

Mark Pruhenski
Town Manager

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www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Meeting via Zoom and in person at 334 Main Street Great Barrington MA
Order of Agenda for Monday, October 30, 2023, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84575182352?pwd=aXB5ejdOK2huZWJNM1NDamdPSmFoQT09>

Webinar ID: 845 7518 2352

Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Selectboard will be conducted both in-person and via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org. For this meeting, members of the public and committee members may attend the meeting in person, or, for those who wish to do so remotely may by following the instructions at the top of this agenda. For those who are not in-person every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

5:15 PM: Members will make a site visit to Midori's Garden, 920 Main Street for the Special Permit application.

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
 - a. September 18, 2023
 - b. October 2, 2023
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works-
 - b. Halloween Trick or Treat Hours - Reminder
 - c. Berkshire Busk Season Recap- Gene Carr and Carli Scolforo
 - d. Short Term Rental Update
 - e. Maximum Useful Life Certification (Capital Borrowing)
 - f. Capital Borrowing
5. LICENSES AND PERMITS
 - a. Ben Elliott of the Triplex Cinema, Inc. requesting an Annual Common Victualler license at 70 Railroad Street Great Barrington from Monday to Sunday 10:00 AM to 11:59 PM.

- b. Ben Elliott of the Triplex Cinema, Inc. requesting an Annual Weekday Entertainment License at 70 Railroad Street, Great Barrington from Monday to Sunday 10:00 AM to 11:59 PM.
- c. Ben Elliott of the Triplex Cinema, Inc. requesting an Annual Sunday Entertainment License at 70 Railroad Street, Great Barrington from Monday to Sunday 10:00 AM to 11:59 PM.
- d. Ben Elliott of the Triplex Cinema, Inc. requesting an Annual Motion Picture License at 70 Railroad Street, Great Barrington from Monday to Sunday 10:00 AM to 11:59 PM.
- e. David Long and Georgene Poliak for a Driveway Permit application for 304 North Plain Road.
- f. Shai Walker for a Driveway Permit application for 33 Alford Road.

6. PUBLIC HEARINGS

- a. Continued from September 11, 2023: Special Permit application from Michelle Maki, d/b/a Midori's Garden LLC, 920 Main Street, Great Barrington, for a marijuana cultivation and manufacturing establishment in an Industrial zone at 920 Main Street. The application is filed in accordance with Sections 3.1.4 C (13), 7.18 and 10.4 of the Zoning Bylaw.
 - i. Open Public Hearing
 - ii. Explanation of the Project
 - iii. Public comments, speak in favor or opposition
 - iv. Questions from the Selectboard
 - v. Comments from other Boards
 - vi. Close Public Hearing
 - vii. Selectboard discussion
 - viii. Findings
 - ix. Motion to continue/deny/grant

7. NEW BUSINESS

- a. Housatonic School: Vote to sign the Purchase and Sale Agreement and the Development Agreement
- b. Du Bois Sculpture Project - final design and vote to accept donation

8. CITIZEN SPEAK TIME

Citizen Speak Time is an opportunity for the Selectboard to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each.

9. SELECTBOARD'S TIME

10. MEDIA TIME

11. ADJOURNMENT

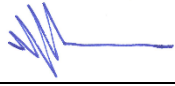
NEXT SELECTBOARD MEETING

November 6, 2023

November 20, 2023

December 4, 2023

December 18, 2023



Mark Pruhenski, 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 be brought up for discussion to the extent permitted by law.

EXECUTIVE SUMMARY

DATE: October 30, 2023


TITLE: Board confirmation and authorization of \$11,050,000. General Obligation Municipal Purpose Loan of 2023 Bonds.

BACKGROUND: Prior to the sale, S&P Global Ratings, a municipal bond credit rating agency, reaffirmed the Town's bond rating of 'AAA'. On Wednesday October 25, 2023 the Town accepted competitive bids for various capital and sewer projects authorized at Town Meetings to be funded by borrowing authorizations.


FISCAL IMPACT: The interest rate on the General Obligation Bond was determined by a competitive bid process. UBS Financial Services Inc. was the winning bidder on the bonds with a true interest cost (TIC) of 3.798104 . A total of ten bids were received.

RECOMMENDATION: That the Board approve and confirm the sale of the \$11,050,000 General Obligation Municipal Purpose Loan of 2023 Bonds. Please see attached specific vote wording as provided and required by bond counsel.

PREPARED AND REVIEWED BY:


Alicia Dulin, Treasurer

APPROVED:


Mark A. Pruhenski, Town Manager

VOTE OF THE SELECTBOARD

I, the Clerk of the Selectboard of the Town of Great Barrington, Massachusetts (the "Town"), certify that at a meeting of the board held October 30, 2023, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$11,050,000 General Obligation Municipal Purpose Loan of 2023 Bonds of the Town dated November 16, 2023 (the "Bonds"), to UBS Financial Services Inc. at the price of \$11,706,594.61 and accrued interest, if any, is hereby approved and confirmed. The Bonds shall be payable on November 15 of the years and in the principal amounts and bear interest at the respective rates, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2024	\$885,000	5.000%	2033	\$690,000	5.000%
2025	845,000	5.000	2034	680,000	4.000
2026	825,000	5.000	2035	660,000	5.000
2027	760,000	5.000	2036	640,000	5.000
2028	740,000	5.000	2037	435,000	4.000
2029	730,000	5.000	2038	310,000	4.125
2030	720,000	5.000	2039	145,000	4.125
2031	715,000	5.000	2041	285,000	4.500
2032	715,000	5.000	2043	270,000	4.500

Further Voted: that the Bonds maturing on November 15, 2041 and November 15, 2043 (each a "Term Bond") shall be subject to mandatory redemption or mature as follows:

Term Bond due November 15, 2041

<u>Year</u>	<u>Amount</u>
2040	\$145,000
2041*	140,000

* Maturity

Term Bond due November 15, 2043

<u>Year</u>	<u>Amount</u>
2042	\$135,000
2043*	135,000

* Maturity

Further Voted: that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the Bonds is hereby determined pursuant to G.L. c.44, §7(1) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
DPW Loader	\$235,000	15 Years
Backhoe	145,450	15 Years
Sewer Cleaner	109,650	10 Years
DPW Excavator	81,750	15 Years
Truck Lift	79,500	20 Years
Park Equipment	55,000	20 Years

Further Voted: that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated October 19, 2023, and a final Official Statement dated October 25, 2023 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

Further Voted: that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

Further Voted: that the Town Treasurer and the Selectboard be, and hereby are, authorized to execute and deliver a continuing disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Bonds for the benefit of the holders of the Bonds from time to time.

Further Voted: that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and to comply with relevant securities laws.

Further Voted: that any certificates or documents relating to the Bonds (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document; delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document; and electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Further Voted: that each member of the Selectboard, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined

by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: October 30, 2023

Clerk of the Selectboard

134988654v.1

Town of Great Barrington, Massachusetts

Bonds dated November 16, 2023

Final Structure w/ application of premium

	22	23	24	25	26	27	28	29	30	
	General (continued)									
	Sidewalk and Street Improvements 1	Sidewalk and Street Improvements 2	Park Improvements - Parks Equipment 1	Park Improvements - Parks Equipment 2	DPW Loader with Attachments	DPW Excavator	Building Improvements	Street Improvements	Technology Broadband Project	Total General
\$	85,000	\$ 30,000	\$ -	\$ -	\$ 20,000	\$ 11,750	\$ 5,000	\$ 75,000	\$ 20,000	\$ 615,700
11/15/2024	85,000	30,000	-	-	20,000	5,000	5,000	75,000	20,000	595,000
11/15/2025	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	580,000
11/15/2026	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	570,000
11/15/2027	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	560,000
11/15/2028	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	555,000
11/15/2029	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	545,000
11/15/2030	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	540,000
11/15/2031	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	540,000
11/15/2032	85,000	25,000	-	-	15,000	5,000	5,000	75,000	20,000	539,000
11/15/2033	85,000	25,000	-	-	15,000	5,000	5,000	70,000	15,000	525,000
11/15/2034	85,000	25,000	-	-	15,000	5,000	5,000	70,000	15,000	515,000
11/15/2035	85,000	25,000	-	-	15,000	5,000	5,000	70,000	15,000	500,000
11/15/2036	85,000	25,000	-	-	15,000	5,000	5,000	70,000	15,000	295,000
11/15/2037	85,000	25,000	-	-	15,000	5,000	5,000	70,000	15,000	170,000
11/15/2038	-	25,000	-	-	-	5,000	-	-	15,000	45,000
11/15/2039	-	-	-	-	-	-	5,000	-	15,000	45,000
11/15/2040	-	-	-	-	-	-	5,000	-	15,000	45,000
11/15/2041	-	-	-	-	-	-	5,000	-	15,000	45,000
11/15/2042	-	-	-	-	-	-	5,000	-	15,000	45,000
11/15/2043	-	-	-	-	-	-	5,000	-	15,000	45,000
Total	\$ 1,190,000	\$ 385,000	\$ -	\$ -	\$ 235,000	\$ 81,750	\$ 100,000	\$ 1,100,000	\$ 350,000	\$ 7,865,700
Premium to be applied to Project Costs	\$ -	\$ -	\$ 46,500	\$ 25,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 415,745
Amount Requested	1,190,000	385,000	46,500	25,500	235,000	81,750	100,000	1,100,000	350,000	8,281,445
BANs Outstanding	\$1,190,000	\$0	\$46,500	\$0	\$0	\$0	\$0	\$0	\$0	\$5,730,445
Original Issue Date of BANs	6/16/2023	N/A	6/16/2023	N/A	N/A	N/A	N/A	N/A	N/A	
Reference	Ch. 44, s. 7(1)	Ch. 44, s. 7(1)	Ch. 44, s. 7(1)	Ch. 44, s. 7(1)	Ch. 44, s. 7(1)	Ch. 44, s. 7(1)	Ch. 44, s. 7(1)	Ch. 44, s. 7(1)	Ch. 44, s. 8(8)	
Maximum Term	15	15	15	15	15	15	30	15	20	
Article No.	5	5	5	5	4	4	4	4	4	
Original Auth. Amt	\$2,094,000	\$2,094,000	\$100,000	\$100,000	\$293,200	\$91,200	\$1,325,000	\$3,537,200	\$350,000	
Date of Auth.	6/6/2022	6/6/2022	6/6/2022	6/6/2022	5/1/2023	5/1/2023	5/1/2023	5/1/2023	5/1/2023	
Maximum Maturity	6/16/2038	11/16/2038	6/16/2038	6/16/2038	11/16/2038	11/16/2038	11/16/2053	11/16/2038	11/16/2043	

Select Board will vote to approve useful life determination when bond sale is approved.

new money \$ - \$ 385,000 \$ (46,500) \$ - \$ 235,000 \$ 81,750 \$ 100,000 \$ 1,100,000 \$ 350,000

Town of Great Barrington, Massachusetts

Bonds dated November 16, 2023

Final Structure w/ application of premium

Sewer										CPA		Grand Total
Sewer System Management/ Maintenance Plan						Memorial Field Improvements		Total CPA				
Sewer Manhole Rehabilitation	Wastewater Engineering Services	High Pressure Sewer Cleaner	Sewer System Improvements	Total Sewer								
11/15/2024	53,700	13,000	-	19,650	51,000	\$	36,600	\$	36,600	\$ 885,000		
11/15/2025	50,000	10,000	-	15,000	50,000		35,000		35,000	845,000		
11/15/2026	50,000	10,000	-	15,000	50,000		35,000		35,000	825,000		
11/15/2027	-	10,000	-	10,000	50,000		35,000		35,000	760,000		
11/15/2028	-	10,000	-	10,000	50,000		35,000		35,000	740,000		
11/15/2029	-	10,000	-	10,000	50,000		30,000		30,000	730,000		
11/15/2030	-	10,000	-	10,000	50,000		30,000		30,000	720,000		
11/15/2031	-	10,000	-	10,000	50,000		30,000		30,000	715,000		
11/15/2032	-	10,000	-	10,000	50,000		30,000		30,000	690,000		
11/15/2033	-	5,000	-	-	50,000		30,000		30,000	680,000		
11/15/2034	-	5,000	-	-	50,000		30,000		30,000	660,000		
11/15/2035	-	5,000	-	-	50,000		30,000		30,000	640,000		
11/15/2036	-	5,000	-	-	50,000		30,000		30,000	435,000		
11/15/2037	-	5,000	-	-	50,000		30,000		30,000	310,000		
11/15/2038	-	5,000	-	-	50,000		-		-	145,000		
11/15/2039	-	5,000	-	-	50,000		-		-	140,000		
11/15/2040	-	5,000	-	-	45,000		-		-	135,000		
11/15/2041	-	5,000	-	-	45,000		-		-	135,000		
11/15/2042	-	5,000	-	-	45,000		-		-	135,000		
11/15/2043	-	5,000	-	-	45,000		-		-	135,000		
Total	153,700	148,000	-	109,650	986,000	\$	476,600	\$	476,600	\$ 11,050,000		
Premium to be applied to Project Costs	31,800	-	13,275	-	-	\$	23,400	\$	23,400	\$ 529,640		
Amount Requested	185,500	148,000	13,275	109,650	986,000		500,000		500,000	11,579,640		
BANs Outstanding	\$185,500	\$131,000	\$13,275	\$109,300	\$0		\$0			\$13,994,580		
Original Issue Date of BANs	6/17/2022	6/17/2022 &	6/16/2023	6/16/2023	N/A		N/A					
Reference	C, 44 s. 7(7)	C, 44 s. 8(14)	C, 44 s. 7(7)	C, 44 s. 7(1)	C, 44 s. 8(14)		C, 44B					
Maximum Term	5	30	5	10	30		20					
Article No.	9	9	8	8	8		4					
Original Auth. Amt	\$185,500	\$200,000	\$100,000	\$137,000	\$13,200,000		\$500,000					
Date of Auth.	6/17/2021	6/7/2021	6/6/2022	6/6/2022	5/5/2014		9/6/2022					
Maximum Maturity	6/17/2027	6/17/2052	6/13/2028	6/16/2033	11/16/2038							

