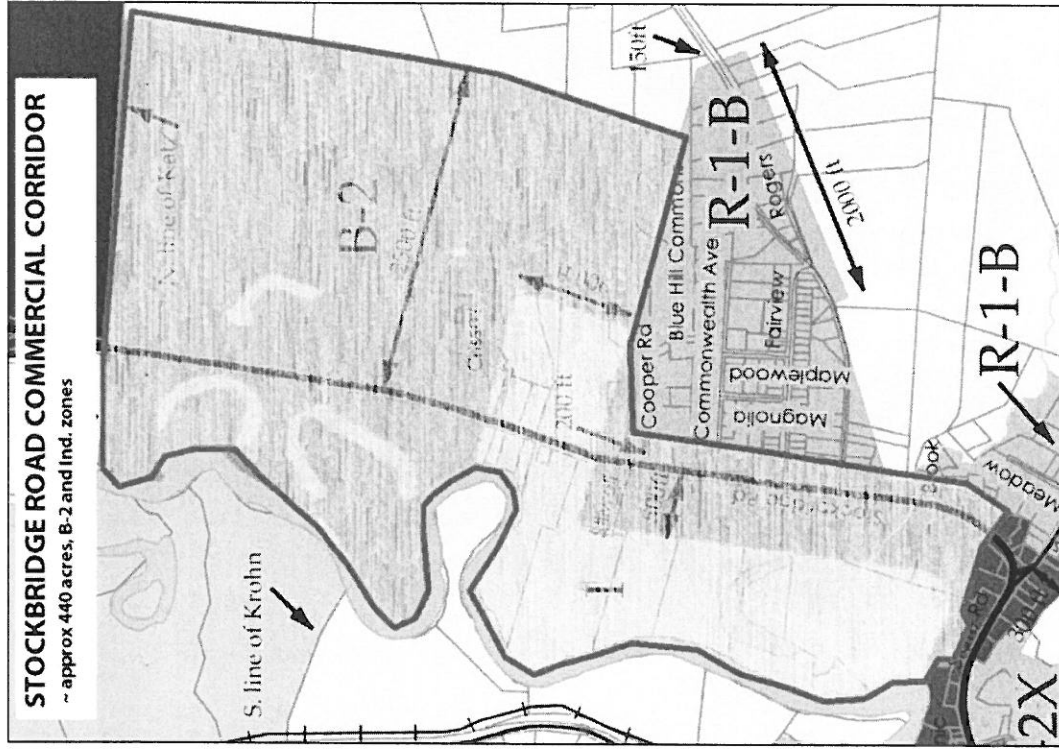
6.2.1 Applicability. These requirements shall apply to applications for site plan approval for land on both sides of Route 7 north (Stockbridge Road) from Belcher Square to the Stockbridge Town line and on Route 7 south (South Main Street) from Taconic Avenue to the Sheffield Town line. These requirements shall be in addition to those of Section 6.3.

Amend Section 6.2.7, required trees, as follows:

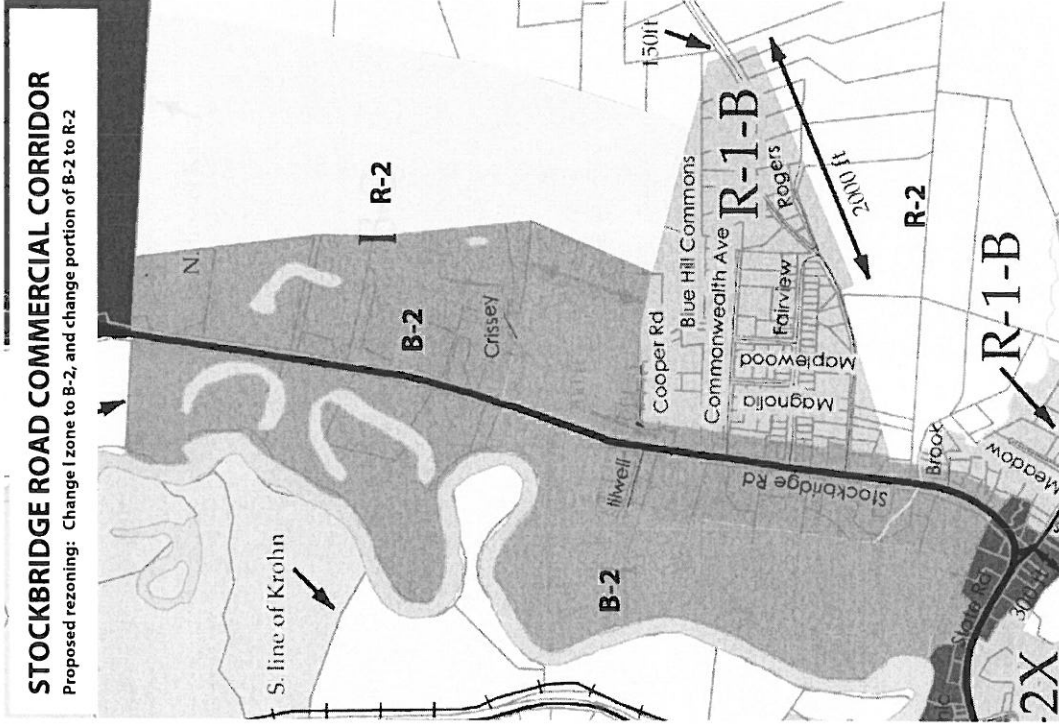
6.2.7 Required Trees. At least one deciduous tree shall be planted within the lot's front setback for every 50 feet of frontage on a lot on which a new building is erected or when any activity or use requires Site Plan Review as set forth in Section 10.5.1. The tree or trees shall be planted between the roadway and the building line that is closest to the roadway, provided that this does not interfere with utilities.

Amend the zoning map from existing to proposed, as shown in the following figures:

EXISTING



PROPOSED





TOWN OF GREAT BARRINGTON MASSACHUSETTS

PLANNING BOARD

January 30, 2019

Stephen Bannon, Chairman
Great Barrington Selectboard

Re: Proposed Zoning Amendments for the May 2019 Annual Town Meeting

Dear Steve:

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1. Several "cleanups" of the existing text, including clarification of the process for altering nonconforming uses in the Water Quality Protection District and the clarification of which uses are allowed in the downtown "B" district.
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 - a. Changes to rear setback, lot coverage, and parking restrictions in order to allow for more two-family and multi-family development opportunities. This includes increasing the density allowance for the B-3 zone.
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5. A rezoning for the Stockbridge Road commercial corridor, to allow for wider variety of possible uses, to revise parking and landscaping requirements, and to re-map the zoning district boundaries of the area.

Thank you.

For the Planning Board,



Brandee K. Nelson, Chair

cc: Jennifer Tabakin, Town Manager
Marie Ryan, Town Clerk
Chris Rembold, Town Planner
Edwin May, Building Inspector

Attachment

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Proposed insertions are underlined

ARTICLE ____ : Water Quality Protection Overlay District

Amend Section 9.2 as follows:

9.2.2 Overlay District. The WQPOD is an overlay district superimposed on the other zoning districts. This overlay district shall apply to all new construction, reconstruction, or expansion of existing buildings and new or expanded uses. Uses in the underlying zoning districts that fall within the WQPOD must additionally comply with the requirements of this district. Uses prohibited in the underlying zoning districts shall not be permitted in the WQPOD. In the case of a conflict between two provisions of this section, the more restrictive shall apply; provided, however, subsection 9.2.11 shall be considered more restrictive and imposing higher standards than subsection 9.2.12.

9.2.12 Uses and Activities Requiring a Special Permit. The following uses and activities (except those specifically addressed in subsection 9.2.11) are permitted only upon the issuance of a special permit by the Board of Selectmen (SPGA) under such conditions as it may require:

ARTICLE ____ : Downtown B District

Amend the column for the B zone in Section 3.1.4 Table of Use Regulations as follows:

Change A(3) Dwelling, multifamily 3 to 8 units: change from SB to Y
Change A(5) live/work: change from N to Y
Change A(7) mixed-uses: change from SB to Y
Change C(5) Garden centers: change from Y to SB
Change C(6) General Service: change from SB to Y
Change C(7) Greenhouses: change from Y to SB
Change F(2) Gravel, loam, sand and stone removal: change from SB to N

ARTICLE _____: Dimensional Requirements and Density Controls

Amend Section 4.1.2, Schedule of Dimensional Requirements, to delete the column “Minimum rear yard (ft.)” and rename the existing column “Minimum side yard (ft.)” to “Minimum side and rear yard (ft.)”, so that in all districts, the minimum rear yard becomes the same dimension as the minimum side yard, as shown in the table below.

RENAME
COLUMN
AS
FOLLOWS:
DELETE
THE REAR
YARD
COLUMN:

District	Minimum lot area (sq. ft.)	Width (ft.)	Minimum front yard ¹ (ft.)	Minimum side yard and rear yard (ft.)	Minimum rear yard (ft.)	Maximum lot coverage by buildings (percent)	Stories ^{2,6}	Height (ft.) ^{2,6}
R1A	10,000	100	25	20 ³	30	20	2 ½	35
R1B	6,500	60	25	10	30	25	2 ½	35
R2	43,560 ⁷	150	50	20 ³	30	20	2 ½	35
R3	5,000	50	25	10	30	25	2 ½	35
R4	87,120	200	50	20	30	10	2 ½	35
B ⁸	5,000	50	0 ⁹	0 ¹⁰	0 ¹⁰	75	3	40
HVC ¹²	5,000	50	5	5	10	75	2 ½	35
B1	Dwellings 5,000	50	25	10	30	25	2 ½	35
	Other permitted uses: 5,000	50	25	10	10	75	3	40
B2	Dwellings 43,560 ⁷	150	50	20	30	25 ⁴ 40 ⁵	2 ½	35
	Other permitted uses 5,000	50	25	10	10	75	3	40
B2A	Dwellings 43,560	150	50	20	30	20	2 ½	35
	Other permitted uses 20,000	150	40	20	30	25	2 ½	35
B2X	5,000	50	0 ⁹	0	0	75	3	40
B3	Existing buildings 5,000	50	0	0	10	75	4 ¹¹	40 ¹¹
	New structures 5,000	50	10	10	10	75	4 ¹¹	40 ¹¹
MXD ¹³	5,000	50	15	10	10	75	3 ½	40
I	Dwellings 43,560 ⁷	150	50	20	30	25	2 ½	35
	Other permitted uses 5,000	50	50	10	10	75	3	40
I2	Dwellings 43,560 ⁷	150	50	20	30	25	2 ½	35
	Other permitted uses 5,000	50	50	10	10	75	3	40
	Multifamily dwellings 10,500	50	25	10	30	50	2 ½	35

ARTICLE ____: Net Buildable Area

Amend Section 11.0, Definitions, to add the following new definition:

NET BUILDABLE AREA: the area of a lot minus the front, rear, and side yards required in the zoning district.

