

Mark Pruhenski
Town Manager

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



Town Hall, 334 Main Street
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, August 7, 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.

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
3. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
 - b. Preliminary Tax Bills
 - c. Mass Save energy efficiency and weatherization initiative for Great Barrington residents
 - d. Short-Term Rental Registration Update
4. LICENSES AND PERMITS
 - a. Carla Blades of Blades, Blades, and Blades LLC d/b/a/ Carly's Angels, request for a new Common Victualler License for 200 Main Street Great Barrington MA.
 - b. Kate Ritter Roblin of the Great Barrington Land Conservancy, request for a temporary Sunday entertainment license on Sunday August 27, 2023 from 1:00 PM to 11:59
 - c. Devon Wagner of Railroad Street Youth Project, request for a temporary weekday entertainment license on Friday August 18th from 7:00 PM to 10:00 PM for an event at the Skate Park.
5. PREVIOUS BUSINESS
 - a. *Continued from July 10:* Real Estate Transfer Fee—Proposal From Selectboard and Planning Board Housing Sub-Committee.
6. NEW BUSINESS
 - a. Chapter 61A Right of First Refusal: Discussion/vote to exercise/assign/waive the Town's right of first refusal to purchase 1.6 acres of land off Seekonk Road, Parcel 75 of Assessors Map 33.

- b. Great Barrington Housing Authority (GBHA)- Request for Local Tenant Organization (LTO) Appointment to GBHA Board.
- c. Vote to appoint Poll Workers
- d. Selectboard to vote on Board of Registrars reappointment

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

- a. Executive Session under MGL Ch 30A, sec. 21(a) for the following purpose: **(6)** To consider the purchase, exchange, lease or value of real estate, if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body.
 - i. Motion: Move that the Board meet in executive session pursuant to MGL Ch. 30A sec. 21(a) for the following purpose: **(6)** to consider the purchase, exchange, lease or value of real estate, regarding Housatonic Water Works, because an open discussion may have a detrimental effect on the negotiating position of the public body and not to return to public session.
 - ii. Roll Call Vote
- b. Executive Session under MGL ch 30A, sec. 21 (a) for the following purpose: **(7)** To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements.
 - i. Motion: Move that the Board meet in executive session pursuant to MGL Ch. 30A sec. 21 to approve executive session minutes from a previous meeting:
 - 1. April 10, 2023
 - ii. Roll Call Vote

11. ADJOURNMENT

NEXT SELECTBOARD MEETING

August 21, 2023	September 11, 2023	September 18, 2023	October 2, 2023
October 23, 2023	November 6, 2023	November 20, 2023	December 4, 2023
December 18, 2023			



Mark Pruhenski, Town Manager

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

Mark Pruhenski
Town Manager

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

July 12, 2023

Dear Great Barrington Resident,

I am excited to share some good news with you. The Town of Great Barrington is launching a new initiative to save residents energy and money, while lowering carbon emissions in our community. The Town is encouraging all homeowners and renters to participate in the Mass Save® program and take advantage of the generous offers available to make your home more comfortable this summer. As a Great Barrington resident, participating in the program is no additional cost to you.

To help our community members, Great Barrington has partnered with HomeWorks Energy, a longtime Mass Save partner, to perform energy assessments and recommended follow-up work. With higher energy costs this year, it is more important than ever to find ways to cut energy use at home.

Join your community and reduce your energy use: schedule your assessment or energy efficiency upgrades by calling (781) 305-3319 or visiting www.HomeWorksEnergy.com/GreatBarrington.

During your home energy assessment, a specialist will review your home's energy performance, including its insulation levels. Once your assessment is complete, you'll receive a personalized report detailing ways you can save energy and money all year long. Your specialist will also show you how to access Mass Save rebates and incentives available to Great Barrington residents, only offered through an assessment. Already had an assessment? You can still access new incentives listed below. Eligible benefits include:

- No-cost sealing of air leaks & 75%-100% off recommended insulation
- Up to \$10,000 in heat pump rebates
- 0% financing for energy efficiency upgrades up to \$50,000
- No-cost items like programmable thermostats, water-saving devices, and advanced power strips

Upgrades through the Mass Save program are one of the fastest and most impactful ways to reduce your energy use this summer. The Town is participating in the Mass Save Community First Partnership, sponsored by National Grid and Eversource, to help residents access this efficiency program. Depending on your household income, you may qualify for even greater incentives to make your home more efficient.

Efficiency improvements like weatherization can help lower heating and cooling costs, decrease your carbon footprint, reduce outside noise, provide year-round comfort, and control humidity and air quality. Working together, we can make a difference in the sustainability of our Town, while enjoying the benefits of energy efficiency in our homes.

Sincerely,

Mark Pruhenski, Town Manager

Some restrictions apply and offers are subject to change or cancellation. Visit www.MassSave.com/HEA for more information. If you heat with natural gas, call The Center for EcoTechnology (CET) at (800) 944-3212 for more information about available savings opportunities.

