

Mark Pruhenski
Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Regular Meeting via Zoom and in person at 334 Main Street Great Barrington MA
Order of Agenda for Monday, October 24, 2022, at 6:00 PM

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 16, 2022 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Selectboard will be conducted both in-person and via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org. For this meeting, members of the public and committee members may attend the meeting in person, or, for those who wish to do so remotely may by following the instructions at the top of this agenda. For those who are not in-person every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

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

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
 - a. October 3, 2022
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
 - b. Halloween Trick or Treat date/hours reminder
 - c. Finance Committee Recommendation- Other Post-Employment Benefits (OPEB) Trust
 - d. Mattress Disposal Moratorium- Effective October 18th until further notice
 - e. Parking Tickets- Fee Schedule Recommendation from staff
 - f. Public Works- Project Updates
5. LICENSES AND PERMITS
 - a. Katherine Hand for Berkshire Cider Project for a farmer winery license to sell their Cider at the winter Farmer's Market on 11/19/22; 12/17/22; 1/21/22; 2/18/2022; 3/18/22; 4/15/22 from 10 AM to 2 PM at the Housatonic Community Center

6. NEW BUSINESS

- a. Special Permit Recommendation to the Planning Board on the application from Lenox Landings Barrington Brook Holdings, LLC, to modify the Open Space Residential Development special permit granted February 2013 to Stone Path Development, specifically the open space boundaries on Thrushwood Lane.
- b. Housatonic School RFP: Phase 2 presentation by Arete Ventures Inc.–Q&A session to follow
- c. Capital Purchases–Maximum Useful Life Determination
- d. Annual update from the Cultural District–Ed Abrahams
- e. Right of first refusal: Selectboard vote to waive or exercise the Town’s Chapter 61 Right of First Refusal on 79 acres located at 200 North Plain Road, Parcel 40 of Assessors Map 28.

7. 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.

8. SELECTBOARD’S TIME

9. MEDIA TIME

10. ADJOURNMENT

NEXT SELECTBOARD MEETING

November 7, 2022

November 21, 2022

December 5, 2022

December 21, 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.

Great Barrington Finance Committee
Other Post Employment Benefits “OPEB” Funding
October 2022

Introduction

This memo summarizes the Great Barrington Finance Committee’s recommendation to the Selectboard that the Town establish a Trust (the “OPEB Trust”) as a dedicated reserve account to retain and invest advance contributions for retiree health care benefits. ¹ Our recommendation focuses on how the Town funds the cost of these benefits and that it should create a dedicated reserve for funding future benefits.

Background

Other Post-Employment Benefits (“OPEB”) are benefits other than pensions that certain public and private employers provide their retired employees. These benefits primarily involve retiree health care benefits, but they also can include life insurance and other benefits. As seen in the table below, the annual cost of these benefits is increasing for the Town. In FY 2021 the cost was \$474,330², an amount which is primarily due to the employer portion ³ of the health insurance premium. The Town has not put money aside (such as we do for the Berkshire County pension fund) to pay for this benefit in future years, rather we pay the annual cost out of the operating budget year year—an approach which is often referred to as ‘pay as you go’ (“PAYG”).

Great Barrington Annual PAYG OPEB Expenses

2016	\$ 414,912
2017	\$ 421,783
2018	\$ 469,964
2019	\$ 464,153
2020	\$ 470,212
2021	\$ 474,330

As part of its audited financial statements, the Town is required to engage actuaries to prepare an estimate of the future cost of these benefits discounted back to today’s dollars. There is a long list of assumptions used in this calculation, such as retirement age, life expectancy, healthcare cost inflation, participation rates, and the discount rate used to convert projected future costs into today’s dollars. Changes in any or all of these assumptions will substantially change the result. As of June 2021, the actuarial projection of the Town’s future OPEB obligation—accumulated over several decades—is approximately \$22 million. ⁴ Note this number does not include the Town’s share of the OPEB Liability for the Berkshire Hills regional School District.

¹ Note that the FC is not evaluating any qualitative aspect of the medical insurance, nor any issues relating to the appropriateness / fairness of the eligibility criteria and benefits provided. A third party provider – Berkshire Health Group – is responsible for managing these benefits to eligible members and spouses.

² OPEB Disclosures as of June 30, 2021 prepared by KMS Actuaries for the Town of Great Barrington, page 5

³ The Town pays 80% or 68% of retired employees total medical premium, depending on coverage elected.

⁴ OPEB Disclosures as of June 30, 2021 prepared by KMS Actuaries for the Town of Great Barrington, page 2

Should the Town create a trust to reserve funds to pay for future OPEB costs? Summary Pros and Cons

Pro's	Con's
Provides more assurance that funds will be available to pay for these benefits in future years	Creates a new expense item in the annual budget – in addition to the annual PAYG expense
Will help alleviate budgetary pressures in future tough budget years. <ul style="list-style-type: none"> ▪ In tough budget years, assets from the trust can be used as a “rainy day fund” to cover OPEB expenses 	In order to contribute money to the trust, depending on the amount: <ul style="list-style-type: none"> ▪ Taxes may need to be raised or ▪ Funds are redirected from other budget items
Trust Assets can be invested with any gains and investment income available to pay future retiree benefits	Adds additional responsibilities for Town staff
This fund can be viewed by credit rating agencies as prudent fiscal management and may help the town maintain its high quality credit rating	Funds in the trust can only be used for OPEB
Enhance generational taxpayer equity: <ul style="list-style-type: none"> ▪ funding the benefits as they are being earned by employees ▪ future taxpayers/employees will not bear a disproportionate burden of the costs 	

What other Berkshire towns are doing

According to a recent study⁵ by the Massachusetts Public Employee Retirement Administration Commission, the total OPEB Liability for all reporting entities is approximately \$56.1 billion. The total amount in dedicated OPEB reserve accounts is approximately \$3.3 billion resulting in a net OPEB Liability of \$52.8 billion, or in other words, 5.9% of the liability is funded with reserves.

On the next page is OPEB liability funding data for the State and a few neighboring towns. A few months ago as part of the FC study of this matter, the FC Chair spoke with Donna Toomey, Lee’s Treasurer/Collector. Their OPEB trust was created in 2010 and is now around \$490K or 2% of the total liability. They have put in \$25-\$50K per year and the investment portfolio is managed by a trusted independent financial advisor. The Treasurer manages this process (rather than a special committee).

Reporting Entity	OPEB Liability in thousands	Amount Funded (%)
Commonwealth of Mass	\$22,105,511	6.4%

⁵ <https://www.mass.gov/doc/download-the-2021-opeb-summary-report/download>

Alford	No plan	
Dalton	\$4,496	56.2%
Egremont	\$770	17.5%
Great Barrington (as of 6/30/20)	\$20,598	0.0%
Lee	\$24,698	2.0%
Lenox	\$22,334	23.5%
New Marlborough	No plan	
Sheffield	No plan	
Stockbridge	\$3,720	103.1%
West Stockbridge	\$878	0.0%
Williamstown	\$20,601	2.4%

Comparison to our Pension Fund Obligations

When discussing the OPEB obligation it is frequently compared (and confused with) to the pension plan for retirees. Based on a discussion with Sheila LaBarbera, the Executive Director of the Berkshire County Retirement System, and a review of its annual report, the funding position for the pension benefits is a much more positive story. The county was required by law to start reserving for its pension benefits several decades ago and the result is the total obligation is about 80-90% funded (it is probably now somewhat less due to the drop in the stock market). As a result, while it is difficult to predict, Ms. LaBarbera anticipates that our annual pension expense (listed below) could begin to decrease sometime in the next 5-10 years. Should this expense decrease or level off that could create an opportunity to increase the reserve contributions for OPEB.

Great Barrington's Pension Contribution	
12/31/15	\$ 711,322
12/31/16	\$ 735,666
12/31/17	\$ 757,064
12/31/18	\$ 787,563
12/31/19	\$ 867,564
12/31/20	\$ 931,180
12/31/21	\$ 993,573

Our Recommendation

Unfunded OPEB liabilities are frequently described in very ominous terms (i.e. a crisis) and our \$22 million accounting obligation is a very significant financial obligation to our retired staff members. However, the relatively slow rate of increase in our PAYG expense over the last 6 years suggests that at least for our Town it is not a crisis.⁶ In addition, we are very cognizant of the difficulty in adding a new and significant expense to our budget.

Our core recommendation is that the topic of OPEB funding should receive greater attention in the annual budget process. In order to achieve this as a first step the Finance Committee recommends that the Selectboard support the establishment of an OPEB Trust, which requires

⁶ We did not have the data or expertise to assess why the expense has increased at such a moderate rate and that could be a topic of further study.

approval at Town Meeting (see next steps below). Our recommendations are similar to those included in the Financial Policy Manual of June 2020. The existence of the Trust will trigger an annual discussion during the Budget process based on prevailing data regarding an appropriate annual contribution. The amount can vary from year to year based on our free cash balances and other significant budgetary needs.

For an initial funding amount as a general guideline we recommend that the Select Board consider \$50,000 for the upcoming FY 2024 budget process (also subject to approval at Town Meeting). As with any process of saving for the future, it is important to get started.

Next Steps

If the Select Board elects to proceed with this recommendation, the state has provided detailed written guidance on how to proceed.⁷ Below is a very brief summary of the process:

- 1) The establishment of an OPEB Trust requires approval at Town Meeting
- 2) The governing body (Town Meeting) may, by majority vote, appropriate monies to the OPEB Fund.
- 3) The OPEB trust requires a Trustee, which can be the Town Treasurer or a newly established Board of Trustees
 - a) The trustee has investment authority over the fund and may employ investment consultants to provide required services
- 4) An appropriation by a two-thirds vote of the governing body is required to spend any monies in the OPEB Fund.
 - a) Monies can be used for expenses of the trust and
 - b) to pay the governmental unit's share of health insurance benefits for retirees and their dependents

Sources

State Procedures to Create an OPEB Fund

<https://www.mass.gov/doc/igr-2019-10-other-post-employment-benefits-liability-trust-fund/download>

Massachusetts OPEB Report: <https://www.mass.gov/info-details/opeb-summary-report>

Town of Great Barrington OPEB Program Financial Reporting and Disclosures –

Governmental Accounting Standards Board Statement 75 - Disclosures as of June 30, 2021

https://www.townofgb.org/sites/g/files/vyhlf636/f/uploads/great_barrington_501_2021_gasb_75_report_8-16-2021_0.pdf

Financial Policy Manual, Town of Great Barrington, June 2020, Massachusetts Department of Revenue, Division of Local Services.

<https://www.mass.gov/doc/great-barrington-financial-policy-manual-june-2020-0/download>

Commonwealth of Massachusetts Special Commission to Study Retiree Healthcare and Other Non-Pension Benefits - Final Report Submitted January 11, 2013

<https://www.wrrb.org/wp-content/uploads/2013/11/opeb-commission-final-report-2013.pdf>

OPEB Advisory Committee Andover, Massachusetts March 31, 2016

Options for Managing Other Post Employment Benefit Costs

https://www.andovermaretirement.com/sites/default/files/fileattachments/general/page/366/opeb_report_final_03_31_2016.pdf

Survey of State & Local Government OPEB Liabilities

<https://reason.org/policy-study/survey-of-state-and-local-government-other-post-employment-benefit-liabilities/>

⁷ <https://www.mass.gov/doc/igr-2019-10-other-post-employment-benefits-liability-trust-fund/download>

William R. Walsh, Jr.
Chief of Police



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Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

POLICE DEPARTMENT

EXECUTIVE SUMMARY

TITLE: Parking Ticket Fees

BACKGROUND: The police department is responsible for parking enforcement. The parking fines have not been reviewed in many years. Currently the fine for all violations, except handicap parking violations, is \$20.00. With the implementation of the new electronic parking enforcement program, I feel this would be a good time to evaluate the fine structure for parking violations.

FISCAL IMPACT: The cost of outsourcing the parking ticket process is at a minimum \$2.00 per violation issued. The maximum is \$3.10 per violation. This fee is if the parking ticket is not paid within 21 days, and a late payment notice letter is mailed to the vehicle owner as required by law. The fees are deducted from the payments collected from Plymouth County, so we are not billed for the service. Each month we will receive a check for the parking fines collected, minus their administrative fee.

I have reviewed other municipality's parking violation fine structures and found that our fines are on the lower end. In addition, increasing the parking fines will help offset the fees paid for the outsourcing of the ticket processing.

RECOMMENDATION: I recommend that we increase our fine schedule to the following:

Schedule of fines.

Pursuant to the provisions of General Laws Chapter 90 Section 20A 1/2, any person violating any provision of any rule, regulation, traffic order, or ordinance regulating the parking of motor vehicles, shall be punished by a fine for each offense as hereinafter set forth:

- (1) Parking within an intersection: \$25.
- (2) Parking within five feet of fire hydrant: \$50.

To _____
10/19/2022
p. 2 of 3

- (3) Parking so as to obstruct traffic: \$25.
- (4) Parking so as to obstruct a driveway or private way: \$25.
- (5) Parking on a sidewalk: \$25.
- (6) Parking within a tow away area: \$25.
- (7) Parking on a crosswalk \$25.
- (8) Parking along or opposite street excavation or obstruction: \$25.
- (9) Double parking: \$50.
- (10) Parking within 15 feet of an intersection: \$25.
- (11) Parking within a prohibited area: \$25.
- (12) Parking in a bus stop: \$25.
- (13) Parking in a wrong direction: \$25.
- (14) Parking after 1 am during winter ban \$50.
- (15) Parking within a loading zone: \$25.
- (16) Parking over 12 inches from curb: \$25.
- (17) Parking in a fire lane \$50.
- (18) Parking over 12" from a curb \$25.
- (19) Parking outside a designated space: \$25.
- (20) Parking within a loading zone \$25.
- (21) Parking improperly in a municipal parking area \$25.
- (22) Parking overtime in a restricted area \$25
- (24) Parking in designated handicapped space 150.00
- (25) Blocking wheel chair ramp: \$100. New
- (30) Boot fee: \$50. New

Penalties for failure to pay fines within 21 days pursuant to state law.

- (a) An additional five-dollar penalty will be assessed if a fine is paid after 21 days, but before the parking clerk reports to the Registry of Motor Vehicles.
- (b) An additional five-dollar penalty will be assessed if a fine is paid after the parking clerk has filed his/her report to the Registry of Motor Vehicles.