Amend Section 4.1.2, Schedule of Dimensional Requirements, by adding a new footnote, #15, to the column entitled “Maximum lot coverage by buildings.”

Amend Section 4.1.3, Notes to Schedule of Dimensional Requirements, by adding the footnote text as follows:

15. Maximum Lot Coverage shall not apply to parcels where the application would reduce the Net Buildable Area to less than 2,000 square feet in the R3 District or less than 3,000 square feet in the R1A and R1B Districts. In these cases, Net Buildable Area only shall apply.

ARTICLE ____: Special Permit Grant Authority for Residential Uses

Amend Section 3.1.4, Table of Use Regulations, subsection A, Residential uses, by changing all instances of “SB” to “PB,” thereby making the Planning Board the special permit granting authority in these cases.

ARTICLE ____: Two-Family Housing

Amend Section 8.1, Two-Family Residential Use of Single Lot, in order to revise the parking requirement in subsection 8.1.3.4 from 2 spaces per unit to 1.5 spaces per unit, and to delete item subsection 8.1.3.6.

~~4. Two~~ One and one-half (1.5) off-street parking spaces shall be provided for each dwelling unit, located in such a manner that permeable surfaces, including lawns and/or garden areas but exclusive of all structures, driveways, walkways and parking spaces, shall be no less than 15% of the total area of the property. Deviation from this requirement may be permitted in accordance with Section 6.1.9.

~~6. New construction of any two-family residential structure or structures shall conform to all dimensional requirements of Section 4.0. A second dwelling unit in a new separate structure shall only be allowed when the lot is at least twice the minimum lot area specified in Section 4.0. The Planning Board may, by special permit pursuant to Section 10.4, authorize a deviation from this requirement.~~

ARTICLE ____: Multi-Family Housing

Amend Section 8.3.1 as follows:

8.3.1 General. ~~The Board of Selectmen may grant a special permit in accordance with Section 10.4 for multifamily dwellings, including condominiums, in the zoning districts specified for such uses in the Table of Use Regulations. Before granting such a special permit, the Board of Selectmen shall also conduct a site inspection of the property. Multifamily uses may be permitted by-right, or by special permit in accordance with Section 10.4, as set forth in the Table of Use~~

Regulations. All multi-family uses shall require Site Plan Approval in accordance with Section 10.5.

Amend Section 8.3.3, as follows and renumber subsections accordingly::

1. In a multifamily development, more than one principal building may be permitted on a lot, ~~provided that such lot meets the minimum lot width requirements for the respective zoning district as set forth in Section 4.0, and further provided that there shall be at least 3,500~~ 2,500 square feet of lot area for each dwelling unit ~~in a development of three units or four units, regardless of the number of principal buildings on the lot, and 5,000 square feet of lot area for each dwelling unit in a development of five or more units. The Planning Board may, by Special Permit, allow the lot area per unit to be less than 2,500 square feet per unit.~~
2. Permeable open space on the lot, including lawn and/or garden area but exclusive of structures, driveways, walkways and parking spaces, shall be no less than ~~50%~~ 15% of the total area of the property.
3. ~~No portion of any enclosing wall of any building and no portion of any other permissible structure shall be nearer than 25 feet to any street line, 10 feet to any side lot line and 30 feet to the rear lot line.~~
4. ~~Two~~ One and one-half (1.5) off-street parking spaces shall be provided for each dwelling unit. No space shall be considered available for parking if such space reduces the effective width of a driveway providing access to more than one dwelling unit to less than ~~46~~ 12 feet. In the event that the required parking spaces cannot be provided on the property, ~~the applicant shall, before the special permit is issued, present proof of a duly recorded permanent easement or deed providing such off street parking space on other property, and the special permit shall be conditioned upon such permanent easement or deed~~ deviation from this requirement may be permitted in accordance with Section 6.1.9.
5. ~~Within the development, vehicular and pedestrian circulation shall provide for safe and convenient use to the satisfaction of the Planning Board.~~
6. ~~Front yards and all open areas shall be suitably landscaped and maintained with grass, trees, flowers, shrubs and/or walks. Such landscaping shall be specified in detail on the site plan and shall be made a condition of the special permit.~~
7. ~~The proposed development shall be located with respect to major thoroughfares and uses outside the development as not to create traffic hazards or congestion. Before issuance of a special permit by the Board of Selectmen, the Chief of Police and the Highway Superintendent shall give their written approval of said location.~~
8. ~~Fire escapes and outside stairways leading to a second or higher story shall, where practicable, be located on the rear of each building, shall not be located on any building wall facing a street.~~
9. ~~Drainage controls as deemed necessary shall be specifically described as an added condition of the special permit.~~

Delete subsection 8.3.4, and renumber subsequent subsections accordingly.

8.3.4 Procedures. ~~When filing an application with the Board of Selectmen, the applicant shall submit at least six copies of a site plan showing, in addition to all characteristics specified in Section 10.5, the general plan and elevations of the buildings, as well as provisions for proposed parking spaces, interior roadways, walkways, drainage and recreational facilities.~~

- ~~1. Such site plan, subject to such amendment thereof as may be required by the Planning Board under the provisions of this Bylaw shall be made a part of the building permit.~~
- ~~2. The Board of Selectmen shall notify the Inspector of Buildings of its approval of a special permit.~~

Amend subsection 8.3.6 as follows:

8.3.6 Exemptions in Downtown B District, B2X, HVC, MXD District, and General Business B2 District. The requirements of Section 8.3.3 shall not apply to any multifamily dwelling in a single existing building within the Downtown Business B District, B2X, or MXD District. Requirements 1. and 2. of section 8.3.3 shall not apply to any multifamily dwelling within the General Business B2 District. Requirements 1-4 of section 8.3.3 shall not apply to any multifamily development in the MXD District.

ARTICLE ____: Accessory Structures and Accessory Dwelling Units

Amend Section 3.2.2, items 3 and 4, as follows:

- ~~3. An accessory building not exceeding 15 feet in height may be located within the required rear or side yard of the principal building, but shall not be located in the front yard or nearer to any street line than the minimum setback in the zoning district in which it is located. No accessory building shall be within 10 feet of any side or rear lot line. An accessory building exceeding 15 feet in height shall conform to all minimum setback requirements for the zoning district.~~
- ~~4. An accessory building in a Residence District shall not exceed 25 feet in height above the ground level, and it shall not be located nearer than 10 feet to the principal building or occupy more than 10% of the total lot area. For definition of "height of a building," see Section 11.0.~~

Amend portions of Section 8.2.3 as follows and renumber subsections accordingly:

- ~~1. Only one~~ A maximum of two ADUs may be established per lot.
- ~~2. The ADU may not be in separate ownership from that of any other dwelling unit on the lot.~~
- ~~3. The~~ An ADU may not in any case be larger than ~~650~~ 900 gross square feet. If a dwelling unit greater than ~~650~~ 900 gross square feet is created within a single-family home, the residence will be considered a two-family dwelling and will be subject to the requirements of Section 8.1 of this Bylaw.
- ~~8. Where practicable, any new entrance necessitated by the ADU must be located on the rear or side of the building.~~

9. Fire escapes and outside stairways leading to a second or higher story ~~shall be located on the rear or side of the building, and, where practicable, shall not be located on any building wall facing a street and~~ shall comply with Section 4.2.3.

Amend Section 11, definition of Accessory Dwelling Unit, as follows:

ACCESSORY DWELLING UNIT: a subordinate dwelling unit on the same lot as a primary single family or two-family residential use, whether in an accessory building or within the same building as the primary dwelling, with provisions for independent cooking, living, sanitation and sleeping.

ARTICLE ____: Tiny Houses as Accessory Dwelling Units

Amend Section 11, Definitions, to add the following new definition:

Movable Tiny House (MTH): A structure intended for the separate, independent living quarters of one household for year-round residence that meets all of the following: (a) Is licensed and registered with the Massachusetts Registry of Motor Vehicles; (b) Meets the American National Standards Institute (ANSI) 119.5 requirements, and certified by a qualified third party inspector for ANSI compliance; (c) Cannot move under its own power; (d) Has not less than 150 and no more than 400 square feet of habitable living space, excluding lofts; (e) Is designed and built using conventional residential building materials for windows, roofing and exterior siding.

And amend Section 11, definition of Accessory Dwelling Unit, as follows:

ACCESSORY DWELLING UNIT: a subordinate dwelling unit on the same lot as a primary single family or two-family residential use, whether in an accessory building or within the same building as the primary dwelling, with provisions for independent cooking, living, sanitation and sleeping. A Movable Tiny House (MTH) connected to electricity, water, and sewer or septic that has its chassis, wheels and hitch concealed shall be considered an accessory dwelling unit.

ARTICLE ____: Downtown Mixed-Use B3 District

Amend portions of Section 9.4 as follows:

9.4.5 Dimensional Requirements. Dimensional requirements in the Downtown Mixed-Use B3 District shall be as set forth in Section 4.0. The dimensional requirements reflect the proximity to downtown.

1. The maximum number of dwelling units permitted by right shall be based on a minimum area of ~~5,000~~ 2,500 square feet of land per dwelling unit, except that one two-family dwelling may be permitted on a lot of at least ~~5,000~~ 2,500 square feet. The minimum area of land required per dwelling unit may be reduced through incentives described in this section and granted by special permit.

9.4.7 Parking. Parking requirements for residential dwelling units shall be ~~two~~ one parking spaces space for each of the first five units and 1 1/2 spaces for each additional unit; parking requirements for related uses shall be calculated in accordance with Section 6.1. Parking requirements for business (nonresidential) uses shall be calculated in accordance with the

~~minimum requirements in Section 6.1.2 the Table of Required Minimum Parking. Parking areas shall be safely and conveniently accessible from the buildings they serve. No parking space shall reduce the effective width of a driveway providing access to more than one dwelling unit to less than 12 feet. In the event the parking spaces cannot be provided on the property, deviation from this requirement may be permitted in accordance with Section 6.1.9 if the applicant provides satisfactory guarantee, in the form of deed, permanent easement, or similar document, that parking is provided off-site. Parking requirements shall be met by any combination of the following:~~

- ~~1. Off-street parking on site;~~
- ~~2. Provision of new on-street parking with permission of the Town. Parallel parking spaces shall not be less than eight feet by 23 feet.~~

9.4.9 Special Permit. Uses indicated in the Table of Use Regulations, and any development or redevelopment in excess of 20,000 square feet of gross floor area, regardless of use, shall require a special permit. A special permit shall be required for any project seeking to use the density or open space incentives defined in this section. The ~~Board of Selectmen (SPGA)~~ Special Permit Granting Authority (SPGA) may grant a special permit in accordance with the provisions of Section 10.4.

