

Mark Pruhenski
Town Manager

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www.townofgb.org



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Great Barrington, MA 01230

Telephone: (413) 528-1619 x2900
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Meeting via Zoom and in person at 334 Main Street Great Barrington MA
Order of Agenda for Monday, June 12, 2023, 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 Governor Healey's March 29, 2023 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Selectboard will be conducted both in-person and via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org. For this meeting, members of the public and committee members may attend the meeting in person, or, for those who wish to do so remotely may by following the instructions at the top of this agenda. For those who are not in-person every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. *(Hybrid)*

1. CALL TO ORDER REGULAR MEETING
2. APPROVAL OF MINUTES
 - a. May 22, 2023
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. COA Director Appointment
 - b. Fire Chief Appointment
 - c. Library Hours
5. LICENSES AND PERMITS
 - a. Joshua Kelleher of JJK Productions LLC of 118 Lee Street East Longmeadow MA for 3-one day Entertainment Licenses for a concert series on July 8, July 22 and August 26 at Ski Butternut 380 State Road Great Barrington MA 01230 from 4:00 PM to 10:00 PM.
 - b. Joanna and Richard Rothbard of the American Art Marketing for Weekday and Sunday Entertainment Licenses for the Berkshires Arts Festival July 1-3 at Ski Butternut.
 - i. 1-Weekday Entertainment for Saturday July 1, 2023 from 11:00 AM to 2:00 PM
 - ii. 1-Sunday Entertainment for July 2 from 12:30 PM to 3:30 PM
 - iii. 1-Weekday Entertainment for Monday July 3 from 12:30 PM to 3:30 PM
6. NEW BUSINESS
 - a. SB to approve borrowing/BAN
 - b. Housatonic Water Works—Temporary relief for residents/customers
 - c. Rest of River Committee Appointments

d. Selectboard support of statewide ban on single-use plastic bags

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

June 13, 2023 Priority Planning Meeting

June 26, 2023 Regular Meeting



Mark Pruhenski, Town Manager

Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair, which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may be brought up for discussion to the extent permitted by law.



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

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

Name: Joshua Kelleher

Business/Organization: JJK Productions LLC

D/B/A (if applicable): _____

Address: 118 Lee St East Longmeadow MA 01028

Mailing Address: 118 Lee St East Longmeadow MA 01028

Phone Number: 413-330-9367

Email: Josh@JJKproductions.com

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

Live band with up to 8 pieces, including singers Public Show

INCLUDES: Live music Recorded music Dancing by entertainers/ performers

Dancing by patrons Amplification system Theatrical exhibition

Floorshow Play Moving picture show Light show Jukebox

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

___ YES

X NO

Exact Location of Entertainment (include sketch): Base of beginner slope, next to rental shop

Days of Entertainment*: 7/8/23, 7/22/23, 8/26/23
*Does not include SUNDAY

Start & End Times of Entertainment: 4:00pm to 10:00pm

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

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

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

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

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

[Signature]
Signature of Individual or
Corporate Officer

5/15/23
Date



TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____

LICENSE # _____



Josh Kelleher
JKProductions.com
413-330-9367



Ski Butternut
380 State Rd
Great Barrington, MA 01230

Town of Great Barrington
334 Main St
Great Barrington, MA 01230

5/10/2023

To Whom it May Concern,

I am writing to confirm that Ski Butternut is aware of and allowing JJK Productions to host a summer concert series on our grounds on the following dates; 7/8/2023, 7/22/2023 and 8/26/2023 between the hours of 4 PM and 10:30 PM. If you have any questions, please contact me at (413) 528-2000, ext. 261.

Thank you,

Sarah Curtiss
Events Coordinator
Ski Butternut

(413) 528-2000, ext 261
scurtiss@skibutternut.com



TOWN OF GREAT BARRINGTON
Temporary Weekday Entertainment License Application
\$25.00 per day

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

Name: Joanna Rothbard & Richard Rothbard

Business/Organization: American Art Marketing/ Berkshires Arts Festival

D/B/A (if applicable): _____

Address: 22 Walker St Lenox, MA 01240

Mailing Address: PO Box 183 New Milford, NY 10959

Phone Number: 845-661-8951 845-661-1221

Email: joanna@americanartmarketing.com

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

Live band with up to 3 pieces, including singers Public Show

Other (please explain) _____

INCLUDES: Live music Recorded music Dancing by entertainers/ performers

Dancing by patrons Amplification system Theatrical exhibition

Floorshow Play Moving picture show Light show Jukebox

Other (please explain) Jazz Piano

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

___ YES

X NO

Please circle: **INDOOR** or **OUTDOOR** Entertainment

Exact Location of Entertainment (**include sketch**): See Attached

Date(s) of Entertainment*: July 1, 2023 -Saturday July 3, 2023- Monday

***Does not include SUNDAY**

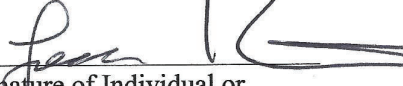
Start & End Times of Entertainment: July 1, 11am-2pm Saturday July 3, 12:30-3:30pm- Monday

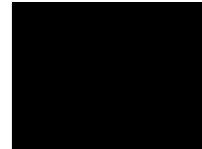
Does your event involve any of the following? (Check all that apply)

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

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

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

 5/31/23
Signature of Individual or Date
Corporate Officer



TOWN USE ONLY:

DRT Review with Conditions: _____

APPROVAL DATE: _____

LICENSE # _____



Ski Butternut
380 State Rd
Great Barrington, MA 01230

Town of Great Barrington
334 Main St
Great Barrington, MA 01230

5/11/2023

To Whom it May Concern,

I am writing to confirm that Ski Butternut is aware of and allowing Richard Rothbard and Rothbard Boxology Designs Inc/DBA American Art Marketing to host an arts festival on our grounds on the following dates; 7/1/2023, 7/2/2023 & 7/3/2023 between the hours of 10:00 AM and 5:00 PM each day.

If you have any questions, please contact me at (413) 528-2000, ext. 261.

Thank you,


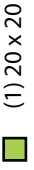


Sarah Curtiss
Events Coordinator
Ski Butternut

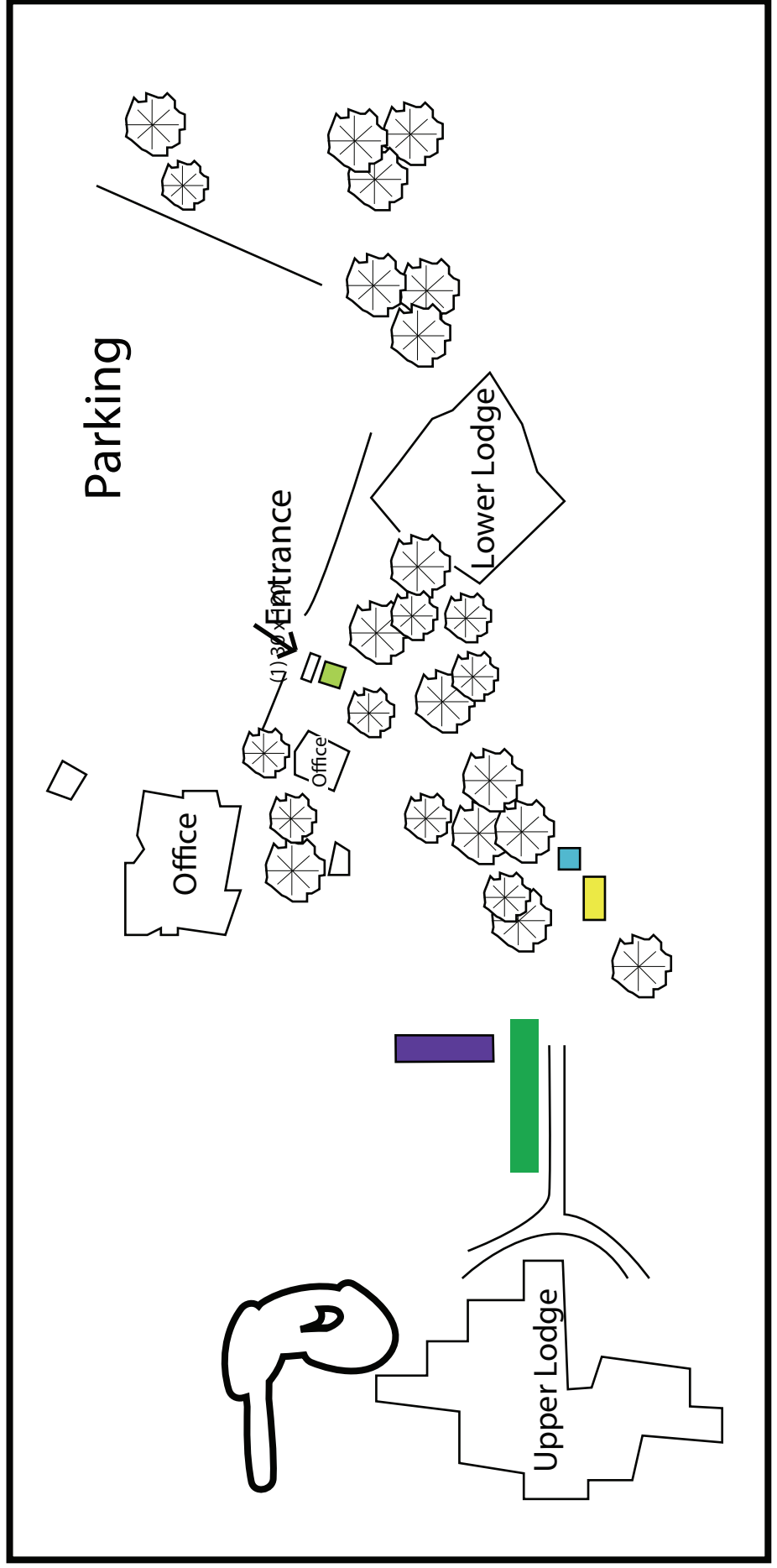
(413) 528-2000, ext 261
scurtiss@skibutternut.com

Berkshires Art Festival 2023

July 1, 2, 3
Ski Butternut, 380 State Rd

Key -4 Tents total

| | |
|---|--------------|
|  | (1) 20 x 40 |
|  | (1) 20 x 20 |
|  | (1) 40 x 120 |
|  | (1) 30 X 80 |



Item 5, 6.

Chris Rembold

Subject: FW: Berkshires Arts Festival 2023

6/8/2023

Amy – DRT reviewed the proposed Arts Festival event has no major concerns. It's an annual event, and there've been no problems in previous years.

At this point however we do not know how many people are expected. We recommend that the event staff contact the Police Dept. with this information, and the Chief can determine if traffic details should be used.

Also, plans for food and for bathrooms were not shared with us. We recommend the Board ask the applicant about these items. If there are food vendors, those vendors should contact the Health Department immediately to see if they need permits.

Lastly, staff reminds all events, especially summer events, that dogs must not be left in parked cars. If attendees bring dogs, the dogs must be on a regular 6 foot or shorter leash at all times. The best decision is of course is to leave the dog(s) at home.

Thank you,
Chris



Christopher Rembold, AICP

Assistant Town Manager /
Director of Planning and
Community Development
413-528-1619, x. 2401
crembold@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230



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

From: Joanna Rothbard <joanna@americanartmarketing.com>
Sent: Friday, June 2, 2023 4:03 PM
To: Amy Pulver <apulver@Townofgb.org>
Subject: Permit Docs for Berkshires Arts Festival 2023

****CAUTION:****

****This is an external email, be vigilant****

*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Hi Amy

Here are my applications for the entertainment permit for the Berkshires Arts Festival 2023.
This year the dates are July 1, 2 & 3.
I will need to get on the agenda for the selectman meeting.

See the attached docs including the Sunday & Weekday Applications

Thank You,
Joanna

Joanna Rothbard
[American Art Marketing](#)
[BerkshiresArtsFestival](#)

845.661.8951 cell

EXECUTIVE SUMMARY

DATE: June 12, 2023

TITLE: \$6,997,290 BAN

BACKGROUND: The Town currently has various capital projects underway, and purchased new equipment over the past fiscal year. In order to meet the financial obligations of these capital expenditures, money has been borrowed on a temporary basis and will be borrowed on a permanent basis (bond) in the future. The short-term note has been issued in the amount of \$6,997,290 and covers various capital items from FY2011, FY2017, FY2018, FY2019, FY2020, FY2021, FY2022 and FY2023. (See attached for full list of projects and equipment)

FISCAL IMPACT: The interest rate on the Bond Anticipation Note (BAN) was determined by a competitive bid process on Thursday, June 1, 2023. Five bids were received with the low bid of 3.8735% NIC rate being awarded to Jefferies LLC.

RECOMMENDATION: To approve the note sale by voting on the attached document and signing the temporary note in advance of the June 16th issue date.

PREPARED AND REVIEWED BY: Alicia Dulin
Alicia Dulin, Treasurer/Collector

VOTE OF THE SELECTBOARD

I, the Clerk of the Selectboard of the Town of Great Barrington, Massachusetts, certify that at a meeting of the board held June 12, 2023, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of \$6,997,290 5.00 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated June 16, 2023, and payable December 14, 2023, to Jefferies LLC at par and accrued interest, if any, plus a premium of \$38,974.90.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 24, 2023, and a final Official Statement dated June 1, 2023, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

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

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

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

Further Voted: that each member of the Selectboard, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

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

Dated: June 12, 2023

Clerk of the Selectboard

133230512v.1

Selectboard Meeting Packet for June 12, 2023
 Item 6. a. Approve Borrowing/BAN

Town of Great Barrington, Massachusetts

\$6,997,290 General Obligation Bond Anticipation Notes

Sale Date: 6/1/2023
 Delivery Date: 6/16/2023
 Due Date: 6/16/2023
 Days Per Year: 121/4/2023
 Day Count: 360
 Bank Qualified: 178
 Rating: Yes
 None



| Bidder | Underwriter | Principal | Coupon Rate | Premium | Interest | Net Interest | NIC | Prorata Premium | Prorata Interest | Award | Reoffering Yield |
|-----------------------------|-------------|-------------|-------------|--------------------|---------------------|--------------------|---------|-----------------|------------------|-------------|------------------|
| Jefferies LLC | • | \$6,997,290 | 5.00% | \$38,974.90 | \$172,988.56 | \$134,013.66 | 3.8735% | \$38,974.90 | \$172,988.56 | \$6,997,290 | |
| Piper Sandler & Co. | • | \$6,997,290 | 6.00% | \$67,523.85 | \$207,586.27 | \$140,062.42 | 4.0483% | | | | |
| BNY Mellon Capital Markets | • | \$6,997,290 | 5.00% | \$23,827.87 | \$172,988.56 | \$149,160.69 | 4.3113% | | | | |
| Greenfield Cooperative Bank | | \$2,000,290 | 4.96% | \$5,538.58 | \$49,056.00 | \$43,517.42 | 4.4000% | | | | |
| PeoplesBank | | \$2,000,290 | 6.00% | \$5,500.80 | \$59,341.94 | \$53,841.14 | 5.4438% | | | | |
| Award Totals | | | | \$38,974.90 | \$172,988.56 | \$6,997,290 | | | | | |

Weighted Average Net Interest Cost: 3.8735%

Selectboard Meeting Packet for June 12, 2023
Item 6. a. Approve Borrowing/BAN

Town of Great Barrington, Massachusetts \$6,997,290 General Obligation Bond Anticipation Notes
 Sale Date: 6/1/2023
 Delivery Date: 6/16/2023
 Due Date: 12/14/2023
 Bank Qualification: Yes