PREPARED AND REVIEWED BY:  Chief Paul Storti

APPROVED BY:  Town Manager Mark Pruhenski

DATE: 10/24/2022

APPLICATION BY A FARMER WINERY FOR LICENSE TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)

YEAR 20

22

1. Licensee Information:

Name of Applicant: BERKSHIRE CIDER PROJECT ABCC License Number: 2021-000092-FW-BEN
(If Existing Licensee)
Mailing Address: 508 State Road Business Name (d/b/a if different):
Manager of Record: Matthew Brogan City/Town: North Adams State: MA Zip: 01247
Phone Number of Premises: 413.409.6058
Other Phone: Email: hi@berkshire-cider.com Website: www.berkshire-cider.com
Contact Person concerning this application (attorney if applicable):
Name: Katherine Hand City/Town: North Adams State: MA Zip: 01247
Address: 508 State Road Email: hi@berkshire-cider.com
Contact Number: 914.456.1880 Fax Number:

2. Event Information:

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.

Please attach document from Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event: 11/19/22 / 12/17/22 / 1/21/23 / 2/18/23 / 3/18/23 / 4/15/23 10am-2pm

B. Contact person for applicant during event:

Name: Katherine Hand
Phone number of contact: 914.456.1880

C. Description of the premises within the Farmer's Market:

Address of Premises for the Sale of Wine: Housatonic Community Center 1064 main st. Housatonic, MA 01236
City/Town: Housatonic State: MA Zip: 01236 Phone Number of Premises: 413.528.0041

Describe Area to be Licensed:

2x6 table within the market premises

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A
 FARMER'S MARKET
 (CH.138, §15F)**

3. Existing License(s) to Manufacture, Export and Sell at Retail:

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine to consumers: (Attach a copy of each license)

Name	License Type	License Address
Berkshire Cider Project LLC	Farmer Winery	508 State Road, North Adams MA
" "	Federal winery Permit	" "
" "	Direct wine Shipper	" "

4. Are you providing, without charge, samples of wine to prospective customers? Yes No

Section 15F specifically requires that "all samples of wine shall be served by an agent, representative or solicitor of the licensee."

A. If yes, please provide names and addresses of all agents, representatives and solicitors:

Name	Address	ABCC License Number
Berkshire Cider Project	508 State Road, North Adams MA	2021-000092-FW-REN

B. Proof of Age for Sale to Consumers:

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers:

We will check government issued IDs

5. Transportation and Delivery:

Please identify in detail all persons or businesses that are licensed under M.G.L. c. 138, §22 that will be making any delivery of wine on your behalf to the Farmer's Market in Massachusetts.

An approved employee will transport, secure & sell cider on our behalf

*If additional space is needed, please use last page.

**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)**

6. Safety and Tax Registration:

Has the Farmer's Market registered with the Food and Drug Administration? Yes No Registration Date:

7. Disclosure of License Disciplinary Action:

Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled? Yes No

If yes, list said interest below:

Date	License	Reason why license was Suspended, Revoked or Cancelled

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Note: The LLA may require additional information.

Signature

A. M. J. [Signature]

Title

Co-owner

Date

10/17/22

Town Hall, 334 Main Street
Great Barrington, MA 01230



Telephone: (413) 528-1619
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TOWN OF GREAT BARRINGTON MASSACHUSETTS

PLANNING BOARD

SPECIAL PERMIT #

930-22

NAME, ADDRESS, AND PROJECT: Application from Lenox Landings Barrington Brook Holdings, LLC, 59 Pine Ridge, Waban, MA 02468, for a Special Permit to modify the Open Space Residential Development special permit granted February 2013 to Stone Path Development, specifically the open space boundaries on Thrushwood Lane, in accordance with Sections 8.7 and 10.4 of the Zoning Bylaw.

REVIEW MEETINGS

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

SELECTBOARD

Monday, October 24, 2022, 6:00 PM

CONSERVATION COMMISSION

Wednesday, October 26, 2022, 6:30 PM

BOARD OF HEALTH

Thursday, November 3, 2022, 6:30 PM

SPECIAL PERMIT PUBLIC HEARING

The **PUBLIC HEARING** before the **PLANNING BOARD** is scheduled for Thursday, November 10, 2022, at 6:00 PM.

The Planning Board will arrange to make a site visit on the day of the hearing.



DRAINAGE
HIGHWAYS
REPORTS

LAND PLANNING
BUILDING DESIGN
SURVEY

September 29, 2022

Town of Great Barrington
Planning Board
Town Hall
334 Main Street
Great Barrington, Ma 01230

Re: Special Permit Amendment Request
Open Space Residential Permit (OSRD)
Stone Path Development

Dear Planning Board Members,

On behalf of LLBBH, LLC (the successor to Stone Path Development, Inc.), we hereby request an *Amendment* to the original Special Permit issued in 2013 for the above-named project.

The Application is to re-locate a proposed dwelling unit on Thrushwood Lane (from lot #10/11 to lot #1) and to re-configure portions of the original open space are. The number of units in the overall development will not change.

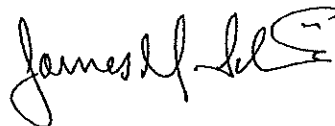
In support of this request, we have provided the following documents:

- Completed *Special Permit* Application Form;
- Filing fee;
- Abutter's List
- Narrative Description of Amendment Request
- Revised Site Plans (dated September 28, 2022)

Please place us on the next available agenda to discuss the application. In the meantime, if you have any questions, feel free to contact us.

Sincerely,

S-K DESIGN GROUP, INC.



James M. Scalise, II
Professional Engineer

Attachments

Cc: David Ward
File

G:\ASK DESIGN GROUP\2021\210084 Barrington Brook-Subdivision Inspections\Documents\Word\Revised OSRD\Amend Special Permit\Request for Special Permit Amendment Cover Letter (Bob's edits).docx

TABLE OF CONTENTS

Special Permit Amendment request
Barrington Brook Development
Great Barrington, Massachusetts

- ❖ *Special Permit Application form*
- ❖ *Abutter's List Report*
- ❖ *Project Narrative*

Attachments:

- A. Copy of previously-issued Special Permit (issued March 6, 2013)
- B. Copy of previously-approved Site Plan (dated June 14, 2013)
- C. Proposed Amended Site Plan

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

FORM SP-2
Long Form
REV. 12-2020

FOR OFFICE USE ONLY

Number Assigned _____ Date Received _____
Special Permit Granting Authority _____
Copy to Recommending Boards _____
Advertised _____ & _____
Public Hearing _____
Fee: \$300.00 Paid: _____

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

IDENTITY OF PROPERTY: MAP 032 LOT 1-36 BOOK 2545 PAGE 333

Address of property: 1 Thrushwood Lane

Zoning District(s): R-2
including any
overlay districts

I. GENERAL INFORMATION

A. Type of Special Permit Requested: Amend OSRD Special Permit

Under Section(s) 8.7 and 10.4 of the Great
Barrington Zoning Bylaws.

B. Name of applicant: Lenox Landings Barrington Brook Holdings, LLC

C. Address & telephone no. of applicant: 59 Pine Ridge, Waban, MA 02468

D. If applicant is not owner, state interest or status of applicant in land. Attach copy of any option or
purchase agreement. _____

E. Name of owner exactly as it appears on most recent tax bill: Lenox Landings
Barrington Brook Holdings, LLC

F. Address of owner: 59 Pine Ridge, Waban, MA 02468

G. Telephone number of owner: () _____

H. Is the proposed development served by :
Public Water System (X) Yes () No
Public Sewer System (X) Yes () No

J. Is an environmental study or document required for this project under state or federal laws?
() Yes (X) No If yes, specify type of study and agency requiring it. _____

K. Attach a brief description of proposed use of property, including the existing use of the property,
and how the project is in harmony with the Great Barrington Master Plan. (Copies of the Master

FORM SP-2
REV. 12-2020

Plan are available for free download from the Town website. Hard copies can be read at the Clerk's office or the Town libraries.)

- L. Attach a list of abutters, owners of land directly opposite on any public or private street or way and owners of land within 300 feet of the property line, including bordering towns. The list must be prepared and certified by the Great Barrington Board of Assessors office.
- M. Include information as applicable in Sections II, III, IV, V, VI and VII.
- N. One original and fourteen (14) exact copies of all required documentation must be submitted. One electronic version in PDF format must also be submitted.

II. PLAN OF PROPERTY

- A. A site plan for the proposed development, drawn to a scale of 1"=40', each page of which shall be titled, dated, numbered and signed by the preparer. If the preparer is an engineer, architect, surveyor or other professional registered in Massachusetts, *each page shall bear his or her professional seal*. This plan shall clearly show the following:
 - 1. Owner and applicant
 - 2. Engineer or Architect
 - 3. Date
 - 4. Scale and north arrow
 - 5. Zoning district (s)
 - 6. Names of adjacent streets
 - 7. All existing lot lines and dimensions
 - 8. Lot size
 - 9. Locations and dimensions of all existing and proposed structures, including additions thereto
 - 10. Number of dwelling units existing and proposed
 - 11. Location and number of parking spaces, with each space numbered
 - 12. Location of driveways and/or access roads with directional arrows as needed
 - 13. Location of all streams, ponds, wetlands, steep slopes, and other significant topographic features of this property
 - 14. Provisions for drainage, watercourses, easements and systems
 - 15. Existing and proposed uses of structures
 - 16. Screening and/or buffer provisions, as well as all other landscaping proposed
 - 17. Site photos as needed to illustrate the existing and proposed conditions
 - 18. Locus map (locating site within the neighborhood and town)
 - 19. Proposed open space or park area(s) if any
 - 20. Such other data as the Planning Board may require
- B. Other requirements (if and as requested by the Planning Board, Conservation Commission, Selectboard, Board of Health or Building Inspector):
 - 1. General characteristics of land under a separate plan at a scale of 1"=100' showing the general characteristics of all lands within 200 feet of the site including structures, parking areas, driveways, pedestrian ways, natural features and existing land uses. Land uses shall be designated by shading the plan with colored pencil and using standard land use colors.
 - 2. Architectural drawings, prepared by a Registered Architect, at a scale sufficient to show the details of the proposed building (s) and signs but not less than 1/8"=1".
 - 3. A separate plan, prepared by a Registered Engineer or Architect, drawn to a scale of 1"=500' which shall clearly show:
 - a. the project site
 - b. location of public and private wells within ½ mile of any lot lines
 - c. Contour lines at 2-foot intervals

- d. Location of wells on the site or within 400 feet of lot lines
- e. Location of wetland area
- 4. Common ownership land/adjacent lots usage.
 - a. A copy of those portions of the Assessors' map(s) showing all contiguous land held in common ownership with the land affected by the special permit, or all contiguous land held in common ownership by the applicant
 - b. Land use of adjacent lots

III. PUBLIC WATER – WASTE DISPOSAL

- A. Availability of public water
 - 1. Estimate demand.
 - 2. Submit documentation of available water pressure.
- B. Availability of public sewer
 - 1. Estimate daily flow of public sewer.
 - 2. Describe disposal facilities and submit evidence of all necessary state and local approvals.
 - 3. Submit evidence of all required approvals by the Massachusetts Department of Environmental Protection of any proposed wastewater treatment system requiring such approval and of any industrial waste treatment or disposal system

IV. ENVIRONMENTAL REPORTS

- A. Submit copies of any environmental reports or documents prepared for the project required by State or Federal law or regulations.
- B. Submit copies of all environmental reports required by the Conservation Commission, Planning Board, Board of Health or any other local board or official.
- C. Description of open space or park(s) if any
 - 1. Letter to the Town of Great Barrington offering open land to the Town, *or*
 - 2. Document showing terms of permanent covenant of open space.
- D. Hazardous Materials
 - 1. A complete list of all materials, pesticides, fuels and toxic or hazardous materials to be used or stored on the premises. Generic names should be supplied as listed in the Massachusetts Department of Protection's Hazardous Waste Regulations (310 CMR 30.000) and, where applicable, the Industry and EPA Hazardous Waste Number should be supplied. The list should be accompanied by a description of measures proposed to protect from vandalism, corrosion, leakage and for control of spills.
 - 2. A description of possible toxic or hazardous wastes to be generated indicating storage and disposal method.

V. PLANNED PHASING

Planned phasing, if project is to be constructed in more than one phase. For multi-family dwellings, cluster residential development and single family attached dwellings, the design of roadways, access roads, sidewalks, common drives, and utilities shall generally conform to the standards set forth in the Rules and Regulations Governing Subdivision of Land in the Town of Great Barrington; regardless of whether the development is a subdivision within the legal definition.

VI. IMPERVIOUS SURFACES

Description of the extent of impervious surfaces, of provisions for collecting surface runoff and of provisions for on-site recharge and removal of contaminants.

FORM SP-2
REV. 12-2020

VII. GROUNDWATER

Except for those uses applying for a special permit solely for excavating or drilling, a Groundwater Quality Certification, prepared by a Massachusetts Registered Professional Engineer, experienced in hazardous waste disposal, groundwater evaluation or hydrogeology may be required. Said Groundwater Quality Certification shall state that: "as a result of the project, the groundwater quality at the boundary of the premises, resulting from on-site waste disposal, other on-site operations, natural recharge and background water quality,

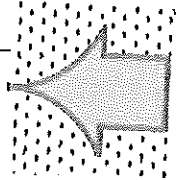
- a. will not fall below the standards established by the DEP in "Drinking Water Standards in Massachusetts", or
- b. Where existing groundwater quality is already below those standards, will not be further degraded."

Date: 9/29/22

David Myers
Owner Signature

Co-owner Signature

David Myers
Applicant's Signature



SPECIFICS:

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

PLEASE READ AND SIGN BELOW

ALL COSTS INCURRED BY THE TOWN FOR THE EMPLOYMENT OF EXPERTS OR CONSULTANTS REQUIRED BY ANY TOWN BOARD FOR THE PURPOSE OF ANALYZING OR EVALUATING ANY PROJECT THAT IS A SUBJECT OF A SPECIAL PERMIT APPLICATION SHALL BE ASSESSED TO THE APPLICANT AND SHALL CONSTITUTE PART OF THE APPLICATION FEE. A COPY OF THIS REGULATION SHALL BE PROVIDED TO EACH APPLICANT WHO SHALL SUBMIT WITH HIS APPLICATION A SIGNED STATEMENT THAT HE HAS READ THIS REGULATION AND AGREES TO BE BOUND BY IT.

