

Mark Pruhenski
Town Manager

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www.townofgb.org



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Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Regular Meeting
via Zoom, Order of Agenda for Monday, August 22, 2022, at 6:00 PM

****REVISED AGENDA – Item 7B****

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84727797185?pwd=NDFRUjFITE12eDN3bE5LaTNBQ0RmZz09>

Webinar ID: 84727797185

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 the Governor's July 14, 2022 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Selectboard will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

*****ALL VOTES ARE ROLL CALL*****

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
 - a. Roll Call
2. APPROVAL OF MINUTES
 - a. August 8, 2022
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
5. PUBLIC HEARINGS
 - a. William Heaton and Christine Bump for Black Sheep Brewing Company d/b/a Big Elm Brewing at 389 Stockbridge Road for a New Farmer Series Pouring Permit, Christine Bump Manager
6. PREVIOUS BUSINESS
 - a. Housatonic School re-development presentations
 - i. Arete Venture Partners, LLC
 - ii. WDM Properties, LLC
7. NEW BUSINESS
 - a. Acceptance of a deed of 2,228 square feet of land on the east bank of Rising Pond from General Electric Company, for the purpose of improvements to the Town's wastewater pumping station.

- b. Acceptance of an easement over 2,699 square feet of land at 927 Main Street from Massachusetts Electric Company, for the purpose of improvements to the Town's wastewater pumping station.

8. CITIZEN SPEAK TIME

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

9. SELECTBOARD'S TIME

10. MEDIA TIME

11. CONVENE INTO EXECUTIVE SESSION (and will not return to open session)

- a. Executive Session under MGL Ch 30A, sec. 21(a) for the following purpose: (3) To discuss strategy with respect to litigation, regarding Housatonic Water Works. And, (6) To consider the purchase, exchange, lease or value of real estate, regarding Housatonic Water Works.

Motion: Move that the Board meet in executive session pursuant to MGL Ch. 30A sec. 21(a) for the following purpose: (3) To discuss strategy with respect to Housatonic Water Works because an open discussion may have a detrimental effect on the litigation position of the Board. And, (6) to consider the purchase, exchange, lease or value of real estate, regarding Housatonic Water Works because an open discussion may have a detrimental effect on the negotiating position of the public body, and not to return to open session

Roll Call Vote

- b. Executive Session under MGL ch 30A, sec. 21 (a) for the following purpose: (7) To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements.

Motion: Move that the Board meet in executive session pursuant to MGL Ch. 30A sec. 21 to approve executive session minutes from the following meetings:

July 11, 2022

Roll Call Vote

12. ADJOURNMENT

NEXT SELECTBOARD MEETING

September 12, 2022



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.

**TOWN OF GREAT BARRINGTON
NOTICE OF PUBLIC HEARING**

The Selectboard will hold a public hearing on Monday, August 22, 2022 at 6:00 PM, via Zoom to act on the application of Black Sheep Brewing Company d/b/a Big Elm Brewing at 389 Stockbridge Road for a New Farmer Series Poring Permit, Christine Bump Manager.

Stephen Bannon
Chair



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):

- 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

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



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

APPLICATION FOR A NEW LICENSE

Municipality: Great Barrington

1. LICENSE CLASSIFICATION INFORMATION

Table with 4 columns: ON/OFF-PREMISES, TYPE, CATEGORY, CLASS. Values: On-Premises-12, Farmer Series Pouring Permit, Malt, 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.

Big Elm Brewing is applying for a new Farmers Series Pouring Permit for the location at 389 Stockbridge Road in Great Barrington, MA 01230.

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: Black Sheep Brewing Company, FEIN: 20-2489546, DBA: Big Elm Brewing, Manager of Record: William Heaton, Street Address: 389 Stockbridge Road, Phone: 413-229-2348, Email: bigelmbrewing@gmail.com, Alternative Phone: 413-441-7351, Website: bigelmbrew.com

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.

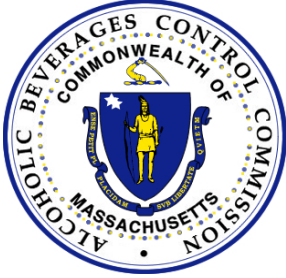
389 Stockbridge Road , Great Barrington, MA 01230 , Plot 8-3 on the accessors map, consists of a freestanding building in a commercial district. The building is an old farmhouse with two floors and a total of 1600 sq.ft. The main floor is approximately 1200 sq. ft. of space with two entrances and three exits. The second floor is approximately 400 sq. ft. and will be used for office space and storage. The public will not have access to the second floor. The building is ADA accessible with an ADA restroom. There is an open side porch on the southern

Total Square Footage: 1600, Number of Entrances: 2, Seating Capacity: 49, Number of Floors: 2, Number of Exits: 3, Occupancy Number:

4. APPLICATION CONTACT

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

Name: William Heaton, Phone: 413-229-2348, Title: vice president, co-owner, Email: bigelmbrewing@gmail.com



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

FARMER-BREWERY LICENSE

M.G.L. c. 138, § 19C

This Farmer-Brewery License authorizes the following licensee to manufacture and brew, keep and expose for sale and to sell in kegs, casks, barrels, bottles or other containers malt containing not more than twelve percent alcohol by weight:

Black Sheep Brewing dba Big Elm Brewing

389 Stockbridge Road
Great Barrington, MA 01230

Approved by the Alcoholic Beverages Control Commission on July 28, 2022

Jean Lorizio, Chairman

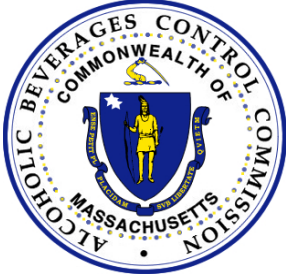
Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **FB-LIC-000339**
Record Number: **2022-000013-FB-APP**
Capacity: **5K Barrels or Less**

THIS LICENSE WILL EXPIRE DECEMBER 31, 2022 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS LICENSE MUST BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS PLACE WHERE IT CAN BE EASILY READ



Commonwealth of Massachusetts
Office of the State Treasurer
Alcoholic Beverages Control Commission

TRANSPORTATION & DELIVERY PERMIT

M.G.L. c. 138, § 22

This Permit hereby authorizes the use of the following vehicle for transportation and delivery of alcoholic beverages:

Vehicle Plate Number

V44910

Related License:

BLACK SHEEP BREWING DBA BIG ELM BREWING

ABCC License Number: FB-LIC-000339

License Type: Farmer Brewery

Approved by the Alcoholic Beverages Control Commission on July 28, 2022

Jean Lorizio, Chairman

Crystal Matthews, Commissioner

Deborah Baglio, Commissioner

License Number: **TR-LIC-010045**

Record Number: **2022-000013-FB-APP**

THIS PERMIT WILL EXPIRE DECEMBER 31, 2022 UNLESS REVOKED OR CANCELLED DURING THIS PERIOD

THIS PERMIT SHALL BE CARRIED IN THE VEHICLE AT ALL TIMES

Housatonic School Building RFP
Letter of Interest

From: Jeff Glickman & Elliot Fireworker
c/o Arete Venture Partners LLC
39 Newport Drive
Nanuet, NY 10904

To: Selectboard Committee
Town Hall
334 Main Street
Great Barrington, MA 01230

June 3, 2022

To Whom It May Concern:

We hope this letter finds you well.

Please allow this letter to serve as a formal representation of interest in regards to the RFP posted by the town of Great Barrington regarding the Housatonic School Project.

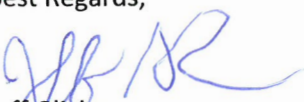
If awarded, Jeff Glickman & Elliot Fireworker shall serve as the General Partners for a corporation to be named later. Jeff Glickman shall serve as the point-person, his contact information is included in multiple documents attached.

The intended use in this proposal for the Housatonic School is a mixed-use building, consisting of 14 residential rental apartments (a portion of which shall be considered for affordable housing designation, pending negotiations) and the main-floor shall serve as community flex-space wherein one retail business shall operate, and various community groups and not-for-profits shall have shared access throughout the year. The project also considers a rain garden and a gold-standard, clean-water filtration system, as well as a tent/gazebo pop-up for year-round community events which are intended to work in co-operation with the township of Great Barrington and utilize the neighboring parkette.

Attached you will find all required materials for this stage of the application. Our team is ready to mobilize on this project and work in conjunction with Great Barrington to modify the project to suit needs and best uses in good faith.

We look forward to hearing from you and discussing this project further.

Best Regards,


Jeff Glickman


Elliot Fireworker

THE HOUSATONIC SCHOOL PROJECT

Project Description, “New Housatonic Place”

The subject property lies on 207 Pleasant Street, adjacent to the Alice Bubriski Playground and green space with wonderful vistas of the natural mountains and trees of the Monument Mountain Reservation located across the Housatonic River.

THE VISION

Arete Venture Partners, LLC and Maybenexttime Inc. will be enthusiastically transforming the former Housatonic School building into a vibrant **mixed-use facility** that would greatly benefit the broader Great Barrington community as well as future residents and occupants of the building.

In an effort to preserve the beauty and history of the school building as well as understanding the need for an engaging and creative community space, coupled with an affordable residential housing component, developer is proposing to provide residential housing units on the ground and upper floor with a café/coffee shop and arts center on the lower level.

For simplicity’s purposes the project will be called “New Housatonic Place” (NHP).



RESIDENTIAL COMPONENT

The ground and 2nd floors of NHP will be rebuilt and remodeled into 14 sparkling, fresh, and comfortable residential units, with 7 units per floor. Utilizing some of the existing demising walls, the project will endeavor to narrow the existing common area into a still-spacious hallway, and create a mix of studio, one-, and two-bedroom units. Comprising a total of approx. 14,500 sq. ft., the units will be between 800-1200 sq. ft. each, plus common area.

The units will take advantage of the ample natural light and high ceilings to create living spaces which promote community, interaction, and creativity in personal living.

All apartments will boast independent climate control, replete kitchens, high quality finishings, washer/dryer stations and modern lighting, helping to amplify the small touches, attention to detail, and highlight many of the original historical elements left in place as design features. In effect the NHP will present character based, old-world spaces with all the creature comforts required for modern living.

NHP will commit to 20% (i.e., 3 total) units being committed to affordable housing for the long term, all other units shall be free-market.

COMMERCIAL COMPONENT

The lower level of the NHP will be *partially* (i.e., with flex partition) separated into two halves; the west side and the east side. On the west side NHP will feature an approx. 2,500 sq. ft. Community area and on the east side, a 3500 sq. ft. for commercial business. There will also be approx. 1,000 sq. ft. of common area and newly designed mechanical space.

The commercial business space shall be leased to a "Be-Good" type operation (i.e. A business based on community focus, be it a coffee shop, bicycle rental, outdoor consultancy, etc.) and shall help to co-manage the community side of the space by managing the comings and goings of various not-for-profits who shall have allotted times to use the west side throughout the year. NHP shall work with the town of Great Barrington and to make significant community outreach to identify, negotiate, and partner with appropriate not-for-profit organizations who wish to make use of the flex space.

The newly established Community Flex Space will be strongly attached to local art organizations and institutions of education to ensure ongoing programming and community wide use of the space as well as adjacent park.

With the addition of the exterior Tent, and making use of the adjacent Bubriski Parkette, the NHP building shall host multiple community-minded Great Barrington events throughout the year. Any such event shall make use of the tent, the adjacent dig-out next to the building



The east-side business shall be designed to ‘flow’ and compliment the community flex space and engender an environment of relaxation and productivity. While the business operator will perform their own tenant-fit-out, the “clean shell” provided to the operator will be properly finished with exposed character elements, spacious area, functional roughed-in HVAC, Electrical, and the appropriate layout to suggest and ease the installation of a business where interaction, communication, and solace ring true. The operator shall be carefully chosen by NHP with an eye towards co-operative engagement.

The east side business will also boast exterior space as part of the exterior overhaul of the building

EXTERIOR & FAÇADE

The exterior of NHP will be freshened and brought up to present standards while respecting and utilizing the historical elements of the existing building. The elements of the building which have stood the tests of time shall continue to do so, all finishings and cladding shall be in keeping with historical standards and breathe new life into the visual appearance of the building.

On the east side of the building (exterior the commercial space), the developer shall dig out the existing flat pavement and bring the grade down to existing basement floor height, in order to provide walk-out open space with tables and seating areas. This new area will integrate with the existing Alice Bubriski playground, and while the delineation between lots can be maintain, the connection between the newly designed exterior space and the playground will be seamless. In essence the smoothing of areas of live-to-work-to-play shall serve as the fundamental “raison d’etre” of the NHP project.

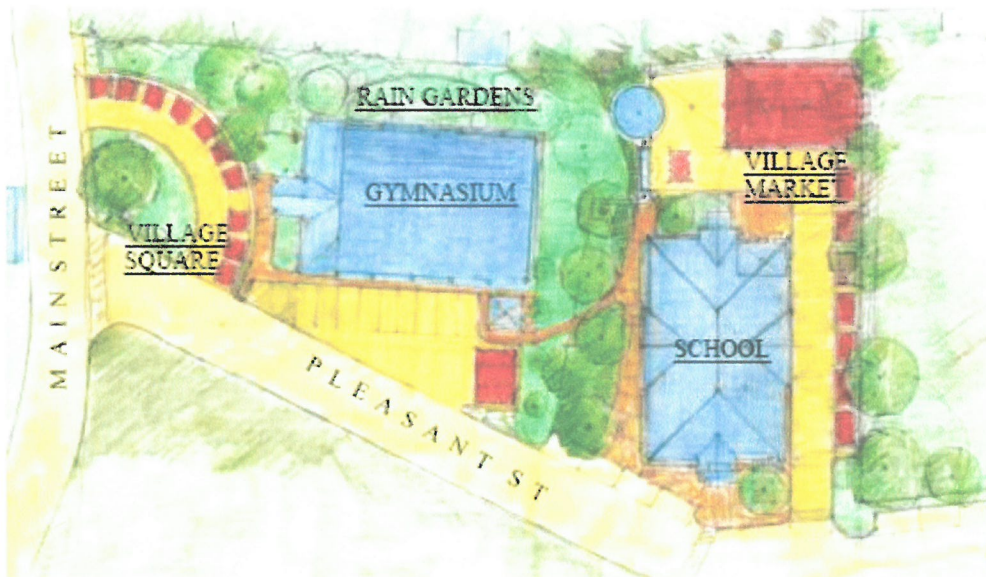
As noted earlier the North side of the property shall also allow for a pop-up Tent (which shall be stored on premises) for events as needed. If desired, various exterior BBQ’s or cookware can be utilized to create an exterior catered event, which the building can essentially host (and whose bathroom facilities can accommodate).