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

FEE: \$25.00 (Payable to the Town of Great Barrington) **DATE:** 8/2/23

NOTICE:

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

TO THE LICENSING AUTHORITY:

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

OWNER(S) NAME: Carla Blades

NAME OF BUSINESS: Blades, Blades, and Blades LLC

D/B/A (if applicable): Carly's Angels

BUSINESS MAILING ADDRESS: 200 Main St. G.B. MA 01230

BUSINESS TELEPHONE: 413-528-6242 HOME TELEPHONE: 413-329-0952

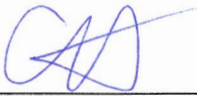
LOCATION WHERE LICENSE IS TO BE USED: 200 Main St.
G.B. MA 01230

DAYS OF OPERATION: MON - SUN



HOURS OF OPERATION: 6:30^{AM} - 10 PM

DESCRIPTION OF PREMISES: coffee, smoothies, baked goods,
lite fare

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


Signature of Individual or Corporate Name

By: _____
Corporate Officer (if applicable)

~~SS#~~  or ~~FTD#~~ 

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

Exact Location of Entertainment (**include sketch**): Beach and picnic area at Lake Mansfield.

Band will set up closer to picnic area to afford people full use of beach for typical activities.

Date(s) of Entertainment: **Sunday**, August 27, 2023

Start & End Times of Entertainment: 3 PM - 6 PM

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

Please see attached letter for details regarding tents and food.

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.

Kate Ritter Roblin
Signature of Individual or
Corporate Officer

07/21/2023
Date

043-091-536 (Exemption #)
SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: DRT has no issues
with this event. (CR) 7/28/23

APPROVAL DATE: _____

LICENSE # _____



July 21, 2023

Board of Directors

Dale Abrams,
President
Douglas Brown
Vice President
Jane Angelini,
Treasurer
Thomas Ferris
Secretary
Devan Arnold
Kate Ritter Roblin
Brad Roblin
Sharon Siter
Christine Ward

Advisors

Will Conklin
Elia Del Molino
Dennis Downing
Peter Jensen
Janice Kabel
Ira Kaplan, Esq.
Bridghe McCracken
Carol Noble

P.O. Box 987
Great Barrington, MA
01230
www.GBLand.org
info@GBLand.org

Dear Selectboard,

Great Barrington Land Conservancy (GBLC) seeks your permission to provide a family-friendly fundraiser and friend-raiser event at Lake Mansfield on Sunday, August 27, 3pm - 6pm. All are welcome to enjoy this late summer celebration.

GBLC (www.gbland.org) is a small-town land conservancy with a big mission: To preserve natural places, agricultural land, and wildlife habitats within Great Barrington and to enhance recreational opportunities for residents and visitors through the creation of trails, walking paths, and special programs. Our projects include Lake Mansfield Alliance, River Walk, the Riverfront Trail, and the Pfeiffer Arboretum. For over 30 years, our all-volunteer organization has raised the funds and organized the volunteers needed to help keep these vibrant community spaces in great shape for all to enjoy.

The August 27 event, "Bluegrass at the Lake: Special Summer GBLC Fundraiser," will be open to all with a suggested (not required) donation of \$10 per person (\$25 per family), featuring a live bluegrass trio and free ice cream in the grassy area between the road and the playground. Pop-up tents measuring 10'x10' will shelter the ice cream station, which will be donated by SoCo Creamery and transported packaged and frozen. Sound equipment will be limited to a small generator-powered system for the purpose of balancing instruments and vocals in the natural setting in order to carry acoustics without producing overpowering volume. The event will also give the Lake Mansfield Improvement Task Force the opportunity to provide public education about the upcoming implementation of the Lake Mansfield Improvement Plan.

Volunteers will be on duty to direct parking in the adjacent Lake Mansfield parking lot with overflow available via shuttle at Simon's Rock College. Publicity will encourage alternative modes of transportation, including walking, biking, boating, and paddle boarding to the event. Volunteers will also ensure that following the event, all trash is properly disposed of.

Thank you for considering our application to host this special gathering, and please let us know if you require any further information.