Select Board will vote to approve useful life determination when bond sale is approved.

new money \$ (31,800) \$ 17,000 \$ (13,275) \$ 350 \$ 986,000 \$ 476,600 \$ 4,052,710

RECEIVED
TOWN OF GREAT BARRINGTON
OCT 12 2023
SELECTBOARD &
TOWN MANAGER'S OFFICE

COMMONWEALTH OF MASSACHUSETTS
TOWN OF GREAT BARRINGTON
APPLICATION FOR COMMON VICTUALLER LICENSE

FEE: \$25.00 (Payable to the Town of Great Barrington) DATE: 10/10/23

NOTICE:

As provided by MGL Chapter 140, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a Common Victualler License in accordance with the provisions relating thereto:

OWNER(S) NAME: Triplex Cinema, Inc.

NAME OF BUSINESS: Triplex Cinema, Inc.

D/B/A (if applicable): Triplex Cinema

BUSINESS MAILING ADDRESS: PO Box 1044, Great Barrington, MA 01230

BUSINESS TELEPHONE: 413 528 8886 HOME TELEPHONE: _____

LOCATION WHERE LICENSE IS TO BE USED: 70 Railroad St.

Great Barrington, MA 01230

DAYS OF OPERATION: Monday-Sunday

HOURS OF OPERATION: 10am-11:59pm

DESCRIPTION OF PREMISES: Movie Theater

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

Benjamin Ellett
Signature of Individual or Corporate Name

By: Managing Director
Corporate Officer (if applicable)

SS# _____ or FID# 92-3409388



RECEIVED
TOWN OF GREAT BARRINGTON

OCT 12 2023

SELECTBOARD &
TOWN MANAGER'S OFFICE

TOWN OF GREAT BARRINGTON
Annual Weekday Entertainment License Application
(INDOOR ONLY)
\$25.00

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

Name: Benjamin Elliott

Business/Organization: Triplex Cinema, Inc.

D/B/A (if applicable): Triplex Cinema

Address: 70 Railroad St.

Mailing Address: PO Box 1044, Great Barrington, MA 01230

Phone Number: 413 528 8886

Email: ben@thetriplex.org

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

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

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

☐ Dancing by patrons ☐ Amplification system ☐ Theatrical exhibition

☐ Floorshow ☐ Play ☒ Moving picture show ☐ Light show ☐ Jukebox

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

 YES

 X NO

Exact Location of Entertainment (include sketch): 3 Main Floor Theaters, 1 Second Floor Theater, and Main Floor Lobby

Days of Entertainment*: Monday-Saturday
*Does not include SUNDAY

Start & End Times of Entertainment: 10am-11:59pm

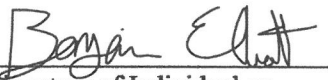
Does your event involve any of the following? (Check all that apply)

- ☒ Food ☐ Temporary Bathrooms ☐ Tents ☐ Stages ☐ Temporary Signs
☐ Electrical Permits ☐ Building Permits ☐ Police Traffic Details ☐ Street Closures

ALL entertainment licenses will be reviewed by the Design Review Team (DRT), which is comprised of several Town departments, for comments/concerns on this application.

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

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



Signature of Individual or
Corporate Officer

10/10/23

Date

92-3409388

SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____ LICENSE # _____



RECEIVED
TOWN OF GREAT BARRINGTON
OCT 12 2023
SELECTBOARD &
TOWN MANAGER'S OFFICE

TOWN OF GREAT BARRINGTON
Annual Sunday Entertainment License Application
(Local Approval ONLY- State Approval Required Separately)

_____ Hours of 1:00 pm-11:59 pm
(\$85.00)

X Hours of 9:00 am- 11:59 pm
(\$175.00)

The undersigned hereby applies for a license in accordance with the provisions of Massachusetts General Laws, Ch.136 Sec.4.

Name: Benjamin Elliott

Business/Organization: Triplex Cinema, Inc.

D/B/A (if applicable): Triplex Cinema

Address: 70 Railroad St.

Mailing Address: PO Box 1044

Phone Number: 413 528 8886

Email: ben@thetriplex.org

(INDOOR ENTERTAINMENT ONLY)

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

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

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

☐ Dancing by patrons ☐ Amplification system ☐ Theatrical exhibition

☐ Floorshow ☐ Play ☒ Moving picture show ☐ Light show ☐ Jukebox

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

_____ YES

X NO

Exact Location of Entertainment (include sketch): 3 Main Floor Theaters, 1 Second Floor Theater, and Main Floor Lobby

Days of Entertainment: Sunday's 2023
(year)

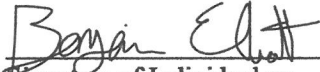
Does your event involve any of the following? (Check all that apply)

- ☒ Food ☐ Temporary Bathrooms ☐ Tents ☐ Stages ☐ Temporary Signs
☐ Electrical Permits ☐ Building Permits ☐ Police Traffic Details ☐ Street Closures

ALL entertainment licenses will be reviewed by the Design Review Team (DRT), which is comprised of several Town departments, for comments/concerns on this application.

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

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



Signature of Individual or
Corporate Officer

10/10/23

Date

92-3409388

SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____

LICENSE # _____

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF GREAT BARRINGTON
APPLICATION FOR MOTION PICTURE LICENSE**

FEE: \$75.00

DATE: 10/17/23

LICENSE NUMBER: _____

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a Motion Picture License in accordance with the provisions relating thereto:

OWNER(S) NAME: Triplex Cinema, Inc.

NAME OF BUSINESS: Triplex Cinema, Inc.

D/B/A (if applicable): Triplex Cinema

BUSINESS MAILING ADDRESS: PO Box 1044

BUSINESS TELEPHONE: 413 528 8886 **HOME TELEPHONE:** _____

LOCATION WHERE LICENSE IS TO BE USED: 70 Railroad St.

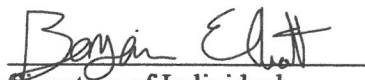
Great Barrington, MA 01230

DAYS OF OPERATION: Monday-Sunday

HOURS OF OPERATION: 10am-11:59pm

DESCRIPTION OF PREMISES: Four Screen Movie Theater

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



Signature of Individual
Or Corporate Name

By: Managing Director

Corporate Officer
(if applicable)

SS# _____

or

FID# 92-3409388

Town of Great Barrington

Agenda 5.e
Form date: August 2015

Selectboard

Application for Access to a Public Way / Driveway Permit

Fee \$50.00

Paid credit card
Number *file*
9/28/23

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date September 27, 2023

Name of Applicant / Property Owner David Long & Georgene Poliak

dave@maidenflowerfarm.com

Mailing address P.O. Box 393, Great Barrington, MA 01230

Phone number 413.854.4406

Location of proposed driveway / highway entrance 304 North Plain Road, Housatonic, MA 01236

Contractor who will perform the work Self

Address & phone number of contractor 304 North Plain Road, Housatonic, MA 01236

Proposed construction date October

Type of driveway (gravel, asphalt, etc.) Gravel, Minimal disruption of existing grade and drainage within Right of Way

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: *[Signature]*

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be:

- ☐ approved as submitted
- ☐ approved with conditions attached
- ☐ disapproved for reasons attached
- ☐ resubmitted with changes suggested per attached

Staff Reviews Received:

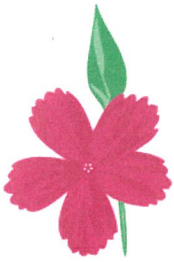
	Received	Conditions Recommended	Other Permits Required
Conservation:	()	()	()
Fire Chief:	()	()	()
Planning:	()	()	()

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

Pursuant to its vote of _____ in favor and _____ opposed, at its meeting on _____, the Great Barrington Selectboard granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectboard: _____, its _____.

(signature) (title) (date)



MAIDEN FLOWER FARM

September 27, 2023

To the Selectboard of the Town of Great Barrington:

I am submitting this application for a curb cut on the south end of the frontage of 304 North Plain Road in order to provide farm and forest management access to the south side of the property.

After speaking with the Building Inspector (Ed May), it is not clear that a permit is actually required since this access point existed prior to my parents' purchase of the property in 1969. However, use of this access has been infrequent over the years – the last regular use being in the 1980s when my father was actively doing timber stand improvement in the areas that we are now returning to work. It was agreed in my conversation with Ed that the most prudent and above board way to proceed was to simply apply for this permit to answer any questions the town may have.

We do not wish to disturb the existing Town Right of Way or its existing drainage. The roadside is already very solid, level, and clear with adequate drainage. Our property drains away from the road, so we do not expect any significant change related to drainage. Visibility at that point is very good. Since use will remain intermittent, we do not anticipate enough traffic to warrant modification within the Right of Way.

On our property that abuts the Right of Way (at the treeline), we intend to remove a small amount of topsoil (and problematic rocks) at the access point and replace the material with gravel to improve drainage and stability. Any topsoil or gravel remaining will be redistributed and graded on site within the landing area. We would use only one or two trucks of processed gravel (20-30 tons) - just enough to stabilize the access to the core of the landing. The intent is to have as minimal a visual impact as possible and let the access fully blend back into the landscape as it regrows through time.

This access is necessary for planned work in the southern half of the property. We are a highly diversified, permaculture-oriented farm that is developing a variety of forest products in its product mix. We are entering the second year of a forest management plan that includes selective cutting of timber and increased removal of invasive species in this area. Use would be light and intermittent with short periods of higher activity (such as during log harvest). The woodlot is managed in ways that try to minimize any impact on the neighborhood.

It should be noted that there are two other driveways that service this property (one on either side of the farmhouse). These drives provide adequate access to the main farm and the north side of the woodlot. The curb cut being applied for is intended to provide better access to the south.

Thank you for your time and consideration.