RAIN GARDEN

The design of the building as proposed by Blue Line Designs shall incorporate a top-tier environmentally conscious rain garden in order to deal with water run-off and best utilize rainwater to be diverted into planters and external green areas incorporated into the landscaping on all sides of the building.

In addition, the building shall seek out a reference-standard water filtration system for clean and recycled water in the building’s potable water supply.

The NHP shall point the way for future like-minded projects in the township of Great Barrington.



FINANCIAL OVERVIEW

NHP shall work with the township of Great Barrington in a purchase agreement for the property.

NHP shall request funding from the town for;

- Environmental Remediation (included in project budget and costs)
- Noted \$650,000 contribution
- Additional funds for affordable housing component
- Annual property tax abatement (STA)
- Appropriate allocation of Not-For-Profit zoning/tax assessment

NHP shall work with local banks and lenders to acquire the necessary debt to complete the project.

NHP shall invest the required equity contribution to complete the project.

NHP and its partners shall take out no (i.e., zero) fees either corporately or personally for the project's development, and rather reinvest the allotted developer fee as budgeted into the project.

TIMELINES

Project negotiation

June 15 – July 30, 2022

Due Diligence; Environmental, Architectural, Structural

August 1 – August 30, 2022

Drafting, Planning, Tendering Contractor Bids, Pricing

August 15 – October 15, 2022

Application for Various Additional Grants (water system, etc.)

September 30, 2022

Finalizing Contractor Agreements

October 30, 2022

Submission of Permit Applications

October 30, 2022

Debt Financing Securitization

August 1 – October 30, 2022

Initiate Renovations

November 15, 2022

Renovations

(Please note as material logistics and delays make scheduling difficult timelines are highly estimated)

Demo/Disposal

Exterior (Roofing/Windows/Waterproofing partial/Tuckpoint)

November 30 – Jan 30, 2023

Framing

February 1 – February 28, 2023

HVAC/Electrical/Plumbing

March 1 – May 30, 2023

Exterior/Hardscape/Dig out/Plan

May 1 – June 30, 2023

Insulation/Drywall

June 1 – June 30, 2023

Kitchens/Bathrooms/Trims

July 1 – July 30, 2023

Finals (HVAC Systems, paint, outstanding deficiencies)

August 1 – September 30, 2023

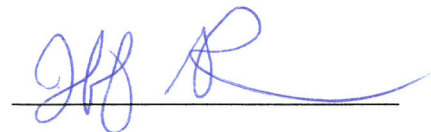
Ready to Rent Residential

October 1, 2023

Ready to Rent Commercial


November 1, 2023

Very truly yours,



By: Jeff Glickman

Manager, Canuck Moose Enterprises, LLC



By: Elliot Fireworker

Manager, Arete Venture Partners, LLC

Description of Development Team

Primary Respondent

Jeff Glickman shall serve as the project's primary correspondent, he will be acting (along with Elliot Fireworker) as the project's General Partner and overall Manager.

He can be contacted as follows:

Jeff Glickman
25 Lynnhaven Road
Toronto, ON
M6A 2K7
647.709.4542
thejeffglickman@gmail.com

The Development Team

Jeff Glickman / MAYBENEXTTIME INC – General Partner
25 Lynnhaven Road
Toronto, ON
M6A 2K7
647.709.4542
thejeffglickman@gmail.com

Elliot Fireworker / ARETE VENTURE PARTNERS LLC – General Partner
39 Newport Drive
Nanuet, NY
10904
718.490.9945
efireworker@aretevp.com

Anthony Barnaba / Blue Line Design – Architect & Engineering Provisions
146 1st St
Pittsfield, Massachusetts
01201
(413) 442-7100
anthony@bluelinedesign.com

Michael Buchanan – Design Consultant
110 Marquand Ave
Bronxville, NY
10708
917-273-6778
mbuchanan@iea.us.com

General Contractor – The General Contractor is yet to be determined on this project.

Suzann Ward / Housatonic Realty – Marketing, Leasing, Community Outreach
402 Park St
Housatonic, MA
01236
[413-274-5065](tel:413-274-5065)

Organizational Structure

Arete Venture Partners and Maybenexttime Inc. shall serve as joint General Partners and Managers to the project and shall form a single purpose incorporated entity for the project, once awarded.

All communications from the township of Great Barrington and Housatonic shall flow through Jeff Glickman who shall act as the “point person” for interfacing and resolving all matters. In case of emergency or alternative contact Elliot Fireworker shall be available.

Glickman and Fireworker shall engage in good faith negotiations and discussions to arrive at a mutually agreeable financial arrangement with the Township, concurrent with being awarded the project.

Continual overseeing of the project construction, management, and on-site visits shall be shared between Glickman and Fireworker.

Suzann Ward and Housatonic Realty shall serve as local interfacing points of contact for the leasing and marketing, including the newly designed and built community flex space.

Readiness of the Development Team

The assembled team as noted above is standing by to commence with the project, immediately, once awarded.

Housatonic School RFP Proposal

Description of Prior Development Experience

Jeff Glickman / Maybenexttime Inc.

Jeff recently completed the rehabilitation and repositioning of a 38,000 sq. ft. mixed use building in Brantford, ON (“Dalhousie Street Project”) acting as the GP (Signinblack Inc.) and overall project manager. The Project includes 35 residential units and 11 retail storefronts and is fully tenanted. The project utilized some \$375,000 in various grants from the city of Brantford and having recently refinanced, is a strong contributor to the city’s downtown core.

Having come from the world of Film and Television, Jeff has an eye to creative use of space and design. Jeff co-owns and manages multiple multi-family properties in the Greater Toronto Area, where his hands-on approach has benefited his properties, tenants, and partners.

Elliot Fireworker / Arete Venture Partners LLC

With a strong focus on details and community engagement, **Elliot Fireworker** recently finished a project converting the former Stuart Hospital in Richmond Virginia from multifamily rentals into condominium units. Memorabilia and pictures of the building in it’s prior life and glory are prominently displayed throughout common areas within the site. Painstaking efforts and expenses were expended ensuring that the modernization process of the building retained and restored the design and character of the early 1900’s when the building was built.

One Monument Avenue – 34 unit, 62,351 SF condo re-development – Richmond, VA
102,000 SF construction of BJ’s Wholesale – Roanoke, VA
90,000 SF retail construction – Florence, AL
The Vue at Oxon Hill – 109 units – Oxon Hill, MD

Anthony Barnaba / Blue Line Design

Architect Anthony Barnaba studied Fine Arts and Architecture at the Rhode Island School of Design, and on graduating worked in Paris as an urban designer, followed by an internship in Manhattan office of Kohn Pedersen Fox: designing corporate headquarters and skyscrapers, and afterwards completed studies for a Master of Science in Real Estate Development from Columbia University.

In the early 1990’s Anthony returned to the Berkshires to establish himself as a local architect and was a founding partner For Blueline Design, Inc., in 1995, and since that time has continued to center his architectural practice and advocacy around, the environment, history, economic development, and the importance of the continued reuse of existing buildings.

Suzann Ward / Housatonic Realty

Suzann’s expertise from 22+ years as an agent in Berkshire County, along the extensive network of people she has developed at each phase of the process has made Suzann and Housatonic Realty a landmark of Berkshire realty. In 2021 Suzann was given the Massachusetts Association of Realtors Good

Neighbor Award for 15 years of volunteer work as Co-Chair with the Breaking Bread Meal in the Berkshires serving community supper.

Michael Buchanan

Michael Buchanan is an internationally renowned and award-winning designer. He was professor of design at New York School of Design and NYU Tisch School of Design and Digital Media. He has appeared on numerous publications and co-hosted one season of Bob Vila's "Home Again". Michael's work has been featured in Architectural Digest, Vanity Fair, and Metropolitan Living, to name a few. Michael specializes in the rehabilitation of Historical properties.

Housatonic School RFP Proposal

Description of Financial Feasibility

Below is the projected project Sources & Uses and Complete Project Budget. Please note that this assumes 20% affordable units in the residential component of the project and uses a combined 40% expense ratio until more clarity is given on long term tax status and implications.

Funding Sources:

The intention of Developer is to fund pre-construction soft costs out of pocket and have those reimbursed when construction financing has been secured.

Environmental remediation would be performed and paid by Developer with reimbursement issued from the Town within 30 days of invoice payments.

The Town Contribution and Affordable Housing Contribution would be used to fund costs as needed throughout the project construction.

Long Term Leasing and Management:

Long term leasing and management of the entire property (Commercial and Residential) shall be handled by Suzann Ward of Housatonic Real Estate and their affiliates with close and ongoing involvement by Developer.

It is the Developer’s intent to engage local based art, action, and community organizations and not-for-profits to lease and make use of the additional commercial space in a manner that enhances the adjoining park while allowing for events such as farmer’s markets, art engagements, and recurring festivals/events at the property and park, along with the noted tent structure.

Sources and Uses:

Sources			Uses	
Financing	\$2,727,436	75% (Hard Costs)	Closing Costs	\$142,912 3%
Town Contribution	\$650,000		Soft Costs	\$555,355
Environmental Contribution	\$350,000		Hard Costs	\$3,636,581
Affordable Housing Contribution	\$600,000		Interest Reserve	\$225,013
Developer Equity Reinvestment	\$335,355		Contingency	\$346,788 8%
Equity	\$243,859			
Total	\$4,906,649		Total	\$4,906,649

Budget:

Housatonic School Budget		
Soft Costs		
Architect		\$65,000
Engineer		\$65,000
Attorney		\$40,000
Inspections & Permits		\$50,000
Developer Fees		\$335,355
Total Soft Cost		\$555,355
Hard Costs		
Demolition		\$75,000
Electric		\$170,000
HVAC		\$176,000
Plumbing		\$125,000
Storm Sewer		\$40,000
Pavement		\$40,000
New Façade (Facing Park) (Excavating, Grading, Waterproofing)		\$75,000
Hardscaping		\$65,000
Concrete & Tie Ins		\$50,000
Windows		\$350,000
Landscaping & Groundwork		\$50,000
Framing		\$66,000
Drywall & Insulation		\$137,000
Flooring		\$133,000
Paint		\$49,500
Baseboard/Window Casings		\$28,000
Doors & Millwork		\$60,000
Lighting		\$50,000
Kitchens		\$140,000
Bathrooms		\$80,000
Washer & Dryer		\$44,800
Fixtures		\$70,000
Common Area		\$60,000
Commercial Space		\$250,000
Waterproofing		\$50,000
Roof		\$150,000
Pointing / Exterior		\$50,000
Walls and Fencing		\$100,000

Water Filtration System	\$200,000
Environmental Remediation	\$350,000
Liability Insurance	\$40,000
Contingency	\$187,281
Construction Manager	\$125,000
Total Hard Cost	\$3,636,581
Total	\$4,191,936

P&L With Residual Value:

P&L / Residual Value			
	Rent	Units	Annual
Market Residential	\$1,800	9	\$194,400
Affordable Residential	\$984	5	\$59,063
Commercial	\$6	7000	\$42,000
Gross Income			\$295,463
Expenses			\$101,385
NOI			\$194,078
Cap Rate			5.5%
Value			\$3,528,682

B. Disclosure of Beneficial Interest

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 3B (formerly M.G.L. c. 7, s. 60I)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

207 Pleasant Street, Housatonic, Massachusetts 01230

(2) Type of Transaction, Agreement, or Document:

Purchase

(3) Public Agency Participating in Transaction:

The Town of Great Barrington

(4) Disclosing Party's Name and Type of Entity (if not an individual):

Arete Venture Partners LLC

(5) Role of Disclosing Party (Check appropriate role):

Lessor/Landlord Lessee/Tenant

Seller/Grantor Buyer/Grantee

Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 3B, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

Elliot Fireworker

39 Newport Drive, Nanuet, NY 10954

Jeff Glickman

25 Lynnhaven road, Toronto, Ontario M6A2K7, Canada

Housatonic School

Request for Proposals

Issued 1/28/2022

C. Certificate of Tax Compliance

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that the proposer named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

87-1140048
Social Security Number
or Federal Identification Number

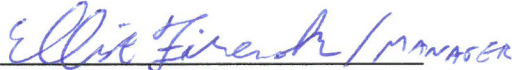
Arete Venture Partners LLC
Corporate Name

by: 
Signature of Individual

D. Certificate of Non-Collusion

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

 / MANAGER
Signature/Title

Arete Venture Partners LLC
Company/Firm Name

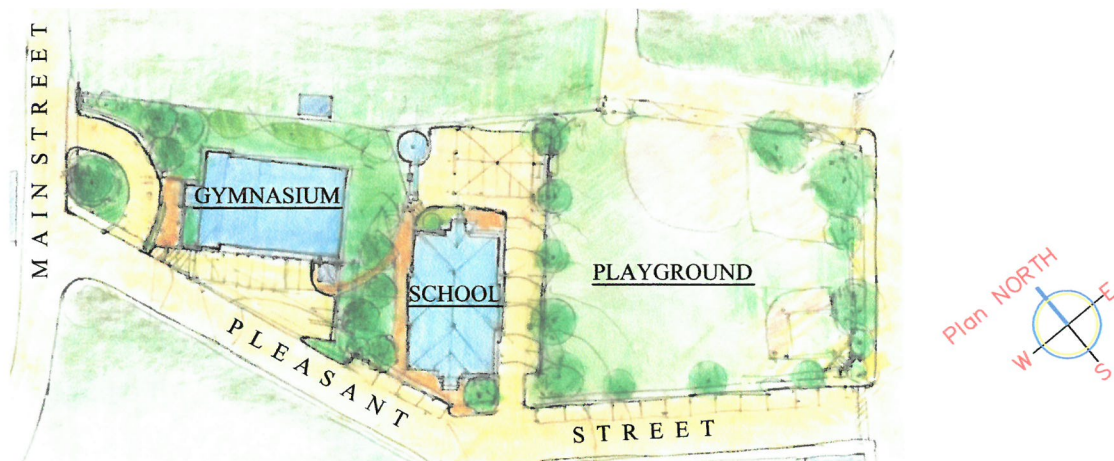


THE HOUSATONIC SCHOOL

By: Anthony J. Barnaba Architect

A cornerstone of Housatonic's Village Plan, is a building named after a river. An architectural metaphor for the Algonkian meaning of Housatunock as: "A place beyond the mountain.", and aptly scaled, as a monument to fit within the natural landscape of the Berkshire Mountains. Its unwavering architectural symmetry, and location within the village speaks its meaning: that education is of civic importance.