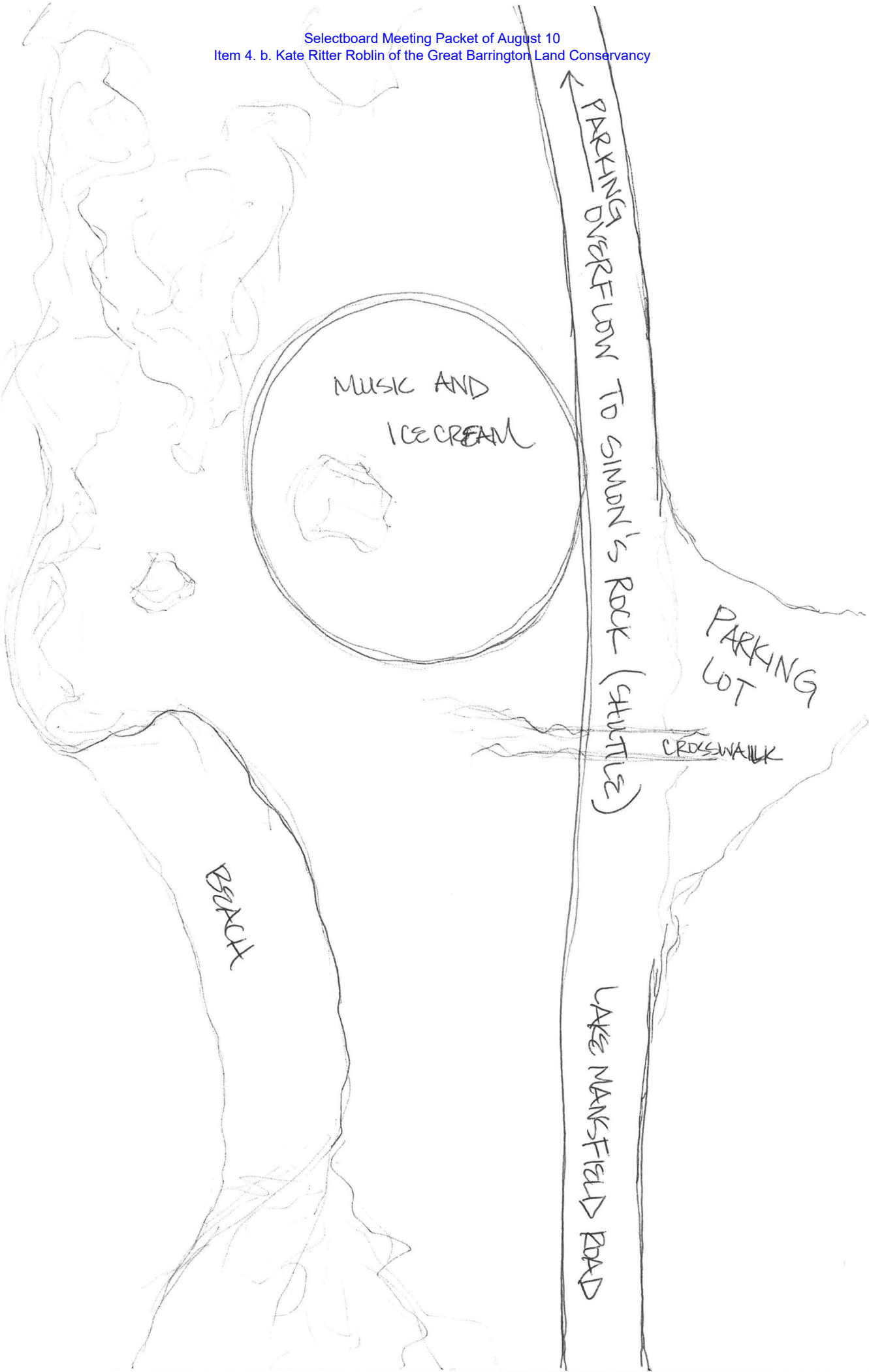
Sincerely

Handwritten signature of Dale Abrams in black ink.

Dale Abrams, President

Handwritten signature of Kate Ritter Roblin in black ink.

Kate Ritter Roblin, Event Coordinator





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: Devon Wagner

Business/Organization: Railroad Street Youth Project

D/B/A (if applicable): _____

Address: 60 Bridge Street

Mailing Address: 60 Bridge Street / P.O. Box 698

Phone Number: 413-717-0705

Email: devon@rsyp.org

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

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

Other (please explain) Music played through a Sound systems

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) _____

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

 / NO

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

Exact Location of Entertainment (Include sketch): The event would be held in the skatepark.
There would be a booth for food on one end of the skatepark, and a cometary table on the other end.

Date(s) of Entertainment*: Friday, August 18th 2023
*Does not include SUNDAY

Start & End Times of Entertainment: 7 p.m. - 10 p.m.

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.

Devon Wagner
Signature of Individual or
Corporate Officer

7/21/2023
Date

TOWN USE ONLY:

DRT Review with Conditions:

DRT has no issues with
this event, CP 7/28/23

APPROVAL DATE: _____

LICENSE # _____

↖ basket
ball
court

Speaker / drinks	Food table	Speaker / drinks
------------------	------------	------------------