MUNICIPAL PURPOSE LOAN



| Purpose | Vote Date | Reference | Amount Authorized | Previous Issues | Bonds, Grants, and Paydowns | Renewal Issue | New Issue | Total Issue | Balance Unissued | Original Issue Date | Prorate Interest | Prorate Premium |
|---|-----------|------------------|---------------------|--------------------|-----------------------------|--------------------|--------------------|--------------------|--------------------|-----------------------|---------------------|--------------------|
| Somerset Systems | 6/22/2011 | Ch. 44, s. 7(1) | \$895,000 | \$150,000 | \$30,000 | \$150,000 | \$165,000 | \$255,000 | \$320,000 | 6/17/2022 & 6/16/2023 | \$304,166.67 | \$1,420.35 |
| Water Mainhole Repairs | 6/12/2019 | Ch. 44, s. 7(1) | \$856,000 | \$100,000 | \$811,000 | \$100,000 | \$125,000 | \$225,000 | \$0 | 6/17/2022 & 6/16/2023 | \$5,562.50 | \$1,253.25 |
| Division Street | 6/22/2019 | Ch. 44, s. 7(1) | \$4,000,000 | \$1,700,000 | \$420,000 | \$1,700,000 | \$203,000 | \$1,903,000 | \$1,677,000 | 6/17/2022 & 6/16/2023 | \$47,948.39 | \$10,589.71 |
| Coneston Hill Culvert | 6/22/2019 | Ch. 44, s. 7(1) | \$350,000 | \$0 | \$150,000 | \$100,000 | \$50,000 | \$160,000 | \$40,000 | 6/17/2022 & 6/16/2023 | \$3,855.56 | \$891.20 |
| Town Hall Elevator Repair/Rebuild | 6/22/2020 | Ch. 44, s. 7(1) | \$50,000 | \$0 | \$0 | \$0 | \$0 | \$50,000 | \$0 | 6/17/2022 | \$1,483.33 | \$334.20 |
| Town Hall Improvements | 6/22/2020 | Ch. 44, s. 7(1) | \$300,000 | \$100,000 | \$200,000 | \$100,000 | \$10,000 | \$200,000 | \$0 | 6/17/2022 & 6/16/2023 | \$494.44 | \$111.40 |
| Engineering | 6/22/2020 | Ch. 44, s. 7(1) | \$300,000 | \$100,000 | \$0 | \$100,000 | \$0 | \$200,000 | \$0 | 6/17/2022 & 6/16/2023 | \$2,517.62 | \$591.60 |
| Street Improvements | 6/22/2020 | Ch. 44, s. 7(1) | \$390,000 | \$800,000 | \$0 | \$800,000 | \$130,000 | \$930,000 | \$0 | 6/17/2022 & 6/16/2023 | \$3,956.86 | \$442.81 |
| Beckhoe | 6/17/2021 | Ch. 44, s. 7(1) | \$145,450 | \$145,450 | \$0 | \$145,450 | \$0 | \$145,450 | \$0 | 6/17/2022 | \$1,965.42 | \$592.35 |
| Truck Lift | 6/17/2021 | Ch. 44, s. 7(1) | \$79,500 | \$79,500 | \$0 | \$79,500 | \$0 | \$79,500 | \$0 | 6/17/2022 | \$1,061.26 | \$360.77 |
| Police Station Generator | 6/17/2021 | Ch. 44, s. 7(1) | \$124,300 | \$124,300 | \$0 | \$124,300 | \$0 | \$124,300 | \$35,230 | 6/17/2022 & 6/16/2023 | \$7,416.67 | \$1,033.23 |
| Engineering | 6/17/2021 | Ch. 44, s. 7(1) | \$300,000 | \$50,000 | \$0 | \$250,000 | \$0 | \$300,000 | \$0 | 6/17/2022 | \$4,585.91 | \$729.67 |
| Sewer System Maintenance Plan | 6/17/2021 | Ch. 44, s. 7(1) | \$300,000 | \$160,000 | \$0 | \$140,000 | \$0 | \$180,000 | \$60,000 | 6/17/2022 & 6/16/2023 | \$2,459.72 | \$56.98 |
| Sewer Mainhole Rehabilitation | 6/17/2021 | Ch. 44, s. 8(14) | \$200,000 | \$100,000 | \$15,000 | \$100,000 | \$31,250 | \$131,250 | \$0 | 6/16/2023 | \$1,359.50 | \$283.50 |
| Various Building Improvements 1 | 5/7/2018 | Ch. 44, s. 7(1) | \$215,000 | \$0 | \$15,000 | \$200,000 | \$0 | \$215,000 | \$0 | 6/16/2023 | \$1,459.72 | \$56.98 |
| Bridge Engineering | 6/22/2020 | Ch. 44, s. 7(1) | \$53,000 | \$0 | \$0 | \$0 | \$250 | \$53,250 | \$55,000 | 6/16/2023 | \$68.00 | \$1.39 |
| Ticket Kiosk - Transfer Station | 6/6/2022 | Ch. 44, s. 7(1) | \$400,000 | \$0 | \$0 | \$0 | \$227,000 | \$227,000 | \$173,000 | 6/16/2023 | \$5,611.94 | \$1,264.39 |
| Street, Bridge and Senior Center Parking Improvements Engineering | 6/6/2022 | Ch. 44, s. 7(1) | \$930,000 | \$0 | \$0 | \$0 | \$1,190,000 | \$1,190,000 | \$904,000 | 6/16/2023 | \$29,419.44 | \$8,628.30 |
| Building & Ground Improvements (Ramsdell Library and Town Hall) | 6/6/2022 | Ch. 44, s. 7(1) | \$370,950 | \$0 | \$0 | \$0 | \$358,000 | \$358,000 | \$572,000 | 6/16/2023 | \$8,850.56 | \$1,994.06 |
| Highway Truck with Snowplow Package | 6/6/2022 | Ch. 44, s. 7(1) | \$170,950 | \$0 | \$0 | \$0 | \$47,485 | \$168,465 | \$3,633 | 6/16/2023 | \$4,127.38 | \$929.81 |
| Roadside Mower | 6/6/2022 | Ch. 44, s. 7(1) | \$100,000 | \$0 | \$0 | \$0 | \$47,485 | \$147,485 | \$0 | 6/16/2023 | \$1,174.18 | \$284.55 |
| Wastewater Engineering Services | 6/6/2022 | Ch. 44, s. 7(1) | \$100,000 | \$0 | \$0 | \$0 | \$13,275 | \$113,275 | \$80,725 | 6/16/2023 | \$1,159.50 | \$259.50 |
| High Pressure Sewer Cleaner | 6/6/2022 | Ch. 44, s. 7(1) | \$147,000 | \$0 | \$0 | \$0 | \$108,300 | \$108,300 | \$27,700 | 6/16/2023 | \$2,702.14 | \$608.80 |
| Totals | | | \$12,706,778 | \$3,904,750 | \$1,426,000 | \$3,904,750 | \$3,092,540 | \$6,997,290 | \$4,283,488 | | \$172,988.56 | \$38,974.90 |

Registered
Number 1

Registered
\$6,997,290

United States of America

The Commonwealth of Massachusetts

TOWN OF GREAT BARRINGTON

GENERAL OBLIGATION
BOND ANTICIPATION NOTE
(Municipal Purpose Loan of 2023)

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Registration and Original Issue Date</u> | <u>CUSIP</u> |
|--------------------------|--------------------------|---|--------------|
| 5.00% | December 14, 2023 | June 16, 2023 | 390100 JJ5 |

PRINCIPAL AMOUNT: SIX MILLION NINE HUNDRED NINETY-SEVEN
THOUSAND TWO HUNDRED NINETY DOLLARS

REGISTERED OWNER: CEDE & CO.

REGISTRAR AND
PAYING AGENT: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

The Town of Great Barrington, Massachusetts (the "Town") for value received, promises to pay to the Registered Owner of this note or registered assigns the Principal Amount specified above in lawful money of the United States of America on the Maturity Date upon presentation and surrender hereof, with interest (calculated on the basis of a 30-day month and a 360-day year) at the Interest Rate per annum, payable on the Maturity Date. This note will bear interest from the Original Issue Date.

This note certificate is the only instrument representing an issue of \$6,997,290 aggregate principal amount of notes issued by the Town pursuant to Chapter 44 of the General Laws as amended in anticipation of bonds authorized for drainage, sewer, engineering, road, sidewalk, culvert, bridge, municipal building, park, parking and departmental equipment purposes.

The notes are general obligations of the Town and the full faith and credit of the Town is pledged for the payment of principal of and interest on the notes as the same shall become due.

The notes are being issued by means of a book entry system, with a note certificate immobilized at The Depository Trust Company, New York, New York ("DTC") evidencing

ownership of the notes in principal amounts of \$1,000 or integral multiples thereof, with the exception of one principal amount of \$1,290, and with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC. Note certificates are not available for distribution to the public. The principal of and interest on this note are payable by U.S. Bank Trust Company, National Association, or its successor as paying agent (the "Paying Agent") for the Town, in immediately available funds to the Registered Owner of this note, as nominee of DTC. Transfer of principal and interest payments to participants of DTC is the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Town is not responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

Unless this note certificate is presented by an authorized representative of The Depository Trust Company to the Paying Agent for registration of transfer, exchange or payment, and any note certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

In the event that (a) DTC determines not to continue to act as securities depository for the notes or (b) the Town determines that continuation of the book entry system of evidence and transfer of ownership would adversely affect the interests of the beneficial owners of the notes, the Town will discontinue the book entry system with DTC. If the Town fails to identify another qualified securities depository to replace DTC, the Paying Agent will authenticate and deliver replacement notes in the form of fully registered certificates.

This note is transferable only upon the registration books kept by the Paying Agent as registrar, but only in a manner which will maintain immobilization of note certificates at one or more securities depositories. This note may not be transferred or exchanged in a manner which would involve the delivery of note certificates to the beneficial owners unless the book entry system has been discontinued by the Town in accordance with the terms of this note, in which case replacement notes may be issued in accordance with law and such procedures as the Town shall deem appropriate.

The Town hereby covenants that it will take all lawful action necessary to comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the notes in order that interest on the notes be and continue to be excluded from gross income for federal income tax purposes and it will refrain from taking any action that would cause interest on the notes to become included in gross income for federal income tax purposes.

In connection with the offering of the notes the Town has executed a Significant Events Disclosure Certificate dated as of the date hereof (as it may be amended from time to time, the "Certificate"). The Town hereby covenants to comply with the provisions of the Certificate, and reference is made to the Certificate for a description of the nature and extent of the obligations of

the Town and the rights of the owners of the notes under the Certificate. The Certificate is described in the Official Statement relating to the notes. A copy of the Certificate is available from the Town upon request.

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

By: _____
Treasurer

Countersigned:

Selectboard

(Town Seal)

LEGAL OPINION

The following opinion is based on facts and the law existing on the date of original delivery of the notes described therein.

LOCKE LORD LLP
111 Huntington Avenue
Boston, Massachusetts

Alicia Dulin, Treasurer
Town of Great Barrington
Great Barrington, Massachusetts

\$6,997,290
Town of Great Barrington, Massachusetts
General Obligation Bond Anticipation Notes

We have acted as bond counsel to the Town of Great Barrington, Massachusetts (the “Town”) in connection with the issuance by the Town of the above-referenced notes (the “Notes”) dated June 16, 2023 and payable December 14, 2023. In such capacity, we have examined the law and such certified proceedings and other papers as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon representations and covenants of the Town contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Based on our examination, we are of the opinion, under existing law, as follows:

1. The Notes are valid and binding general obligations of the Town and, except to the extent they are paid from the proceeds of the bonds in anticipation of which they are issued or from any other available moneys, the principal of and interest on the Notes are payable from taxes which may be levied upon all taxable property in the Town without limitation as to rate or amount, except as provided under Chapter 44, Section 20 of the General Laws, with respect to that portion of the principal and interest payments that the Town has voted to exempt from the limit imposed by Chapter 59, Section 21C of the General Laws, and subject to the limit imposed by Chapter 59, Section 21C of the General Laws with respect to that portion of the principal and interest payments that the Town has not voted to exempt from that limit.

2. Interest on the Notes is excluded from the gross income of the owners of the Notes for federal income tax purposes. In addition, interest on the Notes is not a specific preference item for purposes of the federal individual alternative minimum tax. For tax years beginning after December 31, 2022, however, interest on the Notes will be included in the “adjusted financial statement income” of certain corporations that are subject to the alternative

minimum tax under Section 55 of the Internal Revenue Code of 1986 (the “Code”). In rendering the opinions set forth in this paragraph, we have assumed compliance by the Town with all requirements of the Code, that must be satisfied subsequent to the issuance of the Notes in order that interest thereon be, and continue to be, excluded from gross income for federal income tax purposes. The Town has covenanted to comply with all such requirements. Failure by the Town to comply with certain of such requirements may cause interest on the Notes to become included in gross income for federal income tax purposes retroactive to the date of issuance of the Notes. Except as expressed in paragraph 4 below, we express no opinion regarding any other federal tax consequences arising with respect to the Notes.

3. Interest on the Notes is exempt from Massachusetts personal income taxes and the Notes are exempt from Massachusetts personal property taxes. We express no opinion regarding any other Massachusetts tax consequences arising with respect to the Notes or any tax consequences arising with respect to the Notes under the laws of any state other than Massachusetts.

4. The Notes are qualified tax-exempt obligations within the meaning of Section 265(b)(3) of the Code.

This opinion is expressed as of the date hereof, and we neither assume nor undertake any obligation to update, revise, supplement or restate this opinion to reflect any action taken or omitted, or any facts or circumstances or changes in law or in the interpretation thereof, that may hereafter arise or occur, or for any other reason.

The rights of the holders of the Notes and the enforceability of the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

/s/ LOCKE LORD LLP

VOTE OF THE SELECTBOARD

I, the Clerk of the Selectboard of the Town of Great Barrington, Massachusetts, certify that at a meeting of the board held June 12, 2023, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: to approve the sale of \$6,997,290 5.00 percent General Obligation Bond Anticipation Notes (the “Notes”) of the Town dated June 16, 2023, and payable December 14, 2023, to Jefferies LLC at par and accrued interest, if any, plus a premium of \$38,974.90.

Further Voted: that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated May 24, 2023, and a final Official Statement dated June 1, 2023, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

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

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

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

Further Voted: that each member of the Selectboard, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

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

Dated: June 12, 2023

Clerk of the Selectboard

133230512v.1

CJD/MHM 06/02/23

(Please Note: The following statements are an essential part of the permanent record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

Town of Great Barrington, Massachusetts
\$6,997,290 General Obligation Bond Anticipation Notes
dated June 16, 2023

SIGNATURE, NO LITIGATION AND OFFICIAL STATEMENT CERTIFICATE

A. Certificate of Authorized Officers. We, the Treasurer and the Selectboard of the Town of Great Barrington, Massachusetts (the "Town"), certify that we have signed the \$6,997,290 5.00 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated June 16, 2023 and payable December 14, 2023. A book entry system is being used to evidence ownership and transfer of the Notes on the records of The Depository Trust Company ("DTC"). The Notes are issued in the form of a single Note for the full principal amount, registered in the name of "CEDE & CO." as nominee for DTC and immobilized in the custody of DTC. The Note bears the Town seal which is also affixed to this certificate.

We, the said officers, also certify as follows:

1. Authority. The Notes are issued in the respective amounts set forth below in anticipation of the sale of bonds authorized pursuant to the following statutes and votes of the Town and a vote of the Selectboard duly adopted on June 12, 2023:

- (a) \$1,903,000 - \$4,000,000 portion of \$6,131,000 Street and Sidewalk Bonds under G.L. c.44, §7(1) and a vote of the Town passed on May 6, 2019 (Article 7);
- (b) \$1,190,000 - \$2,594,000 portion of \$2,994,000 Street, Bridge and Senior Center Parking Improvement Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 6, 2022 (Article 5);
- (c) \$930,000 - \$930,000 portion of \$1,775,000 Street and Bridge Repair Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 22, 2020 (Article 6);
- (d) \$358,000 - \$930,000 Building and Grounds Improvement Bonds (Ramsdell Library and Town Hall) under G.L. c.44, §7(1) and a vote of the Town passed on June 6, 2022 (Article 5), excluded from the limitations of Proposition 2 ½, so-called, on May 10, 2022 (Ballot Question);
- (e) \$300,000 - \$300,000 Street and Bridge Bonds under G.L. c.44, §7(7) and a

vote of the Town passed on June 7, 2021 (Article 7);

- (f) \$255,000 - \$605,000 Stormwater Bonds under G.L. c.44, §7(1) and a vote of the Town passed on May 2, 2011 (Article 4);
- (g) \$227,000 - \$400,000 portion of \$2,994,000 Street, Bridge and Senior Center Parking Improvement Bonds under G.L. c.44, §7(7) and a vote of the Town passed on June 6, 2022 (Article 5);
- (h) \$225,000 - \$836,000 Building Improvement Bonds under G.L. c.44, §7(1) and a vote of the Town passed on May 1, 2017 (Article 4);
- (i) \$185,500 - \$185,500 Sewer Planning Bonds under G.L. c.44, §7(7) and a vote of the Town passed on June 7, 2021 (Article 9);
- (j) \$166,950 - \$170,900 Public Works Highway Truck Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 6, 2022 (Article 5);
- (k) \$160,000 - \$350,000 portion of \$6,131,000 Street and Sidewalk Bonds under G.L. c.44, §7(1) and a vote of the Town passed on May 6, 2019 (Article 7);
- (l) \$145,450 - \$145,450 DPW Backhoe/Loader Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 7, 2021 (Article 7);
- (m) \$131,000 - \$200,000 Sewer Improvement Bonds under G.L. c.44, §8(14) and a vote of the Town passed on June 7, 2021 (Article 9);
- (n) \$124,300 - \$124,300 DPW Sidewalk Plow and Sander Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 7, 2021 (Article 7);
- (o) \$109,300 - \$137,000 Sewer Cleaner Equipment Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 6, 2022 (Article 8);
- (p) \$100,000 - \$300,000 portion of \$1,775,000 Street and Bridge Repair Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 22, 2020 (Article 6);
- (q) \$100,000 - \$215,000 Various Building Improvement Bonds under G.L. c.44, §7(1) and a vote of the Town passed on May 7, 2018 (Article 4, Item ii), excluded from the limitations of Proposition 2 ½, so-called, on May 15, 2018 (Question 1);
- (r) \$79,500 - \$79,500 DPW Truck Lift Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 7, 2021 (Article 7);

- (s) \$64,770 - \$100,000 portion of \$265,000 Building Improvement Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 7, 2021 (Article 7);
- (t) \$60,000 - \$160,000 portion of \$500,000 Building Improvements Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 22, 2020 (Article 6);
- (u) \$55,000 - \$120,000 portion of \$1,775,000 Street and Bridge Repair Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 22, 2020 (Article 6);
- (v) \$47,495 - \$51,128 Public Works Roadside Mower Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 6, 2022 (Article 5);
- (w) \$46,500 - \$100,000 Park Improvement Bonds (park/playground equipment) under G.L. c.44, §7(1) and a vote of the Town passed on June 6, 2022 (Article 5);
- (x) \$20,000 - \$20,000 portion of \$500,000 Building Improvements Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 22, 2020 (Article 6);
- (y) \$13,275 - \$100,000 Wastewater Engineering Bonds under G.L. c.44, §7(7) and a vote of the Town passed on June 6, 2022 (Article 8); and
- (z) \$250 - \$53,000 Transfer Station Ticket Kiosk Bonds under G.L. c.44, §7(1) and a vote of the Town passed on June 7, 2021 (Article 7).

