

Mark Pruhenski
Town Manager

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Great Barrington, MA 01230

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Revised Agenda:

Item 6. b. Mason Library Courtyard Project and
Item 6. c. Town Hall Campus Presentation have been postponed until a later date

Selectboard Meeting via Zoom and in person at 334 Main Street Great Barrington MA
Order of Agenda for Monday, July 10, 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. APPROVAL OF MINUTES
 - a. June 12, 2023
 - b. June 13, 2023
 - c. June 26, 2023
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. LICENSES AND PERMITS (*Discussion Vote*) (*The Board may pass over any item if no applicant is present*)
 - a. Josh Aviner/Stars Above Circus LLC and Sean Stanton/North Plain Farm LLC for 3-Temporary Entertainment licenses for Friday August 4 from 7:00 PM to 8:30 PM; Saturday August 5 from 5:30 to 8:30 PM; and Sunday August 6, from 4:00 PM to 5:30 PM at 342 North Plain Road Housatonic MA 01236.
5. PREVIOUS BUSINESS
 - a. *Continued from 6/22/2023*: Housatonic Water Works—Temporary relief for residents/customers
6. NEW BUSINESS
 - a. Chapter 61 Right of First Refusal—Discussion/vote to exercise/assign/waive the Town's right of first refusal to purchase 22.59 acres of land at 206 Blue Hill Road, Parcel 3 of Assessors Map 41.

- b. ~~Mason Library Courtyard/Statue project~~ *Postponed to a later date*
- c. ~~Presentation of conceptual designs for Town Hall campus site renovations (park/bandstand, restrooms, parking, driveways, lighting, and landscaping)~~ *Postponed to a later date*
- d. Real Estate Transfer Fee Proposal From Selectboard and Planning Board Housing Subcommittee

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

July 24, 2023 August 7, 2023 August 21, 2023 September 11, 2023 September 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



TOWN OF GREAT BARRINGTON
Temporary Weekday Entertainment License Application

Fee = \$25.00/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: Josh Aviner

Business/Organization: Stars Above Circus LLC

D/B/A (if applicable): N/A

Address: 509 Pacific Street, PH2D, Brooklyn NY 11217

Mailing Address: " "

Phone Number: 203 919 1676

Email: josh@hideawaycircus.com

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

Live band with up to 1 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

NO

Exact Location of Entertainment (**include sketch**): 342 N Plain Rd, Housatonic, MA 01236

Days of Entertainment*: Friday August 4th and Saturday August 5th 2023

***Does not include SUNDAY**

Start & End Times of Entertainment: 7PM - 8:30PM on Friday.
4PM - 5:30PM and 7PM - 8:30PM on Saturday


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 of Individual or
Corporate Officer

5/15/2023

Date

81-1034797

SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: _____

Please ensure grass is mowed in the parking area to reduce risk of wildfire (hot vehicle exhaust can ignite tall grasses).

Tent permit required for temporary tents 800 sq ft or larger, and if more than 50 people in that tent, Egress engineering by a Mass Licensed engineer is required.

The usual dog advice: leave the dog(s) at home. If you must bring the dog, use a collar or harness with license and rabies tags attached. Dogs must be on a leash no longer than six feet at all times in public. Don't leave dog(s) in the car.

We understand organizers are in touch with health department for any food permits that might be required.

Is there a plan for restrooms on site? Please indicate on the map their location(s).

Please circle: INDOOR or **OUTDOOR** Entertainment

Exact Location of Entertainment (include sketch): 342 N Plain Rd, Housatonic, MA 01236

Date(s) of Entertainment: Sunday, Sunday August 6th

Start & End Times of Entertainment: 4PM - 5:30PM

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.



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Corporate Officer

5/15/2023
Date

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SS# or FID#

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We understand organizers are in touch with health department for any food permits that might be required.

Is there a plan for restrooms on site? Please indicate on the map their location(s).

North Plain Farm, North Plain Road, Gr



Restaurants

Hotels

Things to do

Transit

Parking

Pharmacies

ATMs



North Plain Farm

4.8 ★★★★★ (9)

Farm

Overview

Reviews

About



Directions



Save



Nearby



Send to phone



Share

342 N Plain Rd, Housatonic, MA 01236

Open 24 hours

Patriots' Day might affect these hours

northplainfarm.com

(413) 429-6598

6JWG+GC Housatonic, Great Barrington, MA

Send to your phone



Google



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

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 22.590 acre parcel on Blue Hill Road at the corner of Stony Brook Road. The Town received notice that this land is under contract to be sold and will be removed from the Chapter 61A program. 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.

RECOMMENDATION: The Selectboard vote to waive its right of first refusal for the 22.590 acres at Map 41, Lot 3.