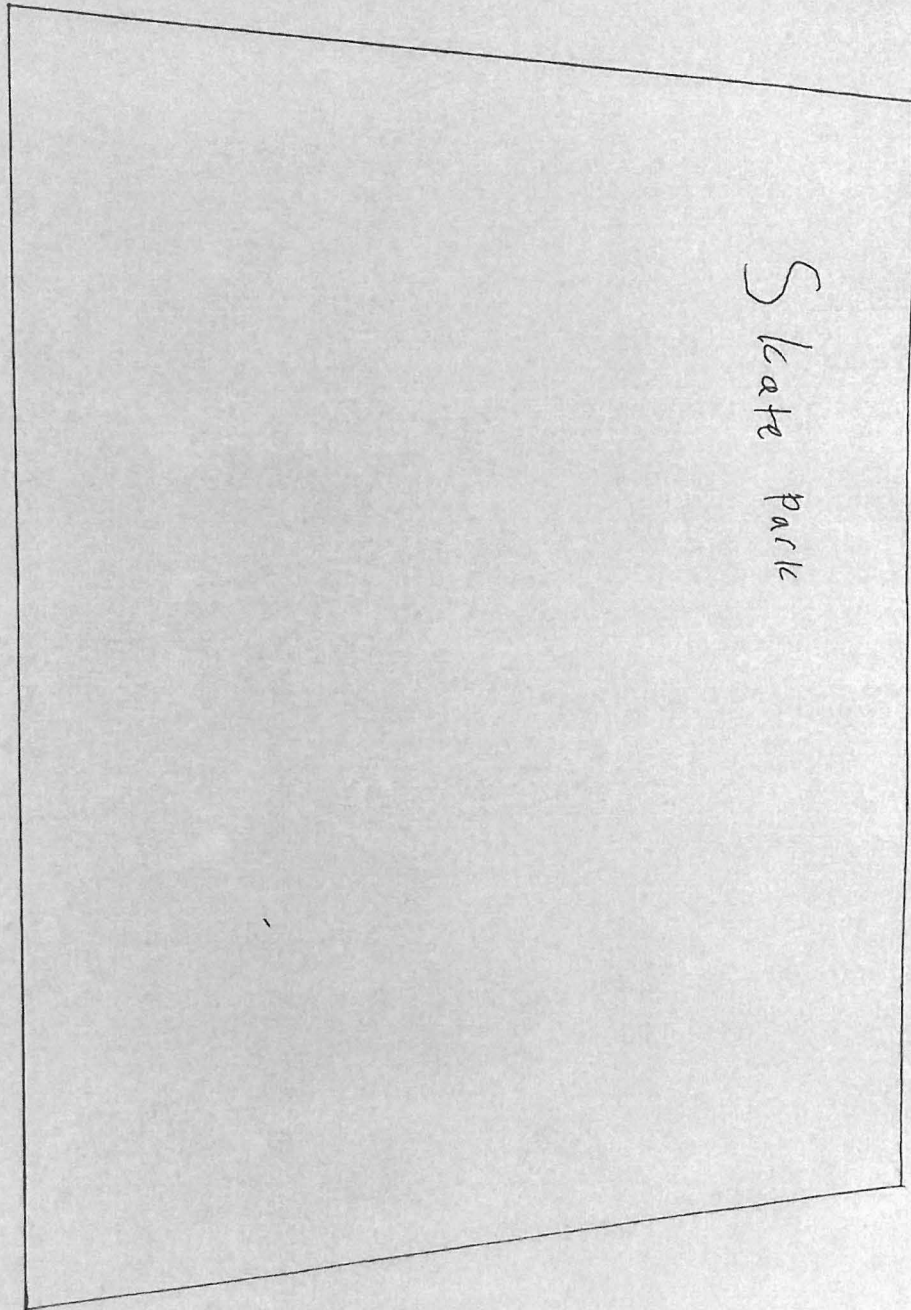


Table / Speaker

Shel

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 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

G.a.

EXECUTIVE SUMMARY

TITLE: Right of First Refusal on Chapter 61A Land

BACKGROUND: Land enrolled with the Town per M.G.L. Chapters 61, 61A, and/or 61B receives a special reduced tax assessment because the owners make a commitment to keep the land in farm, forest, or open space use. In return for the special assessment, the program provides the municipality with a right of first refusal to acquire the land if the land is to be sold, converted to a new use, and/or removed from the Chapter program. A municipality may waive its right, exercise its right, or assign its right to a nonprofit.

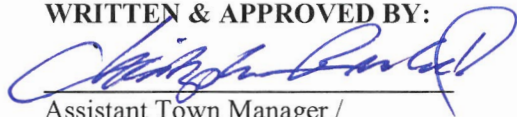
The matter before the Selectboard tonight is a 1.6 acre parcel on Seekonk Road. The Town received notice, dated July 10, 2023 that this land is under contract to be sold and will be removed from the Chapter 61A program. In this particular case, as described in the July 10 notice, the "sale" is actually a gift, or donation, and is intended to further the Sellers' and Buyers' commitments the legacy of civil rights activist James Weldon Johnson.

Per the requirements of the Chapter 61A program, the Town may, within 120 days of the notice, assign its right to a land conservation organization, may meet the purchase price and exercise its right, or may waive its right of first refusal. The Selectboard may wish to exercise its right in cases where the land has a particularly significant conservation or agricultural value, if there are funds available to meet the purchase price, and if there is an entity to manage the land after municipal or nonprofit acquisition. The Selectboard often relies on the advice of the Conservation Commission or Planning Board when weighing these matters.

The Planning Board and Conservation Commission reviewed the matter and recommend that the Selectboard waive of the right of first refusal.

RECOMMENDATION: The Selectboard vote to waive its right of first refusal for the 1.6 acres that is a portion of Map 33, Lot 75.

WRITTEN & APPROVED BY:



Assistant Town Manager /
Director of Planning and Community Development

DATE:

8/3/23

Town Hall, 334 Main Street
Great Barrington, MA 01230

G.a.