2. Description and Purpose of Notes. The Town is issuing and delivering the Notes simultaneously with the delivery of this certificate. The following amounts of the issue are for the following purposes including the payment of \$3,904,750 bond anticipation notes:

| | <u>Amount</u> | <u>Purpose</u> |
|-----|---------------|---|
| (a) | \$1,903,000 | - repairs to the Division Street bridge; |
| (b) | \$1,190,000 | - improvements to streets and bridges; |
| (c) | \$930,000 | - street improvements; |
| (d) | \$358,000 | - building and grounds improvements (Ramsdell Library and Town Hall); |
| (e) | \$300,000 | - planning of various street and bridge improvements; |
| (f) | \$255,000 | - engineering and constructing storm water systems; |

- (g) \$227,000 - engineering of the street, bridge and Senior Center parking improvements;
- (h) \$225,000 - building improvements;
- (i) \$185,500 - develop and implement a sewer system management/maintenance plan;
- (j) \$166,950 - purchase of a new highway truck with a snowfighter package for the Department of Public Works;
- (k) \$160,000 - Christian Hill Road culvert;
- (l) \$145,450 - purchase of a new backhoe/loader for the Department of Public Works;
- (m) \$131,000 - rehabilitating various sewer manholes;
- (n) \$124,300 - purchase of a DPW sidewalk plow and sander;
- (o) \$109,300 - purchase of sewer cleaner equipment;
- (p) \$100,000 - engineering of street and bridge repairs;
- (q) \$100,000 - various building improvements;
- (r) \$79,500 - purchase of a DPW truck lift;
- (s) \$64,770 - purchase of a police station generator;
- (t) \$60,000 - repairs to the Town Hall elevator;
- (u) \$55,000 - bridge engineering;
- (v) \$47,495 - purchase of a new roadside mower;
- (w) \$46,500 - purchase of new park/playground equipment;
- (x) \$20,000 - improvements to the Town Hall (carpet/furniture);
- (y) \$13,275 - wastewater engineering services; and
- (z) \$250 - acquiring a ticket kiosk for the transfer station.

3. Other Debt. No other debt has been incurred under those votes except for the following bonds and bond anticipation notes:

- (a) \$250,000 bonds dated January 26, 2021; \$170,000 bonds dated November 17,

- 2021; and \$1,700,000* notes dated June 17, 2022 and payable June 16, 2023;
- (b) None;
 - (c) \$800,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (d) None;
 - (e) \$200,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (f) \$30,000 notes paid with revenue funds of the Town; and \$150,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (g) None;
 - (h) \$386,000 bonds dated October 26, 2017; \$73,188 bonds dated January 26, 2021; \$1,812 notes paid with unused note proceeds January 27, 2021; \$150,000 bonds dated November 17, 2021; and \$100,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (i) \$185,500* notes dated June 17, 2022 and payable June 16, 2023;
 - (j) None;
 - (k) \$150,000 bonds dated November 17, 2021; and \$100,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (l) \$145,450* notes dated June 17, 2022 and payable June 16, 2023;
 - (m) \$100,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (n) \$124,300* notes dated June 17, 2022 and payable June 16, 2023;
 - (o) None;
 - (p) \$200,000 bonds dated November 17, 2021; and \$100,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (q) \$15,000 proceeds of bonds dated January 26, 2021;
 - (r) \$79,500* notes dated June 17, 2022 and payable June 16, 2023;
 - (s) \$50,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (t) \$60,000* notes dated June 17, 2022 and payable June 16, 2023;
 - (u) - (w) None;

- (x) \$10,000* notes dated June 17, 2022 and payable June 16, 2023; and
- (y) - (z) None.

* To be renewed with a portion of the proceeds of this issue.

4. Consolidated Issue. The Notes constitute a consolidated issue for purposes of G.L. c.44, §16.

5. Approval of Sale. We approve the sale of the Notes to Jefferies LLC (the “Purchaser”) at par and accrued interest, if any, plus a premium of \$38,974.90.

B. Delivery and Receipt. I, the Treasurer, further certify that the Notes were delivered on this date and that the full purchase price including accrued interest for the period, if any, from the date of the Notes to this date was received from the Purchaser on or before this date.

C. Certification Regarding Official Statement. I, the Treasurer, certify as follows:

(a) I have reviewed the Preliminary Official Statement dated May 24, 2023 (the “Preliminary Official Statement”) and the Official Statement dated June 1, 2023 (the “Official Statement”) relating to the sale of the Notes.

(b) To the best of my knowledge and belief, the Preliminary Official Statement did not, as of its date and as of the date of sale of the Notes, and the Official Statement (excluding the price or yield on the cover page, as to which no view is expressed) did not as of its date and does not as of this date (which is the date of delivery of the Notes), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(c) Since the date of the Official Statement there has been no material adverse change in the financial condition or affairs of the Town except as set forth in or contemplated by the Official Statement.

D. Debt Limit. I, the Treasurer, certify that at the time of their authorization, the Notes and the bonds in anticipation of which they are issued were and on the date hereof are within every applicable debt and other limit prescribed by law or otherwise.

E. Certificate of Town Clerk. I, the Town Clerk, certify as follows:

(a) Signatures and Incumbency. The signatures of the Treasurer and Selectboard as appearing below are the genuine signatures of the persons who executed the Notes and who held those offices when the Notes were signed and when the Notes were delivered.

(b) Open Meeting Law. Except for the town meetings called pursuant to G.L. c.39, §10, all proceedings essential to the issue of the Notes and the authorization of the

bonds and deliberations of a quorum relating thereto have been taken at a meeting or meetings open to the public; notice of each such meeting was filed in my office and publicly posted in the time and manner set forth in G.L. c.30A, §§18-25, as amended, 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); no deliberations, decision or vote in connection with the Notes or bonds were taken in executive session and no vote was taken by secret ballot; and the official record of each such meeting was made available to the public and remains available to the public as set forth in G.L. c.30A, §§18-25, as amended.

(c) Proceedings. No proceeding essential to the issue of the Notes or bonds has been repealed or amended except as stated in paragraph (1) above and no proceedings have been taken relating to the Notes or bonds other than those certified to Locke Lord LLP.

(d) Bylaws. The bylaws described below are the only bylaws or standing votes of the Town affecting the authorization, sale or issue of the Notes or bonds, including the calling and conduct of town meetings, or the use of assessments or other charges imposed to pay for any project financed by the Notes, and there has been no change therein affecting those matters in any way except as may be indicated below:

Code of the Town of Great Barrington, Massachusetts, as amended through June 7, 2021, as certified to Locke Lord LLP.

(e) Home Rule. The Town has not adopted a charter other than the charter enacted pursuant to Chapter 372 of the Acts of 2014, and the Town has not amended or repealed any special law relating to the Town through the use of home rule procedures.

(f) Development Districts. The Town has not established any development districts pursuant to G.L. c.40Q.

F. Sewer Enterprise Fund. I, the Town Accountant, certify to the Treasurer that rates and charges have been set at a sufficient level to cover the estimated operating expenses and debt service related to the Sewer Enterprise Fund including the debt service relating to the Notes.

G. Execution of Counterparts and Delivery by Electronic Means. This certificate, as well as any other certificates or documents relating to the Notes (collectively, the "Documents"), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page to a Document by electronic mail in a ".pdf" file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document. Electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

H. No Litigation; No Financial Interest. All of the undersigned certify that there has been no litigation affecting the validity of the Notes or bonds or the power of the Town to levy and collect taxes to pay them; that none is pending or to our knowledge threatened; that neither the corporate existence nor boundaries of the Town nor the title of any of us to our respective offices is being contested; and that none of us and, to the best of our knowledge, no other official of the Town has any direct or indirect financial interest in or relationship with the Purchaser.

Date: June 16, 2023
(Date of delivery of and
payment for the Notes)

Selectboard

Treasurer

Town Accountant

Town Clerk

(Town Seal)

(Please Note: The following statements are an essential part of the permanent bond record. Read them carefully before signing this certificate. Advise Locke Lord LLP of any inaccuracy.)

TAX CERTIFICATE

This Tax Certificate is executed and delivered by the Town of Great Barrington, Massachusetts (“Issuer”), in connection with the issuance of \$6,997,290 stated principal amount of its General Obligation Bond Anticipation Notes dated the Issue Date (“Issue”). The Issue is issued pursuant to Votes duly adopted by the Issuer and the Massachusetts General Laws. Pursuant to Reg §§ 1.141-2(d)(1) and 1.148-2(b)(2)(i), the Issuer certifies, covenants, warrants and represents as follows in connection with the issuance of the Issue:

ARTICLE I. IN GENERAL

1.1 Delivery of the Notes of the Issue. On the Issue Date, in exchange for receipt of good funds, the Issuer is delivering the notes of the Issue to the Successful Bidder, for resale to the Public.

1.2 Purpose of Tax Certificate. The Issuer is delivering this Tax Certificate to Bond Counsel, with the understanding that Bond Counsel will rely in part upon this Tax Certificate in rendering its opinion that interest on the Issue is excluded from gross income for federal income tax purposes under Section 103 and its opinion that the notes of the Issue are “qualified tax-exempt obligations” within the meaning of Section 265(b)(3).

1.3 Definitions and References. All capitalized terms used in this Tax Certificate include either the singular or the plural. All terms used in this Tax Certificate, including terms specifically defined, shall be interpreted in a manner consistent with Sections 103 and 141-150 and the applicable Regulations thereunder except as otherwise specified. Capitalized terms used and not otherwise defined herein and in the exhibits hereto and in the schedules and attachments to those exhibits shall have the respective meanings set forth in Appendix A and Appendix B hereto. Reference to a Section means a section of the Code. Reference by number only (for example, “2.10”) means that numbered paragraph of this Tax Certificate.

1.4 Purpose of Financing. The Issue is being issued to provide funds (i) to finance on a “new money” basis the capital costs of certain municipal projects as more fully described in the Signature Certificate relating to the Issue, including the payment of Capitalized Interest, if any (“New Money Projects”), and Funded Interest, if any, (ii) to refund on a current basis the Refunded Notes, which were originally issued to finance and/or refinance the capital costs of certain municipal projects as more fully described in the Signature Certificate relating to the Issue, including the payment of Capitalized Interest, if any (“Refinanced Projects” and together with the New Money Projects, “Projects”), and Funded Interest, if any, and (iii) to pay Issuance Costs and other common costs of the Issue.

1.5 Single Issue. The notes of the Issue were sold to the Successful Bidder on the Sale Date. No other governmental obligations of the Issuer which are expected to be paid out of

substantially the same source of funds as the Issue have been or will be sold less than 15 days apart from the Sale Date pursuant to the same plan of financing as the Issue.

1.6 Reliance. With respect to certain matters contained in this Tax Certificate, the Issuer specifically relies upon the certifications of the Successful Bidder set forth in Exhibit A, the certifications of the Municipal Advisor set forth in Exhibit B, and upon the certifications set forth in the other exhibits attached hereto or as otherwise described herein. The Issuer is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in this Tax Certificate including the exhibits hereto.

ARTICLE II. GENERAL TAX LIMITATIONS

2.1 Application of Sale Proceeds and Certain Other Moneys. On the Issue Date, the Sale Proceeds, \$7,038,364.09, less an underwriter's discount of \$2,099.19, will be deposited to the General Fund and applied as follows:

| | |
|--|------------------|
| New Money Projects | \$3,092,540.00 |
| Payment of Refunded Notes | 3,904,750.00 |
| Issuance Costs | 19,227.29 |
| Payment of a portion of the interest on the Issue due December 14, 2023 | <u>19,747.61</u> |
| TOTAL: | \$7,036,264.90 |

Investment Proceeds earned on the amounts in the General Fund will be commingled with substantial tax and other revenues of the Issuer, and are expected to be expended for operating or other expenses of the Issuer within six months after deposit of the Investment Proceeds therein. Pursuant to Reg § 1.148-6(d)(6), all such Investment Proceeds will be treated as expended when so commingled.

2.2 Expenditure of Gross Proceeds. For purposes of this Tax Certificate, Sale Proceeds and, to the extent not deemed expended as described in 2.1, Investment Proceeds allocable to the Nonrefunding Portion will be treated as spent when they are used to pay or reimburse disbursements by the Issuer that are (i) capital expenditures, including any Capitalized Interest, if any and to the extent allowable, (ii) Issuance Costs with respect to the Nonrefunding Portion, (iii) Funded Interest, (iv) initial operating expenses directly associated with the New Money Projects (in an aggregate amount not exceeding 5% of the Sale Proceeds), or (v) other miscellaneous expenditures described in Reg § 1.148-6(d)(3)(ii).

The Issuer hereby certifies that no disbursement to be paid or reimbursed from Gross Proceeds allocable to the Nonrefunding Portion shall have been previously paid or reimbursed from the proceeds of any other obligation, whether issued by the Issuer or any other party.

To the extent that Sale Proceeds allocable to the Nonrefunding Portion will be applied to reimburse expenditures made by the Issuer prior to the Issue Date, the Issuer hereby certifies that such expenditures either (i) constitute capital expenditures incurred not earlier than 60 days prior to the applicable Vote, which Votes constitute the Issuer's declarations of official intent to issue

debt to finance the costs of the New Money Projects, or (ii) constitute Preliminary Expenditures to the extent permitted by Massachusetts law.

The Issuer further certifies that any such reimbursement described in clause (i) of the preceding sentence shall be made no later than the later of 18 months after the date of the expenditure or the date on which the New Money Project component to which such expenditure relates is placed in service, but in no event later than 3 years after the date of such expenditure.

2.3 Governmental Bond Status. Absent an Opinion of Bond Counsel, the Issuer will not loan more than 5% of the Proceeds to one or more Nongovernmental Persons. Absent an Opinion of Bond Counsel, the Issuer has not allowed and will not allow more than 10% of the Proceeds, any of the Prior Issues, or the Projects to be used directly or indirectly by any Nongovernmental Person in any trade or business, other than as a member of the general public, and has not allowed and will not allow more than 5% of the Proceeds, any of the Prior Issues, or the Projects to be so used to the extent such use is unrelated or disproportionate to the governmental uses thereof. Absent an Opinion of Bond Counsel, for purposes of this 2.3, a Nongovernmental Person will be treated as “using” Proceeds, proceeds of the Prior Issues or the Projects to the extent the Nongovernmental Person:

- (i) borrows Proceeds of the Issue or any Prior Issues;
- (ii) uses any portion of the Projects as owner, lessee, service provider, operator, or manager;
- (iii) acquires the output of the Projects; or
- (iv) enters into any other arrangement that provides a special legal entitlement or special economic benefit to a Nongovernmental Person.

As of the Issue Date, the Issuer certifies that there are no contracts or other arrangements for any such use of any component of the Projects by any party other than a Governmental Unit. Absent an Opinion of Bond Counsel, the Issuer will not enter into any contract or other arrangement after the Issue Date for any such use of any component of the Projects by any party other than a Governmental Unit.