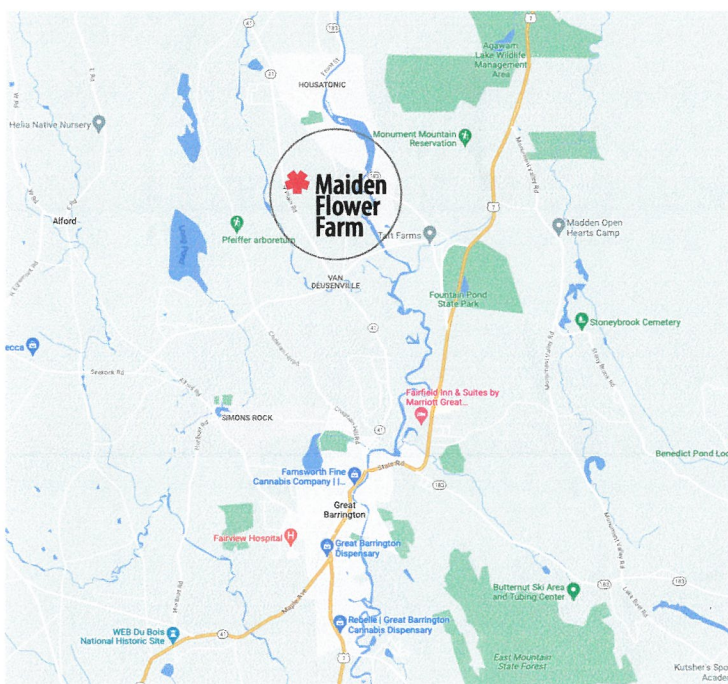
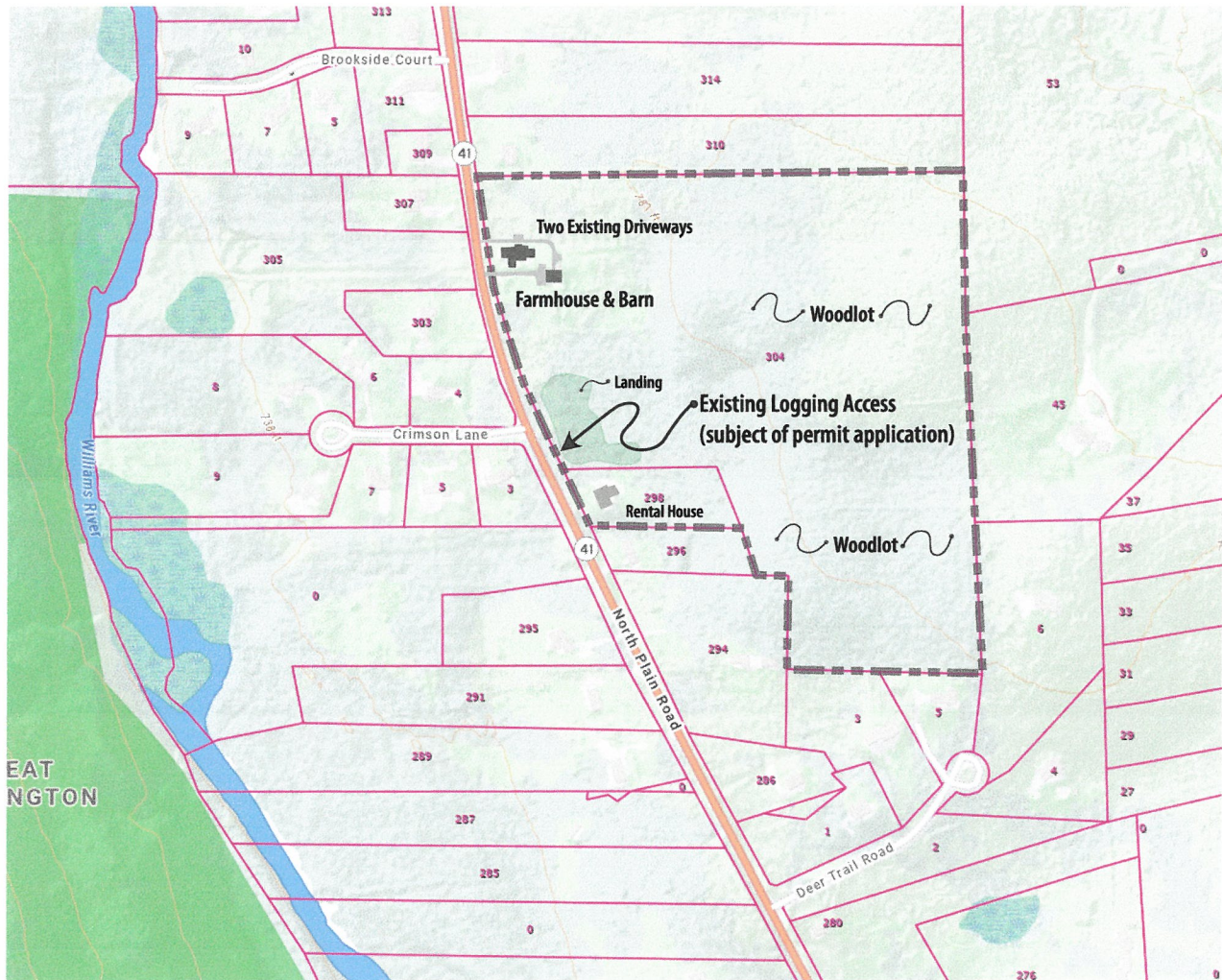
David Long & Georgene Poliak.
Owners of Maiden Flower Farm

304 North Plain Road,
Housatonic, MA 01236

farmers@maidenflowerfarm.com

maidenflowerfarm.com

Locus & Context Map



304 NORTH PLAIN RD
Housatonic, MA 01236

Owner:
David Long & Georgene Poliak

Mailing Address:
PO BOX 393
GT BARRINGTON, MA 01230

Lot Size: 28.42 Acres
Use Code: 101
Year Built: 1800
Residential Area: 2,268 Sq. Ft.
Building Style: COLONIAL
Number of Units: 1
Number of Rooms: 9

Book, Page: 1674, 268
Property ID: 027.0-0000-0016.0
Location ID: M_45643_889372

Joe Aberdale
DPW Superintendent
E-mail: jaberdale@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-0867 x1

TOWN OF GREAT BARRINGTON MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

To: Selectboard
From: Joe Aberdale, DPW Superintendent
Date: October 2, 2023

Subject: Driveway Permit Application, 304 North Plain Road

Dear Selectboard,

Be advised this Driveway Permit Application for 304 North Plain Road would constitute the third driveway to this parcel which is not consistent Article II, Access to Public Ways. (Attached)

The easterly edge of Route 41, North Plain Road at this location is quite often wet. The applicant is proposing no improvements to the driving surface off the edge of North Plain Road within the Town Right of Way, this would equate to wet soils being tracked into the road.

Given the information provided, the DPW would recommend against issuing this driveway permit.

Selectboard

Fee \$50.00

Application for Access to a Public Way / Driveway Permit

ck #
Number 520
fur

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date 9/29/23 Email: _____
Name of Applicant / Property Owner Shai Walker ShaiWalker@hotmail.com
Mailing address 272 Highland Rd Keeseville, NY
Phone number 315-247-9205
Location of proposed driveway / highway entrance Slightly north of 33 Alford Driveway
Contractor who will perform the work Shai Walker - owner
Address & phone number of contractor Same as above
Proposed construction date 10/23 rough in sooner if possible
Type of driveway (gravel, asphalt, etc.) gravel

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: Shai S. Walker

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be: ☐ approved as submitted
☐ approved with conditions attached
☐ disapproved for reasons attached
☐ resubmitted with changes suggested per attached

Staff Reviews Received:

	Received	Conditions Recommended	Other Permits Required
Conservation:	()	()	()
Fire Chief:	()	()	()
Planning:	()	()	()

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

Pursuant to its vote of _____ in favor and _____ opposed, at its meeting on _____, the Great Barrington Selectboard granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectboard: _____, its _____
(signature) (title) (date)



Town of Great Barrington
Recreational Marijuana Host Agreement Application
Items in bold are additional documents that must be included with this application

1. Contact Information: Please include name, address, telephone and email address.

a) License holder:

Name: Michelle Maki
 Address: 920 South Main Street
 City St, Zip: Great Barrington, MA 01230
 Telephone: 216.235.4904
 Email address: info@midorisgarden.com

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

Name: _____
 Address: _____
 City St, Zip: _____
 Telephone: _____
 Email address: _____

c) Store Manager: (person responsible for day-to-day operation)

Include resume/employment history of store manager, past 5 years

Name: Michelle Maki
 Address: see above; previous employment on attached resume
 City St, Zip: _____
 Telephone: _____
 Email address: _____

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.

Michelle Maki, sole owner/cultivator

- 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.

Joseph Maki (spouse) - capital resources are joint assets

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

Midori's Garden LLC

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.

920 South Main Street, Great Barrington, MA 01230 (Light Industry zone)

There is no retail space. This is a cultivation and manufacturing company located on our small family farm.

There are no plans for permanent structures to be used. The fenced-in outdoor cultivation site is ~1/2 acre. There will be 1-2 30' x 96' high tunnels, 1-2 sheds or shipping containers for storage/processing, surrounded by outdoor growing area. (Michelle & Joseph Maki are owners of the property. Deed attached.)

- b) Will you be updating/changing the exterior of the building?

Please include description/drawing of view from the street, view from abutters

No changes/updates will be made to any buildings on our property. This is an outdoor site.

The site is not visible from the street as our house blocks the view. The security fence and top of high tunnels could be seen at a distance of several hundred feet by 2 abutters through tree coverage during the winter (but we are an outdoor grow so there won't be anything growing in the winter). It is not visible from any abutters when foliage is in season. (Street view and plot plan with site location are attached.)

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

Yes. We have adequate parking for ~12 vehicles. The business is intended to remain small, so we only need 5 parking spaces.

4. Has anyone on the list of participants (principals, investors, employees) ever held any type of State Issued 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?

0 / none

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

No

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

Wednesday, July 26, 2023 at 5:30 PM at Holiday Inn Express & Suites, 415 Stockbridge Road, Great Barrington, MA 01230.

MICHELLE (MICKEY) MAKI

920 Main St. Great Barrington, MA 01230 | mickeyamaki@gmail.com

Education

**HARVARD BUSINESS SCHOOL
HARVARD KENNEDY SCHOOL OF GOVERNMENT**

Boston, MA

Joint Master in Business Administration / Master in Public Policy, May 2016

David Rubenstein Fellow. Harvard Graduate Student Leadership Initiative. Peer Consulting Case Coach. Member of African American Student Union and Social Enterprise Clubs.

THE OHIO STATE UNIVERSITY

Columbus, OH

Bachelor of Science in Business Administration – Accounting

Experience

2022- Now

GATHERED WATERS

Owner/Farmer

Great Barrington, MA

- Cultivating a thriving honey and herb farm on 17 acres of land, specializing in organic practices and sustainable beekeeping techniques.
- Implementing sustainable farming practices, including bee-friendly planting, water conservation, and composting, minimizing the farm's environmental footprint
- Establishing strong relationships with local businesses, farmers' markets, and community organizations, fostering collaborations and expanding distribution networks.
- Developing artisanal honey and herbal products, such as infused honey, herbal teas, and natural skincare items, meeting the highest standards of quality and taste
- Engaged in ongoing professional development and stayed updated on industry trends and best practices through workshops, conferences, and networking.

2020-2022

AQUARI VENTURES (Sole Proprietorship/Independent Consultant)

DEI Subcontractor for Promise54

Remote

- Spearheaded the development and execution of DEI initiatives for a diverse range of clients, including corporations, non-profit organizations, and educational institutions.
- Conducted comprehensive organizational assessments to identify gaps, opportunities, and areas for improvement in diversity, equity, and inclusion practices.
- Collaborated with senior leadership teams to develop customized DEI strategies aligned with organizational goals, resulting in enhanced cultural competency and increased employee satisfaction.
- Designed and delivered interactive training workshops on unconscious bias, inclusive leadership, and diversity awareness, fostering a more inclusive and equitable work environment.
- Advised on recruitment and talent acquisition strategies to attract and retain diverse candidates, leading to a more diverse workforce and improved representation at all levels.
- Provided guidance and support in the development of employee resource groups (ERGs) to foster a sense of belonging and create platforms for underrepresented voices.
- Facilitated dialogue sessions and mediated challenging conversations around diversity, equity, and inclusion, promoting understanding and fostering a culture of respect.

2017-2019

WILDFLOWER FOUNDATION

Cambridge, MA

Partner

- Drove the expansion of Wildflower Montessori Schools in the Greater Boston region through recruiting teachers, pursuing institutional partnerships, and community engagement
- Managed operations and logistics of the Wildflower Montessori Diversity Fellowship and Scholarship programs
- Led a 10-month long fellowship consisting of professional development session and individual coaching for a dozen teachers
- Developed materials and resources to guide school leaders through the school founding process
- Advised the Wildflower network in developing and implementing an organizational approach to equity and inclusion—within the classroom and through school operational choices
- Nurtured relationships with other early childhood education organizations in our area of operations
- Supported the preparation of grant applications and charter school applications

	<ul style="list-style-type: none"> Designed workflows for outreach and recruiting processes to be managed by multiple stakeholders 	
2016-2017	BOSTON MEDICAL CENTER (BMC) Special Assistant to the COO (HBS Leadership Fellow) <ul style="list-style-type: none"> Collaborated with multiple departments and the V.P. of Mission to design and establish a community health worker program aimed at addressing the social determinants of health impacting BMC's most vulnerable patients Optimized MRI productivity by analyzing capacity and building business case for new hire Improved inpatient flow by leading effort to diagnose barriers to on-time discharges and proposing solutions 	Boston, MA
Summer 2015	MCKINSEY & COMPANY Summer Associate <i>Client/Project: Retail Company, Industry Analysis & Procurement Strategy</i> <ul style="list-style-type: none"> Researched global leather industry and created market analysis identifying opportunities for cost reductions Conducted interviews with experts within the field and synthesized findings with other data to propose approaches to achieving cost savings Engaged with team and senior leadership regularly to lead problem solving sessions Presented final market analysis to project team, including McKinsey and client leadership <i>Client/Project: Internal Knowledge Development, Healthcare IT</i> <ul style="list-style-type: none"> Authored healthcare consumer survey and oversaw survey launch and initial data collection Outlined consumer journeys and associated model solutions to provide insights in addressing open questions 	Cleveland, OH
Summer 2014	SAFAL PARTNERS Education Pioneers Fellow <ul style="list-style-type: none"> Oversaw proposal planning and submission of \$9 million project for the U.S. Department of Education Managed online resource solicitation and selection for the National Charter School Resource Center Developed and rolled-out standardized proposal and onboarding processes and knowledge repository system 	Houston, TX
2011-2013	ACCENTURE Management Consulting & Project Management Analyst <i>Client/Project: Global Exploration & Production Company, Company Restructuring</i> <ul style="list-style-type: none"> Collaborated with 5 department leads to draft a comprehensive list of 30+ legal documents requiring transfers of ownership and amendments to reflect new company structure Designed and documented multi-phase legal collection process for 6 operating regions across the U.S. Analyzed metrics from project team, business and vendors and created weekly status reports to inform project leadership and steering committee and direct execution of legal tasks by project team <i>Client/Project: Multinational Oil & Gas Company, SAP System Implementation</i> <ul style="list-style-type: none"> Facilitated meetings and conducted interviews with subject matter experts to understand legacy systems and gather data to inform change management strategy Documented processes across departments, updated workflows for new system, and led train-the-trainer workshops Led business continuity rehearsals for 3 process teams and presented results to end users to ensure employees were equipped to resume vital activities after the new SAP system became active Produced monthly invoicing (\$1.5-2M per month) and conducted monthly time and billing variance reconciliations resulting in recapture of 200+ work days, ~\$320K in additional invoicing over a 4-month period 	Houston, TX
2009-2011	HOUSTON INDEPENDENT SCHOOL DISTRICT Elementary Teacher (Teach For America) <ul style="list-style-type: none"> Instructed 24 students each year using customized lessons based on diagnosed deficiencies and frequently monitored progress to achieve average student growth of 1.5 grade levels Spear-headed grant writing efforts throughout the school resulting in over \$16K worth of resources donated over two school years and the establishment of a sustainable grant writing approach Trained colleagues to use classroom technology to facilitate instruction of newly adopted curriculum which generated a 150% increase of investment in technology 	Houston, TX
Community 2020-Now	SAGE MONTESSORI SCHOOL Board of Trustees, President and Clerk	Cape Cod, MA
2018-2019	BROCKTON INTERFAITH COMMUNITY (BIC) Volunteer, Cooperative Team	Brockton, MA

BIC, a member of the Massachusetts Communities Action Network, is a community organizing nonprofit which advocates and organizes for issues which impact the well-being of Massachusetts residents (e.g. education justice, economic justice, etc.)