WRITTEN BY:



Assistant Town Manager /
Director of Planning and Community Development

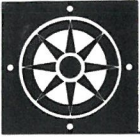
DATE: 7/6/23

APPROVED BY:



Town Manager

DATE: 7-6-23



SB 7/10/23

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

phone: 413.528.0630
fax: 413.528.5287

www.mccormicklegal.com

Kathleen M. McCormick, Esq.

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

May 25, 2023

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

*PB on 6/22/23
voted to recommend
the SB waive its
right of first refusal.*

Re: Property located at 206 Blue Hill Road,
Great Barrington, MA

Dear Members of the Board of Selectmen:

Please be advised this firm represents Marion G.H. Gilliam ("Gilliam") owner of real property, containing 22.590 acres, located at 206 Blue Hill Road, Great Barrington, and shown on Assessor's Map as Map 41, Lot 3. The property is described in two deeds – one from John Huges, Jr., William Hughes, Ethel M. Hughes, George Hughes, Frederick Hughes, Robert Hughes, Evelyn L. Hughes, and Marian Thompson and the other from Frederick Hughes, Conservator of the property of Richard Hughes, both dated October 10, 1980 and recorded in the Southern Berkshire Registry of Deeds in Book 483, Pages 47 and 49 (the "Premises").

The Premises is presently being taxed and assessed under the provisions of Massachusetts General Laws Chapter 61A. I am enclosing a copy of the Notice of Lien dated and recorded November 18, 1981 in the Southern Berkshire Registry of Deeds in Book 500, Page 229.

Gilliam has received a Bona Fide Offer to purchase the Premises dated April 23, 2023 (see attached). The closing is scheduled to take place on June 30, 2023. The Buyer is requesting the property be removed from Chapter 61A classification.

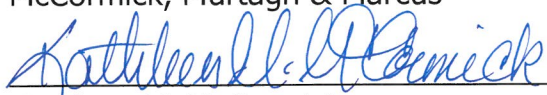
This letter is notice pursuant to Chapter 61A. Under Massachusetts General Laws Chapter 61A, the Town is afforded an option to purchase the property. I would hereby request that the Board of Selectmen consider waiving this option to purchase. Anticipating that the rights of purchase shall be waived,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



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

Sincerely,

McCormick, Murtagh & Marcus



Kathleen M. McCormick

KMM/kmh

Enclosures

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

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

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

1. The Inhabitants of the Town of Great Barrington (the "Town") is the holder of an Agricultural Land Tax Lien pursuant to General Laws, Chapter 61A on certain premises located at 206 Blue Hill Road, Great Barrington, Berkshire County, Commonwealth of Massachusetts (the "Premises") standing in the name of Marion G.H. Gilliam ("Gilliam"), which tax lien is dated and recorded on November 18, 1981 with the Southern Berkshire Registry of Deeds in Book 500, Page 229;
2. Pursuant to Chapter 61A, notice of intention to sell the Premises, subject to the current Chapter 61A Lien, has been duly given to the Town by Gilliam to afford the Town the opportunity to exercise its option to purchase the Premises;
3. The Town, by its Selectmen, hereby declines to exercise its option to purchase the Premises described in said tax lien.

The Inhabitants of the Town of Great Barrington have caused this instrument to be executed by a majority in office of its Board of Selectmen duly authorized, and its Town seal hereto affixed, this _____ day of June, 2023.

TOWN OF GREAT BARRINGTON

By: _____

By: _____

By: _____

By: _____

By: _____

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this ____ day of June, 2023, before me, the undersigned notary public, personally appeared **Stephen Bannon, Leigh Davis, Eric Gabriel, Garfield Reed, and Ed Abrahams**, proved to me through satisfactory evidence of identification, which was Personal Knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for the stated purpose.

Notary Public

STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE PURCHASE AND SALE AGREEMENT

► **PARTIES:**

	SELLER(S)	BUYER(S)
Name(s)	<u>MARION G.H. GILLIAM</u>	<u>STACY ALLEGRONE</u>
Address	<u>205 BLUE HILL RD, GREAT BARRINGTON, MA 01230</u>	<u>2 BERKSHIRE HEIGHTS RD, GREAT BARRINGTON, MA 01230</u>

► **2. DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy SELLER's real property located at 206 BLUE HILL RD, GREAT BARRINGTON, MA 01230 as more particularly described in a deed dated _____ and recorded in the SOUTH BERKSHIRE Registry of Deeds in Book _____, Page _____, or Land Court Certificate # _____ Assessor's Map # _____ Section # _____ Lot # _____ (the "Property").

► **3. PURCHASE PRICE:** For the Property, BUYER shall pay the "Purchase Price" sum of \$1,600,000.00 of which an initial deposit to bind the agreement shall be paid in the amount of \$ 16,000.00 and delivered herewith to the Escrow Agent named below, or; shall be delivered to the Escrow Agent no more than 3 days from acceptance and on 5/22/2023 date, an additional deposit in the amount of \$ 64,000.00 will be paid, resulting in a balance to be paid in the amount of \$1,520,000.00 in wired funds, or by certified / bank check at the Closing.