2.4 Qualified Equity. The Issuer reasonably expects that a portion of the cost of the Projects being financed and/or refinanced in part with the Sale Proceeds may be paid from Qualified Equity. The Issuer intends that the undivided portion or portions of any of the Projects paid with Qualified Equity may be used for Private Business Use without restriction. Qualified Equity will be allocated to any Private Business Use of the Projects before any Proceeds are allocated to any such Private Business Use. To the extent that Private Business Use of the Projects ever exceeds the applicable limitation under the “private business tests” imposed pursuant to Section 141(b), the Issuer hereby allocates Qualified Equity to the Projects. In addition, the Issuer reserves the right to allocate this Qualified Equity to the Projects if and as needed in the future.

2.5 Change in Use. The Issuer reasonably expects to use all Proceeds and all facilities that are financed and refinanced therewith as set forth in 2.3 for the entire stated term to maturity of the Issue. Absent an Opinion of Bond Counsel, the Issuer in fact will use all Proceeds and each facility financed and refinanced therewith as set forth in 2.3.

2.6 Registered Form. The notes of the Issue are being issued in registered form.

2.7 Federal Guarantee. The Issuer will not directly or indirectly use or permit the use of any Proceeds or any other funds of the Issuer or any Related Party or take or omit to take any action that would cause the notes of the Issue to be obligations that are “federally guaranteed.” In furtherance of this covenant, the Issuer will not allow the payment of principal or interest with respect to the Issue to be guaranteed (directly or indirectly) in whole or in part by the United States or any agency or instrumentality thereof. Except as provided in the next sentence, the Issuer will not use 5% or more of the Proceeds to make or finance loans the payment of principal or interest with respect to which is guaranteed in whole or in part by the United States or any agency or instrumentality thereof, nor will it invest 5% or more of the Proceeds in federally insured deposits or accounts. The preceding sentence shall not apply to (i) investments in the portions of the General Fund described in 3.5, 3.6 and 3.7 during the temporary period described therein, (ii) investments in the Bona Fide Debt Service Fund, and (iii) investments in obligations issued by the United States Department of Treasury.

2.8 Information Reporting. The Issuer will cause a properly completed and executed IRS Form 8038-G to be filed with respect to the Issue no later than the 15th day of the second month of the calendar quarter immediately following the calendar quarter of the Issue Date.

2.9 Partial Current Refunding. The Issuer will use Sale Proceeds allocable to the Refunding Portion in the amount of \$3,904,750.00 to pay the Refunded Notes on the Issue Date of the Issue. Proceeds will not be used directly or indirectly to make principal, interest or redemption premium payments with respect to any governmental obligation other than the Refunded Notes and, to the extent described in 2.1, the Issue.

2.10 Unexpended Proceeds. No Proceeds of the Refunded Issue remain unspent as of the Issue Date of the Issue other than the amount of \$115,508.00, which is currently being held by the Issuer in the General Fund pending its expenditure on costs of the Refinanced Projects. The Issuer acknowledges that upon the retirement of the Refunded Issue, such amount will cease to be treated as Proceeds of the Refunded Issue and will instead be treated (together with the allocable earnings from the investment and reinvestment thereof), to the extent provided in Reg § 1.148-9(b), as Transferred Proceeds. The Issuer reasonably expects that such Transferred Proceeds, together with all Investment Proceeds thereon, will be fully expended on the date which is within 3 years of the date of issuance of the applicable Original Issues.

2.11 No Pooling. The Issuer will not use any Proceeds directly or indirectly to make or finance loans to two or more ultimate borrowers.

2.12 No Hedge Bonds. As of the respective issue dates of each issue comprising the Original Issues, the Issuer reasonably expected to expend more than 85% of the Net Sale Proceeds of each such issue within three years of original issuance for the governmental purposes of such Original Issues. Not more than 50% of the Proceeds of each such issue was invested at a substantially guaranteed yield for four years or more. The Issuer reasonably expects that more than 85% of Net Sale Proceeds of the Nonrefunding Portion of the Issue will be expended for the governmental purposes thereof within three years after the Issue Date. Not more than 50% of the Nonrefunding Portion of the Proceeds will be invested at a substantially guaranteed yield for four years or more.

2.13 Useful Life. The weighted average maturity of the Issue is 0.494 years, which does not exceed 120% of the remaining average reasonably expected economic life of the assets comprising the Projects.

ARTICLE III. ARBITRAGE GENERAL

3.1 Reasonable Expectations. This Article III states the Issuer's reasonable expectations with respect to the amounts and uses of Proceeds and certain other moneys.

3.2 Issue Price of the Issue. On the Issue Date, the Issuer is delivering the notes of the Issue to the Successful Bidder in exchange for an aggregate payment of \$7,036,264.90 (which represents the total amount of Sale Proceeds, \$7,038,364.09, less an underwriter's discount of \$2,099.19). As reflected in Exhibit B, the Municipal Advisor has certified that the competitive sale requirements (as defined in the Notice of Sale) were met with respect to the notes of the Issue. Accordingly, based on the advice of the Successful Bidder as set forth in Exhibit A, the Issue Price of the Issue is \$7,038,364.09, which is the reasonably expected initial offering price to the Public for the notes of the Issue.

3.3 Funds and Accounts. The Issuer will use certain portions of its General Fund (or accounts or subaccounts within the General Fund) to hold certain of the Proceeds, as more particularly described in this Article III. The Issuer does not expect that either it or any other Person benefiting from the issuance of the Issue will use any moneys in any fund or account other than the Bona Fide Debt Service Fund to pay debt service on the Issue; nor is any other fund or account so pledged as security for the Issue that there is a reasonable assurance that amounts held in such other fund or account will be available if needed to pay debt service on the Issue.

3.4 Bona Fide Debt Service Fund.

3.4.1 Payment of the Issue. The notes of the Issue are general obligations of the Issuer payable from revenues available therefor pursuant to the Massachusetts General Laws and, when and as applicable, Sale Proceeds, Investment Proceeds, and the Proceeds of Refunding Obligations.

3.4.2 Revenues. Except for the debt service to be paid from a portion of the Sale Proceeds, Investment Proceeds, and the Proceeds of Refunding Obligations, each when and

as applicable, payments of debt service on the Issue are expected to be derived from current revenues of the Issuer and current revenues are expected to equal or exceed such amount of debt service on the Issue during the payment period.

3.4.3 Match Between Revenues and Debt Service. The portions of the Issuer's General Fund that are reasonably expected to be used to pay debt service on the Issue (such portions of the Issuer's General Fund being referred to herein as the "Debt Service Fund") will be allocated to the payment of debt service on the Issue on a "first in, first out" (FiFo) basis. Accordingly, the Debt Service Fund will be used primarily to achieve a proper matching of revenues and debt service within the Bond Year. Amounts in the Debt Service Fund will be invested without regard to yield.

3.5 Three-Year Temporary Period. A portion of the Sale Proceeds allocable to the Nonrefunding Portion in the amount of \$3,092,540.00, will be deposited in the General Fund for the purpose of paying costs of the New Money Projects. The Issuer's expenditure expectations with respect to the Proceeds allocable to the New Money Projects are reflected in Exhibit C. The Issuer reasonably expects that at least 85% of the Net Sale Proceeds will be spent to pay costs of the New Money Projects within three years from the Issue Date. The Issuer heretofore has incurred or within six months hereafter will incur a binding obligation to one or more unrelated parties involving an expenditure of not less than 5% of Net Sale Proceeds. Completion of the New Money Projects and allocations of Net Sale Proceeds and Investment Proceeds to costs of the New Money Projects will proceed with due diligence. Net Sale Proceeds allocable to paying costs of the New Money Projects held in the General Fund, and Investment Proceeds earned thereon, will be invested without regard to yield during the period ending on the third anniversary of the Issue Date.

3.6 90-Day Temporary Period. As reflected in 2.1 and 2.9, (i) a portion of Sale Proceeds allocable to the Refunding Portion in the amount of \$3,904,750.00 will be deposited in the General Fund and used to retire the Refunded Notes on the Issue Date of the Issue and (ii) a portion of Sale Proceeds in the amount of \$19,227.29 will be deposited to the General Fund pending its expenditure for Issuance Costs. Such portions of the Sale Proceeds may be invested without regard to yield during the period that ends 90 days after the Issue Date of the Issue.

3.7 Transferred Proceeds. As reflected in part in 2.10 and Exhibit C (with respect to the Proceeds of the Original Issues used to pay costs of the Refinanced Projects), as of the respective issue date of each issue comprising the Original Issues, the Issuer reasonably expected that at least 85% of the Proceeds of the Original Issues would be expended within three years of such date. Within six months after such date, the Issuer had incurred a binding obligation to one or more unrelated parties involving expenditures aggregating not less than 5% of the Proceeds of the Original Issues. Completion of the Refinanced Projects and allocations of Proceeds of the Original Issues and Transferred Proceeds to costs of the Refinanced Projects has proceeded and will proceed with due diligence. Transferred Proceeds will be invested in the General Fund without regard to yield through the third anniversary of the date on which the applicable Original Issues were issued. To the extent any Transferred Proceeds remain unspent after the third anniversary of the respective dates of issuance of the applicable Original Issues, the Issuer will invest such unspent amounts in accordance with 4.3 or will make Yield Reduction Payments or

cause such payments to be made to the extent necessary pursuant to Reg § 1.148-5(c) in order to ensure that the Transferred Proceeds in fact are treated as invested at a yield not exceeding the yield on the Issue.

3.8 No Overissuance. Taking into account anticipated Investment Proceeds, the Sale Proceeds do not exceed the amount necessary to pay (i) costs of the New Money Projects, (ii) the Refunded Notes, (iii) Funded Interest, if applicable, and (iv) Issuance Costs and other common costs of the Issue.

3.9 No Other Replacement Proceeds. Neither the Issuer nor any Related Party will use any Gross Proceeds directly or indirectly to replace funds of the Issuer or any Related Party, which funds are or will be used directly or indirectly to acquire Investment Property reasonably expected to produce a yield that is materially higher than the Yield on the Issue.

3.10 No Expected Sale. It is not expected that the Projects or any part thereof financed and/or refinanced in whole or in part by the Issue will be sold or otherwise disposed of before December 14, 2023, the scheduled final maturity date of the Issue, except for minor portions due to normal wear or obsolescence.

ARTICLE IV. ARBITRAGE - YIELD AND YIELD RESTRICTION

4.1 Yield. The Yield on the Issue, adjusted as may be required for substantial original issue premium or discount, has been calculated by the Municipal Advisor to be 3.7909552%, as reflected in Exhibit B.

4.2 No Qualified Hedges. No Qualified Hedge has been, and (absent an Opinion of Bond Counsel) no Qualified Hedge will be, entered into such that failure to take the Qualified Hedge into account would distort the Yield on the Issue or otherwise would fail clearly to reflect the economic substance of the transaction.

4.3 Yield Restriction. Absent an Opinion of Bond Counsel, if the sum of (A) any Proceeds allocable to the payment of the Projects held in the General Fund after the third anniversary of the Issue Date, or, if applicable, the Issue Date of any Original Issue, plus (B) any amounts held in the Bona Fide Debt Service Fund and remaining unexpended after 13 months from the date of accumulation in such fund (excluding any amounts held for Capitalized Interest and Funded Interest), plus, if applicable, (C) any Proceeds allocable to the retirement of any Refunded Bonds and Refunded Notes held in the General Fund after 90 days from the Issue Date, plus, if applicable, (D) any Transferred Proceeds held in the General Fund after the third anniversary of any Original Issue, plus (E) any Proceeds held in the Issuer's General Fund to pay Issuance Costs after 90 days from the Issue Date, at any time in the aggregate exceeds \$100,000, the excess will be invested as follows: (i) in Investment Property with a yield not exceeding the Yield on the Issue, or such other issue of Tax-Exempt Bonds to which such amounts are then allocated as proceeds, (ii) in assets that are not treated as Investment Property (e.g., Tax-Exempt Bonds), or (iii) in assets that satisfy the requirements for Yield Reduction Payments.

ARTICLE V. REBATE

5.1 Undertakings. The Issuer hereby covenants to comply with requirements of the Code pertaining to the Rebate Requirement. The Issuer acknowledges that the United States Department of the Treasury has issued Regulations with respect to certain of these undertakings, including the proper method for computing whether any rebate amount is due the federal government under Section 148(f). (Reg §§ 1.148-1 through 1.148-11A, 1.150-1, and 1.150-2.) The Issuer further acknowledges that the United States Department of the Treasury may yet issue additional Regulations with respect to certain of these undertakings. The Issuer covenants that it will undertake to determine what is required with respect to the rebate provisions contained in Section 148(f) and said Regulations from time to time and will comply with any requirements that may apply to the Issue.

5.2 Recordkeeping. The Issuer shall maintain or cause to be maintained detailed records with respect to each Nonpurpose Investment allocable to Gross Proceeds, including: (a) purchase date; (b) purchase price; (c) information establishing fair market value on the date such investment became a Nonpurpose Investment; (d) any accrued interest paid; (e) face amount; (f) coupon rate; (g) periodicity of interest payments; (h) disposition price; (i) any accrued interest received; and (j) disposition date. Such detailed recordkeeping is required to facilitate the calculation of the Rebate Requirement.

5.3 Exceptions to the Rebate Requirement.

5.3.1 Bona Fide Debt Service Fund Exception. Based on the representations set forth in 3.4.3 and this 5.3.1, no rebate calculations need be made in respect of amounts in the Bona Fide Debt Service Fund (i) if (a) the weighted average maturity of the Issue is longer than 5 years and (b) the Issue is a Fixed Yield Issue or (ii) if clause (i) does not apply, to the extent the earnings thereon in the Bond Year are less than \$100,000.

5.3.2 Six-Month Expenditure Exception. If applicable, no rebate calculations will be required to be made with respect to the Adjusted Gross Proceeds allocable to the Refunding Portion if all such Adjusted Gross Proceeds are expended within six months of the Issue Date.

5.3.3 Eighteen Month Spending Exception. In general, when applicable, no rebate calculations will be required with respect to Adjusted Gross Proceeds of the Nonrefunding Portion if the Eighteen Month Spending Exception is met. The Issuer's spending expectations with respect to the Adjusted Gross Proceeds are included in Exhibit C.

5.3.4 Two Year Spending Exception. The Issuer reasonably expects that at least 75% of Available Construction Proceeds will be expended for Construction Expenditures with respect to the Projects. The Issuer's spending expectations with respect to the Proceeds allocable to the New Money Projects or the Projects, as applicable, are reflected in Exhibit C. In general, when applicable, no rebate calculations will be required with respect to Available Construction Proceeds if Available Construction Proceeds are spent in accordance with the Two Year Spending Exception. Additionally, Proceeds of the Issue that are used to pay Issuance

Costs will be treated, together with all Investment Proceeds thereon, as satisfying the Rebate Requirement if the Two Year Spending Exception is satisfied and all such Issuance Costs are paid within twenty-four months after the Issue Date.

5.4 Rebate Requirement with Respect to the Prior Issues. The Issuer covenants to, and will, pay any Rebate Requirement or Yield Reduction Payments due with respect to the Prior Issues within 60 days from the Computation Date for the respective obligations or, if later, within 60 days of missing one of the relevant spending milestones set forth in 5.3, as required by Section 148(f)(3).

5.5 Rebate Requirement or Yield Reduction Payments with Respect to the Issue. The Issuer covenants to, and will, pay any Rebate Requirement or Yield Reduction Payments due with respect to the Issue within 60 days from the Computation Date for the Issue or, if later, within 60 days of missing one of the spending milestones set forth in 5.3, as required by Section 148(f)(3).

ARTICLE VI. OTHER MATTERS

6.1 Bank Qualification. The Issuer, and all of its subordinate entities, if any, do not reasonably anticipate issuing tax-exempt bonds, notes or other obligations (other than private activity bonds and current refunding bonds to the extent the amount thereof does not exceed the outstanding amount of the obligations to be refunded thereby), as shown in Exhibit D, during calendar year 2023, which, in the aggregate, will exceed \$10,000,000 (including all such obligations issued to date, any portion of the Issue being newly designated on the Issue Date, and all such obligations expected to be issued during the balance of the current calendar year). No entity has been formed by the Issuer or for the benefit of the Issuer in order to avoid the \$10,000,000 limitations in Sections 265(b)(3)(C) and (D).

The Notes are “qualified tax-exempt obligations” for purposes of Section 265(b)(3) and the Proceeds of the Issue are hereby newly designated and/or deemed designated as shown in Exhibit D. The Refunded Notes were designated as “qualified tax-exempt obligations” at the time of issuance thereof. The amount of Proceeds allocable to the payment of the Refunded Notes does not exceed the outstanding amount of the Refunded Notes, the average maturity of the issue of which the Refunded Notes were a part is less than 3 years, and the applicable Refunding Obligations of the Issue have maturity dates that are not later than 30 years after the date that the applicable original qualified tax-exempt obligations were issued. Accordingly, the relevant portion of the Proceeds of the Issue is deemed designated pursuant to Section 265(b)(3)(D)(ii) and as shown in Exhibit D.