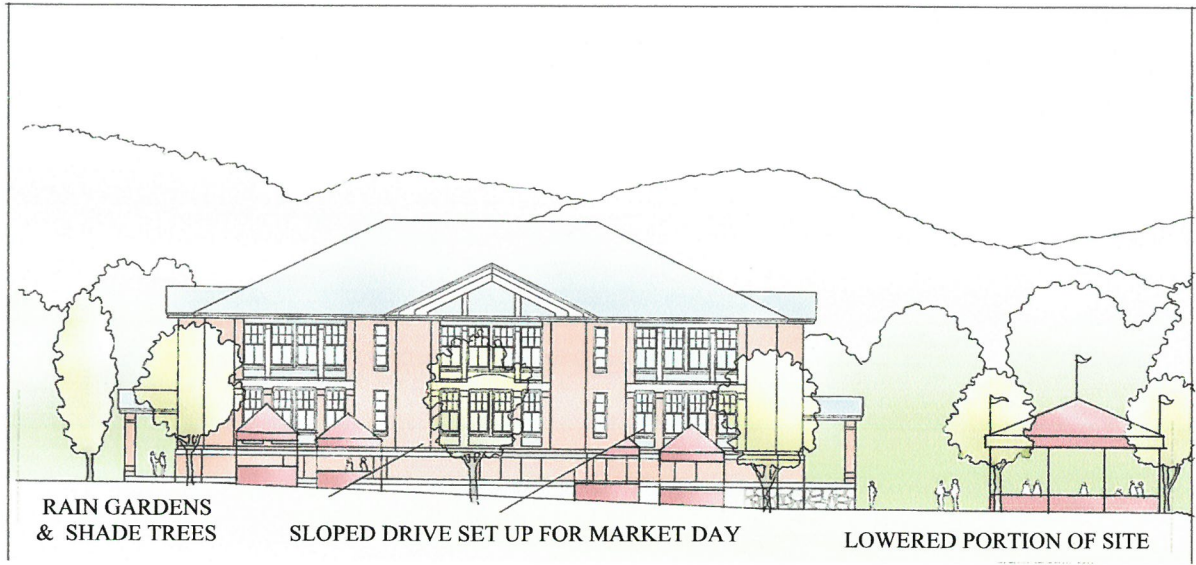
Beyond construction terms, standards of energy efficiency and codes, that must be met, when a monumental building is restored: it can in turn, give back a lasting benefit and economic value to its community. Without the use of words, a building can only teach by example and in time. Water problems exist for communities around the world, but when they do get solved, its thru design and innovation. The redesign of the Housatonic School will demonstrate water filtration for potable systems, incorporate a grey water system for conservation, and use rain gardens for storm water management and promote urban cooling.



THE VILLAGE GREEN

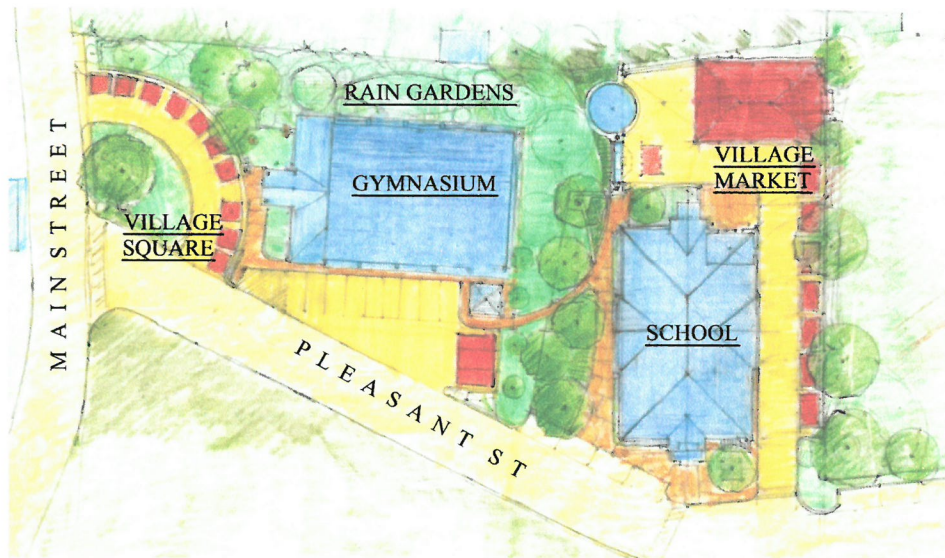
When taken as a singular composition, we see two monumental buildings set in a landscape that forms a pattern recognizable as traditional village green. The architectural restoration of the school building should be within the context of a landscape restoration plan for a refurbished and revitalized Village Green.

RFP Drawing A-1



SOUTH ELEVATION

VIEW FROM PLAYGROUND



RAIN GARDENS & EVENTS DAY LAYOUTS

THE VILLAGE SQUARE: Maintain existing vehicular access for gymnasium, but enhance by regularizing paving patterns, and improving pedestrian amenities. The actual design will be curvilinear but the function in town planning terms is as a Village Square, to foster informal meetings, provide shade and respite, and allow community members to host events of their choosing.

THE VILLAGE MARKET: The paving area around the school will provide for parking and vehicular access for regular daily use, but by lowering and leveling the grade to the back of the site, we can also accommodate space for both small food events with an outdoor cooking station, and for an annual type of event provide for a large tent and vendors booths.

RAIN GARDENS & EVENTS DAY LAYOUTS : As well as providing for comprehensive and innovative landscape design, the redevelopment of the school would include community outreach to coordinate a final design with participating stakeholders, community members, and authorities have jurisdiction.



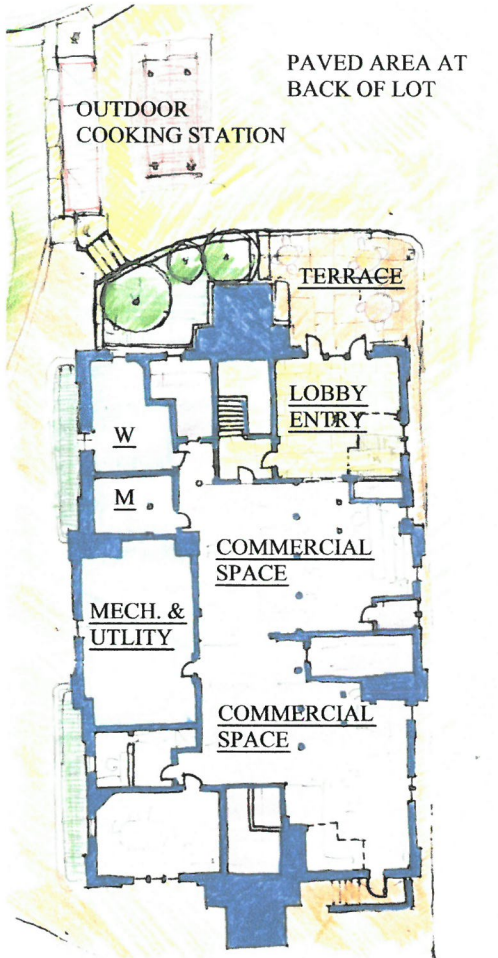
EAST ELEVATION

VIEW AT BACK OF SITE



NORTH ELEVATION

SECTION VIEW THRU RAIN GARDENS

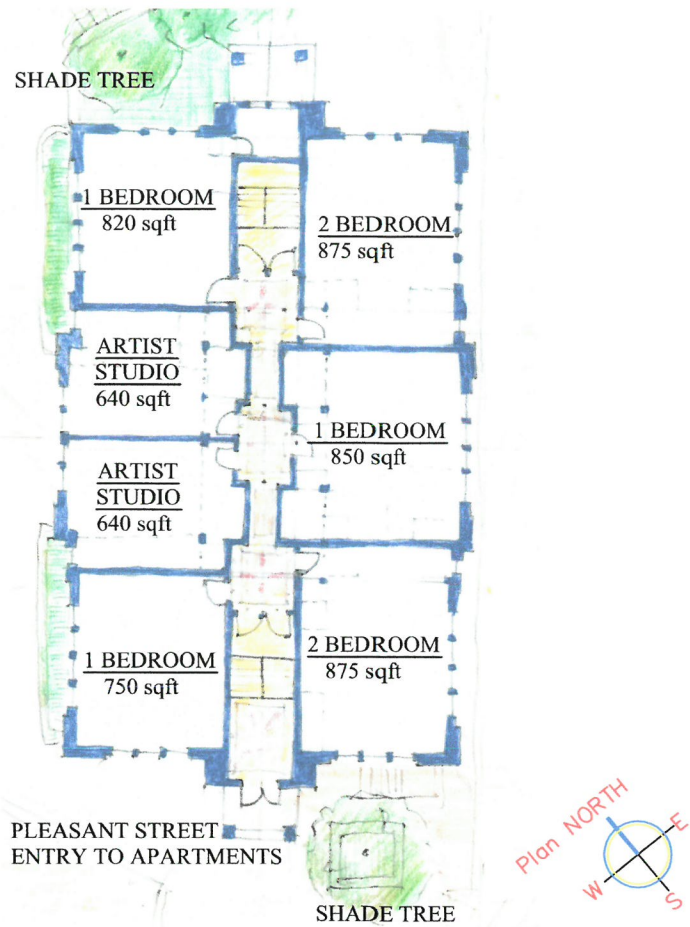


BASEMENT LEVEL

By lowering the grade at the back of the site a new storefront entry is created, where residential and commercial tenants enter into a lobby, accessing the stair to the apartments or the new commercial space.

A patio terrace and raised planter are included as part of the landscape design to offer places to sit and congregate on a daily basis and also to allow for cafe tables when the outdoor cooking station is being utilized for a food event.

The commercial tenant to occupy the Basement Level, when selected, will determine more specific layouts and formalize opportunities for community use of space to plan and stage special events thru out the Village Green.



1ST & 2ND FLOOR PLANS

Residential apartments are proposed for the First and Second Floors. Following Secretary of Interior Standards for Historic Buildings, new layouts will work within existing architectural patterns of the school to provide 14 apartments. The design of the new interior hallway, gives more dimension at the apartment's entries, and gives the space an architectural hierarchy and adds visual interest.

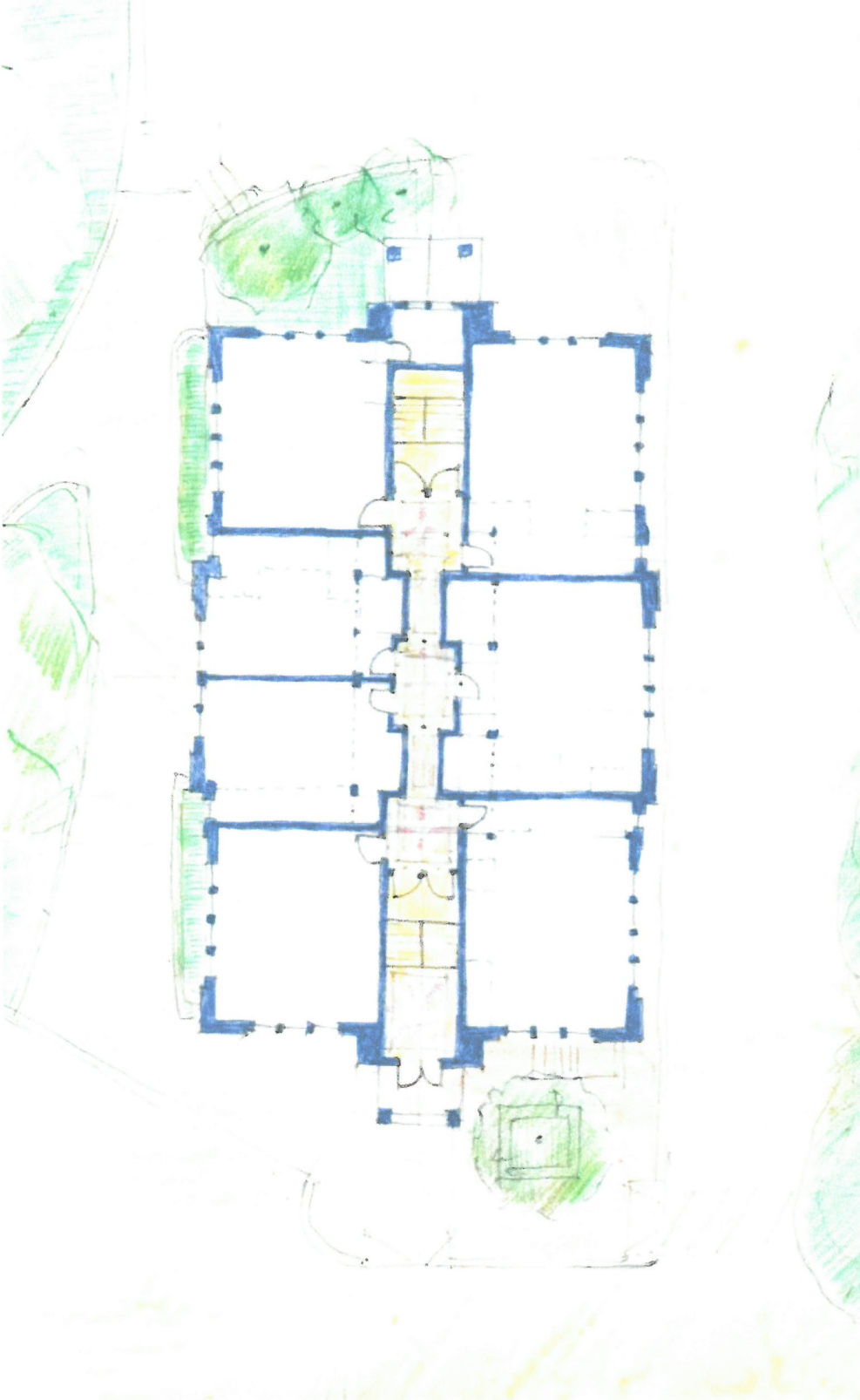
Layout of both floors will be the same to align walls and minimize structural alterations. An asymmetrical plan is proposed as a nod to the building's solar orientation, and provides north light for artist studios. Corner locations of existing classrooms can utilize window patterns for generous natural light and to accommodate layouts for 1 and 2 bedroom apartments.