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

Applicant's Signature David Myers

Date 9/29/22

TOWN OF GREAT BARRINGTON, BOARD OF ASSESSORS



300 foot Abutters List Report

Great Barrington, MA
September 07, 2022

The below list of abutters to the subject property is correct according to the latest records of this office.

Subject Property:

Parcel Number: 32-1-36-0
CAMA Number: 32-1-36-0
Property Address: 7 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

[Signature] 9/7/2022 Ross Vivori, Principal Assessor

Abutters:

Parcel Number: 32-13-36-0
CAMA Number: 32-13-36-0
Property Address: 8 THRUSHWOOD LN

Mailing Address: BELKIN ROBERT & BETH
20 EAST 9TH ST #7M
NEW YORK, NY 10003-5944

Parcel Number: 32-14-36-0
CAMA Number: 32-14-36-0
Property Address: 6 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-15-36-0
CAMA Number: 32-15-36-0
Property Address: 4 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-16-36-0
CAMA Number: 32-16-36-0
Property Address: 2 THRUSHWOOD LN

Mailing Address: BROWN STANLEY J TRUSTEE BROWN
SUSAN L TRUSTEE
100 RIVERSIDE BLVD #19-G
NEW YORK, NY 10069-0425

Parcel Number: 32-2-36-0
CAMA Number: 32-2-36-0
Property Address: 3 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-3-36-0
CAMA Number: 32-3-36-0
Property Address: 5 THRUSHWOOD LN

Mailing Address: WHITE ANDREA S TRUSTEE WHITE
STEPHEN L TRUSTEE
5 THRUSHWOOD LANE
GT BARRINGTON, MA 01230-8912

Parcel Number: 32-37-A
CAMA Number: 32-37-A
Property Address: ALFORD RD

Mailing Address: BERKSHIRE FARM PARTNERSHIP
35 HUNTINGTON ST
NEW HAVEN, CT 06511-1332

Parcel Number: 32-37-B
CAMA Number: 32-37-B
Property Address: ALFORD RD

Mailing Address: MAJDALANY RONALD
92 ALFORD RD
GT BARRINGTON, MA 01230-9700

Parcel Number: 32-38-0
CAMA Number: 32-38-0
Property Address: 92 ALFORD RD

Mailing Address: MAJDALANY RONALD
92 ALFORD RD
GT BARRINGTON, MA 01230-9700

Parcel Number: 32-42-0
CAMA Number: 32-42-0
Property Address: ALFORD RD

Mailing Address: SIMONS ROCK INC
84 ALFORD RD
GT BARRINGTON, MA 01230-2499



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300 foot Abutters List Report

Great Barrington, MA
September 07, 2022

Parcel Number: 32-45-G
CAMA Number: 32-45-G
Property Address: 13 LONDONDERRY DR

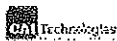
Mailing Address: PEROLE JONATHAN M MILLER
MALAINE R
71 VALLEYWOOD RD
COS COBB, CT 06807-2318

Parcel Number: 32-45-H
CAMA Number: 32-45-H
Property Address: BURNING TREE RD

Mailing Address: BARRINGTON BROOK HOA
DAVID/MATTHEW/MICHAEL WARD
55 PITTSFIELD RD #4-D
LENOX, MA

Parcel Number: 32-45-J
CAMA Number: 32-45-J
Property Address: 12 LONDONDERRY DR

Mailing Address: MARGULIES DAVID TRUSTEE
BARRINGTON BROOK HOA
59 PINE RIDGE RD
WABAN, MA 02468-1616



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9/7/2022

Page 2 of 2

TOWN OF GREAT BARRINGTON, BOARD OF ASSESSORS



300 foot Abutters List Report

Great Barrington, MA
September 07, 2022

The below list of abutters to the subject property is correct according to the latest records of this office.

Subject Property:

Parcel Number: 32-12-36-0
CAMA Number: 32-12-36-0
Property Address: 10 THRUSHWOOD LN

Mailing Address: GOLDWYN BRUCE & SANDRA
479 ADELE COURT
ENGLEWOOD, NJ 07631-4726

[Signature] 9/7/2022 Ross Vivori, Principal Assessor

Abutters:

Parcel Number: 32-10-36-0
CAMA Number: 32-10-36-0
Property Address: 14 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-11-36-0
CAMA Number: 32-11-36-0
Property Address: 12 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-13-36-0
CAMA Number: 32-13-36-0
Property Address: 8 THRUSHWOOD LN

Mailing Address: BELKIN ROBERT & BETH
20 EAST 9TH ST #7M
NEW YORK, NY 10003-5944

Parcel Number: 32-14-36-0
CAMA Number: 32-14-36-0
Property Address: 6 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-15-36-0
CAMA Number: 32-15-36-0
Property Address: 4 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-2-36-0
CAMA Number: 32-2-36-0
Property Address: 3 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-3-36-0
CAMA Number: 32-3-36-0
Property Address: 5 THRUSHWOOD LN

Mailing Address: WHITE ANDREA S TRUSTEE WHITE
STEPHEN L TRUSTEE
5 THRUSHWOOD LANE
GT BARRINGTON, MA 01230-8912

Parcel Number: 32-4-36-0
CAMA Number: 32-4-36-0
Property Address: 7 THRUSHWOOD LN

Mailing Address: LIU DAVID J LIEU JANETTE H
7 THRUSHWOOD LANE
GT BARRINGTON, MA 01230-8912

Parcel Number: 32-45-K
CAMA Number: 32-45-K
Property Address: 33 BURNING TREE RD

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616

Parcel Number: 32-5-36-0
CAMA Number: 32-5-36-0
Property Address: 9 THRUSHWOOD LN

Mailing Address: LENOX LANDINGS BARRINGTON
BROOK HOLDINGS LLC
59 PINE RIDGE RD
WABAN, MA 02468-1616



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9/7/2022

Page 1 of 2



300 foot Abutters List Report

Great Barrington, MA
September 07, 2022

Parcel Number: 32-6-36-0	Mailing Address: LENOX LANDINGS BARRINGTON
CAMA Number: 32-6-36-0	BROOK HOLDINGS LLC
Property Address: 11 THRUSHWOOD LN	59 PINE RIDGE RD
	WABAN, MA 02468-1616
.....	
Parcel Number: 32-7-36-0	Mailing Address: LENOX LANDINGS BARRINGTON
CAMA Number: 32-7-36-0	BROOK HOLDINGS LLC
Property Address: 13 THRUSHWOOD LN	59 PINE RIDGE RD
	WABAN, MA 02468-1616
.....	
Parcel Number: 32-8-36-0	Mailing Address: LENOX LANDINGS BARRINGTON
CAMA Number: 32-8-36-0	BROOK HOLDINGS LLC
Property Address: 15 THRUSHWOOD LN	59 PINE RIDGE RD
	WABAN, MA 02468-1616
.....	
Parcel Number: 32-9-36-0	Mailing Address: LENOX LANDINGS BARRINGTON
CAMA Number: 32-9-36-0	BROOK HOLDINGS LLC
Property Address: 16 THRUSHWOOD LN	59 PINE RIDGE RD
	WABAN, MA 02468-1616
.....	



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Narrative Description
SPECIAL PERMIT AMENDMENT
Barrington Brook
Thrushwood Lane
Great Barrington, MA

BACKGROUND:

On February 13, 2013, the Great Barrington Planning Board issued a Decision for an Open Space Residential Development (OSRD) for Stone Path Development. The OSRD was an overlay on the existing Burning Tree single-family subdivision. The project is permitted to have 44 single family homes on the property.

In short, the OSRD Special Permit allowed up to 44 dwelling units with the creation of “open space”. The OSRD Decision is included herewith as Appendix A. The eleven (11) page Decision includes findings and background to the permitting process.

This request is to relocate a *proposed* dwelling unit from lot #10/11 to lot #1. Lot #10/11 is located at the cul-de-sac of Thrushwood Lane; lot #1 is located at the very beginning of Thrushwood Lane. The reason is a buyer has chosen to buy to lot #11 and the adjacent lot #12 and create a single lot in this location with only one single family house. The new house, currently under construction, straddles the property line, effectively merging the two lots into one lot. Under this Amendment Request, the lost dwelling unit will be re-located to lot #1, which has sufficient frontage and area to accommodate a second single family home and still meet dimensional zoning requirements. The new location for this house will impact the approved “Open Space” boundary, which is discussed below.

This change requires an amendment of existing Special Permit, and also requires approval under the Subdivision regulations for creation of a new lot, which will be applied for simultaneous with this application.

The project as whole is compliant with the Great Barrington Master Plan. Chapter 6 of the Master Plan speaks to a variety of housing needs and goals. While residential subdivisions and Open Space developments are not specifically mentioned, this project is providing housing for seniors and creates “clustered” housing, which are two positive attributes mentioned in the master plan.

ZONING COMPLIANCE:

The Purpose of the OSRD provisions in the zoning By-law are clearly stated and were met within the context of converting the original residential subdivision to a clustered development. One of the goals of the bylaw was to protect a minimum of 50% protected open space. The approved project included 78.6 acres of open space, which represents 63% of the developable area. This requested amendment is to convert approximately ½ acre± of approved open space to developable area, while creating an equivalent amount of open space in proximity. These open space boundary adjustments are clearly illustrated on the attached Site Plans. Other minor adjustments to the boundary are proposed (see Attachment C – drawing #3 of 3).

This proposed amendment is minor in scope and has negligible impacts. The relocation of a single dwelling unit from Lot #11 to Lot #1 (divided into lots 1A and 1B) results in no measurable change to the project's original impact statement. There is no measurable change to sewer, water usage, or traffic. Stormwater is still managed in accordance with the original design intent. The subdivision of lot 1 meets the dimensional requirements of the underlying R-2 zone for frontage and area. The only measurable change is the exchange of open space boundaries. This change requires an amendment to the original Special Permit because the permit references specific plans that are now recorded. Those plans illustrate specific open space boundaries.

"Site Plan Review" is not separately required as the proposed amendment is within an existing residential subdivision and/or work is related only to a single-family house (By-law section 10.5.1(3)).

WETLANDS:

The proposed house location has no identified wetland areas or Buffer zones within the limit of work. The proposal results in no measurable wetland impacts under the Wetlands Protection Act (310 CMR 10.00).

TRAFFIC:

Trip generation analysis is based entirely upon the number of dwelling units and the type of dwelling units. This proposal is to relocate a permitted dwelling unit within the existing development footprint. Therefore, the overall trip generation will experience no change to the nearby roads, intersections or the neighborhood as originally approved in 2013.

SUBDIVISION:

The original project was approved under Subdivision Control at the same time as the OSDR approval. The proposed relocation of a dwelling unit does not require further approval under Subdivision. The road and buried utilities that are currently in place are all adequate. The new lot line will require official confirmation from the Planning Board of "Approval Not Required" (ANR). The new Open Space boundary will be illustrated on the ANR plan.

DIMENSIONAL REQUIREMENTS:

Lot #11 is merged with Lot #10 creating a larger Lot #10. Lot 10 area has increased from 2.713 acres to a total of 4.535 acres. Lot #1 is currently 17.67 acres and will be subdivided, creating two building lots. The original lot has 562.17 feet of frontage which can accommodate two building lots. Dimensionally the project also must maintain a 100-foot setback from the neighboring residential lot to the south. An outside agreement between the neighbor and developer created a 200-foot setback back in 2012 which has since been terminated.

OPEN SPACE:

The approved project includes open space which is depicted on the recorded Building Lot Plan(s) (2 pages) entitled, "Barrington Brook Development prepare for Stone Path Development, Inc., DBA Barrington Brook, LLC, Great Barrington, Massachusetts" dated June 14, 2013. The plan is endorsed by the Planning Board and recorded in Book 000PQ, Page 52.

The proposed dwelling unit location on Lot #1 is in the current Open Space area adjacent to Lot #1. Thus, the open space boundary must be changed. The change will release developable land from the Open Space area in exchange for equal areas of open space elsewhere on the parcel.

SITE DESIGN/STORMWATER:

This application includes a Site Development Plan for Lot #1. This Site Plan illustrates the limit of work and property lines. The Plan includes the proposed houses, driveways, utilities, and topography. Further, the Plan includes stormwater collection. The original OSRD permit review included a peer review of the storm water system and was approved. The goal of this design is to collect and convey stormwater runoff into the previously approved stormwater pond. This approach meets the original stormwater intent and goals. The collection system is designed to have runoff flow over the rear lawns (grass filter strips), be collected in an infiltration trench and conveyed to a detention basin. The original design goals are met.

CONCLUSION:

The proposed relocation of a dwelling unit from lot # 11 to Lot #1 meets all the OSRD requirements and supports the original Special Permit findings. This conclusion is conditioned upon adhering to the approved Site Plans (and amending/ recording a revised survey Plan).

Attachment A

Copy of previously-issued Special Permit (issued March 6, 2013)

Bk: 02179 Pg: 339



Bk: 2179 Pg: 339 SBRD
Page: 1 of 3 03/06/2013 12:22 PM

TOWN OF GREAT BARRINGTON, MASSACHUSETTS

NOTICE FOR RECORDING IN THE REGISTRY
OF A DECISION TO GRANT A SPECIAL PERMIT OR ANY EXTENSION,
MODIFICATION OR RENEWAL OF A SPECIAL PERMIT

TO: Stone Path Development, Inc.

CASE NO.: 796-12

OWNER: Stone Path Development, Inc.
ADDRESS: c/o McCormick, Murtagh, and Marcus
390 Main Street, Suite 2
Great Barrington, MA 01230

By the Planning Board, affecting the rights of the owner with respect to the use of the premises described as follows: Parcels 45.1, 45.2, a portion of 45.3 (see Southern Berkshire Registry of Deeds Plat File Q-33), 45.6 through 45.11, 45.14, 45.15, and 45E on the Great Barrington Assessors' Map 32. Being further described as a portion of the land comprising the approved subdivision known as Burning Tree Subdivision, the plan for which is recorded in the Southern Berkshire Registry of Deeds in Plat File M-48 through M-55, and as amended by ANR plan Plat File Q-33. Of that approved and amended subdivision, this Site includes lots 1, 2, a portion of 3 (see Plat File Q-33), 6 through 11, 14, and 15, and Lot B, as well as the Right of Way and open space identified on that approved plan.

Identity of land affected:

The record title standing in the name of: Stone Path Development, Inc.