6.2 Expectations. The undersigned are authorized representatives of the Issuer acting for and on behalf of the Issuer in executing this Tax Certificate. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances that would materially change the expectations as set forth herein, and said expectations are reasonable.

6.3 Covenant to Comply. The Issuer hereby covenants that it will not take or permit to be taken on its behalf any action or actions that would adversely affect the exclusion from federal income taxation of interest on the Issue and will take or require to be taken such acts as may reasonably be within its ability and as may from time to time be required under applicable law to maintain the exclusion from federal income taxation of interest on the Issue.

6.4 Post Issuance Compliance Procedures. The Issuer has written procedures to monitor compliance with the arbitrage Yield restriction and rebate requirements of Section 148 after the Issue Date. The Issuer also has written procedures to ensure that all Nonqualified Bonds are remediated in accordance with Reg § 1.141-12. Such procedures are substantially in the form attached hereto as Appendix C. The Issuer will monitor the expenditure of Gross Proceeds and the use of facilities financed and/or refinanced by the Issue, and will undertake, if necessary, any available measures under Reg § 1.141-12 to ensure compliance after the Issue Date with the applicable covenants contained herein.

6.5 Record Retention. In order to ensure that interest on the Issue continues to be excluded from gross income for federal tax law purposes, the Issuer acknowledges that records should be maintained to support the representations, certifications, and expectations set forth in this Tax Certificate (including the exhibits hereto) at least until the date three (3) years after the later of (a) the date on which the Issue is retired, or (b) the date on which the last of the Refunding Obligations is retired. In addition to the items described in 5.2, records to be retained include, but are not limited to:

(i) basic records and documents relating to the Issue, and, when applicable, the Prior Issues and any Qualified Equity relating to the Projects;

(ii) documentation evidencing the expenditure of the Proceeds and, when applicable, Proceeds of the Prior Issues;

(iii) documentation evidencing the use of the Projects or any component thereof by public and private sources (i.e., copies of management contracts, research agreements, leases, etc.);

(iv) documentation evidencing all sources of payment or security for the Issue and, when applicable, the Prior Issues;

(v) documentation evidencing compliance with the timing and allocation of expenditures of the Proceeds, and, when applicable, Proceeds of the Prior Issues and any Qualified Equity relating to the Projects; and

(vi) records of all amounts paid to the United States in satisfaction of the Rebate Requirement for the Issue and IRS Forms 8038-T (or successor forms thereto) related to such payments or to Yield Reduction Payments.

6.6 Amendments. Notwithstanding any other provision of this Tax Certificate, the Issuer may amend this Tax Certificate and thereby alter any actions allowed or required by this Tax Certificate if such amendment is signed by an authorized officer and is supported by an Opinion of Bond Counsel.

[Remainder of page intentionally left blank; signature page follows.]

6.7 Survival of Payment or Defeasance. Notwithstanding any provision in this Tax Certificate or in any other agreement or instrument relating to the Issue to the contrary, the obligation to remit the Rebate Requirement, if any, to the United States Department of the Treasury and to comply with all other requirements contained in this Tax Certificate shall survive payment or defeasance of the Issue.

6.8 Execution of Counterparts and Delivery by Electronic Means. This Certificate, as well as any other certificates or documents relating to the Issue (collectively, the “Documents”), may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. Delivery of an executed counterpart of a signature page to a Document by electronic mail in a “.pdf” file or by other electronic transmission shall be as effective as delivery of a manually executed counterpart signature page to such Document. Electronic signatures on any of the Documents shall be deemed original signatures for the purposes of the Documents and all matters relating thereto, having the same legal effect as original signatures.

Dated: June 16, 2023

TOWN OF GREAT BARRINGTON,
MASSACHUSETTS

By: _____
Treasurer

By: _____

Selectboard

APPENDIX A GENERAL DEFINITIONS

For purposes of the Tax Certificate to which this Appendix A is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

501(c)(3) Organization means any entity described in Section 501(c)(3).

Adjusted Gross Proceeds generally means Gross Proceeds, less amounts held in the Bona Fide Debt Service Fund.

Available Construction Proceeds has the meaning set forth in Reg § 1.148-7(i) and generally means all Sale Proceeds reduced by Issuance Costs or, if applicable, all Sale Proceeds allocable to the Nonrefunding Portion, reduced by Issuance Costs allocable to the Nonrefunding Portion financed with Sale Proceeds, plus all Investment Proceeds earned thereon before the earlier of two years after the Issue Date or substantial completion of the New Money Projects or Projects, as applicable. In determining the amount of Available Construction Proceeds as of any date, there shall be included the amount of investment earnings reasonably expected after such date, together with investment earnings actually received or accrued as of such date.

Bona Fide Debt Service Fund has the meaning set forth in Reg § 1.148-1(b) and generally means the Debt Service Fund identified in 3.4.3.

Bond Counsel means Locke Lord LLP or, if applicable, another law firm with a nationally recognized public finance practice.

Bond Notice of Sale means, when applicable, the separate Notice of Sale for the bonds of the Issue.

Bond Purchaser means, when applicable, an entity that purchases the bonds of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Capitalized Interest means interest on the Issue, or, when applicable, a Prior Issue, from the Issue Date to the placed in service date of the Projects, that is properly capitalized in the cost of the Projects under general federal income tax principles.

Code means the Internal Revenue Code of 1986, as amended.

Computation Date has the meaning set forth in Reg § 1.148-3(e) and generally means the date not later than the fifth Bond Year and each five years thereafter and the final maturity date of the Issue, each as applicable.

Construction Expenditures has the meaning set forth in Reg § 1.148-7(g)(1) and generally means capital expenditures that are allocable to the cost of real property or constructed personal property and includes costs of reconstruction and rehabilitation, but does not include costs of acquiring any interest in land or other existing real or personal property.

Controlled Group has the meaning set forth in Reg § 1.150-1(c) and generally means a group of entities controlled directly or indirectly by the same entity or group of entities.

Debt Service Fund means the Debt Service Fund described in Article III.

Deliberate Action has the meaning set forth in Reg § 1.141-2(d)(3) and generally means any action taken by the Issuer that is within its control, but excludes (i) an involuntary or compulsory conversion under Section 1033 or (ii) an action taken in response to a regulatory directive made by the federal government.

Eighteen Month Spending Exception has the meaning set forth in Reg § 1.148-7(d) and generally means Adjusted Gross Proceeds are spent at least as quickly as follows:

15% within six months after the Issue Date

60% within twelve months after the Issue Date

100% within eighteen months after the Issue Date

The requirement that 100% of Adjusted Gross Proceeds be spent within eighteen months after the Issue Date will be met if at least 95% of Adjusted Gross Proceeds is spent within eighteen months and the remainder is held as a Reasonable Retainage, as permitted by contracts with the Issuer's contractors, and such remainder is spent within thirty months after the Issue Date.

Fixed Yield Bond has the meaning set forth in Reg § 1.148-1(b) and generally means any bond whose yield is fixed and determinable on its Issue Date.

Fixed Yield Issue has the meaning set forth in Reg § 1.148-1(b) and generally means any issue of which each bond of the issue is a Fixed Yield Bond.

Funded Interest means interest on the Issue, or, when applicable, a Prior Issue, other than Capitalized Interest, through the later of three years after the Issue Date or one year after the first component of the Projects is placed in service as set forth in Reg § 1.148-6(d)(3)(ii)(A)(3).

General Rule Maturities means, when applicable, those Maturities listed as the general rule maturities in Schedule A to the attached Issue Price Certificate for the Bonds of the Issue or the Notes of the Issue, as applicable.

Governmental Person has the meaning set forth in Reg § 1.141-1(b) and generally means a Governmental Unit.

Governmental Unit means a State or Local Governmental Unit.

Gross Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means all proceeds derived from or relating to the Issue, or, when applicable, a Prior Issue, including Proceeds and Replacement Proceeds.

Guidelines means Reg §1.141-3(b)(4) and Revenue Procedure 2017-13 or any applicable predecessor or successor thereto.

Hold-the-Offering-Price Maturities means, when applicable, those Maturities listed as the hold-the-offering-price maturities in Schedule A to the attached Issue Price Certificate for the Bonds of the Issue or the Notes of the Issue, as applicable.

Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Successful Bidder/Successful Bond Bidder/Successful Note Bidder sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the initial offering price for such Hold-the-Offering-Price Maturity.

Investment Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means earnings received from investing and reinvesting Proceeds and from investing and reinvesting such earnings.

Investment Property has the meaning set forth in Section 148(b)(2) and generally means any security or obligation, any annuity contract, or any other investment-type property, but does not include any Tax-Exempt Bond.

Issuance Costs has the meaning set forth in Reg § 1.150-1(b) and generally means costs, to the extent incurred in connection with, and allocable to, the issuance of the Issue within the meaning of Section 147(g), and includes: underwriters' spread; counsel fees; financial advisory fees; credit rating fees; trustee fees; paying agent fees; bond registrar, certification, and authentication fees; accounting fees; printing costs; public approval process costs; engineering and feasibility study costs; and similar costs.

Issue Date has the meaning set forth in Reg § 1.150-1(b) and generally means the date the Issue, or, when applicable, a Prior Issue, was delivered to the Underwriter or Purchaser thereof and payment was received therefor.

Issue Price has the meaning set forth in Reg § 1.148-1(f) and generally means (i) the Expected Offering Price of a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, (ii) the amount paid by the Purchaser for the Issue, the notes of the Issue, and/or the bonds of the Issue, and/or (iii) the price at which at least 10% of each maturity of the General Rule Maturities were sold by the Successful Bidder/Successful Bond Bidder/Successful Note Bidder, all as set forth in Exhibit A, or, when applicable, the sum of the applicable clauses above.

Maturity means bonds and/or notes of the Issue with the same credit and payment terms. Bonds and/or notes of the Issue with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate maturities.

Minor Portion has the meaning set forth in Section 148(e) and generally means any amount of Gross Proceeds that does not exceed the lesser of (i) 5% of the Proceeds or (ii) \$100,000.

Net Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means the Sale Proceeds allocable to the Nonrefunding Portion, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund pursuant to Section 148(d) or as part of the Minor Portion.

Nongovernmental Person means any Person other than a Governmental Person. Nongovernmental Person includes the United States and any agency or instrumentality of the United States.

Nonpurpose Investment means any Investment Property in which Gross Proceeds are invested that is not a Purpose Investment.

Nonqualified Bonds has the meaning set forth in Reg § 1.141-12(j) and generally means the portion of outstanding bonds of an Issue that, as of the date of a Deliberate Action, would not meet the private business use test in Section 141(b) or the private loan financing test in Section 141(c).

Nonrefunding Portion means, when applicable, the portion of the Issue or the Prior Issue, as applicable, that is not allocable to the Refunding Portion.

Note Notice of Sale means, when applicable, the separate Notice of Sale for the notes of the Issue.

Note Purchaser means, when applicable, an entity that purchases the notes of the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Notice of Sale means the Notice of Sale, or, when applicable, collectively the Bond Notice of Sale and Note Notice of Sale, attached as Attachment 1 to Exhibit B.

Opinion of Bond Counsel means a written opinion of nationally recognized bond counsel, delivered to the Issuer, to the effect that the exclusion from gross income for federal income tax purposes of interest on the Issue will not be adversely affected.

Original Issues means, when applicable, collectively, the portions of the Refunded Bonds and/or Refunded Notes and the issues that were issued to finance the Projects on a “new money” basis and any other obligations all or a portion of which were issued to finance the Projects on a new money basis which have been ultimately refinanced by this Issue.

Person has the meaning set forth in Section 7701(a)(1) and generally includes an individual, trust, estate, partnership, association, company or corporation.

Preliminary Expenditures has the meaning set forth in Reg § 1.150-2(f)(2) and generally means architectural, engineering, surveying, soil testing, Issuance Costs, including, when applicable, Issuance Costs allocable to the Nonrefunding Portion, and similar costs paid with respect to the Projects in an aggregate amount not exceeding 20% of the Issue Price of the Issue, or, when applicable, the Issue Price of the Issue allocable to the Nonrefunding Portion. However, Preliminary Expenditures do not include land acquisition, site preparation or similar costs incident to the commencement of construction.

Prior Issue(s) means, when applicable, individually or collectively, the Original Issues and each series of exclusively current refunding obligations all or a portion of which were thereafter issued to refinance the Original Issues.

Private Business Use has the meaning set forth in Reg § 1.141-3(a) and generally means use (directly or indirectly) in a trade or business carried on by any Nongovernmental Person other than use (i) as a member of, and on the same basis as, the general public or (ii) pursuant to the Guidelines or the Research Guidelines. Any activity carried on by a Nongovernmental Person (other than a natural Person) shall be treated as a trade or business.

Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means Sale Proceeds, Investment Proceeds and Transferred Proceeds of the Issue or, when applicable, a Prior Issue.

Public has the meaning set forth in Reg § 1.148-1(f)(3)(ii) and generally means any Person other than an Underwriter or a Related Party to an Underwriter.

Purchaser means, when applicable, an entity, including a Successful Bidder, that purchases the Issue, or, when applicable, a Prior Issue, for its own account without a present intent to resell.

Purpose Investment has the meaning set forth in Reg § 1.148-1(b) and generally means an investment that is acquired by the Issuer to carry out the governmental purpose of the Issue.

Qualified Equity has the meaning set forth in Reg § 1.141-6(b)(3) and generally means funds that are not derived from proceeds of a Tax-Advantaged Bond.

Qualified Guarantee has the meaning set forth in Reg § 1.148-4(f) and generally means an arrangement that imposes a secondary liability that unconditionally shifts substantially all of the credit risk for all or part of the payments on the Issue to the guarantor under that arrangement.

Qualified Hedge has the meaning set forth in Reg § 1.148-4(h) and generally means a contract entered into by the Issuer with a hedge provider primarily to modify the Issuer's risk of interest rate changes with respect to all or a part of the Issue.

Reasonable Retainage has the meaning set forth in Reg § 1.148-7(h) and generally means an amount, not to exceed 5% of Available Construction Proceeds or Adjusted Gross Proceeds, as applicable, on the date 24 months, or 18 months, as applicable, after the Issue Date, that is retained for reasonable business purposes relating to the Projects, including to ensure or promote compliance with a construction contract.

Rebate Requirement means the amount of rebatable arbitrage with respect to the Issue, computed as of the last day of any Bond Year pursuant to Reg § 1.148-3.

Refunded Bonds means, when applicable, all or the portion of each of the series of bonds being refunded by the Issue, as identified in Appendix B.

Refunded Notes means, when applicable, all or the portion of each of the series of notes being refunded by the Issue, as identified in Appendix B.

Refunding Obligations means a Tax-Advantaged Bond issued to refund any portion of the Issue, including any subsequent Tax-Advantaged Bond in a series of refundings thereof.

Refunding Portion means, when applicable, the portion of the Issue allocable to the refunding of the Refunded Bonds and/or Refunded Notes, together with the portion of the Issue allocable to the financing of a ratable share of Issuance Costs and other common costs of the Issue.

Regulations or Reg means the applicable Treasury Regulations promulgated by the Secretary of the Treasury of the United States under the Code.

Related Party has the meaning set forth in Reg §1.150-1(b) and generally means, in reference to a Governmental Unit or a 501(c)(3) Organization, any member of the same Controlled Group, and in any reference to any other Person, any two or more Persons who have more than fifty percent (50%) common ownership, directly or indirectly.

Replacement Proceeds has the meaning set forth in Reg §1.148-1(c) and generally means amounts that have a sufficiently direct nexus to the Issue or to the governmental purpose of the Issue to conclude that the amounts would have been used for that governmental purpose if the Proceeds of the Issue were not used, and includes a sinking fund, a pledged fund, and other replacement proceeds, each as defined in Reg § 1.148-1(c).

Research Guidelines means Reg §1.141-3(b)(6) and Revenue Procedure 2007-47 or any applicable successor thereto.

Sale Date has the meaning set forth in Reg § 1.150-1(c)(6) and generally means the first day on which there is a binding contract in writing for the sale of a Maturity.

Sale Proceeds has the meaning set forth in Reg § 1.148-1(b) and generally means amounts actually or constructively received from the sale of the Issue, or, when applicable, a Prior Issue.

Signature Certificate means the Signature, No Litigation and Official Statement Certificate or similar certificate prepared by Bond Counsel relating to the Issue or, when applicable, a Prior Issue.