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

► **4. CLOSING DATE:** The Deed is to be delivered and the Purchase Price paid on 6/30/2023 at 2:00 p.m. (the "Closing Date") at the appropriate Registry of Deeds or such other location within the county in which the Property is located, as specified by the BUYER.

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

5.1 Mortgage: Amt: 1280000.00 Rate: _____ Type: Fixed Variable Pts: _____ Yrs: _____
 5.1a Cash offer, paragraph 6 not applicable
 5.2 Mortgage and/or Insurance Application Date: 5/5/2023
 5.3 Inspection Contingency Date: _____
 5.4 Insurance Contingency Date: 6/16/2023
 5.5 Mortgage Contingency Date: _____
 5.6 Septic System Inspection Date: (if applicable) 5/19/2023

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

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



SELLER(S) Initials: MG BUYER'S Initials: SLA pg 1 of 6
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flood insurance include, but are not limited to, property attributes, risk ratings, applicant's credit rating and policy limits and must be individually determined by the insurance carrier. Should the BUYER be unable to obtain a satisfactory insurance binder despite diligent efforts, BUYER may cancel this Agreement by submitting a written cancellation notice and a copy of proof of insurance application to the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the Insurance Contingency Date indicated in paragraph 5, whereupon all obligations of the parties under this Agreement shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to (a) give such written notice or (b) make a good faith insurance application by the Insurance Application Date shall be a waiver of the BUYER's right to cancel under this Paragraph.

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

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

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

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

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

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

• Appliances Included: _____



SELLER(S) Initials: MG BUYER'S Initials: SLA



- Fixtures Excluded: _____
- SELLER represents the following items are not owned: Propane Tank / Hot Water Heater / Water Treatment System / Security System / Solar Panels / Other as outlined in par 35. BUYER does / does not agree to assume the rental agreements for: _____.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SELLER(S) Initials: MG

BUYER'S Initials: SLA

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

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

- ▶ 35. **SPECIAL CONDITIONS / ADDENDA:** See attached addendum(s), incorporated here by reference.
 - 1) THIS AGREEMENT IS SUBJECT TO BUYER'S AND SELLER'S ATTORNEY REVIEW, AND REVISION, AS REQUIRED, WITHIN FIVE BUSINESS DAYS OF SELLER'S SIGNATURE.
 - 2) BUYER WAIVES THE INSPECTION CONTINGENCY.
 - 3) STRIKE PARA 6 - THERE IS NO MORTGAGE CONTINGENCY.

▶ 36. **TERMINATION OF OFFER:** This offer is subject to SELLER(s) execution and delivery of this agreement to BUYER by (time) 5:00 a.m. / p.m. and (date) 4/28/2023, after which time this offer is void and terminated, and deposit paid by BUYER shall be returned.

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

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

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

DocuSigned by: <u>Marion Gilliam</u> SELLER: CFB60A48E...	4/27/2023 DATE	<u>Stacy L. Allegro</u> BUYER: 6280162	4/26/2023 DATE
SELLER:	DATE	BUYER:	DATE
KATHLEEN MCCORMICK SELLER's Attorney's Name		BUYER's Attorney's Name	
<u>Claudia Crane</u> SELLER's Real Estate Agent Name	<u>9056771</u> License #	<u>Claudia Crane</u> BUYER's Real Estate Agent Name	<u>9056771</u> License #
<u>BERKSHIRE PROPERTY AGENTS, LLC8036</u> SELLER's Real Estate Firm Name		<u>BERKSHIRE PROPERTY AGENTS, LLC8036</u> BUYER's Real Estate Firm Name	

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

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

▶ SELLER: _____ DATE / TIME _____

SELLER: _____ DATE / TIME _____





TOWN OF GREAT BARRINGTON
MASSACHUSETTS

PLANNING BOARD

June 23, 2023

Selectboard
Town Hall
334 Main Street
Great Barrington, MA

RE: Chapter 61A
206 Blue Hill Road

Dear Members of the Selectboard:

At its meeting of June 22, 2023, the Planning Board voted to recommend that the Selectboard waive their Right of First Refusal for property owned by JH Gilliam at 206 Blue Hill Road.

Thank you for your attention to this matter.

Sincerely,

Kimberly L. Shaw

Kimberly L. Shaw
Planning Board Secretary

Selectboard Meeting Packet for July 12, 2023
Item 6. b. Mason Library Courtyard Project-
(Postponed until a future Selectboard meeting)

Selectboard Meeting Packet for July 12, 2023
Item 6. C. Town Hall Campus Renovations
(Postponed until a future Selectboard meeting)