ARTICLE ____: Mixed-Use Development

Amend portions of Section 8.4 as follows:

8.4 MIXED USE DEVELOPMENT

8.4.1 General. ~~For mixed uses in the B, B2, I, and I2 zones, all of the following requirements shall apply. For mixed uses in the B3 zone, see Section 9.4. For mixed uses in the HVC and HVOB zones, see Sections 9.9 and 9.10 respectively. For mixed uses in MXD zones, see Section 9.11. The requirements of this section shall apply to mixed use development. Where specific zoning districts have requirements that conflict with the requirements of this section, the requirements of the specific zone shall prevail.~~

8.4.2 Requirements.

- ~~2. A portion of the street level floor space shall be reserved for nonresidential use. Inside the Village Center Overlay District, this portion shall be a minimum of 75%. Inside the Village Center Overlay District, a minimum of 75% of street-level floor space shall be reserved for nonresidential use. Outside the Village Center Overlay District, a minimum of 25% of street-level floor space shall be reserved for nonresidential use. The Special Permit Granting Authority (SPGA) may, by special permit, reduce the nonresidential space requirement.~~

ARTICLE ____: Marijuana Establishments

Amend Section 7.18.4 to add item 5, as follows:

5. In R2 and R4 zones, cultivation may only be considered on parcels 5 acres or larger. A Marijuana Manufacturing establishment may be permitted by special permit as an accessory use to a cultivation facility in any zone.

ARTICLE ____: Design Advisory Committee

Amend portions of Section 9.5 to clarify when DAC review is required, the DAC membership, and a provision for constructive approval if DAC fails to act.

9.5.2 Applicability. Except as set forth in this section, Aall proposed changes to the exterior of structures within the district shall require a meeting with the Design Advisory Committee. Any substantial structural change shall require a special permit from the Selectboard. A substantial structure change is defined as one which involves: changing the height of a structure or increasing the size of a structure's footprint or square footage of any aboveground floor by more than 25% or 1,000 square feet, whichever is smaller. Signs proposed in accordance with the Sign Bylaw shall not be subject to review by the Design Advisory Committee. Changes to structures subject to review by the Historic District Commission shall not require review by the Design Advisory Committee.

9.5.5 Design Review. The purpose of design review is to preserve, enhance and raise awareness of the town's cultural, economic and historical resources by providing for a review of all changes in the appearance of structure and sites which may affect these resources. The review procedures are intended to: enhance the social and economic viability of the town by preserving property values and promoting the attractiveness of the town as a place to live, visit and shop; encourage the conservation of buildings and groups of buildings that have aesthetic or historic significance; prevent alterations that are incompatible with the existing environment or that are of inferior quality or appearance; encourage flexibility and variety in future development. Except as set forth in this section, Aall new structures, alterations or additions to existing structures which affect the exterior architectural appearance of a building shall be subject to review by the Design Advisory Committee, provided that the action occurs on land which is located in the Downtown Business B District.

9.5.6 Design Advisory Committee. A Design Advisory Committee is hereby established to review applications for all actions that are subject to the provisions of this section and to work cooperatively with owners of land, buildings and businesses. The Design Advisory Committee shall make recommendations to the appropriate decision making body and/or the applicant concerning compliance of the proposed action to the design review standards in this section. The Design Advisory Committee shall consist of ~~seven~~ five voting members, constituted as follows:

1. Building Inspector (ex officio, nonvoting member).
2. Planning Board member, selected by the Planning Board.
3. Historic District Commission member, selected by the Historic District Commission.
4. Architect, appointed by the ~~Board of Selectmen~~ Selectboard.
5. Design Professional, appointed by the ~~Board of Selectmen~~ Selectboard. *[amended 5/6/2013 ATM]*
6. ~~Three~~ One members from the general public, appointed by the ~~Board of Selectmen~~ Selectboard.

The terms of all appointed members shall be five years. The Historic District Commission member and the Planning Board member shall serve for one-year terms.

The selecting or appointing boards or commissions may select or appoint an Alternate Member who may serve and act in the place of the Member selected or appointed by that board or commission in the event of the absence of that Member. In the event of an absence, the Chair may elevate an Alternate Member(s) in order to form a quorum and to vote on matters pending before the Committee, provided that the composition of the Committee is not altered.

9.5.7 Design Advisory Committee; Procedures.

3. Process. The Building Inspector shall transmit copies of the application to the Design Advisory Committee. The Committee shall review the application, meet with the applicant and provide its recommendations, in writing, to the applicant and the Building Inspector within 30 days. If the Committee does not issue written recommendations within 30 days from the date the application was submitted, the Building Inspector shall assume approval of the application by the Design Advisory Committee. If the application for design review is associated with an application for a variance or a special permit, the Building Inspector shall immediately transmit the Design Advisory Board's recommendation to the Planning Board or the Zoning Board of Appeals, whichever is relevant.

ARTICLE ____: Stockbridge Road Corridor and B-2 zone regulations

Amend the column for the B2 zone in Section 3.1.4 Table of Use Regulations in order to:

Permit A(3) multifamily uses up to eight units by right
Permit A(5) live/work
Permit A(7) mixed-uses by right
Permit F(3) light manufacturing by SB special permit

Amend the rows for B2 in Section 4.1, Schedule of Dimensional Requirements as follows, and delete existing footnotes 4 and 5 to the dimensional table, and renumber the subsequent footnotes:

District	Minimum lot area (sq. ft.)	Width (ft.)	Minimum front yard (ft.)	Minimum side yard (ft.)	Minimum rear yard (ft.)	Maximum lot coverage by buildings (percent)	Stories	Height (ft.)
B2	Dwellings 43,560 ⁻⁷	150	50	20	30	25 ⁻⁴ 40 ⁻⁵	2½	35
	Other permitted uses 5,000	50	25	10	10	75	3 3½	40

Amend Section 6.1.3, location of parking spaces, as follows:

6.1.3 Location. Any parking area of more than five spaces providing off-street parking under the provisions of this Bylaw for any nonresidential use in a residence district shall not be located in the required front yard and shall be at least 10 feet from any side or rear lot line. If a nonresidential use in a residence district is located on a corner lot, no parking area of more than five spaces shall be located within the designated front yard nor closer to the street line than twice the required setback for residences within that district in side and rear yards. In the B2 zone, no

parking spaces provided for new or replacement structures shall be located between the structure and the front lot line.

Amend Section 6.2.1 as follows:

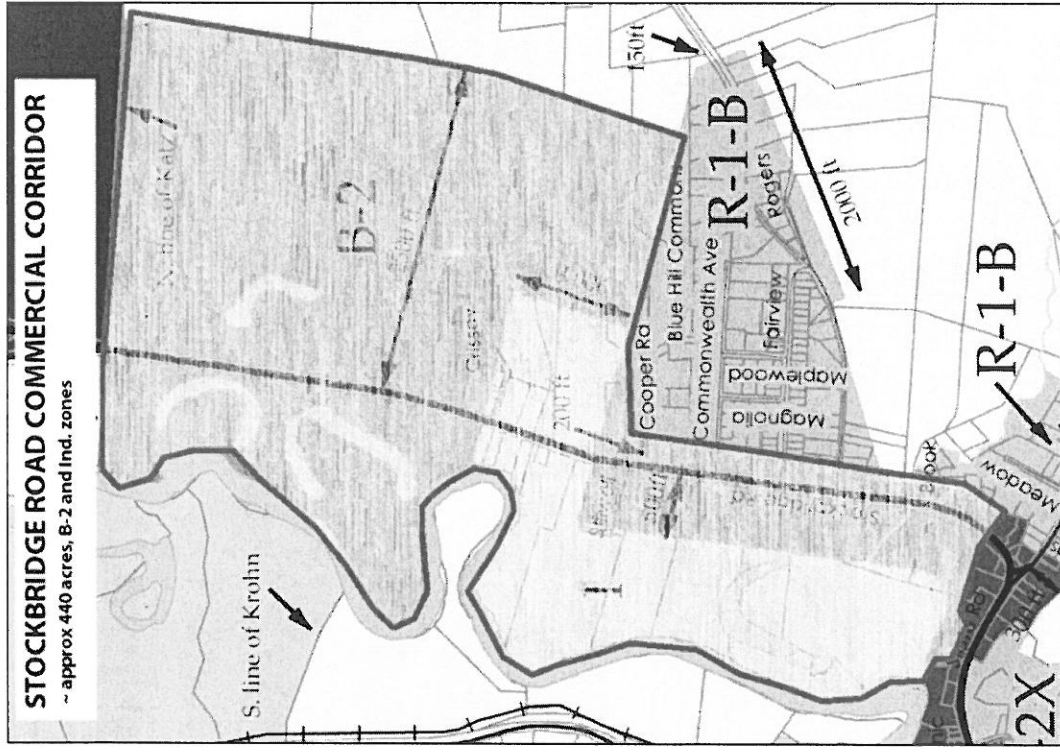
6.2.1 Applicability. These requirements shall apply to applications for site plan approval for land on both sides of Route 7 north (Stockbridge Road) from Belcher Square to the Stockbridge Town line and on Route 7 south (South Main Street) from Taconic Avenue to the Sheffield Town line. These requirements shall be in addition to those of Section 6.3.

Amend Section 6.2.7, required trees, as follows:

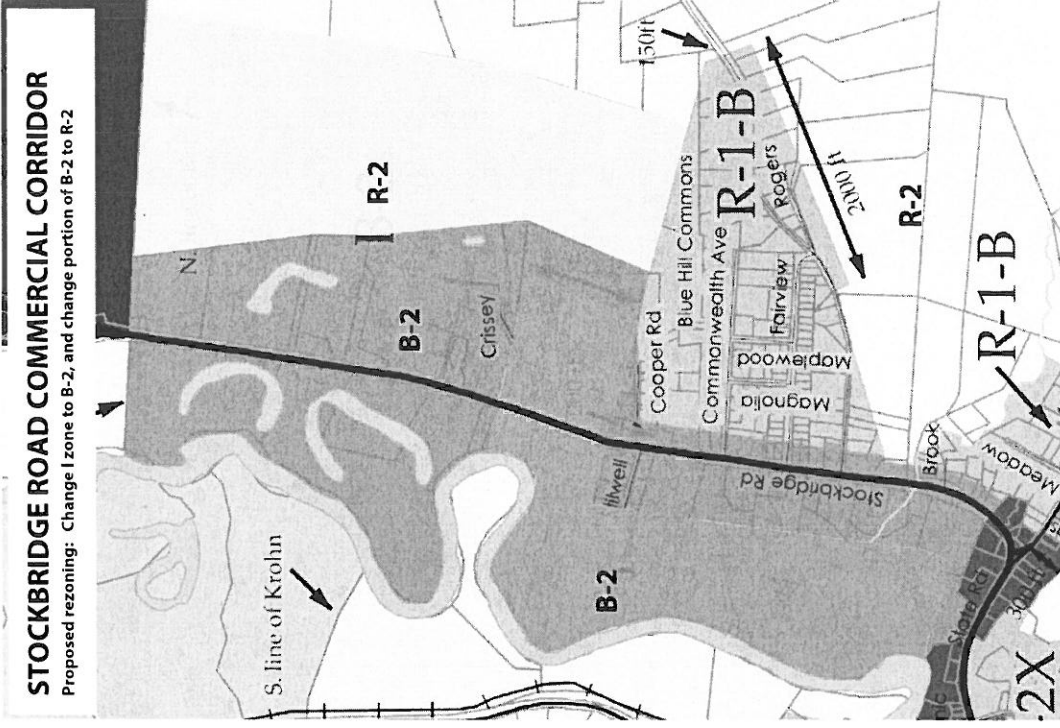
6.2.7 Required Trees. At least one deciduous tree shall be planted within the lot's front setback for every 50 feet of frontage on a lot on which a new building is erected or when any activity or use requires Site Plan Review as set forth in Section 10.5.1. The tree or trees shall be planted between the roadway and the building line that is closest to the roadway, provided that this does not interfere with utilities.

