

Mark Pruhenski
Town Manager

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www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2900
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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, March 25th, 2024, at 5:00 PM

Please click this link to join the webinar:
Webinar ID: 860 4872 7526

<https://us02web.zoom.us/j/86048727526>
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: www.townofgb.org. Committee members and members of the public may attend this meeting in person or remotely. Instructions for remote access can be found at the top of this agenda. Every effort will be made to ensure that those attending remotely can access the proceedings in real time, via technological means.

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. SELECTBOARD'S TIME
3. CONVENE INTO EXECUTIVE SESSION (will return to open session)
 - a. Executive Session under MGL Chapter 30A, section 21(a)(3) for the following purpose:
To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares
 - i. **Anticipated Motion:** Move that the Board meet in executive session pursuant to MGL Ch. 30A sec. 21(a)(3) for the following purpose: To discuss strategy with respect to litigation, Housatonic Water Works Company rate increase petition to the Department of Public Utilities, DPU no. 23-65.
 - ii. Roll Call Vote
4. RE-CONVENE IN REGULAR/OPEN SESSION
5. APPROVAL OF MINUTES
 - a. Selectboard-Finance Committee Budget Meeting #3 February 13, 2024
 - b. Selectboard-Finance Committee Budget Meeting #4 February 14, 2024
 - c. Selectboard-Finance Committee Budget Meeting #5 February 20, 2024
 - d. Finance Committee FY25 Public Hearing and Selectboard-Finance Committee Joint Budget Meeting February 28, 2024

6. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS

7. TOWN MANAGER'S REPORT

- a. Housatonic Water Works
- b. Board, Committee, and Commission vacancies

8. LICENSES AND PERMITS

- a. Seasonal Club All Alcoholic Liquor License Renewal for Wyantenuck Country Club
- b. Application for One Day Liquor License, Beer & Wine – Jessica Eichstedt, Great Barrington Fish & Game Association – Benefit Shoot – 338 Long Pond Road, Housatonic on April 7, 2024 from 11:00 AM to 6:00 PM
- c. Application for One Day Liquor License, Beer & Wine – Jessica Eichstedt, Great Barrington Fish & Game Association – Wedding – 338 Long Pond Road, Housatonic on April 20, 2024 from 2:00 PM to 10:00 PM
- d. Application for One Day Liquor License, Beer & Wine – Jessica Eichstedt, Great Barrington Fish & Game Association – Graduation gathering – 338 Long Pond Road, Housatonic on June 8, 2024 from 11:00 AM to 6:00 PM
- e. Application for One Day Liquor License, Beer & Wine – Jessica Eichstedt, Great Barrington Fish & Game Association – Father's Day Lobster Shoot – 338 Long Pond Road, Housatonic on June 16, 2024 from 11:00 AM to 6:00 PM
- f. Application for Temporary Weekday Entertainment License – Karen Advokaat, Bard College at Simon's Rock – Ride and Drive (set route), vendors, food truck, and exhibition of Electric Vehicles – 84 Alford Road, Great Barrington on June 8, 2024 from 10am to 2pm
- g. Applications from Common or Garden Pub, 425 Park St., Housatonic for Common Victualler and Automatic Amusement Device Licenses

9. PUBLIC HEARINGS

- a. Special Permit 942-24: application from Bear Mountain 320 Properties, Timberlyn Heights Care Center, to construct an addition on the existing nursing home at 320 Maple Avenue, Great Barrington, filed per Sections 3.1.4, B(10) and 10.4 of the Zoning Bylaw
 - i. Continue the hearing until April 8, 2024 at 6:00, per the Applicant's request
- b. Special Permit 941-24: application from the Community Development Corporation of South Berkshire, c/o Philip Orenstein, Interim Executive Director, to permit a hotel use at 453 Stockbridge Road, also known as the Thornewood Inn
 - i. Open Public Hearing
 - ii. Explanation of the Project
 - iii. Public comments and questions, speak in favor or in opposition
 - iv. Questions from the Selectboard
 - v. Comments from other Boards
 - vi. Selectboard discussion and draft findings
 - vii. Close Public Hearing
 - viii. Motion to continue/deny/grant
- c. Application from Mahaiwe Performing Arts Center, Inc. for a new All Alcoholic License at 20 Castle Street, Great Barrington

- i. Open Public Hearing
- ii. Explanation of the Project
- iii. Public comments, speak in favor or opposition
- iv. Questions from the Selectboard
- v. Close Public Hearing
- vi. Selectboard discussion
- vii. Motion to continue/deny/grant

10. NEW BUSINESS

- a. Request from MA Product Stewardship Council for a resolution in support of Paint Stewardship
- b. Request from the VFW to close a portion of Main Street, Great Barrington on Monday, May 27th beginning at 11am for a Memorial Day Parade
- c. Town Comments to EPA/GE-Pittsfield/Housatonic River Site: Quality of Life Compliance Plan
- d. Community Impact Funding/FY25 Special Article – discussion/vote to rescind recommendation for annual Town Meeting Warrant.

11. 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.


12. SELECTBOARD'S TIME

13. MEDIA TIME

14. ADJOURNMENT

NEXT SELECTBOARD MEETING

April 8, 2024 April 29, 2024 May 6, 2024 – (Annual Town Meeting)
May 9, 2024 – (Possible Continuation of Town Meeting)



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



Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission

Jean M. Lorizio, Esq.
Commission Chairman

2024
Retail License Renewal

License Number: 00032-CL-0464	Municipality: GREAT BARRINGTON
License Name : Wyantenuck Country Club	License Class: Seasonal
DBA :	License Type: Club
Premise Address: 46 West Sheffield Road Great Barrington, MA 01230	License Category: All Alcoholic Beverages
Manager: Jennie Vandusen	

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Jennie Vandusen
Signature
Jennie Vandusen
Printed Name

3/5/24
Date
General Manager
Title

Additional Information:

Please sign this form only in the month of March and return to your Local Licensing Authority.





The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Wyantenuck Country Club
 Address: P.O. Box 338, 46 West Sheffield Road
 City/State/Zip: Great Barrington, MA 01230 Phone #: 413-528-0350

Are you an employer? Check the appropriate box:

1. I am an employer with 5 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. Retail
6. Restaurant/Bar/Eating Establishment
7. Office and/or Sales (incl. real estate, auto, etc.)
8. Non-profit
9. Entertainment
10. Manufacturing
11. Health Care
12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: AMTRUST North America (Wheeler & Taylor)
 Insurer's Address: P.O. Box 6935
 City/State/Zip: Cleveland, OH 44101-6935
 Policy # or Self-ins. Lic. #: TWC 4065688 Expiration Date: 1/1/25

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Janne VanDerus Date: 3/5/24
 Phone #: 413-528-0350

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____ Phone #: _____

Technology Insurance Company, Inc.

A Stock Insurance Company

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B
1 of 5
INFORMATION PAGE

Net Code 39071

<p>1. Insured: Wyantenuck Country Club Inc. PO Box 338 Great Barrington, MA 01230 Other workplaces not shown above: None Producer: WHIFFLER & TAYLOR, INC. 333 MAIN STREET GREAT BARRINGTON, MA 01230</p>	<p>Policy Number: TWC4362351</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation</p> <p>Federal Tax ID: 041924490 Risk Id: Renewal of: TWC4194410</p>
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2. The policy period is from 1/1/2024 to 1/1/2025 12:01 a.m. at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Massachusetts
 B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
- | | | | |
|-------|---------------------------|--------------------------|---------------------------|
| State | Bodily Injury by Accident | Bodily Injury by Disease | Bodily Injury by Disease |
| | \$1,000,000 each accident | \$1,000,000 policy limit | \$1,000,000 each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and State(s) Designated in Item 3.A
 D. This policy includes these endorsements and schedules. See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.
See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	15.223
STATE ASSESSMENT	586
TOTAL ESTIMATED COST	15.809
Minimum Premium	385
Deposit Premium	4,391

Issue Date: 12/8/2023

Countersigned by:

Authorized Representative

Technology Insurance Company, Inc.

WC 99 00 01 B

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

INFORMATION PAGE

Insured: Wyantenuck Country Club Inc.

Policy Number: TWC4362351

**EXTENSION OF INFORMATION PAGE FOR ITEM #4
ITEM 4: SCHEDULE OF PREMIUMS**

Classifications	# of Emps	Code No.	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Massachusetts					
Club—Country, Golf, Fishing or Yacht & Clerical	23	9060	1,039,883	0.78	8,111
MA Rate Deviation	0	9037		0.00	-405
Manual Premium					7,706
Total Manual Premium					7,706
Premium for Increased Limits Part Two: 2% (1000/1000/1000)		9812			154
Total Premium Subject To Experience Modification					7,860
Experience Modification 150%					11,790
All Risk Adjustment 25%		0277			2,948
Premium Discount 1.4%		0063			-165
Terrorism 3%		9740			312
Catastrophe (other than Terrorism) 0%		9741			0
Expense Constant		0900			338
Total MA Premium					15,223
DIA Assessment 4.82%		9751			586
Total MA Cost					15,809
TOTAL ESTIMATED ANNUAL PREMIUM					15,223
STATE ASSESSMENT					586
TOTAL COST					15,809

TIPS[®] eTIPS On Premise 3.1 **CERTIFIED**
Issued: 11/21/2021 Expires: 11/21/2024
ID#: 5600841

Jennie Vandeusen
Wyantenuck Country Club
Wyantenuck Country Club
Great Barrington, MA 01230

For service visit us online at www.gettips.com

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Jessica Eichstadt

Organization Name: Gr. Barrington Fish + Game Association

Applicant's Address: 338 Long Pond Rd. Housatonic, Ma. 01236

Telephone Number: (413) 854-3534

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Benefit shoot for

Date: April 7, 2024 Start Time: 11:00am End Time: 6:00pm

Event Address: 338 Long Pond Rd. Housatonic Ma. 01236

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Jessica Eichstadt
Signature of Applicant

3/8/24
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Jessica Eichstadt

Organization Name: Gt. Barrington Fish + Game Association

Applicant's Address: 338 Long Pond R.d. Housatonic, Ma. 01236

Telephone Number: (413) 854-3534

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Wedding

Date: April 20, 2024 Start Time: 2:00 pm End Time: 10:00 pm

Event Address: 338 Long Pond Rd. Housatonic, Ma. 01236

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Jessica Eichstadt
Signature of Applicant

3/18/24
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Jessica Eichstadt

Organization Name: Gt. Barrington Fish & Game Association

Applicant's Address: 338 Long Pond Rd, Housatonic, Ma. 01236

Telephone Number: (413) 854-3534

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Graduation gathering

Date: June 8, 2024 Start Time: 11:00 am End Time: 6:00pm

Event Address: 338 Long Pond Rd. Housatonic Ma. 01236

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Jessica Eichstadt
Signature of Applicant

3/8/24
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Jessica Benstadt

Organization Name: Gt. Barrington Fish and Game Association

Applicant's Address: 338 Long Pond Rd. Housatonic, Ma. 01236

Telephone Number: (413) 854-3534

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Father's Day Lobster shoot

Date: June 14, 2024 Start Time: 11:00 am End Time: 6:00 pm

Event Address: 338 Long Pond Rd. Housatonic, Ma 01236

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Jessica Benstadt
Signature of Applicant

3/8/24
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____

GREABAR-05

MXG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2023

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

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

PRODUCER Wheeler & Taylor, Inc 333 Main St. Great Barrington, MA 01230	CONTACT NAME: PHONE (A/C, No, Ext): (413) 528-1000 FAX (A/C, No): (413) 528-1008 E-MAIL ADDRESS: insurance@wheelerandtaylor.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Acceptance Indemnity Ins Co INSURER B : Hospitality Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 20010
INSURED Great Barrington Fish & Game Association, Inc. 338 Long Pond Road Housatonic, MA 01236		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

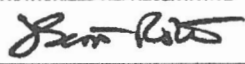
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE <input type="checkbox"/> LOC OTHER:			LOC-GL-0001466-02	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Liquor Law Liability			CPP2001385	11/10/2023	11/10/2024	Liq Liab 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Great Barrington 334 Main Street Great Barrington, MA 01230	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF COMPLETION

This certifies that

Lynnane F Brown

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

Hours: 3.00 | Completion Date: 02/20/2024 | Expiration Date: 02/19/2027 | Certificate #: ON-000032875508

Signature
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com



Upload to OneDrive





CERTIFICATE OF COMPLETION

This certifies that

Jessica Lynn Eichstedt

is awarded this certificate for

TIPS Concessions Alcohol Training

Hours
3.00

Completion Date
01/07/2024

Expiration Date
01/06/2027

Certificate #
000030588228

Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

(CUT HERE)

(CUT HERE)

TIPS Concessions

Issued: 01/07/2024
Certificate #: 000030588228

Jessica Lynn Eichstedt

Mill River MA 01244

CERTIFIED

Expires: 01/06/2027

TIPS | **360 TRAINING**
A 360TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Please circle: INDOOR or **OUTDOOR** Entertainment

Exact Location of Entertainment (include sketch): Daniel Arts Center
parking lots

Date(s) of Entertainment*: Saturday June 8, 2024
***Does not include SUNDAY**


Start & End Times of Entertainment: 10am - 2pm

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

- Food Temporary Bathrooms Tents ^{10x10 popup} 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.