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

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

PLANNING BOARD

July 31, 2023

Selectboard
Town Hall
334 Main Street
Great Barrington, MA

RE: Chapter 61A
Seekonk Road

Dear Members of the Selectboard:

At its meeting of July 27, 2023, the Planning Board voted to recommend that the Selectboard waive their Right of First Refusal for property owned by Jeffery Taylor on Seekonk Road.

Thank you for your attention to this matter.

Sincerely,

Kimberly L. Shaw

Kimberly L. Shaw
Planning Board Secretary



Lynch Scrimo
Attorneys

RECEIVED
TOWN OF GREAT BARRINGTON

JUL 14 2023

SELECTBOARD &
TOWN MANAGER'S OFFICE

Jeffrey T. Scrimo
jeff@lenoxattorney.com

Jeffrey R. Lynch
lynch@lenoxattorney.com

SB 8/7

July 10, 2023

Via Certified Mail Return Receipt Requested
Board of Selectmen
Town of Great Barrington
Main Street
Great Barrington, MA 01230

**Re: Jeffrey Taylor
Seekonk Road
Great Barrington Assessors' Parcels # Map 33, Lot 75**

NOTICE OF INTENT PURSUANT TO G. L. c. 61A, s. 14

Dear Members of the Selectboard:

I represent Jeffrey Taylor, the owner of the above-captioned property. Mr. Taylor's address is 5 Seekonk Rd. Great Barrington, MA and his telephone number is (413) 281 6193. My address and telephone number is indicated in the letterhead above.

Please treat this letter as a Notice of Intent pursuant to Massachusetts General Laws Chapter 61A, Section 14 to convey for residential use a parcel being 1.6 acres which is a portion of Parcel Map #33 Lot 75, which is currently valued, taxed and assessed as agricultural land pursuant to Chapter 61A.

In connection with such sale, I am enclosing herewith as Exhibit A, copy of the purchase and sale agreement, which contains a bona fide offer to purchase said property, in accordance with the terms set forth therein. I note that this transaction involves a gift of a landlocked parcel containing 1.6 acres of land to the abutting owners, Rufus E. Jones, Jr. and Jill Rosenberg Jones, current owners of the James Weldon Johnson home on Alford Road. Johnson wrote of his FIVE acre home in Great Barrington but the survey of the land now owned by Jones shows only 3.4 acres. The purpose of this gift is to assist the work of the James Weldon Johnson Foundation, help restore Johnson's Writing Cabin and preserve the legacy of a great man. As you may be aware, Johnson was an author, civil rights activist and lyricist who wrote Lift Every Voice and

Village Center 68 Main Street
PO Box 1787 Lenox, MA 01240
p. 413.637.1300 f. 866.230.7304

Sing. The Town's waiver of the right of first refusal will be a great step in preserving Johnson's legacy.

I am also enclosing as Exhibit B, the Form A Plan (approved) that shows the parcel being released from Chapter 61A.

Mr. Taylor requests that the Town of Great Barrington not exercise its first refusal option under G. L. c. 61A, s. 14 so that he may complete the sale to the proposed Buyer under the purchase and sale agreement. Mr. Taylor realizes that the Town has an option period of one hundred twenty (120) days to meet the offer contained in the purchase and sale agreement and that they may not consummate the sale until either that option period has expired or they have been notified in writing that the option will not be exercised. Notwithstanding the foregoing, Mr. Taylor respectfully request that the Town act on this matter as soon as possible and prior to the expiration of the option period.

In the event the Town is agreeable to waiving its first refusal option, I have also enclosed a "Waiver of First Refusal Option" which I respectfully request on behalf of Mr. Taylor that the Board of Selectmen, after hearing, execute and return to me for recording in the Berkshire Southern District Registry of Deeds.

If you should have any questions or require anything further, please do not hesitate to contact me. In addition, if you will advise me of the date and time set for hearing, we will make ourselves available at the hearing to provide such further information as we are able regarding this matter.

Thank you for your cooperation in this matter.

Very truly yours,



Jeffrey R. Lynch
Enclosures

Cc: clients;
Attorney Andrew Hochberg

Via Certified Mail Return Receipt Requested

Board of Assessors
Town of Great Barrington
Great Barrington Town Hall
6 Main Street
Great Barrington, MA 01230

Planning Board
Town of Great Barrington
Great Barrington Town Hall
6 Main Street
Great Barrington, MA 01230

Conservation Commission
Town of Great Barrington
Great Barrington Town Hall
6 Main Street
Great Barrington, MA 01230

Massachusetts State Forester
Commonwealth of Massachusetts
Commissioner of Department of Conservation and Recreation
251 Causeway Street, Boston, MA 02114

WAIVER OF FIRST REFUSAL OPTION

Pursuant to Massachusetts General Laws, Chapter 61A, Section 14

THIS WAIVER OF FIRST REFUSAL OPTION is made this ____ day of _____, 2023, by the **TOWN OF GREAT BARRINGTON**, acting through its Board of Selectmen, pursuant to Massachusetts General Laws, Chapter 61A, Section 14.