Amend the zoning map from existing to proposed, as shown in the following figures:

EXISTING



PROPOSED



6 B

1

GRANT OF EASEMENT

The Town of Great Barrington, a municipality organized under the laws of the Commonwealth of Massachusetts, acting by and through its Selectboard, pursuant to the vote taken under Article 16 of the warrant for the May 1, 2017 Annual Town Meeting, a certified copy of which is attached hereto, is successors and assigns ("Grantor"),

For No Consideration

Grants to the Community Development Corporation of South Berkshire, a Massachusetts not-for-profit corporation with an address of PO Box 733, Great Barrington, MA 01230 ("Grantee") an easement upon that parcel of land entitled "PROPOSED STREAM EASEMENT E-1 TOWN OF GREAT BARRINGTON STREAM BASELINE STATION 0+75 ± 6+15 ± Stream Course Roughly Follows Existing Flowage Path of High Flow Stream Conditions" on a plan entitled "PLAN OF PROPOSED STREAM EASEMENTS Across Land of the INHABITANTS OF GREAT BARRINGTON 100 Bentley St. GREAT BARRINGTON, MASS. Prepared for COMMUNITY DEVELOPMENT CORPORATION OF SOUTH BERKSHIRE, INC." By Foresight Land Services Inc. and recorded in Berkshire South District Registry of Deeds ("said Deeds") in _____

In order to "daylight" and restore an unnamed surface tributary of the Housatonic River and to construct, install, repair, operate, use and maintain that tributary in accordance with the plans entitled "Overall Site Plan Wetland Mitigation Off-Site Open Channel" and "Existing Conditions – North Wetland Mitigation Off-Site Open Channel" by Foresight Land Services, Inc. and recorded in said Deeds in _____

On that parcel of land labeled "N/F INHABITANTS OF THE TOWN OF GREAT BARRINGTON ASSESSORS MAP 20 LOT 94A PROPERTY ACQUIRED BY ORDER OF TAKING BOOK 360 PAGE 2015 PARCEL 1 DATED 22 JANUARY 1968" on said plans.

Grantor agrees that Grantee, its successors and assigns, may enter upon the premises of Grantor for the purpose of installation, maintenance, repair and replacement of all elements shown on said plans upon notice to Grantor and in accordance with the requirements of all applicable local, state, and federal laws and regulations.

Grantee, by its acceptance of this easement, agrees to indemnify and hold harmless Grantor and its officers and employees, including costs and attorneys' fees, from and against any and all liability for injury or damage to persons or property resulting from the use and exercise of the rights under this easement.

For title, see Order Taking dated January 22, 1968 and recorded in said Deeds in Book 260 Page 205.

Witness our hands and seals this _____ day of _____, 2019

Grantor: TOWN OF GREAT BARRINGTON

By its SELECTBOARD

DATE:

Kate F. Burke

Stephen C. Bannon

Daniel B. Bailly

Edward Abrahams

William Cooke

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on this document, and acknowledged to me that he signed it voluntarily for its stated purpose as a member of the Selectboard of the Town of Great Barrington.

Notary Public

Printed Name:

My commission expires:

68 (cont.)

3

ASSENT AGREEMENT

Agreement made in triplicate this _____ day of _____, 2014, by and between **MASSACHUSETTS ELECTRIC COMPANY**, a Massachusetts corporation, having an address of 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as "Grantor"), and **COMMUNITY DEVELOPMENT CORPORATION OF SOUTH BERKSHIRE**, a Massachusetts corporation, having an address of PO Box 733, Great Barrington, Massachusetts, 01230 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain perpetual rights and easements in, over, across, under, through, and upon certain lands in Great Barrington, Massachusetts, being more particularly described in those certain easement deeds from (i) Barrington School, Inc, dated July 7, 1932, and recorded with the Berkshire South Registry of Deeds ("Registry") in Book 254, Page 48 and from (ii) Great Barrington Manufacturing Company, dated June 10, 1932, and recorded with the Registry in Book 254, Page 37 and from The Home Insurance Company, dated April 6, 1972, and recorded in Book 381, Page 389 (hereinafter together referred to as the "Easement"); and

WHEREAS, Grantee as part of their mitigation obligations from the Department of the Army US Army Corps of Engineers File Number NAE-2-12-1684, Dated April 23, 2014 Grantee has proposed to daylight and restore a segment of an adjacent unnamed tributary of the Housatonic River to compensate for unavoidable impacts on waters of the United States of America, including wetlands. Whereby this work will be within the above described easement located on land owned by the Town of Great Barrington and Educational Consultants, Inc, being more particularly described in those deeds from _____, dated _____, and recorded with the Registry in Book _____, Page _____ and in those deeds from _____, dated _____, and recorded with the Registry in Book _____, Page _____ (hereinafter the "Site"), which Site is subject, in part, to the Easement; and

WHEREAS, Grantee proposes to construct, install, repair, operate, use, and maintain certain improvements and conduct certain activities (hereinafter together referred to as the "Improvements") within the Easement, all as shown on a plan set entitled: (hereinafter referred to as the "Site Plan"), a copy of said Site Plan is in the possession of the parties and a reduced copy of the Site Plan is attached hereto as Exhibit A, incorporated herein by reference and made a part hereof; and

After recording return to:
Brian Mulcahy, Esq.
National Grid
40 Sylvan Road

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WHEREAS, Grantee has requested that Grantor assent to the construction, installation, repair, operation, use and maintenance of the Improvements within the Easement; and

WHEREAS, the Grantor and Grantee have reached an agreement as to the terms and conditions under which Grantor is willing to grant said assent and desire to hereby record their agreement as to such.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the granting by Grantee to Grantor of an access easement and the installation of the Access Road (as hereinafter defined), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the parties hereto hereby covenant and agree as follows:

1. Preamble

A. The preamble to this Assent Agreement and each recitation therein are hereby made a part of this Assent Agreement.

2. Grantor Assent

A. Grantor assents to Grantee's construction, installation, repair, operation, use and maintenance of the Improvements within the Easement subject to the conditions, covenants and agreements contained herein which are hereby acknowledged and agreed to by Grantee.

3. Improvements

- A. Grantee covenants and agrees with Grantor that the Improvements shall be constructed and maintained in strict compliance with the Site Plan, this Assent Agreement, and in strict compliance with all applicable federal state and municipal laws, regulations, codes and ordinances.
- B. Grantee agrees to provide Grantor with a final "as built" plan prepared by a registered professional engineer indicating the exact location of the Improvements and all final grades within the Easement and certifying that the Improvements have been located in strict compliance with the Site Plan, within thirty (30) days of substantial completion of the improvements.
- C. Grantor's assent to the construction, installation, repair, operation, use and maintenance of the Improvements within the Easement applies to only those Improvements shown on the Site Plan. Any improvements not shown on the Site Plan are not authorized by Grantor to be located within the Easement by this Assent Agreement by implication or otherwise.
- D. Grantee shall immediately remove any existing improvement not assented to at Grantee's sole cost and expense.
- E. Grantee agrees that all utilities, except as otherwise shown on the Site Plan, shall be: (i) located within the driveway or roadway layout; and (ii) installed within underground conduits.

4. Applicable Laws

A. Grantee covenants and agrees with Grantor that Grantee and its agents, employees, licensees, contractors and invitees shall comply with all applicable provisions of federal, state, and municipal laws, regulations, codes, rules, statutes and ordinances, and

any successor laws, regulations, codes, rules, statutes and ordinances thereto, which regulate activities within the Easement ("Applicable Laws"). If any provision of this Assent Agreement is less restrictive than the Applicable Laws, then Grantee shall comply with the more restrictive Applicable Laws.

5. Compliance and Safety

A. Grantee covenants and agrees with Grantor that Grantee and its agents, employees, licensees, contractors and invitees shall take all necessary precautions for the safety of Grantee and its respective agents, employees, licensees, contractors and invitees, within or with respect to the Easement and shall at all times comply with all applicable provisions of federal, state, and municipal laws, regulations, codes, rules, statutes and ordinances, and any successor laws, regulations, codes, rules, statutes and ordinances thereto which regulate activities within the Easement and, specifically, without limitation, to prevent accidents or injury to persons and property on, about or adjacent to the Easement, and without limiting the generality of the foregoing, but specifically including:

- (i). National Electrical Safety Code, Installation and Maintenance of Electric Transmission Lines (220 CMR 125.00);
- (ii). MGL Chapter 166, Section 21A, "Coming into close proximity to high voltage lines" except that the required clearance of six (6) feet is insufficient. Instead, the minimum clearance allowed by OSHA shall be maintained.
- (iii). OSHA regulations governing working clearances from energized lines. OSHA Standard 29 CFR 1926 Subpart CC, and 29 CFR 1926.1501, which may be specific to equipment that can hoist, lower, and horizontally move a suspended load; including, but not limited, to cranes, backhoes, excavators, forklifts, pile drivers and drill-rigs, but shall apply as the minimum clearance from energized lines for all vehicles and equipment used by Grantee within the Easement, unless a more restrictive standard applies, in which instance Grantee shall comply with the more restrictive standard for working clearances from energized lines.

B. Grantee covenants and agrees with Grantor that all vehicles and equipment, including, without limitation, all fencing and all sections of steel guardrail, will at all times be adequately grounded at Grantee's sole cost and expense in accordance with all applicable provisions of federal, state, and municipal laws, codes, regulations, rules, statutes and ordinances thereto, but not limited to those listed in Section 5, Paragraph "A" and including, without limitation, IEEE Standard 80.