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

03/04/2024
Date

TOWN USE ONLY:

DRT Review with Conditions: The food trucks will require permits from the Health Department - contact Health at least 4 weeks prior. The Health Dept and the Fire Department will make a safety inspections on the day of. DRT has no other issues.

APPROVAL DATE: _____

LICENSE # _____

Event Key

 Registration Tent

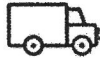
 Barricades


 Safety Cones

 Eating Areas

 A-Frame Signage

 Catering

 Moving Truck
(Electric)

 Trash &
Recycling

 E-Bus

 E-Bikes

 Test Drive Vehicles

 Showcase Vehicles

 Charging Stations

 Feather Flags

 Event Parking

 Robotics

 Exhibitor

 Semi-Truck Cab

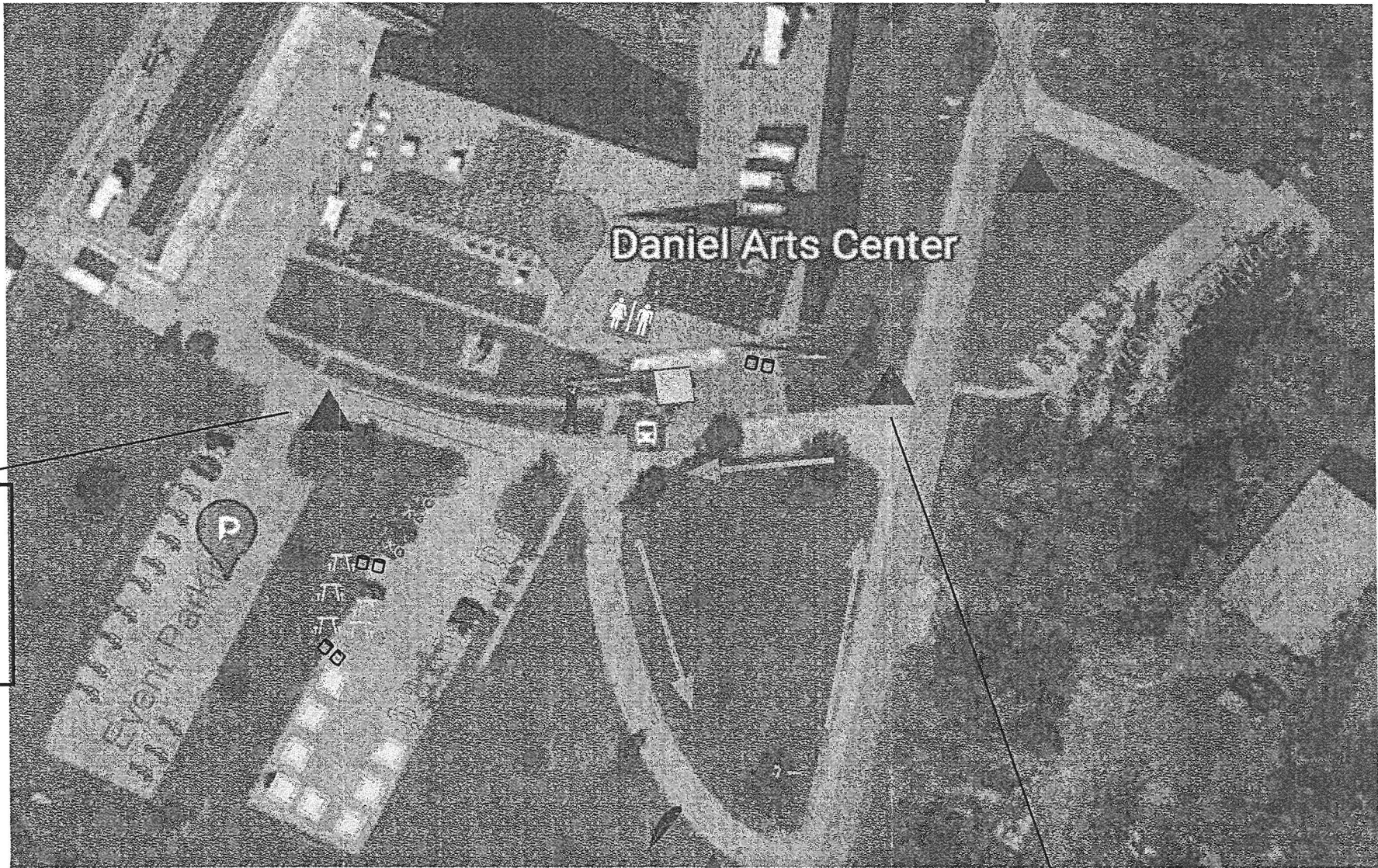
 Safety Officer /
Traffic Manager

 Porta Potty

 Bathroom

Event Footprint

Event parking
right A frame



Event parking
left A
frame

Event name signage
(further out on main road
intersection)

Event parking
left A frame

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

FEE: \$25.00 (Payable to the Town of Great Barrington) **DATE:** 3/7/24

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: Kirsten Williams

NAME OF BUSINESS: Common or Garden LLC

D/B/A (if applicable): Common or Garden Pub

BUSINESS MAILING ADDRESS: 30 Elm St. Apt 2E Great Barrington MA
01230

BUSINESS TELEPHONE: 413-274-5071 HOME TELEPHONE: 413-329-7533

LOCATION WHERE LICENSE IS TO BE USED: _____


425 PARK ST HUNTSBURY, MA 01230

DAYS OF OPERATION: Wed-Sun

HOURS OF OPERATION: W-F: 4pm-1am Sat: 9am-1am, Sun: 9am-10pm

DESCRIPTION OF PREMISES: Pub/Sports Bar

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: _____
Corporate Officer (if applicable)

SS# [REDACTED] or FID# _____

COMMONWEALTH OF MASSACHUSETTS
TOWN OF GREAT BARRINGTON
APPLICATION FOR 2020 ANNUAL AUTOMATIC AMUSEMENT DEVICE
M.G.L. CHAPTER 140, SECTION 177A

FEE: \$30.00 per machine

DATE:

3/7/24

NUMBER OF MACHINES: 1

LICENSE NUMBER:

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a license in accordance with the provisions relating thereto:

OWNER(S) NAME:

Kirsten Williams

NAME OF BUSINESS:

Common or Garden Pub

D/B/A (if applicable):

MAILING ADDRESS:

30 Elm St. Apt 2E
Great Barrington, MA 01230

EMAIL:

Commonorgardenpub@gmail.com

BUSINESS TELEPHONE:

413-274-5071

LOCATION WHERE LICENSE IS TO BE USED:

425 Park St. Housatonic, MA 01236

DAYS/ HOURS OF OPERATION:

Wed - Sunday

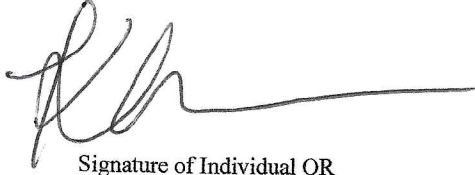
NAME OF MACHINE:

Pool Table

MANUFACTURER:

Valley

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.

A handwritten signature in black ink, consisting of stylized initials followed by a horizontal line.

Signature of Individual OR

Corporate Name

by:

Corporate Officer

(if applicable)

Special Permit # 942-24

Chris Rembold

From: Nick Elton <elton@west-work.com>
Sent: Monday, March 4, 2024 10:15 AM
To: Chris Rembold
Subject: RE: Timberlyn special permit

****CAUTION:****
****This is an external email, be vigilant****
*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Chris:??
??

Since I will be away, we request that the Selectboard hear be delayed from 25 March to 8 April @ 6:00 PM.

??
Thanks, Nick Elton
??



??

**P. Nicholas Elton MA RA, LEED AP
Principal**

??

WEST WORK

103 Terrace St. 2nd Floor
Boston MA 02120
T:??617-708-1071
M:??617-939-7543
Western MA Office: 413-258-4019
Email: Elton@west-work.com
www.west-work.com
??

*Continue to 4/8
Open at TownHall.*

From: Chris Rembold <crembold@Townofgb.org>
Sent: Monday, March 4, 2024 9:33 AM
To: Nick Elton <elton@west-work.com>
Subject: Timberlyn special permit

??

Nick,?? could you respond to this email to confirm you would like hold the Selectboard public hearing on April 8 at 6:00, rather than March 25?

??

Thank you,
Chris
??

STEPHEN BANNON
CHAIR

LEIGH S. DAVIS
GARFIELD C. REED
ERIC GABRIEL
BENJAMIN ELLIOTT



Agenda Item 9b. - Page 1
Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619, x2
Fax: (413) 528-2290
www.townofgb.org

TOWN OF GREAT BARRINGTON MASSACHUSETTS

SELECTBOARD

SPECIAL PERMIT # 941-24

NAME, ADDRESS, AND PROJECT: Special Permit application from the Community Development Corporation of South Berkshire, c/o Philip Orenstein, Interim Executive Director, to permit a hotel use at 453 Stockbridge Road, Great Barrington. Application is filed in accordance with Sections 3.1.4 C(8), 7.10, and 10.4 of the Zoning Bylaw.

REVIEW MEETINGS

These Boards and Commissions will hold meetings on the following dates to consider your application and make a recommendation to the Selectboard (dates or times may be subject to change):

PLANNING BOARD Thursday, February 8, 2024, 6:00 PM
Applicant must attend in person or via zoom

BOARD OF HEALTH ** Thursday, February 8, 2024, 6:30 PM
*** Applicant, call the Health Agent in advance of the meeting to see if you should attend.*

CONSERVATION COMMISSION * Wednesday, February 28, 2024, 6:30 PM
** Applicant, call the Conservation Agent in advance of the meeting to see if you should attend.*

SPECIAL PERMIT PUBLIC HEARING

The **PUBLIC HEARING** before the **SELECTBOARD** will be Monday, March 11, 2024, at 6:00 PM.
Applicant must attend in person or via zoom

Continued to March 25, 2024 at the request of the Applicant

TOWN OF GREAT BARRINGTON
Application for a Special Permit
to the Board of Selectmen or Planning Board

FORM SP-1
REV. 12-2020

FOR OFFICE USE ONLY

Number Assigned 941-24 Date Received 1/23/24
Special Permit Granting Authority SB
Copy to Recommending Boards 1/29
Advertised 2/6 & 2/13
Public Hearing 3/11
Fee: \$300.00 Paid: Yes

APPLICATION FOR SPECIAL
PERMIT UNDER TOWN ZONING
BYLAWS FOR TOWN OF
GREAT BARRINGTON,
MASSACHUSETTS

MAP 36 LOT 5 BOOK 534 PAGE 128 ZONING DISTRICT(s) B2A

Site Address: 453 Stockbridge Rd.