FACADE RENDERINGS

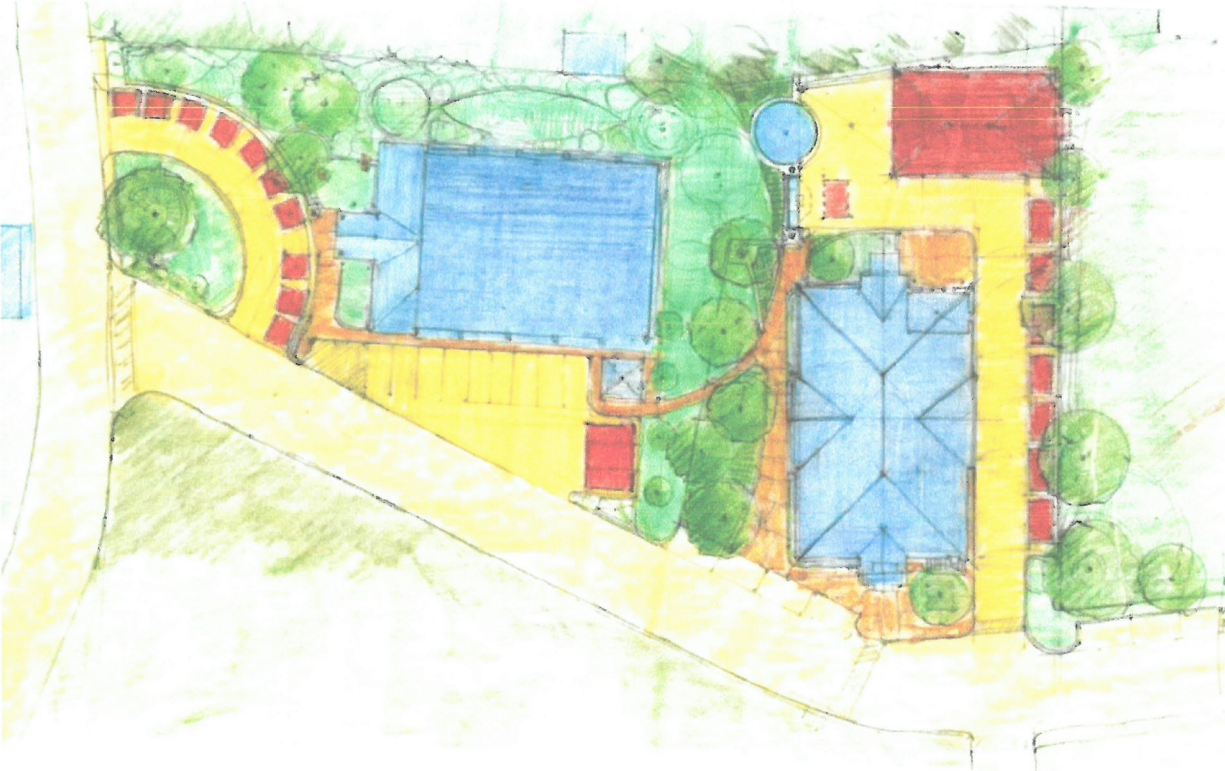




LAYOUTS & SITE PLANS









Mr. Jeff Glickman June 2, 2022
Dalhousie Street Limited Partnership
Downtown Business Performance Grant – 118-142 Dalhousie Street; Brantford ON
Delivered via email: chr.v.dalhousie.brt@gmail.com

Greetings Mr. Glickman,

This letter is to confirm that the Corporation of The City of Brantford entered into a Downtown Business Performance Grant with SIGNINBLACK Inc., on August 28, 2018. The City also approved a building design grant, and two exterior Façade Grants for this property. The total value of the grants is as follows:

- Design grant: \$4,000 paid in August 2019
- Exterior Façade Grants: \$15,000 paid in July 2021
- Business Performance Grant: \$357,720 paid in November 2019 – July 2021

All projects were completed to the satisfaction of the City of Brantford and final payments were issued, as noted above, in accordance with the executed grant Agreement.

A handwritten signature in blue ink, appearing to read "N. Wilmot".

Nicole Wilmot, MCIP, RPP
Chief Planner/ Director of Planning and Development Services
People, Legislated Services and Planning
Corporation of the City of Brantford

June 01, 2022

Re: Jeffrey Glickman Reference Letter

To whom it may concern,

Please be advised we have worked with and invested in Jeff Glickman, particularly in relation to our Branford repositioning project on Dalhousie Street aka Signinblack. We have found him to be a strong operator and of upstanding character. We would recommend other and personally anticipate working with him again in the future.

Best,

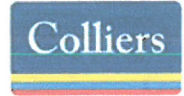
A handwritten signature in black ink, appearing to read 'R. Reichmann', with a stylized flourish at the end.

Robert Reichmann
President

J Todd Willett, CPM
Managing Director
REMS Virginia and Raleigh, NC &
Government Solutions Group

2221 Edward Holland Drive
Suite 600
Richmond, VA 23230

Main: +1 804 320 5500
Direct: +1 804 267 7215
Mobile: +1 804 640 1801
colliers.com



June 8, 2022

RE: Reference Letter
Elliot Fireworker
Arete Venture Partners

To Whom It May Concern:

I am writing this letter favoring Elliot Fireworker and Arete Venture Partners. We had the pleasure of working with Elliot and his company on a redevelopment project here in Richmond Virginia called One Monument Avenue.

This was a complicated project with many moving parts that would run for several years. We found that Elliot's leadership of the project was strong, and he knew how to maneuver through many challenging situations. He interacted with the City of Richmond, lenders, community leaders and many other parties involved in the redevelopment as a true professional.

In the end the project was completed on time and was very successful. We were very happy to be involved in the process and to get the opportunity to work with Elliot and his company.

If you have any questions, please feel free to contact me at (804)320-5500.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd Willett", is written over a light blue horizontal line.

Colliers International
Todd Willett
Regional Managing Director of REMS

WDM Properties, LLC

37 Main Street, North Adams, MA 01227

June 9, 2022

Town of Great Barrington
Mark Pruhenski, Town Manager
334 Main Street
Great Barrington, MA 01230

Subject: RFP for Housatonic School

Dear Mr. Pruhenski:

We are responding to the RFP issued by the Town of Great Barrington for redevelopment of the Housatonic School. The information provided is keyed to section VIII of the RFP.

1A: Name of Proposed Owner and Purchaser: **WDM Properties, LLC, a Massachusetts Limited Liability Corporation.** The company holds title to a number of multi-family properties in Berkshire County and was formed in 2000 to hold title to investment properties. The manager is David G. Carver, 261 Stratton Road, Williamstown, MA 01267, 413 884-4939, dcarver@scarafoniassociates.com.

1B: Name of Development Manager, General Contractor, & Property Manager: CT Management Group, LLC. The managers are David G. Carver and Peter J. Ticconi. This entity was formed in 2010 to manage investment property and homeowner associations. The company currently employs over 30, manages over 15 homeowner associations in Berkshire County, and manages over 50 investment properties in Berkshire County. A list these properties is available on the company website ctmanagementgroup.com

2 Price Proposal: See attached

3A. Description of Proposed development: WDM Properties, LLC proposes to convert the school building into 10 two-bedroom market rate residential units, 4 identical units on each the first and second floors and two slightly different floor plans for two units on the east side of the lower level. The remaining space in the lower level would be used for tenant storage, a fitness room, and a mechanical room in the existing location. We believe that sufficient parking is available on the north and west sides of the property so the east side can remain unobstructed with a driveway and parking for the two units in the lower level and visually from the exterior. We believe that a residential use for the property is the most practical approach given parking needs and building code complications that multiple uses often present. This approach addresses the most pressing and well documented need in Great Barrington and Berkshire County for market rate housing. We are willing to restrict the income levels by a rent regulatory agreement to no more than 100 percent of the HUD median incomes to ensure these units are available to middle income residents. See attached sketch showing a typical unit. Also see attached sketch showing proposed site plan.

3B. See attached development timeline.

4. Development Team: The development team is available immediately upon selection to enter into negotiations with the town on a purchase and sale agreement, begin and discuss the financing process,

design, and permitting. Each of the below members of the development team are locally based and are available to engage in their primary areas of responsibility with town official as needed.

Finance, Conceptual Design, Permitting: David G. Carver CT Management Group, LLC

Construction Management: Dan Soldato, CT Management Group, LLC, 75 South Church Street, Pittsfield, MA 01201, dsoldato@scarafoniassociates.com, 413 884-2083

Property Management: Peter J. Ticconi, CT Management Group, LLC 75 South Church Street, Pittsfield, MA 01201, pticconi@scarafoniassociates.com, 413 822-3895

Design: Robert Harrison, Berkshire Bradley Architects, Inc., 8 bank row, Pittsfield, MA 01201, rharrison@bradleyarchitects.com

Legal: Dennis Egan, Cohen Kinne, Valicenti & Cook degan@cohenkinne.com, 413 499-0000

5. Description of prior Development Experience:

a. David G. Carver has been involved in developing and managing residential and commercial property in Berkshire County since 1981. A large number of projects have involved adaptive re-use to housing including schools, a hospital, mill buildings, office buildings, and four churches. Recently completed major projects are the four building St. Mary's church complex in downtown Pittsfield into 29 market rate units and converting 30,000 square feet of space in the Clock Tower Business Center for Wayfair creating openings for 300 jobs. Current projects involve converting a vacant fire station in downtown Pittsfield into market rate units and several large commercial renovations for new tenants in the Clock Tower Business Center. All of these projects involved successfully negotiating permanent and construction financing, managing appraisals, permitting, construction management, and many have involved using State and local financing incentives including TIF agreements, HDIP tax credits, historic tax credits, USDA MULTI-family 515 program, HUD project-based development, LIP program by DHCD, CPA funding, and UPP funding from MASS Development. Funding has always included personal guarantees for financing and allocating equity and contingency funds with the financing banks. Dan Soldato and Peter Ticconi have been with CT Management since 2008 performing supporting and leading roles in managing and developing property.

b. Robert Harrison, owner of Bradley Architects, Inc. has been designing properties in Berkshire County for over 25 years and has designed most of the major projects developed and managed by CT Management Group, LLC.

c. References: Michael Coakley, business development manager for the City of Pittsfield, mcoakley@cityofpittsfield.org, Justina Dodds, Community Development Director, City of Pittsfield, jdodds@cityofpittsfield.org, Peter Lafayette, retired president of Berkshire Housing Development Corporation, plaf2016@gmail.com, Gregg Levante, NBT commercial lender, Glevante@NBTbank.com, Matt Emprimo, commercial lender, memprimo@berkshirebank.com, Chris Barry, commercial lender, cbarry@greylock.org, Bruce Tebo, senior manager at DCAMM for state of MA, Bruce.Tebo@state.ma.us, Nick Paleologos, senior manager at Berkshire Theater Festival, nick@berkshiretheatre.org.

6. Development Budget: See Attached

TIF funding: we would apply for a TIF proving for a sliding scale to increase taxes from a base agreed to by the town to 100% over ten years.

Town Funding: We are requesting use of the \$650,000 the town has indicated may be available to support the project.

Historic Tax Credits: This is an essential component of the project financing and applications to the state and federal programs would be filed as soon as possible.

Other: If the financing sources fall short of the budget then we would seek additional funds in the form of equity, CPA funds, or the UPP program administered by Mass Development.

d. Letter from local bank concerning financing is attached.

e. This company does not have annual audits. A copy of the most recent tax return is attached. As of June 1, we can certify that WDM Properties currently has on deposit in local banks, unrestricted funds available for supporting investment in excess of \$3,500,000.00 in retained earnings and proceeds from a recent sale of property.

f. Long Term Management: The property will be managed by CT Management Group, LLC that has been described above.