WITNESSETH:

WHEREAS, pursuant to Massachusetts General Laws, Chapter 61A, Section 14, **Mr. Jeffrey Taylor**, gave notice to the **TOWN OF GREAT BARRINGTON** of his intention to convey land now subject to an agricultural land lien under Massachusetts General Laws, Chapter 61 described as:

Parcel A on a Plan of Land Prepared for Rufus Jones and Jill Rosenberg Jones, Great Barrington, Massachusetts, May 2023, Scale 1" = 40" ", surveyed by Kelly Granger Parsons and Associates, Inc. and containing 1.6 Acres (the "subject property").

WHEREAS, Massachusetts General Laws, Chapter 61A, Section 14, provides that land subject to Chapter 61A shall not be sold for or converted to residential use unless the Town has been notified of the intent to sell or convert to such other use, and further provides that for 120 days subsequent to said notice, the Town shall have, in the case of intended conversion, a first refusal option to purchase the land to meet a bona fide offer to purchase said land.

WHEREAS, Massachusetts General Laws, Chapter 61A, Section 14, further provides that the **TOWN OF GREAT BARRINGTON**, prior to the expiration of the

120-day period, may notify the landowner that said first refusal option will not be exercised; and

WHEREAS, on _____, 2023, the Board of Selectman voted to waive the first refusal option with respect to the subject property.

NOW THEREFORE, the **TOWN OF GREAT BARRINGTON** hereby waives its first refusal option to purchase said land granted to it pursuant to Massachusetts General Laws, Chapter 61A, Section 14.

EXECUTED as of the date first written above.

**TOWN OF GREAT
BARRINGTON, acting
through its Board of Selectmen**

By: _____
Chairperson

By: _____
Member

By: _____
Member

By: _____
Member

COMMONWEALTH OF MASSACHUSETTS

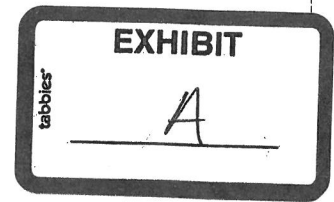
Berkshire, ss.

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, as _____ of the Board of Selectmen for the Town of Great Barrington, Massachusetts, proved to me through satisfactory evidence of identification, which was _____ (Type of Identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY PUBLIC

My Commission Expires: _____

(Affix Seal or Stamp)



AGREEMENT

Agreement dated effective this 15th day of June, 2023 by and between Jeffrey Taylor ("Taylor") of 5 Seekonk Road, Great Barrington, MA 01240 and Rufus E. Jones, Jr. and Jill Rosenberg Jones ("Jones") of 154 Mead Street, P.O. Box 228, Waccabuc, NY 10597. The James Weldon Johnson Foundation, a 501(c)(3) foundation with a principal mailing address of 101 Alford Road, Great Barrington, MA 01230 (The "Foundation") is a party to and has the benefit of and the obligation to comply with Paragraphs 3, 6, 7, 8, 10-18 of this Agreement only.

PRELIMINARY STATEMENT

Taylor and Jones own property adjacent to each other which property is located on Seekonk Road and Alford Road, Great Barrington, Massachusetts. Jones owns property formerly owned by James Weldon Johnson, which contains James Weldon Johnson's writing cabin which was believed to contain five (5) acres more or less. Surveys of the land have indicated that the boundaries of the Jones parcel likely contain approximately 3.4 acres more or less. Taylor and Jones desire to restore the traditional five (5) acres believed to have been owned by James Weldon Johnson and to accomplish that goal they have agreed to enter into this agreement, whereby Taylor will convey to Jones 1.6 acres more or less which will restore the Jones property to the original five (5) acres.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Jones will engage Kelly, Granger, Parsons & Associates, Inc., professional land surveyors at their sole cost and expense to prepare a plan which shall be presented to the Town of Great Barrington Planning Board to be endorsed "approval NOT required". A copy of the survey is incorporated herein by reference ("Plan").

2. Taylor has been provided with a copy of the plan and has agreed to the boundaries of the parcels located thereon which include the land of Rufus E. Jones, Jr. and Jill Rosenberg Jones, remaining land of Jeffrey Taylor and Parcel A currently owned by Jeffrey Taylor but which will be conveyed for no consideration as a gift from Taylor to Jones. Jones shall be responsible for all professional fees and all other costs including surveyor fees, attorneys' fees, including negotiations and drafting time, and closing costs related to the conveyance of Parcel A from Taylor to Jones and the

anticipated closing of the remainder of the Taylor property.

3. Jones, their successors and assigns and the James Weldon Johnson Foundation, its successors and assigns upon acceptance of the deed by Jones of conveyance of Parcel A shall execute a release which affirmatively releases all claims relative to the Taylor property, its boundaries, use and access. Jones, their successors heirs and assigns shall not make claims against Taylor, dispute the boundaries of the Taylor parcels or access thereto and not seek to intervene in the sale of Taylor's remaining property. Jones shall further waive their right to object to special permit, conservation commission, or variance applications filed by Taylor, his successors or assigns relative to the use and development of the Taylor property.