Small Issuer Exception has the meaning set forth in Reg § 1.148-8(a) and generally means that, as of the Issue Date, the Issuer reasonably expects that the aggregate Issue Price of tax-exempt bonds (other than (a) current refunding bonds to the extent the amount thereof does not exceed the outstanding amount of the obligations to be refunded thereby and (b) qualified private activity bonds) issued and to be issued by or on behalf of the Issuer during the current calendar year will not exceed \$5,000,000 except by the lesser of (i) \$10,000,000 or (ii) the aggregate face amount of bonds, in either case attributable to financing the construction of public school facilities, as provided in Section 148(f)(4)(D)(vii). In addition, the Issuer must have the power to impose or to cause the imposition of taxes of general applicability which, when

collected, may be used for the general purposes of the Issuer. The Issuer's power to impose or cause the imposition of such taxes cannot be contingent on approval by any other Governmental Unit. The Issuer cannot form or avail itself of an entity for the purpose of avoiding the volume limitation described above.

State or Local Governmental Unit has the meaning set forth in Reg § 1.103-1(a) and is generally a state or any political subdivision of a state, but excludes the United States and its agencies or instrumentalities.

Successful Bidder(s) means, when applicable, the Successful Bidder(s) set forth in Appendix B.

Successful Bond Bidder means, when applicable, the Successful Bond Bidder set forth in Appendix B.

Successful Note Bidder means, when applicable, the Successful Note Bidder set forth in Appendix B.

Tax-Advantaged Bond has the meaning set forth in Reg § 1.150-1(b) and generally means a tax-exempt bond or a taxable bond that provides a federal tax benefit that reduces the Issuer's borrowing costs.

Tax Certificate means the Tax Certificate to which this Appendix A is attached.

Tax-Exempt Bond means any obligation the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103, other than a "specified private activity bond" within the meaning of Section 57(a)(5)(C), as well as (i) stock in a "regulated investment company" (within the meaning of Section 852) to the extent at least 95 percent of income to the stockholder is treated as interest on Tax-Exempt Bonds and (ii) any demand deposit obligation issued by the United States Department of the Treasury pursuant to Subpart C of 31 CFR Part 344.

Transferred Proceeds has the meaning set forth in Reg § 1.148-9(b) and generally means Proceeds of a Prior Issue that become Proceeds of the Issue under the transferred proceeds allocation rule in Reg § 1.148-9(b).

Two Year Spending Exception has the meaning set forth in Reg § 1.148-7(e) and generally means Available Construction Proceeds are expended at least as quickly as follows:

- 10% within six months after the Issue Date
- 45% within twelve months after the Issue Date
- 75% within eighteen months after the Issue Date
- 100% within twenty-four months after the Issue Date

The requirement that 100% of Available Construction Proceeds be spent within twenty-four months after the Issue Date will be met if at least 95% of Available Construction Proceeds is spent within twenty-four months and the remainder is held as Reasonable Retainage, as permitted by contracts with the Issuer's contractors, and such remainder is spent within thirty-six months after the Issue Date.

Underwriter means (i) any Person, including, when applicable, a Successful Bidder/Successful Bond Bidder/Successful Note Bidder, that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public, and (ii) any Person that agrees pursuant to a written contract directly or indirectly with a Person described in clause (i) of this paragraph to participate in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of such bonds and/or notes of the Issue, or, when applicable, a Prior Issue, to the Public).

Votes means the authorizations for the Issue specified in the Signature Certificate.

Yield has the meaning set forth in Reg § 1.148-4 for an issue and Reg § 1.148-5 for investments, and generally means, as to the Issue, or, when applicable, a Prior Issue, or Investment Property, as applicable, that discount rate which, when used in computing the present value of all unconditionally payable payments representing (i) principal, adjusted, as required, for any substantial discounts or premiums, (ii) interest, including costs of Qualified Guarantees, and (iii) payments or receipts on Qualified Hedges, produces an amount equal to the Issue Price of the Issue, or, when applicable, a Prior Issue, or the purchase price of Investment Property, as appropriate.

Yield Reduction Payment means a "qualified yield reduction payment" to the United States Department of the Treasury that reduces the yield on Investment Property, as set forth in Reg § 1.148-5(c).

APPENDIX B ISSUE SPECIFIC DEFINITIONS

For purposes of the Tax Certificate to which this Appendix B is attached, and the exhibits to the Tax Certificate and any schedules or attachments to those exhibits, the following capitalized terms have the following meanings:

Bond Year means the period beginning on the Issue Date and ending on December 14, 2023, which is the last day on which any notes of the Issue will remain outstanding for federal tax purposes.

Issue Date means, as to the Issue, the date of this Tax Certificate, June 16, 2023.

Municipal Advisor means Hilltop Securities Inc., as municipal advisor to the Issuer in connection with the Issue.

Refunded Notes means the \$3,904,750 General Obligation Bond Anticipation Notes, issued on June 17, 2022 and maturing on June 16, 2023.

Sale Date of the Issue is June 1, 2023.

Sale Proceeds means as to the Issue, the amount of \$7,038,364.09, comprising the stated principal amount of the Issue (\$6,997,290), plus original issue premium thereon in the amount of \$41,074.09.

Successful Bidder means Jefferies LLC.

APPENDIX C
POST-ISSUANCE TAX COMPLIANCE PROCEDURES
TAX-EXEMPT OBLIGATIONS AND OTHER TAX-BENEFITED OBLIGATIONS

I. Introduction

These post-issuance compliance procedures of the Issuer are designed to provide for the effective management of the Issuer's post issuance compliance program for tax-exempt and other tax-benefited obligations in a manner consistent with state and federal laws applicable to such obligations.

II. Post-Issuance Tax Compliance

The Treasurer of the Issuer, or such other designated officer (the "Compliance Officer") shall be the primary bond compliance officer responsible for each issuance by the Issuer of tax-exempt (or otherwise tax-benefited) bonds, notes, financing leases, or other obligations (herein, collectively referred to as "bonds"). All information related to each bond issue and the facilities, equipment and other assets financed by such issue shall be maintained by or on behalf of the Compliance Officer and the actions taken under subsections A through C of this Section II shall be taken by the Compliance Officer or on behalf of the Compliance Officer by such other officers or employees of the Issuer as appropriate.

A. Tax Certificate and Continuing Education

1. **Tax Certificate** – A Tax Certificate is prepared for each issuance of bonds. Immediately upon issuing any bonds, the Compliance Officer, in conjunction with the Issuer's bond counsel and financial advisor, shall review the Tax Certificate and make notes regarding specific compliance issues for such bond issue on the Post-Issuance Compliance Notes form at Exhibit A. The Tax Certificate and Notes shall clearly define the roles and responsibilities relating to the ongoing compliance activities for each bond issue and will identify specific compliance requirements.
2. **Continuing Education** – The Compliance Officer will actively seek out advice of bond counsel on any matters that appear to raise ongoing compliance concerns and may attend or participate in seminars, teleconferences, etc. sponsored by organizations such as the Massachusetts Collector-Treasurer Association and the Massachusetts Government Finance Officers Association that address compliance issues and developments in the public finance bond arena. In addition, national organizations such as the Securities Industry and Financial Markets Association (SIFMA) and the National Association of Bond Lawyers (NABL) offer numerous training opportunities and materials which may be useful to the Compliance Officer.

B. Tax-Exempt Bonds Compliance Monitoring

1. **Restrictions against Private Use** – The Compliance Officer will continuously monitor the expenditure of bond proceeds and the use of facilities or equipment financed or refinanced with bonds to ensure compliance with Section 141 of the Internal Revenue

Code (the “Code”) which generally establishes limitations on the use of bond-financed facilities by non-state or local governmental entities, such as individuals using bond-financed assets on a basis other than as a member of the general public, corporations and the federal government and its agencies and instrumentalities.

a. Use of Bond Proceeds – The Compliance Officer will monitor and maintain records with respect to expenditures to ensure that bond proceeds are being used on capital expenditures for governmental purposes in accordance with the bond documents and document the allocation of all bond proceeds. Such monitoring is required not only for tax-exempt bonds, but also for tax credit bonds.

b. Use of the Bond-Financed Facility or Equipment

i. Equipment assets financed with bonds will be listed in a schedule for each bond issue, which schedule may be included in the Tax Certificate. Equipment assets generally are not to be disposed of prior to the earlier of (a) the date the bonds and all subsequent refundings of such bonds are fully paid, or (b) the end of the useful life of such equipment. The Compliance Officer will maintain the list of all bond-financed equipment for each bond issue, together with the equipment’s expected useful life.

ii. Constructed or acquired assets financed with bonds – In order to ensure that assets constructed or acquired using bond proceeds, such as infrastructure assets, are not leased, sold or disposed of prior to the end of the term of the bonds and of all subsequent refundings of such bonds:

- Any asset constructed or acquired with bond proceeds shall be flagged in the Issuer’s records, and
- These projects will be monitored by the Compliance Officer.

iii. If there is any proposal to change the use of a bond-financed facility from a governmental purpose to a use in which a private entity may have the use or benefit of such a facility on a basis that is different from the rest of the general public, the Compliance Officer will consult with bond counsel prior to the occurrence of the proposed change in use.

2. Qualification for Initial Temporary Periods and Compliance with Restrictions against Hedge Bonds

a. Expectations as to Expenditure of “New Money” Bond Proceeds

i. In order to qualify under the arbitrage rules for an initial temporary period of 3 years for “new money” issues during which bond proceeds can be invested without regard to yield (but potentially subject to rebate), the Issuer must reasonably expect to spend at least 85% of “spendable proceeds” by the end of the temporary period. In general under Code Section 149, in order to avoid classification of an issue of bonds as “hedge bonds,” the Issuer must both (x) reasonably expect to spend 85% of the “spendable proceeds” of the bond issue within the 3 year period beginning on the date the bonds are issued and (y)

invest not more than 50% of the proceeds of the issue in investments having a substantially guaranteed yield for 4 years or more. These expectations have been documented for the Issuer's outstanding bond issues in the tax certificates executed in connection with each bond issue.

- ii. If, for any reason, the Issuer's expectations concerning the period over which the bond proceeds are to be expended change from what was documented in the applicable tax certificate, the Compliance Officer will consult with bond counsel.

b. Project Draw Schedule Compliance Monitoring – While there are unspent proceeds of a bond issue, the Compliance Officer will compare and analyze the original anticipated project draw schedule and the actual expenditure payouts and reimbursements on each bond-financed project on an annual or more frequent basis. The purpose of this analysis is to determine the variances from the original expected draw schedule for each project and to document the reasons for these variances to provide a continual record on the spending progress of each bond-financed project. Factors relevant to the analysis include unexpected delays in the project timelines, extreme weather, contract time extensions due to unexpected events, supplemental agreements and any other factor with a potential to impact the progress or completion of the projects. Generally, there should be no effect on the tax-exempt status of the bonds under either the temporary period rules or the hedge bond rules if the actual disbursements do not meet the original project draw schedule, unless circumstances surrounding the actual events cast doubt on the reasonableness of the stated expectations on the issuance date. Therefore, it is important for the Compliance Officer to update the progress of each project at least annually, and consult with bond counsel as to any variance from the original schedule.

c. Bond Proceeds Expenditure Schedule Compliance Monitoring – While there are unspent proceeds of bonds, the Compliance Officer will compare and analyze the bond proceeds expenditure schedule and the actual investment earnings on each project on an annual or more frequent basis. The purpose of this analysis is to determine any variances from the expected expenditure schedule and to document the reasons for these variances.

3. Arbitrage Rebate Compliance

a. Bonds may lose their tax-favored status, retroactive to the date of issuance, if they do not comply with the arbitrage restrictions of section 148 of the Code. Two general sets of requirements under the Code must be applied in order to determine whether governmental bonds are arbitrage bonds: the yield restriction requirements of section 148(a) and the rebate requirements of section 148(f).

b. Yield Restriction Requirements – The yield restriction requirements provide, in general terms, that gross proceeds of a bond issue may not be invested in investments earning a yield higher than the yield of the bond issue, except for investments (i) during one of the temporary periods permitted under the regulations (including the

initial three year temporary period described above), (ii) in a reasonably required reserve or replacement fund or (iii) in an amount not in excess of the lesser of 5% of the sale proceeds of the issue or \$100,000 (the “minor portion”). Under limited circumstances, the yield on investments subject to yield restriction can be reduced through payments to the IRS known as “yield reduction payments.” The Tax Certificate will identify those funds and accounts associated with a particular issue of bonds known, as of the date of issuance, to be subject to yield restriction.

c. Rebate Requirements

- i. If, consistent with the yield restriction requirements, amounts treated as bond proceeds are permitted to be invested at a yield in excess of the yield on the bonds (pursuant to one of the exceptions to yield restriction referred to above), rebate payments may be required to be made to the U.S. Treasury. Under the applicable regulations, the aggregate rebate amount is the excess of the future value of all the receipts from bond funded investments over the future value of all the payments to acquire such investments. The future value is computed as of the computation date using the bond yield as the interest factor. At least 90% of the rebate amount calculated for the first computation period must be paid no later than 60 days after the end of the first computation period. The amount of rebate payments required for subsequent computation periods (other than the final period) is that amount which, when added to the future value of prior rebate payments, equals at least 90% of the rebate amount. For the final computation period, 100% of the calculated amount must be paid. Rebate exceptions and expectations are documented for each bond issue in the tax certificate executed at the time of such bond issue.
- ii. **While there are unspent proceeds of bonds, the Issuer will engage an experienced independent rebate analyst to annually calculate any rebate that may result for that year and annually provide a rebate report to the Compliance Officer. Bond counsel can assist with referrals to qualified rebate analysts.**

d. Timing of Rebate Payments

The Compliance Officer will work with the rebate analyst to ensure the proper calculation and payment of any rebate payment and/or yield-reduction payment at the required time:

- i. First installment due no later than 60 days after the end of the fifth anniversary of each bond issuance;
- ii. Succeeding installments at least every five years;

- iii. Final installment no later than 60 days after retirement of last bond in the issue.¹

4. Refunding Requirements

- a. **Refunded Projects** – The Compliance Officer will maintain records of all bond financed assets for each bond issue, including assets originally financed with a refunded bond issue.
- b. **Yield Restriction** – The Compliance Officer will work with its financial advisor and bond counsel to maintain records of allocation of bond proceeds for current and advance refundings of prior bond issues to ensure that such bond proceeds are expended as set forth in the applicable tax certificate executed at the time the refunding bonds are issued. Any yield restricted escrows will be monitored for ongoing compliance.

C. Record Retention

1. Section 6001 of the Code provides the general rule for the proper retention of records for federal tax purposes. The IRS regularly advises taxpayers to maintain sufficient records to support their tax deductions, credits and exclusions. In the case of a tax-exempt bond transaction, the primary taxpayers are the bondholders. In the case of other tax benefited bonds, such as “build America bonds” or “recovery zone economic development bonds”, the Issuer will be treated as the taxpayer. In order to ensure the continued exclusion of interest to such bondholders, it is important that the Issuer retain sufficient records to support such exclusion.
2. **In General**
 - a. All records associated with any bond issue shall be stored electronically or in hard copy form at the Issuer’s offices or at another location conveniently accessible to the Issuer.
 - b. The Compliance Officer will ensure that the Issuer provides for appropriate storage of these records.
 - c. If storing documents electronically, the Issuer shall conform with Rev. Proc. 97-22, 1997-1 C.B. 652 (as the same may be amended, supplemented or superseded), which provides guidance on maintaining books and records by using an electronic storage system. Bond counsel can furnish a copy of this Revenue Procedure if needed.

¹ Generally, rebate payments must be paid not later than 60 days after retirement of the last bond in the issue.

3. **Bonds** – Unless a longer period of time is required by state law, the Issuer shall maintain the bond record as defined in this section for the longer of the life of the bonds plus 3 years or the life of refunding bonds (or series of refunding bonds) which refunded the bonds plus 3 years. The bond record shall include the following documents:

a. Pre-Issuance Documents

- i. Guaranteed Investment Contracts (“GICs”) and Investments (other than Treasury’s State and Local Government Series Securities, “SLGs”)** – If applicable, the Compliance Officer shall retain all documentation regarding the procurement of each GIC or other investment acquired on or before the date of bond issuance, including as applicable the request for bids, bid sheets, documentation of procurement method (i.e., competitive vs. negotiated), etc. If investments other than SLGs are used for a defeasance escrow, the documentation should include an explanation of the reason for the purchase of open market securities and documentation establishing the fair value of the securities and compliance with safe harbor bidding rules. If SLGs are purchased, a copy of the final subscription shall be maintained.
- ii. Project Draw Schedule** – The Compliance Officer shall retain all documentation and calculations relating to the draw schedule used to meet the “reasonable expectations” test and use of proceeds tests (including copies of contracts with general and sub-contractors or summaries thereof).
- iii. Issue Sizing** – The Compliance Officer shall maintain a copy of all financial advisor’s or underwriter’s structuring information.
- iv. Bond Insurance** – If procured by the Issuer, the Compliance Officer shall maintain a copy of insurance quotes and calculations supporting the cost benefit of bond insurance, if any.
- v. Costs of Issuance documentation** – The Compliance Officer shall retain all invoices, payments and certificates related to costs of issuance of the bonds.