7. Legal Action Impairment: None

8. Certifications: see attached

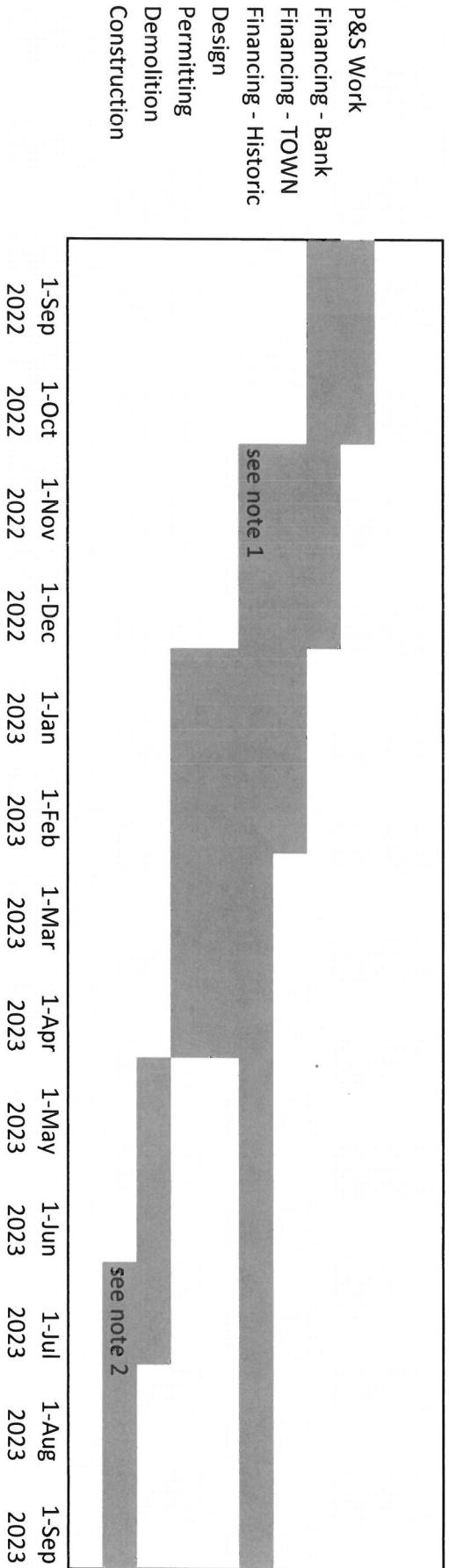
We are prepared to provide additional information or clarification as needed.



David G. Carver

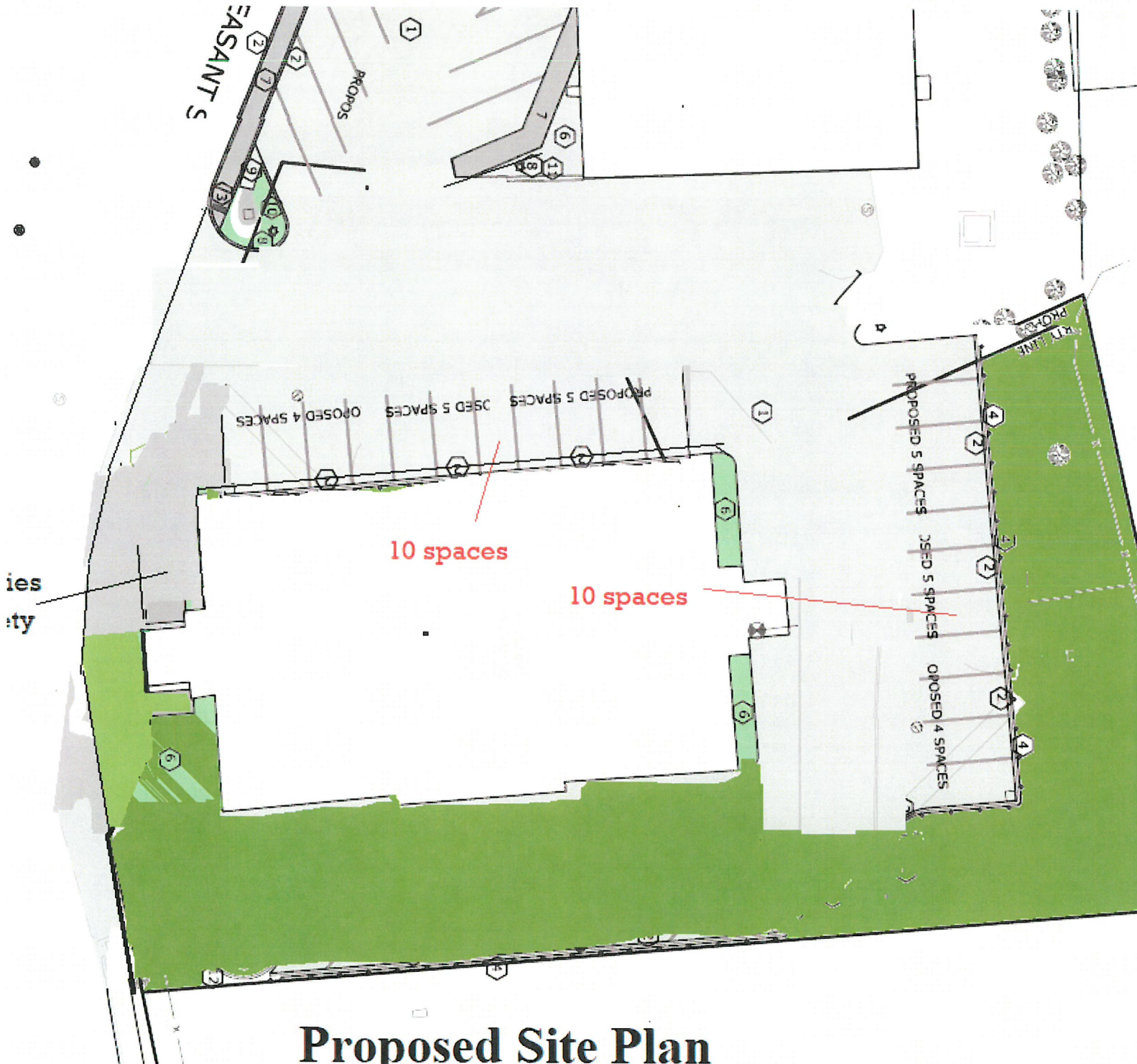
WDM Properties, LLC
413 884-4939
dcarver@scarafoniassociates.com

Timeline for Housatonic School Development



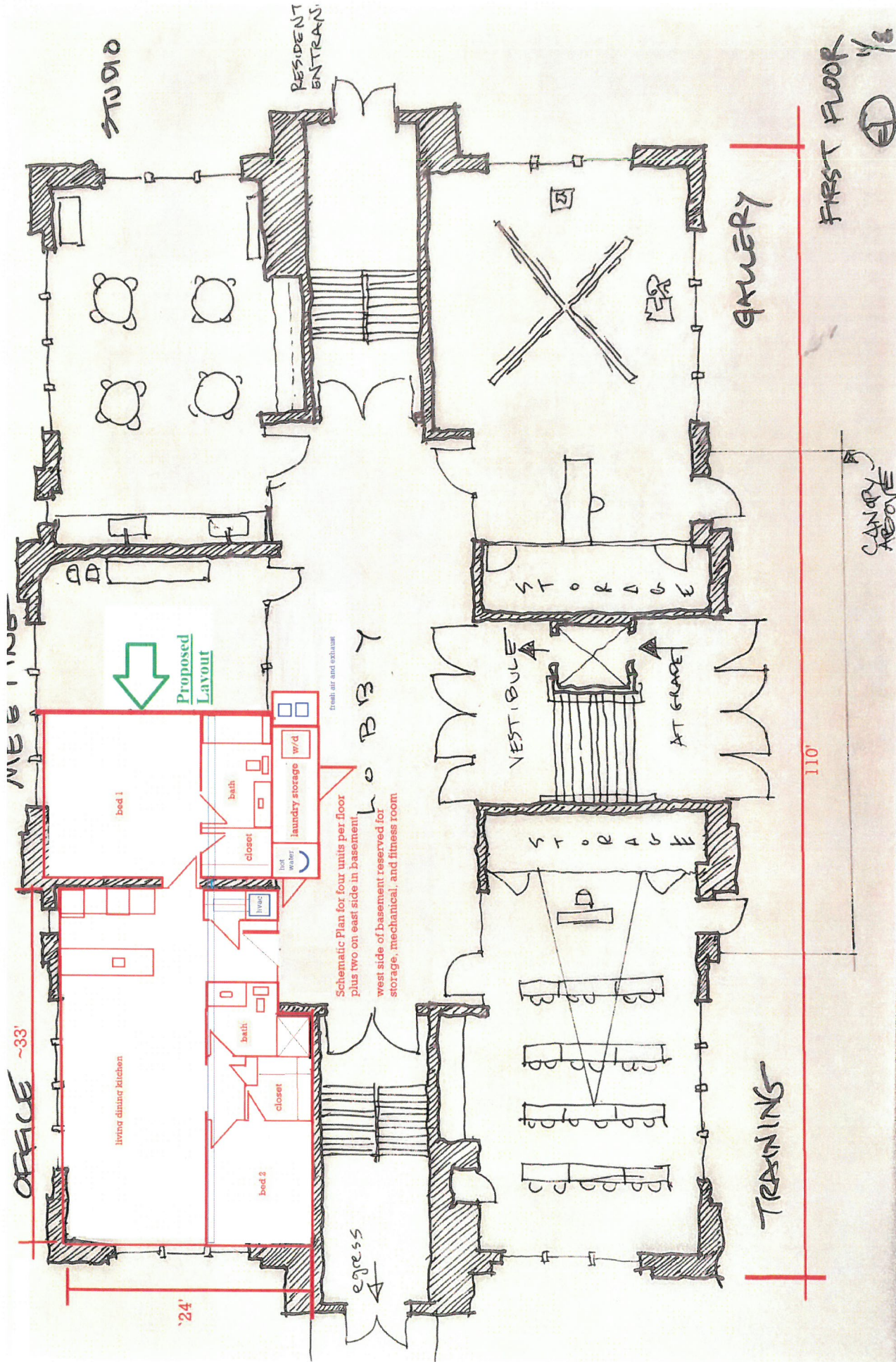
Note 1: Historic tax credit timing requires research with the State Historic office
 Note 2: Construction completion July 2024

3A



Proposed Site Plan
Housatonic School

3A



FIRST FLOOR

110'

OFFICE ~33'

~24'

STUDIO

RESIDENT ENTRANCE

LOBBY

VESTIBULE

GALLERY

TRAINING

CANOPY ABOVE

Proposed Layout

Schematic Plan for four units per floor plus two on east side in basement. west side of basement reserved for storage, mechanical, and fitness room.

fresh air and exhaust

laundry storage w/d

closet

bath

living

closet

bath

bed 2

egress

STORAGE

STORAGE

AT GLAZED

egress

egress

egress

egress

egress

egress

egress

egress

egress



June 9, 2022

Town of Great Barrington
Mark Pruhenski, Town Manager
334 Main Street
Great Barrington, MA 01230

Dear Mark

Berkshire Bank is happy to write this letter of reference for CT Management Group and David Carver. David Carver and his affiliates have been customers of Berkshire Bank for over thirty years. The loan, deposit and cash management relationships have always been handled as agreed. Currently, David and his entities have substantial deposits with Berkshire Bank and a line of credit is available. We consider David Carver and his related entities to be valued customers of Berkshire Bank.

Berkshire Bank would be very interested in financing the Housatonic School redevelopment for David Carver. Berkshire Bank has financed similar projects for Dave over the years focused on affordable and market rate apartments and in some cases provided the construction financing, permanent financing and purchased tax credits.

If you have any questions, please feel free to call me at 413-358-5579, or email me at memprimo@berkshirebank.com.

Sincerely,

D. Matthew Emprimo

D. Matthew Emprimo
Senior Vice President
Commercial Lending
Team Leader Berkshire County & Vermont

6

PROJECTED INCOME AND EXPENSES FOR HOUSATONIC

* INCOME - 10 units

NAME	#BR	ANNUAL RENT	utilities incl	Monthly
10 units at 1750 per month	2	\$ 252,000.00	heat,internet	\$21,000.00
vacancy 5 percent		(\$12,600.00)		
TOTAL INCOME		\$ 239,400.00		\$21,000.00

* EXPENSES

50 REAL EST TAXES	\$5,000.00	TIF Over Ten Years
60 INSURANCE	\$8,000.00	
70 Heat - Central system	\$15,000.00	
71 ELECTRICITY-Common	\$3,600.00	
72 WATER/SEWER	\$3,200.00	
80 MAINT MATERIALS	\$4,000.00	
81 REPAIRS BY CONT	\$8,000.00	
82 JANITORIAL & Supplies	\$6,000.00	
83 ELEVATOR MAINT	\$0.00	
85 GROUNDS	\$3,000.00	
86 TRASH REMOVAL	\$3,600.00	
87 SNOW REM	\$5,000.00	
91 LEGAL/ACCTNG	\$2,500.00	
92 MGMT (6%)	\$14,364.00	bookeeping/property mgmt/leasing
93 MISC	\$1,200.00	
94 Repacement Reserve	\$6,000.00	

