

Jennifer Tabakin
Town Manager

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTBOARD'S MEETING AGENDA

MONDAY, DECEMBER 17, 2018

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

7:00 PM - OPEN MEETING

1. CALL TO ORDER:

2. BOARD OF SEWER COMMISSIONERS:

- Sewer Abatements

(January 1, 2018 – June 30, 2018). (Discussion/Vote)

3. APPROVAL OF MINUTES:

October 29, 2018 Regular Meeting.

4. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board.

B. Fiber Optic Update.

5 TOWN MANAGER'S REPORT:

A. Department Updates.

B. Project Updates.

6. LICENSES OR PERMITS:

A. Daniel Bartini for Driveway Permit at 180 Division Street. (Discussion/Vote)

B. William J. Paul/Cantina 229 for One Day All Alcoholic Liquor License for Thursday,
December 20, 2018 from 8:00 PM – 12:00 Midnight at 25 Railroad Street. (Discussion/Vote)

C. 2019 ANNUAL LICENSE RENEWALS: (Discussion/Vote)

Common Victualler Restaurant–All Alcoholic

1. 20 Railroad Public House
2. Aegean Breeze
3. Allium

4. Aroma Bar & Grill
5. Bizen
6. Bogies
7. Botanica
8. The Brick House Pub
9. Café Adam
10. Cove Bowling & Entertainment
11. Crissey Farm Catering
12. Donaji
13. The East
14. Egremont Country Club
15. Fiddleheads Grill
16. Fiesta Bar & Grill
17. Four Brothers Pizza Inn
18. Fuel
19. GB Eats
20. I.E., Inc.
21. Koi Chinese Restaurant
22. Manhattan Pizza
23. Market Place Kitchen Table
24. Number Ten
25. Prairie Whale
26. Risingdale Café
27. Rubiner's Cheesemonger's & Grocers, LLC
28. Shiro
29. Thornewood Inn
30. Triplex Cinema
31. The Well
32. Xicohtencatl Mexican Restaurant

Common Victualler Restaurant–Wine and Malt

1. Baba Louie's Organic Sourdough Pizza
2. Barrington Brewery
3. Bizalion's Fine Food, Ltd
4. Great Barrington Pizza House, Inc.
5. Naji's
6. Siam Square Fine Thai Cuisine
7. Tangier Café

Common Victualler Wine and Malt without Food

1. Mahaiwe Performing Arts Center Inc.

Package Store–All Alcoholic

1. Aberdale's, Inc.
2. Cellarbration
3. Domaney's Liquor's
4. Gorham and Norton, Inc.
5. Guido's Quality Fruit and Produce, Inc.
6. Plaza Package

7. Trotta's Fine Wine & Spirits

Package Store-Wine and Malt

1. Locke, Stock and Barrel

Club-All Alcoholic

1. James A. Modolo VFW Post #8348, Inc.

Common Victualer

- 1) 1Shree-3 LLC
2) 20 Railroad *CHANGE*
3) Aberdale's, Inc. *CHANGE*
4) Aegean Breeze
5) Allium
6) Aroma Bar & Grill *CHANGE*
7) Baba Louie's Pizza
8) Barrington Brewery & Restaurant
9) Berkshire Co-op Market
10) Big Y World Class Market
11) Bistro Box, The
12) Bizalion's Fine Food
13) Bizen *CHANGE*
14) Bogie's
15) Botanica
16) The Brickhouse Pub Inc.
17) Café Adam
18) Cove Bowling and Entertainment Inc.
19) Crissey Farm
20) Cumberland Farms
21) Donaji *CHANGE*
22) Dunkin Donuts
23) The East
24) Egremont Country Club
25) Elixer *CHANGE*
26) Extra Special Teas *CHANGE*
27) Fairfield Inn & Suites

Days & Hours of Operation:

Monday – Sunday, 5 AM – 11 PM
From: Monday – Sunday, 6 AM – 1 AM
To: Monday – Sunday, 11 AM – 2 AM
From: Monday – Sunday, 6 AM – 11 PM
To: Monday – Sunday 6:30 AM to 11 PM
Monday – Sunday, 11 AM – 10 PM
Monday – Sunday, 5 PM – 2 AM
From: Tuesday – Sunday, 11:30 AM – 3 PM
Monday – Sunday, 4:30 PM – 11 PM
To: Monday – Sunday, 11:30 – 10 PM
Sunday – Saturday, 11:30 AM – 3 PM
Friday – Saturday, 5 PM – 10 PM
Sunday – Thursday, 5 PM – 9:30 PM
Monday – Sunday, 11:30 AM – 2 AM
Monday – Sunday, 8 AM – 8 PM
Monday – Saturday 7 AM – 10 PM
Monday – Sunday, 11 AM – 8 PM
Monday – Sunday, 9 AM – 4 PM
From: Monday – Sunday, 12 PM – 10 PM
To: Monday – Sunday 11 AM-10 PM
Monday – Sunday 8 AM – 2 AM
Monday – Sunday 6:30 AM – 11 PM
Monday – Wednesday 4 PM – 12 AM
Thursday – Sunday 11:30 AM – 12 AM
Wednesday – Sunday 5 PM – 9 PM
Monday – Sunday 9 AM – 1 AM
Monday – Sunday 7 AM – 12 AM
Monday – Sunday 24 Hours
From: Monday – Sunday 7 AM – 10 PM
To: Monday – Sunday 7 AM – 11 PM
Monday – Sunday 5 AM – 10 PM
Monday – Thursday 11 AM-10 PM
Friday & Saturday 11 AM-11 PM
Sunday 12 PM – 10 PM
Monday – Sunday 11 AM – 11 PM
From: Monday – Sunday 10 AM – 10 PM
To: Monday – Sunday 8 AM – 8 PM
From: Monday – Sunday 11 AM – 5 PM
To: Monday – Sunday 10 AM – 5 PM
Monday – Sunday 24 Hours

28) Fairview Hospital	Monday – Sunday 6:30 AM – 7 PM
29) Farm Country Soup	Monday – Sunday 7 AM – 9 PM
30) Fiddleheads Grill	Monday – Sunday 11 AM – 12:30 PM
31) Fiesta Bar & Grill	Monday – Sunday 11 AM – 10 PM
32) Four Brothers Pizza Inn	Monday – Sunday 11 AM – 10 PM
33) Fuel	Monday – Sunday 7 AM – 7 PM
34) GB Eats	Monday – Sunday 7 AM – 9 PM
35) Gorham and Norton	Monday – Saturday 8 AM – 6 PM
36) Great Barrington Bagel Company	Monday – Sunday 6:30 AM – 4 PM
37) Great Barrington Pizza House	Monday – Sunday 10 AM – 10 PM
38) Great Barrington Sunoco	Monday – Sunday 6 AM – 10 PM
39) Great Wall Chinese Restaurant	Monday – Sunday 11 AM – 10:30 PM
40) Guido's Fresh Marketplace	Monday – Saturday 9 AM – 7 PM
41) Home Sweet Home Doughnut Shoppe	Monday – Friday 6:30 AM – 3 PM
42) i.e. Inc. (Butternut)	Monday – Sunday 8 AM – 8 PM
43) James A. Modolo VFW Post #8348, Inc.	Monday – Sunday 12 PM – 12 AM
44) Koi Chinese Restaurant	Monday – Sunday 11 AM – 9:30 PM
45) Lipton Mart #606	Monday – Sunday 6 AM – 11 PM
46) Manhattan Pizza	Monday – Sunday 11 AM – 10 PM
47) Marketplace Kitchen Table	Monday – Sunday 7 AM – 9 PM
48) Marty & Jim's	Monday – Sunday 9 AM – 11 PM
49) McDonald's #2809	Monday – Sunday 5 AM – 11 PM
50) Naji's	Monday – Sunday 9 AM – 11 PM
51) Number Ten	Monday – Sunday 5 PM – 11 PM
52) Patisserie Lenox	Monday – Sunday 8 AM – 8 PM
53) Pleasant & Main	Tuesday – Sunday 7 AM – 9 PM
54) Prairie Whale	Monday – Sunday 7 AM – 2 AM
55) Price Chopper	Monday – Sunday 6 AM – 12 AM
56) Risingdale Café	Monday – Sunday 11 AM – 1 AM
57) Rubiner's Cheesemonger's & Grocers, LLC	Monday – Sunday 7 AM – 11 PM
58) Shiro *CHANGE*	From: Monday – Sunday 11 AM – 10:30 PM
	To: Monday – Sunday 9 AM – 9 PM
59) Siam Square Fine Thai Cuisine	Monday – Thursday 11:30 AM – 10 PM
	Friday - Saturday 11:30 AM – 11 PM
	Sunday 12 PM – 10 PM
60) Soco	Monday – Sunday 12 PM – 10 PM
61) South Main Xtra Mart	Monday – Sunday 24 hours a day
62) Steam Noodle Café	Monday – Sunday 10 AM – 9 PM
63) Subway	Monday – Sunday 8 AM – 9 PM
64) Taft Farms Inc.	Monday – Sunday 8 AM – 6 PM
65) Tangier Café	Monday – Sunday 9 AM – 9 PM
66) Taqueria Azteca *CHANGE*	From: Monday – Sunday 11 AM – 9 PM
	To: Monday – Sunday 10 AM – 10 PM
67) Thornewood Inn	Monday – Sunday 7 AM – 12 AM
68) Triplex Cinema, The	Monday – Sunday 8 AM – 12 AM
69) Well, The	Monday – Sunday 12 PM – 1 AM
70) Windflower	Monday – Sunday 24 Hours
71) Wyantenuck Country Club	Monday – Sunday 10 AM – 10 PM
72) Xicohtencatl Mexican Restaurant	Monday – Sunday 12 PM – 10 PM