- b. Issuance Documents** – The Compliance Officer shall retain the bound bond transcript delivered from bond counsel.

c. Post-Issuance Documents

- i. Post-Issuance Guaranteed Investment Contracts and Investments (Other than SLGs)** – the Compliance Officer shall retain all documentation regarding the procurement of any GIC or other investment acquired after bond issuance, including as applicable the request for bids, bid sheets, documentation of procurement method (i.e., competitive vs. negotiated), etc. If investments other than SLGs are used for a defeasance escrow, the documentation should include an

explanation of the reason for the purchase of open market securities and documentation establishing the fair value of the securities and compliance with safe harbor bidding rules.

- ii. **Records of Investments** shall be retained by the Compliance Officer.
- iii. **Investment Activity Statements** shall be retained by the Compliance Officer.
- iv. **Records of Expenditures** – The Compliance Officer shall maintain or shall cause to be maintained all invoices, etc. relating to equipment purchases and constructed or acquired projects, either electronically or in hard copy.
- v. **Records of Compliance**
 - **Qualification for Initial Temporary Periods and Compliance with Restrictions against Hedge Bond Documentation** – The Compliance Officer shall prepare the annual analysis described in Section II(B)(2) above and maintain these records.
 - **Arbitrage Rebate Reports** may be prepared by the Compliance Officer or a third party as described in section II (B)(3) of this document and retained by the Compliance Officer.
 - **Returns and Payment** – Shall be prepared at the direction of the Compliance Officer and filed as described in Section II(B)(3) of this document.
 - **Contracts under which any bond proceeds are spent (consulting engineering, acquisition, construction, etc.)** – The Compliance Officer shall obtain copies of these contracts and retain them for the bond record.

d. General

- i. **Audited Financial Statements** – The Compliance Officer will maintain copies of the Issuer’s annual audited Financial Statements.
- ii. **Reports of any prior IRS Examinations** – The Compliance Officer will maintain copies of any written materials pertaining to any IRS examination of the Issuer’s bonds.

III. Voluntarily Correcting Failures to Comply with Post-Issuance Compliance Activities

If, in the effort to exercise due diligence in complying with applicable federal tax laws, a potential violation is discovered, the Issuer may address the violation through the applicable method listed below. The Issuer should work with its bond counsel to determine the appropriate way to proceed.

A. Taking remedial actions as described in Section 141 of the Internal Revenue Code

B. Utilizing the Voluntary Closing Agreement Program (VCAP) – Section 7.2.3 of the Internal Revenue Manual establishes the voluntary closing agreement program for tax-exempt

bonds (TEB VCAP) whereby issuers of tax-exempt bonds can resolve violations of the Internal Revenue Code through closing agreements with the Internal Revenue Service.

IV. Post Issuance Tax Compliance Procedures Review

The Compliance Officer shall review these procedures at least annually, and implement revisions or updates as deemed appropriate, in consultation with bond counsel.

EXHIBIT A

\$6,997,290

**Town of Great Barrington, Massachusetts
General Obligation Bond Anticipation Notes
Dated June 16, 2023**

ISSUE PRICE CERTIFICATE AND RECEIPT

The undersigned, on behalf of the Successful Bidder, hereby certifies as set forth below with respect to the sale of the above-captioned obligations (“Issue”) of the Issuer. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit A is attached.

1. Reasonably Expected Initial Offering Price.

(a) As of the Sale Date, the reasonably expected initial offering price of the notes of the Issue to the Public by the Successful Bidder is the price listed in Schedule A (“Expected Offering Price”). The Expected Offering Price is the price for the notes of the Issue used by the Successful Bidder in formulating its bid to purchase the Issue. Reflected in Schedule B is a true and correct representation of the bid provided by the Successful Bidder to purchase the notes of the Issue.

(b) The Successful Bidder was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Successful Bidder constituted a firm offer to purchase the notes of the Issue.

2. Receipt. The Successful Bidder hereby acknowledges receipt of the notes of the Issue from the Issuer and further acknowledges receipt of all certificates, opinions and other documents required to be delivered to the Successful Bidder, before or simultaneously with the delivery of such notes of the Issue, which certificates, opinions and other documents are satisfactory to the Successful Bidder.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Successful Bidder’s interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Issue.

Dated: June 16, 2023

JEFFERIES LLC

By: _____
Name:
Title:

SCHEDULE A TO EXHIBIT A

EXPECTED INITIAL OFFERING PRICE TO THE PUBLIC

Town of Great Barrington, Massachusetts
\$6,997,290 General Obligation Bond Anticipation Notes
Dated June 16, 2023

Pricing Summary

| Maturity | Type of Bond | Coupon | Yield | Maturity Value | Price | Dollar Price |
|------------|--------------|--------|--------|----------------|----------|----------------|
| 12/14/2023 | Serial Note | 5.000% | 3.790% | 6,997,290.00 | 100.587% | 7,038,364.09 |
| Total | - | - | - | \$6,997,290.00 | - | \$7,038,364.09 |

SCHEDULE B TO EXHIBIT A
SUCCESSFUL BIDDER'S BID

Jefferies LLC - New York , NY's Bid



Great Barrington (Town)
\$6,997,290 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$6,997,290.00, we will pay you \$7,036,264.90, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

| Maturity Date | Amount \$ | Coupon % | Yield % | Dollar Price |
|---------------|-----------|----------|---------|--------------|
| 12/14/2023 | 6,997.29M | 5.0000 | 3.7900 | 100.587 |

Bid: 100.557000
Premium: \$38,974.90
Net Interest Cost: \$134,013.66
NIC: 3.873483
Time Last Bid Received On:06/01/2023 10:25:05 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Jefferies LLC, New York , NY
Contact: Dan Kiley
Title:
Telephone:212-336-7163
Fax:

Issuer Name: Town of Great Barrington Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

EXHIBIT B

\$6,997,290

Town of Great Barrington, Massachusetts
General Obligation Bond Anticipation Notes
Dated June 16, 2023

CERTIFICATE OF THE MUNICIPAL ADVISOR

The undersigned, on behalf of the Municipal Advisor, has assisted the Issuer in soliciting and receiving bids from potential underwriters in connection with the sale of the notes of the Issue in a competitive bidding process in which bids were requested for the purchase of such notes at specified written terms set forth in the Notice of Sale, a copy of which is attached to this certificate as Attachment 1. Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Tax Certificate to which this Exhibit B is attached. The competitive sale requirements (as defined in the Notice of Sale) for the notes of the Issue were met. The Municipal Advisor further advises as follows:

1. The notes of the Issue were offered for sale at specified written terms more particularly described in the Notice of Sale, which was distributed to potential bidders.

2. The Notice of Sale was disseminated electronically through PARITY on May 24, 2023. The method of distribution of the Notice of Sale is regularly used for purposes of disseminating notices of sale of new issuances of municipal bonds, and notices disseminated in such manner are widely available to potential bidders.

3. To the knowledge of the Municipal Advisor, all bidders were offered an equal opportunity to bid to purchase the notes of the Issue so that, for example, if the bidding process afforded any opportunity for bidders to review other bids before providing a bid, no bidder was given an opportunity to review other bids that was not equally given to all other bidders (that is, no exclusive "last-look").

4. The Issuer received bids for the notes of the Issue from at least three Underwriters who represented that they have established industry reputations for underwriting new issuances of municipal bonds. Based upon the Municipal Advisor's knowledge and experience in acting as the Municipal Advisor for other municipal issues, the Municipal Advisor believes those representations to be accurate. Copies of any written bids received are attached to this certificate as Attachment 2. Bids not reflected in Attachment 2, if any, were received by telephone rather than in writing.

5. The winning bidder for the notes of the Issue was the Successful Bidder, whose bid was determined to be the best conforming bid in accordance with the terms set forth in the Notice of Sale, as shown in the bid comparison attached as Attachment 3 to this certificate. The Issuer awarded the notes of the Issue to the Successful Bidder.

6. The Yield on the Issue is 3.7909552% as shown on the attached Schedule A.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Municipal Advisor's interpretation of any laws, including specifically Sections 103 and 148 and the Regulations thereunder.

[Remainder of page intentionally left blank; signature page follows.]

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate to which this certificate is attached and with respect to compliance with the federal income tax rules affecting the Issue, and by Locke Lord LLP in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, in the preparation of the Internal Revenue Service Form 8038-G, and in providing other federal income tax advice that it may give to the Issuer from time to time relating to the Issue. The Issuer and Locke Lord LLP may also rely on the foregoing information for purposes of determining compliance with Section 21A of Chapter 44 of the Massachusetts General Laws, if applicable. No other Persons may rely on the representations set forth in this certificate without the prior written consent of the Municipal Advisor.

Dated: June 16, 2023

HILLTOP SECURITIES INC.

By: _____
Name:
Title:

ATTACHMENT 1 TO EXHIBIT B
NOTICE OF SALE

ATTACHMENT 2 TO EXHIBIT B
COPIES OF WRITTEN BIDS RECEIVED

Jefferies LLC - New York , NY's Bid



Great Barrington (Town)
\$6,997,290 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$6,997,290.00, we will pay you \$7,036,264.90, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

| Maturity Date | Amount \$ | Coupon % | Yield % | Dollar Price |
|---------------|-----------|----------|---------|--------------|
| 12/14/2023 | 6,997.29M | 5.0000 | 3.7900 | 100.587 |

Bid: 100.557000
Premium: \$38,974.90
Net Interest Cost: \$134,013.66
NIC: 3.873483
Time Last Bid Received On:06/01/2023 10:25:05 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Jefferies LLC, New York , NY
Contact: Dan Kiley
Title:
Telephone:212-336-7163
Fax:

Issuer Name: Town of Great Barrington Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

Piper Sandler & Co - New York , NY's Bid



Great Barrington (Town)
\$6,997,290 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$6,997,290.00, we will pay you \$7,064,813.85, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

| Maturity Date | Amount \$ | Coupon % | Yield % | Dollar Price |
|---------------|-----------|----------|---------|--------------|
| 12/14/2023 | 6,997.29M | 6.0000 | 3.6000 | 101.165 |

Bid: 100.965000
Premium: \$67,523.85
Net Interest Cost: \$140,062.42
NIC: 4.048315
Time Last Bid Received On:06/01/2023 10:42:29 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Piper Sandler & Co, New York , NY
Contact: Christopher DiCerbo
Title: Underwriter
Telephone:212-284-9387
Fax: 212-284-9411

Issuer Name: Town of Great Barrington Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

BNYMellon Capital Markets - Pittsburgh , PA's Bid



Great Barrington (Town)
\$6,997,290 General Obligation Bond Anticipation Notes

For the aggregate principal amount of \$6,997,290.00, we will pay you \$7,021,117.87, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

| Maturity Date | Amount \$ | Coupon % | Yield % | Dollar Price |
|---------------|-----------|----------|---------|--------------|
| 12/14/2023 | 6,997.29M | 5.0000 | 4.2000 | 100.387 |

Bid: 100.340530
Premium: \$23,827.87
Net Interest Cost: \$149,160.69
NIC: 4.311288
Time Last Bid Received On:06/01/2023 10:44:54 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: BNYMellon Capital Markets, Pittsburgh , PA
Contact: Luke Guglielmo
Title: Trader
Telephone:212-815-2655
Fax:

Issuer Name: Town of Great Barrington Company Name: _____

Accepted By: _____ Accepted By: _____

Date: _____ Date: _____

ATTACHMENT 3 TO EXHIBIT B

BID COMPARISON

Town of Great Barrington, Massachusetts

\$6,997,290 General Obligation Bond Anticipation Notes

Sale Date: 6/1/2023
 Dated Date: 6/16/2023
 Delivery Date: 6/16/2023
 Due Date: 12/14/2023
 Days Per Year: 360
 Day Count: 178
 Bank Qualified: Yes
 Rating: None



| Bidder | Underwriter | Principal | Coupon Rate | Premium | Interest | Net Interest | NIC | Prorata Premium | Prorata Interest | Award | Reoffering Yield |
|-----------------------------|-------------|-------------|-------------|-------------|--------------|--------------|---------|--------------------|---------------------|--------------------|------------------|
| Jefferies LLC | * | \$8,997,290 | 5.00% | \$38,974.90 | \$172,988.56 | \$134,013.66 | 3.8735% | \$38,974.90 | \$172,988.56 | \$6,997,290 | 3.79% |
| Piper Sandler & Co. | * | \$8,997,290 | 6.00% | \$67,523.85 | \$207,586.27 | \$140,062.42 | 4.0483% | | | | |
| BNYMellon Capital Markets | * | \$8,997,290 | 5.00% | \$23,827.87 | \$172,988.56 | \$149,160.69 | 4.3113% | | | | |
| Greenfield Cooperative Bank | | \$2,000,290 | 4.96% | \$5,538.58 | \$49,056.00 | \$43,517.42 | 4.4000% | | | | |
| PeoplesBank | | \$2,000,290 | 6.00% | \$5,500.80 | \$59,341.94 | \$53,841.14 | 5.4438% | | | | |
| Award Totals | | | | | | | | \$38,974.90 | \$172,988.56 | \$6,997,290 | |

Weighted Average Net Interest Cost: 3.8735%

SCHEDULE A TO EXHIBIT B
PROOF OF YIELD ON THE ISSUE

Town of Great Barrington, Massachusetts
\$6,997,290 General Obligation Bond Anticipation Notes
Dated June 16, 2023

Proof of Bond Yield @ 3.7909552%

| Date | Cashflow | PV Factor | Present Value | Cumulative PV |
|------------|----------------|------------|----------------|---------------|
| 06/16/2023 | - | 1.0000000x | - | - |
| 12/14/2023 | 7,170,278.56 | 0.9816026x | 7,038,364.09 | 7,038,364.09 |
| Total | \$7,170,278.56 | - | \$7,038,364.09 | - |

Derivation Of Target Amount

| | |
|---------------------------------------|----------------|
| Par Amount of Bonds..... | \$6,997,290.00 |
| Reoffering Premium or (Discount)..... | 41,074.09 |
| Original Issue Proceeds..... | \$7,038,364.09 |