* TOTAL EXPENSES \$88,464.00

* NOI \$150,936.00

	AMOUNT	RATE	TERM
40/41 DEBT SERVICE 1	\$120,363.88	\$1,500,000.00	5.00% 20
40/41 DEBT SERVICE 2 (other)	-	-	-

* CASH FLOW \$30,572.12

* DEBT SERVICE COV. 1.25 1.2 REQUIRED BY BANKS

6

DEVELOPMENT ESTIMATES FOR HOUSATONIC SCHOOL

<u>NUMBER</u>	<u>DESCRIPTION</u>	<u>Budget</u>
4100	DEVELOPMENT-Dev Fees	\$25,000.00
4101	DEVELOPMENT-APPRAISAL	\$5,000.00
4102	DEVELOPMENT-INTEREST	\$30,000.00
4103	DEVELOPMENT-INSURANCE	\$120,000.00
4104	DEVELOPMENT-LEGAL	\$20,000.00
4105	DEVELOPMENT-RE TAXES	\$5,000.00
4106	DEVELOPMENT-CONST MGMT FEES	\$75,000.00
4110	DESIGN-BUILDING	\$100,000.00
4111	DESIGN-ELECTRICAL	\$10,000.00
4112	DESIGN-HVAC	\$20,000.00
4113	DESIGN-PLUMBING	\$10,000.00
4114	DESIGN-SITE	\$5,000.00
4115	DESIGN-SPRINKLER	\$10,000.00
4116	DESIGN -ENVIRONMENTAL 21E	\$8,000.00
4120	GENERAL REQUIREMENTS-Site CLEANING	\$10,000.00
4121	GENERAL REQUIREMENTS-MISC	\$5,000.00
4122	GENERAL REQUIREMENTS-TELEPHONE/Security	\$3,000.00
4123	GENERAL REQUIREMENTS-TOILETS	\$4,000.00
4124	GENERAL REQUIREMENTS-UTILITIES	\$15,000.00
4125	GENERAL REQUIREMENTS -on site SUPERVISION	\$75,000.00
4126	GENERAL REQUIREMENTS -PERMITS	\$8,000.00
4130	CARPENTRY-FINISH Trim/shelving/baseboard	\$32,000.00
4131	CARPENTRY-Kitchen & bath CABINETS L&M	\$96,000.00
4132	APPLIANCES	\$50,000.00
4133	DEMOLITION	\$250,000.00
4134	DOORS L&M	\$120,000.00
4135	DRYWALL CONTRACTS	\$160,000.00
4136	DRYWALL MATERIALS	\$80,000.00
4137	ELECTRICAL CONTRACT	\$120,000.00
4138	ELECTRICAL LIGHTING FIXTURES	\$20,000.00
4139	ELECTRICAL-Cable	\$6,000.00
4140	ENVIRONMENTAL REMEDIATION(asbestos)	\$80,000.00
4141	FLOORING-Apt Areas	\$80,000.00
4142	FLOORING-Bathrooms	\$16,000.00
4143	FLOORING-Common Halls	\$15,000.00
4144	FRAMING CONTRACTS labor	\$225,000.00

6

4145	FRAMING MATERIALS	\$100,000.00
4146	HARDWARE	\$30,000.00
4147	HVAC HEAT/HRV SYSTEM	\$180,000.00
4147	HVAC AC	\$60,000.00
4148	INSULATION (closed cell foam and cellulose in attic)	\$175,000.00
4149	MASONRY-FOUNDATIONS	\$0.00
4150	MASONRY-REPAIR	\$25,000.00
4151	PAINTING-EXTERIOR	\$30,000.00
4152	PAINTING-INTERIOR	\$75,000.00
4153	PLUMBING	\$125,000.00
4154	PLUMBING FIXTURES	\$40,000.00
4155	ROOFING/Gutters/cornice repair	\$230,000.00
4156	SECURITY SYSTEMS	\$8,000.00
4157	SOUNDPROOFING	\$10,000.00
4158	SPRINKLER	\$125,000.00
4159	WINDOW BLINDS	\$16,000.00
4160	WINDOWS	\$150,000.00
4180	SITE WORK-FENCING/Railings	\$0.00
4181	SITE WORK-LANDSCAPING	\$10,000.00
4183	SITE WORK-PAVING/drainage	\$30,000.00
4184	SITE WORK-UTILITIES-new services	\$50,000.00
4185	SITE WORK-WALKWAYS/ENTRANCES	\$18,000.00
	Contingency	\$100,000.00
	TOTAL BUDGET	\$3,500,000.00

Note: Prepared by David G. Carver Project Manager

B. Disclosure of Beneficial Interest

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

(1) Real Property:

Housatonic School, Great Barrington, MA

(2) Type of Transaction, Agreement, or Document:

Reponse to RFP issued by the owner, the Town of Great Barrington

(3) Public Agency Participating in Transaction:

Town of Great Barrington

(4) Disclosing Party's Name and Type of Entity (if not an individual):

WDM Properties, LLC

(5) Role of Disclosing Party (Check appropriate role):

____ Lessor/Landlord ____ Lessee/Tenant

____ Seller/Grantor Buyer/Grantee

____ Other (Please describe): _____

(6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

David G. & Wende S. Carver

261 Stratton Road, Wilimastown, MA 01267

Rachaele Morin

2433 Hancok Rd Hancock MA 01267

Rebecca Ticconi

Adirondack Park Rd, Lake Placid, NY 12946

Heather McWilliams

217Raymond Ave, So. Orange NJ 07079

(7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (insert "none" if none): None

(8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms-length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

(9) This Disclosure Statement is hereby signed under penalties of perjury.

David G. Carver

Print Name of Disclosing Party (from Section 4, above)


Authorized Signature of Disclosing Party

6/10/2022

Date (mm / dd / yyyy)

David G. Carver

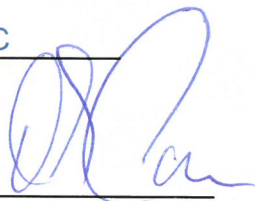
Print Name & Title of Authorized Signer

C. Certificate of Tax Compliance

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that the proposer named below has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

04-3541913
Type text here
Social Security Number
or Federal Identification Number

WDM Proprties, LLC
Corporate Name
by: David G. Carver
Signature of Individual 

D. Certificate of Non-Collusion

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

David G. Carver
Signature/Title

WDMProperties, LLC
Company/Firm Name

E. Certificate of Vote

CERTIFICATE OF VOTE
(Corporations Only)

At a duly authorized meeting of the Board of Directors of _____
(firm name)

held on _____, it was voted, that
Date

Name Officer _____

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the above named corporation and that

_____ is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Date Clerk of Corporation _____

Affix Corporate Seal here

NA - LIMITED LIABILITY
COMPANY

CoE

Form 1065

Department of the Treasury
Internal Revenue Service

U.S. Return of Partnership Income
For calendar year 2021, or tax year beginning, 2021,
ending, 20

OMB No. 1545-0123

2021

Go to www.irs.gov/Form1065 for instructions and the latest information.

A Principal business activity

REAL ESTATE

B Principal product or service

REAL ESTATE

C Business code number

531110

Type or Print

WDM PROPERTIES, LLC
C/O SCARAFONI ASSOCIATES
P.O. BOX 307
NORTH ADAMS, MA 01247

D Employer identification no.

04-3541913

E Date business started

12/19/2000

F Total assets (see instructions)

\$ 4,647,668.

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return

H Check accounting method: (1) Cash (2) Accrual (3) Other (specify)

I Number of Schedules K-1. Attach one for each person who was a partner at any time during the tax year

5

J Check if Schedules C and M-3 are attached

K Check if partnership: (1) Aggregated activities for section 465 at-risk purposes (2) Grouped activities for section 469 passive activity purposes

Caution: Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Table with 30 rows for income and deductions. Rows include: 1a Gross receipts or sales, 1b Returns and allowances, 1c Balance, 2 Cost of goods sold, 3 Gross profit, 4 Ordinary income, 5 Net farm profit, 6 Net gain, 7 Other income, 8 Total income, 9 Salaries and wages, 10 Guaranteed payments, 11-15 Deductions, 16a Depreciation, 16b Less depreciation, 16c Depletion, 17-20 Retirement and benefit programs, 21 Total deductions, 22 Ordinary business income, 23-26 Interest and taxes, 27 Total balance due, 28 Payment, 29 Amount owed, 30 Overpayment.

DO NOT MAIL

Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than partner or limited liability company member) is based on all information of which preparer has any knowledge.

Signature of partner or limited liability company member Date

May the IRS discuss this return with the preparer shown below? See instructions. [X] Yes [] No

Paid Preparer Use Only

Print/Type preparer's name: RAYMOND T. KUSHI
Preparer's signature: RAYMOND T. KUSHI
Date:
Check if self-employed:
PTIN: P00234045
Firm's name: KUSHI & CO. PC
Firm's EIN: 813123141
Firm's address: 21 HENRY AVE. PITTSFIELD, MA 01201
Phone no.: 413-443-4731

Schedule B Other Information

1 What type of entity is filing this return? Check the applicable box:				Yes	No
a <input type="checkbox"/> Domestic general partnership	b <input type="checkbox"/> Domestic limited partnership				
c <input checked="" type="checkbox"/> Domestic limited liability company	d <input type="checkbox"/> Domestic limited liability partnership				
e <input type="checkbox"/> Foreign partnership	f <input type="checkbox"/> Other ▶				
2 At the end of the tax year:					
a Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization, or any foreign government own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership.					X
b Did any individual or estate own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital of the partnership? For rules of constructive ownership, see instructions. If "Yes," attach Schedule B-1, Information on Partners Owning 50% or More of the Partnership.					X
3 At the end of the tax year, did the partnership:					
a Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below.					X
(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock		
b Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in the profit, loss, or capital in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (v) below.					X
(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Maximum Percentage Owned in Profit, Loss, or Capital	
4 Does the partnership satisfy all four of the following conditions?				Yes	No
a The partnership's total receipts for the tax year were less than \$250,000.					
b The partnership's total assets at the end of the tax year were less than \$1 million.					
c Schedules K-1 are filed with the return and furnished to the partners on or before the due date (including extensions) for the partnership return.					
d The partnership is not filing and is not required to file Schedule M-3. If "Yes," the partnership is not required to complete Schedules L, M-1, and M-2; item F on page 1 of Form 1065; or item L on Schedule K-1.					X
5 Is this partnership a publicly traded partnership, as defined in section 469(k)(2)?					X
6 During the tax year, did the partnership have any debt that was canceled, was forgiven, or had the terms modified so as to reduce the principal amount of the debt?					X
7 Has this partnership filed, or is it required to file, Form 8918, Material Advisor Disclosure Statement, to provide information on any reportable transaction?					X
8 At any time during calendar year 2021, did the partnership have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? See instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). If "Yes," enter the name of the foreign country.					X
9 At any time during the tax year, did the partnership receive a distribution from, or was it the grantor of, or transferor to, a foreign trust? If "Yes," the partnership may have to file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts. See instructions.					X
10a Is the partnership making, or had it previously made (and not revoked), a section 754 election? See instructions for details regarding a section 754 election.					X
b Did the partnership make for this tax year an optional basis adjustment under section 743(b) or 734(b)? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions.					X

Schedule B Other Information (continued)		Yes	No
c Is the partnership required to adjust the basis of partnership assets under section 743(b) or 734(b) because of a substantial built-in loss (as defined under section 743(d)) or substantial basis reduction (as defined under section 734(d))? If "Yes," attach a statement showing the computation and allocation of the basis adjustment. See instructions.			X
11	Check this box if, during the current or prior tax year, the partnership distributed any property received in a like-kind exchange or contributed such property to another entity (other than disregarded entities wholly owned by the partnership throughout the tax year) <input type="checkbox"/>		
12	At any time during the tax year, did the partnership distribute to any partner a tenancy-in-common or other undivided interest in partnership property?		X
13	If the partnership is required to file Form 8858, Information Return of U.S. Persons With Respect To Foreign Disregarded Entities (FDEs) and Foreign Branches (FBs), enter the number of Forms 8858 attached. See instructions ▶		
14	Does the partnership have any foreign partners? If "Yes," enter the number of Forms 8805, Foreign Partner's Information Statement of Section 1446 Withholding Tax, filed for this partnership. ▶		X
15	Enter the number of Forms 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships, attached to this return ▶		
16a	Did you make any payments in 2021 that would require you to file Form(s) 1099? See instructions.	X	
b	If "Yes," did you or will you file required Form(s) 1099?	X	
17	Enter the number of Forms 5471, Information Return of U.S. Persons With Respect To Certain Foreign Corporations, attached to this return ▶		
18	Enter the number of partners that are foreign governments under section 892.▶ 0		
19	During the partnership's tax year, did the partnership make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474)?		X
20	Was the partnership a specified domestic entity required to file Form 8938 for the tax year? See the Instructions for Form 8938		X
21	Is the partnership a section 721(c) partnership, as defined in Regulations section 1.721(c)-1(b)(14)?		X
22	During the tax year, did the partnership pay or accrue any interest or royalty for which one or more partners are not allowed a deduction under section 267A? See instructions ▶ \$		X
23	Did the partnership have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions.		X
24	Does the partnership satisfy one or more of the following? See instructions a The partnership owns a pass-through entity with current, or prior year, carryover, excess business interest expense. b The partnership's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year are more than \$26 million and the partnership has business interest. c The partnership is a tax shelter (see instructions) and the partnership has business interest expense. If "Yes" to any, complete and attach Form 8990.		X
25	Is the partnership attaching Form 8996 to certify as a Qualified Opportunity Fund?		X
	If "Yes," enter the amount from Form 8996, line 15 ▶ \$		
26	Enter the number of foreign partners subject to section 864(c)(8) as a result of transferring all or a portion of an interest in the partnership or of receiving a distribution from the partnership..... ▶ Complete Schedule K-3 (Form 1065), Part XIII, for each foreign partner subject to section 864(c)(8) on a transfer or distribution.		
27	At any time during the tax year, were there any transfers between the partnership and its partners subject to the disclosure requirements of Regulations section 1.707-8?		X
28	Since December 22, 2017, did a foreign corporation directly or indirectly acquire substantially all of the properties constituting a trade or business of your partnership, and was the ownership percentage (by vote or value) for purposes of section 7874 greater than 50% (for example, the partners held more than 50% of the stock of the foreign corporation)? If "Yes," list the ownership percentage by vote and by value. See instructions. Percentage: _____ By Vote _____ By Value		X
29	Is the partnership electing out of the centralized partnership audit regime under section 6221(b)? See instructions. If "Yes," the partnership must complete Schedule B-2 (Form 1065). Enter the total from Schedule B-2, Part III, line 3 ▶ If "No," complete Designation of Partnership Representative below.		X

Designation of Partnership Representative (see instructions)

Enter below the information for the partnership representative (PR) for the tax year covered by this return.