- Leveraging my business acumen to support BIC's effort in establishing an ecosystem of cooperative businesses in the areas of housing, childcare, health and food
- Preparing and writing grants
- Training volunteers on how to develop quality work plans to better coordinate their work

Plot and Site Plan Summary

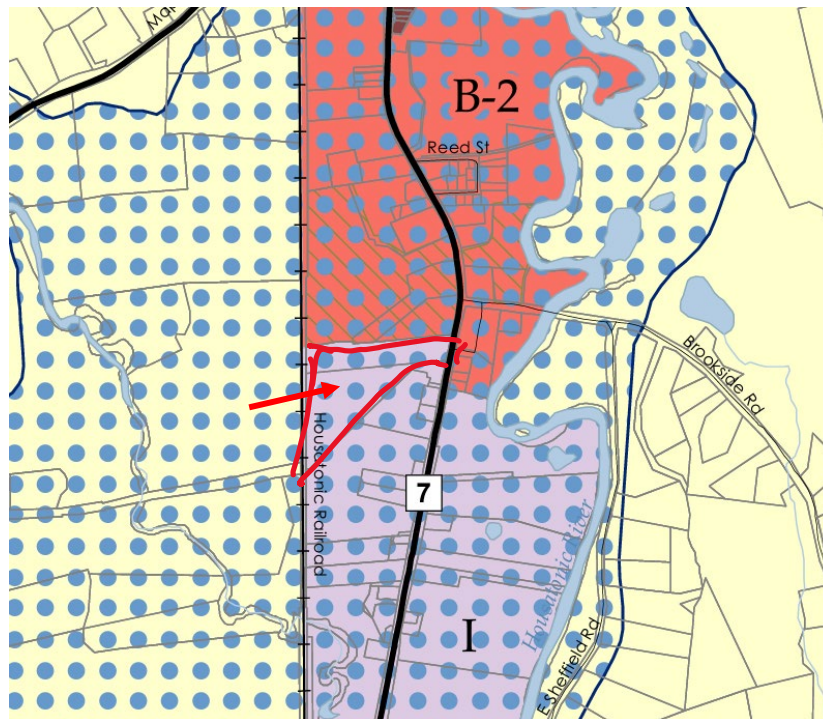
Midori's Garden LLC

The purpose of this document is to describe the site where Midori's Garden is located and demonstrate compliance with Section 10.5 of the town of Great Barrington's Zoning Bylaws.

Pursuant to Section 10.5, a plot plan of the entire property, with features clearly portrayed, will be submitted for review by the Great Barrington Planning Board. The submitted plot and site plan shall also include representation of proposed exterior security measures. (*Section 7.18.3*)

Please see images and associated descriptions below. Full size versions of all images are available upon request.

Great Barrington Zoning Map Section



920 Main St (or South Main St) is zoned as (I) Light Industry.

Current Site and Use

This property is 17-acres located in the transitional corridor on Route 7, south of downtown. We are zoned Light Industry and the land has been and continues to be in agricultural use. The structures on the property consist of a single-family house (our permanent, full-time residence), a barn with 2 run-in shelters attached and a 3-season cabin. The structures are clustered towards Main Street, so the pasture and farmland behind are not visible from the road.

Our closest neighbors are the newly opened affordable housing development, Windrush Commons, The Pediatric Development Center (PDC), and the Brookside Manor senior housing development.

We acquired this property in 2022. We are in the process of establishing a medicinal herb and honey farm called Gathered Waters.

Our Vision for Site Development

We love this land -- the beautiful meadows and wetlands. Therefore, we aim to minimize our impact on the landscape. Most of our land will remain as wildflower meadow for our honeybees. Some garden plots throughout will be dedicated for intentionally cultivating native medicinal herbs. Of course, the wetlands will remain untouched.

The Midori's Garden site will be located right in the middle a wildflower meadow. We intentionally designed the site to be small so it's manageable by a small team of employees we can trust and the site itself does not take over our home.

In alignment with our desire to minimize alterations to the land, we have opted for an outdoor cultivation site with only high tunnels and temporary structures such as small sheds and a shipping container for processing and storing. No permanent foundations will be used. Per state regulations, the site must be fenced in. We will utilize natural appearing fencing materials and cultivate native perennials alongside the exterior fence to maintain a pleasing aesthetic. Within the fence, the roof of the high tunnels will be visible, but the other temporary structures would not be visible.

Our outstanding "construction" to fully equip Midori's Garden is:

- Installing one more hoop house/high tunnel
- Acquiring 1 shipping container for storage, a freezer container, and one small processing shed
 - Ensure any runoff from rainwater on hoop house, containers or sheds is draining properly by grading surrounding land; ideally, we can collect it in rain harvesting barrels to use for irrigation.
- Acquiring portable bathrooms and eventually building a small, bathroom shed with composting toilet
- Installing a 6' security fence around the site perimeter – these are just fence posts that go a few feet into the ground.
- Planting aromatic medicinal herbs in and around the perimeter fence including climbing perennials alongside fencing
- Installing any posts for security cameras as needed
- Adding irrigation tank and laying irrigation

We are confident that this site design allows us to maintain or even improve the character of our property.

Drainage

Proper drainage is critical to be good stewards of the land, good neighbors, and to ensure our plants aren't water logged. Due to our site design, we anticipate very minimal if any interruption to the flow of water. We have monitored the site for the last year and determined it to be suitable to allow for adequate draining. Additionally, we have accessed the ability to absorb additional water from irrigation by cultivating tomatoes and peppers in our high tunnel. We have not noticed any impact on drainage thus far.

We are taking on the following measures and considerations to ensure continued proper drainage:

1. Site selection- cultivation area was then strategically designed to work with the existing drainage system and avoid disrupting the natural flow of water.
2. High Tunnels and Outdoor Planting: High tunnels and outdoor planting directly into the ground can actually benefit drainage. High tunnels typically have open ends, allowing water to flow freely through the structure and minimize the risk of water accumulation within the growing area. The plants planted in the ground can further help absorb excess water, especially in a wet area.
3. Rainwater Harvesting: Rainwater harvesting (from the rooves of our hoophouse, shed and processing container) is part of our irrigation strategy. This practice can actually help alleviate pressure on the local drainage system. By collecting and using rainwater on-site, we reduce the amount of runoff entering the wetlands, which can be beneficial for the natural drainage of the area.
4. Monitored City Water Usage – If we must use city water for irrigation, it will be carefully controlled to avoid over-saturation of the soil and excessive runoff. This again is required for cannabis to grow successfully.
5. Retaining Natural Features: Since our changes to the land are so minimal, we are retaining the natural features like vegetation and soil types that contribute to the area's ability to absorb and channel water effectively.
6. Compliance with Regulations: Our cultivation plans will strictly adhere to all local and federal regulations concerning wetlands, floodplains, and drainage.
7. Regular Monitoring and Adaptation: Every season, we will monitor how the site is draining. Especially during heavy rainfall or extreme weather events. Any issues related to drainage will be addressed promptly, and we will make the necessary adjustments to the cultivation setup if required to maintain proper drainage.

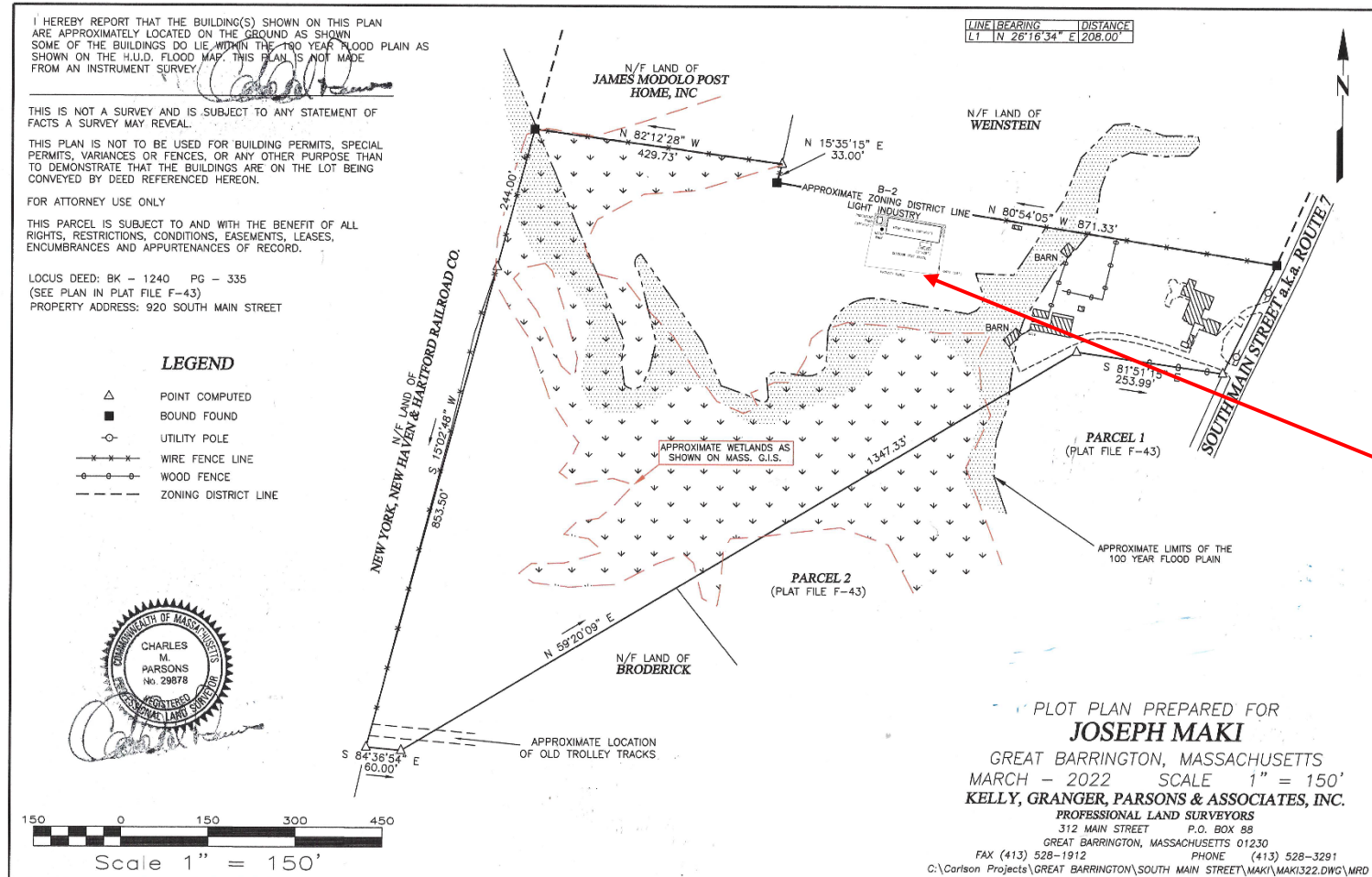
Landscaping for Odor Mitigation

Since we are a very small outdoor grow, the only period of the year where the cannabis plants will produce a noticeable smell is from the middle of the flowering period of the plant, until harvest. This is typically part of September and early October. Based on nearby outdoor grows that also use high tunnels (CannaProvisions and The Pass in Sheffield) and the very small size of

our grow, we DO NOT anticipate any abutters or anyone on the street will be able to notice the smell. (And the processing into a tincture does not produce a noticeable odor.)

