

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 Special Meeting via Zoom
Order of Agenda for Monday, August 9, 2021, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86449589639?pwd=UIFlemJKOHZXOXNDcmh5eWc2dzkzZz09>

Webinar ID: 864 4958 9639

Passcode: 663311

Dial-in, audio-only: (929) 205 6099

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's June 16, 2021 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Selectboard will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

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

1. CALL TO ORDER
2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
3. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works–DPC Report and Presentation
 - b. Bridge, Road, and Project Updates
4. LICENSES AND PERMITS
 - a. Lauren Ferin of the Berkshire International Film Festival has requested a Parking Moratorium for September 9 through September 13.
 - b. Lauren Ferin of the Berkshire International Film Festival has requested permission to hang banners on Main Street and Railroad Street.
 - c. Lauren Ferin of the Berkshire International Film Festival has requested 2-One Day All Alcoholic Licenses for Thursday September 9 from 5:00 PM to 7:00 PM and for Saturday September 11 from 5:00 PM to 9:00 PM.
 - d. Kate McCormick for Tire Kickers.com Class II Auto License, formerly Fastback Motors LLC at 20 Castle Street.
5. NEW BUSINESS

- a. Introduction and consideration of Massachusetts General Law, Chapter 59, Section 2A; Which would allow the Town to take growth on real estate between January 1 to June 30th and not just before January 1.
 - b. Appointment of Election Workers
 - c. 79 Bridge Street – Tax Increment Financing Agreement (TIF)
6. CITIZEN SPEAK TIME
- a. 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.
7. SELECTBOARD’S TIME
8. MEDIA TIME
9. ADJOURNMENT

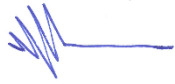
NEXT SELECTBOARD MEETING

Selectboard Meeting August 23, 2021

Selectboard Meeting September 15, 2021

Selectboard Meeting September 27, 2021

Selectboard Meeting October 4, 2021



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.

Opinion of Value, Costs & Capital Implementation Alternatives for the Housatonic Water Works

DPC Engineering, LLC

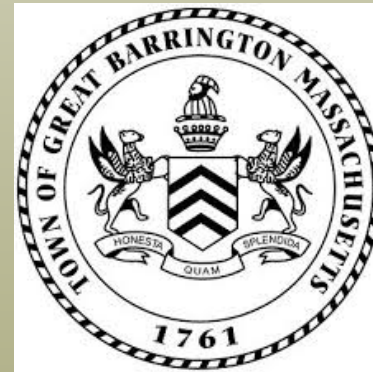
Dave Prickett, P.E.

Justin Skelly, P.E.

August 9, 2021 at 6:00 PM

Selectboard Meeting

Town of Great Barrington



TONIGHT'S TOPICS

- **Project Purpose & Scope**
- **Key Sources of Information**
- **Value of HWW System**
- **Capital Implementation Alternatives**
- **Possible Next Steps**
- **Questions & Discussion**



Project Purpose & Scope

- **Review of Available Information**
- **Estimate Value of HWW System**
- **Capital Implementation Alternatives**
 - #1, HWW as Standalone Utility
 - #2, HWW as Combined Utility with GBFD
- **Summarize Opinions of Estimated Value, CIP Exposure, Management Risk and Possible Next Steps**

How Do Residents Get Their Water?

- **Housatonic Water Works (surface water)**
 - Private Utility
 - Smaller Customer Base
- **Great Barrington Fire District (groundwater)**
 - Private (Semi-Public) Utility
 - Larger Customer Base
- **Private Wells**

Key Sources of Information

- **Past Planning Documents**
 - **2017 Preliminary Evaluation of HWW January 2016 Master Plan (DPC Engineering)**
 - **2017 Massachusetts Water Rates Survey (Tighe & Bond)**
 - **2018 Conceptual Water Systems Management Framework Public Presentation (DPC Engineering)**
 - **2021 HWW Water System Evaluation Report (AECOM)**
- **This Project is comprised of Engineering opinions and is not a formal appraisal of value**

Estimated Value of HWW System

- 1. Opinion of current-day costs to construct assets**
- 2. Convert to past-day costs (using dates of installation)**
- 3. Past-day costs depreciated to current-day value**
- 4. Compare current-day depreciated costs to estimated capital needs (net-value)**

Estimated Value of HWW System

1. Current-Day Costs to Construct Assets

Component	Current-Day OPPC
Supply / Treatment	\$5.6M
Storage	\$3.0M
Distribution	\$46.4M
TOTAL =	\$55.0M

Estimated Value of HWW System

2. Convert to Past-Day Costs

Component	OPPC (constructed today)	Average Year Installed	Past-Day OPPC
Supply / Treatment	\$5.6M	1939 & 1997	\$1.7M
Storage	\$3.0M	1997	\$1.5M
Distribution	\$46.4M	1958	\$13.9M
TOTAL =	\$55.0M	-	\$17.1M

Estimated Value of HWW System

3. Past-Day Costs Depreciated to Current-Day

Component	OPPC (past-day costs)	Estimated Design Life	OPPC (Depreciated Value)
Supply / Treatment	\$1.7M	50 years	\$0.5M
Storage	\$1.5M	50 years	\$0.4M
Distribution	\$13.9M	100 years	\$4.9M
TOTAL =	\$17.1M	-	\$5.8M

Estimated Value of HWW System (HWW as Standalone Utility)

4. Estimated Current-Day Net-Value

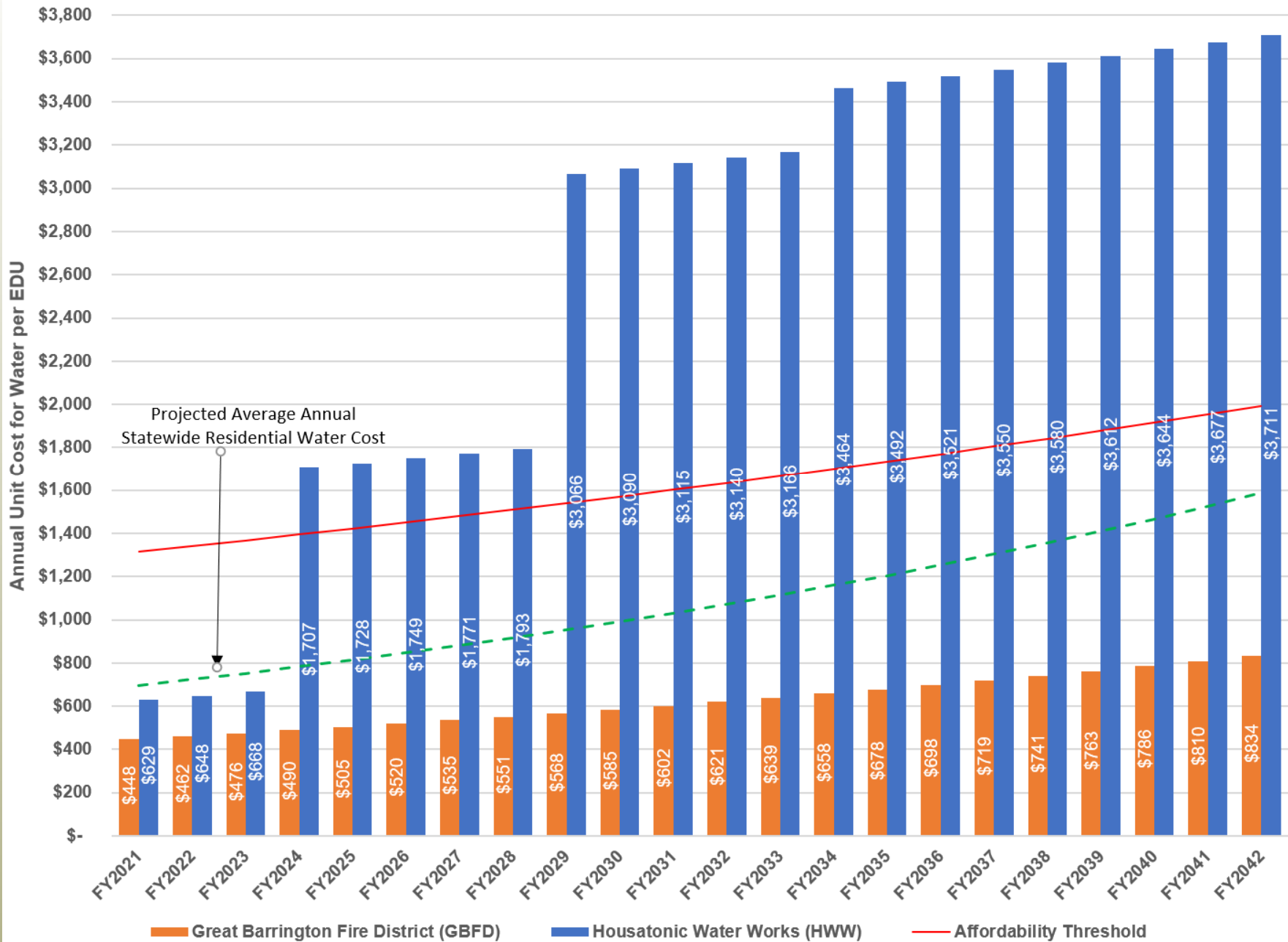
Component	Depreciated Value	Capital Improvements Plan (AECOM)	Estimated Current-Day Net-Value
Supply / Treatment	\$0.5M	(\$3.6M)	(\$3.1M)
Storage	\$0.4M	(\$0.1M)	\$0.3M
Distribution	\$4.9M	(\$27.3M)	(\$22.4M)
TOTAL =	\$5.8M	(\$31.0M)	(\$25.2M)*