Name of PR ▶ DAVID G. CARVER

U.S. address of PR ▶ 261 STRATTON ROAD
 WILLIAMSTOWN, MA 01267

U.S. phone number of PR ▶ (413) 664-4539

If the PR is an entity, name of the designated individual for the PR ▶

U.S. address of designated individual ▶

U.S. phone number of designated individual ▶

Schedule K Partners' Distributive Share Items		Total amount	
Income (Loss)	1 Ordinary business income (loss) (page 1, line 22).....	1	
	2 Net rental real estate income (loss) (attach Form 8825).....	2	214,066.
	3a Other gross rental income (loss).....	3a	
	b Expenses from other rental activities (attach stmt).....	3b	
	c Other net rental income (loss). Subtract line 3b from line 3a.....	3c	
	4 Guaranteed payments: a Services 4a..... b Capital 4b.....	4a 4b	
	c Total. Add lines 4a and 4b.....	4c	
	5 Interest income.....	5	886.
	6 Dividends and dividend equivalents: a Ordinary dividends.....	6a	
	b Qualified dividends 6b..... c Dividend equivalents 6c.....	6b 6c	
	7 Royalties.....	7	
8 Net short-term capital gain (loss) (attach Schedule D (Form 1065)).....	8		
9a Net long-term capital gain (loss) (attach Schedule D (Form 1065)).....	9a		
b Collectibles (28%) gain (loss).....	9b		
c Unrecaptured section 1250 gain (attach statement).....	9c		
10 Net section 1231 gain (loss) (attach Form 4797).....	10		
11 Other income (loss) (see instructions) Type ▶.....	11		
Deductions	12 Section 179 deduction (attach Form 4562).....	12	
	13a Contributions.....	13a	
	b Investment interest expense.....	13b	
	c Section 59(e)(2) expenditures: (1) Type ▶..... (2) Amount ▶.....	13c(2)	
d Other deductions (see instructions) Type ▶.....	13d		
Self-Employment	14a Net earnings (loss) from self-employment.....	14a	
	b Gross farming or fishing income.....	14b	
	c Gross nonfarm income.....	14c	
Credits	15a Low-income housing credit (section 42(j)(5)).....	15a	
	b Low-income housing credit (other).....	15b	
	c Qualified rehabilitation expenditures (rental real estate) (attach Form 3468, if applicable).....	15c	
	d Other rental real estate credits (see instructions) Type ▶.....	15d	
	e Other rental credits (see instructions) Type ▶.....	15e	
	f Other credits (see instructions) Type ▶.....	15f	
International Transactions	16 Attach Schedule K-2 (Form 1065), Partners' Distributive Share Items-International, and check this box to indicate that you are reporting items of international tax relevance..... <input type="checkbox"/>		
Alternative Minimum Tax (AMT) Items	17a Post-1986 depreciation adjustment.....	17a	-13,223.
	b Adjusted gain or loss.....	17b	
	c Depletion (other than oil and gas).....	17c	
	d Oil, gas, and geothermal properties – gross income.....	17d	
	e Oil, gas, and geothermal properties – deductions.....	17e	
	f Other AMT items (attach stmt).....	17f	
Other Information	18a Tax-exempt interest income.....	18a	
	b Other tax-exempt income.....	18b	
	c Nondeductible expenses.....	18c	
	19a Distributions of cash and marketable securities.....	19a	120,000.
	b Distributions of other property.....	19b	
	20a Investment income.....	20a	886.
	b Investment expenses.....	20b	
c Other items and amounts (attach stmt) SEE STATEMENT 1.....			
21 Total foreign taxes paid or accrued.....	21		

Analysis of Net Income (Loss)

1 Net income (loss). Combine Schedule K, lines 1 through 11. From the result, subtract the sum of Schedule K, lines 12 through 13d, and 21.					1	214,952.
2 Analysis by partner type:	(i) Corporate	(ii) Individual (active)	(iii) Individual (passive)	(iv) Partnership	(v) Exempt Organization	(vi) Nominee/Other
a General partners						
b Limited partners		214,952.				

Schedule L	Balance Sheets per Books	Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		479,653.		716,788.
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities				
6	Other current assets (attach stmt) SEE ST 2		540,004.		206,894.
7a	Loans to partners (or persons related to partners)				
b	Mortgage and real estate loans				
8	Other investments (attach stmt)				
9a	Buildings and other depreciable assets	5,545,760.		5,752,193.	
b	Less accumulated depreciation	2,390,010.	3,155,750.	2,563,707.	3,188,486.
10a	Depletable assets				
b	Less accumulated depletion				
11	Land (net of any amortization)		535,500.		535,500.
12a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
13	Other assets (attach stmt)				
14	Total assets		4,710,907.		4,647,668.
Liabilities and Capital					
15	Accounts payable				
16	Mortgages, notes, bonds payable in less than 1 year		115,285.		99,216.
17	Other current liabilities (attach stmt) SEE ST 3		133,091.		133,091.
18	All nonrecourse loans				
19a	Loans from partners (or persons related to partners)				
b	Mortgages, notes, bonds payable in 1 year or more		2,687,101.		2,544,979.
20	Other liabilities (attach stmt)				
21	Partners' capital accounts		1,775,430.		1,870,382.
22	Total liabilities and capital		4,710,907.		4,647,668.

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return

Note: The partnership may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	214,952.	6	Income recorded on books this year not included on Schedule K, lines 1 through 11 (itemize):	
2	Income included on Schedule K, lines 1, 2, 3c, 5, 6a, 7, 8, 9a, 10, and 11, not recorded on books this year (itemize):		a	Tax-exempt interest	\$
3	Guaranteed payments (other than health insurance)		7	Deductions included on Schedule K, lines 1 through 13d, and 21, not charged against book income this year (itemize):	
4	Expenses recorded on books this year not included on Schedule K, lines 1 through 13d, and 21 (itemize):		a	Depreciation	\$
a	Depreciation	\$	8	Add lines 6 and 7	
b	Travel and entertainment	\$	9	Income (loss) (Analysis of Net Income (Loss), line 1). Subtract line 8 from line 5	214,952.
5	Add lines 1 through 4	214,952.			

Schedule M-2 Analysis of Partners' Capital Accounts

1	Balance at beginning of year	1,775,430.	6	Distributions:	
2	Capital contributed:		a	Cash	120,000.
a	Cash		b	Property	
b	Property		7	Other decreases (itemize):	
3	Net income (loss) (see instructions)	214,952.	8	Add lines 6 and 7	120,000.
4	Other increases (itemize):		9	Balance at end of year. Subtract line 8 from line 5	1,870,382.
5	Add lines 1 through 4	1,990,382.			

Schedule K-1
(Form 1065)

Department of the Treasury
 Internal Revenue Service

2021

For calendar year 2021, or tax year

beginning / / 2021 ending / /

Partner's Share of Income, Deductions, Credits, etc.

▶ See separate instructions.

Part I Information About the Partnership													
A Partnership's employer identification number	04-3541913												
B Partnership's name, address, city, state, and ZIP code	WDM PROPERTIES, LLC C/O SCARAFONI ASSOCIATES P.O. BOX 307 NORTH ADAMS, MA 01247												
C IRS center where partnership filed return ▶ E-FILE													
D <input type="checkbox"/> Check if this is a publicly traded partnership (PTP)													
Part II Information About the Partner													
E Partner's SSN or TIN (Do not use TIN of a disregarded entity. See instructions.)	***-**-****												
F Name, address, city, state, and ZIP code for partner entered in E. See instructions.	DAVID G. CARVER 261 STRATTON ROAD WILLIAMSTOWN, MA 01267												
G <input type="checkbox"/> General partner or LLC member-manager <input checked="" type="checkbox"/> Limited partner or other LLC member													
H1 <input checked="" type="checkbox"/> Domestic partner <input type="checkbox"/> Foreign partner													
H2 <input type="checkbox"/> If the partner is a disregarded entity (DE), enter the partner's:	TIN _____ Name _____												
I1 What type of entity is this partner? <u>INDIVIDUAL</u>													
I2 If this partner is a retirement plan (IRA/SEP/Keogh/etc.), check here <input type="checkbox"/>													
J Partner's share of profit, loss, and capital (see instructions):													
	<table border="1"> <thead> <tr> <th></th> <th>Beginning</th> <th>Ending</th> </tr> </thead> <tbody> <tr> <td>Profit</td> <td>37.505 %</td> <td>37.505 %</td> </tr> <tr> <td>Loss</td> <td>37.505 %</td> <td>37.505 %</td> </tr> <tr> <td>Capital</td> <td>37.505 %</td> <td>37.505 %</td> </tr> </tbody> </table>		Beginning	Ending	Profit	37.505 %	37.505 %	Loss	37.505 %	37.505 %	Capital	37.505 %	37.505 %
	Beginning	Ending											
Profit	37.505 %	37.505 %											
Loss	37.505 %	37.505 %											
Capital	37.505 %	37.505 %											
Check if decrease is due to sale or exchange of partnership interest <input type="checkbox"/>													
K Partner's share of liabilities:													
	<table border="1"> <thead> <tr> <th></th> <th>Beginning</th> <th>Ending</th> </tr> </thead> <tbody> <tr> <td>Nonrecourse</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Qualified nonrecourse financing</td> <td>\$</td> <td>\$</td> </tr> <tr> <td>Recourse</td> <td>\$</td> <td>\$</td> </tr> </tbody> </table>		Beginning	Ending	Nonrecourse	\$	\$	Qualified nonrecourse financing	\$	\$	Recourse	\$	\$
	Beginning	Ending											
Nonrecourse	\$	\$											
Qualified nonrecourse financing	\$	\$											
Recourse	\$	\$											
Check this box if Item K includes liability amounts from lower tier partnerships. <input type="checkbox"/>													
L Partner's Capital Account Analysis													
Beginning capital account	\$ 653,917.												
Capital contributed during the year	\$												
Current year net income (loss)	\$ 80,617.												
Other increase (decrease) (attach explanation)	\$												
Withdrawals and distributions	\$(60,000.)												
Ending capital account	\$ 674,534.												
M Did the partner contribute property with a built-in gain (loss)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," attach statement. See instructions.												
N Partner's Share of Net Unrecognized Section 704(c) Gain or (Loss)													
Beginning	\$												
Ending	\$												

Part III Partner's Share of Current Year Income, Deductions, Credits, and Other Items			
1	Ordinary business income (loss)	14	Self-employment earnings (loss)
2	Net rental real estate income (loss)		
*	80,285.		
3	Other net rental income (loss)	15	Credits
4a	Guaranteed payments for services		
4b	Guaranteed payments for capital	16	Schedule K-3 is attached if checked. <input type="checkbox"/>
4c	Total guaranteed payments	17	Alternative minimum tax (AMT) items
5	Interest income	A	-4,961.
6a	Ordinary dividends		
6b	Qualified dividends	18	Tax-exempt income and nondeductible expenses
6c	Dividend equivalents		
7	Royalties		
8	Net short-term capital gain (loss)		
9a	Net long-term capital gain (loss)	19	Distributions
9b	Collectibles (28%) gain (loss)	A	60,000.
9c	Unrecaptured section 1250 gain	20	Other information
10	Net section 1231 gain (loss)	A	332.
11	Other income (loss)	N*	STMT
		Z*	STMT
12	Section 179 deduction	21	Foreign taxes paid or accrued
13	Other deductions		
22	<input type="checkbox"/> More than one activity for at-risk purposes*		
23	<input type="checkbox"/> More than one activity for passive activity purposes*		
*See attached statement for additional information.			

For IRS Use Only

WDM PROPERTIES, LLC 04-3541913

SCHEDULE K-1 (FORM 1065) 2021

SUPPLEMENTAL INFORMATION

PAGE 2

BOX 2
RENTAL REAL ESTATE ACTIVITIES

PROPERTY TYPE AND ADDRESS	GROSS INCOME	NET EXPENSES	NET INCOME	PASSIVE NONPASS	SEC. 1231 TOTAL
TYPE: 2 - MULTI-FAMILY RESIDENCE 35 LINDEN ST, PITTSFIELD, MA PITTSFIELD, MA 01201	14,996.	8,989.	\$ 6,007.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 39 LINDEN ST, PITTSFIELD, MA PITTSFIELD, MA 01201	16,530.	9,526.	7,004.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 169 BRADFORD ST, PITTSFIELD, MA PITTSFIELD, MA 01201	44,260.	29,207.	15,053.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 21 KENT AVE, PITTSFIELD, MA PITTSFIELD, MA 01201	14,082.	7,896.	6,186.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 1 MCLAUGHLIN PL, PITTSFIELD, MA PITTSFIELD, MA 01201	14,627.	8,997.	5,630.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 3 ROSTONE PL, PITTSFIELD, MA PITTSFIELD, MA 01201	12,366.	7,692.	4,674.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 135 SECOND ST, PITTSFIELD, MA PITTSFIELD, MA 01201	13,838.	7,619.	6,219.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE FIRST STREET, PITTSFIELD, MA PITTSFIELD, MA 01201	63,355.	32,410.	30,945.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 85 LINDEN ST, PITTSFIELD, MA PITTSFIELD, MA 01201	17,870.	6,646.	11,224.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 33 MAPLEWOOD AVENUE PITTSFIELD, MA 01201	25,589.	24,422.	1,167.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE MELVILLE STREET PITTSFIELD, MA 01201	61,034.	64,749.	-3,715.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 625 STATE ROAD NORTH ADAMS, MA 01247	27,289.	29,203.	-1,914.	PASSIVE	
TYPE: 2 - MULTI-FAMILY RESIDENCE 133 SEYMOUR ST PITTSFIELD, MA 01201	65,675.	73,872.	-8,197.	NONPASS	
ROUNDING OR SPECIALLY ALLOCATED NET INCOME (LOSS) ADJUSTMENT					
			TOTAL \$		<u>2.</u> <u>80,285.</u>

ACCEPTANCE

On this 22 day of August, 2022, the Town of Great Barrington, acting by and through its Selectboard pursuant to the vote under Article 21 of the warrant for the 2020 Great Barrington Annual Town Meeting, and any other enabling authority, hereby accepts the Deed from General Electric Company recorded at Book _____ and Page _____ in the Southern Berkshire Registry of Deeds.