<u>390 Main Street, Suite 2</u>	<u>Great Barrington,</u>	<u>MA</u>	<u>01230</u>
Street	Town	State	Zip

by deed duly recorded in the Southern Berkshire District, Berkshire County Registry of Deeds in Book 1566 at Page 55, and Land Court, Certificate No: _____ Book _____ Page _____, and subject to the following conditions, if any:

1. Notwithstanding any future amendment to the Great Barrington Zoning Bylaw, Massachusetts G.L. c. 40A, or any other legislative act:
 - a. the maximum number of dwelling units to be constructed under this Special Permit shall be forty-four (44)
 - b. the tract of land subject to this Special Permit shall not be altered or used except:
 - (1) as allowed by this Special Permit
 - (2) as shown on the Development Plan, referenced above;
 - (3) in accordance with the subsequently approved Definitive Plan or amendments to the Special Permit.
 - c. the entire tract of land and buildings to be constructed shall not be used, sold, transferred or leased except in conformity with this Special Permit. If Applicant petitions for amendments to this Special Permit, he must submit all plans and information as required by the applicable provisions of the Zoning Bylaw and rules of Town boards.

2. The Barrington Brook Homeowners' Association instrument of Trust shall contain the following article: "The construction and operation of the condominium is governed by a Special Permit

LOCUS: Christian Hill Road, Great Barrington

issued by the Great Barrington Planning Board on (date), a copy of which is available for inspection at the Town Clerk's office, Great Barrington, Massachusetts.”

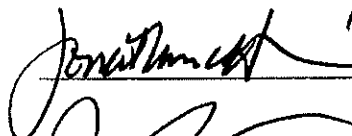
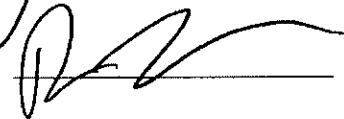
3. Any and all plans which may be approved by the Conservation Commission pursuant to an Order of Conditions shall be made a part of the Special Permit. If there is any inconsistency between the submitted Special Permit as drawn on the Development Plan and the plans as may be approved by the Conservation Commission, the Applicant shall submit an amended plan to the Planning Board for approval. Said amended plan shall be accompanied by a letter setting forth any and all changes from the submitted Development Plan and shall include three (3) sets of revised drainage calculations, if applicable.
4. Authorized agents of the Town shall have the right to enter upon the common areas and Open Space to ensure continued compliance with the terms and conditions of this Special Permit.
5. No building permit shall be issued for construction until the Planning Board has approved all legal documents, including the required permanent easement for Open Space, required by this Special Permit in their final form.
6. Conditions of approval of all permits issued by other boards or agencies of the Town of Great Barrington, including conditions of approval of the Definitive Plan, shall be considered conditions of approval under this Special Permit. In the event that said permits contain conditions conflicting with the conditions hereof, the Planning Board reserves the right to amend the conditions of this Special Permit, after hearing, to render it consistent.
7. A Subdivision Application consisting of a Definitive Plan and all applicable requirements thereof shall be filed with the Planning Board in accordance with its rules and regulations. No conditions, restrictions, and covenants governing the properties within the Project Site shall be modified, except in accordance with the filing and approval of a Definitive Plan.
8. A detailed grading plan shall be filed with the Definitive Plan Subdivision Application.
9. An updated drainage analysis shall be submitted with the Definitive Plan Subdivision Application.
10. The edge of clearing indicated on the Development Plan shall constitute the Limit of Work and shall be so noted on the Definitive Plan, the Permanent Easement for the Open Space, and the Homeowners' Association Declaration of Trust. The Limit of Work shall be properly monumented in the field, prior to any construction activity, in a manner acceptable to the Planning Board.
11. No less than 78.6 acres of the Site shall be permanently protected Open Space subject to a recorded easement.
12. A Permanent Easement for the Open Space shall be granted to the Homeowners' Association. The Homeowners' Association shall be responsible for maintenance and preservation of the Easement area. In the event the Homeowners' Association shall cease to exist, or fail to perform, the Easement rights shall revert to the Town of Great Barrington, or its nominee.
13. On the initial sale of each housing unit in the Project, the Grantee shall pay the sum of \$200 to the Town of Great Barrington for use in any off-site improvements.

14. The Homeowners' Association shall assess each owner within the OSRD the minimum sum of \$100 annually to be used solely for maintenance of the Open Space and maintained in a segregated Fund in the name of the Homeowner's Association, or the Town of Great Barrington, to perform maintenance of Open Space. Anticipated maintenance includes, but is not limited to, management of invasive species, trails, if any, removal or pruning of downed or damaged trees, if they pose a safety risk, and remedial action for anything else that poses a safety risk.
15. The Homeowners' Association shall own and maintain all roads, water hydrants, sewer, storm water system and surface water detention system.
16. A storm water system shall be completed for each phase of development prior to the granting of a certificate of occupancy for any unit in that phase.
17. An open space maintenance plan shall be completed and implemented for each phase of development prior to the granting of a certificate of occupancy for any unit in that phase.
18. The maximum length of the roadways, not including driveways, shall not exceed 6,025 feet.
19. All landscape plantings shall be non-invasive species.
20. All lighting within the development shall be shielded by horizontal cut-offs to protect the night sky. No up-lighting shall be permitted.
21. An amended Declaration of Trust of Burning Tree Homeowners' Association shall be recorded in the Southern Berkshire Registry of Deeds. Said Declaration shall be consistent with and subject to the Conditions of this OSRD Special Permit and shall be subject to approval by the Planning Board.

The decision of said Board is on file with the papers and plans in the office of the Town Clerk.


Signed and certified this 13 day of February 2013.

THE PLANNING BOARD:

 CHAIRMAN
 CLERK

CERTIFICATE BY THE TOWN CLERK FOR FILING THE DECISION IN THE REGISTRY

This is to certify that twenty (20) days have elapsed since filing of the above decision with this office and no appeal has been filed, or appeal has been filed and denied in the case.


 Signature and Seal of the Town Clerk
 March 6, 2013

Attachment B

Copy of previously-approved Site Plan (dated June 14, 2013)

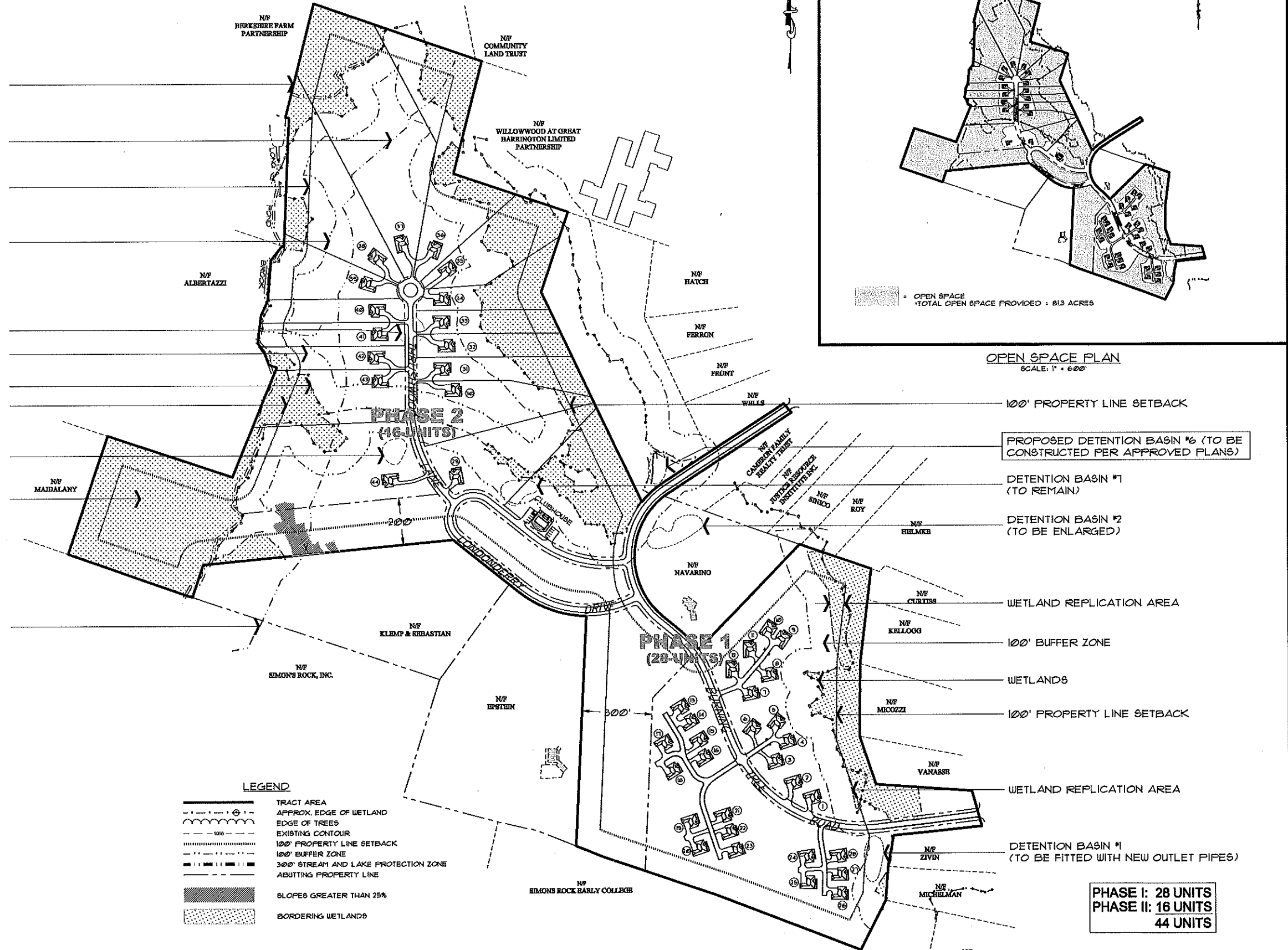
TRACT AREA (104.6 AC.)
 300' STREAM AND LAKE PROTECTION ZONE
 100' PROPERTY LINE SETBACK
 100' BUFFER ZONE

EXISTING CUL-DE-SAC (TO BE DISCONTINUED)
 100' BUFFER ZONE

WETLANDS
 100' PROPERTY LINE SETBACK

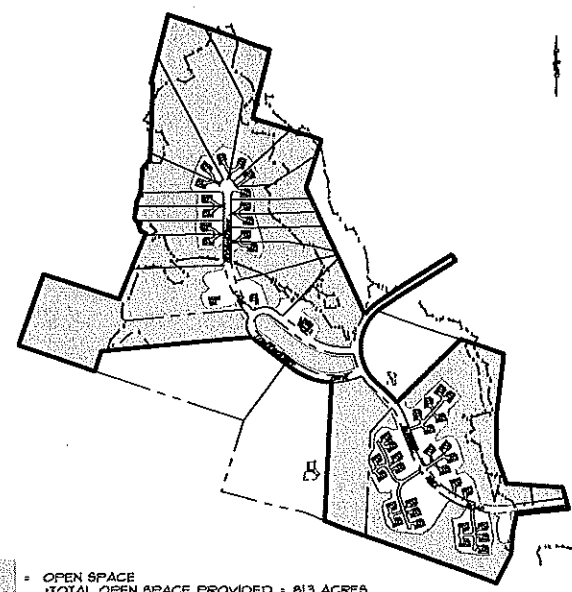
DETENTION BASIN #3 (TO BE ENLARGED)
 WETLANDS

300' STREAM AND LAKE PROTECTION ZONE



OPEN SPACE PLAN
 SCALE: 1" = 600'

OPEN SPACE
 TOTAL OPEN SPACE PROVIDED = 81.3 ACRES



100' PROPERTY LINE SETBACK
 PROPOSED DETENTION BASIN #6 (TO BE CONSTRUCTED PER APPROVED PLANS)
 DETENTION BASIN #1 (TO REMAIN)
 DETENTION BASIN #2 (TO BE ENLARGED)

WETLAND REPLICATION AREA
 100' BUFFER ZONE
 WETLANDS
 100' PROPERTY LINE SETBACK

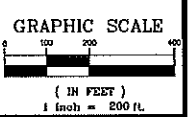
WETLAND REPLICATION AREA
 DETENTION BASIN #4 (TO BE FITTED WITH NEW OUTLET PIPES)

PHASE I: 28 UNITS
PHASE II: 16 UNITS
44 UNITS

LEGEND

- TRACT AREA
- APPROX. EDGE OF WETLAND
- EDGE OF TREES
- EXISTING CONTOUR
- 100' PROPERTY LINE SETBACK
- 100' BUFFER ZONE
- 300' STREAM AND LAKE PROTECTION ZONE
- ABUTTING PROPERTY LINE
- SLOPES GREATER THAN 25%
- BORDERING WETLANDS

OVERALL MASTER PLAN
 SCALE: 1" = 200'



NOTES:
 PROPERTY LINE, TOPOGRAPHY AND UNDERGROUND UTILITY INFORMATION WAS COMPILED FROM PLANS PREPARED BY OTHERS

BARRINGTON BROOK DEVELOPMENT
 DEFINITIVE PLAN
 PREPARED FOR:
 STONE PATH DEVELOPMENT, INC.
 D.B.A. BARRINGTON BROOK, LLC.
 GREAT BARRINGTON, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers & Surveyors & Consultants
 125 SOUTH RIVER STREET, WINDHAM, MASSACHUSETTS 01095
 PLAN DESCRIPTION:
MASTER DEVELOPMENT PLAN

SK DESIGN GROUP PROJECT #:
120003

STATE OF MASSACHUSETTS
 COMMONWEALTH OF MASSACHUSETTS
 JAMES M. BOGACHE, II
 CIVIL ENGINEER
 No. 30954
 REGISTERED PROFESSIONAL ENGINEER

 JAMES M. BOGACHE, II
 SK DESIGN GROUP, PRESIDENT
 LICENSE #39943
 PROFESSIONAL ENGINEER
 No. 31112, E.S. 1897

REVISIONS:

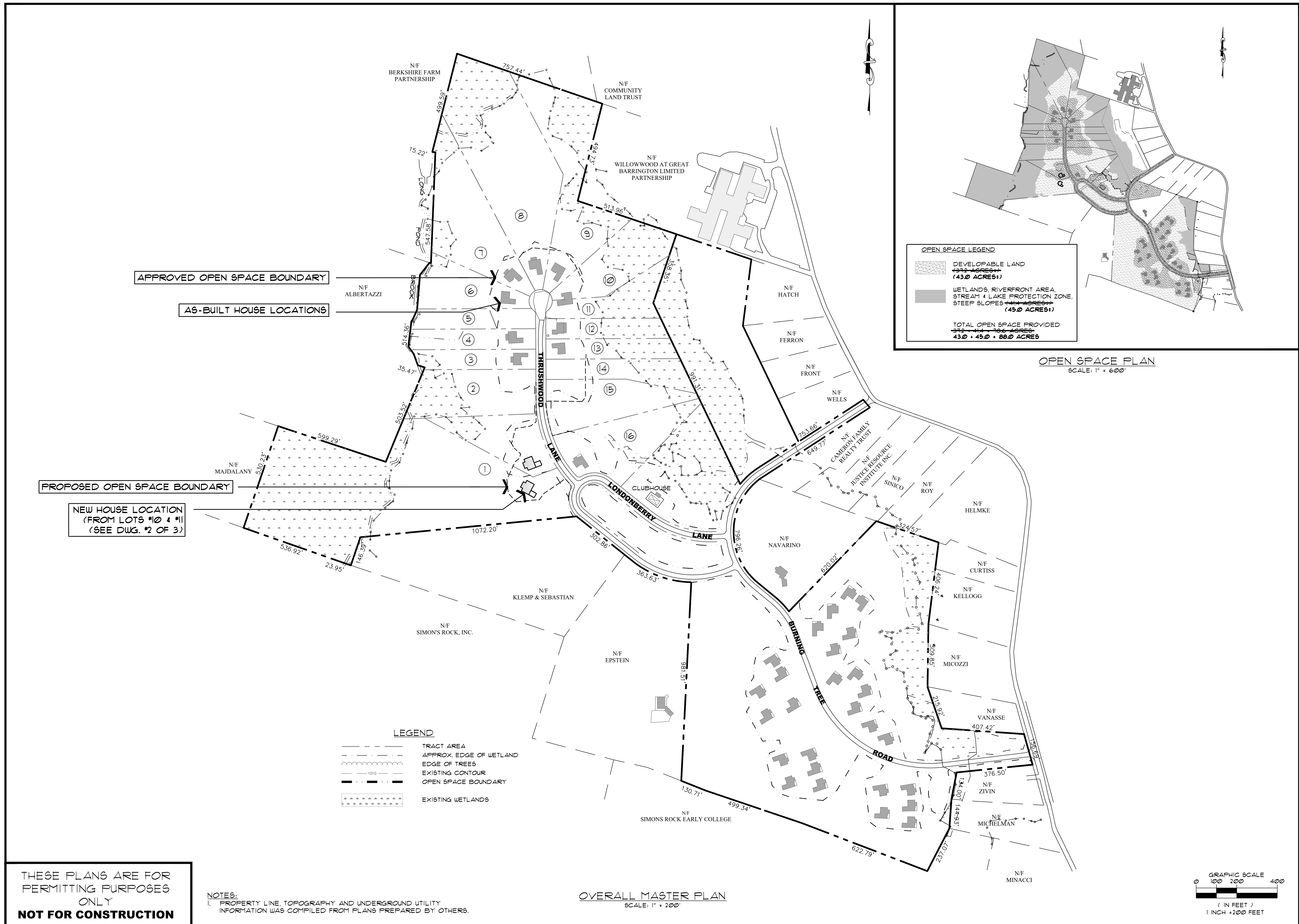
DATE	BY	DESCRIPTION
▲ JULY 6, 2019	TM	
▲ JULY 11, 2019	TM	

GRAPH BY: TM
 CHECKED BY: TM
 DATE: JUNE 14, 2019
 SHEET NO. **3**
 SCALE: PERMIT
 1" = 200'

RECORD SET

C:\SK DESIGN\GROUP\2019\120003 LD\MapSeries-Burning Trees Subdiv-OSRD Permitted Drawings\Definitive Submission\Updated Submission Set July 11, 2019.dwg
 Plotted On: Tuesday, July 16, 2019 10:33am
 User Name: schultz

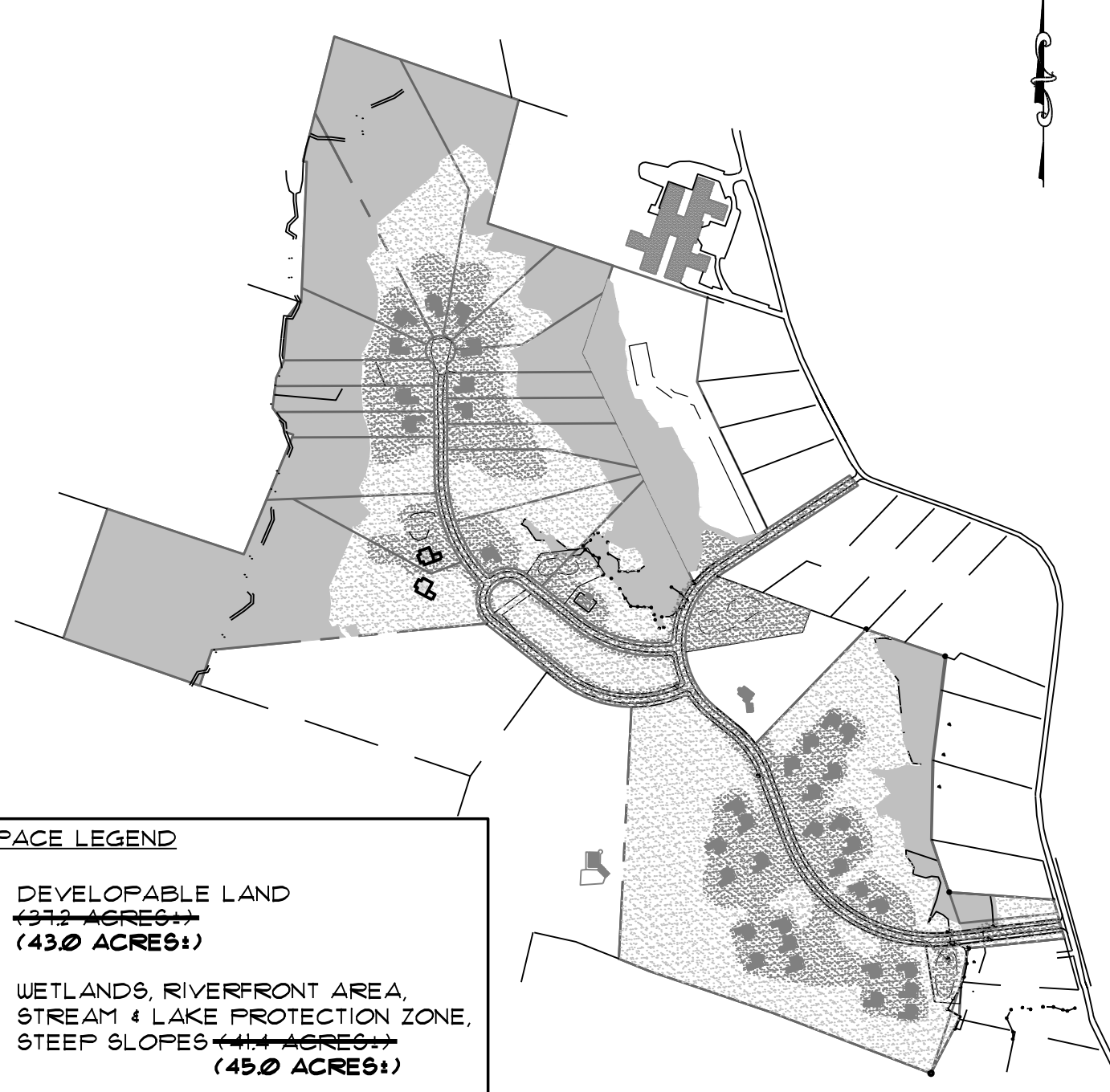
Attachment C
Proposed Amended Site Plan



OPEN SPACE LEGEND

- DEVELOPABLE LAND (43.0 ACRES±)
- WETLANDS, RIVERFRONT AREA, STREAM & LAKE PROTECTION ZONE, STEEP SLOPES (45.0 ACRES±)

TOTAL OPEN SPACE PROVIDED
 43.0 + 45.0 = 88.0 ACRES



OPEN SPACE PLAN
 SCALE: 1" = 600'

LEGEND

- TRACT AREA
- APPROX. EDGE OF WETLAND
- EDGE OF TREES
- EXISTING CONTOUR
- OPEN SPACE BOUNDARY
- EXISTING WETLANDS

OVERALL MASTER PLAN
 SCALE: 1" = 200'

NOTES:
 1. PROPERTY LINE, TOPOGRAPHY AND UNDERGROUND UTILITY INFORMATION WAS COMPILED FROM PLANS PREPARED BY OTHERS.

THESE PLANS ARE FOR PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION

PLANS TO ACCOMPANY PERMIT APPLICATIONS
 AT:
BARRINGTON BROOK DEVELOPMENT
 GREAT BARRINGTON, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers & Surveyors' Consultants
 2 FERBER DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413) 443-3377

PLAN DESCRIPTION:
AMENDED MASTER PLAN

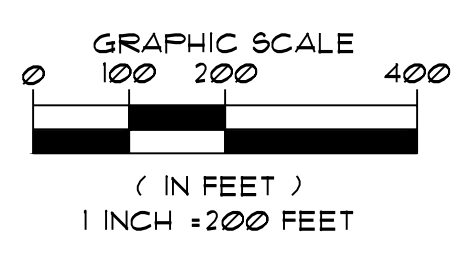
SK DESIGN GROUP PROJECT #:
210084

COMMONWEALTH OF MASSACHUSETTS
 JAMES M. SCALISE, II
 CIVIL ENGINEER
 No. 39883
 REGISTERED PROFESSIONAL ENGINEER

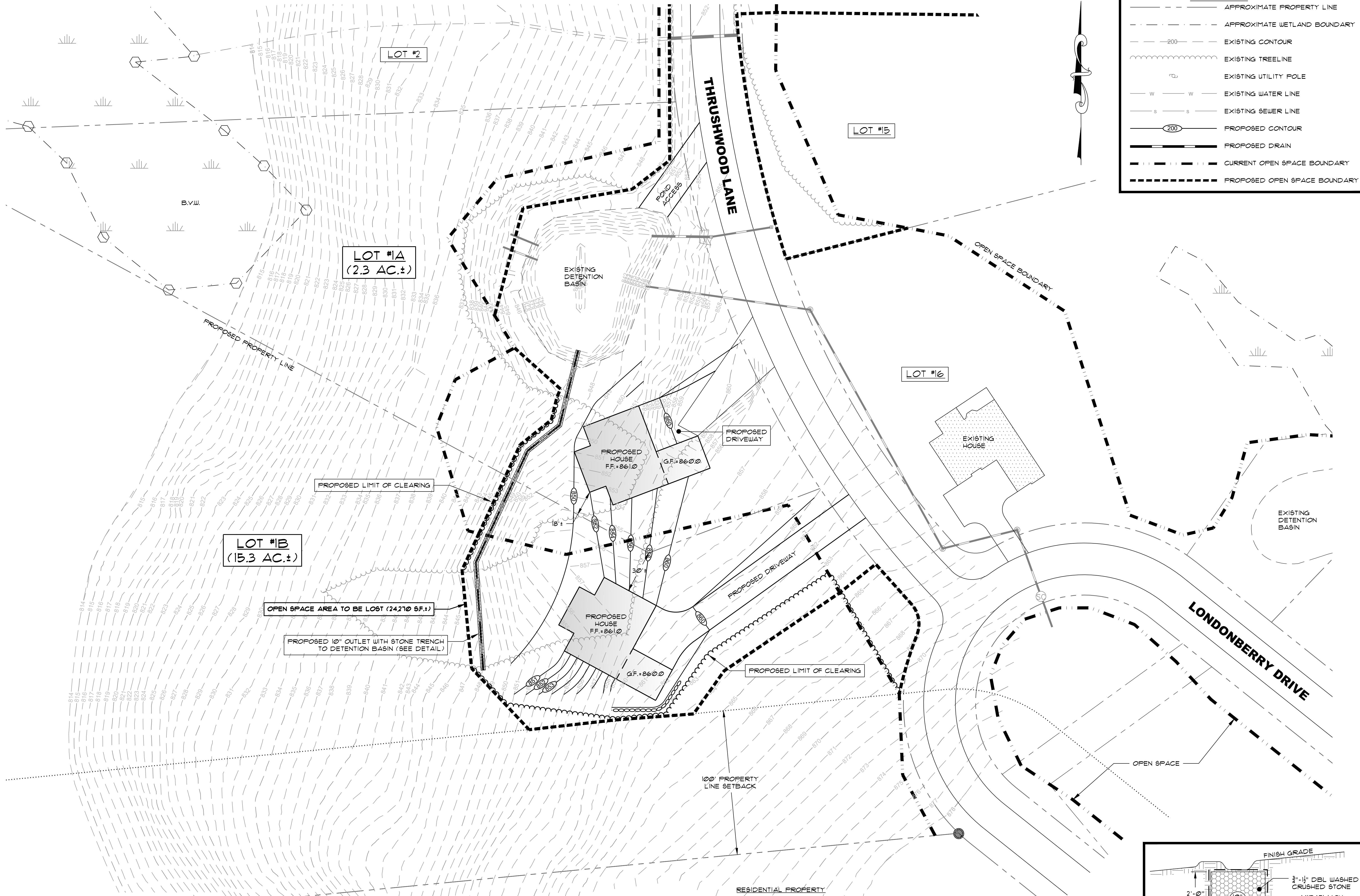
James M. Scalise, II
 JAMES M. SCALISE, II
 SK DESIGN GROUP, PRESIDENT
 LICENSE #39883
 PROFESSIONAL OF RECORD
 PHONE: 413-443-3377

REVISION:	

DRAWN BY: AML	CHECKED BY: JMS II
ORIG. DATE: SEPTEMBER 28, 2022	SHEET NO. 1
ISSUED FOR: Permit	OF 3
SCALE: As Noted	



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 Date: September 28, 2022 2:46pm