Date of Application _____

Applicant's name and complete mailing address _____
Community Development Corp. of South Berkshire PO Box 733 Great Barrington
MA _____

Applicant's phone number (413) 528-7788 Applicant's email address: philip@cdcsb.org

Name and Address of Owner of land exactly as it appears on most recent tax bill:

David R. and Terry L. Thorne
453 Stockbridge Rd. Great Barrington

I (we) request a Special Permit for: _____
Hotel use at the above address

Under Section(s) _____ and 10.4 of the Great Barrington Zoning Bylaws.

APPLICANTS MUST READ AND COMPLY WITH THE FOLLOWING:

One Signed Original application with each of the items below, as applicable, fourteen (14) exact copies of the entire package, and one electronic PDF, are to be submitted. Applications must include:

1. Completed application form, including signatures.
2. Brief written description of how the project is in harmony with the Great Barrington Master Plan. (Copies of the Master Plan are available for free download from the Town website. Hard copies can be read at the Clerk's office or the Town libraries.)
3. Site Plan, drawn to scale, applicable to the site and the proposed use of said site for which this special permit is requested.
4. Any other specifications necessary to further describe the site or proposed use for which a special permit is requested. At least one copy of any maps being submitted shall be no larger than 11" X 17". Plans should show all existing and proposed structures, property lines and dimensions, driveways, walkways and parking areas. All proposed landscaping, parking, loading, and similar improvements must be in compliance with the applicable sections of the Zoning Bylaw.
5. Certified list of abutters within 300 feet on the Assessors Maps to the subject property, including map and lot number. List must be obtained from the Assessors' Office.

FORM SP-1
REV. 12-2020

- 6. Zoning Map designating the zoning district(s) and location for the area for which a special permit is requested, plus a USGS map enlarged and showing the site location within the Town.
- 7. Drainage Plan indicating the destination of all runoff from the property. In the event of substantial increase in impervious surfaces, the SPGA may require calculations or expert analysis of the plan.
- 8. Landscaping Plan drawn to scale and showing existing and proposed landscaping.
- 9. If applicant and owner are different, a letter signed by the owner of the property authorizing the applicant to apply for the special permit.

SPECIFICS:

- 1. All site plans and specifications must be signed and dated by the preparer.
- 2. **ALL OWNERS** of property must also sign the application.
- 3. A copy of special permit procedures is available upon request.
- 4. Fee for application is \$300.00 to cover the cost of the public hearing notices in the newspaper and notification to parties in interest.
- 5. Once all the necessary papers, maps, etc. are compiled into the required Original and Fourteen sets, call the Town Planner's office at 413-528-1619 ext. 7 to arrange an appointment to file your application. The application will be reviewed for completeness and a date for a public hearing before the Board of Selectmen or Planning Board will be scheduled. Meetings of recommending boards (e.g. Planning Board, Conservation Commission and Board of Health) will also be arranged at this time.

Authentisign
David Thorne 01/17/24

 Signature of Applicant

Authentisign
Terry Thorne 01/17/24

 Signature of Co-Applicant (e.g. Property Owner, if different)

PLEASE READ AND SIGN BELOW

ALL COSTS INCURRED BY THE TOWN FOR THE EMPLOYMENT OF EXPERTS OR CONSULTANTS REQUIRED BY ANY TOWN BOARD, AND APPROVED BY THE BOARD OF SELECTMEN, FOR THE PURPOSE OF ANALYZING OR EVALUATING ANY PROJECT THAT IS A SUBJECT OF A SPECIAL PERMIT APPLICATION SHALL BE ASSESSED TO THE APPLICANT AND SHALL CONSTITUTE PART OF THE APPLICATION FEE. A COPY OF THIS REGULATION SHALL BE PROVIDED TO THE APPLICANT IF REQUESTED.

I have read the above regulation and agree to be bound by it.

Signature _____

Signature of Co-Applicant (e.g. Property Owner) _____

Date _____

FORM SP-1
REV. 12-2020

- 6. Zoning Map designating the zoning district(s) and location for the area for which a special permit is requested, plus a USGS map enlarged and showing the site location within the Town.
- 7. Drainage Plan indicating the destination of all runoff from the property. In the event of substantial increase in impervious surfaces, the SPGA may require calculations or expert analysis of the plan.
- 8. Landscaping Plan drawn to scale and showing existing and proposed landscaping.
- 9. If applicant and owner are different, a letter signed by the owner of the property authorizing the applicant to apply for the special permit.

SPECIFICS:

- 1. All site plans and specifications must be signed and dated by the preparer.
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Signature of Applicant

Signature of Co-Applicant (e.g. Property Owner, if different)

PLEASE READ AND SIGN BELOW

ALL COSTS INCURRED BY THE TOWN FOR THE EMPLOYMENT OF EXPERTS OR CONSULTANTS REQUIRED BY ANY TOWN BOARD, AND APPROVED BY THE BOARD OF SELECTMEN, FOR THE PURPOSE OF ANALYZING OR EVALUATING ANY PROJECT THAT IS A SUBJECT OF A SPECIAL PERMIT APPLICATION SHALL BE ASSESSED TO THE APPLICANT AND SHALL CONSTITUTE PART OF THE APPLICATION FEE. A COPY OF THIS REGULATION SHALL BE PROVIDED TO THE APPLICANT IF REQUESTED.

I have read the above regulation and agree to be bound by it.

Signature 

*Philip Orenstein
Interim ED
CDCSB*

Signature of Co-Applicant (e.g. Property Owner) _____

Date 1/18/24

The Thornewood Inn is at the intersection of routes 183 and 7. It currently offers 12 guest rooms and comes within the definition of Hotel in Section 11.0 of the Zoning Bylaw, as it offers more than 10 guest rooms.

Its zoning history is somewhat opaque. It has offered guest rooms since at least 1983. It was granted a special permit, attached, on April 27, 1990. The application was to “construct an efficiency unit above the garage for the lodging house.” It was issued on a finding that, “The change, extension or alteration will not be substantially more detrimental to the neighborhood than the existing nonconforming use...” And that it was “an amendment of the existing special permit.” However, no earlier special permit has been located and there is no available documentation of the total number of rooms permitted.

The applicant intends to continue the current hotel use in a somewhat different form. The Inn currently offers lodging to transient visitors and tourists for relatively short periods of time and advertises availability on the Internet and by its mailing list.

CDCSB intends to use the property to help address the desperate need for workforce housing. Although the details are not set in stone at this point, it intends to provide rooms to the local workforce whose income is below a certain limit. Guests will pay for the rooms on a month-to-month basis and there will be no limitation on the length of stay.

The property will operate as a non-profit entity providing a service to the community. In order to maximize the value to the community and sustain the affordability of the rooms, the CDCSB plans to increase the number of rooms to 19 as soon as possible by partitioning some of the common areas that are no longer necessary for this type of lodging arrangement.

Harmony with the Master Plan

This Special Permit application for Thornewood Inn is aligned with many of the objectives described in the Great Barrington Master Plan:

- Goal HO 1 on p. 39 - Allow for a diversity of housing opportunities available at a variety of price levels and in infill locations.
 - Thornewood will provide a meaningful boost to single adults and couples looking for safe and convenient housing conveniently located to job opportunities in downtown Great Barrington and Housatonic
- Goal HO2 on p. 40 - Proactively create lower cost and affordable units.
 - The repurposing of Thornewood quickly adds 18 units of workforce housing at a cost of approximately \$86,000/unit
 - Our proposal provides that a majority of units will be priced at affordable levels to those at 100% AMI or below

CERTIFY TO: CHICAGO TITLE INSURANCE COMPANY & LAZAN, GLOVER & PUCILOSKI, LLP.

THIS PARCEL IS SUBJECT TO AND WITH THE BENEFIT OF ALL RIGHTS, RESTRICTIONS, CONDITIONS, EASEMENTS, LEASES, ENCUMBRANCES AND APPURTENANCES OF RECORD.

I HEREBY REPORT THAT THE BUILDING(S) SHOWN ON THIS PLAN ARE APPROXIMATELY LOCATED ON THE GROUND AS SHOWN. THE BUILDINGS DO NOT LIE WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE H.U.D. FLOOD MAP. THIS PLAN IS NOT MADE FROM AN INSTRUMENT SURVEY.

LOCUS DEEDS: BK - 534 PG - 128
BK - 1060 PG - 205
BK - 1920 PG - 51

PROPERTY ADDRESS: 453 STOCKBRIDGE ROAD



THIS IS NOT A SURVEY AND IS SUBJECT TO ANY STATEMENT OF FACTS A SURVEY MAY REVEAL.

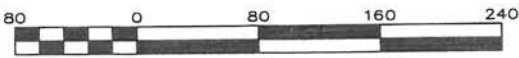
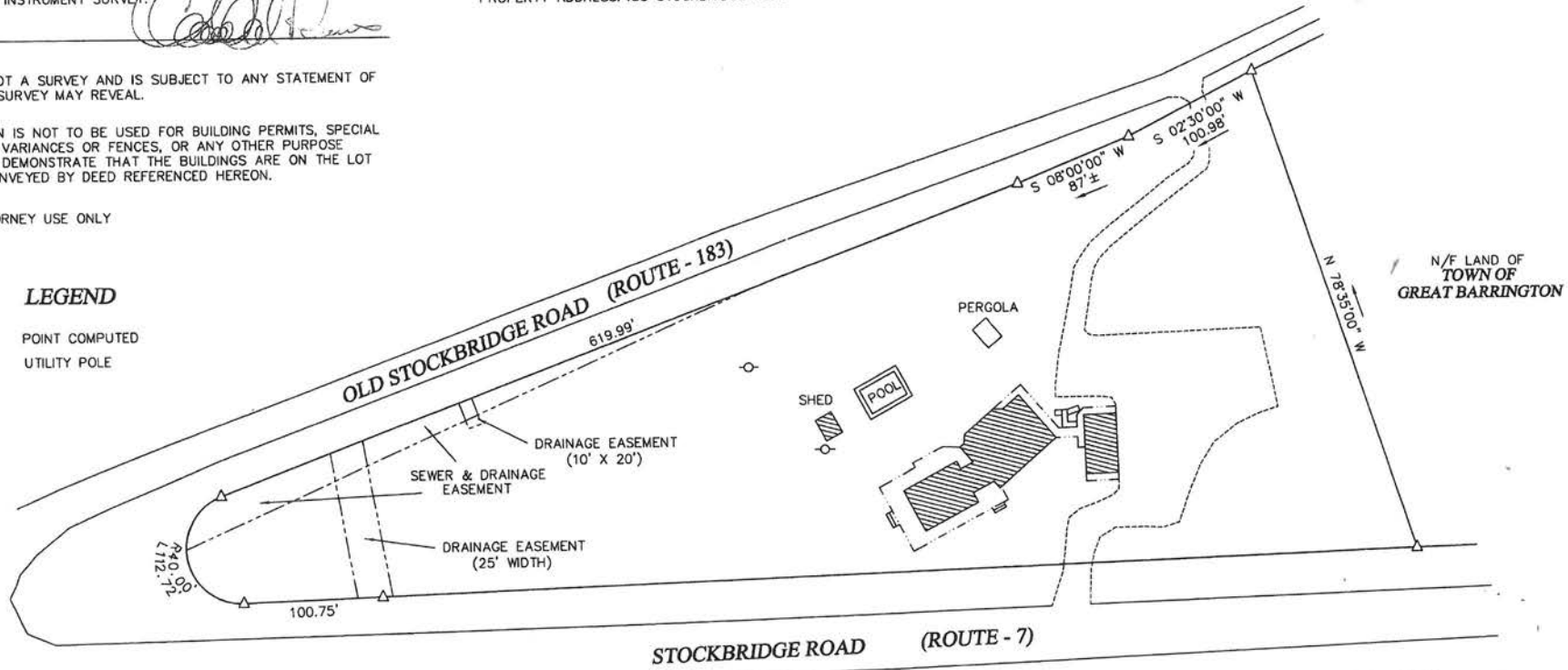
THIS PLAN IS NOT TO BE USED FOR BUILDING PERMITS, SPECIAL PERMITS, VARIANCES OR FENCES, OR ANY OTHER PURPOSE THAN TO DEMONSTRATE THAT THE BUILDINGS ARE ON THE LOT BEING CONVEYED BY DEED REFERENCED HEREON.