6. Protection of Transmission Line Facilities

A. Grantee shall, at all times, protect Grantor's facilities and structures from damage. In addition to compliance with Applicable laws and safety codes as described in Section 5, Grantee shall comply with the following:

- (i). Grantee covenants and agrees with Grantor that Grantee shall not conduct any work or operate any equipment or vehicles within fifty feet (50') horizontally of any of Grantor's structures or facilities within the Easement, and at least fifty feet (50') horizontally away from any transmission line pole, tower, guy wire, or guy anchor, except as otherwise shown on the Site Plan;

- (ii). When making a rough cut during excavation, Grantee shall disturb no earth within an area bounded by a line drawn twenty-five feet (25') feet plus 2.5 times the depth of the cut from the nearest transmission line pole, tower leg, guy wire, or guy anchor, but not less than fifty feet (50'), except as otherwise shown on the Site Plan. Upon completion of the rough cut, the slopes of the bank shall be graded on a slope no steeper than a ratio of one vertical to five horizontal and stabilized with vegetation or rip-rap. The top of the slope shall be at least fifty feet (50') feet from the nearest pole, tower leg, guy wire, or guy anchor, except as otherwise shown on the Site Plan;
- (iii). Grantee shall not store or use explosives within the Easement;
- (iv). Grantee shall not store, stockpile or dispose of snow, construction materials or debris, excavated soils, vehicles or other trash of any kind. No oil, hazardous wastes or other substances shall be stored or disposed of on the Easement;
- (v). Grantee shall not unload or load vehicles or equipment on the Easement;
- (vi). Grantee shall not place above or below ground structures on the Easement, including, but not limited to, streetlights, signs, dumpsters, sheds, fences, septic systems, and swimming pools, except as otherwise shown on the Site Plan;
- (vii). Grantee shall not use the Easement as a staging or marshalling yard for contractors, employees, equipment or materials; and
- (viii). Grantee shall not use the Easement to park or store vehicles of any kind, including but not limited to, automobiles, trucks, construction vehicles and equipment, all-terrain vehicles (ATV's), four-wheel vehicles, trailers, storage containers, or boats, except as otherwise shown on the Site Plan.
- (ix). Grantee shall locate all ground wires buried in areas to be excavated and shall protect them against damage.

7. Access to Easement and Right-of-Way

- A. Grantee covenants and agrees that Grantee shall ensure that Grantor shall have, at all times, access to the Easement, its facilities and structures located on the Easement and Grantee, its agents, employees, licensees, contractors and invitees shall not interfere with, block or impede Grantor's access to or along the Easement or its facilities and structures.
- B. Grantee covenants and agrees not to damage roads or trails used by Grantor to gain access to or along the Easement. Grantee covenants and agrees with Grantor, notwithstanding anything to the contrary shown on the Site Plan, that Grantee shall, at its sole cost and expense, construct, install, maintain and repair the roads or trails within the Easement as shown on the Site Plan. Grantee shall further construct the Access Road to Grantor's satisfaction in conjunction with and installation of the other Improvements.
- C. If Grantor's access to or along the Easement is blocked or obstructed in any manner, including, without limitation, by trucks, truck trailers, automobiles, equipment or construction materials parked or stored ("Obstruction") Grantee covenants and agrees to immediately remove the Obstruction at Grantee's sole cost and expense. If Grantee fails to remove any Obstruction, Grantor may remove the same without any notice to Grantee and without any liability to Grantor. Grantee shall reimburse Grantor for any and all indirect and direct costs associated therewith upon demand.

8. Preservation of Rights and Future Use

- A. Grantee covenants and agrees with Grantor that the construction, installation, repair, operation, use and maintenance of the Improvements pursuant to this Assent Agreement shall be subject to the Easement and shall not be deemed or construed as an abandonment or release of any of the Grantor's rights and easements. Grantor specifically reserves said rights and easements, including, by way of example and without limitation, the rights to clear and keep cleared the Easement of all vegetation, obstructions and structures, to pass and repass with vehicles and equipment, to reconstruct, maintain, operate, repair, renew, replace, add to and otherwise change any lines, structures, guys, anchors or other facilities to meet the needs of its business, as deemed appropriate by Grantor in its sole discretion, to place future structures and facilities or relocate existing structures and facilities anywhere within the Easement, and to enter upon the Site for all the above purposes.
- B. Grantee covenants and agrees that Grantee and its employees, agents, licensees and contractors will not hinder or interfere with any of the rights and easements reserved by Grantor herein.
- C. Grantor reserves the right to determine any area(s) where improvements will not be permitted due to its need for these area(s) for its future facilities. This includes the bisector of angles in the right-of-way and generally includes areas adjacent to existing structures.
- D. The rights and interests conferred upon Grantee by this Assent Agreement are subject to any existing rights, restrictions, easements, agreements, encumbrances or covenants affecting the Easement.
- E. Grantee agrees that this new waterway is not considered "navigable" and thereby eliminating the need for a Chapter 91 License. Grantee will provide Grantor a written statement by the regulatory agencies confirming that Chapter 91 license will not be necessary in the future. Confirmation in writing, shall be delivered to Grantor at the execution of this Assent.
- F. Grantee shall be liable for any and all additional permitting fee's imposed onto Grantor's maintenance and access to it's infrastructure that result from "day-lighting" said tributary.

9. Protection of Interests

- A. Grantee acknowledges and understands that electrostatic currents ("Currents") may occur in proximity to electric transmission lines under certain circumstances. Although people may experience annoying shocks due to these Currents when touching conductive objects, the Grantor is not able to eliminate the Currents. The steady-state current due to these electrostatic effects is within the limits established by the National Electrical Safety Code.
- B. Grantee covenants and agrees to provide warning tape in the trench for all underground pipe or conduit, and tracer cable for all non-metallic pipes or conduits, when located within the Easement.

10. Additional Conditions

- A. Grantee shall mark all pipelines, cables, or other underground facilities installed by Grantee by installing suitable three-sided, non-metallic markers, extending a minimum of three (3') feet above ground, at the point of entrance, at each change of direction (point of intersection), and at the point of exit to the right-of-way.

- B. Grantee shall notify Grantor of any survey monument, marker or stake that has become dislodged, lost or misplaced during installation of Grantee's facilities. Grantor will resurvey the Easement and replace any such survey monument. Resurvey expense shall be reimbursed by Grantee to Grantor.
 - C. In the event Grantor determines that injury or damage to, or interference with, its facilities or structures may occur as a result of loss of metal from Grantee's or a third party's facilities due to corrosion or electrolysis caused or hastened by the installation of Grantee's facilities or by Grantee's activities, Grantor may require the following protective measures to be taken by Grantee:
 - (i). Grantee shall cover said facilities and shall install and maintain cathodic protection devices, all subject to prior approval of Grantor;
 - (ii). Grantee shall keep accurate records of each such cathodic protection device, furnish Grantor with a copy of such records; and
 - (iii). Grantee shall from time to time take such other and further protective measures as Grantor may require.
 - D. Grantee shall install, maintain and provide adequate drainage facilities so that there will not be a collecting or pooling of surface or run-off waters upon the Easement or Property resulting from the installation, construction, maintenance and operation of Grantee's Improvements and use.
 - E. Grantee covenants and agrees to construct the Improvements within the Easement and the Access Road to meet AASHTO Standard Specifications for Bridges and Highways H20 Class Design Criteria for Vehicular Loading ("H20 Loading"). For any underground Improvements, especially the stream ford, Grantee shall also provide not less than thirty (30") inches of cover which shall be compacted to meet H20 Loading.
 - F. Grantee is hereby notified that other underground physical occupations of the subject Easement may exist that do not appear upon the attached Site Plan and/or maps and property records maintained by Grantor. Accordingly, Grantee is cautioned to excavate carefully and comply with all Applicable Laws with respect thereto.
 - G. Grantee agrees to include Grantor on the Yearly Monitoring Report submitted to the Army Corps. of Engineers. Grantor reserves the right to comment on this construction and subsequent monitoring of the channel.
11. Grade
- A. Grantee covenants and agrees with Grantor that Grantee shall not make any changes in the existing grade of the Easement, except as shown on the Site Plan.
12. Vegetation
- A. Grantee covenants and agrees with Grantor that the mature height of any vegetation shall not exceed eight feet (8'), if vegetation is shown on the Site Plan.
13. Approvals
- A. Grantee covenants and agrees with Grantor that it is Grantee's sole responsibility to obtain all permits, easements, licenses, agreements and any other property interests needed by Grantee to construct, install, maintain, repair, operate and use the Improvements within the Easement.

14. Indemnification

- A. Grantee covenants and agrees with Grantor to pay, protect, defend, indemnify and save harmless Grantor, its parent corporation, affiliates, officers, agents, employees and their successors and assigns, from and against any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Grantor), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from the rights reserved by Grantor herein or the exercise of this Assent Agreement and (i) any work, act or omission to act done in, on or about the Easement or any part thereof, by or on behalf of or any person claiming under Grantee, or the employees, agents, tenants, contractors, licensees, invitees or visitors of Grantee, or any such person; (ii) injury to, or the death of, persons or damage to property on the Easement, or upon adjoining property or in any way growing out of or connected with the use, non-use, condition, possession, operation, maintenance, repair, or management of the Improvements within the Easement; (iii) any breach of the covenants, warranties and representations made herein; or (iv) any violation of any agreement or condition of this Assent Agreement or of any Applicable Laws, or other requirements affecting the Easement, or the facilities, or the ownership, occupancy or use thereof. The provisions of this paragraph shall survive the termination or release of this Assent Agreement.

15. Insurance

- A. Grantee shall provide to Grantor, prior to exercise of rights hereby granted, and keep in force during the term of this Agreement, unless waived in writing by Grantor, a general Public Liability insurance policy which shall include contractual coverage. Such policy(ies) shall be written and contain language and policy limits to be approved by Grantor.
- B. The type of policy, nature of special endorsements, if any, and amount of coverage shall be as set forth in Exhibit "B", Insurance Requirements for Real Estate Agreements.

16. Expenses

- A. Grantee covenants and agrees to pay to Grantor on demand any and all costs incurred by Grantor which, in the sole discretion of Grantor, are necessitated by or related to Grantee's exercise of this Assent Agreement, including but not limited to any and all costs for repairs of, or modifications to, any structures, guys, anchors, grounds, counterpoises (buried ground wires), culverts, access roads or any other facility, structure or equipment located in the Easement.

17. Notice Delivery

- A. All notices required or permitted under this Assent Agreement shall be in writing and either delivered in hand or mailed (a) by registered or certified mail (return receipt requested) with the United States Postal Service, or (b) by Federal Express or other overnight mail carrier furnishing evidence of receipt, to Grantor at National Grid, Attention: Manager, Real Estate Energy Delivery Support, 280 Melrose Street, Providence, Rhode Island 02907, with a copy to General Property Counsel, 40 Sylvan Road, Waltham, Massachusetts 02451-1120, and to Grantee at the address as set forth on the first Page of this Assent Agreement.
- B. Any party may change the address at which it is to receive notices by giving notice as provided in Section 17A. Any notice or other communication in connection with this Assent Agreement shall be deemed duly served when received (or upon attempted

delivery if delivery is not accepted).