EXHIBIT C

SPENDING SCHEDULE

| Renewal Money Purpose | This Issue | Spent to Date 6/17/2023 | Spent by Original Issue Date - 6/17/2023 | Spent By 6/17/2023 | Spent By 12/17/2023 | Spent By 6/17/2024 |
|---|-------------|---------------------------|--|--------------------|---------------------|--------------------|
| Stormwater Systems (25541-58922) | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$150,000 | \$150,000 |
| Building Improvements (32200) | \$100,000 | \$100,000 | \$0 | \$0 | \$100,000 | \$100,000 |
| Division St Bridge Repairs (32205-58903) | \$1,700,000 | \$1,700,000 | \$362,692 | \$1,700,000 | \$1,700,000 | \$1,700,000 |
| Christian Hill Culvert (32205-58903) | \$100,000 | \$100,000 | \$0 | \$3,856 | \$100,000 | \$100,000 |
| Town Hall Elevator Rebuild (32465-58907) | \$60,000 | \$60,000 | \$0 | \$10,000 | \$60,000 | \$60,000 |
| Town Hall Improvements (32465-58904) | \$10,000 | \$10,000 | \$0 | \$10,000 | \$10,000 | \$10,000 |
| Engineering (32476-58991) | \$100,000 | \$100,000 | \$51,427 | \$72,121 | \$100,000 | \$100,000 |
| Street Improvements (32476-58905) | \$800,000 | \$800,000 | \$536,940 | \$687,008 | \$800,000 | \$800,000 |
| Bechtel (32495) | \$145,450 | \$145,450 | \$145,450 | \$145,450 | \$145,450 | \$145,450 |
| Truck Lift (32500) | \$79,500 | \$79,500 | \$79,500 | \$79,500 | \$79,500 | \$79,500 |
| Sidewalk Prow (32505) | \$124,300 | \$124,300 | \$124,300 | \$124,300 | \$124,300 | \$124,300 |
| Police Station Generator (32509) | \$40,000 | \$1,392 | \$0 | \$1,392 | \$40,000 | \$40,000 |
| Engineering (32530) | \$200,000 | \$200,000 | \$96,475 | \$183,351 | \$200,000 | \$200,000 |
| Sewer System Maintenance Plan (31578) | \$185,500 | \$118,600 | \$0 | \$118,600 | \$185,500 | \$185,500 |
| Sewer Mainline Rehabilitation (31573) | \$100,000 | \$100,000 | \$0 | \$0 | \$100,000 | \$100,000 |
| Total | \$3,904,750 | \$3,716,342 | \$1,411,394 | \$3,177,688 | \$3,769,242 | \$3,894,750 |
| New Money Purpose | This Issue | Date of First Expenditure | Spent by Original Issue Date - 6/17/2023 | Spent By 6/17/2023 | Spent By 12/17/2023 | Spent By 6/17/2024 |
| Stormwater Systems (25541-58922) | \$105,000 | 11/23/22 | \$103,814 | \$105,000 | \$105,000 | \$105,000 |
| Building Improvements (32200) | \$125,000 | 04/06/23 | \$18,026 | \$65,000 | \$100,000 | \$125,000 |
| Division St Bridge Repairs (32205-58903) | \$203,000 | 11/23/22 | \$203,000 | \$203,000 | \$203,000 | \$203,000 |
| Christian Hill Culvert (32205-58903) | \$60,000 | 01/04/23 | \$53,200 | \$60,000 | \$60,000 | \$60,000 |
| Town Hall Improvements (32465-58904) | \$10,000 | 11/09/22 | \$9,090 | \$10,000 | \$10,000 | \$10,000 |
| Street Improvements (32476-58905) | \$130,000 | 09/01/23 | \$30,987 | \$75,000 | \$100,000 | \$130,000 |
| Police Station Generator (32509) | \$14,170 | N/A | \$0 | \$14,170 | \$14,170 | \$14,170 |
| Engineering (32530) | \$100,000 | 04/06/23 | \$16,840 | \$50,000 | \$100,000 | \$100,000 |
| Sewer Mainline Rehabilitation (31573) | \$31,000 | 04/26/23 | \$30,983 | \$31,000 | \$31,000 | \$31,000 |
| Various Building Improvements 1 (32500/32105) | \$100,000 | 03/08/23 | \$56,665 | \$75,000 | \$100,000 | \$100,000 |
| Bridge Repairs (32470-58904) | \$55,000 | N/A | \$0 | \$10,000 | \$50,000 | \$55,000 |
| Ticket Kiosk, Traffic Sign, (32310) | \$250 | 08/11/23 | \$244 | \$250 | \$250 | \$250 |
| Street, Bridge and Senior Center Parking Improvements Engineering (32505-58901/58903) | \$227,000 | 09/28/22 | \$141,917 | \$175,000 | \$227,000 | \$227,000 |
| Sidewalk and Street Improvements (32565-58902/58908) | \$1,190,000 | 10/26/22 | \$769,808 | \$900,000 | \$1,190,000 | \$1,190,000 |
| Building & Ground Improvements (Remodel Library and Town Hall) (32505-58907) | \$354,000 | N/A | \$0 | \$200,000 | \$350,000 | \$350,000 |
| Highway Truck with Snowplow Package (32556) | \$166,950 | N/A | \$0 | \$166,950 | \$166,950 | \$166,950 |
| Roadside Mower (32551) | \$47,495 | N/A | \$0 | \$47,495 | \$47,495 | \$47,495 |
| Park Improvements (32170) | \$46,500 | 12/07/22 | \$32,481 | \$46,500 | \$46,500 | \$46,500 |
| Watermain Encroachment Studies (31590) | \$13,270 | 05/01/23 | \$739 | \$10,000 | \$13,270 | \$13,270 |
| 2023 Pressure Sewer Check (31596) | \$109,300 | 05/10/23 | \$109,292 | \$109,300 | \$109,300 | \$109,300 |
| Total | \$3,092,540 | | \$1,567,244 | \$2,209,415 | \$2,607,540 | \$3,092,540 |

EXHIBIT D

TAX-EXEMPT OBLIGATIONS – CALENDAR YEAR 2023

| Actual/ Expected Issue Date | Type (Bond Anticipation Notes, Bonds, Lease- Purchase Agreement, State Aid Anticipation Note, Revenue Anticipation Note, or other obligations) | Maturity | Total Par | Offering Premium to be Designated in the Current Calendar Year | Current Refunding not Amount to Amount Limited or Otherwise to be Designated in the Current Calendar Year | Amount Issued and to be Issued in the Current Calendar Year as Bank Qualified Obligations: | | Amount Not Designated in Current Calendar Year as Bank Qualified Obligations: | |
|-----------------------------------|--|------------|--------------|--|---|---|--|---|-----------|
| | | | | | | New Money | Amount to amount limited Current Refunding of Obligations (deemed designated) | | New Money |
| 06/16/2023 | Bond Anticipation Notes | 12/14/2023 | \$6,997,290 | \$0 | \$0 | \$3,092,540 | \$3,904,750 | \$0 | \$0 |
| 12/14/2023 | (1) | (1) | \$6,997,290 | \$0 | \$0 | \$0 | \$6,997,290 | \$0 | \$0 |
| (1)/(1)/23 | (1) | (1) | \$6,000,000 | (1) | \$0 | \$6,000,000 | \$0 | \$0 | \$0 |
| TOTALS: | | | \$19,994,580 | (1) | \$0 | \$9,092,540 | \$10,902,040 | \$0 | \$0 |

(1) To be determined.

(Please Note: The following certificate is an essential part of the permanent record and creates ongoing obligations of the Issuer. Please read it carefully before signing. Advise Locke Lord LLP of any inaccuracy.)

SIGNIFICANT EVENTS DISCLOSURE CERTIFICATE

This Significant Events Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Town of Great Barrington, Massachusetts (the “Issuer”) in connection with the issuance of \$6,997,290 General Obligation Bond Anticipation Notes dated June 16, 2023 (the “Notes”). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Notes and in order to assist the Participating Underwriter in complying with the Rule.

SECTION 2. Definitions. For purposes of this Disclosure Certificate the following capitalized terms shall have the following meanings:

“Listed Events” shall mean any of the events listed in Section 3(a) of this Disclosure Certificate.

“MSRB” shall mean the Municipal Securities Rulemaking Board as established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Certificate. Filing information relating to the MSRB is set forth in Exhibit A attached hereto.

“Obligated Person” shall mean the Issuer.

“Owners of the Notes” shall mean the registered owners, including beneficial owners, of the Notes.

“Participating Underwriter” shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

“Rule” shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Reporting of Significant Events.

(a) The Issuer shall give notice, in accordance with the provisions of this Section 3, of the occurrence of any of the following events with respect to the Notes:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material events affecting the tax status of the Notes.
7. Modifications to rights of the Owners of the Notes, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the Notes, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person.*
13. The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.
15. Incurrence of a financial obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Obligated Person, any of which affect Owners of the Notes, if material.†

* As noted in the Rule, this event is considered to occur when any of the following occur: (i) the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or (ii) the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

† For purposes of event numbers 15 and 16 in Section 3(a) of this Disclosure Certificate, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” excludes municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Obligated Person, any of which reflect financial difficulties.[†]

(b) Upon the occurrence of a Listed Event, the Issuer shall, in a timely manner not in excess of ten (10) business days after the occurrence of the event, file a notice of such occurrence with the MSRB.

SECTION 4. Transmission of Information and Notices. Unless otherwise required by law, all notices, documents and information provided to the MSRB shall be provided in electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 5. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or payment in full of all of the Notes.

SECTION 6. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate the sole remedy under this Disclosure Certificate shall be an action for specific performance of the Issuer's obligations hereunder and not for money damages in any amount. Any failure by the Issuer to comply with any provision of this Disclosure Certificate shall not constitute a default with respect to the Notes.

SECTION 7. Amendment. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is permitted by the Rule, as evidenced by an opinion of counsel expert in federal securities law (which may also include bond counsel to the Issuer) to the effect that such amendment or waiver would not cause this Disclosure Certificate to violate the Rule.

[Remainder of page intentionally left blank; signature page follows.]

SECTION 8. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Owners of the Notes from time to time, and shall create no rights in any other person or entity.

Date: June 16, 2023

TOWN OF GREAT BARRINGTON,
MASSACHUSETTS

By: _____
Treasurer

Selectboard

EXHIBIT A

Filing information relating to the Municipal Securities Rulemaking Board is as follows:

Municipal Securities Rulemaking Board

<http://emma.msrb.org>

133230868v.1

EXECUTIVE SUMMARY

TITLE: Housatonic Water Works – Financial Relief for Housatonic Residents and Businesses

BACKGROUND: The Housatonic Water Works Co. (HWW) is a privately owned utility, regulated by the Massachusetts Department of Public Utilities (DPU) and the Massachusetts Department of Environmental Protection (DEP). HWW serves roughly 1,400 residential and commercial customers through 849 service connections in the Village of Housatonic and portions of Stockbridge and West Stockbridge.

Thanks to the efforts of Representative Pignatelli and Senator Hinds, Great Barrington will receive a total of \$250,000 in relief funding that Chapter 268 of the Acts of 2022 included. In December of 2022, we submitted an application to DEP requesting a transfer of that funding and expect it to become available very soon.

While we await the arrival of this funding, the Selectboard should begin to strategize how it would like to proceed with providing relief to HWW customers.

Staff considered a few options including providing 5-gallon water jugs to residents during the most challenging summer weeks/months when manganese levels tend to spike, purchasing and providing a water filling station for residents, and providing small grants to property owners for the installation of water filtration systems.

RECOMMENDATION: After careful consideration of the above noted options, staff recommends the following approach be considered:

Offer grants of up to \$500 per property for the installation of water filtration systems. This funding would be provided to a Housatonic property owner or tenant (with the written permission from the property owner) as a reimbursement once the installation is completed by a licensed plumbing contractor and proof of installation and inspection (if applicable) has been submitted to the town (retroactive to January 1, 2018). This would allow us to provide funding to 500 property owners or tenants. The program would remain in place until the funds are exhausted.


It's unclear how many property owners are directly impacted and how many will install water filtration systems at this time.

If after 6 months from program launch, funding remains available, the Selectboard should re-visit this discussion and consider providing additional funding to approved applicants.

FISCAL IMPACT: None. Funding was provided by the State of Massachusetts. Costs to local taxpayers are limited to staff time spent managing the program.

PREPARED AND APPROVED BY:

DATE:



Mark Pruhenski/Town Manager

5/30/2023

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

Phone: 413-528-0680
Cell: 413-717- 2010

TOWN OF GREAT BARRINGTON MASSACHUSETTS

Rebecca Jurczyk
rijurczyk@townofgb.org

BOARD OF HEALTH

June 12, 2023

Water Filtration Systems Guidance

How to remove Manganese from Drinking Water:

According to the Water Quality Association, the methods that have been effective at reducing manganese in water are; reverse osmosis, and iron and manganese filtration systems.

- The point-of-use reverse osmosis treats the water at an individual tap. This is where the cooking and other domestic activities water are drawn. This filter uses a membrane to get rid of the unwanted molecules from the water. This enables the passage of the purified water on the other side. This method is easy to install, however, the drawback is that it can use a lot of water.
- In the manganese greensand filter, the filter media is made of potassium permanganate. It forms a coating that oxidizes the dissolved manganese and removes them from the water. The powerful combination of filtration and oxidation can effectively treat water with dissolved and oxidized manganese. When maintained properly, the manganese greensand filters can work best for moderate levels of both oxidized and dissolved manganese

How to remove HAA5 from Drinking Water:

Haloacetic Acids are formed when disinfectants are added to drinking water. The group of five Haloacetic Acids that are regulated by Federal and State standards includes Monochloroacetic acid, Dichloroacetic Acid, Trichloroacetic Acid, Monobromoacetic Acid, and Dibromoacetic Acid.

- Filtering technologies that are effective at reducing HAA5 are Activated Carbon and Reverse Osmosis.

Certification:

It is important to check that the system you're considering has been certified or independently tested to remove the specific contaminates you wish to remove. Look for certification from agencies such as the International Association of Plumbing and Mechanical Officials (IAPMO), the National Sanitation Foundation (NSF), or the Water Quality Association (WQA).

EXECUTIVE SUMMARY

The Housatonic Rest of River Municipal Committee was created by the member municipalities in 2013 to advocate common Housatonic River cleanup goals for the Rest of River to the EPA. The Committee currently consists of five municipalities: Great Barrington, Lee, Lenox, Sheffield and Stockbridge. This Committee was the first time all the Massachusetts municipalities on the Housatonic River directly impacted by the cleanup spoke with one voice. This single voice focus gave the Committee attention, access and a presence previously only afforded to Pittsfield. Before the 2016 Revised Permit was issued, the Committee sought to influence what would be in the EPA's Permit governing the Rest of River cleanup.

The Committee is governed by an Intergovernmental Agreement (IGA) signed by each municipality. Committee members are appointed by their respective executive authorities. The Berkshire Regional Planning Commission has provided technical, fiduciary, facilitation and coordination assistance. The IGA authorized the Committee to represent the collective interests of the municipalities during development of the 2016 Permit and any potential subsequent actions.

The Committee's actions continue to be focused on representing the towns' interests in the Permit and the Settlement Agreement, and reviewing and providing comments to technical documents required of GE by the EPA.

Each municipality can appoint two representatives to the Committee. In Great Barrington the representatives are the Town Manager and the Assistant Town Manager. Both appointees are willing to continue if that is the pleasure of the Board.

More information on the Rest of River generally:

<https://berkshireplanning.org/initiatives/housatonic-rest-of-river-municipal-committee/>

<https://www.epa.gov/ge-housatonic/rest-river-ge-pittsfieldhousatonic-river-site>

Prepared by:

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6/9/2023

Western Massachusetts is NOT Disposable

To: Joint Committee for Environment & Natural Resources
From: Western Massachusetts cities and towns
Re: Statewide single-use retail plastic bag ban
Date: June 14, 2023

At the invitation of the Conservation Law Foundation, the undersigned Western Massachusetts cities and towns submit this testimony to the Joint Committee for Environment & Natural Resources urging you to pass a single-use retail plastic bag ban into law this year.

Massachusetts residents use an estimated 2 billion bags every year. We know that single-use plastic bags clog our recycling systems and end up as litter, where they pose a hazard to the public health and environment. Once they enter the environment, plastic bags break down into microplastics, which have been detected in our water, food, and even our bodies. Meanwhile, animals become tangled in plastic bags or may ingest them having mistaken bags for food. For these compelling reasons, **the undersigned cities and towns have already passed local ordinances restricting the distribution of single-use retail plastic bags.**

With safe and sustainable alternatives available, there is no reason to delay passing a statewide ban now. The bills introduced this year define “reusable bag.” Good reusable bags are not made from plastic film; they have stitched handles (that is, not heat-fused); and they are made of washable materials designed and manufactured specifically for multiple uses. A good plastic bag ban also imposes a fee for paper bags, incentivizing customers to bring their own.

More than 150 cities and towns across the Commonwealth have joined us in Western Massachusetts to restrict single-use plastic bags at checkout. But it just doesn’t make sense to have a patchwork quilt of rules across the state. In fact, many retail establishments, like Big Y (effective August 2019) and Stop & Shop (effective July 2023) aren’t waiting for a statewide ban and have eliminated single-use plastic bags at checkout on their own. Other states throughout New England (Maine, Vermont, Rhode Island, and Connecticut) have also passed legislation banning single-use retail plastic bags. We are writing now to urge you to make this year the year that Massachusetts takes decisive action at the state level to protect our environment and public health by passing a single-use retail plastic bag ban into law.

Thank you for your kind consideration of our testimony.

Sincerely,

Ban Plastic Bags and Single-Use Plastic

► Tell your legislators that you support a statewide plastic bag ban.

What's wrong with plastic bags?

- Massachusetts residents use an estimated **2 billion bags every year**.
- Once plastic bags enter our environment, they are mistaken for food by marine animals, and they break down into microplastics that end up in our food, water, and bodies.
- Once plastic bags enter our recycling stream, they can clog and disrupt the sorting machines.

What's the solution? Reusable bags!

- Reusable bags are not made from plastic film.
- They have stitched handles (not heat-fused).
- They are made of **washable cloth, hemp or other woven or non-woven fibers, fabrics, or materials** that are at least 80 grams per square meter, designed and manufactured specifically for multiple uses.

Cities and towns are leading the way.

- As of May 2023, **156 cities and towns** in Massachusetts have passed ordinances regulating single-use plastic shopping bags.
- That represents over **4 million people** or 2/3 of the state's population!

It's time for a statewide ban on single-use plastic.

- Three proposed bills would **ban plastic bags and single-use plastic items** – cleaning up our communities and environment.
- **An Act Relative to Plastic Bag Reduction** ([H784/S477](#)) would ban single-use bags at retail checkout statewide.
- **An Act to Reduce Plastics** ([S570/H882](#)) and **An Act to Reduce Single-Use Plastic from the Environment** ([S525/H767](#)) would also ban plastic bags in addition to many other difficult to recycle single-use plastic items. Consumers would be charged a 10-cent fee for paper bags to encourage them to bring reusable bags.



CONTACT YOUR LEGISLATORS



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