FOR ATTORNEY USE ONLY



LEGEND

- △ POINT COMPUTED
- UTILITY POLE



Scale 1" = 80'



LOT PLAN PREPARED FOR
**COMMUNITY DEVELOPMENT CORPORATION
OF SOUTHERN BERKSHIRE**

GREAT BARRINGTON, MASSACHUSETTS
NOVEMBER - 2023 SCALE 1" = 80'
KELLY, GRANGER, PARSONS & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS
312 MAIN STREET P.O. BOX 88
GREAT BARRINGTON, MASSACHUSETTS 01230
FAX (413) 528-1912 PHONE (413) 528-3291
C:\Carlson Projects\Great Barrington\STOCKBRIDGE ROAD\cdc\cdc1123.DWG (MAR)



300 feet Abutters List Report

Great Barrington, MA
January 08, 2024

Subject Property:

Parcel Number: 36-5-0
CAMA Number: 36-5-0
Property Address: 453 STOCKBRIDGE RD

Mailing Address: THORNE DAVID & TERRY
453 STOCKBRIDGE RD
GT BARRINGTON, MA 01230-1233

Abutters:

Parcel Number: 28-39-0
CAMA Number: 28-39-0
Property Address: OLD STOCKBRIDGE RD

Mailing Address: TAFT FARMS INC
42 DIVISION ST
GT BARRINGTON, MA 01230-1117

Parcel Number: 28-39-A
CAMA Number: 28-39-A
Property Address: 461 OLD STOCKBRIDGE RD

Mailing Address: RUBINER MATTHEW J RIVARD JULIE M
PO BOX 701
GT BARRINGTON, MA 01230-0701

Parcel Number: 28-41-0
CAMA Number: 28-41-0
Property Address: 455 OLD STOCKBRIDGE RD

Mailing Address: BALDWIN CARLISS Y
11 MASON ST
BROOKLINE, MA 02446-4006

Parcel Number: 36-1-0
CAMA Number: 36-1-0
Property Address: STOCKBRIDGE RD

Mailing Address: COMMONWEALTH OF MASSACHUSETTS DEPT OF ENVIRONMENTAL MANGMT
251 CAUSEWAY ST STE 700
BOSTON, MA 02114-2154

Parcel Number: 36-2-0
CAMA Number: 36-2-0
Property Address: STOCKBRIDGE RD

Mailing Address: COMMONWEALTH OF MASSACHUSETTS DEPT OF ENVIRONMENTAL MANGMT
251 CAUSEWAY ST STE 700
BOSTON, MA 02114-2154

Parcel Number: 36-6-0
CAMA Number: 36-6-0
Property Address: STOCKBRIDGE RD

Mailing Address: THORNE TERRY L & DAVID R
453 STOCKBRIDGE RD
GT BARRINGTON, MA 01230-1233

Parcel Number: 36-7-0
CAMA Number: 36-7-0
Property Address: STOCKBRIDGE RD

Mailing Address: THORNE DAVID R & TERRY L
453 STOCKBRIDGE RD
GT BARRINGTON, MA 01230-1233

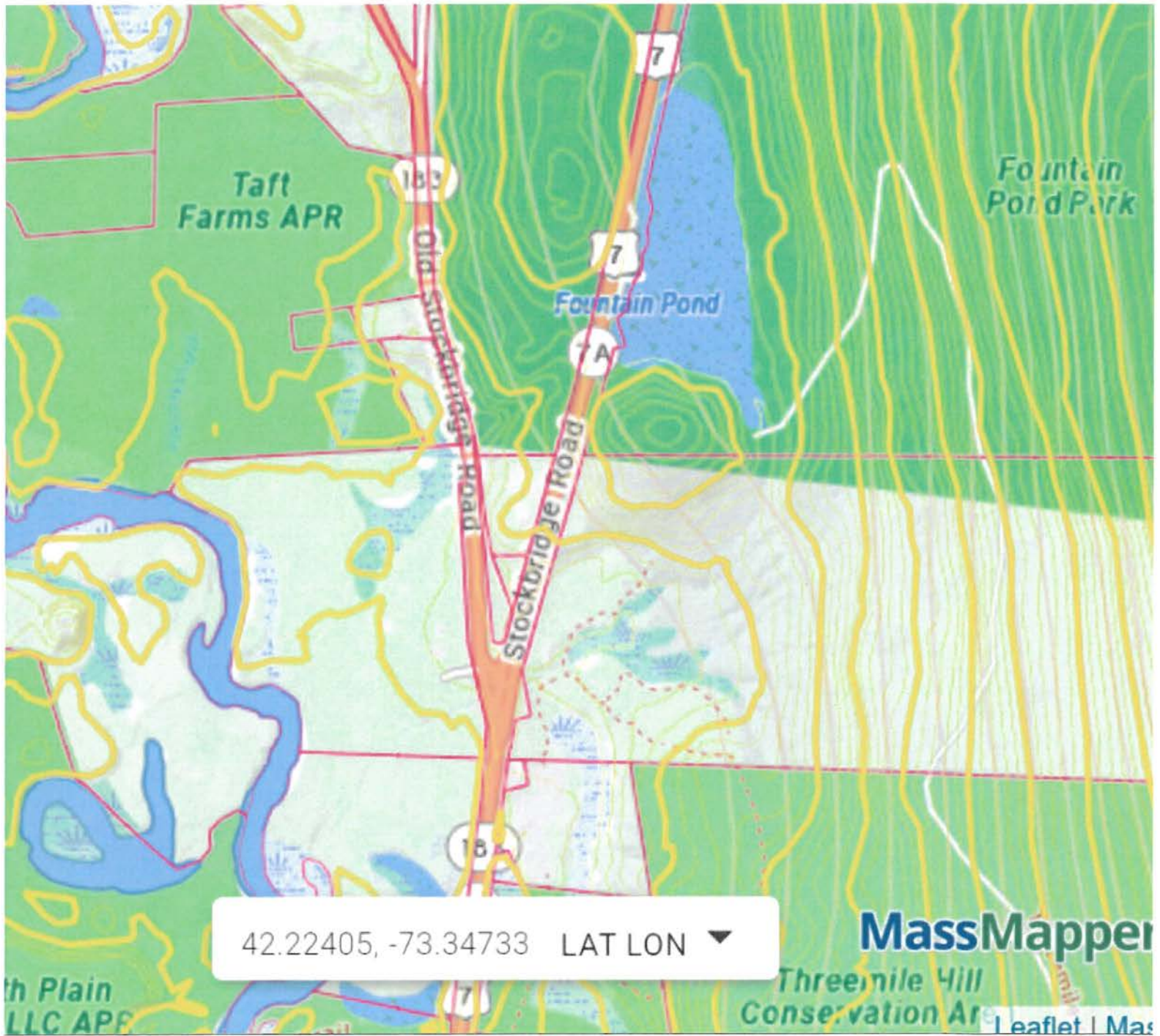
Parcel Number: 36-8-0
CAMA Number: 36-8-0
Property Address: STOCKBRIDGE RD

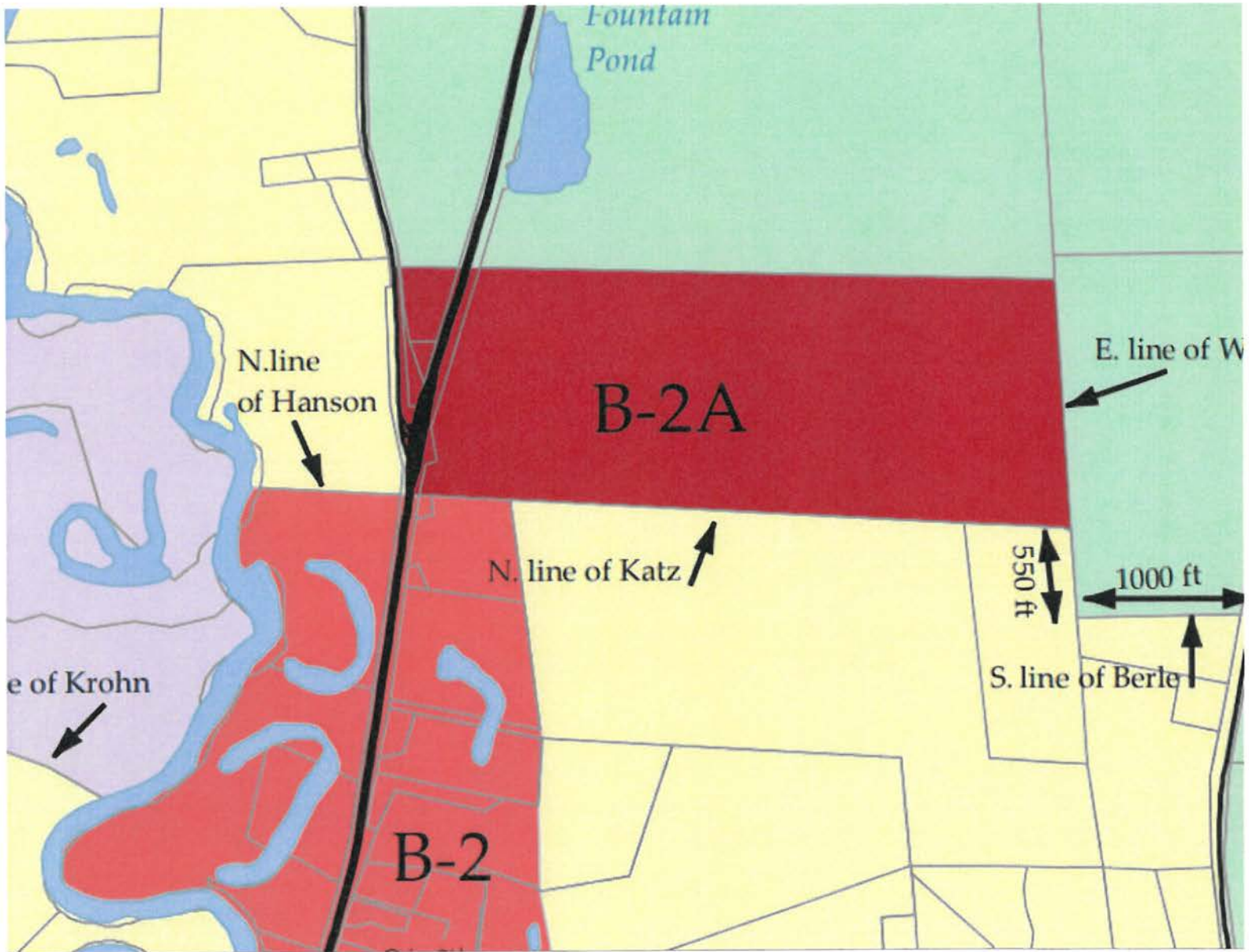
Mailing Address: COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF HIGHWAYS
270 MAIN ST
LENOX, MA 01240-2386



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.







**STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE
PURCHASE AND SALE AGREEMENT**

► **PARTIES:**

	SELLER(S)	BUYER(S)
Name(s)	<u>DAVID THORNE, TERRY THORNE</u>	<u>Community Development Corp. of South Berkshire</u>
Address	<u>453 Stockbridge Rd., Great Barrington, MA 01230</u>	<u>40 Railroad St. #8, Great Barrington, MA 01230</u>

► **2. DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy SELLER's real property located at 453 STOCKBRIDGE RD, GREAT BARRINGTON, MA 01230 as more particularly described in a deed dated 11/10/1986 and recorded in the Berkshire South Registry of Deeds in Book 534, Page 128, or Land Court Certificate # _____ Assessor's Map # _____ Section # _____ Lot # _____ (the "Property").