*Estimated current-day net-value is a negative value



Capital Implementation Alternative #1

HWW as Standalone Utility



Estimated Value of HWW System (HWW as Combined Utility with GBFD)

Estimated Current-Day Net-Value

Component	Depreciated Value	Capital Improvements Plan (AECOM)	Estimated Current-Day Net-Value
Supply / Treatment	\$0.5M	(\$3.6M)	(\$3.1M)
Redundant Supply & Conveyance	\$0.0M	(\$10.0M)	(\$10.0M)
Storage	\$0.4M	(\$0.1M)	\$0.3M
Distribution	\$4.9M	(\$27.3M)	(\$22.4M)
TOTAL =	\$5.8M	(\$41.0M)	(\$35.2M)*

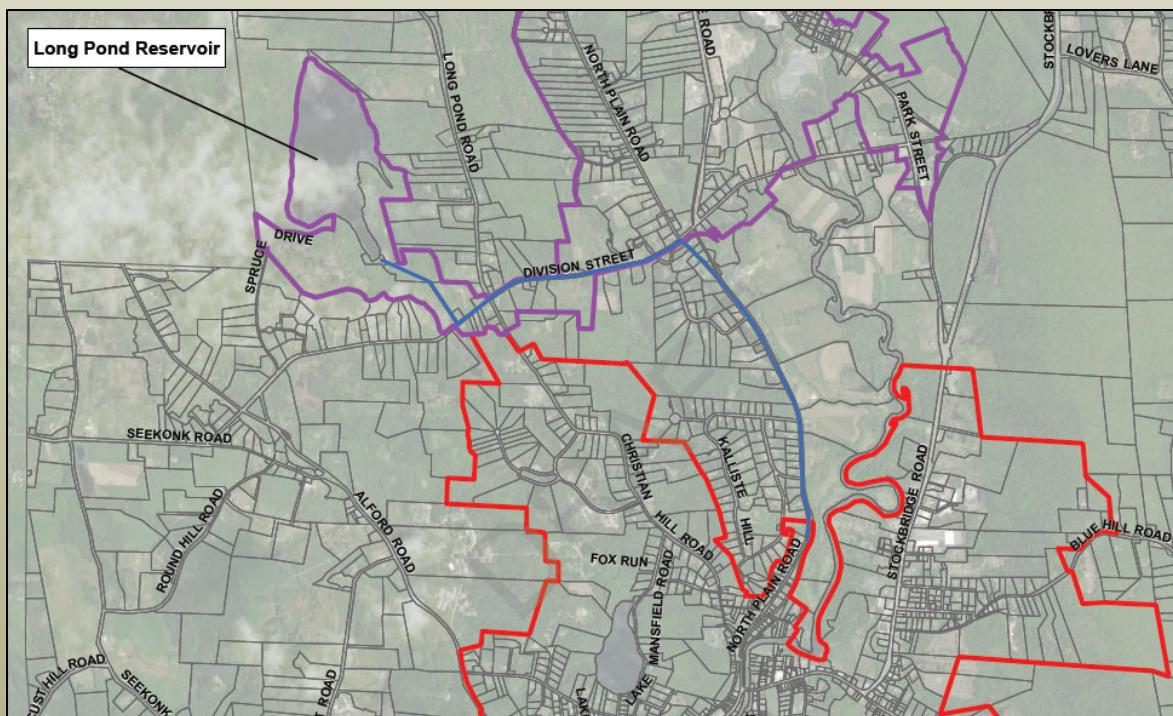
*Estimated current-day net-value is a negative value



Capital Implementation Alternative #2

HWW as Combined Utility with GBFD

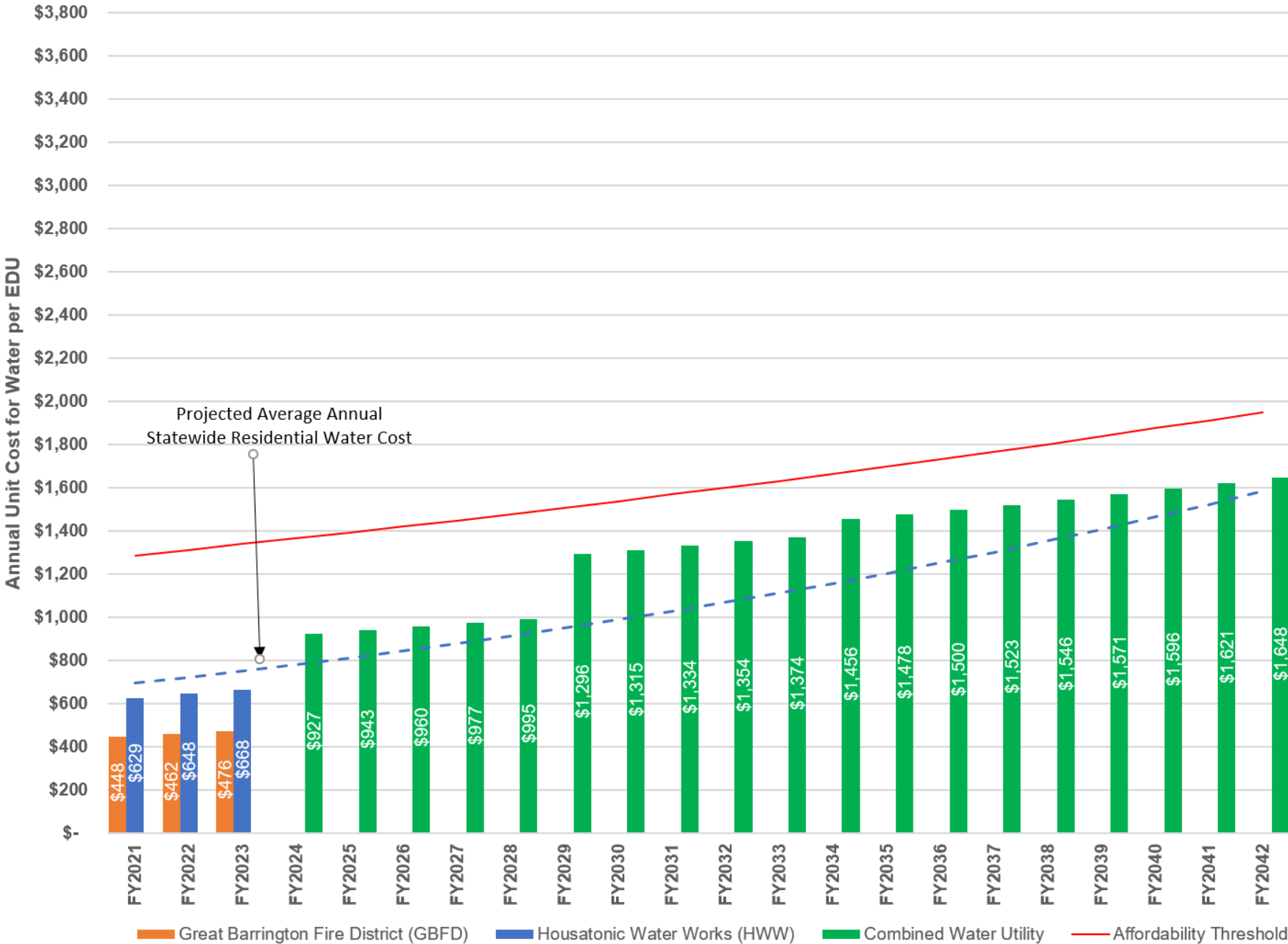
- Same Current Net-Value of HWW System, with additional Capital Improvements for:
 - Inter-Connection Pipes to GBFD
 - Pressure Regulation and Booster Station



Legend

- Potential Interconnection of HWW & GBFD Distribution Systems
- Approximate HWW Service Area
- Approximate GBFD Service Area
- Parcel

Capital Implementation Alternative #2 HWW as Combined Utility with GBFD



Conclusions & Observations

■ Value

- Planned CIP exceeds estimated current-day net-value of HWW System

■ Capital Implementation Alternative #1

- Net annual cost per EDU not sustainable for HWW alone if capital plan is implemented

■ Capital Implementation Alternative #2

- Net annual cost per EDU more sustainable/affordable for HWW users
- Increased net annual costs for GBFD users

Possible Next Steps

- **Town to consider management alternatives**
- **Public input following this presentation**
- **Follow-up discussions with Town, DPW, HWW & GBFD**
- **Confirm Town's anticipated level of involvement**
- **Input from Legal, MassDEP, permitting, etc.**
- **Hydraulic & water quality analyses**
- **Revisit recommendations and refine implementation plan**