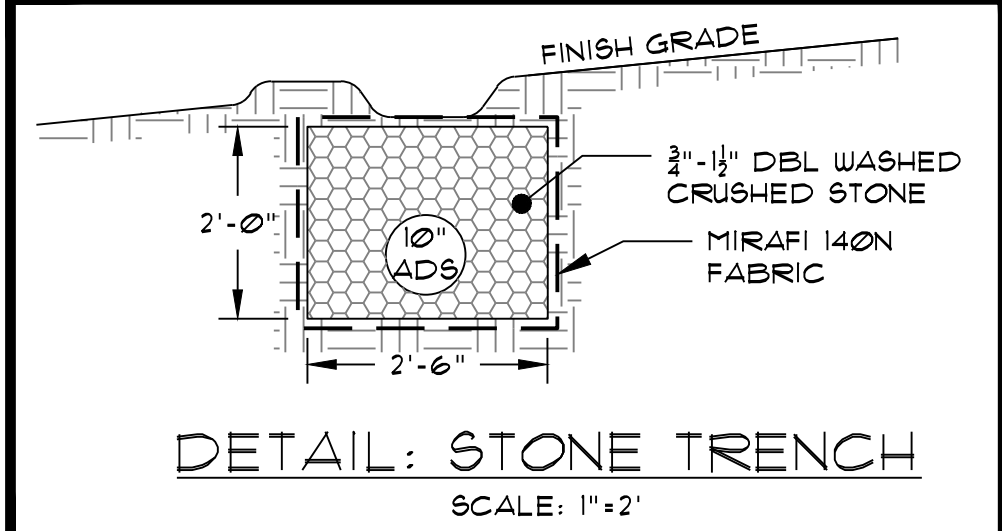
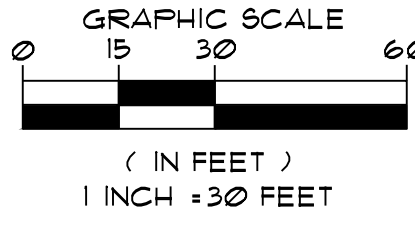