► **3. PURCHASE PRICE:** For the Property, BUYER shall pay the "Purchase Price" sum of [REDACTED] of which an initial deposit to bind the agreement shall be paid in the amount of [REDACTED] and delivered herewith to the Escrow Agent named below, or; shall be delivered to the Escrow Agent no more than 3 days from acceptance and on 9/6/2023 date, an additional deposit in the amount of \$ [REDACTED] will be paid, resulting in a balance to be paid in the amount of \$ [REDACTED] in wired funds, or by certified / bank check at the Closing.

3.1 Escrow: All deposits are to be held by ~~the Listing Broker~~ Attorney Michael Considine ("Escrow Agent") in a non-interest bearing escrow account, unless otherwise specified herein.

► **4. CLOSING DATE:** The Deed is to be delivered and the Purchase Price paid on 11/30/2023 at 2:00 p.m. (the "Closing Date") at the appropriate Registry of Deeds or such other location within the county in which the Property is located, as specified by the BUYER. Should the BUYER wish to specify a location outside of the county in which the property is located, the BUYER shall assume all costs associated with actual electronic and overnight mail delivery of documents.

► **5. CONTINGENCY TERMS:** The following terms and dates apply to paragraphs 6, 7 8, and 9 as the case may be:

5.1 Mortgage: Am [REDACTED] Rate: 6 Type: Fixed Variable Pts: -0- Yrs: 30
 5.1a Cash offer, paragraph 6 not applicable
 5.2 Mortgage Application Date: 8/10/2023
 5.3 Inspection Contingency Date: 8/31/2023
 5.4 Insurance Contingency Date: 8/31/2023
 5.5 Mortgage Contingency Date: 9/28/2023
 5.6 Septic System Inspection Date: (if applicable)

6. MORTGAGE CONTINGENCY: The BUYER's obligations hereunder are contingent upon the BUYER's obtaining a written commitment letter from a conventional mortgage lender for a loan consistent with the contingency term used. Should the BUYER be unable to obtain such a commitment letter despite diligent efforts, BUYER may cancel this Agreement by submitting a written cancellation notice and a copy of the mortgage denial letter to the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the applicable Contingency Date indicated in paragraph 5, whereupon all obligations of the parties under this Agreement shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to (a) give such written notice or (b) make a good faith mortgage application by the Mortgage Application Date shall be a waiver of the BUYER's right to cancel under this Paragraph.

7. INSURANCE CONTINGENCY: The BUYER's obligations hereunder are contingent upon the BUYER's satisfaction with the insurability of the property. BUYER should consult with their lender and insurance carrier to determine the insurance coverage required for the Property and the premiums for such insurance coverage. BUYER's mortgage lender may require the purchase of additional flood insurance if they determine the property is located in Special Flood Hazard Area (SFHA). Past coverage or premiums paid by the SELLER are not



an indication of the BUYERs insurance obligations for the property. The requirements and cost of homeowner and flood insurance include, but are not limited to, property attributes, risk ratings, applicant's credit rating and policy limits and must be individually determined by the insurance carrier. Should the BUYER be unable to obtain a satisfactory insurance binder despite diligent efforts, BUYER may cancel this Agreement by submitting a written cancellation notice and a copy of proof of insurance application to the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the Insurance Contingency Date indicated in paragraph 5, whereupon all obligations of the parties under this Agreement shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to give such written notice shall be a waiver of the BUYER's right to cancel under this Paragraph.

8. INSPECTION CONTINGENCY: The BUYER and BUYER's consultants shall have the right of access to the Property for the purpose of conducting a home inspection, at reasonable times, upon twenty-four (24) hours advance notice to the SELLER's Agent. Inspections may, at BUYER's option and expense, include but are not limited to: inspections for structural and mechanical matters, pests, including wood-boring insects, lead paint, mold, asbestos, radon gas, other hazardous substances, underground tanks, septic system, sewage disposal, well water, wetlands and environmental conditions and building code compliance. Should BUYER receive an unsatisfactory inspection, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date, whereupon all obligations of the parties shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to give such notice shall be a waiver of BUYER's right to cancel under this Paragraph. In consideration of BUYER's right to inspect and terminate, BUYER acknowledge that by accepting the deed BUYER accepts the condition of the Premises and releases the SELLER, SELLER's Agency and BUYER's Agents, from any and all liability relating to any defects in the Premises including, without limitation, water seepage from any source.

▶ **9. SEWAGE DISPOSAL / SEPTIC SYSTEM:** SELLER represents that the Property is served by a **municipal sewer system** / **septic system** / **other system as outlined in par 34**. If a septic system is present, the SELLER represents that it **is** / **is not** located entirely within the boundaries of the Property, to the best of their knowledge. Further, on or before the Septic System Inspection Date as defined in paragraph 5.6, the SELLER shall provide the BUYER with a Septic System Inspection Report (the "Report") issued less than two (2) years prior to the time of the indicated closing date or less than three (3) years if accompanied by system pumping records that show at least annual pumping during that time. Should the Report indicate that the system is a "failed system" as defined by Title 5 of the State Environmental Code (310 CMR 15.301), the BUYER may, within three (3) days of receipt of Report, cancel this Agreement, and all deposits shall be returned to the BUYER.

▶ **10. WATER:** SELLER represents that the property is serviced by a **municipal water system** / **private water company** / **well** / **other as outlined in par 34**. If a well is present, SELLER represents that it **is** / **is not** located entirely within the boundaries of the Property and **does** / **does not** contain defects known to SELLER. BUYER acknowledges that the local Board of Health may adopt regulations that establish criteria for private well siting, construction, water quality and quantity.

▶ **11. POSSESSION:** Full possession **free of all** / **subject to existing** tenants and occupants shall be delivered at the Closing Date. The Property shall be free of encroachments burdening the Property and of improvements that encroach on adjoining Property, including but not limited to buildings, septic systems, well and driveway, and has sufficient legal access to a public way.

▶ **12. SURVEY:** SELLER represents that **new** / **no new** boundaries are being created by the sale of the Property. If new boundaries are being created, SELLER shall deliver to BUYER at the Closing a survey of the Property, in recordable form. The SELLER shall pay for the preparation and recording of the survey, unless otherwise provided herein.

13. FIXTURES: Included in this sale as part of the Property, unless expressly excluded, are the usual fixtures owned by the SELLER and used in connection therewith including but not limited to, if any, furnaces, heaters, oil and gas burners and fixtures appurtenant thereto, built-in ranges, dishwashers and disposals, hot water heaters (if not rented), mantels, electric and other lighting fixtures, chandeliers, venetian blinds and window shades, attached mirrors, automatic door openers (with remote controls), installed air conditioners, wall brackets and hangers, built-in bookcases and shelving, all installed stair carpeting and wall to wall carpeting, drapery rods, curtain rods, plumbing and electrical covers, screens, screen doors, storm and other detached windows and doors, blinds, awnings, bathroom fixtures, towel bars, medicine cabinets, radio and television antennas, satellite dishes, television mounting hardware, fences, gates, hardy shrubs, and fire and security systems.

• Appliances Included: _____



- Fixtures Excluded: _____
- SELLER represents the following items are not owned: Propane Tank / Hot Water Heater / Water Treatment System / Security System / Solar Panels / Other as outlined in par 34. BUYER does / does not agree to assume the rental agreements for: _____.

14. ADJUSTMENTS: Current real estate taxes, water rates, sewer use charges and fuel are to be apportioned as of the Closing Date. Rents are to be apportioned only for the month in which the closing occurs and only when collected by either party. Unpaid rents due SELLER from months prior to the month of the Closing Date, shall be the responsibility of the SELLER to collect. If the real estate tax rate is not set as of the Closing Date, the apportionment of real estate taxes shall be made on the basis of the tax assessed for the most recent preceding year, with a readjustment at the request of either party, when the amount of the current year's rate tax is set. If the amount of the tax is reduced by abatement, the rebate, less the reasonable cost of obtaining it, shall be apportioned between the parties. SELLER or SELLER's attorney shall transmit to Buyer's Attorney, at least ten (10) days prior to the closing date, all mortgage and lien payoffs, municipal apportionments, state conveyance tax, and any other expenses required to be disclosed on the Closing Disclosure. Failure to transmit the expenses defined herein shall constitute SELLER's acceptance of Buyer's Attorney's calculations, performed using all reasonable and obtainable information. Such calculation shall be final and binding upon the parties.

- ▶ **15. BETTERMENT ASSESSMENTS:** SELLER represents that the Property is / is not subject to a betterment assessment. If the Property is subject to a betterment assessment, the SELLER agrees to pay the total outstanding betterment assessment at the closing / BUYER agrees to purchase the Property subject to and assumes the payment of the betterment assessment.

- ▶ **16. TITLE:** The Property shall be conveyed by a good and sufficient quitclaim deed unless otherwise specified herein (accompanied by a Certificate of Title, if registered), conveying a good, clear record, marketable and insurable title, free of all encumbrances and exceptions, except:
 - a) Real Estate Taxes assessed or to be assessed on the Property to the extent that such taxes then are not yet due and payable.
 - b) Federal, state, and local laws, ordinances, by-laws, and rules regulating the use of land, particularly environmental, building, zoning, health, rent control, and condominium conversion laws, if any, applicable as of the date of this Agreement, provided that as of the Closing Date, the Property may be used as of right for single family residential use or, if the Property is/is not a single family residence, the Property may be used as of right for _____
 - c) Existing rights, if any, in party or partition walls; and
 - d) Utility easements in the adjoining ways.

17. USE OF PROCEEDS TO CLEAR TITLE: To enable SELLER to make conveyance as herein provided, the SELLER may at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests. Upon request, SELLER shall promptly provide BUYER's Attorney with written payoff instructions from all of SELLER's mortgagees. Said payoff instruction shall be in accordance with Massachusetts General Laws Chapter 183, Section 1, et seq. At closing, BUYER's Attorney shall transmit all of SELLER's payoffs to said mortgagees, and BUYER's Attorney shall be responsible to promptly secure and record the discharges of said mortgages. BUYER's attorney shall be compensated by the SELLER the customary fee associated with securing the discharge or discharges. SELLER shall pay the cost of discharge(s), and SELLER shall reimburse BUYER's Attorney the cost (if any) of overnight mail charges.

18. EXTENSION: If, after a reasonable and diligent effort, SELLER is unable to deliver marketable and insurable title as defined in paragraph 16 or convey title of the Property as required hereunder, upon notice by either party, prior to the Closing Date, this Agreement shall be automatically extended for 30 days from the closing date (or if BUYER's mortgage commitment sooner expires to a date one business day before the expiration of such commitment). SELLER shall remove all mortgages, attachments and other encumbrances incurred or assumed by SELLER which secure the payment of money, provided the total amount thereof does not exceed the Purchase Price, and SELLER shall use reasonable and diligent efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof. At the end of the extended period, if all such defects have not been removed, or the SELLER is unable to deliver possession, or the Property does not conform to the requirements of this Agreement, BUYER may elect to terminate this Agreement and to receive back all deposits, upon receipt of which all obligations of the parties hereto shall cease.



19. STANDARDS: Any title matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of The Real Estate Bar Association for Massachusetts shall be governed by said Standard to the extent applicable.

20. LEAD LAW. Pursuant to 40 CMR 745.113(a), for premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification", regarding the Lead Law. BUYER acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including a ten (10) day right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c.111, 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance.

Should BUYER receive an unsatisfactory lead inspection, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date or twelve (12) days after execution of this agreement, whichever is later, whereupon all obligations of the parties shall cease, and BUYER's deposits shall be promptly returned in full.