Questions & Discussion



berkshire international film festival

BOARD OF TRUSTEES

Kelley Vickery,
Founder and Artistic Director

David Tochterman,
Executive Director

Pat Fili-Krushel,
Chair

Ronald Frohne,
Vice-Chair

Richard Stanley,
Treasurer

Fern Portnoy,
Secretary

Karen Allen
Shani Ankori

David Fenkel

Marcia Feuer,
Advisory Board Liaison

Bob Harper

Eric Haythorne

Peter Herbst

Daniel Mathieu

Kate Morris

Mary Mott

Elissa Myers

Sheila Nevins

Jeryl Oristaglio

Fred Seibert

Annie Selke

Irving Smokler

Kevin Sprague

ADVISORY BOARD

Elizabeth Aspenlieder

Harry Chotiner

Andy Clayman

Joe Corcoran

Alejandro de Onis

Emily Gabriel

Michael Haley

Carol Haythorne

Bobby Houston

Maureen Jerome

Lillian Lennox,

Festival Programmer

Nicholas Ma

Julia Mintz

Seth Nash

Maria Nation

Barbara Newman

Lisa Newmann

Neil M. O'Brien

Laura Palmer

Sarah Patrick

Maurice Peterson

Greg Rhem

Jacqueline Togut

John Valente

Cynthia Wade

Suky Werman

Tom Werman

Cynthia Wick

Shelly Williams

Lauren Ferin,

Executive Assistant

Carolyn Lancaster,

Filmmaker Summit Producer

BOARD EMERITI

Gary Hill

Ken Regan

Tania Walker

July 19, 2021

Selectboard

Town Hall

334 Main Street

Great Barrington, MA 01230

Dear Selectboard Members:

The Berkshire International Film Festival will take place September 9-13 as we celebrate our 15th annual season in Great Barrington. With every festival, we are deeply appreciative of the support and cooperation of the town, businesses, and community.

We are submitting applications for entertainment and liquor permits for the various events we will host at St. James Place this year. We would like to propose that the Selectboard grant a moratorium to lift the parking laws for the weekend of the BIFF to eliminate the inconvenience and stress for patrons having to move their vehicles to different locations due to the time constraints of the parking and receiving parking tickets while they attend the festival. The Selectboard has graciously granted this request in the past, and we hope to receive permission once again.

The BIFF hopes to continue bringing the best in film, exciting events and foster good will within the community.

We thank you for your time and attention regarding all BIFF matters and appreciate the Town and Boards' partnership and support in our efforts.

Kind regards,

Kelley Vickery

Founder and Artistic Director

Berkshire International Film Festival

biff/
15



TOWN OF GREAT BARRINGTON
MASSACHUSETTS

MEMORANDUM

TO: BOS
FROM: Edwin May C B O
DATE: 7/26/21
COPY: file
SUBJECT: Main St Banner – BIFF’s annual light pole display

I find the event banner application to be substantially complete as per the following checklist of requirements for Banners c.146-6 (1);

- a. App. Complete OK
- b. Attachment engineering SIGN Co. OK
- c. Insurance Bond OK
- d. Size OK
- e. Length of time 30+ DAYS
- f. Number of banners OK
- g. Permission from BOS PENDING
- h. Zoning district OK
- i. Sign-off from Nat’l Grid. OK



Town of Great Barrington
 334 Main Street
 Great Barrington,
 Great Barrington, MA 01230
 Phone: 413-528-1619
 Fax: 413-528-2290

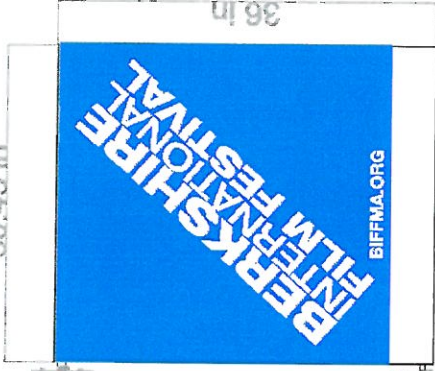
APPLICATION TO SIGN PERMIT

Please fill out completely all applicable areas - Please use link

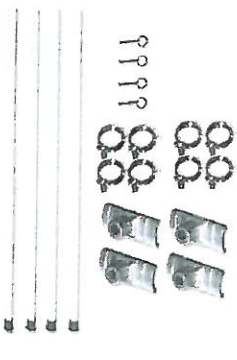
Sign Permit Number		Date Issued	
Date			
Estimated Cost (\$)	1500		
Date:	7/21/2021		
Property Address:	334 MAIN ST		
Owner's Name:			
Owner's Address:	334 MAIN ST RM 208 GT BARRINGTON MA 01230-1832		
Map	019.0	Block	0000 Lot 0091.0 Zoning District: B
Location of Sign(s) of Property:	assorted streetlight poles see areal view attached		
# of Signs on Property:		Will Sign(s) be Illuminated?	<input type="radio"/> Yes <input checked="" type="radio"/> NO
Type of Sign:	<input checked="" type="checkbox"/> Temporary Sign <input type="checkbox"/> Wall <input type="checkbox"/> Ground <input type="checkbox"/> Free Standing <input checked="" type="checkbox"/> Other : Pole Banner		
How many days?	30+	Dates the sign will be used :	From 8/10/2021 To 9/18/2021
Lower Edge will be	13	Feet	Feet/Inches Above Public Way
Upper Edge will be	16	Feet	Feet/Inches Above Public Way
Face Area	7.5	Square Feet	
Face of Building or Pole is		Feet	Feet/Inches Back From Street Line
Sign will extend		Feet Above Grade	
Materials used to construct sign:	Frame		Face
Foundation Materials:	Pole Banner Kits		Size
Electrician Required:		<input type="radio"/> Yes <input checked="" type="radio"/> No	
Brief Description Of Proposed Work:	See Drawing for more info - 12 Banners On Main Street and 3 On Railroad st.		
Contractor Information			
<input checked="" type="checkbox"/> I am the Contractor.			
Name	Ryan Larkin	License #	Type Expiration Date : 4/24/2022
Business Name	Larkin LTD	License #	Type Expiration Date :
Telephone No.	413 - 528 - 8908	Alt. Tel. No.	
Address	974 Main St STE 1		
City	Great Barrington	State	MA Zip 01230
Email:	ryan@larkinltd.com		
The undersigned assumes responsibility for compliance with the state building code and all other applicable codes.			
Owner/ Licensee:			
If there are any changes made in the installation of this application after inspection is made this permit becomes null and void.			
Submit Scaled Plan of Sign(s) and Plot Plan with Permit Application.			
Note: Roof Signs are Prohibited			
WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152 B 25C(6))			
Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the issuance of the permit.			
Signed Affidavit Attached	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>

Aluminum Lamp Post

30.43 in



36 in



(2) 30" Fiberglass Rods (3/4" diameter)

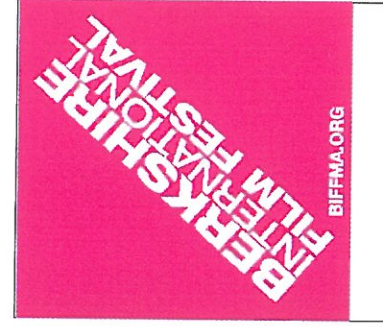
(2) Aluminum Cast Bases

(2) Metal Rings & Pins

(4) 40" Stainless Steel Bands

Banner will be Above Roadway
16' From Grade
Or
Walkway 13' from Grade

Double Sided Banner - All Same Images but Bottom Color is different



Project Name:

Phone #:

Proofed By:

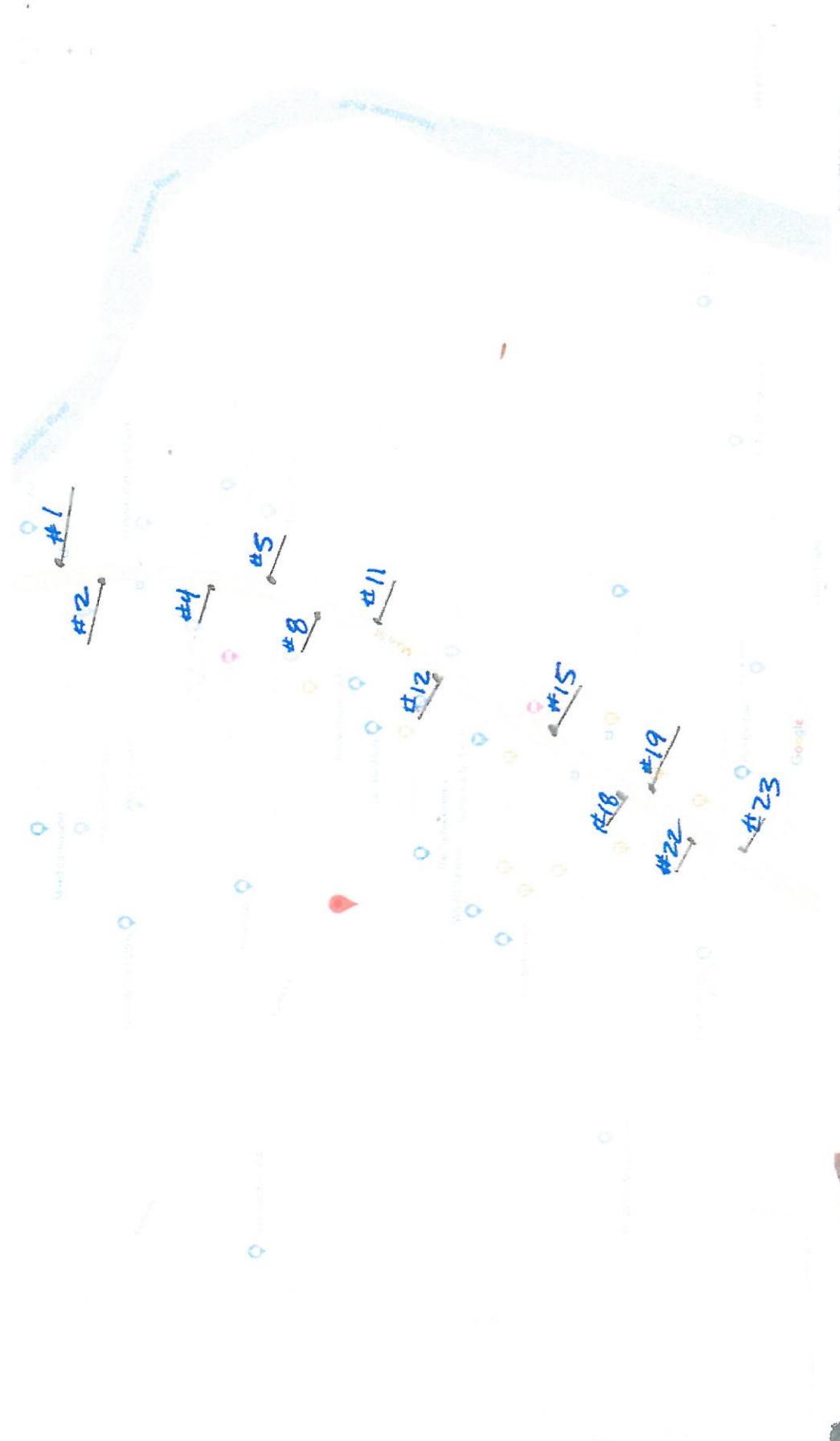
Estimated Cost:



Scale: As Noted

Draft

Phone: 413-528-8908
Fax: 413-528-8906
Email: Ryan@LarkinLTD.com
Address: 974 Main St STE 1
Great Barrington, MA 01230



8) Customer agrees to remove any Fixtures at Mass. Electric's request if, in Mass. Electric's opinion, the Fixtures begin to deteriorate or are deemed offensive or a safety hazard to any residents or public officials.

9) Customer warrants that it is an association, institution, non-profit organization, or other entity operating for the public good, and not a commercial entity. Customer agrees not to install any commercial advertising on the Fixtures. Customer may, however, put up to two sponsor logos in the lower corner of the Fixture, if they take up less than 1/10 of the Fixtures' area.

10) The Customer will provide an insurance certificate naming Mass. Electric as an additional insured in the amount of \$2 million.

11) Mass. Electric shall not be liable to the Customer, its officers, employees, agents or contractors under any legal or equitable theory for any claims for direct, indirect, consequential, or other damages of any nature including, but not limited to, damages for personal injury, property damage, or lost profits connected with the installation of the Fixtures.

12) Customer agrees to indemnify and save harmless Mass. Electric, its affiliates, and their employees or agents or any of them from and against any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees and expenses of), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from or related to the installation of Fixtures including, without limiting the generality of the foregoing, claims for or resulting from (i) injury to, or the death of, persons or damage to property; or (ii) violation of this agreement or of any applicable federal, state or municipal laws, regulations, codes and ordinances..

If you agree with the terms of this letter, please sign below and return this letter to me. Thank you very much.

Very truly yours,


MEC Director

Acknowledged and agreed:

Name: Kelley Vickery

Title: Artistic Director

Organization: Berkshire International Film Festival

Aleta M. Fazzone
DIRECTOR, COMMUNITY &
CUSTOMER MANAGEMENT,
NATIONAL GRID
7-23-21

ALETA M. FAZZONE

Fee: \$25.00 (per day) ✓



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Kelley Vickery / Lauren Ferin

Organization Name: Berkshire Int'l Film Festival

Applicant's Address: 40 Railroad St. Suite 5-7, GB

Telephone Number: 413.528.8030

Type of License: ONE DAY BEER & WINE **ONE DAY ALL ALCOHOLIC**
(Circle one)

Event: opening night THURSDAY

Date: 9.9.21 Start Time: 5pm End Time: 7pm

Event Address: St. James Place 352 main St. GB

Is the Event on Town property? YES **NO**

- PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:**
- ✓ 1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
 - ✓ 2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
 - ✓ 3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Lauren Ferin
Signature of Applicant

7.20.21
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

Fee: \$25.00 (per day)



APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: Kelley Vickery / Lauren Ferin

Organization Name: Berkshire Int'l film festival

Applicant's Address: 40 Railroad St. Suite 5-7 GB

Telephone Number: 413-528-8030

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Tribute Dinner SATURDAY

Date: 9/11/21 Start Time: _____ End Time: _____

Event Address: St. James Place 352 MAIN ST. GB

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:
1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

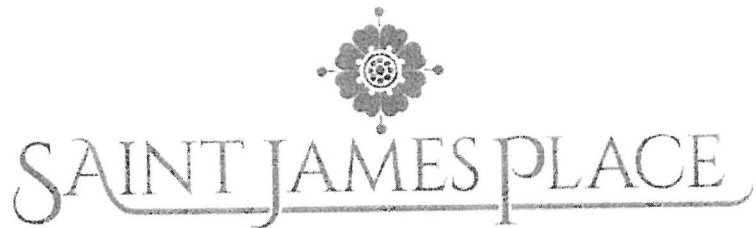
Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Lauren Ferin
Signature of Applicant

7.20.21
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____



SAINT JAMES PLACE

July 13, 2021

Lauren Ferin
Berkshire International Film Festival
P.O. Box 237
Great Barrington, MA 01230

Dear Lauren,

Please take this letter as confirmation of the BERKSHIRE INTERNATIONAL FILM FESTIVAL's booking for an event at Saint James Place on Thursday-Saturday, September 9-11, 2021, and for our willingness to allow you to have alcohol served during your event.

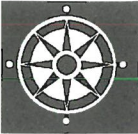
We look forward to welcoming the BERKSHIRE INTERNATIONAL FILM FESTIVAL's return to Saint James Place.

Sincerely,



Seth Keyes
General Manager

Saint James Place
352 Main Street
Great Barrington, MA 01230
(413) 528-1996



**McCormick, Murtagh
& Marcus**

ATTORNEYS AND COUNSELORS AT LAW

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

phone: 413.528.0630

fax: 413.528.5287

www.mccormicklegal.com

Kathleen M. McCormick, Esq.

July 21, 2021

Jennifer Messina, Town Clerk
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

Re: TireKickers.com LLC f/k/a Fastback Motors, LLC
Application for a License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles

Dear Clerk Messina,

Please be advised my office represents TireKickers.com, LLC. Fastback Motors, LLC changed its name to TireKickers.com, LLC. Fastback Motors, LLC was granted a dealer's license from the Town of Great Barrington, which expired on December 31, 2020. Other than a name change, there are no proposed changes to Fastback Motors, LLC's prior license.

Enclosed with this letter are the following:

1. Two (2) original Applications
 - a. Town of Great Barrington Application for a License to Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles or Parts Thereof Class II
 - b. Workers' Compensation Insurance Affidavit
 - c. TireKickers.com, LLC sublease
2. Check to the Town of Great Barrington for \$50.00 Application fee

It is our understanding that upon issuance of the license, our client needs to provide you with proof of a bond for \$25,000.

Please let me know if you need additional information for this Application.

Sincerely,

McCormick, Murtagh & Marcus

Kathleen M. McCormick

KMM/hgs

cc: Client; Enclosures: (2) Applications, Check



Massachusetts



Western Surety Company

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. 65588304

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: August 5th, 2021

That we, Tirekickers.com, LLC

as Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this bond described below, in the sum of not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices, misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of the bond amount, regardless of the number of claims made against this bond or the number of years this bond remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of cancellation to the municipal licensing authority at 334 Main Street, Great Barrington, MA 01230

by First Class U.S. Mail.

Address

Dated this 5th day of August, 2021.