However, to mitigate this risk and assure our community members, we have planned to leverage the other herbs and flowers we already cultivate on our farm. We will strategically plant our other aromatic herbs in the areas where their odor-producing terpenes will counter the cannabis' odor-producing terpenes. The strong aromatics of lavender, basil, lemon balm, chamomile and others together will reduce the cannabis scent. It may ultimately smell like a pleasant poppori! As a bonus, it will be visually beautiful.

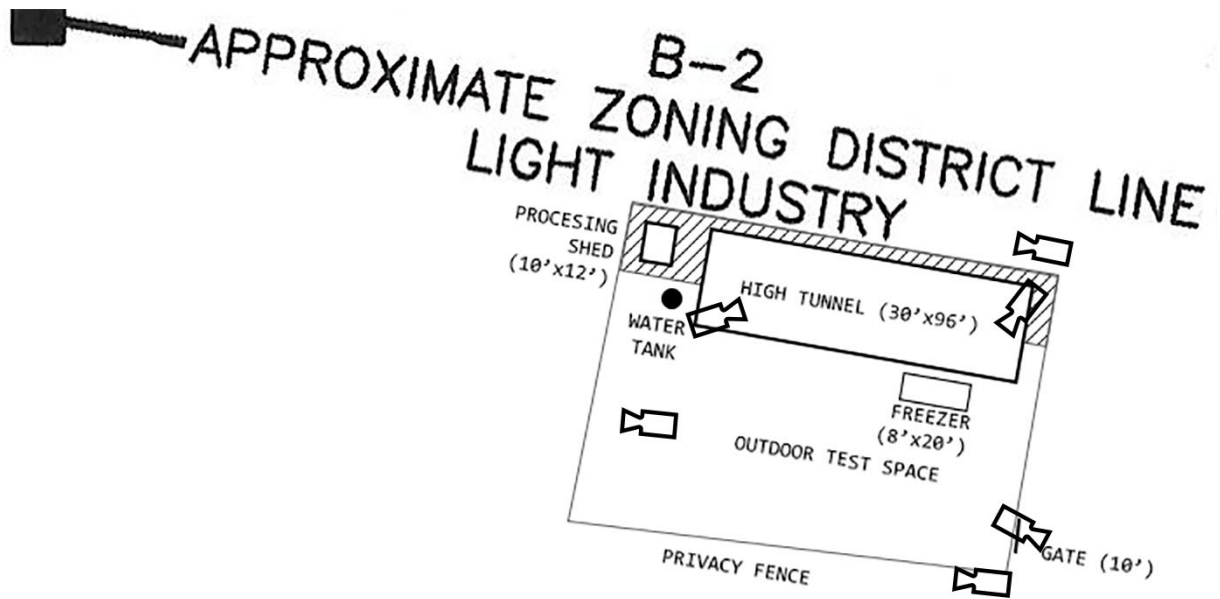
Plot Plan – 920 South Main St. Great Barrington, MA



Midori's
Garden
Site,
Year 1
Footprint

The site is located on land that is outside all identified wetlands and wetlands buffer areas (based on Plot Plan and GIS data). It is also positioned, behind our residence, in a way where is it not visible from the road.

Site Plan - Year 1

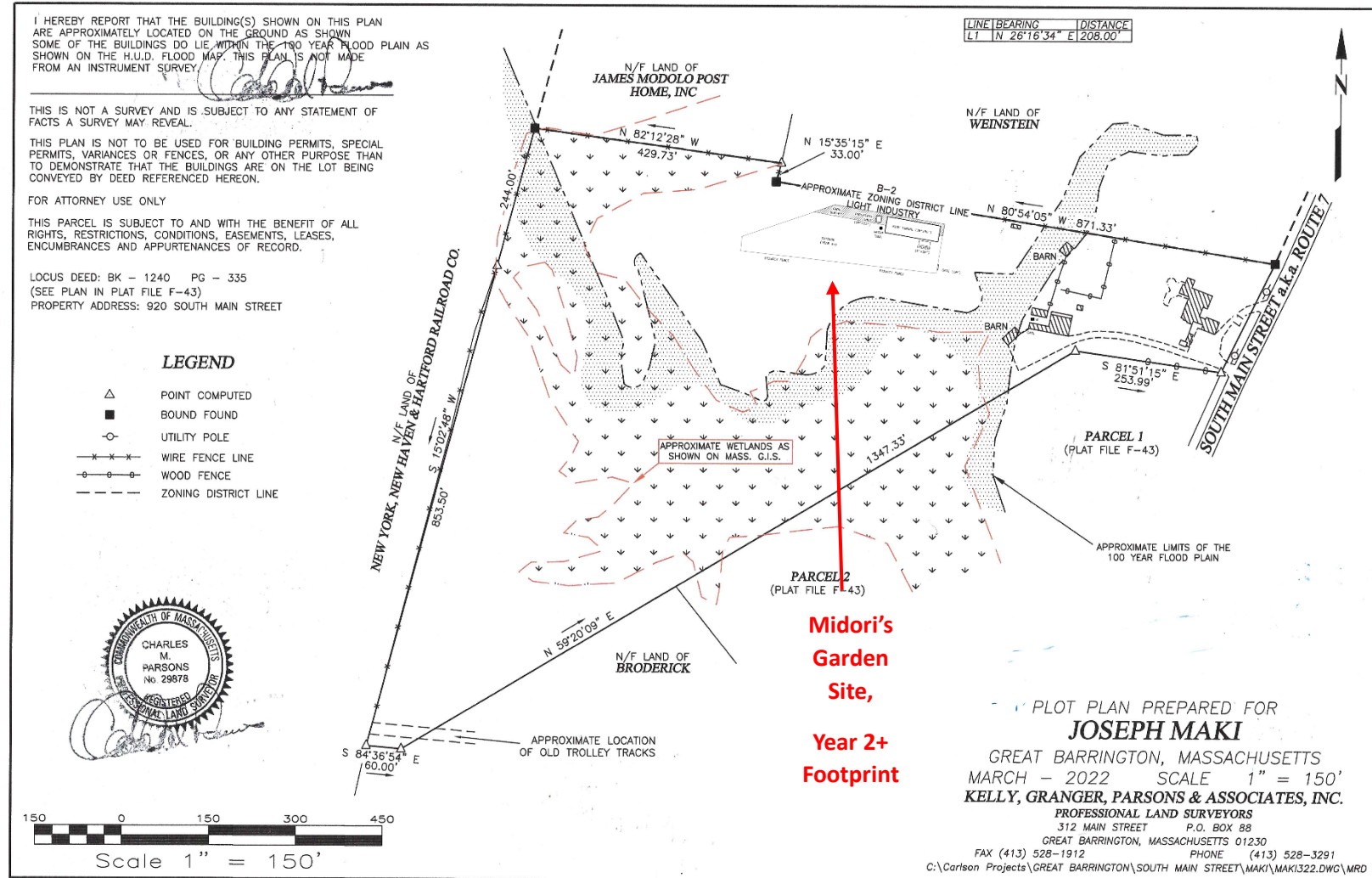


In Year 1, an area of 82 ft. by 136 ft will be fenced-in as the business site.

Security cameras will be installed as shown.

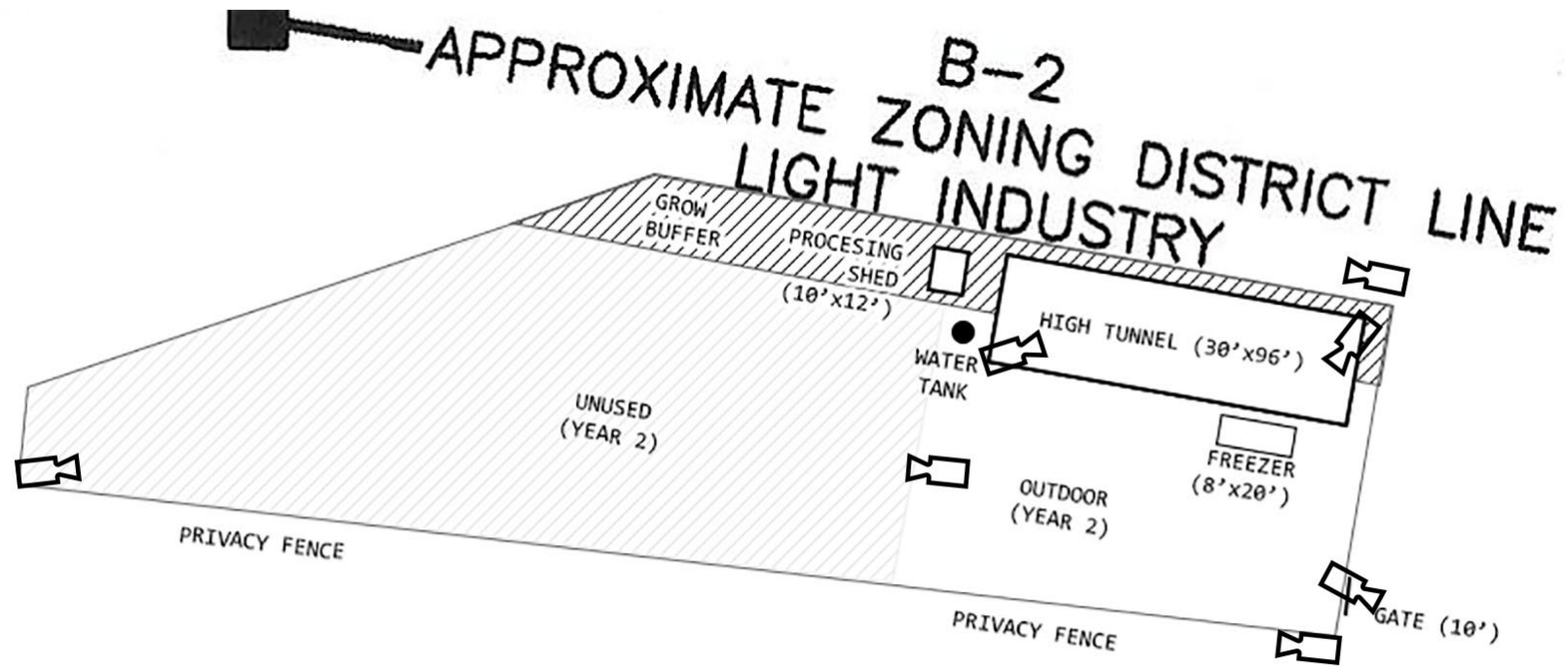
Plot Plan

(with Year 2 Site Plan)



In Year 2, the site will expand in the same location to an area of roughly 82 ft by 320 ft. This is the final site footprint.

Site Plan – Year 2 and beyond



Security cameras will be installed as shown.

In Year 3 and subsequent years, additional plants will be grown in the space labeled "unused Year 2", but the overall footprint will remain the same.

Street view of property



920 South Main St has ~200 ft of frontage. Our residence blocks the view into the rear of the property. Therefore, the proposed site is blocked from public view.

Aerial view of site (facing Main St)

Our house



This site is located ~500 ft from Main St. There is also wooded area to the North (left side in this image) which blocks the view from abutters.

The Midori's Garden site will be fenced in per state and local regulations, and all cannabis cultivation and processing will be done within that area. However, other herbs and livestock are grown throughout this property, as part of our family farm- Gathered Waters.

Berkshire Southern District Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 270325
Document Type	: DEED
Recorded Date	: April 22, 2022
Recorded Time	: 03:23:10 PM
Recorded Book and Page	: 02773 / 91
Number of Pages(including cover sheet)	: 5
Receipt Number	: 65948
Recording Fee (including excise)	: \$3,119.00

MASSACHUSETTS EXCISE TAX
Southern Berkshire ROD 001
Date: 04/22/2022 03:23 PM
Ctrl# 012925 30417 Doc# 00270325
Fee: \$2,964.00 Cons: \$650,000.00

Berkshire Southern District Registry of Deeds
Michelle Laramée-Jenny, Register
334 Main Street, Suite 2
Great Barrington, MA 01230-1894
413-528-0146
<http://www.masslandrecords.com/BerkSouth/>

QUITCLAIM DEED

I, **JOHN J. BRODERICK, JR.**, being married to Donna L. Broderick, of Great Barrington, Berkshire County, Massachusetts, for consideration paid in the amount of Six Hundred Fifty Thousand and No/100 Dollars (\$650,000.00), grant to **JOSEPH WALTER MAKI and MICHELLE A. MAKI**, husband and wife, as Tenants by the Entirety, now of 920 South Main Street, Great Barrington, MA 01230 with **QUITCLAIM COVENANTS**, the land in the Town of Great Barrington, Berkshire County, Commonwealth of Massachusetts, bounded and described as follows:

Locus: 920 South Main Street, Great Barrington, Massachusetts

PARCEL I:

A certain parcel of land located on the westerly of Route 7, in Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at a point in the assumed westerly side line of said roadway in line of land now or formerly of one Stockfisch, said point being the northeasterly corner of the premises hereby conveyed; thence westerly along the southerly line of said Stockfisch to a point in the southwesterly corner of said Stockfisch; thence northerly in line of land now or formerly of said Stockfisch 36 feet to a point in line of land now or formerly of The James A. Modolo Post Home, Inc.; thence westerly along the southerly line of said James A. Modolo Post Home, Inc., to a point in the line of land now or formerly of the New York, New Haven and Hartford Railroad Company; thence southerly along land now or formerly of said New York, New Haven and Hartford Railroad Company 244 feet to a point in line of other land now or formerly of the grantors herein, said point being also the southwesterly corner of the premises hereby conveyed; thence easterly along said grantors' roadway, said point being also the southwesterly corner of the premises hereby conveyed; thence northerly along the westerly side line of said roadway 208 feet to the point of beginning.