► **21. STORAGE TANKS:** The SELLER hereby discloses that to the best of SELLER's knowledge, there are underground oil / underground propane / aboveground oil / aboveground propane / other as outlined in par 34 / no storage tank(s) within the boundaries of the Property. Further, the SELLER discloses that any underground tanks have / have not been used within the past six (6) months and/or any aboveground tanks have / have not been used within the past twenty-four (24) months exclusively for the storage of fuel for consumption of the Property and to the best of the SELLER'S knowledge there has been no release or leakage of oil from such tank(s). BUYER acknowledges that the Massachusetts Board of Fire Prevention has issued regulations found in [527 CMR 9.00] that govern the maintenance, repair, and removal of storage tanks used to contain fuel.

22. CONDITION OF PROPERTY AT CLOSING: Upon delivery of the Deed, the Property and all appliances therein and utilities serving the same shall be in their present condition, reasonable use and wear of same excepted. The Property is to be left broom clean and all personal property and rubbish removed. With respect thereto, BUYER shall have the right to walk-through the Property within twenty-four hours prior to the closing and if the sale is completed subsequent to said walk-through or if the walk-through is waived by BUYER, the foregoing condition of the Property shall, as between the BUYER and SELLER and their representatives (if applicable), be conclusively presumed to be acceptable to BUYER regardless of condition.

23. NOMINEE: BUYER may require the conveyance to be made to another person, persons, or entity ("Nominee"), upon notification in writing delivered to SELLER at least five days prior to the Date of Closing. The appointment of a Nominee shall not relieve BUYER of any obligation hereunder. Any Note or mortgage or other document to be delivered from BUYER to SELLER shall be executed by or unconditionally guaranteed by BUYER, unless otherwise specified herein.

24. CLOSING: Simultaneously with the delivery of the deed, SELLER shall execute and deliver:

- a) Smoke & Carbon Monoxide Detector Certificate of Compliance;
- b) Wood, Gas, Coal or Pellet Stove and/or Outdoor Wood Burning Furnace permit(s), where applicable
- c) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- d) A bill of sale for all personal property included as part of the sale, if requested by the BUYER.
- e) FNMA Vendor's affidavit FNMA 1099;
- f) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulation issued thereunder, which states, under penalty of perjury, the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER's address (the "1445 Affidavit");
- g) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding.



25. RISK OF LOSS-INSURANCE AND DAMAGE PRIOR TO CLOSING: Prior to the delivery of the Deed, the risk of loss shall be on the SELLER. SELLER shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Property.

26. ACCEPTANCE OF DEED: Acceptance of the deed by BUYER shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. THE BUYER FURTHER ACKNOWLEDGES THAT THE BUYER IS PURCHASING THE PROPERTY 'AS IS' and BUYER has not relied upon any statements or representations, oral or written, regarding the condition or value, present or future, of the Property made either by the SELLER or the SELLERs Agents, which are not otherwise contained in this Agreement and that the SELLER's Agents are acting exclusively upon behalf of the SELLER. All oral or written representations between the parties are merged herein. BUYER further acknowledges it is the BUYER'S responsibility prior to closing to obtain any and all governmental permits for any intended use of the Property including, but not limited to, health or environmental department, planning or zoning board approvals. SELLER and SELLER'S representative(s) make no representations as to the adequacy of the Property being conveyed for BUYER'S intended purposes, disclosed or undisclosed.

27. MERGER: The parties agree that this Agreement contains all of the terms and conditions of this transaction. It is mutually agreed that any oral or prior written representation made by either party prior to the execution of this Agreement is null and void. This Agreement shall be construed as a legal contract under seal and is binding upon the parties, and their respective heirs, successors, and assigns.

28. SURVIVAL: Notwithstanding any presumptions to the contrary, all covenants, conditions, and representations contained in this Agreement, which by their nature, implicitly or explicitly, involve performance in any particular manner after the Closing and delivery of the deed, or which cannot be ascertained to have been fully performed until after the Closing and delivery of the deed, shall survive the Closing.

29. TERMINATION: In the event the BUYER terminates this Contract in accordance with the provisions herein relating to "Mortgage / Insurance Contingency," "Risk of Loss Insurance," "Inspection Contingency," "Septic System Inspection", default by SELLER, or the failure of any contingency shown under special conditions, the Escrow Agent shall forthwith refund such deposit money together with accrued interest thereon (if applicable) to the BUYER.

▶ **30. BUYER'S DEFAULT:** If the BUYER defaults, BUYER shall be liable to the SELLER in the amount of \$100,000 of the purchase price, as liquidated damages, which shall be SELLER's exclusive remedy in law or in equity. The deposits shall be applied to the payment of said liquidated damages.

31. RELEASE OF DEPOSITS: The deposits (~~which term shall include all interest earned, if any~~) made hereunder shall be held in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The deposits may not be released from escrow without the assent of both BUYER and SELLER. The recording of the deed to the Property shall constitute such assent. In the event of any disagreement, the Escrow Agent shall retain the deposits pending written instructions by both the SELLER and BUYER, or by a court of competent jurisdiction. So long as Escrow Agent served in good faith, BUYER and SELLER each agrees to hold harmless Escrow Agent from damages, losses, or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto. BUYER and SELLER acknowledge that the Escrow Agent may be counsel or fiduciary to one of the parties and agree that Escrow Agent may continue to act as such counsel or fiduciary notwithstanding any dispute or litigation arising with respect to the deposits or Escrow Agent's duties.

32. GOVERNING LAW: This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

33. DISCLOSURES: BUYER acknowledges that they have been provided with a completed 'Mandatory Licensee-Consumer Relationship' form Lead Paint Property Transfer Notification Certification (for residences built before 1978); Home Inspectors Facts for Consumers brochure, prepared by the Office of Consumer Affairs. Right to Farm disclosure (if applicable).



▶ **34. SPECIAL CONDITIONS / ADDENDA:** See attached addendum(s), incorporated here by reference.
 Either Party may avail themselves of an attorney review period of up to 3 Business Days from the Sellers' Signed Acceptance for technical edits and/or corrections.

▶ **35. TERMINATION OF OFFER:** This offer is subject to SELLER(s) execution and delivery of this agreement to BUYER by (time) 5:00 a.m. / p.m. and (date) 8/4/2023, after which time this offer is void and terminated, and deposit paid by BUYER shall be returned.

36. TIME: Time is of the essence of all provisions of this agreement, unless otherwise specified elsewhere in this agreement. Any reference to "days" shall mean calendar days and is not intended to mean only business days.

37. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, e-mail delivery of a ".pdf" format data file, or through a secure electronic signature service, such signatures shall create a valid and binding obligation of the party(s) executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original thereof.

38. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL: Executed under seal by the Parties hereto as of the latter of all dates set forth below, and incorporating all provisions on pages 1 through 6, together with referenced additions, if any.

▶ <u>DAVID THORNE</u> 08-04-2023 4d33ed3 SELLER: DATE <hr/> <u>TERRY THORNE</u> 08-04-2023 fac38fb SELLER: DATE <hr/> Michael J. Considine SELLER's Attorney's Name <hr/> n/a none SELLER's Real Estate Agent Name License # <hr/> SELLER's Real Estate Firm Name License #	<u>Carol Bosco Baumann</u> 08-01-2023 4b8a13d BUYER: DATE <hr/> BUYER: DATE <hr/> Peter Puciloski BUYER's Attorney's Name <hr/> n/a none BUYER's Real Estate Agent Name License # <hr/> BUYER's Real Estate Firm Name License #
---	--

-----SELLER'S ACKNOWLEDGEMENT AND REJECTION OF OFFER -----

By signing below, SELLER(S) acknowledges receipt, review and rejection of the offer presented by Seller's Agent.

▶ _____
 SELLER: DATE / TIME

 SELLER: DATE / TIME



Michael Lanoue, Chair
Peter Stanton, Vice Chair
Ruby Chang, M.D.
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Phone: 413-528-0680
rjurczyk@townofgb.org

TOWN OF GREAT BARRINGTON MASSACHUSETTS

BOARD OF HEALTH

February 26, 2024

Special Permit #941-24: Application from the Community Development Corporation of South Berkshire, c/p Philip Orenstein, Interim Executive Director, to permit a hotel use at 453 Stockbridge Road, Great Barrington. Application is filed in accordance with Sections 3.1.4 C(8), 7.10, and 10.4 of the Zoning Bylaw.

Dear Selectboard

The Board of Health reviewed this Special Permit application during the February 22, 2024 Board of Health Meeting. The Board asked questions related to the existing well, Food Establishment, and Recreational Pool (currently not operational). The BOH agreed to recommend this Special Permit to the Selectboard.

Peter Stanton: Motion to positively pass this Special Permit to the Selectboard

Dr. Chang: Second

Vote: 3-0

Sincerely,
Rebecca Jurczyk
GB BOH Agent



TOWN OF GREAT BARRINGTON
MASSACHUSETTS

PLANNING BOARD

February 18, 2024

Selectboard
Town Hall 334 Main Street
Great Barrington, MA 01230

Re: Special Permit: 453 Stockbridge Road

Dear Members of the Selectboard:

At its meeting of February 8, 2024 the Planning Board voted to send a positive recommendation on the special permit application from the Community Development Corporation to permit a hotel use at 453 Stockbridge Road.

Thank you for your consideration of this recommendation.

Sincerely,

Kimberly L. Shaw

Kimberly L. Shaw
Planning Board Secretary

Cc: Chris Rembold, Assistant Town Manager/Director of Planning and Community
Development

Shepley Evans
Conservation Agent

E-mail: conservation@townofgb.org
www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Tel: (413) 528-1619 x2 then x8
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

CONSERVATION COMMISSION

TO: Great Barrington Selectboard

FM: Conservation Commission
Shepley Evans, Agent

DATE: February 29, 2024

RE: Special Permit# 940-24

NAME,
ADDRESS

& PROJECT: Application from Community Land Trust in the Southern Berkshires to modify Special Permit #297-86 by removing one acre of open space from the subject property on Christian Hill Road shown on the Town Assessor's Maps as Map 32 Lot 5H and which includes the Forest Row residential development.

The Conservation Commission has received a copy of the subject Special Permit application and has reviewed various Mass GIS based maps and recorded surveys of the property and surrounding terrain. The Commission has no jurisdictional interest in the removal or conveyance of one acre of open space, and has determined that there are no jurisdictional Wetland or Scenic Mountain areas of concern on the subject acre itself. However, a preliminary review of the surrounding neighborhood indicates that there is a wetland area on neighboring property immediately to the West, and the Commission will therefore want to review any future plans for construction on the conveyed acre with regard to potential impacts on said neighboring wetland resource area.

Respectfully,

Shepley Evans
Conservation Agent

CC: Chris Rembold

EXHIBIT A

FINDINGS OF FACT AND BASIS FOR DECISION

Re: Special Permit #941-24
Applicant: Community Development Corp of South Berkshire (CDCSB)
Site: 453 Stockbridge Road

A. Introduction

This Special Permit application was filed on January 23, 2024 by the CDCSB, with permission of the property owner David and Terry Thorne, seeking permission under Sections 3.1.4 C(8), 7.10, and 10.4 of the zoning bylaw for a hotel use at 453 Stockbridge Road.

B. General Findings

The existing property is known as the Thornewood Inn. It is in the B2A zoning district where hotels of up to 45 rooms are allowed by Special Permit, but, despite being used as a hotel by the current Owners since the mid-1980s, the property does not have a Special Permit. The property has 12 guest rooms, parking for guests and employees, a restaurant (now closed, but previously open to the general public) with associated kitchen, and a swimming pool. The guest rooms each have private bathrooms.

The CDCSB seeks to acquire approximately 2.5 acres including existing buildings from the existing Owner and continue the current hotel use, increasing the number of rooms to 18. As stated in the application, the CDCSB intends to use the rooms for workforce housing, after undertaking minor renovations to the interior, including converting the portions of the main floor sitting area into two new units. There will remain common area on the main floor for use by the residents or for future conversion into several more units, if warranted by demand. As a hotel, the rooms would be rented on a month-to-month basis. A majority of the rooms will be affordable for people earning up to 100 percent of the Area Median Income

All existing structures conform to the dimensional requirements of the zoning bylaw, and no new structures are proposed.