Tirekickers.com, LLC, Principal

By: 

WESTERN SURETY COMPANY, Surety

By: 

Paul T. Bruflat, Senior Vice President

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF GREAT BARRINGTON

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE OR ASSEMBLE

SECOND HAND MOTOR VEHICLES OR PARTS THERE OF

CLASS II

In accordance with the provisions of Chapter 140 of the General Laws, Section 57, 58 & 59

Applicant Name: TireKickers.com, LLC (f/k/a Fastback Motors, LLC)

Business Name: TireKickers.com, LLC

Business Address: 20 Castle Street

City, ST & Zip: Great Barrington, MA 01230

Mailing Address: 8690 S. Maryland Parkway, Suite 220

City, ST & Zip: Las Vegas, NV 89123

Phone: 413-528-0630 Email: kmccormick@mccormicklegal.com

Circle One:

Individual

Co-Partnership

Association

Corporation

*limited liability company

If an individual, state full name and residential address:

If a co-partnership, state full names and residential address of co-partners:

If an association or a corporation, state full names and residential addresses of principal officers:

Manager

President: Ross Pierce Cameron, 8690 S. Maryland Parkway, Ste. 220, Las Vegas, NV 89123

Secretary:

Treasurer:

Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES NO

If so, is your principal business the sale of new motor vehicles? YES NO

Is your principal business the buying and selling of second hand motor vehicles? YES NO

Is your principal business that of a motor vehicle junk dealer? YES NO

Give a complete description of the premises to be used for this business:

20 Castle Street, Great Barrington, MA - see Exhibit A attached hereto for location details.

Are you a recognized agent of a motor vehicle manufacturer? YES NO

If so, state the name of the manufacturer:

Have you signed a contract as required by Section 58, Class 1? YES NO

Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? YES NO

If so, in what City/Town:

Did you receive a license? N/A YES NO

Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? N/A YES NO



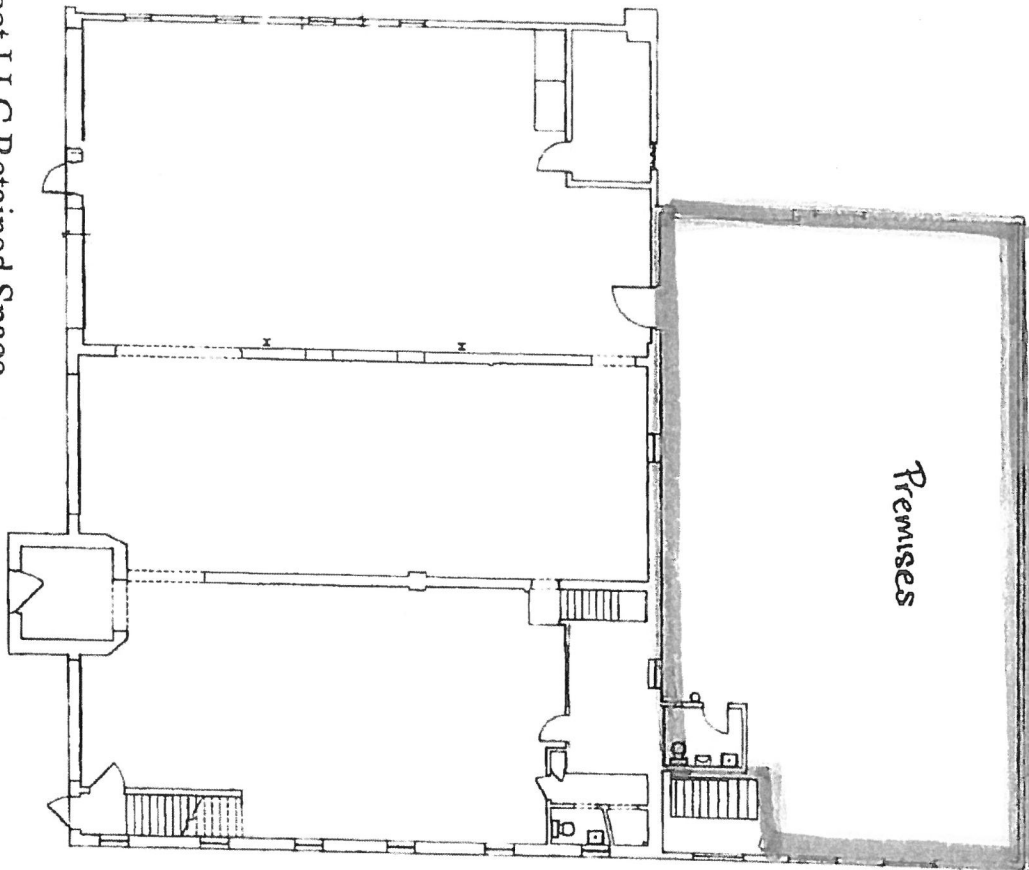
7/21/21

Signature

Date

EXHIBIT A

1 20 Castle Street LLC Retained Space
SCALE: 3/32" = 1'-0"




E1.0	DATE	REV	DESCRIPTION	First Floor Plan	Lease Document	HARRISON DESIGN ASSOCIATES INC. 32 Main Street Great Barrington, MA 
				20 Castle Street Retained Space	Great Barrington Fire Station 20 Castle Street Great Barrington, Massachusetts	

EXHIBIT B

Mechanic Information

TireKickers.com, LLC will engage the services of Autobahn Service if/when necessary.

Autobahn Service
1851 N. Main Street
Sheffield, MA 01257
413-528-2227

EXHIBIT C

Storage Information

TireKickers.com, LLC will store cars within the building located at 20 Castle Street, Great Barrington, which area is further described on Exhibit A of this application. TireKickers.com, LLC will average approximately 5 classic cars in its possession at any given time but may have approximately 10 classic cars at its maximum capacity. No vehicles will be stored outside the building.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: TireKickers.com, LLC

Address: 20 Castle Street

City/State/Zip: Great Barrington, MA 01230

Phone #: 802-380-0227

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other buy & sell classic cars

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: *RL*

Date: 7/21/21

Phone #: 802-380-0227

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____

Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other _____

Contact Person: _____

Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**" Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

**AMENDMENT TO SUB-LEASE
BETWEEN
FASTBACK MOTORS, LLC ("TENANT")
and
WARRIOR OPERATING, INC. ("LANDLORD")**

THIS AMENDMENT (this "Amendment") is made and entered into this 1st day of January, 2021 by and between **Warrior Operating, Inc.** ("Warrior"), and **TireKickers.com, LLC**, f/k/a Fastback Motors, LLC ("TireKickers").

The undersigned parties hereby agree that the Sub-Lease between the parties dated February 1, 2020 (the "Lease" attached hereto as Exhibit A) shall be amended as follows:

1. Tenant. Tenant has changed its name from Fastback Motors, LLC to Tirekickers.com, LLC.

2. Notices. All notices given to Tenant under this Lease shall be in writing and mailed certified mail, return receipt requested addressed as follows:

Tenant: TireKickers.com, LLC
8690 S. Maryland Parkway, Suite 220
Las Vegas, NV 89123

All other terms of the Lease remain unchanged.

Dated: January 1, 2021

TENANT: TireKickers.com, LLC

By 
Ross Pierce Cameron, Manager

LANDLORD: Warrior Operating, Inc.

By 
Ross Cameron, President


Ross Cameron, Treasurer

SUB-LEASE

WHEREAS, Warrior Operating, Inc. leases the entire premises in accordance with a Lease dated January 13, 2020.

WHEREAS, Fastback Motors, LLC desires to sub-lease a portion of the leased premises from Warrior Operating, Inc.

SUB-LEASE AGREEMENT, made as of this 15th day of February, 2020, by and between **Warrior Operating, Inc.**, a Nevada limited liability company with a principal office address of 47 Railroad Street, Ground Fl. 4-5, Great Barrington, MA 01230 hereinafter referred to as LANDLORD, and **Fastback Motors, LLC**, a Nevada limited liability company with a principal office address of 8690 S. Maryland Parkway, Suite 220, Las Vegas NV 89123 hereinafter referred to as TENANT for certain premises located at 20 Castle Street, Great Barrington, Massachusetts.

This lease is made upon the following conditions, all and every one of which TENANT hereby covenants with LANDLORD to keep and perform; it being understood that the covenants and agreements herein contained are binding upon and shall inure to the benefit of the legal representatives, successors, and assigns of the parties hereto, and the purpose for which said premises are let as set forth herein are material consideration and of the essence of this lease.

1. Premises. The LANDLORD does hereby lease, demise and let unto the TENANT those premises described as follows: certain premises being a portion of the 1st floor of the building known as the former Great Barrington Fire Station at 20 Castle Street, Great Barrington, Massachusetts as shown on the attached sketch as "Premises" (Exhibit A).

LANDLORD warrants and represents that it currently leases the Premises from Castle Street Firehouse, LLC as set forth in a lease dated January 13, 2020 ("Exhibit B") and has authority under Paragraph 4 of said lease to sublet the Premises. This Lease

shall automatically renew unless terminated by written notice in accordance with Paragraph 5.

2. Term. The lease will commence on March 1, 2020 (the "Commencement Date") and terminate one year from the Commencement Date. This Lease shall automatically renew unless terminated by written notice in accordance the provisions herein.

3. Base Rent. TENANT shall pay a monthly rent, commencing with the Commencement Date of \$ 1,000.00, due in advance, on the 1st day of the month or to be prepaid for the entire year at the discretion of the TENANT.