18. Construction Notice

- A. Grantee covenants and agrees to notify Grantor's Director of Transmission & Distribution Construction, Frederick Raymond, 40 Sylvan Road, Waltham, Massachusetts 02451-1120, phone number (781) 907-3340, or his successor as designated by Grantor, in writing at least twenty-four (24) hours in advance of any construction, installation, repair or maintenance work commenced within the Easement.

19. Damage Notice

- A. Grantee understands that there may be buried ground wires and/or counterpoises within the Easement and Grantee covenants and agrees that Grantee shall immediately notify National Grid, Director of Transmission Line Engineering, Mark Browne, 40 Sylvan Road, Waltham, Massachusetts 02451-1120, (781) 907-2489, and cease any and all activities within the Easement when a buried wire or counterpoise is damaged. The provisions of this paragraph shall survive the termination or release of this Assent Agreement.

20. Taxes

- A. It is understood and agreed by Grantor and Grantee that the Improvements and all appurtenances thereto shall remain the property of Grantee and its successors, and that Grantee shall pay any and all taxes thereon.

21. Release

- A. Grantee covenants and agrees with Grantor that neither Grantor, nor its parent corporation or affiliates, nor any agent or employee of any of them, shall be liable to Grantee or its successors or agents for, any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Grantee), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from any damage to the Improvements and/or the Site resulting from or in anyway connected with: (i) the rights herein reserved or granted including damage caused by voltage, fault current or ground current; (ii) the construction, installation, maintenance, repair, operation and use of Grantor's existing structures and facilities; (iii) the construction, installation, repair, operation, use and maintenance of additional structures or facilities by Grantor; or (iv) the removal of an Obstruction. Grantee further releases all of said parties from and against any and all such claims or demands. The foregoing release shall not include injury or damage directly caused by the sole gross negligence or willful misconduct of Grantor. The provisions of this paragraph shall survive the termination or release of this Assent Agreement.

22. Authorized Action

- A. Grantee represents to Grantor that the execution, acknowledgment and delivery of this Assent Agreement and the performance of its obligations hereunder have been duly authorized by Grantee and that the person signing has the authority to sign and deliver this Assent Agreement on its behalf and to thereby bind Grantee to the same.
- B. The terms and provisions of this Assent Agreement shall be appurtenant to the Site, shall run with the land and shall be binding upon and inure to the respective heirs and successors in title, and any party by accepting an interest in the Site shall be deemed to

- 11
- have agreed to be bound by, assumed and received the benefit and burden of all of the terms and conditions of this Assent Agreement.
- C. See the Grantee's Clerk's Certificate recorded herewith as Exhibit C.

23. Termination

- A. Notwithstanding any other provision of this agreement, in the event that Grantor notifies Grantee that Grantee is in default under the terms and conditions of this Assent Agreement, Grantee shall immediately cure said default as quickly as is commercially reasonable (hereinafter "Cure Period"), however said Cure Period shall not exceed Thirty (30) days from the date Grantee receives the notice of default. In the event Grantee does not cure the default within the Cure Period Grantor may immediately terminate this Assent Agreement.
- B. Upon termination of this Assent Agreement Grantee shall, at its sole expense, immediately:
- (i). Remove the Improvements and restore the property to its original condition prior to the construction of the Improvements, and;
- (ii). Cease the use.
- C. Upon termination, if Grantee does not remove the Improvements within said Cure Period the Grantor shall have the right to remove the Improvements at Grantee's sole expense, including attorney's fees and legal expenses of Grantor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Assent Agreement under seal as of the day and year first above written.

Massachusetts Electric Company

Community Development Corporation of South
Berkshire

By: Michael E. Guerin
Its: Authorized Representative

By: _____
Its: _____

THE COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____ 2014, before me, the undersigned notary public, personally appeared Michael E. Guerin, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that she signed it voluntarily for its stated purpose as the Authorized Signatory for New England Power Company.

(official seal)

Before me,

Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____ 2014, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

(official seal)

Before me,

Name: _____

Notary Public
My commission expires:

Consent

The undersigned hereby certifies that it is the owner of the land described in a Taking recorded at the Berkshire County Registry of Deeds in Book 360 Page 205 in which the day-lighting of the tributary is being proposed and The Town of Great Barrington Consents to the above activities and is aware that this Assent Agreement will be recorded against said property.

Assented to this day _____ of _____, 2014

Town of Great Barrington

BY:

Blank

1. CERTIFY THAT THIS PLAN SHOWS THE PROPERTY LINES THAT ARE THE LINES OF EXISTING OWNERSHIPS, AND THE LINES OF EXISTING STREAMS, AND ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES ARE SHOWN FOR NEW WAYS ARE SHOWN.

THIS CERTIFICATION IS INTENDED TO MEET REQUIREMENTS OF DEEDS AND IS NOT A GUARANTEE OF THE ACCURACY OR OWNERSHIP OF THE PROPERTY SHOWN. OWNERS OF ADJOINING PROPERTIES ARE SHOWN ACCORDING TO DEEDS AND/OR REFERENCES IN LOCUS DEED. AND/OR REFERENCES IN LOCUS DEED.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS.

Jeffrey A. Novick
DATE: 4/12/2018



GENERAL NOTES

1. The Plan of Land is intended solely to represent the approximate boundary line and proposed easement across the subject property.
2. Unless otherwise noted herein, this survey plan shall not be considered a survey of land for the purpose of recording in the Registry of Deeds or for the purpose of recording in the Registry of Deeds. Any surveyor's name shown, such as street or ponds, are not represented as indicating limits of material interest areas.
3. No other permits, approvals, taxes, site conditions or suitability are represented or implied hereby, either directly or by implication, of any kind, whatsoever.
4. All parties are subject to any and all laws, rules and regulations of record.
5. Easements does not imply compliance with Wetlands Protection Act or zoning.
6. Incorporated Deed is The Great Barrington, Massachusetts February 1982, recorded in the Southern Land Registry of Deeds, Book 359 Page 201, recorded in the Southern Land Registry of Deeds, Book 359 Page 201.
7. Field Survey was conducted on 4/12/2018. The plan is based on the field survey and the plan may not reflect all existing features or any changes since the date of field survey.

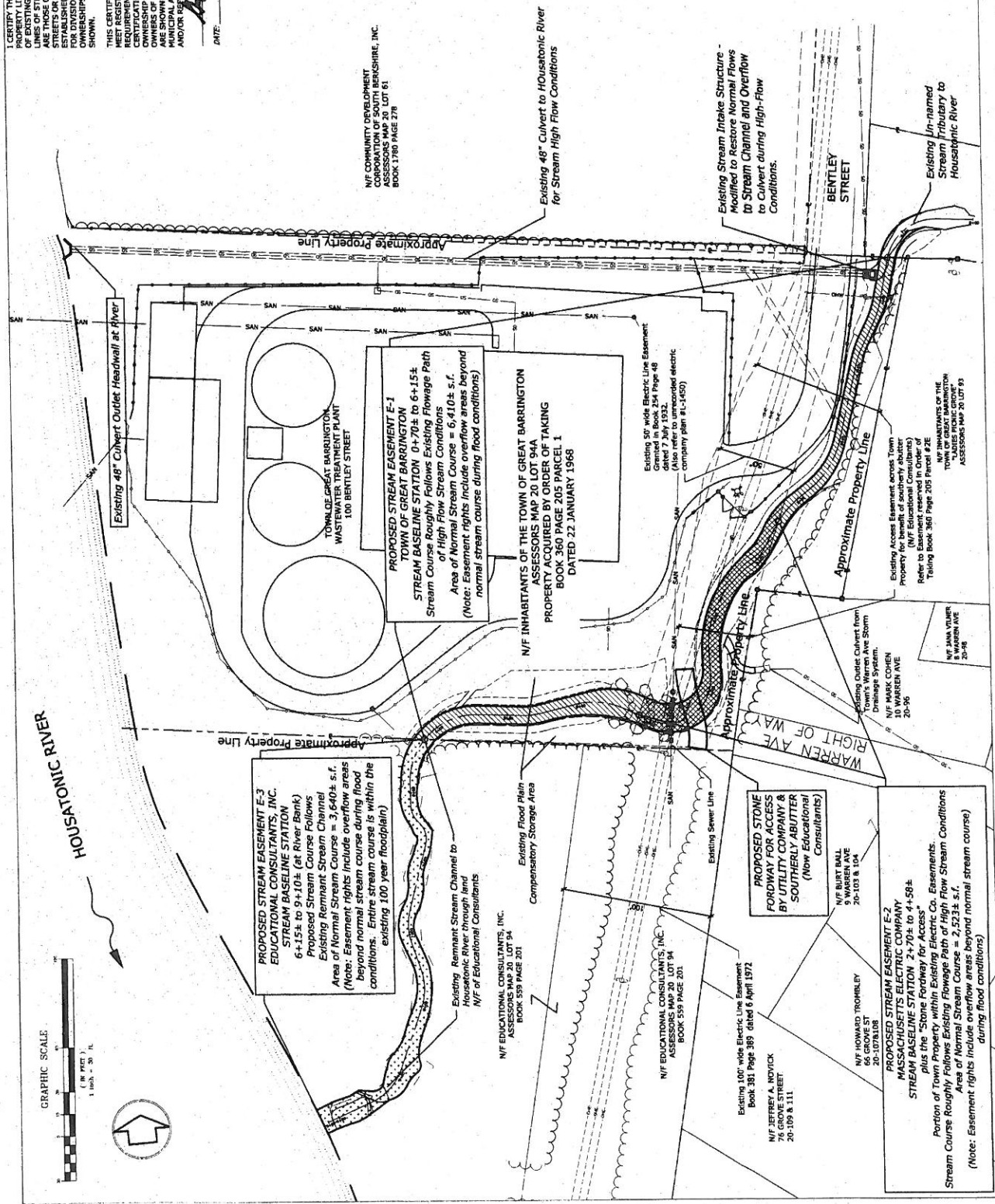
LEGEND

- IRON PIPE FOUND
- BOUND FOUND
- UTILITY POLE
- ADJUTANT
- HYDRAUNT
- SIGN
- EXISTING BUILDING
- EDGE OF ASPHALT
- EXISTING OVERHEAD ELECTRIC LINES
- EXISTING FENCE LINE
- APPROXIMATE PROPERTY LINE
- BASELINE STATION - STREAM
- PROPOSED STREAM COURSE (NORMAL FLOW)

PLAN OF PROPOSED STREAM EASEMENTS
FOR THE TOWN OF GREAT BARRINGTON
MASSACHUSETTS ELECTRIC COMPANY, INC.
EDUCATIONAL CONSULTANTS, INC.
GREAT BARRINGTON, MASS.
Prepared for CORPORATION
OF SOUTH BENSHEIRE, INC.