4. Taylor and Jones acknowledge that Parcel A is a portion of Taylor's land which has the benefit of Chapter 61A tax treatment. Taylor and Jones further acknowledge that the transfer to Jones will likely result in Parcel A being removed from Chapter 61A designation and may result in a tax liability or Roll-Back or conveyance Tax Liability resulting from such removal ("Tax Liability").

5. Taylor and Jones agree that Jones shall be fully responsible for paying any Tax Liability that arises from or as a consequence of the transfer of Parcel A from Taylor to Jones and the termination of the Chapter 61A designation.

6. Taylor and Jones further acknowledge that the remaining land of Taylor as shown on said plan containing approximately 9.2 acres is for sale and Jones represents that they will use their best efforts to raise funds through the James Weldon Johnson Foundation to purchase the remaining 9.2 acres. Jones obligation to use those best efforts shall run through December 31, 2024. Effective upon the signing of this Agreement, Jones shall be responsible for the payment of taxes assessed on the 9.2 acres from July 1, 2022 through December 31, 2024. Thereafter, Jones may continue to seek to raise sufficient funds, but shall not be so obligated under this Agreement. Sufficient funds for the purchase of the remaining land of Jeffrey Taylor shall mean paying a purchase price of \$400,000.00 for the land plus all real property taxes on the 9.2 acre parcel accruing from on and after July 1, 2022 and any Tax Liability, if the real property tax has been paid then a reimbursement credit shall be provided to Seller at the time of Closing. The Property would be conveyed to Jones in "as is" condition.

7. Taylor shall grant Jones, an easement in gross limited to Jones and the James Weldon Johnson Foundation for purposes of ingress and egress to the James Weldon John Writing Cabin on Parcel A ("Cabin"). The easement is depicted on the Plan and marked as "Proposed Easement". The Easement is limited for the period of

renovation for construction equipment and deliveries, for access by Jones and his personal invitees for private visits to the cabin. The easement shall not be used for public access regardless of whether a fee is charged to Parcel A or the Cabin, and the easement is not appurtenant to the other land of Jones.

8. In the event Jones or the James Weldon Johnson Foundation does not purchase the remaining land of Taylor and Taylor sells his remaining land, Jones or the James Weldon Johnson Foundation shall grant to Taylor and his successor in interest an easement on Parcel A comprised of an area running the length of the Proposed Easement and being six feet in width. The easement granted from Jones et al to Taylor is for the purpose of widening the easement for the benefit of the remaining land of Taylor and shall be, as to Taylor's remaining land, unrestricted and be used for all purposes of a Way. The expense to widen the easement if any shall be the expense of Taylor or his successor in interest. Upon the sale of Taylor's remaining property, Jones and the James Weldon Johnson Foundation shall, if requested by Taylor's successor in interest, provide forty-eight (48) hours' notice prior to the use of the easement for access to Parcel A or the Cabin except for general and routine maintenance.

9. No representations are being made by either party regarding the tax consequences of the proposed conveyances referenced in this Agreement. Either party may obtain an appraisal of Parcel A conveyed to Jones, and Taylor is permitted to claim a charitable deduction.

10. Taylor agrees to provide a maximum of 40 hours pro-bono services to the James Weldon Johnson Foundation" The pro-bono services includes:

a. architectural services for master planning and schematic designs of the "convenings at five (5) acres.", a gathering place to celebrate and appreciate the life of James Weldon Johnson.

b. imagery and marketing materials to help the Foundation promote the plan for a gathering space at and around the James Weldon Johnson writing cabin for the "convenings at five (5) acres" including promotional material for fund raising events.

The pro-bono services to the Foundation shall be subject to a standard copyright agreement to be provided by Taylor and executed by the Foundation and Taylor which include the following terms:

- Copyright Ownership: The architect shall retain all copyright and other intellectual property rights in and to all architectural designs, drawings, specifications, and other documents prepared by the architect in connection with the project.

- Client License: The client shall be granted a non-exclusive, non-transferable, royalty-free license to use the architectural designs, drawings, specifications, and other documents prepared by the architect for the sole purpose of constructing the project and for advertising, and marketing.
- Limitations on Use: The client shall not modify, alter, or otherwise change the architectural designs, drawings, specifications, or other documents prepared by the architect without the express written consent of the architect. The client shall not use the architectural designs, drawings, specifications, or other documents prepared by the architect for any other purpose, including but not limited to advertising, marketing, or resale, constructing the project unless the architect is employed to further develop the project.
- Term and Termination: This license shall commence on the date of this agreement and shall continue in full force and effect until the project is completed. This license may be terminated by either party upon thirty (30) days' written notice to the other party.

11. Notwithstanding the foregoing, Jones and/or the Foundation shall have the full right to accept or reject the plans prepared by Taylor based upon available funding for Taylor's conceptual vision.

12. In the event that the architectural designs for the "convening at five acres" are accepted and the project proceeds, Jones and the Foundation agree that Taylor will be engaged as the project's architect to bring Taylor's schematic designs to fruition. The architectural and design fees will be at Taylor's standard rates and documented in a contract between Jones or the Foundation and Taylor. In the event that the architectural designs and promotional materials are rejected or the parties cannot reach a contract the architectural designs and promotional material shall be the property of Taylor and subject to all copyright laws.