4. Notices. All notices given under this lease shall be in writing and mailed certified mail, return receipt requested addressed as follows:

Landlord: Warrior Operating Inc.
47 Railroad Street, Ground FL. 4-5
Great Barrington, MA 01230

Tenant: Fastback Motors, LLC
8690 S. Maryland Parkway, Suite 220
Las Vegas, NV 89123

5. Utilities. All utilities shall be included in Rent outlined herein.

6. Rent Payments. TENANT shall pay the rent of said premises in the amount and at the times and in the manner aforesaid.

7. Care of Premises. TENANT shall take good care of the premises and fixtures. At the end or expiration of the term, TENANT shall deliver up the demised premises in a good and tenantable order and condition as the same now are, reasonable wear and tear and damage by the elements, fire or other unavoidable casualty only, excepted. That TENANT shall conduct and maintain the said premises according to, and shall promptly comply with and execute all requirements of law, including without limitation all municipal rules, orders, ordinances and regulations

applicable thereto, at TENANT'S own expense. The LANDLORD represents that the premises comply with all such requirements.

8. Leasehold Equipment. Prior to TENANT making arrangements for any capital repairs or replacements, it shall obtain authorization from the LANDLORD which shall not be unreasonably withheld or delayed.

9. Destruction of Premises. In case said leased premises, or the building of which they are a part, shall be wholly or partially destroyed by fire or other unavoidable casualty, or taken by any public authority by right of eminent domain, these presents shall be thereby determined and ended, if LANDLORD shall so elect; otherwise, the premises, if damaged, shall be repaired as soon as reasonable may be by LANDLORD; and in case the damages are so extensive as to render all or part of the demised premises untenable for the purpose hereinbefore specified, the rent shall cease until such time as the premises shall be suitably repaired, and TENANT shall have option to cancel said lease immediately.

10. Right to Enter. The LANDLORD and its agents shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours, with twenty-four (24) hour prior notification, except in an emergency, for the purposes of examining the same, or as may be necessary for the safety and preservation thereof, or in connection with the making of repairs to other parts of the building in the presence of the TENANT except in the case of an emergency. TENANT shall permit LANDLORD or its agents to show the premises to persons wishing to hire or purchase the same, with twenty-four (24) hour notice, and in the presence of the TENANT at any time during the last three months of the original or extended lease term, as the case may be.

11. Repairs. TENANT will, at its expense, make all necessary interior repairs to the demised premises and any and all replacements of plate, door and window glasses which shall be required as a result of omission, fault, negligence or other misconduct of TENANT. LANDLORD shall provide adequate cleaning to keep the common areas to the building and accessways in a safe and clean condition; and other obstructions from the entrances to the building.

12. Obstruction of Sidewalks. TENANT shall neither encumber nor obstruct any part of the sidewalk adjacent to the building of which the demised premises are a part.

13. Signage. TENANT shall not place, or cause or allow to be placed, any sign or signs of any kind whatever, at in or about the entrance to said premises, or on the building of which said premises are a part, without express written approval of the

Landlord. Any and all signs shall be in the style and color scheme as required by the Landlord. Upon approval by the Landlord, which shall not be unreasonably withheld or delayed, the Tenant shall obtain at its expense a sign permit from the Town of Great Barrington.

14. Liability. It is expressly understood and agreed by and between the parties to this Lease that, except as the same shall be caused by or arise from any breach of the terms of this Lease or any omission, fault, negligence or other misconduct of LANDLORD, its agents, employees and contractors, LANDLORD shall not be liable to TENANT for any of the following:

(a) Damage or injury by water, snow or ice at the exterior of the building;

(b) Damage or injury by reason of the breakage, leakage, or obstruction of any pipes;

(c) Injury, loss or damage of whatsoever nature to any person or property on the leased premises.

And TENANT agrees to indemnify LANDLORD and to hold it harmless for and from all liability for any and all injury, loss or damage to any person or property on the leased premises, caused by or resulting from some omission, fault, negligence or other misconduct of TENANT.

15. Tenant's Personal Property. All personal property of any kind that may be on the demised premises shall be at the sole risk of TENANT except that LANDLORD shall be responsible for any damage caused by or resulting from breach of the terms of this Lease or omission, fault, negligence or misconduct of LANDLORD, its agents, employees and contractors, including, without limitation, any loss or damage caused by leaks from the roof at the building.

16. Subordination. TENANT agrees that this lease shall be subject and subordinate to any mortgage or mortgages now on said premises or which any owner of said premises may hereafter in good faith at any time elect to place thereon, provided that any such mortgagee shall agree to recognize TENANT'S rights under this lease and not to disturb TENANT'S use and occupancy of the demised premises. TENANT agrees upon request to execute at anytime hereafter any and all instruments which LANDLORD may deem necessary; to accomplish that end, and in default of TENANT so doing, that LANDLORD shall be and is hereby empowered to execute such instruments in the name of TENANT and as the act and deed of said TENANT, and this authority is hereby declared to be coupled with an interest and not revocable.

17. Rules and Regulations. TENANT shall observe and comply with all such

reasonable rules and regulations as LANDLORD may make from time to time to promote or preserve the safety, care and cleanliness of the premises and preservation of good order therein.

18. Default. In the event that:

- (a) The TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The TENANT shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT'S property for the benefit of creditors,

then the LANDLORD shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the TENANT'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The TENANT shall indemnify the LANDLORD against all loss of rent and other payments which the LANDLORD may incur by reason of such termination during the residue of the term. If the TENANT shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on TENANT'S part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the TENANT. If the LANDLORD makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to the LANDLORD by the TENANT as additional rent.

In the event that the LANDLORD at its sole option agrees to reinstate the Lease after Default, the TENANT shall pay to the LANDLORD as additional rent \$25.00 per day for each day of default.

19. Removal of Tenant's Fixtures. All trade and other TENANT'S fixtures including carpentry installed by it may be removed by the TENANT at the expiration or

sooner termination of this lease, or any extension thereof, or when the TENANT actually removes from the demised premises; provided however, the TENANT shall repair any and all damage caused by the installation or removal of said fixtures.

20. Insurance. If TENANT seeks insurance policies relative to its tenancy, any/all such insurance shall include a clause waiving subrogation rights against the LANDLORD, if available.

21. Breach of Covenants. TENANT further covenants and agrees that in case of termination of the estate hereby created by an entry for breach of any of the covenants contained herein, TENANT shall indemnify LANDLORD for all loss and damage resulting from decreased rents of said premises for non-rental thereof; provided that LANDLORD shall use reasonable efforts to relet the premises for the account of TENANT.

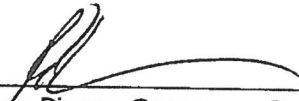
22. Expiration of Lease. It is further agreed, that at any time within two (2) months next before the expiration of the original or extended Lease term, as the case may be, TENANT shall permit LANDLORD to affix any suitable part of the demised premises a notice for letting or selling the said premises or building, and shall keep the same so affixed without hindrance or molestation.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals, this
1st day of February, 2020.

Warrior Operating, Inc.

Halley Schopp

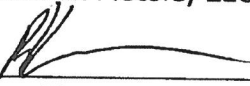
By:


Ross Pierce Cameron, President

Fastback Motors, LLC

Halley Schopp

By:


Ross Pierce Cameron, Manager

EXECUTIVE SUMMARY

DATE: July 00, 2021

TITLE: Taxation of Real Property
Chapter 59 Section 2A

BACKGROUND: Real property for the purpose of taxation shall include all land within the commonwealth and all buildings and other things thereon or affixed thereto, unless otherwise exempted from taxation under other provisions of law. The assessors of each city and town shall determine the fair cash valuation of such real property for the purpose of taxation on the first day of January of each year. Notwithstanding the foregoing, in any city or town which accepts the provisions of this sentence, buildings and other things erected on or affixed to land during the period beginning on January second and ending on June thirtieth of the fiscal year preceding that to which the tax relates shall be deemed part of such real property as of January first.

FISCAL IMPACT: Currently the Town of Great Barrington can only take real estate growth based on what is erected or affixed to the land as of 1 January. By accepting and adopting the provision of Chapter 59 Section 2A cities and towns are allowed to assess new building, structures, or other physical improvements added to real property between January second and June thirtieth for the fiscal year beginning on July first. This will result in significant additional financial growth and potential reduction of the tax rate in a given fiscal year.

RECOMMENDATION: Adopt the provision of Chapter 59 Section 2A to provide a more positive financial impact to the Town of Great Barrington

PREPARED AND REVIEWED BY: _____
Ross A. Vivori, Principal Assessor

APPROVED: _____
Mark A. Pruhenski, Town Manager

Date: _____

Part I ADMINISTRATION OF THE GOVERNMENT

Title IX TAXATION

Chapter 59 ASSESSMENT OF LOCAL TAXES

Section 2A REAL PROPERTY; MORTGAGES; CLASSIFICATIONS

Section 2A. (a) Real property for the purpose of taxation shall include all land within the commonwealth and all buildings and other things thereon or affixed thereto, unless otherwise exempted from taxation under other provisions of law. The assessors of each city and town shall determine the fair cash valuation of such real property for the purpose of taxation on the first day of January of each year. Notwithstanding the foregoing, in any city or town which accepts the provisions of this sentence, buildings and other things erected on or affixed to land during the period beginning on January second and ending on June thirtieth of the fiscal year preceding that to which the tax relates shall be deemed part of such real property as of January first.