SURVEY PREPARED BY
FORESLIGHT
LAND SERVICES
PLANNING
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202
Tel: 303.733.1100 Fax: 303.733.1101
www.foreflight.com

SCALE: 1"=30'
DATE: June 14, 2018
JOB NO. 2325008
LAYOUT TBL: 2/25/2018



RECEIVED
TOWN MANAGER

JAN 22 2019

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

NOTICE OF COMMUNITY OUTREACH MEETING
Community Growth Partners

Notice is hereby given that Community Growth Partners will host a Community Outreach Meeting to discuss the proposed siting of Adult Use Marijuana Retail Establishment at 783 S Main St, Great Barrington, MA, 01230 in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.000

January 31st, 2019 - 6pm
Fairfield Inn
249 Stockbridge Rd (Route 7),
Great Barrington, MA 01230

Topics to be discussed at the meeting include but not limited to:

- Plans for maintaining a secure facility;
- Plans to prevent diversion to minors;
- Plans to be a positive impact of the community; and
- Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

VIA Cert. Mail
or Reg. Mail



Recreational Marijuana Host Agreement Application

***** (Items in bold are documents that need to be included with this application) *****

1. Contact Information: Please include name, address, telephone and email address
 - a) License holder

**Community Growth Partners
470 Atlantic Avenue
4th Floor
Boston, MA 02210**

- b) Applicant Representative (if different from license holder)

Same

- c) Store Manager (person responsible for day-to-day operation)
***Include resume/employment history of store manager, past 5 years**

Upon signing of Host Community Agreement, we will begin recruiting locally to hire our store manager. Our incentive-based compensation package will be competitive. See attached for Founder's bio and Community Growth Partners leadership team. Our team has the experience to recruit, hire and develop the right candidate.

2. Business Information:
 - a) List of all executives, managers and/or persons/entities having authority over the management, policies, security operations or cultivation/manufacturing operations of the establishment

**Charlotte Hanna
Natanja Craig
Cheryl Clyburn Crawford**

- b) 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

**Community Growth Partners Holdings LLC
5 Penn Plaza, 19th Floor
New York, NY 10001**

- c) Provide legal corporate entity name and/or DBA if applicable

Community Growth Partners Great Barrington Operations LLC – this will be the legal name of the local license holder



3. Location:

- a) Address of marijuana establishment and description of retail space to be used (floor level and square footage)

***Please include letter of intent from landowner or copy of lease or purchase agreement (if under contract)**

**783 South Main Street
Great Barrington, MA 01230**

- b) Will you be updating/changing the exterior of the building? Please include description/drawing of view from the street, view from abutters

We envision a modern revival of this building. Using a palette of dark and monochromatic tones for the exterior siding and trim, the facade will be updated with new materials that are in keeping with the vernacular of the area, while allowing for a distinct and impactful public face. The first floor windows will be covered with a wooden slat shade that allows for light filtration and visual interest, and adherence to state regulations on visibility. The parking and main entry will be located at the back of the building for consumer privacy and reduced traffic impact. And the native landscaping will soften the edges of the structure maintaining clear site lines, keeping in mind the need for safe and secure operations, as well as consideration for abutting properties. See attached preliminary draft renderings.

- c) Does property include parking? If not, what is your parking plan?

Yes, local civil engineering firm, Kelly Grainger, has laid out a preliminary parking plan. We will also be speaking with neighboring commercial property owners to lease additional parking for our staff. We will present all plans in our final site plan review with the Town.

4. Has anyone on the list of participants (principals, investors, employees) ever held an alcohol license? Have any participants ever been cited for an ABCC violation? (If yes, please explain)

No

5. How many other facilities do principals have/are applying for and where?

We are currently applying for a cultivation and manufacturing license in Northampton, MA.

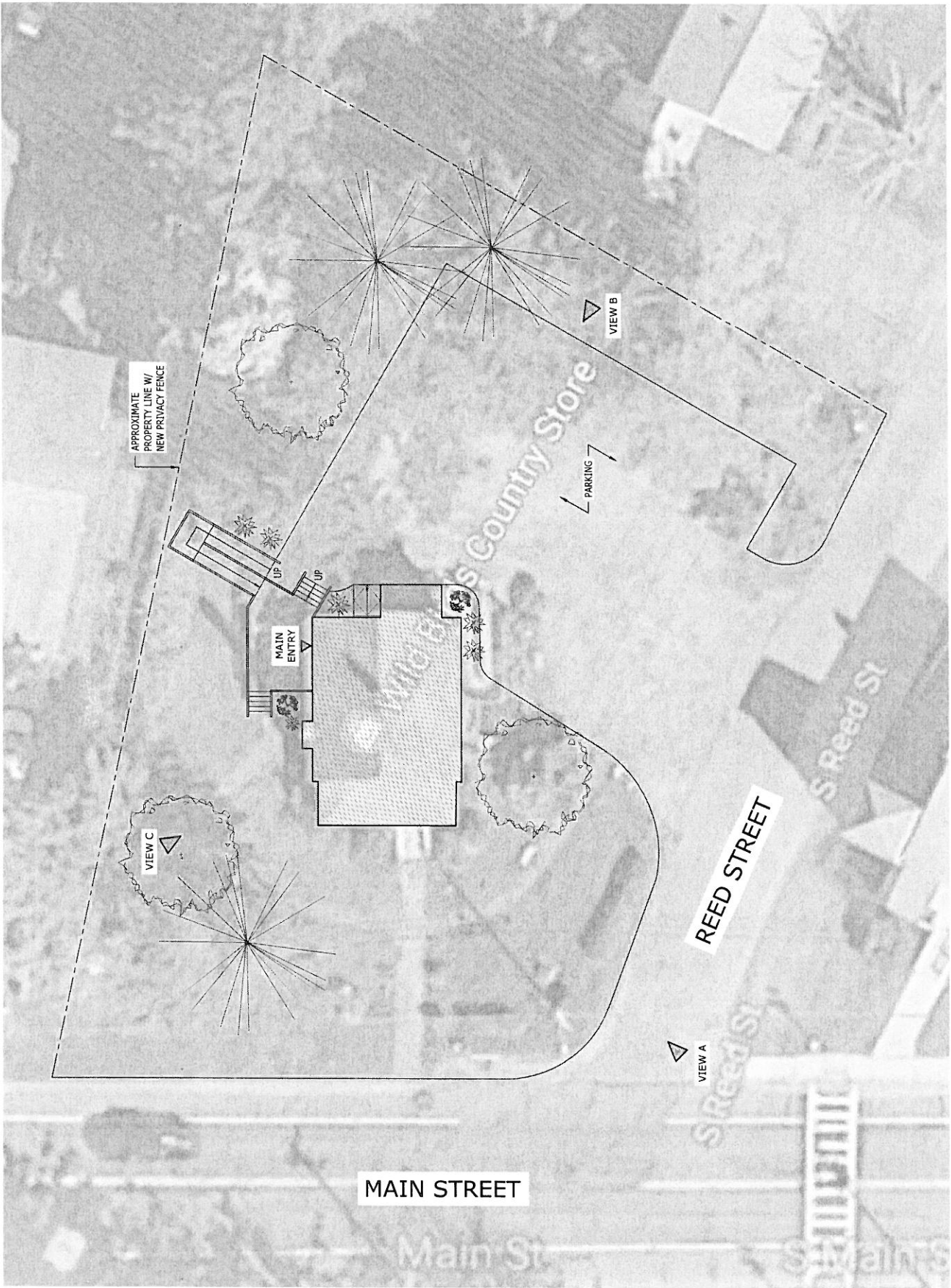


6. Do you have an existing host agreement with any other communities? If yes, please provide a letter from said municipality stating that you have complied with the terms of that agreement

We are in receipt of a HCA from the town of Northampton, however we have not yet submitted our complete licensing application to the Cannabis Control Commission.