The parking lot is not striped or delineated, but the Applicant indicates there is space for about 50 cars. The property has two driveways: one accesses Route 7 / Stockbridge Road on the east side, and the other accesses Route 183 / Old Stockbridge Road on the west side. There are no known parking or traffic safety concerns at these locations. Nor are there stormwater runoff concerns caused by the parking lot. The parking lot is gravel, and there is a catch based at the bottom of the driveway at Route 183 to prevent runoff onto Route 183.

The property is served by its own drinking water well and has used this well for the 40 year history of the property. The well has provided a sufficient supply for wide variety of historical use scenarios, including a full capacity Inn with 12 rooms plus the residence, weddings and other functions, and the former restaurant. The water quality is tested monthly in accordance with Mass DEP regulations. Sewerage is provided by the Town's sewer system; the Town DPW reports no sewer issues from this property.

The Planning Board and the Board of Health have made positive recommendations to the Selectboard. The Conservation Commission determined the proposal has no wetlands or scenic

mountains act impacts and therefore is not jurisdictional.

C. Special Permit Criteria and Findings

Per Section 10.4.2 of the Zoning Bylaw, granting of a special permit requires a written determination by the Special Permit Granting Authority “that the adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site.” This determination shall be made based on the consideration of six criteria, as follows.

1. *Social, economic, or community needs which are served by the proposal.*

The proposal will utilize an existing structure and an already-developed property in order to serve workforce housing needs, providing housing for people on modest incomes and working in the local economy. The need for a variety of low-cost and affordable housing opportunities is well documented in the Town’s 2013 Master Plan and 2020 Housing Needs Assessment. By repurposing an existing building, the proposal will add units to the housing supply at a much lower construction cost, and much quicker, than building a new structure. The provision of workforce housing is an important aspect of this proposal, and the Selectboard may impose conditions to ensure this benefit is achieved.

2. *Traffic flow and safety, including parking and loading.*

There are no known parking or traffic safety concerns caused by the existing hotel/restaurant. Six additional rooms are proposed, a relatively small increase in the context of Route 7 and Route 183, and the additional rooms are not likely to have any negative traffic, parking or loading impacts. Too, the existing restaurant which can handle 99 persons will be discontinued by the Applicant, reducing the peak traffic generation and parking demands. However, a special permit condition may be imposed to limit the number of rooms, in order to reduce the possibility of future parking and traffic safety issues.

3. *Adequacy of utilities and other public services.*

The property has a private well and is served by the municipal sewer system. Both are adequate to serve the proposed use. The property has a fire safety plan and passed all applicable requirements its most recent Fire Inspection. The additional six rooms will have no negative impact on the capacity of the sewer system.

4. *Neighborhood character and social structures.*

There are no anticipated impacts to neighborhood character or social structures. The current use is transient in nature, and the proposed use is not markedly different. In fact the occupancy under the proposed hotel use may slightly less transient than a typical tourist hotel. Further, no new structures are proposed and the only substantial construction will be inside the building.

5. *Impacts on the natural environment.*

No tree clearing, construction, or paving is proposed. There are no known stormwater issues or runoff issues. The proposal will have no impact on the natural environment.

6. *Potential fiscal impact, including impact on town services, tax base, and employment.*

The existing property is assessed at approximately \$900,000, paying a total of approximately \$15,000 in real estate related taxes in the current fiscal year. The CDCSB, a non-taxable nonprofit organization, plans to own and operate the property, likely making

the property exempt from real estate taxes. However it is expected to remain subject to other taxes and fees including hotel room taxes and sewer fees.

Finding:

While the proposal will remove the property from the real estate tax rolls, the Selectboard finds this detriment is more than offset by the workforce housing benefits to be provided under this proposal. The proposal will create 18 residential opportunities which will help meet the urgent need for more low-cost housing opportunities. In consideration of these findings, the Selectboard finds that the benefits of the proposal outweigh detrimental impacts.

Proposed Conditions:

1. There shall be a maximum of 20 hotel rooms.
2. At least 10 of the hotel rooms shall be rented to persons or households earning no more than 100 percent of area median income, and the rent for those 10 units, including tenant utility costs, shall not exceed 33 percent of the tenant person's or household's income.

SPECIAL PERMIT

CDCSB, hotel at 453 Stockbridge Rd

SP # 941-24

Community Development Corporation of South Berkshire, to permit a hotel use at 453 Stockbridge Road, Great Barrington. Application is filed in accordance with Sections 3.1.4 C(8), 7.10, and 10.4 of the Zoning Bylaw.

DRAFT MOTIONS

(If the Board has amended the Findings based on the Public Hearing and its discussion, be sure to specify those changes and approve the findings "as amended.")

1. VOTE ON FINDINGS

I move to approve the Findings of Fact for Special Permit #941-24, as *written* / as *amended* and referenced as Exhibit A.

Second: _____
Roll call vote: Elliott _____ Gabriel _____ Reed _____
 Davis _____ Bannon _____

2. VOTE ON THE SPECIAL PERMIT

I move, in view of the approved Findings of Fact, to *approve* Special Permit #941-24 to permit a remove one acre from the site's open space...

[with the following conditions if any:]

- 1. There shall be a maximum of 20 hotel rooms.
- 2. At least 10 of the hotel rooms shall be rented to persons or households earning no more than 100 percent of area median income, and the rent for those 10 units, including tenant utility costs, shall not exceed 33 percent of the tenant person's or household's income.

Second: _____
Roll call vote: Elliott _____ Gabriel _____ Reed _____
 Davis _____ Bannon _____



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358



APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="§12 General On-Premises"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The Applicant, Mahaiwe Performing Arts Center, Inc., is a Massachusetts non-profit corporation which operates its main theatre at 14 Castle Street, Great Barrington. The Applicant will offer additional performances at a separate leased location at 20 Castle Street (the "Licensed Premises"). Snacks and alcohol will be available to attendees at performances and events at the Licensed Premises.

Is this license application pursuant to special legislation? Yes No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name FEIN

DBA Manager of Record

Street Address

Phone Email

Alternative Phone Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The Licensed Premises are located on the first floor of premises at 20 Castle Street and are comprised of 2,253 square feet. The Licensed Premises will be used for performances and events with varied seating formats as follows: (1) table seating for up to 96 persons (80 in theater space and 16 seated in the adjacent room), (2) row seating for up to 116 persons (100 in theater space and 16 in the adjacent room), and (3) standing for 208 persons (140 in theater space and 68 in the adjacent room). See floor plans for all three formats attached.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name: Phone:

Title: Email:

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	December 2, 2002
State of Incorporation	Massachusetts	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Margaret C. Deutsch	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President/Chair of the Board of Trustees	NA	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Allison Wintner	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Vice Chair of the Board of Trustees	NA	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Madeleine Victor-Pieczark	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Vice Chair of the Board of Trustees	NA	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Ronald Ashendorf	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Clerk of the Board of Trustees	NA	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Lawrence Rutkowski	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Treasurer of the Board of Trustees	NA	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Mahaiwe Performing Arts Center, Inc.	On Premises	Wine and Malt Beverage	Great Barrington
License No 00089-GP-0464			

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month \$

Lease Ending Date

Rent per Year \$

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	NA
B. Purchase Price for Business Assets	NA
C. Other * (Please specify below)	██████████
D. Total Cost	██████████

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
N/A	
Total:	██████████

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

N/A
Renovation expenses to be paid by applicant from company funds.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
 Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1/1/2020	current	Executive Director	Mahaiwe Performing Arts Center, Inc.	Board of Trustees
7/1/2017	Jan 2020	Development Director	Mahaiwe Performing Arts Center, Inc.	Beryl Jolly
		See also Page 8 for	Additional Information	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

Yes No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does **not** pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

Yes No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Section 10.C. Manager Employment Information - Continued

Start Date	End Date	Position	Employer	Supervisor Name
9/1/2014	6/30/2017	VP of Institutional Advancement	Lesley University	Joseph Moore, Jeff Weiss
1/1/2008	8/30/2014	Chief Advancement Officer	Miss Hall's School	Jeannie Norris, Margaret Jablonski, Mary Grant, Julia Heaton
10/1/1997	12/31/2007	Director of Development	Miss Hall's School	Jeannie Norris
5/1/1994	9/30/1997	Director of Advancement	The Waldorf School of Garden City	George Rose, Charles Henderson, Rebecca Soloway

APPLICANT'S STATEMENT

I, Janis Martinson Sagarin the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of Mahaiwe Performing Arts Center, Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Janis Martinson Sagarin
Title: Executive Director

Date: 3/4/24

ENTITY VOTE

The Board of Directors or LLC Managers of Mahaiwe Performing Arts Center, Inc.
Entity Name
duly voted to apply to the Licensing Authority of Great Barrington and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on December 8, 2023
Date of Meeting

For the following transactions (Check all that apply):

- New License
- Change of Location
- Change of Class (i.e. Annual / Seasonal)
- Change Corporate Structure (i.e. Corp / LLC)
- Transfer of License
- Alteration of Licensed Premises
- Change of License Type (i.e. club / restaurant)
- Pledge of Collateral (i.e. License/Stock)
- Change of Manager
- Change Corporate Name
- Change of Category (i.e. All Alcohol/Wine, Malt)
- Management/Operating Agreement
- Change of Officers/
Directors/LLC Managers
- Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees)
- Issuance/Transfer of Stock/New Stockholder
- Change of Hours
- Other
- Change of DBA

"VOTED: To authorize Janis Martinson Sagarin
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Janis Martinson Sagarin
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Janis Martinson Sagarin
Corporate Officer /LLC Manager Signature

Janis Martinson Sagarin
(Print Name)

For Corporations ONLY

A true copy attest,

[Signature]
Corporation Clerk's Signature

RONALD ASHEWORTH
(Print Name)

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

Yes No

By passing a paint stewardship law, Massachusetts will:

SAVE MUNICIPALITIES
MONEY, SUPPORT LOCAL
RECYCLERS, & PROTECT
OUR ENVIRONMENT



A paint stewardship law will make it easy for all Massachusetts residents to properly manage both oil-based and latex paint. Recycling paint through the PaintCare program that H.823, S.551, and S.542 would establish will lower disposal costs for taxpayers, keep our waterways clean, and reduce the amount of hazardous waste going to landfills and incinerators.

A PAINT STEWARDSHIP LAW WILL:



Save local governments around \$3 million annually across the Commonwealth.



Make paint recycling easy and free for all MA residents, including those living in rural areas.



Prevent mismanagement of unwanted paint that pollutes waterways and the environment.

HOW A PAINT STEWARDSHIP SYSTEM WORKS

A point-of-sale fee of less than \$1 per gallon is collected by all paint retailers. The collected funds are managed by a non-profit producer responsibility organization, which represents paint manufacturers. Funds are used to establish paint collection sites, transport paint for processing, and distribute public education materials on proper management of paint.

PRODUCT STEWARDSHIP IS A PROVEN SOLUTION

Eleven states & Washington, D.C. have implemented paint stewardship laws, including the neighboring states of NY, RI, CT, VT, and ME. According to the Product Stewardship Institute, a Boston-based non-profit, paint stewardship programs have saved governments and taxpayers nearly \$300 million, and established more than 2,300 collection sites, over 70% of which are at voluntary retail locations.

SEE REVERSE FOR A LIST OF SUPPORTING MUNICIPALITIES AND ORGANIZATIONS IN MASSACHUSETTS

Waneta Trabert
MA Product Stewardship Council
City of Newton DPW
wtrabert@newtonma.gov

Sharon Byrne Kishida
MA Product Stewardship Council
Former MassDEP MAC
sbkishida@gmail.com

For more information on paint stewardship laws visit:
[PaintCare.org](https://www.paintcare.org)



WIDE SPREAD SUPPORT ACROSS MASSACHUSETTS

PAINT STEWARDSHIP HAS BROAD SUPPORT

The following municipalities, businesses, and organizations have signed an endorsement of paint stewardship. They are constituents from across Massachusetts. Municipalities representing 31% of the state population have voiced their support.