Mortgages upon buildings or other things, which with the land upon which they are erected or to which they are affixed are taxable as real estate defined herein, shall be deemed mortgages of real estate for the purpose of taxation, and shall be taxed under sections eleven to twelve B, inclusive.

(b) The assessors shall determine the fair cash valuation of such real property according to section thirty-eight; and if the city or town has been certified by the commissioner pursuant to subsection (c) shall classify such real property according to the following uses:—

"Class one, residential", property used or held for human habitation containing one or more dwelling units including rooming houses with facilities designed and used for living, sleeping, cooking and eating on a non-transient basis, including a bed and breakfast home with no more than three rooms for rent. Such property includes accessory land, buildings or improvements incidental to such habitation and used exclusively by the residents of the property or their guests. Such property shall include: (i) land that is situated in a residential zone and has been subdivided into residential lots; and (ii) land used for the purpose of a manufactured housing community, as defined in section thirty-two F of chapter one hundred and forty. Such property shall not include a hotel, or motel. Such property may be exempt from taxation under other provisions of law.

"Class two, open-space", land which is not otherwise classified and which is not taxable under the provisions of chapters sixty-one, sixty-one A or sixty-one B, or taxable under a permanent conservation restriction, and which land is not held for the production of income but is maintained in an open or natural condition and which contributes significantly to the benefit and enjoyment of the public. In a city or town that has elected to adopt section 2A of chapter 61, section 4A of chapter 61A or section 2A of chapter 61B, class two, open-space shall include land taxable under chapter 61, 61A or 61B.

"Class three, commercial", property used or held for use for business purposes and not specifically includible in another class, including but not limited to any commercial, business, retail, trade, service, recreational, agricultural, artistic, sporting, fraternal, governmental, educational, medical or religious enterprise, for non-profit purposes. Such property may be expressly exempt from taxation under other provisions of this chapter.

"Class four, industrial", property used or held for use for manufacturing, milling, converting, producing, processing or fabricating materials; the extraction or processing of materials unserviceable in their natural state to create commercial products or materials; the mechanical, chemical or electronic transformation of property into new products and any use that is incidental to or an integral part of such use, whether for profit or non-profit purposes; and property used or held for uses for the storage, transmitting and generating of utilities regulated by the department of public utilities or the department of telecommunications and cable. Such property may be exempt from taxation under other provisions of law.

Where real property is used or held for use for more than one purpose and such uses result in different classifications, the assessors shall allocate to each classification the percentage of the fair cash valuation of the property devoted to each use according to the guidelines promulgated by the commissioner.

Real property which is exempt from taxation under section five shall be classified according to said guidelines.

(c) Classification of real property shall not be implemented in any city or town until the commissioner has certified in writing to the assessors of such city or town that the assessments on the real property that they

propose to make are at full and fair cash valuation as required by section thirty-eight and that a majority of its assessors are qualified to classify its property.

**Massachusetts Department of Revenue
Division of Local Services
Municipal Databank**

Town of Great Barrington

Notification of Acceptance or Rescinding

**Chapter 653 §40 of the Acts of 1989
(Assessment of New Construction)**

The Commissioner of Revenue is hereby notified that the Town of Great Barrington, by an act of its legislative body on August 9, 2021, has accepted the provisions of Chapter 653 §40 of the Acts of 1989, to commence with fiscal year 2023.

(City/Town Clerk)

(Date)

Please attach a certified copy of the vote and submit in one of two ways:

(617) 660-7023 (fax)

Municipal Databank
PO Box 9569
Boston, MA 02114-9569

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 9, 2021

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'22:

Judith Arienti
Marlene Atwood
Maureen Avery
Barbara Bailly
Irene Bara
Marion Barry
Ann Belanger
Isiah Bennett
Marilyn Bisiewicz
Abigail Boyd
Elizabeth Budz
Christine Coons
Richard Coons
Judith Corbett
Elizabeth Cunningham*
Maggie D'Aniello
Jessica Dezieck
Patricia Dymek
Frederick Dymek
William Fields
Denise Flynn
Paul Gibbons
Michele Gilligan
Jane Green
Joseph A. Grochmal
Margaret Hassett
Jeanne Holcomb

Patricia Hoskeer
Carolyn Ivory
Laura Keefner
Cathleen Kinne
Kathleen Kotleski
Ethel Kramer
Matthew Kuziemko
Lois Larkin
Linda Lavoie
Fran Locke
Barbara Louison
Donna MacDowell
Karina Mahida
Rosemary McAlister
Linda McMeekin
Carol Mead
Madonna Meagher
Theresa Moore
Bruce Morelli, Sr.
Andrew C. Moro
Ellen Murtaugh
Lynn Nettleton
John Passetto
Virginia Passetto
Kathleen Plungis
Frances Premerlani
Larry Premerlani

Laurel Ralph
Jennie Reins*
Donald Rembisz
Patricia Salvi
Linda Santos
Sheila Shepardson
Michele Shimmon
Terry Smith
Margaret Soule
Carol Strommer
Steve Strommer
Christine Tarnawa
Kerry Toohig
John Tossavainen
Marcia Trombley
Nick VanSant
Christine Ward
Elizabeth Young*
Mary Nora Zanin*

***New appointment**

EXECUTIVE SUMMARY

TITLE: Tax Increment Financing agreement for 79 Bridge Street

BACKGROUND: Town Meeting in June 2021 authorized the Selectboard to negotiate and enter into a Tax Increment Financing (TIF) agreement with 79 Bridge Street (the "Developer") to support the redevelopment of the former Searles School. This project will result in an 88-room hotel, in accordance with the previously granted special permit. The development cost will be approximately \$15 million. It is projected to start in calendar year 2023 and take between 18 and 24 months.

In a TIF agreement, the Developer commits to investing the said amount into the project, resulting in a building that increases the tax base and supports the downtown economy, and the Developer commits to creating new jobs and working with local partners to train and recruit new employees. In this case, the Developer projects hiring between 15 and 20 full time equivalent employees. The Town agrees to discount the taxes paid on the incremental assessed value of the property after the improvements are made.

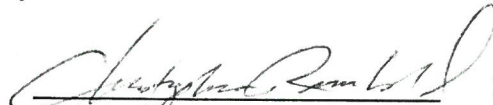
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Using the approved agreement template from MOBD, the Town Manager and Assistant Town Manager discussed the terms of a TIF with the Developer to understand their goals. After further consulting with our Principal Assessor, we structured a proposed 15 year TIF as shown in the attached. This proposal is intended to meet the Developer's financial goal of saving approximately \$2.2 million in real property taxes over that TIF period.

Our calculations also show that the Town will benefit from the project through the rooms tax and the meals tax, earning enough from those sources to offset the property tax discounted by the TIF. The project will also result in the restoration of an abandoned historic property, an increased vibrancy from new employees and visitors, and additional water and sewer fees.

RECOMMENDATION: The Selectboard vote to approve the Tax Increment Financing Agreement for 79 Bridge Street as presented.

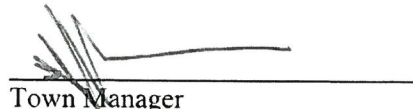
WRITTEN BY:



Assistant Town Manager /
Director of Planning and Community Development

DATE: 7/20/21

APPROVED BY:


Town Manager

DATE: 7-21-21

Amy Pulver

From: Chris Rembold
Sent: Thursday, August 5, 2021 4:02 PM
To: Amy Pulver
Cc: Morales, Carmen
Subject: RE: Packet item for 79 Bridge Street TIF
Attachments: TIF 79 Bridge St signed.pdf

Here is the signed TIF Agreement. This can be in the packet and announced in public session. The Agreement was signed pursuant to the Board's action taken in Executive Session at the last meeting. It is still pending State approval.

Chris



Christopher Rembold, AICP

Assistant Town Manager
Director of Planning and
Community Development
413-528-1619 ext. 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: Amy Pulver <apulver@Townofgb.org>
Sent: Thursday, August 5, 2021 3:36 PM
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Cc: Morales, Carmen <CMorales@Townofgb.org>
Subject: Packet item for 79 Bridge Street TIF

TAX INCREMENT FINANCING AGREEMENT

**Town of Great Barrington, Massachusetts
and
79 Bridge Street Realty, LLC**

This agreement ("Agreement") is made July 27, 2021, by and between the Town of Great Barrington, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, having a principal place of business at 334 Main Street, Great Barrington, MA, 01230, acting through its Selectboard (hereafter called the "Town") as authorized by vote under Article 23 of warrant for the June 7, 2021 Annual Town Meeting, and 79 Bridge Street Realty, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (hereafter called the "Company") with a principal place of business at 247 Stockbridge Road, Great Barrington, MA 01230.