7. Date of Community Impact Meeting (Please coordinate with Selectboard and list on the town's calendar)

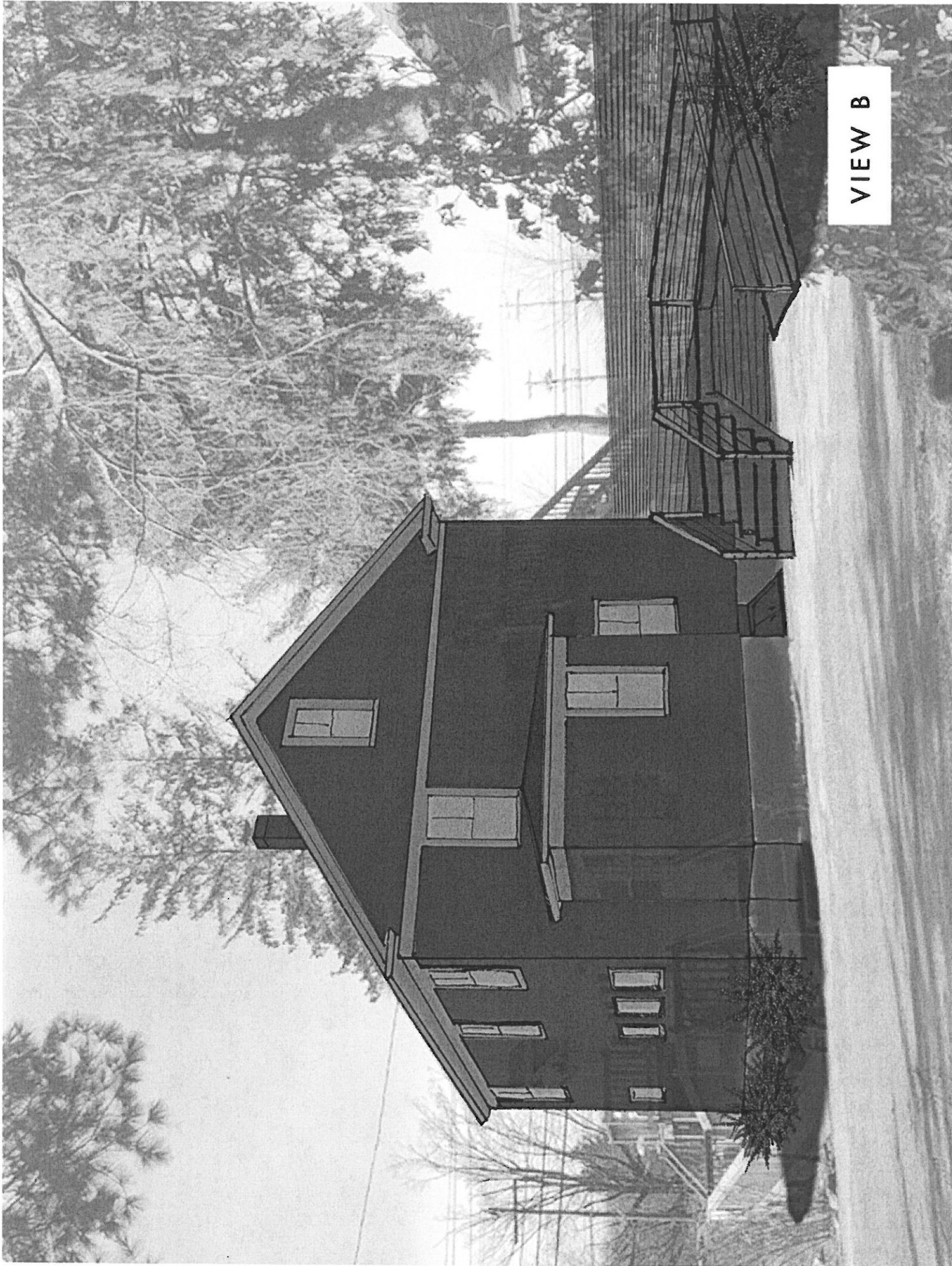
1/31/2019



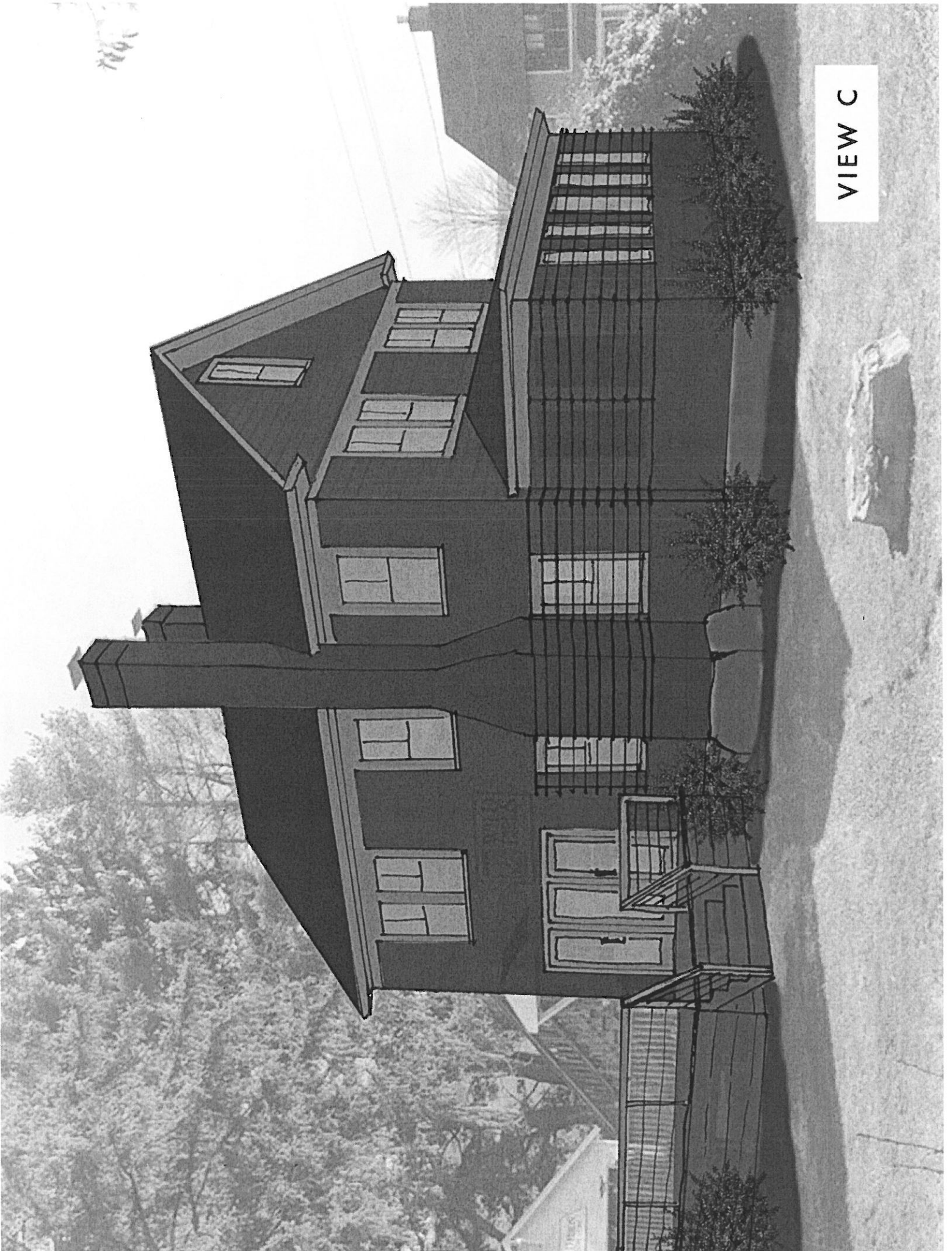
VIEW A



VIEW B



VIEW C





413-731-7770

Fax: 413-731-1302

kevin@jennings-re.com

OFFER TO PURCHASE REAL ESTATE

TO: Great Barrington Investment Partners
c/o Mr. Rich Aldrich
Stone House Properties, LLC
38 Main Street
West Stockbridge, MA 01266

DATE: January 2, 2019

The property herein referred to is identified as follows:

An approximately 1,762 square foot retail building on approximately 0.4 acres of land, located at 783 Main Street, Great Barrington, MA. The town of Great Barrington Assessor's Office identifies the property with the following parcel identification number: 113/025.0-0000-0010.0.

Community Growth Partners offers to buy said property, which has been offered to us by Jennings Real Estate Services, Inc. and Stone House Properties, LLC under the following terms and conditions:

Purchaser: Community Growth Partners or its designee

Price: [REDACTED] payable by wire or bank check at closing

Earnest Money: [REDACTED] (the "Deposit") will be deposited by the Purchaser into an escrow account to be maintained by the Stone House Properties ("Escrow Agent") no later than five (5) business days after the execution of a formal Purchase and Sale Agreement ("the Purchase Agreement") described below. The Deposit shall be credited to the Purchaser upon the close of the transaction contemplated by this letter of intent (the "Transaction"). The Earnest Money shall be non-refundable after the expiration of the Due Diligence Period unless the Transaction fails to close as a result of the breach Purchase Agreement by the Seller.

Purchase and Sale Agreement:

The parties hereto shall, on or before ten (10) days after the full execution of this Letter of Intent, execute a Purchase and Sale

Commercial Real Estate Solution

73 Chestnut Street, Springfield, Massachusetts 01103

The information herein is from sources deemed reliable but no warranty of representation is made to the accuracy thereof. Offering is the subject to errors and omissions as well as prior sale, change or withdrawal without notice.

www.jennings-re.com

gbs

Agreement ("Purchase Agreement") satisfactory to both parties, which, when executed, shall be the agreement between the parties hereto. The Purchase Agreement shall contain those other terms and conditions as are normal and customary to the purchase and sale of real property of this character in Great Barrington, Massachusetts.

Due Diligence: The Property is being offered by the Seller in "as-is" condition. Purchaser shall have thirty (30) calendar days due diligence period from the Purchase Agreement to inspect the property, and ascertain whether the physical condition of the property and improvements thereon are acceptable to Purchaser. During the Due Diligence Period, Seller shall not enter into any negotiation or agreement to sell, lease or encumber the Property. Seller will provide requested due diligence materials in Seller's possession within five (5) business days after written request by the Purchaser.

Contingencies: The Purchase Agreement shall provide that Purchaser's obligation to close shall be contingent on the following:

1. Approval by the Cannabis Control Commission to Community Growth Partners to operate an adult use retail facility at the Property. If the approval has not been provided within a four (4) month time frame, then, beginning on the date that is 120 days from the end of the Due Diligence period, Buyer shall pay an additional [redacted] non-refundable deposit and shall pay additional [redacted] non-refundable deposits on every thirty (30) day anniversary thereof until such time as the required approvals have been obtained. All of these deposits will apply to the purchase price if the transaction goes to closing, but shall be non-refundable if the transaction is terminated.

2. Execution of a Community Host Agreement with the Town of Great Barrington.

Closing: Within fourteen (14) calendar days immediately following the satisfaction of the Contingencies set forth above. However the closing shall take place no later than nine (9) months after the execution of the Purchase and Sale Agreement regardless of the status of the satisfaction of the above two contingencies.

Brokerage: Seller's Broker will be responsible for a real estate brokerage commission to Jennings Real Estate Services of 2.5% of the total consideration for the property.

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Offer to Purchase
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Binding Nature
of the Letter of
Intent:

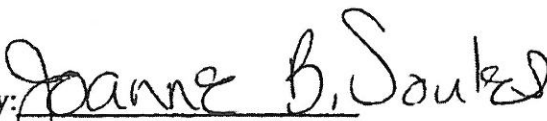
This Letter of Intent shall be a non-binding agreement except: (1) it shall bind the parties to act in good faith in working towards the completion of the Purchase Agreement reflecting the terms set forth herein within ten (10) days of this Letter of Intent being fully executed; and (2) the Letter of Intent shall obligate the Seller to discontinue any active marketing of the Property to other potential buyers. In the event the parties hereto fulfill their obligations hereunder but are unable to agree upon a final Purchase Agreement within ten (10) days of the date of this Letter of Intent, this Letter of Intent shall lapse and be of no further force or effect.

WITNESS my hand and seal.

Purchaser:
Community Growth Partners

By: 
Its Authorized Representative

Seller:
Great Barrington Investment Partners

By: 
Its Authorized Representative

Our Founder: Charlotte Hanna



Charlotte brings nearly 30 years experience in multi-national corporations, real estate and philanthropy. Since 2012, Charlotte has invested in real estate projects in New York. Charlotte's comes from a real estate development family that currently has 500,000 square feet of real estate under management. Her family has led economic development efforts around the South East US.

Previously, over 11 years at Goldman Sachs, Charlotte held various positions within the firm's training and organizational development group helping to build the workforce and structures the company needed as it evolved and grew. While at Goldman, she developed the Goldman Sachs University brand, built a global team which designed and executed various corporate-wide development efforts, and managed headcount and budgets exceeding \$20M.

Charlotte began her career building a sustainable urban farming initiative in San Francisco. Together with other hunger relief advocates, she developed farms on vacant urban lots and trained homeless people to run them and sell the produce to high-end restaurants. She worked on similarly innovative economic development programs around the country as a grantee of organizations like The Robert Wood Johnson Foundation. She earned degrees from American University and New York University where she was an Annie Casey Foundation Research Fellow.

Our Leadership Team

Our team comes from cannabis, branding, technology, retail, politics, real estate and finance.

Highlights of our team's experience include:

- Opened one of San Francisco's first pioneering medical marijuana dispensaries in the early 2000s
- Ran 50,000 square foot licensed marijuana cultivation and extraction operations in CA and NV
- Helped launch and execute Apple's retail strategy
- Founded multiple technology companies
- Developed 3 million square feet of real estate
- Spent 11 years at Goldman Sachs
- Served two terms in Obama's White House as speech writer and celebrity liaison
- Served in senior roles in Boston Mayor Walsh's administration
- Acted as NAACP Vice President in Boston
- Held senior positions at the Boston Foundation