PARCEL II:

All that certain piece or parcel of land situated on the westerly side of Route 7, Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe to be set, said pipe being N 81° 51' 15" W a distance of 253.99 feet from an iron pipe to be set in the westerly sideline of said Route 7, said point being in line of other land of John J. Broderick & J. Suzanne Broderick and the northeast corner of the parcel herein described.

Running thence S 59° 20' 09" W a distance of 1347.33 feet along other land of Barbara N. Broderick (Lots 1 & 2) to an iron pipe to be set;

Running thence N 84° 36' 54" W a distance of 60.00 feet along other land of Barbara N. Broderick to an iron pipe to be set in line of land of now or formerly of the New York / New Haven / Hartford Railroad Company;

Running thence N 15° 02' 48" E a distance of 853.50 feet along land now or formerly of the New York / New Haven / Hartford Railroad Company to an iron pipe found, said pipe being southwest corner of land of said J. & J. S. Broderick;

Running thence S 81° 51' 15" E a distance of 1007.26 feet along said land of John J. Broderick & J. Suzanne Broderick to the point and place of beginning, containing 10.343 acres of land.

The above described premises are conveyed subject to:

1. Easement to Massachusetts Electric Company, recorded in the Southern Berkshire Registry of Deeds in Book 391, Page 831, insofar as said easement affects the premises.
2. Easement to Quinnehtuc Company, insofar as said easement affects the premises.
3. Drainage easement to the Town of Great Barrington, insofar as said easement affects the premises.
4. Easement to Pittsfield Electric Company, insofar as said easement affects the premises.

Meaning and intending to convey and hereby conveying the same premises as Parcel 4 on map entitled "Plan of Land Surveyed for Barbara N. Broderick, In Great Barrington, Massachusetts, March - 1990, Sale 1" = 80'" prepared by Kelly, Granger, Parsons and Associates, Inc., of Great Barrington, Mass., recorded in the Southern Berkshire Registry of Deeds in Plat File F-43.

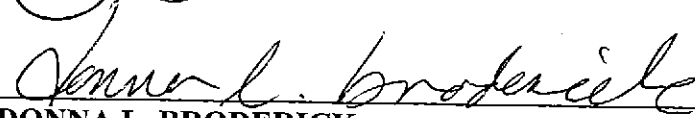
Being all and the same premises conveyed to the Grantor herein by deed of John J. Broderick, Jr. and J. Suzanne Broderick, dated May 29, 2001 and recorded at the Southern Berkshire Registry of Deeds in Book 1240, Page 335.

I, Donna L. Broderick, being married to John J. Broderick Jr. (Grantor) hereby release any rights I may have in Homestead.

The Grantor herein releases all rights of homestead and other interest in the premises, and affirms there are no other persons entitled to the protection of the homestead act.

Witness my hand and seal this 20th day of April, 2022.


JOHN J. BRODERICK, JR.


DONNA L. BRODERICK

COMMONWEALTH OF MASSACHUSETTS


Berkshire, ss.

On this 20th day of April, 2022, before me, the undersigned notary public, personally appeared, **JOHN J. BRODERICK, JR. and DONNA L. BRODERICK**, who both proved to me through satisfactory evidence of identification, being (check whichever applies):

☐ driver's license or other state or federal government document bearing a photographic image,

☐ oath or affirmation or a credible witness known to me who knows the above signatory, or

☒ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Louis J. Oggiani, Notary Public
My commission expires: 7/31/2026



Louis J. Oggiani
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
7/31/2026

**PURCHASE AND SALE AGREEMENT
FOR MASSACHUSETTS REAL ESTATE**

This PURCHASE AND SALE AGREEMENT (this “Agreement”) is made on this 21st day of September, 2023, by and between the **Town of Great Barrington**, a Massachusetts municipal corporation, acting by and through its Selectboard, having an address of 334 Main Street, Great Barrington, Massachusetts 01230, as “Seller,” and **WDM Properties, LLC**, a Massachusetts limited liability company, acting through its Manager, David G. Carver, having an address of 37 Main Street, North Adams, Massachusetts 01227, as “Buyer.”

1. Premises. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, a parcel of land with any and all improvements thereon, at 207 Pleasant Street, in the Village of Housatonic within the Town of Great Barrington, Berkshire County, shown as Map 1, Parcel 165A of the Great Barrington Assessors’ Maps, and further described deeds recorded with the Southern Berkshire Registry of Deeds (the “Registry”) in Book 101, Page 496; Book 133, Page 413; Book 155, Page 445; Book 193, Page 354; Book 194, Page 378; and, Book 200, Page 29; and shown as Lot A on Plat P-109 recorded in the aforesaid Registry (the “Premises”).
2. Title. Said Premises are to be conveyed by a quitclaim deed running to Buyer, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except: (a) A Development Agreement, as set forth more particularly in Section 15 herein.
3. Purchase Price. The total purchase price for the Premises is ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) to be paid in full at time of Closing.
4. Deed; Plan. Seller shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, Buyer shall deliver such plan in form adequate for recording or registration.
5. Date of Closing. Such deed is to be delivered within one hundred twenty (120) days of the last signature date on this Agreement at the office of the Town of Great Barrington, 334 Main Street, Great Barrington, MA 01230. It is agreed that time is of the essence of this Agreement.
6. Possession and Condition of Premises. Full possession of said Premises free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) in the same condition as they now are, reasonable use and wear thereof excepted, (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Section 4 hereof. Buyer shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Section.
7. Extension to Perfect Title or Make Premises Conform. If Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then this Agreement shall terminate and all obligations of the parties hereto shall cease and this

Agreement shall be void without recourse to the parties hereto, unless Seller, in its sole and absolute discretion, elects to use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event Seller shall give written notice thereof to Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. In no event, however, shall reasonable efforts require Seller to expend more than \$2,500, including attorneys' fees.

8. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time Seller shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then all obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

9. Buyer's Election to Accept Title. Buyer shall have the election, at either the original or any extended time for performance, to accept such title as Seller can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case Seller shall convey such title.

10. Acceptance of Deed. The acceptance and recording of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

11. Insurance. Until the delivery of the deed, Seller shall maintain insurance on the Premises as it presently has.

12. Liability of Trustee, Shareholder, Fiduciary. If Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

13. Representations and Warranties. Buyer acknowledges that Buyer has not been influenced to enter into this transaction nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either Seller or the Broker(s): NONE.

14. Brokers. The Buyer and Seller each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction and was not directed to the other as a result of any services or facilities of any real estate broker. The Buyer and Seller agree to defend and indemnify the other against and hold the other harmless, to the extent permitted by law, from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against the other by any broker in connection with this transaction. The provisions of this Section shall survive the delivery of the deed.

15. Development Agreement. Seller shall convey the Premises to Buyer subject to the Development Agreement attached hereto as Exhibit A and incorporated herein, which the parties shall execute at the closing and record immediately after the recording of the deed and prior to any

mortgages. Said Development Agreement shall govern the development of the Premises and require, among other things, the following mandatory terms:

- (a) *Construction Obligation*: Buyer shall, at its sole cost and expense, complete the renovation of the building so that it will constrain 10 two-bedroom residential apartments;
- (b) *Affordable Housing Purposes*: The Premises shall be used in perpetuity for housing for households earning no more than a hundred percent (100%) of the area median income for the Town of Great Barrington, as defined by the United States Department of Housing and Urban Development ("HUD"), adjusted for household size as set forth in the Development Agreement;
- (c) *Services*: Buyer *may be* required by Seller to engage the services of a monitoring agent acceptable to the Seller to market the Units to be constructed and conduct lotteries to find Eligible Households.

16. Contingencies. The obligation of each party to close is subject to the satisfaction at or before the closing of all of the following conditions:

- (a) *Development Agreement*: Buyer and Seller shall execute and record the Development Agreement attached hereto as Exhibit A;
- (b) *Disclosure*: Buyer shall have complied with the disclosure provisions of G.L. c.7C, §38
- (c) *Permits*: Buyer shall have obtained all permits, approvals, licenses and the like, with appeal periods having expired without any appeal being filed, or if filed, the final adjudication of such appeal pursuant to a final court order without further appeal (collectively, the "Permits") from all federal, state and local authorities necessary to construct the Units on the Premises;
- (d) *Compliance*: Compliance by the Buyer and Seller with any other requirements of Massachusetts General or Special laws relative to the disposition of real property by the Seller, and Buyer and Seller agree to diligently pursue full compliance with said laws; and
- (e) *Execution of Documents*: The parties shall execute and deliver the LDA at the closing and any and all other documents required to effectuate this conveyance.

17. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed properly given upon the earlier of: (1) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; (iii) actual receipt, or (iv) confirmed facsimile transmission (provided such facsimile notice is promptly followed by other acceptable means of sending notice), addressed:

Seller: Town of Great Barrington
Selectboard
334 Main Street
Great Barrington, MA 01230
Telephone: (413) 528-1619

With a copy to: Counsel to the Town of Great Barrington
KP Law, PC
101 Arch Street
Boston, MA 02110
Telephone: 800-548-3522

Buyer: WDM Properties, LLC
David G. Carver, Manager
37 Main Street
North Adams, Massachusetts 01227
Telephone: (413) 884-4939

With a copy to: Dennis G. Egan, Jr., Esq.
Cohen Kinne Valicenti & Cook
28 North Street, Third Floor
Pittsfield, MA 01201
Telephone: (413) 553-0411
degan@cohenkinne.com

By such notice, either party may notify the other of a new address, in which case such new address shall be employed for all subsequent deliveries and mailings. Notice may be given by the attorney for one party to the attorney for the other party.

18. Title or Practice Standards. Any title or practice matter which is a subject of a title or practice standard of the Real Estate Bar Association for Massachusetts shall be governed by said title or practice standard to the extent applicable, unless otherwise specifically stated in this Agreement. It is understood and agreed by the parties that, without limitation, the Premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises;
- (b) title to the Premises is insurable, for the benefit of the Buyer, by a title insurance company acceptable to the Buyer, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use;

- (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and
- (d) the Premises shall abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located.

19. Hazardous Materials. Buyer acknowledges that Buyer has not been influenced to enter into this transaction and that it has not relied upon any warranties or representations not set forth in this Agreement. Buyer represents and warrants that it or its agents have conducted a full inspection of the Premises, and based upon Buyer's investigation, Buyer is aware of the condition of the Premises and will accept the Premises "AS IS". Buyer acknowledges that Seller has no responsibility for hazardous waste, oil, hazardous material or hazardous substances, as those terms are defined by any applicable law, rule or regulation, including, without limitation, the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act, M.G.L. c. 21E, the Massachusetts Hazardous Waste Management Act, M.G.L. c. 21C, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq. (herein collectively referred to as "Hazardous Waste") on, in, under or emitting from the Premises or for any other condition or defect on the Premises. The provisions of this paragraph shall survive the delivery of the deed.

20. Taking. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises by eminent domain by an entity other than the Seller, then at Buyer's option, this Agreement may be terminated and, in such event, Buyer and Seller agree that all obligations under this Agreement and any other agreements between Buyer and Seller with respect to the Premises shall also be terminated and all damages paid for such taking shall be paid to the Seller.

21. Cooperation. The Seller agrees to use reasonable efforts to assist the Buyer in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Premises, but the Buyer acknowledges that the Seller has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees waived.

22. Assignment. Buyer shall not assign this Agreement or any of its rights hereunder without prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion.

23. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price paid at the Date and Time of Closing and at the Place of Closing. Unless the Closing takes place at the appropriate Registry of Deeds, all documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land.

24. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit,

explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

25. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty (60) days of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission.

26. Governing Law. This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

27. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both Seller and Buyer.

[Signature Page Follows]

Executed as a sealed instrument as of the date first above written.