LEGEND

- APPROXIMATE PROPERTY LINE
- - - APPROXIMATE WETLAND BOUNDARY
- - - 200 - - - EXISTING CONTOUR
- ~~~~~ EXISTING TREELINE
- W W EXISTING WATER LINE
- S S EXISTING SEWER LINE
- 200 ○ PROPOSED CONTOUR
- — — PROPOSED DRAIN
- - - CURRENT OPEN SPACE BOUNDARY
- - - PROPOSED OPEN SPACE BOUNDARY

THESE PLANS ARE FOR PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION

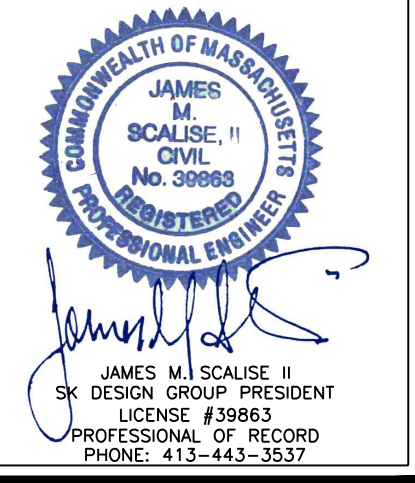
SITE PLAN
SCALE: 1" = 30'



PLANS TO ACCOMPANY PERMIT APPLICATIONS
AT:
**BARRINGTON BROOK
DEVELOPMENT**
GREAT BARRINGTON, MASSACHUSETTS

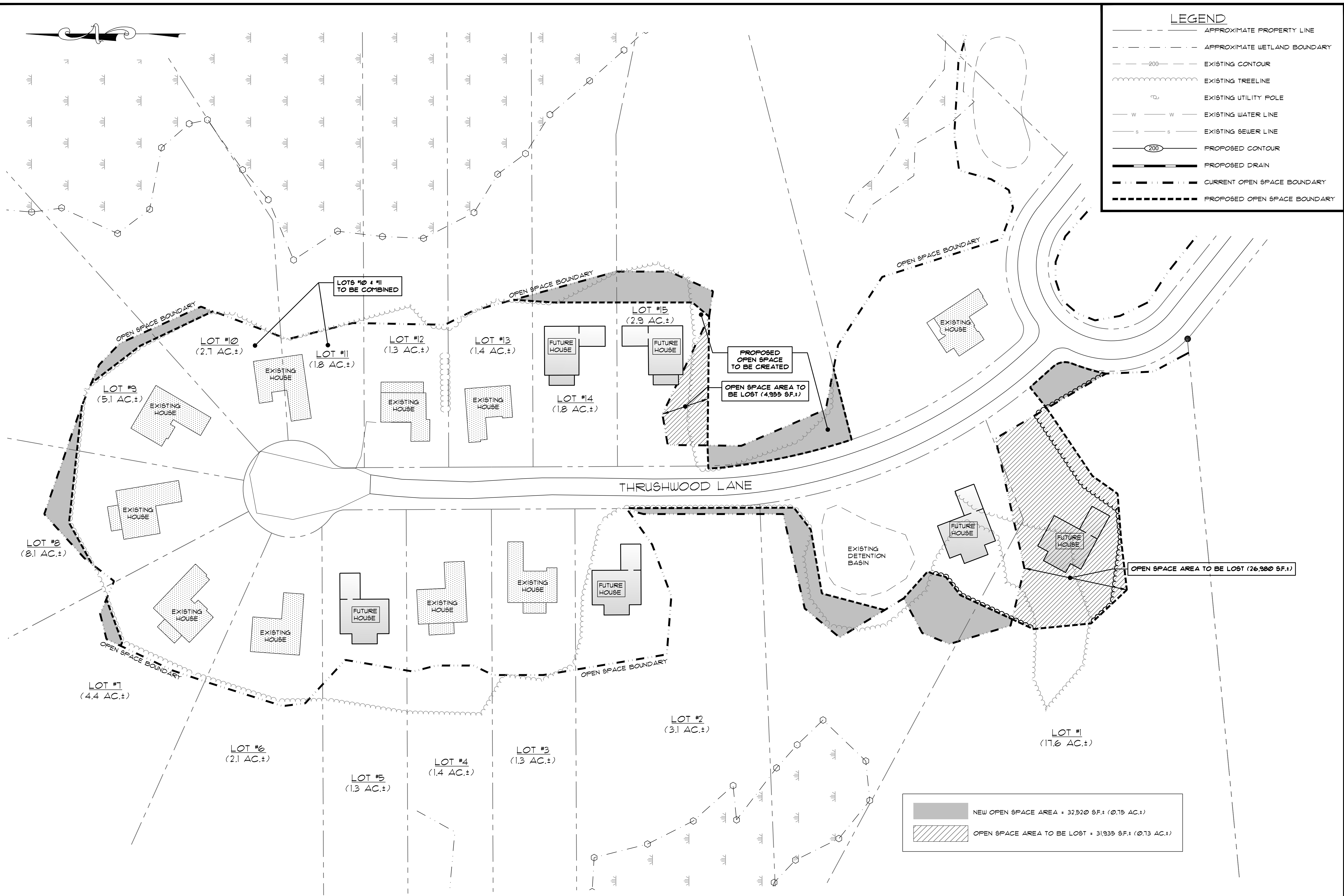
Design Group, Inc.
Civil Engineers * Surveyors * Consultants
2 FERBER DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413) 443-3377

SK DESIGN GROUP PROJECT #:
210084



REVISION:	
DRAWN BY: AMIL	CHECKED BY: JMS II
ORIG. DATE: SEPTEMBER 28, 2022	SHEET NO. 2
ISSUED FOR: Permit	OF 3
SCALE: As Noted	

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User Name: amil
Date: September 28, 2022 - 2:46pm



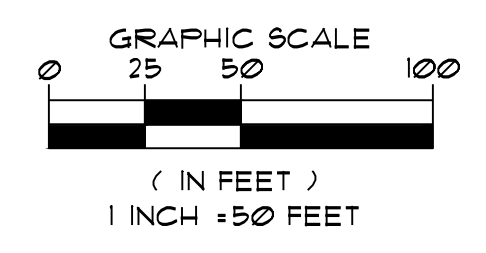
LEGEND

- APPROXIMATE PROPERTY LINE
- - - APPROXIMATE WETLAND BOUNDARY
- 200- EXISTING CONTOUR
- ~ EXISTING TREELINE
- ⊕ EXISTING UTILITY POLE
- W — EXISTING WATER LINE
- S — EXISTING SEWER LINE
- ⊕ 200 ⊕ PROPOSED CONTOUR
- PROPOSED DRAIN
- - - CURRENT OPEN SPACE BOUNDARY
- - - PROPOSED OPEN SPACE BOUNDARY

	NEW OPEN SPACE AREA = 32,520 SF. (0.75 AC.±)
	OPEN SPACE AREA TO BE LOST = 31,935 SF. (0.73 AC.±)

THESE PLANS ARE FOR PERMITTING PURPOSES ONLY
NOT FOR CONSTRUCTION

SITE PLAN
 SCALE: 1"=50'



PLANS TO ACCOMPANY PERMIT APPLICATIONS
 AT:
BARRINGTON BROOK DEVELOPMENT
 GREAT BARRINGTON, MASSACHUSETTS

Design Group, Inc.
 Civil Engineers * Surveyors * Consultants
 2 FERBER DRIVE • PITTSFIELD, MASSACHUSETTS 01201 • (413) 443-3377

PLAN DESCRIPTION:
SITE PLAN

SK DESIGN GROUP PROJECT #:
210084

COMMONWEALTH OF MASSACHUSETTS
 JAMES M. SCALISE, II
 CIVIL ENGINEER
 No. 39983
 PROFESSIONAL ENGINEER

James M. Scalise, II
 JAMES M. SCALISE, II
 SK DESIGN GROUP, PRESIDENT
 LICENSE #39983
 PROFESSIONAL OF RECORD
 PHONE: 413-443-3337

REVISION:

DRAWN BY: AML	CHECKED BY: JMS II
ORIG. DATE: SEPTEMBER 28, 2022	SHEET NO. 3
ISSUED FOR: Permit	OF 3
SCALE: As Noted	

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 Date: 9/28/2022 2:46pm

Housatonic School Project

Updated Narrative Description

October 6, 2022

Arete Ventures Inc. & Maybenexttime Inc. c/o
Jeff Glickman
Elliott Firewoker

Breakdown of Proposed Use & Floor Area

As per Arete Ventures Inc. & Maybenexttime Inc.'s application and proposal of June 30, 2022, the intended uses of the potential Housatonic School building is as follows;

- 1) Floors 2 & 3 - 14 Residential Apartments, comprised of;
 - a) 4 x ~650 sq. ft. Studio Apartments (2 per floor, West facing), all of which will be at affordable housing rates
 - b) 6 x ~770 sq. ft. 1 Bedroom/1 Bathroom Apartments (3 per floor, some West and some East facing) @ free market rents
 - c) 4 x ~850 sq. ft. 2 Bedroom/1 Bathroom Apartments (2 per floor, East facing)

And,

- 2) Ground Floor - comprised of;
 - a) 1,000 sq. ft. of mechanical space
 - b) 5,500 sq. ft. of open-concept commercial space, with a walkout to a hard-scaped area for lounge/patio/accessible space.

The intended treatment of the apartments is one of high-end finishings, complete appliance suites, fully built kitchens & bathrooms, in-suite washer/dryer and individualized climate control, rustic old-world charm and heritage of the building meets modern living and creative use of space with all required amenities.

The intended use of the commercial space is for either a not-for-profit, or a communally minded business(es) which will enhance human interaction, capital, and ensure that the Housatonic School Project acts as an instructive environment, leading the way for future redevelopment of the Housatonic downtown.

As per the original application, the ground floor will also include the noted walkout and also store the pop-up tent to be erected at the North end of the property for Town-minded or private sector events incorporating the Alice Burbriski playground to the East.

As per the original application, the landscaping around the building shall incorporate rain gardens and integrate to the building's state-of-the-art water filtration system for the tenants (budget permitting).

Marketing Plan Housatonic School

Demographics

Local working residents looking for affordable market rate housing.

- Education faculty and staff
- Healthcare workers (drs and nurses)
- Public safety workers (fire, police, utility)
- Hospitality workers
- Out of state work transplants (general dynamics)

The Berkshires need to become a place for all people to live and enjoy. Our goal is to target full time residents looking for reliable, modern, and updated housing in repurposed historical buildings. Luxury can be community, accessibility, and modern amenities for a market rate price in the newly remodeled Housatonic school.

Local Outreach

The most pressing housing concern in Berkshire county is making sure locals have their housing needs met. Creating better communication and access to information will be the key driving factor in our marketing plan. We plan on attending and presenting at:

- Neighborhood association meetings
- Meetings with school superintendents, Hospital boards, police chief, fire chief, and public utility boards to present information on housing availability and rates
- Creating an information open house quarterly during construction phases of the project to update the community and receive public input on the process
- Setting up a south county farmer's market stall to show progress, answer questions, and give housing information to those interested
- Host annual local realtor meet ups to share availability and rates on the new units.

Wider Reach

Social Media

- Presence on all major platforms to answer questions and share information
- Website with unit rates, square footage, layouts, picture/mock ups. Prompts to join newsletter and receive updates on availability and events
- Monthly newsletter- For individuals who opt in through the website, social media, and local events will be subscribed.

In Print and In News

A press release will be issued to all local and regional outlets announcing the start of construction. This will include:

- Local Print media (Berkshire Eagle, Shopper's Guide, Real Estate Guide, Berkshire Magazine)
- City departments throughout the Berkshires and wider area
- Local hiring agencies (1Berkshire, MassHire)
- Larger corporations (General Dynamics, BMC, Wayfair, cultural institutions)

In broader printed materials, we will be making brochures, mailers, and flyers for distribution for our local outreach.

Marketing schedule

0-6 months

- Schedule local outreach in first 3 months for presentation and information exchange
- Print marketing materials for distribution
- Schedule press releases

6-12 months

- Start of monthly meet up for locals on progress of construction and input of use
- Start of South county farmer's market information booth
- First annual realtor's meet up at school for tour and information session

12-18 months

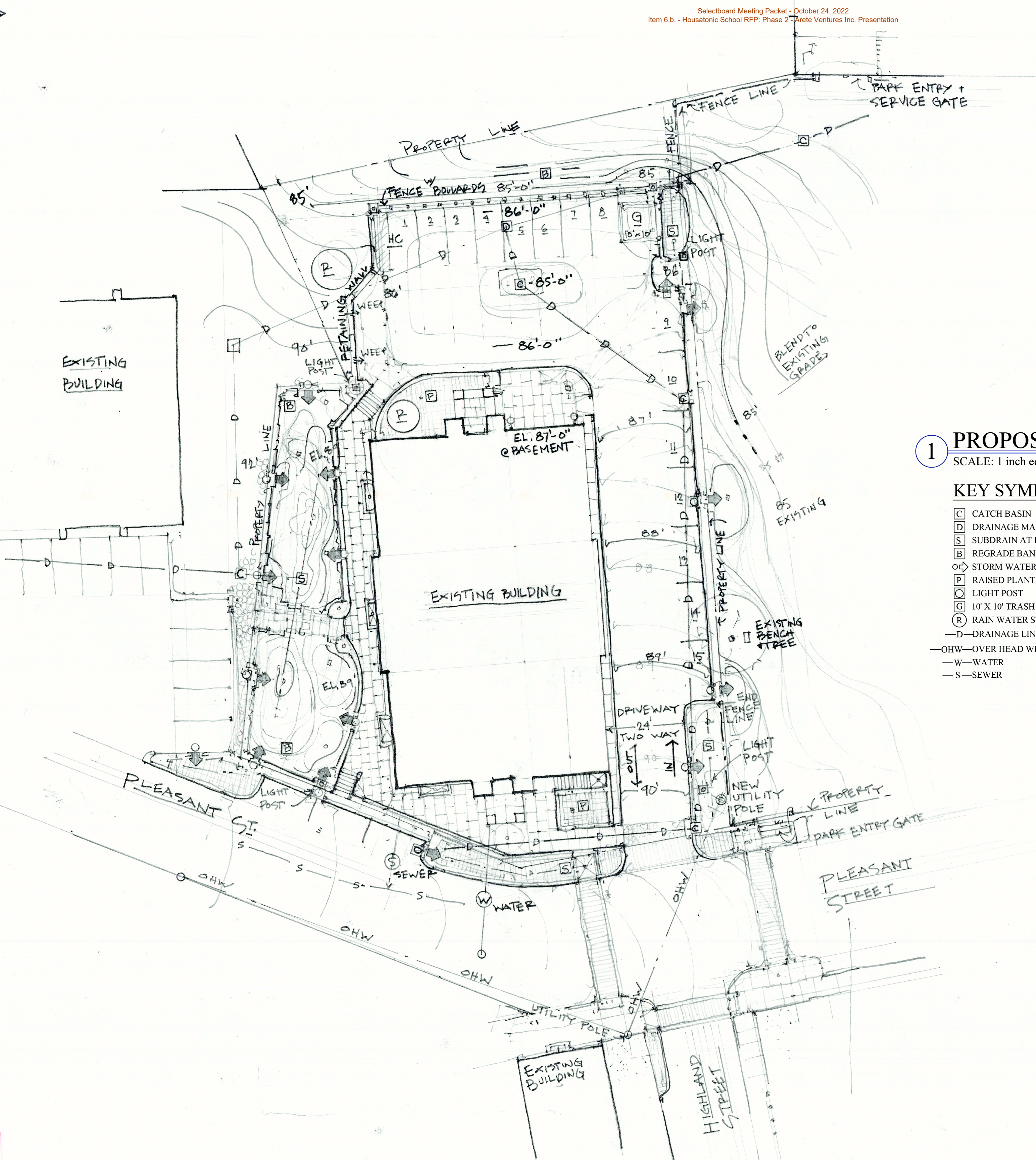
- Solidify leases with interested parties
- Continue Local information sessions to address concerns and share information and updates

Prospective tenants for commercial spaces:

- Local Gym with memberships for South County and access to the park for outdoor work
- Cafe and art gallery with commercial kitchen space for use by farmers market vendors and small businesses
 - No. 6 Depot, GB Coffee Roasters, NY and Boston roasters
 - Examples Soules Sport and Fitness-Lee
- Laundromat and Cafe
- Community Health Programs micro office for a locally curated health care experience
 - CHP, Fairview, BMC
- BIC satellite office
- Daycare center with kids play place
 - Southern Berkshire Early Childhood, Sunshine Preschool, GB Co-op Nursery,
- Market annex for farm fresh produce, pantry staples, and grab and go items
 - Taft Farms, Whitney's, Marketplace, Guidos
- Drugstore/Hardware store
 - Carr, Aubochons, Harringtons, Caligiri

Sources			Uses		
Financing	\$2,727,436	65% (Hard Costs Only)	Closing Costs	\$167,051	3%
Town Contribution	\$1,628,313		Soft Costs	\$605,904	
Environmental Contribution	\$393,750		Hard Costs	\$4,217,894	
Affordable Housing Contribution	\$600,000		Interest Reserve	\$245,469	
Developer Equity Reinvestment	\$385,904		Contingency	\$499,085	10%
Total	\$5,735,402		Total	\$5,735,402	

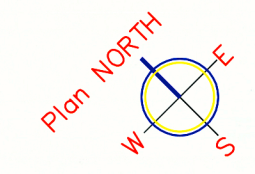
Housatonic School Budget		
Soft Costs		
Architect		\$65,000
Engineer		\$65,000
Attorney		\$40,000
Inspections & Permits		\$50,000
Developer Fees		\$385,904
Total Soft Cost		\$605,904
Hard Costs		
Demolition		\$84,375
Electric		\$191,250
HVAC		\$198,000
Plumbing		\$140,625
Storm Sewer		\$45,000
Pavement		\$45,000
New Façade (Facing Park) (Excavating, Grading, Waterproofing)		\$84,375
Hardscaping		\$73,125
Concrete & Tie Ins		\$56,250
Windows		\$393,750
Landscaping & Groundwork		\$56,250
Framing		\$74,250
Drywall & Insulation		\$154,125
Flooring		\$149,625
Paint		\$55,688
Baseboard/Window Casings		\$31,500
Doors & Millwork		\$67,500
Lighting		\$56,250
Kitchens		\$157,500
Bathrooms		\$90,000
Washer & Dryer		\$50,400
Fixtures		\$78,750
Common Area		\$67,500
Commercial Space		\$281,250
Waterproofing		\$56,250
Roof		\$168,750
Pointing / Exterior		\$56,250
Walls and Fencing		\$112,500
Water Filtration System		\$225,000
Environmental Remediation		\$393,750
Liability Insurance		\$45,000
Contingency		\$337,432
Construction Manager		\$140,625
Total Hard Cost		\$4,217,894
Total		\$4,823,798



1 PROPOSED SITE PLAN
 SCALE: 1 inch equals 20 feet

KEY SYMBOLS

- C CATCH BASIN
- D DRAINAGE MANHOLE AT NEW PARKING LOT
- S SUBDRAIN AT RAIN GARDENS
- B REGRADE BANK AND STABILIZE NEW GRADE
- O STORM WATER INLET TO RAIN GARDENS & TREES
- P RAISED PLANTER
- L LIGHT POST
- G 10' X 10' TRASH ENCLOSURE
- R RAIN WATER STORAGE TANKS
- D- DRAINAGE LINE
- OHW- OVER HEAD WIRE
- W- WATER
- S- SEWER



BLUELINE DESIGN INC
 148 First Street Pittsfield, MA
 Tel. 413-442-7100
 e-mail: anthony@bluelinedesign.com

**PROPOSED-SITE-PLAN-IMPROVEMENTS
 AT-THE-HOUSATONIC-SCHOOL-BUILDING
 PLEASANT-STREET-GT-BARRINGTON
 IN-THE-VILLAGE-OF-HOUSATONIC**

Date: 9.22.2022
 Scale: AS-NOTED
 Drawn By: Checked AIB
 AIB

Dwg. No.
L-1
 PRELIMINARY
 SITE DESIGN



September 16th, 2022

Arete Venture Partners, LLC & Maybenextime Inc.
c/o Jeff Glickman & Elliot Fireworker

RE: Up to a \$2,727,436 COMMERCIAL CONSTRUCTION to PERMANENT MORTGAGE

Dear Mr. Glickman & Mr. Fireworker:

This letter does not represent a commitment to lend on either an express or implied basis, but discusses the terms and conditions under which we may consider providing said financing. Formal presentation to, and approval by the Bank, will be required to obtain a formal commitment letter. This letter may not represent all terms and conditions that will be required by the Committee or the Bank's legal counsel.

- BORROWER:** Arete Venture Partners, LLC & Maybenextime Inc.
(Each entity with over 20% interest in the subject property)
- GUARANTORS:** Jeff Glickman (100%)
Elliot Fireworker (100%)
(Any individual with over 20% ownership – direct or indirect)
- AMOUNT:** Mortgage up to \$2,727,436.
- PURPOSE:** The mortgage will be used to renovate real property at 207 Pleasant Street in Housatonic, MA. (subject property).
- RATE:** The mortgage interest rate will be set three (3) days prior to closing at the prevailing 5-Year Federal Home Loan Bank of Boston Classic Advance Rate + 2.00%. The rate will adjust every 5 years thereafter to the prevailing 5-Year Federal Home Loan Bank of Boston Classic Advance Rate + 2.00%.
- TERM:** The mortgage will have a ten-year (10) term.
- AMORTIZATION:** The mortgage will have a twenty-five (25) year amortization.
- REPAYMENT:** Interest only payments will be made monthly during the initial **24-month construction/stabilization period**. Thereafter, payments of principal and interest will be due monthly for the remaining 8-years (10-year term), based on a 25-year amortization.
- FEES:** \$13,000 (0.50%)



**CONSTRUCTION
ADVANCES:**

Advances during the construction period will be monitored by the Bank's internal construction manager or a third-party engineer.

Each advance will have a 5% retainage to be held by the Bank until the scope of that work is fully completed. This insures that sub-contractors complete their work prior to moving on from the jobsite.

COLLATERAL:

1) The commercial mortgage will be secured by a first security interest and mortgage lien on 207 Pleasant Street in Housatonic, MA.

2) Assignment of leases and rents.

PREPAYMENT PENALTY*: Year 1-5%, Year 2-4%, Year 3-3%, Year 4-2%, & Year 5-1%.

*The pre-payment penalty will only apply if the debt is refinanced with another financial institution.

DEPOSITS:

The operating account of the Borrower will be maintained at Salisbury Bank for the life of the loan and loan payments will automatically be swept from this account on a monthly basis.

APPRAISAL:

Approval is subject to receipt and review of an "as-complete" appraisal with a maximum Loan-to-Value of 75% (hard costs). The appraisal must be from a bank approved appraiser and will be at the Borrower's expense.

FLOOD CERTIFICATION:

Satisfactory flood hazard certifications.

SURVEY:

Borrower shall provide an acceptable survey of the collateral property to the Bank, which shall be certified to the Bank and the Title Company. A plot plan may be acceptable to the Bank in place of a survey, however, additional due diligence may be required to permit the plot plan.

TITLE:

Title report with all departmental searches, insuring the Bank as first mortgagee on the collateral property is required at the time of closing.

ENVIRONMENTAL:

To be determined.

FINANCIAL COVENANT:

The Primary Borrower (real estate holding company) shall not permit their post-distribution ratios of EBITDA to CMLTD plus interest expense (DSCR) for any fiscal year end for the immediately-preceding 12-month period to be less than 1.25x.



Salisbury Bank

BECAUSE WHERE YOU BANK MATTERS

For calculation purposes, EBITDA shall mean earnings before interest, taxes, depreciation, and amortization. CMLTD plus interest expense shall mean the total of all annual payments made on obligations plus accrued interest.

INTEREST RESERVE:

The Borrower will maintain an interest reserve equal to 10% of the loan amount (\$272,743) at the Bank during the construction and stabilization period.

Half of the reserve (\$136,371.50) will be released upon receipt of a certificate of occupancy.

The remaining reserve (\$136,371.50) will be released once the project has stabilized – to be measured based on tax returns meeting a DSCR of 1.25x.

FINANCIAL STATEMENTS:

As appropriate, annual submission of Federal Business Income Tax Returns for the Borrower and Guarantor(s) must be provided, as well as their current schedule of liabilities. Also, as appropriate, annual submission of Federal Personal Income Tax Returns and personal financial statements of the Guarantor(s) must be submitted to Salisbury Bank & Trust, if requested.

Please feel free to contact me to discuss any questions regarding this proposal. Thank you for considering Salisbury Bank & Trust for your company's financing requirements.

Sincerely,

Aidan Gilligan
Vice President, Commercial Lender
(413) 350-6026

Housatonic School Project - Timeline						
	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023
Project negotiation	Project negotiation					
Due Diligence; Environmental, Architectural, Structural			Due Diligence; Env., Arch. Structural			
Drafting, Planning, Tendering Contractor Bids, Pricing				Drafting, Planning, Tendering		
Application for Various Additional Grants (water system, etc.)				Applications		
Finalizing Contractor Agreements					Finalize GC Deal	
Submission of Permit Applications						Permit Apps
Debt Financing Securitization					Debt Financing Securitization	
Demo/Disposal						
Exterior (Roofing/Windows/Waterproofing partial/Tuckpoint)						
Framing						
HVAC/Electrical/Plumbing						
Exterior/Hardscape/Digout/Plan						
Insulation/Drywall						
Kitchens/Bathrooms/Trims						
Finals (HVAC Systems, paint, outstanding deficiencies)						
Ready to Rent Residential						
Ready to Rent Commercial						
Lease-Up Residential						
Lease-Up Commercial						
Refinance & Stabilize						

Housatonic School Project - Timeline						
	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
Project negotiation						
Due Diligence; Environmental, Architectural, Structural						
Drafting, Planning, Tendering Contractor Bids, Pricing						
Application for Various Additional Grants (water system, etc.)						
Finalizing Contractor Agreements						
Submission of Permit Applications						
Debt Financing Securitization						
Demo/Disposal	Demo/Disposal					
Exterior (Roofing/Windows/Waterproofing partial/Tuckpoint)		Exterior (Roof/Windows/Water/Tuck)				
Framing		Framing				
HVAC/Electrical/Plumbing		HVAC/Electrical/Plumbing				
Exterior/Hardscape/Digout/Plan			Exterior/Hardscape/Digout/Plan			
Insulation/Drywall						Insulation/Drywall
Kitchens/Bathrooms/Trims						
Finals (HVAC Systems, paint, outstanding deficiencies)						
Ready to Rent Residential						
Ready to Rent Commercial						
Lease-Up Residential						
Lease-Up Commercial						
Refinance & Stabilize						