TOWN OF GREAT BARRINGTON,
By its Selectboard

Stephen Bannon, Chair

Leigh Davis

Edward Abrahams

Eric Gabriel

Garfield Reed

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this 22 day of August, 2022, before me, the undersigned notary public, personally appeared Steven Bannon, Chair of the Great Barrington Selectboard, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Great Barrington.

Notary Public
My Commission Expires:

QUITCLAIM DEED

GENERAL ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of New York and authorized to do business in the Commonwealth of Massachusetts, with a place of business in Boston, Suffolk County, Massachusetts, (hereinafter "Grantor") for no consideration as this conveyance constitutes a transfer and not a sale, grants to the **TOWN OF GREAT BARRINGTON**, a Massachusetts municipal corporation, acting by and through its Selectboard, having an address of 334 Main Street, Great Barrington, Massachusetts 01230, with QUITCLAIM COVENANTS, the land in Great Barrington situated on the east bank of the Housatonic River at Rising Pond, at 0 Park Street, and being shown as "Parcel 1, Area = 2,228 sq ft" on a plan of land entitled "Plan of Land prepared for Town of Great Barrington, Park Street, Great Barrington, MA," dated July 6, 2022, prepared by Foresight Land Services, Inc, Pittsfield, MA, which plan is recorded at the Southern Berkshire Registry of Deeds in _____.

Being a portion of the premises conveyed to General Electric Company by deed of Neenah Paper FR, LLC recorded June 27, 2008 at the Southern Berkshire Registry of Deeds in Book 1852, Page 144.

The Town of Great Barrington's Acceptance of this conveyance referencing a vote taken under Article 21 of the warrant for the Town of Great Barrington 2020 Annual Town Meeting is recorded in said Registry of Deeds herewith.

Pursuant to M.G.L. c.64D, §1, no deed excise stamps are required.

This conveyance does not constitute a sale of all or substantially all of the assets of the Grantor in Massachusetts.

Subject Premises: Land at 0 Park Street, Great Barrington, Berkshire County, Massachusetts

IN WITNESS WHEREOF, GENERAL ELECTRIC COMPANY has caused this instrument to be signed on its behalf by Andrew T. Silfer, Leader, Global Remediation, this ____ day of _____, 2022.

GENERAL ELECTRIC COMPANY

By: _____
Andrew T. Silfer, Leader, Global Remediation
For Signatory Authority, see Delegation of Authority recorded herewith

STATE OF _____

County of _____, ss

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared Andrew T. Silfer, proved to me through satisfactory evidence of identification which was:

- ___ driver's license or other state or federal government document bearing a photographic image;
- ___ oath or affirmation of a credible witness known to me who knows the above signatory; or
- ___ my own personal knowledge of the identity of the signatory,

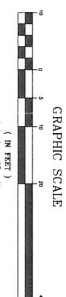
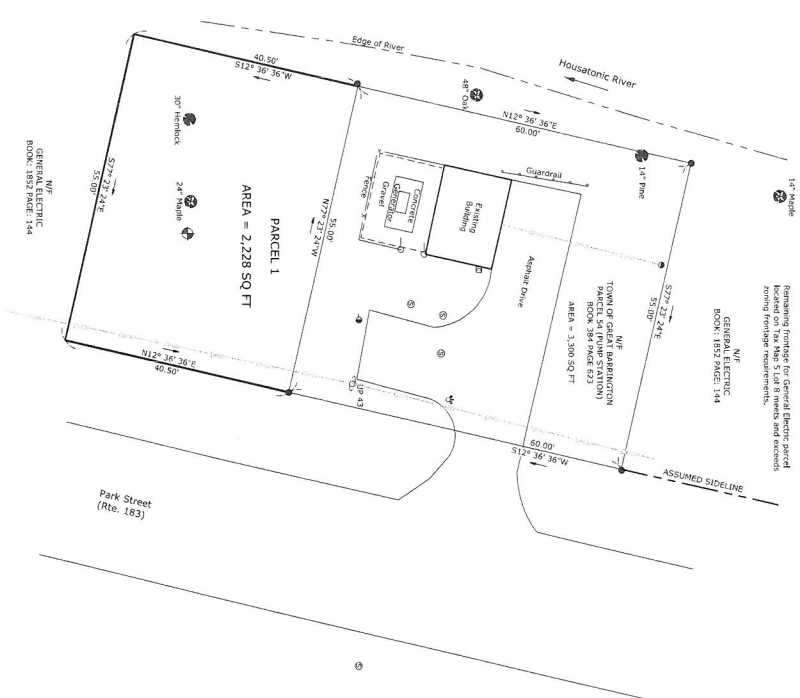
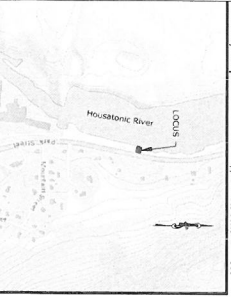
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Leader Global Remediation, of General Electric Company

(Affix Notary Seal or Stamp)

Notary Public
My Commission Expires:

Selectboard Meeting Packet August 22, 2022 Item 7.a. Acceptance of a Deed 2,228 SQ FT

- GENERAL NOTES**
1. This plan of land is intended solely to represent the boundary lines of the subject property.
 2. Unless otherwise noted herein, this survey plan shall not be construed as depicting the presence, absence, or limits of any of all regulated wetlands or other resources. The location of wetlands and other resources shown on this plan are not represented as including limits of wetland resource areas.
 3. No other permits, approvals, uses, site conditions or suitability are expressed or implied hereby, either directly or by omission.
 4. All parcels are subject to and with the benefit of all rights, restrictions, conditions, easements, liens, encumbrances and appurtenances of record.
 5. Enforcement does not imply compliance with Wetlands Protection Act or zoning.
 6. Horizontal datum is based upon NAD 83.



APPROVAL NOT REQUIRED UNDER SUBDIVISION CONTROL LAW

DATE: _____

GREAT BARRINGTON PLANNING BOARD

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

DATE: _____

- LEGEND**
- IRON PIPE
 - BENCHMARK
 - ANCHOR
 - UTILITY POLE
 - GATE POST
 - CONCRETE
 - WATER SHUT OFF
 - CONIFEROUS TREE
 - DECIDUOUS TREE
 - EXISTING BUILDING
 - EDGE OF ASPHALT
 - EDGE OF GRAVEL
 - EDGE OF RIVER
 - OVERHEAD WIRE
 - - - - FENCE
 - - - - PROJECTED LINE
 - - - - TYPICAL LINE

RECORD OWNER
THE TOWN OF GREAT BARRINGTON
BOOK 384 PAGE 623

PRELIMINARY

PLAN OF LAND
Prepared For
TOWN OF GREAT BARRINGTON
PARK STREET
GREAT BARRINGTON, MA.

FORESIGHT LAND SERVICES ENGINEERING & SURVEYING
205 WEST MAIN STREET, SUITE 202
ROCKERSVILLE, MA 01765
TEL: 978-689-7000
WWW.FORESIGHTLANDSERVICES.COM

DATE: 11/10/2020
DWN, BRJW
DRAWN BY: STRAWNS-SITE 1
ISSUED: 12/1/2021

ACCEPTANCE

On this ____ day of _____, 2022, the Town of Great Barrington, acting by and through its Selectboard pursuant to the vote under Article 21 of the warrant for the 2020 Great Barrington Annual Town Meeting, and any other enabling authority, hereby accepts the Easement from Massachusetts Electric Company recorded at Book _____ and Page _____ in the Southern Berkshire Registry of Deeds.

TOWN OF GREAT BARRINGTON,
By its Selectboard

Stephen Bannon, Chair

Leigh Davis

Edward Abrahams

Eric Gabriel

Garfield Reed

COMMONWEALTH OF MASSACHUSETTS

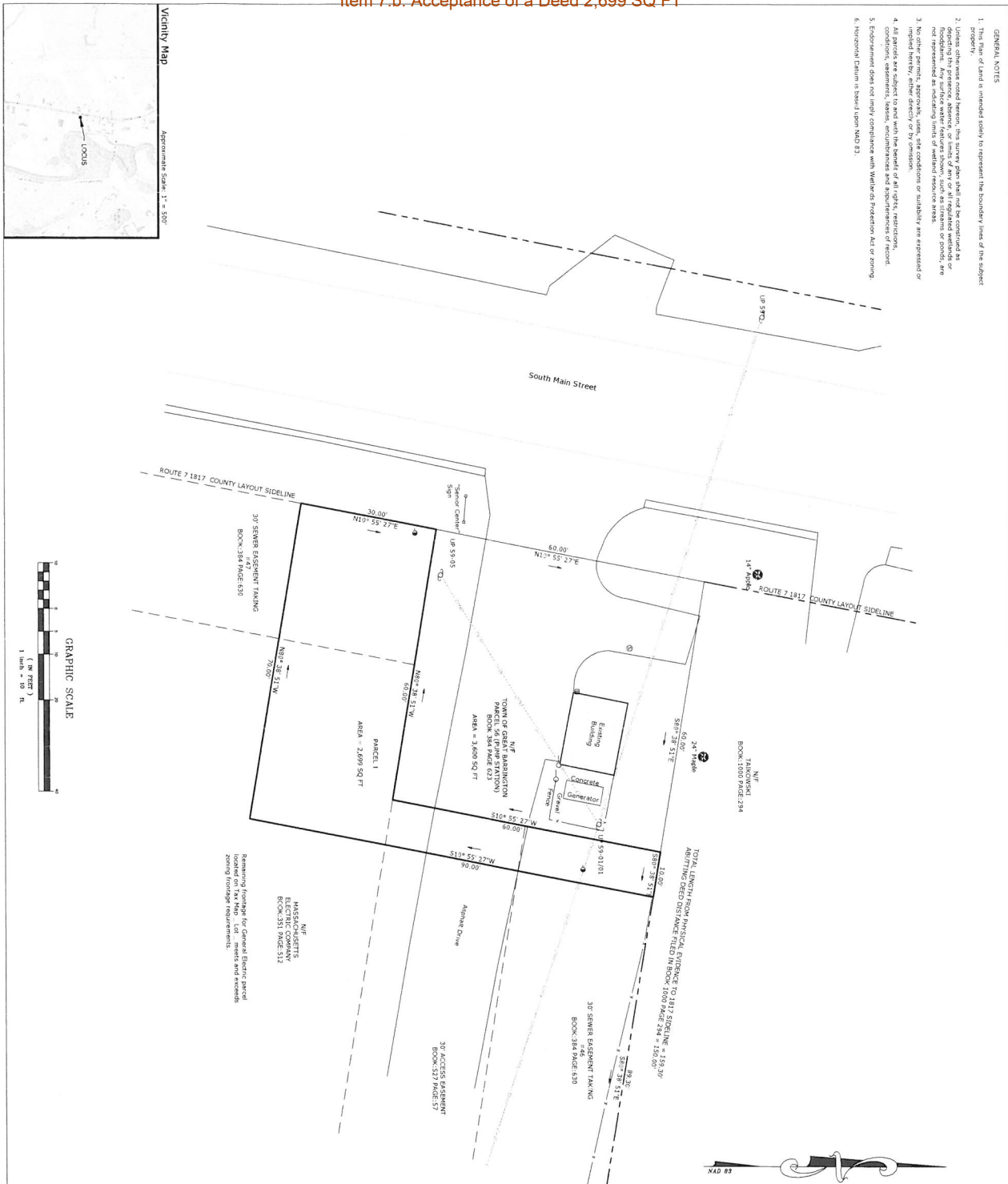
Berkshire, ss.

On this 22 day of August, 2022, before me, the undersigned notary public, personally appeared __Steven Bannon__, Chair of the Great Barrington Selectboard, as aforesaid, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Great Barrington.

Notary Public
My Commission Expires:

Selectboard Meeting Packet August 22, 2022
 Item 7.b. Acceptance of a Deed 2,699 SQ FT

- GENERAL NOTES**
1. This Plan of Land is intended solely to represent the boundary lines of the subject property.
 2. The subject property is shown based on the survey data that has been provided to the engineer. Any surface water features shown, such as streams or ponds, are not represented as including any of the subject property.
 3. No other surveying, engineering, or other conditions of suitability are expressed or implied.
 4. All parties are subject to read with the benefit of all rights, restrictions, conditions, easements, leases, encumbrances and improvements of record.
 5. Easement does not imply compliance with Wetland Protection Act or zoning.
 6. Horizontal Datum is based upon NAD 83.



APPROVAL NOT REQUIRED UNDER SUBDIVISION CONTROL LAW

GREAT BARRINGTON PLANNING BOARD

DATE: _____

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

DATE: _____

- LEGEND**
- IRON PIPE
 - TEMPORARY BENCHMARK
 - ANCHOR
 - UTILITY POLE
 - WATER METER
 - SEWER METER
 - WATER SHUT OFF
 - CONCRETE TREE
 - WETLAND FLAG
 - EXISTING BUILDING
 - EDGE OF ASPHALT
 - EDGE OF GRAVEL
 - WETLAND LINE
 - OVERHEAD WIRE
 - FENCE
 - UTILITY LINE
 - TAKING LINE

RECORD OWNERS
 THE TOWN OF GREAT BARRINGTON
 BOOK 384 PAGE 623

PLAN OF LAND
 Prepared For
TOWN OF GREAT BARRINGTON
 SOUTH MAIN STREET
 GREAT BARRINGTON, MA

FORESIGHT AND SURVEYS
 ENGINEERING AND SURVEYING
 110 WEST MAIN STREET, SUITE 100
 GREAT BARRINGTON, MA 01930
 PHONE: 413-528-1100 FAX: 413-528-1101
 WWW.FORESIGHTANDSURVEYS.COM

SCALE: 1" = 10'
 DATE: JUN 14, 2022 DRAWN BY: [Signature] CHECK BY: [Signature]
 JOB NO. 238466 DWG. NO. 238466-013 SHEET NO. 01 OF 03