WDM Properties, LLC

By: 

Name: David G. Carver

Title: Manager

Town of Great Barrington

By its Selectboard

_____,
Stephen Bannon, Chairman

Leigh S. Davis

Benjamin Elliott

Eric Gabriel

Garfield C. Reed

314342/1177-054/DGE

Exhibit A

Development Agreement

Premises:
207 Pleasant Street
Great Barrington, MA 01230

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into on this 21st day of September, 2023 (the “Effective Date”), by and between the **Town of Great Barrington** (the “Town”), a Massachusetts municipal corporation, acting by and through its Selectboard, having an address of 334 Main Street, Great Barrington, Massachusetts 01230, and **WDM Properties, LLC** (“WDM”), a Massachusetts limited liability company, having an address of 37 Main Street, North Adams, Massachusetts 01227.

Whereas, on or about January 26, 2022, the Town issued a request for proposals (the “RFP”), seeking to transfer a parcel of land and the improvements thereon located at 207 Pleasant Street, in the Village of Housatonic within the Town of Great Barrington, Berkshire County, shown as Map 1, Parcel 165A of the Great Barrington Assessors’ Maps (the “Property”), and further described in deeds recorded with the Southern Berkshire Registry of Deeds (the “Registry”) in Book 101, Page 496; Book 133, Page 413; Book 155, Page 445; Book 193, Page 354; Book 194, Page 378; and, Book 200, Page 29; and shown as Lot A on Plat P-109 recorded in the aforesaid Registry;

Whereas, WDM submitted a proposal dated June 9, 2022 (the “Proposal”) in response to the RFP, proposing to renovate the Premises into a multiple-unit apartment building, with a minimum of eight (8) two-bedroom residential apartments (the “Units”), with storage and related accessory space and subject to an affordability restriction (as more particularly set forth herein, the “Project”), and was chosen as the successful proposer;

Whereas, the Town has conveyed the Property to WDM by a deed recorded with the Registry of even date herewith in Book _____, Page _____, for consideration of One Thousand Dollars (\$1,000.00); and

Whereas, the Units are to be rented to Eligible Households as defined herein

Whereas, in consideration of conveyance of the Property for nominal consideration and the Town’s commitment of \$650,000 for the purpose of re-roofing the building on the Property and making other improvements to and/or preserving the exterior building envelope, all for purposes of the Project (the “Town’s Contribution”), WDM hereby agrees to develop the

Property and to undertake, at its cost and expense, all the work that is required to be done under this Agreement and to construct, develop and complete the Project; and

Whereas, the Town and WDM intend to set forth herein the terms and conditions that will govern the use and development of the Property;

Now, Therefore, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. RIGHT OF ENTRY

WDM acknowledges and accepts that the Property has been conveyed to WDM subject to a Condition Subsequent, reserving to the Town a Right of Entry, which the Town may exercise if WDM:

- (a) fails to commence construction of the Project by December 1, 2023, with such commencement being defined as the beginning of physical work at the Property for the development of the Project as specified in a written notice from WDM to the Town and confirmed by the Town's Inspector of Buildings ("Commencement of Construction");
- (b) fails to complete said construction within twelve (12) months from Commencement of Construction;
- (c) fails to rent the Units to persons or households earning no more than one hundred percent (100%) of the area median income ("AMI") (an "Eligible Household") , as further defined in Section III, herein, within twenty-four (24) months from Commencement of Construction.
- (d) conveys, sells or otherwise transfers the Property or any portion thereof to persons other than an Eligible Household, or assigns its interest under this Agreement (as set forth more particularly in Section V(K)); or,
- (e) fails to use the Property for the affordable housing purposes specified herein, or uses the Property for other than such purposes.

The Town may, in its reasonable discretion, extend the time for performance under this condition if WDM fails to perform its obligations hereunder within the time periods set forth above for reasons beyond WDM's reasonable control, provided that WDM requests an extension in writing no later than thirty (30) days prior to the expiration of the applicable performance period and gives detailed reasons for the delay; in no event shall any extension exceed six (6) months from the applicable original performance date. For purposes of the dates above, it is agreed that commencing of construction shall mean a building permit for the construction shall have issued, and the completion of construction shall mean a final certificate of occupancy has issued for the Project.

The Town shall provide sixty (60) days' written notice to WDM of its intent to exercise its Right of Entry. If, at the end of such notice period, WDM has not commenced construction, completed the construction, and/or rented the Units as required herein or cured the applicable effect, failure or prohibited act, in the Town's reasonable discretion, the Town may reenter the Property and retake all rights, title, interest and possession in and to the Property by executing and recording a certificate of entry with the Registry. Notwithstanding the provisions of anything herein to the contrary, upon recording said certificate of entry, title to the Property and any improvements thereon shall revert to and vest in the Town without any necessity for suit and without the necessity of a deed from WDM to the Town. Such Right of Entry shall be in addition to any other rights or remedies the Town may have for a breach or default under this Agreement.

II. DEVELOPMENT AGREEMENT

WDM agrees, for itself and its successors and assigns, and in consideration of the conveyance of the Property at the Purchase Price, which it acknowledges is less than the full and fair market value of the Property, and the Town's Contribution, to develop the Property and to undertake, at its sole cost and expense, all the work that is required to be done under this Agreement to construct, develop and complete the Project (hereinafter referred to as the "Work") as follows:

A. Construction Obligations

1. Construction of Project and Units: WDM shall, at its sole expense, prepare plans and specifications for the Project and construction of the Units on the Property, showing the location, design, layout and size of the buildings, the Units, the landscaping, and all other improvements. The plans and specifications shall be submitted to the Town for the Town's approval (the "Approved Plans"). The Town shall not withhold approval unreasonably, and in the event of disapproval, the Town shall give WDM an itemized statement of reasons for disapproval within forty-five (45) days after the plans and specifications are submitted to the Town. WDM shall use reasonable efforts to cause such items to be appropriately revised and resubmit the same to the Town for approval pursuant to this Section. If no response is received from the Town within said forty-five (45), the plans and specifications shall be deemed approved by the Town. WDM shall construct the Units and perform the Work in accordance the Approved Plans. WDM agrees not to make any material changes or revisions to the Work or the improvements as described in the RFP, the Proposal, and the Approved Plans during the course of construction without having obtained the Town's prior written approval, which approval shall not be unreasonably withheld.

2. Construction Schedule: WDM shall commence the Work within thirty (30) days from the Effective Date and complete the Work within twelve (12) months from Commencement of Construction, all in accordance with the terms of this Agreement. Failure to do so shall entitle the Town to exercise its Right of Entry. For purposes of this Section, WDM shall be deemed to

have completed the Work upon obtaining a final Certificate of Occupancy for the Project. WDM shall use good faith efforts to commence and complete the Project with due diligence.

The Town shall provide WDM and its contractors reasonable access from Pleasant Street on and across portions of the adjacent property at 1064 Main Street, Housatonic, also known as the Housatonic Community Center, as access to the construction site.

3. Quality of Work: WDM shall have obtained all the permits and approvals necessary to construct and operate the Project on the Property before undertaking any Work, and shall cause all the Work to be performed in a good and first-class workmanlike manner and employing materials of good quality and in accordance with the Approved Plans and all applicable laws, ordinances, codes and regulations.

4. Liens: WDM shall not permit any mechanic's liens or similar liens to remain upon the Property for labor and materials furnished to WDM in connection with the Work or any other work of any character performed by or at the direction of WDM, and shall cause any such lien to be released of record without cost to the Town pursuant to the terms of this Agreement, by satisfaction and discharge of such lien or release of such lien by bond.

5. Indemnification: WDM shall comply with the requirements of all laws, codes, rules and regulations applicable to the Work and the Project. WDM shall defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries to persons (including death) and damages related to the Work, the condition of the Property, or any act or omission of WDM, its contractors, licensees, agents, servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under WDM. This shall not be construed as a limitation of WDM's liability under the Agreement or as otherwise provided by law.

B. Financial Obligations

1. Construction Loan: With the exception of the Town's Contribution, WDM shall be responsible for obtaining all the financing necessary to finance the construction and completion of the Project. Any construction or other loan ("Construction Loan") that is secured by a mortgage on the Property ("Construction Mortgage") shall be subordinate and subject to this Agreement, and shall be recorded after this Agreement. WDM shall perform all of WDM's obligations under the Construction Loan, including WDM's covenants to make payments when due. WDM shall cause the holder of the Construction Mortgage (the "Lender") to give at least sixty (60) days prior written notice to the Town, by registered mail, of the Lender's intention to foreclose upon the Construction Mortgage or to accept a conveyance of the Property in lieu of foreclosure, in which event the Town shall have the right, but not the obligation, to cure whatever default(s) have entitled the Lender to issue the foreclosure notice, subject to appropriation. WDM shall pay or cause to be paid all taxes, assessments and other charges, fines

and impositions attributable to the Property, which may attain a priority over the Construction Mortgage.

2. In lieu of a performance bond provided to the Town, WDM shall utilize its own equity financing prior to drawing on the Town's Contribution. The amount of equity shall be substantially as set forth in the Proposal from WDM to the Town dated June 9, 2022. The Town shall provide the Town's Contribution on a reimbursement basis with terms to be set forth in a Grant Agreement (the "Grant Agreement") with WDM.

3. Affordable Housing: WDM agrees that the Units shall be subject to an affordable housing restriction as set forth herein.

4. Rental of Units: WDM shall rent the Units only to persons or households who would qualify as an Eligible Household.

5. Marketing: WDM agrees to market the Units for the affordable housing purposes of the Project.

C. Use of Property

1. Use and Maintenance: For so long as WDM owns the Property, WDM shall use the Property for the affordable housing purposes set forth in this Agreement, and shall maintain the Units and other improvements thereon, if any, in good order, condition and repair.

2. Access Easement or Agreement: The Town and WDM shall enter into an agreement that secures WDM and its tenants the right to enter on, across, and through portions of the adjacent property at 1064 Main Street, Housatonic, also known as the Housatonic Community Center, to access the Project.

3. Easement: WDM acknowledges that the Town will require, and in the deed to WDM will retain, an electric utility easement in, across and under the Property for the benefit of the Town's Community Center and the public park, both of which are adjacent to the Property.

4. Insurance: WDM agrees to maintain the following insurance:

(a) *Property Insurance*: WDM shall continuously maintain in full force, for the term of this Agreement, a policy of comprehensive casualty and property damage insurance, insuring the Property and all improvements thereto in an amount equal to at least one hundred percent (100%) of the replacement costs thereof, under which, until the completion of the Work, the Town shall be named as additional insured and under which the insurer agrees to defend, indemnify and hold the Town harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages related to the Work, the condition of the Property, or any act or omission of WDM, its contractors, licensees, agents,

servants, employees, customers, invitees, guests or visitors, or anyone claiming by, through or under WDM, or failure to comply with the provisions of this Agreement or with applicable laws in connection with the exercise of the rights and obligations of WDM hereunder, in the broadest form of such coverage from time to time available in Massachusetts. WDM shall submit to the Town, at least five days before the Commencement of Construction, and no less often than annually thereafter, and at any other time upon the request of the Town, evidence of such insurance coverage satisfactory to the Town.

(b) *Liability Insurance:* WDM shall carry comprehensive public liability insurance in the minimum amount of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate with property damage liability insurance in limits of \$1,000,000.00/occurrence, \$3,000,000.00/aggregate.

(c) *Builder's Risk:* During the period of any construction or structural alteration of the Property or the construction of the Units, WDM shall also keep in full force and effect, at its sole cost and expense, "Builder's All Risk" insurance against loss or damage on a completed value non-reporting basis from such hazards and in such amounts as the Town may reasonably require.

(d) *Insurance Carried by Contractors:* During the period of any construction or structural alteration of the Property or the construction of the Units, WDM shall also require the general contractor for the Work to maintain (i) for the benefit of WDM and the Town, as additional insureds, commercial general liability insurance, including products and completed operations coverage, against any claims for bodily injury, death and property damage occurring upon, in or about the Property and on, in and about the adjoining sidewalks and passageways during the performance of the Work for at least One Million Dollars (\$1,000,000.00) per occurrence and, Two Million Dollars (\$2,000,000.00) General Aggregate; (ii) worker's compensation in amounts required by state statute; (iii) employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000.00); and (iv) automobile liability insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired or non-owned, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit.

(e) *Evidence of Insurance:* All policies shall name the Town as an additional insured and shall be so written that the Town shall be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. WDM shall submit to the Town certificates of insurance for all the policies required to be maintained by WDM hereunder, which certificates shall show at least the coverage and limits of liability specified herein and the expiration date.

(f) *Acceptable Insurers:* All insurance required hereunder shall be underwritten with an insurance company or companies with an AM Best Rating of A-1 or better, licensed to write such insurance in the Commonwealth of Massachusetts and reasonably acceptable to the Town.

(g) *Termination*: All responsibility of WDM under this Section shall terminate upon completion of the Work and issuance of a final certificate of occupancy for the Project.