13. The terms of this Agreement are contractual in nature and not a mere recital, and this Agreement shall take effect as a sealed document.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to conflict of law rules, and this Agreement shall be deemed to be executed and performed in Massachusetts.

15. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

16. Waiver of any provision of this agreement in whole or in part, in any one instance shall not constitute a waiver of any provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other then existing or subsequent breach.

17. This Agreement contains and constitutes the entire understanding and agreement between the parties hereto respecting their settlement, and supercedes and cancels all previous negotiations, agreements, commitments, and writings in connection herewith.

18. This agreement may be executed by facsimile or digitally, which signatures shall be deemed originals for all purposes. Further, this agreement may be executed in duplicate counterpart originals; with all such counterparts constituting singular binding agreements, notwithstanding the signatories may not have the same counterpart.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the
date first written above.

Dated: June 15, 2023

Rufus E. Jones, Jr.
Rufus E. Jones, Jr.

Dated: June 15, 2023

Jill Rosenberg Jones
Jill Rosenberg Jones

James Weldon Johnson Foundation

Dated: June 15, 2023

By: Rufus E. Jones, Jr.
Rufus E. Jones, Jr., President

Dated: _____

Jeffrey Taylor

Mark Pruhenski

From: Jackie Sinico <jackiesinico@yahoo.com>
Sent: Monday, July 24, 2023 11:44 AM
To: Mark Pruhenski
Subject: Tenant Representative for GBHA seat

****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*****

Hello Mark

After working with the elderly for 25 years as a caregiver and a hairdresser at 3 different nursing homes I am very qualified of knowing their wants and needs. Respect is my priority. I was also a caretaker for a large estate in the area. Clearing land, designing gardens, planting and maintaining beds and everything that goes along with that.

Since living at Flag Rock for 9 years I have advocated for many of the tenants with good results. I will continue to do so if chosen.

Thank you for your time
Sincerely
Jackie Sinico

Mark Pruhenski

From: Sue Ball <marysue818@gmail.com>
Sent: Monday, July 24, 2023 11:34 AM
To: Mark Pruhenski
Subject: GBHA tenant rep.

****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*****

I have been a tenant at flag rock for 16 years. I have known the other tenants and listening to their concerns, I felt being on the board as their representative or advocate would be beneficial to them.

Sue Ball
Sent from my iPad

EXECUTIVE SUMMARY

BACKGROUND: Every year the Selectboard Office contacts all Board and Committee members with Board and Committee terms ending that year and ask if they would like to be considered for reappointment. During the process we overlooked Marie Ryan's reappointment. Marie would like to be considered for reappointment.

FISCAL IMPACT: Not applicable; members serve without compensation.

RECOMMENDATION: The Selectboard reappointed Marie Ryan to the Board of Registrars with a term to expire on June 30, 2026.

PREPARED AND REVIEWED BY:



Amy Pulver, Office Administrator

DATE: 8/4/2023

Jennifer L. Messina
Town Clerk

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2100
Fax: (413) 528-1026

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN CLERK

TO: Selectboard
FROM: Jennifer L. Messina, Town Clerk
DATE: August 7, 2023
RE: Election Officers

According to M.G.L. Chapter 54, Section 12, the Selectmen shall annually, appoint the election officers for each voting place within the town. I respectfully request that the following people be appointed for FY'24:

Judith Arienti
Maureen Avery
Barbara Bailly
Irene Bara
Dallas Bash
Isiah Bennett
Marilyn Bisiewicz
Elizabeth Budz
Terrance Chamberland
Jennifer Connell
Christine Coons
Linda Coons
Richard Coons
Elizabeth Cunningham
Maggie D'Aniello
Patricia Dymek
Frederick Dymek
William Fields
Denise Flynn
Paul Gibbons
Michele Gilligan
Joseph A. Grochmal
Margaret Hassett
Jeanne Holcomb
Patricia Hoskeer
Carolyn Ivory

Laura Keefner
Cathleen Kinne
Kathleen Kotleski
Ethel Kramer
Helen Kuziemko
Matthew Kuziemko
Lois Larkin
Linda Lavoie
Fran Locke
Barbara Louison
Donna MacDowell
Rosemary McAlister
Linda McMeekin
Carol Mead
Madonna Meagher
Theresa Moore
Bruce Morelli Sr.
Andrew C. Moro
Ellen Murtaugh
Lynn Nettleton
Carol Noble *
John (Jack) Passetto
Virginia Passetto
Kathleen Plungis
Frances Premerlani
Larry Premerlani

Jennie Reins
Patricia Salvi
Linda Santos
Sheila Shepardson
Michele Shimmon
Terry Smith
Margaret Soule
Carol Strommer
Steve Strommer
Christine Tarnawa
Kerry Toohig
John Tossavainen
Margaret M. Tringali *
Marcia Trombley
Nick VanSant
Patricia White *
Marina Wilber *
Elizabeth Young
Mary Nora Zanin
*** New Appointments**