WHEREAS, the Company, intends to renovate and make improvements to the real property located at 79 Bridge Street, Great Barrington (hereafter called the "Facility") and to operate a hotel in accordance with a special permit granted by the Selectboard (the "Project"); and

WHEREAS, the Town is willing to enter into a Tax Increment Financing Agreement in order to support redevelopment of a long vacant cluster of three buildings into a Facility that is up to current Building Code standards and that will add significantly to the Town's property tax rolls; to provide for employment opportunities in downtown Great Barrington; to generate sizeable lodging tax revenues (half of which will flow through the Commonwealth of Massachusetts and back to the Town); to generate foot traffic for the stores and restaurants of downtown Great Barrington, thereby increasing the vibrancy of the downtown area without increasing demand for parking spaces; and to increase meals tax revenues (a share of such tax which will flow through the Commonwealth of Massachusetts and back to the Town); and

WHEREAS, the Project, as described in the Certified Project Application, will not overburden the Town's infrastructure and utilities and has a commitment for investment and creation of workforce development and employment opportunities for Town residents.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do mutually agree as follows:

A. THE COMPANY'S OBLIGATIONS:

1. The Company shall renovate and improve the approximate 65,000 square foot Facility. The investment related to the renovations for commercial space shall total approximately \$15,000,000 and facilitate the additional investments as listed in the Certified Project Application.

2. In order to stay qualified as a participant in and for this Tax Increment Financing Agreement (TIF), the Company commits to construct and maintain the Project for lodging uses for at least the duration of this TIF Agreement.

3. To the extent feasible, the Company intends to hire qualified Great Barrington residents for available job opportunities. Implementation of the commitment shall include collaborating with MassHire Berkshire Career Center, Berkshire Community College, Monument Mountain Regional High School, Railroad Street Youth Program, and other available resources within the Town of Great Barrington and the neighboring communities that contribute to the economic wellbeing of the Great Barrington economy, to train and/or recruit area residents for the newly created jobs. Methods to recruit employees will include traditional and non-traditional sources, and may include recruitment efforts such as a neighborhood job fair and posting opening notices at strategic neighboring locations, including notifying local community organizations about job opportunities.

4. The Company will make reasonable efforts to use local sub-contractors for any renovations or construction at the Facility and to use local sub-contractors that have registered apprenticeship programs with the State to encourage the training of a skilled workforce.

5. The Company will provide the State's Economic Assistance Coordinating Council (EACC), with a copy to the Town, an annual report for each fiscal year of the Agreement as long as this Agreement is in effect, in the month of July and starting with the July following the first full fiscal year period, as specified in section B-1. Said report will contain the following information:

- (1) A summary of the improvements and the investments made at the Facility;
- (2) Employment statistics at the Facility, including the number of jobs added since the beginning of this TIF Agreement and the number of Great Barrington residents employed;
- (3) A summary of the utilization of local sub-contractors for construction and / or renovations during the year;
- (4) A tax and revenue impact statement for the Facility, including the current assessment value for the Facility and the amount of real estate taxes, vehicle excise taxes, and utility fees paid and / or exempted.

6. If the Company shall change the Certified Project, i.e., the level of proposed new jobs and / or investment, the Company is required to notify the Town in writing within one month of said change. The notice letter should be submitted to the Selectboard with a copy to the Town Manager.

7. If the Company decides to sell the Facility or the business being operated at the Facility, or to otherwise transfer control of the Facility or business and/or operations thereof, the Company shall give the Town at least one month prior notice of said sale or transfer. Said notice shall be given by certified mail, return receipt requested, to the Selectboard with a copy to the Town Manager.

8. The Tax Increment Financing offered by the Town for the Certified Project runs with the Facility. Upon transfer of ownership of the Facility to a successor business, the Company may assign to said successor business the rights and benefits which are due to said Facility by virtue of its status as a Certified Project, provided that an instrument of assignment is duly executed, and that the Selectboard formally provides concurrence on behalf of the Town, and that the Massachusetts Economic Assistance Coordinating Council approves, by resolution, said

assignment.

B. THE TOWN'S OBLIGATIONS:

1. The Town, as authorized by the vote of Town Meeting on June 7, 2021 authorizing the Selectboard to negotiate and execute the Certified Project Application and Tax Increment Financing (TIF) Agreement, will grant a real estate tax exemption, as described below, to the Company in accordance with Massachusetts General Laws, Chapter 23A, Section 3E, Massachusetts General Laws, Chapter 40, Section 59; and the regulations of the Department of Revenue.

The exemption shall be granted and shall apply only to the newly assessed value of the Facility resulting from the Project (the "incremental value"). The incremental value shall be that value in excess of the baseline assessed value of the Facility for the fiscal year prior to the start of the Project, as determined by the Town of Great Barrington Board of Assessors according to Department of Revenue guidelines. This Agreement will be valid for a period of 15 years, beginning with the first full fiscal year after the Town grants a Certificate of Occupancy for the Facility. The exemption shall be calculated as follows:

First Fiscal Year:	100% (assessment of 0% of the incremental assessed valuation)
Second Fiscal Year:	95% (assessment of 5% of the incremental assessed valuation)
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2. The Town, through its Board of Assessors, will make the assessment used to calculate this tax incentive in accordance with Massachusetts General Laws, Chapter 23A, Section 3E, and the Massachusetts Department of Revenue Informational Guideline Release No. 19-13, and any other applicable law or regulation.

3. The Town will review any expansion of the real estate component above the Project improvements intended by the Company and described herein and this Agreement will be amended to account for such expansion, in accordance with the provisions of Massachusetts General Laws, Chapter 23A, Section 3F, and with reference to Section A-5 herein.

C. OTHER CONSIDERATIONS:

1. The scheduled assessment of real estate taxes provided for in this Agreement shall be contingent upon continued occupancy of the Facility by the Company, its tenants or its successor(s) in interest.

2. If the Company fails to meet or maintain the intended outcomes described in this Agreement and the Certified Project Application in terms of investment or employment, or fails to comply with the other terms of this Agreement, the Town may take action to request decertification of the Certified Project by the EACC. The Town shall give written notice of the alleged default to the Company and an opportunity to meet with Town officials to discuss a cure for the alleged default. The Company shall have 30 days to respond to the Town's notice of the alleged default and 120 days to remedy such default. If the Certified Project is decertified, the Town shall discontinue the Tax Increment Financing. Additionally, if the Certified Project is decertified by the EACC, benefits already awarded to the Company may be reclaimed and recovered by the Town if the Project is at "material variance" with this Agreement, i.e., if the investment at the levels described is not made and / or the number of employees retained falls below 100% and the number of newly hired employees falls below 75% of the number intended, as described herein.


3. It is agreed by the parties hereto that the EACC may revoke the Certified Project and the TIF Agreement by an independent investigation and determination that representations by the Company in its Certified Project Application are materially at variance with the conduct of the Company subsequent to acceptance of this TIF Agreement and that such variance frustrates the public purpose which the Certified Project and TIF Agreement were intended to advance.

4. The time within which the Company shall be required to perform any of its respective acts or obligations under this Agreement shall be extended to the extent that performance of such obligations shall be delayed by a Force Majeure Event. A Force Majeure Event means acts of God, earthquakes, fire, acts of terrorism, war, labor disputes, delays or restrictions by government bodies, or any other cause beyond the reasonable control of the Company.

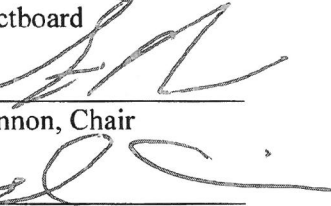
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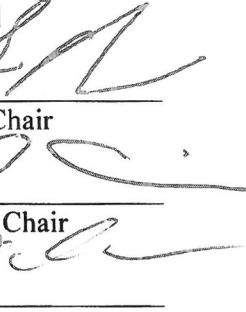
Town of Great Barrington
By the Selectboard



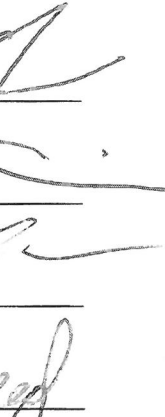
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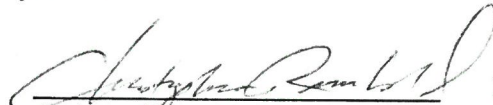
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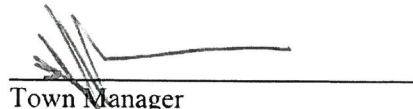
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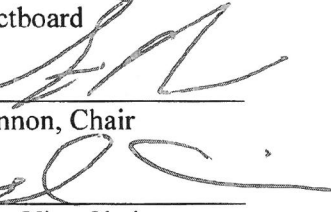
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Executed as a sealed instrument on the day and year first above written.

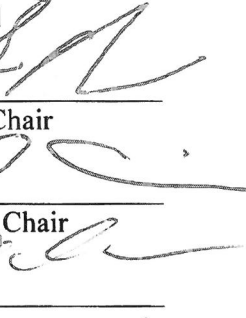
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