Housatonic School Project - Timeline						
	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024
Project negotiation						
Due Diligence; Environmental, Architectural, Structural						
Drafting, Planning, Tendering Contractor Bids, Pricing						
Application for Various Additional Grants (water system, etc.)						
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Submission of Permit Applications						
Debt Financing Securitization						
Demo/Disposal						
Exterior (Roofing/Windows/Waterproofing partial/Tuckpoint)						
Framing						
HVAC/Electrical/Plumbing						
Exterior/Hardscape/Digout/Plan						
Insulation/Drywall I						
Kitchens/Bathrooms/Trims	Kitchens/Bathrooms/Trims					
Finals (HVAC Systems, paint, outstanding deficiencies)				Finals (HVAC Systems, paint, deficiencies)		
Ready to Rent Residential						Ready to Rent Re:
Ready to Rent Commercial						
Lease-Up Residential						Lease-Up Resider
Lease-Up Commercial						
Refinance & Stabilize						

Housatonic School Project - Timeline					
	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024
Project negotiation					
Due Diligence; Environmental, Architectural, Structural					
Drafting, Planning, Tendering Contractor Bids, Pricing					
Application for Various Additional Grants (water system, etc.)					
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Demo/Disposal					
Exterior (Roofing/Windows/Waterproofing partial/Tuckpoint)					
Framing					
HVAC/Electrical/Plumbing					
Exterior/Hardscape/Digout/Plan					
Insulation/Drywall					
Kitchens/Bathrooms/Trims					
Finals (HVAC Systems, paint, outstanding deficiencies)					
Ready to Rent Residential					
Ready to Rent Commercial		Ready to Rent Comm			
Lease-Up Residential					
Lease-Up Commercial		Lease-Up Comm			
Refinance & Stabilize				Refinance & Stabilize	

VOTE OF SELECTBOARD

I, the Clerk of the Selectboard of the Town of Great Barrington, Massachusetts, certify that at a meeting of the board held _____, 20__, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was unanimously passed, all of which appears upon the official record of the board in my custody:

Voted: that the maximum useful life of the departmental equipment listed below to be financed with the proceeds of the borrowing authorized by votes of the Town passed June 6, 2022 (Articles 5 and 8) is hereby determined pursuant to G.L. c.44, §7(1) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
Public Works Highway Truck	\$170,900	___ Years
Sewer Cleaner Equipment	\$137,000	___ Years
Wastewater Clarifier Equipment	\$103,700	___ Years
Public Works Roadside Mower	\$51,128	___ Years
_____	\$ _____	___ Years
_____	\$ _____	___ Years

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

Dated: _____, 20__

 Clerk of the Selectboard



**McCormick, Murtagh
& Marcus**

ATTORNEYS AND COUNSELORS AT LAW

William Cullen Bryant House
390 Main Street, Suite 2
Great Barrington, MA 01230

phone: 413.528.0630
fax: 413.528.5287
www.mccormicklegal.com

Kathleen M. McCormick, Esq.

**BY EMAIL & CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

September 28, 2022

Great Barrington Board of Selectmen
334 Main Street,
Great Barrington, MA 01230

Re: Property located at 200 North Plain Road,
Great Barrington, MA

Dear Members of the Board of Selectmen:

Please be advised this firm represents Catherine A. Rueger as Trustee of the Denis Robert O'Connor, Sr. 2017 Irrevocable Trust ("The Trust") owner of real property, containing 79 acres, located at 200 North Plain Road, Great Barrington, and shown on Assessor's Map as Map 28, Lot 40. The property is described in the deed from Denis Robert O'Connor, Sr. dated February 22, 2017, and recorded on February 24, 2017, in the Southern Berkshire Registry of Deeds in Book 2405, Page 62 (the "Premises").

The Premises is presently being taxed and assessed under the provisions of Massachusetts General Laws Chapter 61A. I am enclosing a copy of the Notice of Lien dated and recorded May 16, 1984 in the Southern Berkshire Registry of Deeds in Book 544, Page 33.

The Trust has received a Bona Fide Offer to purchase the Premises dated September 23, 2022 (see attached). The closing is scheduled to take place on October 28, 2022. The Buyer plans to purchase the Premises subject to Chapter 61A.

This letter is notice pursuant to Chapter 61A. Under Massachusetts General Laws Chapter 61A, the Town is afforded an option to purchase the property. I would hereby request that the Board of Selectmen consider waiving this option to purchase. Anticipating that the rights of purchase shall be waived, I am enclosing a copy of the form that I have prepared that evidences such action.



If you have any questions or if I can be of further assistance to you with regard to the consideration of this request, please do not hesitate to contact me.

Sincerely,

McCormick, Murtagh & Marcus



Kathleen M. McCormick

KMM/kmh

Enclosures

cc: Great Barrington Board of Assessors (Certified Mail)
Great Barrington Planning Board (Certified Mail)
Great Barrington Conservation Commission (Certified Mail)

NOTICE PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 61A
WAIVER OF OPTION TO PURCHASE

NOTICE is hereby given, pursuant to Massachusetts General Laws,
Chapter 61A, as follows:

1. The Inhabitants of the Town of Great Barrington (the "Town") is the holder of an Agricultural Land Tax Lien pursuant to General Laws, Chapter 61A on certain premises located at 200 North Plain Road, Great Barrington, Berkshire County, Commonwealth of Massachusetts (the "Premises") standing in the name of Catherine A. Rueger, Trustee of the Denis Robert O'Connor, Sr. 2017 Irrevocable Trust ("The Trust"), which tax lien is dated and recorded on May 16, 1984 with the Southern Berkshire Registry of Deeds in Book 544, Page 33;
2. Pursuant to Chapter 61A, notice of intention to sell the Premises, subject to the current Chapter 61A Lien, has been duly given to the Town by The Trust to afford the Town the opportunity to exercise its option to purchase the Premises;
3. The Town, by its Selectmen, hereby declines to exercise its option to purchase the Premises described in said tax lien.

The Inhabitants of the Town of Great Barrington have caused this instrument to be executed by a majority in office of its Board of Selectmen duly authorized, and its Town seal hereto affixed, this _____ day of _____, 2022.

TOWN OF GREAT BARRINGTON

By: _____

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for the stated purpose.

Notary Public

THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form A/H 3

GT. BARRINGTON
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS
AGRICULTURAL OR HORTICULTURAL LAND TAX LIEN

The Board of Assessors of the city/town of GT. BARRINGTON hereby state that it has accepted and approved the application of DEMIS R. O'CONNOR AND JOAN A. SALZMAN owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61A for the fiscal year ending June 30, 1985.

DESCRIPTION OF LAND

ASSESSORS' MAP 28 PARCEL 40

77 ACRES BOOK 537 PAGE 169

Statement made this 16th day of MAY, 1984.

Paul L. Hammer
BOARD OF ASSESSORS

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE ss. PAUL L. HAMMER May 16, 1984
Then personally appeared a member of the Board of Assessors of the city/town of GT. BARRINGTON and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of GT. BARRINGTON before me, Jane M. Skoput
Notary Public - Justice of the Peace
MY COMMISSION EXPIRES
JAN. 28, 1988



May 16, 1984, at 2 o'clock and 42 minutes P. M.
Received and entered with Southern Berkshire Registry of Deeds
Book 547, Page 93, Document No. _____ Registry District _____
Attest: Catherine B. Leonard Register

THIS FORM APPROVED BY COMMISSIONER OF REVENUE
FORM 850A HOBBS & WARREN, INC., BOSTON, MASS. REVISED 1984



1984 00544033
Bk: 544 Pg: 0033 Doc: ALIEN
Page 1 of 1 05/16/1984 12:00PM

STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE PURCHASE AND SALE AGREEMENT

▶ PARTIES:	SELLER(S)	BUYER(S)
	Name(s) <u>Catherine A. Rueger,</u>	<u>Jane Iredale</u>
	<u>TR of the Denis Robert C. O'Connor 2017 REV TR</u>	
	Address _____	<u>28 Church Street, Great Barrington, MA 01230</u>
	_____	_____

▶ **2. DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy SELLER's real property located at 200 North Plain Road, Great Barrington, MA 01230 as more particularly described in a deed dated 2/24/2017 and recorded in the _____ Registry of Deeds in Book 2405, Page 62, or Land Court Certificate # _____ Assessor's Map # _____ Section # _____ Lot # _____ (the "Property").

▶ **3. PURCHASE PRICE:** For the Property, BUYER shall pay the "Purchase Price" sum of \$ \$ 1,200,000.00 of which an initial deposit to bind the agreement shall be paid in the amount of \$ 12,000.00 and delivered herewith to the Escrow Agent named below, or; shall be delivered to the Escrow Agent no more than 2 days from acceptance and on Sep 30, 2022 date, an additional deposit in the amount of \$ 50,000.00 will be paid, resulting in a balance to be paid in the amount of \$ 1,138,000.00 in wired funds, or by certified / bank check at the Closing.

3.1 Escrow: All deposits are to be held by the Listing Broker Stone House Properties, LLC ("Escrow Agent") in a non-interest bearing escrow account, unless otherwise specified herein.

▶ **4. CLOSING DATE:** The Deed is to be delivered and the Purchase Price paid on Oct 28, 2022 at 2:00 p.m. (the "Closing Date") at the appropriate Registry of Deeds or such other location within the county in which the Property is located, as specified by the BUYER.

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

- 5.1 Mortgage: Amt: _____ Rate: _____ Type: Fixed Variable Pts: _____ Yrs: _____
- 5.1a Cash offer, paragraph 6 not applicable
- 5.2 Mortgage and/or Insurance Application Date: NA
- 5.3 Inspection Contingency Date: NA
- 5.4 Insurance Contingency Date: NA
- 5.5 Mortgage Contingency Date: NA
- 5.6 Septic System Inspection Date: (if applicable) NA

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

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

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

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

► **9. SEWAGE DISPOSAL / SEPTIC SYSTEM:** SELLER represents that the Property is served by a municipal sewer system / septic system / other system as outlined in par 35. If a septic system is present, the SELLER represents that it is / is not located entirely within the boundaries of the Property, to the best of their knowledge. Further, on or before the Septic System Inspection Date as defined in paragraph 5.6, the SELLER shall provide the BUYER with a Septic System Inspection Report (the "Report") issued less than two (2) years prior to the time of the indicated closing date or less than three (3) years if accompanied by system pumping records that show at least annual pumping during that time. Should the Report indicate that the system is a "failed system" as defined by Title 5 of the State Environmental Code (310 CMR 15.301), the BUYER may, within three (3) days of receipt of Report, cancel this Agreement, and all deposits shall be returned to the BUYER.

► **10. WATER:** SELLER represents that the property is serviced by a municipal water system / private water company / well / other as outlined in par 35. If a well is present, SELLER represents that it is / is not located entirely within the boundaries of the Property and does / does not contain defects known to SELLER. BUYER acknowledges that the local Board of Health may adopt regulations that establish criteria for private well siting, construction, water quality and quantity.

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

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

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

• Appliances Included: _____



SELLER(S) Initials: _____ BUYER'S Initials: _____ pg 2 of 6
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- Fixtures Excluded: _____
- SELLER represents the following items are not owned: **Propane Tank** / **Hot Water Heater** / **Water Treatment System** / **Security System** / **Solar Panels** / **Other as outlined in par 35.** BUYER **does** / **does not** agree to assume the rental agreements for: _____

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

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

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

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



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

20. LEAD LAW. Pursuant to 40 CMR 745.113(a), for premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" attached to this agreement, regarding the Lead Law. BUYER acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including a ten (10) day right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c.111, 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Should BUYER receive an unsatisfactory inspection, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date or twelve (12) days after execution of this agreement, whichever is later, whereupon all obligations of the parties shall cease and BUYER's deposits shall be promptly returned in full.

► **21. STORAGE TANKS:** The SELLER hereby discloses that to the best of SELLER's knowledge, there are underground oil / underground propane / aboveground oil / aboveground propane / other as outlined in par 35 / no storage tank(s) within the boundaries of the Property. Further, the SELLER discloses that any underground tanks have / have not been used within the past six (6) months and/or any aboveground tanks have / have not been used within the past twenty-four (24) months exclusively for the storage of fuel for consumption of the Property and to the best of the SELLER'S knowledge there has been no release or leakage of oil from such tank(s). BUYER acknowledges that the Massachusetts Board of Fire Prevention has issued regulations found in [527 CMR 9.00] that govern the maintenance, repair, and removal of storage tanks used to contain fuel.

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

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

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

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



SELLER(S) Initials: _____ BUYER'S Initials: J.D. pg 4 of 6
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25. RISK OF LOSS-INSURANCE AND DAMAGE PRIOR TO CLOSING: Prior to the delivery of the Deed, the risk of loss shall be on the SELLER. SELLER shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Property.

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

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

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

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

► **30. BUYER'S DEFAULT:** If the BUYER defaults, BUYER shall be liable to the SELLER in the amount of 5 % of the purchase price, as liquidated damages, which shall be SELLER's exclusive remedy in law or in equity. The deposits shall be applied to the payment of said liquidated damages.

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

32. AGREEMENT TO MEDIATE DISPUTE OR CLAIMS: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement, or the brokerage services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers / Homebuyers Dispute Resolution System ("DRS"). Disputes and claims shall specifically include, without limitation, representations made by the SELLER, the BUYER, or the Broker(s) in connection with the sale, purchase, finance, condition, or other aspect of the Property to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and / or fraud. If the parties reach a settlement, they shall both sign a settlement agreement. If the parties cannot reach a mutually agreeable settlement, they may arbitrate or litigate the dispute without regard to the mediation procedure. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to mediate under this paragraph, nor shall such filing constitute a breach of the duty to mediate. The provisions of this paragraph shall survive the closing.



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

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


▶ 35. **SPECIAL CONDITIONS / ADDENDA:** See attached addendum(s), incorporated here by reference.
Offer subject to an attorney review period of two business days.

▶ 36. **TERMINATION OF OFFER:** This offer is subject to SELLER(s) execution and delivery of this agreement to BUYER by (time) 3 a.m. / p.m. and (date) 9/23/22, after which time this offer is void and terminated, and deposit paid by BUYER shall be returned.

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

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

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

_____ SELLER: DATE		<div style="text-align: center;">  _____ BUYER: DATE </div>
_____ SELLER: DATE		_____ BUYER: DATE
_____ SELLER's Attorney's Name Susan Calkins 9508696 Gary Johnston 9054850		_____ BUYER's Attorney's Name Kenzie Fields 9560865
_____ SELLER's Real Estate Agent Name License # Stone House Properties, LLC 6283		_____ BUYER's Real Estate Agent Name License # Elyse Harney Real Estate, LLC 7262
_____ SELLER's Real Estate Firm Name License #		_____ BUYER's Real Estate Agent Name License #

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

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

▶ _____
SELLER: **DATE / TIME**

SELLER: **DATE / TIME**



200 NORTH PLAIN ROAD