5. Obligation to Restore: In the event that any damage or destruction of the Property or any part thereof occurs as a result of fire or other casualty during the term of this Agreement, WDM shall be responsible for the restoration of the Property to the extent of its insurance proceeds, provided, however, that if such damage or destruction is caused as a result of the gross negligence or willful act or omission of WDM, or of any of its employees or agents, WDM shall be responsible for the full restoration of the damaged or destroyed Property regardless of the cost thereof or the available insurance proceeds, until such time as WDM has completed construction of the Work and obtained a final certificate of occupancy for the Project.

III. AFFORDABLE HOUSING PROVISIONS

A. Affordable Housing Restriction: The Property shall be used for affordable housing purposes in perpetuity. The Units may only be rented to persons or households earning no more than one hundred percent (100%) of the area median income ("Eligible Household"), as determined by the United States Department of Housing and Urban Development ("HUD") and applicable to the Town of Great Barrington. The area median income ("AMI") calculations that shall be used are those as defined by the HUD income limit documentation system and are updated annually. For reference, Great Barrington is included within HUD area called the "Berkshire County, MA (part) HUD Metro FMR Area," and the 2023 AMI is \$101,500. Unit rents including tenant utility costs shall not exceed 30 percent of the Eligible Household's income.

WDM shall rent the Units and operate the Project in a manner ensuring that each Unit will stay affordable in perpetuity. These restrictions are affordable housing restrictions, as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, §§26, 31, 32 and 33, and shall also be an "other restriction" held by a governmental body, as that term is used in G.L. c. 184, §26, such that the restrictions shall be enforceable for their full term and not be limited in duration by any contrary rule or operation of law, and in any event shall be enforceable for at least ninety-nine (99) years. Such restrictions shall be for the benefit of the Town. The Town shall be deemed to be the holder of the affordable housing restriction created by the deed to WDM and the covenants and restrictions therein.

B. Marketing Plan: WDM shall market the Units and shall conduct a tenant selection process in accordance with an affirmative fair marketing plan approved by the Town.

C. Reporting and Statement of Compliance: Upon the initial rental of each Unit WDM shall submit to the Town a written report confirming the rental and the renter's compliance with the Eligible Household standard set forth herein. Upon the last initial rental to occur, and annually thereafter, WDM shall submit to the Town a written report confirming the rental of the Units and each renter's compliance with the Eligible Household standard.

D. No Discrimination: Neither WDM nor the Town shall discriminate on the basis of race, creed, color, sex, age (except as permitted by law in senior housing communities), handicap, marital status, national origin, or any other basis prohibited by law in the selection of tenants for the Units; and WDM shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

IV. DEFAULT

If, prior to the expiration of this Agreement,

A. WDM shall have failed to observe or perform any of WDM's covenants, agreements, or obligations set forth in this Agreement within thirty (30) days following receipt of written notice from the Town specifying such failure (or if such failure or violation cannot be cured within said thirty (30)-day period, to commence to cure the same within said period and diligently to proceed thereafter to complete such curing, but in no event later than sixty days (60) from the date of the Town's notice);

B. WDM shall have failed, after all applicable cure periods, to observe or perform any of its covenants or obligations under the Construction Mortgage;

C. WDM shall have sold, assigned, exchanged, mortgaged or otherwise transferred the Property or any portion thereof (other than the Construction Mortgage to secure the Construction Loan) or transferred its interests under this Agreement without the Town's prior written consent prior to the completion of the Project (as set forth more particularly in Section V(K);

D. There shall have issued any execution or attachment against WDM or any of WDM's property pursuant to which the Property shall be taken or occupied or attempted to be taken or occupied, provided WDM is first provided an opportunity to cure the same within sixty (60) days unless extended by agreement of the parties; or

E. WDM shall have filed a voluntary petition, or there shall have been filed against WDM an involuntary petition, in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of WDM, or the filing by WDM of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act, or any other present or future applicable federal, state, or other statute or law, or the assignment by WDM for the benefit of creditors, or appointment of a trustee, receiver, or liquidator of all or any part of the assets of WDM, and within one hundred twenty (120) days after the commencement of any such proceeding against WDM, such proceeding shall not have been dismissed, or if, within one hundred twenty (120) days after the appointment of any trustee, receiver, or liquidator of WDM or of all or any part of

WDM's property, without the consent or acquiescence of WDM, such appointment shall not have been vacated or otherwise discharged;

the Town shall have the right (i) to exercise its Right of Entry, if applicable, and/or (ii) to exercise any and all rights and remedies available to it, under law or in equity, including actions and proceedings to compel specific performance and money damages.

V. GENERAL PROVISIONS

A. Access: WDM shall permit the Town and its agents to enter the Property, including, without limitation, the Units, at any reasonable time, from time to time, to inspect the Property and to ensure compliance with the provisions of this Agreement, provided, however, that the Town provides WDM at least forty-eight (48) hours' prior notice thereof, except in the event of emergency, in which case notice shall be given as soon as practicable.

B. Compliance with Laws: WDM shall carry out the Project in compliance with all applicable federal, state and local laws, codes, ordinances, rules and regulations and with all necessary permits.

C. Development Costs: WDM shall be solely liable for all costs incurred in construction of all the Work required under this Agreement to develop the Project on the Property except for the Town's financial obligations as provided for in the Grant Agreement. The Town assumes no responsibility or obligation whatsoever for the development of the Property by WDM, and WDM hereby agrees to indemnify and hold the Town harmless from any loss or damage arising from the development of the Property.

D. Cooperation: The Town agrees to use reasonable efforts to assist WDM in obtaining any and all permits, licenses, easements and other authorizations required by any governmental authorities with respect to any construction or other work to be performed on the Property, but WDM acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or that fees will be waived.

E. Indemnification: WDM agrees to defend, indemnify, and hold the Town and its officers and employees harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town by reason of this Agreement, except to the extent that the same is caused by the negligence or willful misconduct of the Town or its employees or agents. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

F. Environmental: WDM shall comply with all state and federal environmental laws and shall defend, indemnify, and hold the Town harmless from and against any and all liabilities, losses, costs, expenses (including attorneys' fees), causes of action, suits, claims, damages, demands, judgments or expenses from any and all claims, actions, or suits of any nature whatsoever that may be imposed upon, incurred by, or asserted against the Town arising from any release or threat of release of any hazardous materials which are placed, released or disposed on, in or under all or any portion of the Property on or after the date of this Agreement.

G. Costs of Enforcement: In the event that the Town successfully takes enforcement or other legal proceedings to enforce this Agreement or to otherwise redress a breach of this Agreement by WDM, in addition to any other remedies to which the Town may be entitled, WDM shall pay to the Town forthwith any and all costs and expenses, including attorneys' fees, that are incurred in enforcing this Agreement or prosecuting any such proceedings.

H. Obligations and Rights and Remedies Cumulative and Separable: The respective rights and remedies of the Town and WDM, whether provided by this Agreement, or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times of any other such rights or remedies.

I. Notices: Any and all notices required herein shall be in writing and shall be deemed properly given upon the earlier of: (1) two business days after deposit with the United States Postal Service, if sent by registered or certified mail, return receipt requested, postage prepaid; (ii) one business day after deposit with an express courier service such as Federal Express; or (iii) actual receipt. All such notices will be delivered to the address specified above or such other address as the respective parties may designate in writing.

J. Waiver: The failure on the part of WDM or Town, as the case may be, to complain in any one or more cases of any action or non-action on the part of the other party, or to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements or conditions of this Agreement or to exercise any option contained herein, no matter how long the same may continue, shall never be deemed or construed to be a waiver by such party of any of its rights hereunder, or a relinquishment for the future of any such provision, covenant, agreement, condition or option. Further it is covenanted and agreed that no waiver at any time of any of the provisions hereof by WDM or the Town shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

K. Restrictions on Transfers and Junior Encumbrances: Until the Project has been completed in accordance with this Agreement, WDM shall not sell, assign, exchange, mortgage or otherwise transfer the Property or any portion thereof, other than the granting of the Construction Mortgage to secure the Construction Loan, or transfer its interests under this Agreement without the Town's prior written consent, which shall not be withheld unreasonably for any financing necessary to construct the Project. Any sale, assignment or other transfer of

the Property or any portion thereof, whether before or after the completion of the Project, shall be subject to the terms of this Agreement, and the buyer, assignee or transferee shall assume WDM's obligations under this Agreement in writing as if it were the original developer hereunder. Any attempted assignment or other transfer made contrary to this subsection shall be void.

L. Limitation on Liability: Notwithstanding anything in this Agreement to the contrary, neither party shall be liable to the other for consequential, incidental, or punitive damages.

M. Time of Essence: Time shall be of the essence hereof.

N. No Partnership: Nothing contained under this Agreement shall be construed to create a partnership or joint venture between the Town and WDM or to make the Town an associate in any way of WDM in the conduct of WDM's business, nor shall the Town be liable for any debts incurred by WDM in the conduct of WDM's business.

O. No Brokers: Each party warrants and represents to the other that it has had no dealings or negotiations with any broker or agent in connection with this Agreement. Each agrees to pay, and shall hold the other harmless and indemnified from and against, any and all costs, expenses (including without limitation counsel fees) or liability for any compensation, commissions and charges claimed by any broker or agent resulting from any such dealings by the indemnifying party with respect to this Agreement or the negotiation thereof.

P. Headings and Captions for Convenience Only: The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

Q. Term of Agreement: This Agreement and the restrictions and covenants contained herein shall be enforceable by the Town in perpetuity or for the longest period permitted by law, which in any event shall be for at least ninety-nine (99) years.

R. Binding: The terms of this Agreement shall be binding on the parties, and their respective successors, heirs and assigns. All covenants, agreements, terms and conditions of this Agreement shall be construed as covenants running with the land.

S. Entire Agreement of Parties; No Oral Agreement: There are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and undertakings, if any, between the parties hereto with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Agreement.

T. Governing Law: This Agreement shall be governed exclusively by the provisions of the laws of the Commonwealth of Massachusetts.

U. Recording: Upon execution, WDM shall immediately cause this Agreement and any amendments hereto to be recorded or filed with the Registry, and WDM shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, WDM shall immediately transmit to the Town evidence of such recording or filing including the date and instrument number, book and page, or registration number of this Agreement. The Agreement shall be recorded prior to the recording of any mortgages for the Property.


[signature page follows]

WITNESS the above execution hereof under seal as of the day and year first above written.

WDM Properties, LLC

Town of Great Barrington

By its Selectboard

By: 
Name: David G. Carver
Title: Manager

Stephen Bannon, Chairman

Leigh S. Davis

Eric Gabriel

Garfield C. Reed

Benjamin Elliott

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, member of the Selectboard of the Town of the Great Barrington, as aforesaid, proved to me through satisfactory evidence of identification, which was [a current driver's license] [a current U.S. passport] [my personal knowledge], to be the persons whose names are signed on the preceding instrument and acknowledged to me that he/she/they signed the foregoing instrument on behalf of said Town and Selectboard.

(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss

On this 17th day of October, 2023, before me, the undersigned Notary Public, personally appeared David G. Carver, who proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Manager of WDM Properties, LLC




(Official Signature and Seal of Notary)

317340/1177-054/DGE/9.21.2023



September 27, 2023

To: Great Barrington Select Board

From: W.E.B. Du Bois Sculpture Project

RE: Proposal for a Statue of W.E.B. Du Bois in front of the Mason Public Library

In September of 2022, a group of local citizens joined together to form the W.E.B. Du Bois Sculpture Project. Our goal was to help restore the condemned steps of the library and add seating, upon which we would place a life-size, bronze statue of our most famous native son.

This sculpture of W.E. B. Du Bois will celebrate not only his achievements in the fight for racial equality, but it will also acknowledge how Great Barrington—with its long abolitionist history and powerful commitment to public education—helped shape the man Du Bois became.

To this end, we organized a single-purpose, non-profit entity to fund the creation of this statue as a gift to the town. Working under the auspices of The Non-Profit Center of the Berkshires as our fiscal sponsor, we are raising funds to pay for the statue.

Our first move was to approach Great Barrington's Library Board of Trustees and ask for permission to erect the statue. They approved our request. We then placed a three-dimensional model of what the new library front would look like on display in the library so that visitors could comment on our proposal.

In June of this year, we issued a nationwide call for sculptors interested in the commission. We received 17 qualified applicants and selected three finalists whose models we publicized and displayed to the community for their input. In August, Richard Blake was selected by a jury of artists as our finalist. His model is now on display at the Mason Public Library.

This summer, we partnered with Town Hall to fund engineering drawings of the proposed new plaza. We also made several presentations to the Historic District Commissions. After considerable negotiations, we worked with the town to satisfy the HDC's request that all renovations meet their requirements. This was done and on September 21, 2023, we received a Certificate of Appropriateness from the HDC. Given those demands, it was decided that the town would apply for CPA funds to complete the required historic restoration of the library steps, railing, and lighting. The W.E.B. Du Bois Sculpture Project will fund the addition of stone benches and the full cost of the statue.

We now come to you, the Great Barrington Select Board, and ask that you accept this gift.

Sincerely,

Julie Michaels

Julie Michaels, Co-Chair

W.E.B. Du Bois Sculpture Project