Local Governments

City of Boston
 South Shore Recycling Cooperative
 (representing 18 municipalities)
 City of Cambridge
 City of New Bedford
 City of Newton
 City of Somerville
 City of Malden
 City of Revere
 City of Salem
 Franklin County Solid Waste
 Management District
 (representing 21 municipalities)
 City of Leominster
 Town of Arlington
 City of Fitchburg
 City of Woburn
 City of Holyoke
 Northern Berkshire Solid Waste
 Management District
 (representing 13 municipalities)
 Town of Braintree
 Town of Falmouth
 Town of Middleborough
 Bourne Recycling Committee
 Town of Marblehead
 Town of East Longmeadow
 Town of Auburn
 Town of Swampscott
 Ipswich Waste Reduction Advisory
 Committee
 Town of Kingston
 Hilltown Resource Management
 Cooperative (representing 10
 municipalities)

Local Governments

Town of Tyngsborough
 Town of Boxford
 Town of Rockport
 Town of Harvard
 Town of Lee
 Town of Sherborn
 Town of Manchester-by-the-Sea
 Town of Sheffield
 Town of Ashby
 Town of Stockbridge
 Town of Shutesbury
 Town of Chesterfield
 Town of Hinsdale
 Town of Egremont

Businesses

Aubuchon Hardware
 Home Decor Group
 Recolor Paints
 Allonnia
 Black Earth Compost
 Clean-Seas, Inc.
 Helpsy
 Manchester Marine
 Pinto Recycling, Inc

Non-Government Organizations

Massachusetts Municipal
 Association
 American Coatings Association
 Product Stewardship Institute, Inc.
 National Stewardship Action
 Council
 League of Women Voters of
 Massachusetts
 Keep Massachusetts Beautiful
 Connecticut River Conservancy
 Seaside Sustainability
 Green Newton
 Cape Cod Anti-Litter Coalition,
 Inc.
 Cape Cod's Faith Communities
 Environmental Network
 Energy and Climate Committees of
 the Cape and Islands
 350 Mass Berkshires
 Salem Sound Coastwatch
 Keep Salem Beautiful
 Zero Waste Arlington
 Greening Greenfield
 Zero Waste Melrose
 Lee Greener Gateway Committee
 Saugus Action Volunteers for the
 Environment
 Sheffield Saves
 Shutesbury Recycling and Solid
 Waste Committee
 Sustainability Committee of
 Tyngsboro, MA
 Wachusett Earthday Inc
 Zero Waste Amherst

Paint Stewardship Bills H.823, S.542, and S.551

Thank you for this opportunity to share information about the environmentally important Paint Stewardship legislation presently before our legislature for the 7th time. My name is Tom Irwin. I live at 54 Central Ave in Dalton, MA. I am a retired chemical engineer and physician who while a member of the Dalton Waste Management and Recycle Committee learned of Paint Stewardship during a tour of a NY Transfer Station. The concept seemed perfect and after visiting CT, VT, and NY to confirm the program was well received by retailers and residents, I became an advocate for this legislation in MA and joined with 3 other concerned individuals.

Why is Paint Stewardship needed?

Massachusetts generates 5.9 million tons of trash annually but only has 3.2 million tons of annual trash incineration capacity. The remaining trash needs to be landfilled, but with only 5 active municipal landfills in Massachusetts and no new landfills planned, the majority of the remaining trash needs to be hauled out of state to places as far away as Ohio, western New York, and South Carolina. This is expensive and has a large carbon footprint. A Product Stewardship approach applied to waste streams such as paint, mattresses, plastics, and packaging, which are amenable to this approach, will help us begin decreasing this expensive burden.

What is Paint Stewardship?

Paint Stewardship is a program that allows residents to discard unwanted liquid Latex and Oil-based paints without cost at participating paint retail stores any day the stores are open. The retailers collect the returned paint in totes and when a tote is full call PaintCare, the non-profit created by paint manufacturers to manage the discarded paint. PaintCare then picks up the full tote and hauls it to a paint reprocessing plant where the returned paint is rebled and sold to entities like Restore and Habitat for Humanity. The Consumer's part is paying an extra fee of up to \$1 per gallon at time of purchase.

What benefits will your community see from Paint Stewardship?

1. It will be a service your residents will value. The desire to recycle rather than discard has resulted in between 30% and 60% of Latex returned to the Enfield, CT Sherwin Williams store coming from MA residents. Also notable, 92% of 735 MA residents dropping items off at the 7 HHW Days that I spoke with signed the petition encouraging their legislator to become a Bill co-sponsor.
2. Paint Stewardship begins addressing the solid waste issue by decreasing one category of waste going to our landfills.
3. It will also significantly decrease a toxic waste that occurs more often than we would like when oil-based paint is discarded inappropriately
4. It will present no cost to municipalities and will decrease HHW day costs
5. It will decrease greenhouse gases generated by the paint industry by approximately 4%
6. And finally, it likely will be a model for future Product Stewardship legislation that will address additional items, such as mattresses, solar panels, and packaging.

Why hasn't Paint Stewardship passed previously?

The problem stems from there being between 6,000 and 7,000 Bills considered each legislative session with only 4% being acted on in a session. This compels consideration of cost savings, which for Paint Stewardship is only \$2M annually, and public demand, which for Paint Stewardship isn't sufficient as a result of too few people being aware of the law.

Next Steps

Presently there are 29 representatives and 11 senators sponsoring or co-sponsoring the Paint Stewardship Bills, which is good. However, when the Bill arrives at the Ways & Means Committee early next year, as it has 6 times previously, it will be extremely valuable to have as many resolutions as possible from municipalities encouraging the Ways & Means Committee chairs to view the Paint Stewardship legislation favorably and send it to the legislative floor for a vote. Please consider adding your municipality's supportive resolution to this important cause.

Resolution in Support of Paint Stewardship Legislation

WHEREAS:

- Landfill capacity in Massachusetts has rapidly declined and no new capacity is expected; and
- The costs of hauling and disposal of waste materials have increased by over 30% in the last five years and are expected to continue increasing at similar rates; and
- A paint stewardship law would create a convenient collection network to properly manage all architectural paint from business and residential sectors and substantially decrease inappropriate discarding of paint, which is a toxic substance that can cause harmful environmental pollution; and
- A paint stewardship law will divert paint from waste disposal to its best and highest use, whereby there will be a small but real decrease in the total waste going to landfills; and
- Paint stewardship laws have been demonstrated as an effective means of diverting paint from landfills in our neighboring states of Connecticut, Rhode Island, Maine, Vermont, and New York; and
- A law supporting discarding of latex and oil-based paints at participating retail stores and transfer stations has strong support from constituents; and
- Municipal waste management systems were established a century ago to manage wastes like ashes, food scraps and horse manure, rather than the wide array of manufactured goods, including paint, which dominate today’s municipal waste, and
- The Massachusetts Municipal Association passed a resolution which supports statewide producer responsibility legislation in January 2019,

NOW, THEREFORE BE IT RESOLVED that the _____ urges the Massachusetts General Court and the leadership of both chambers to view the pending Paint Stewardship legislation favorably and take whatever actions are necessary to pass the Paint Stewardship bills into law, including voting favorably out of any and all committees. A Paint Stewardship law will begin relieving municipalities and consumers of ever-rising solid waste management costs, significantly reduce a toxic waste going to landfills and decrease greenhouse gases generated by the paint industry by 4%.

Pending Paint Stewardship legislation in the 2023-2024 legislative session includes Bills

- H.823 *“An Act Relative to Paint Recycling”*
- S.542 *“An Act to Establish Safe Paint Stewardship”* and
- S.551 *“An Act Relative to Paint Recycling”*

Resolution Adopted Date:

Vote: Ayes Nays Abstentions

Signed:

From: [Valerie Williamson-Angell](#)
To: [Natalie Amendola](#)
Subject: Re: Memorial Day Parade
Date: Monday, March 4, 2024 4:38:24 PM

****CAUTION:****
****This is an external email, be vigilant****
*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Sent from my iPhone
Hi Natalie!!
Monday May 27th at 11
Starting off at Dresser Ave and finishing in front of the town hall.
Thank you for all your help!!
Val

On Mar 4, 2024, at 2:53 PM, Natalie Amendola <NAmendola@townofgb.org> wrote:

Hi Val, writing to follow up on your question regarding the Memorial Day parade. When you have a moment can you please reply to this email with the date, start time, and approx. starting location for the Memorial Day parade?

We can use that reply as the formal request to the Selectboard. Please let me know if you have any questions – thank you!

Natalie

[<image001.jpg>](#)

Natalie Amendola
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Town Manager and Select
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The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

Stephen C. Bannon, Chair
Leigh Davis
Eric Gabriel
Garfield C. Reed
Ben Elliott



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TOWN OF GREAT BARRINGTON MASSACHUSETTS

SELECTBOARD

March 26, 2024

Comments emailed to: RIHousatonic@epa.gov

Re: GE-Pittsfield/Housatonic River Site: Quality of Life Compliance Plan, December 2023

Dear EPA:

The Town of Great Barrington Selectboard has reviewed the above referenced Quality of Life Compliance Plan and offers the following comments:

1. As a general comment, while this plan is a site-wide plan, and more detailed plans will be developed for each remediation unit to address the specific approach for the remediation at that location, EPA's attention to this plan is critical because it will be a framework for those future plans. This plan is an important opportunity to identify and plan for the broad scope of quality of life impacts that may arise from the Rest of River (ROR) remediation.
2. The plan should include a requirement to identify, assess, and address visual impacts. The current draft plan focuses on parameters of air quality, noise, odor, and lighting. There are additional parameters of interest and concern to the community, including aesthetic (visible) impacts to the natural environment, such as trees, riverbanks, and river features. In Great Barrington, for example, the western banks of Rising Pond are particularly beautiful. Therefore we look forward to reviewing GE's specific plans to avoid widespread aesthetic impacts to the banks, riverside forests, and bald eagle nests, during the remediation of Rising Pond.
3. The plan should include a description of how GE will continue to maintain open and transparent communication with residents/landowners to ensure the ultimate remedial action achieves the landowner's expectations.
4. The plan should include an assessment of specific air quality, odor, noise, or light events, in addition to the averaging approach described. The process of averaging dilutes the result from a single event giving a false impression that these events are not harmful. For instance, a single burst of noise can yield harm, and should therefore be acknowledged. Furthermore, analysis of event-specific noise results would help determine time periods (and associated activities) that yield the most problematic conditions. This isolation of the data would assist GE in amending their work activities with this event-specific data, and thus avoid practices that are disturbing events, as well as those practices that could cause harm and stress over time.
5. The plan's air quality monitoring program should be as robust as possible, and should include sampling of dust for total PCB analysis, as well as the sampling of particulate matter. The plan should also ensure that EPA and/or other independent agencies monitor the data for accuracy and precision.

6. We appreciate that the plan indicates that GE will work cooperatively with each ROR municipality and with the state to facilitate the enhancement of recreational activities, such as river access for canoeing and other water activities, prior to completion of remediation in each work area. This plan, or those future discussions, should also include, where necessary, the plans for accessibility across/over existing barriers like railroad tracks or steep slopes in order to safely access the river recreation points.

7. The plan should be required to be amended to accommodate any lessons learned as each remediation work area is undertaken and accomplished, in keeping with the Adaptive Management approach required by the EPA. Finally, the plan should recognize that what is “quality of life” to one community at one point in time may in fact change over the long life of this remediation process, as community composition and attitudes evolve, and that the plan may need to be updated over the long life of the ROR remediation.

Thank you for the opportunity to comment on the proposed Quality of Life Compliance Plan. And thank you for providing Technical Assistance Services for Communities (TASC) to the Rest of River municipalities.

Sincerely,
The Great Barrington Selectboard

Stephen C. Bannon

Garfield C. Reed

Leigh Davis

Ben Elliot

Eric Gabriel