Weekday Entertainment:

- | | | |
|-----|---|---|
| 1. | Bard College at Simon's Rock | Monday – Saturday 1 PM – 12 AM |
| 2. | Berkshire Co–Op Market | Monday – Saturday 8 AM – 8 PM |
| 3. | Berkshire South Regional Community Center | Monday – Saturday 10 AM – 11:59 PM |
| 4. | Bogie's | Monday – Friday 12 PM – 1:30 AM
Saturday 12 PM – 11:59 PM |
| 5. | The Brickhouse Pub | Monday – Friday 9 PM – 1 AM
Saturday 9 PM – 11:59 PM |
| 6. | Crissey Farm *CHANGE* | From: Monday – Saturday 12 PM – 11 PM
To: Monday – Saturday 12 PM – 11:59 PM |
| 7. | Egremont Country Club *CHANGE* | From: Monday – Saturday 6 PM – 11:59 PM
To: Monday – Saturday 6 PM – 11 PM |
| | (For private parties with attendance limits where a meal is the primary attraction & must be controlled by an onsite manager) | |
| 8. | Fiesta Bar & Grill | Monday – Saturday 8 PM – 2 AM |
| 9. | Fuel | Monday – Saturday 10 AM – 12 PM |
| 10. | The Guthrie Center | Monday – Friday 9 AM – 12 AM
Saturday 9AM – 11:59PM |
| | (For private parties with attendance limits where a meal is the primary attraction & must be controlled by an onsite manager) | |
| 11. | James A. Modolo VFW Post #8348, Inc. | Monday – Friday 2:30 PM – 11:59 PM
Saturday, 12 PM – 11:59 PM |
| | (For private parties with attendance limits where a meal is the primary attraction & must be controlled by an onsite manager) | |
| 12. | Mahaiwe Performing Arts Center, Inc. | Monday – Saturday 10 AM – 11 PM |
| 13. | Naji's | Monday – Friday 6 PM – 1 AM
Saturday 6 PM – 11:59P |
| 14. | Number Ten | Friday & Saturday 8 PM – 11 PM |
| 15. | Saint James Place | Monday – Saturday 8 AM – 11 PM |
| 16. | Tangier Café | Monday – Saturday 6 PM – 11:59 PM |
| 17. | Thornewood Inn | Monday – Saturday 10 AM – 11:59 PM |
| 18. | Triplex Cinema, The | Monday – Saturday 8 AM – 11:59 PM |
| 19. | Unitarian Universalist Church | Monday – Friday 10 AM – 10 PM |
| 20. | Wyantenuck Country Club | Monday – Saturday 5 PM – 11 PM |
| | (For private parties with attendance limits where a meal is the primary attraction & must be controlled by an onsite manager) | |
| 21. | Xicohtencatl Mexican Restaurant Inc. | Tuesday, Friday & Saturday, 6 PM–11 PM |

Sunday Entertainment:

- | | | |
|-----|---|-----------------|
| 1. | Bard College at Simon's Rock | 1 PM – 11:59 PM |
| 2. | Berkshire South Regional Community Center | 1 PM – 11:59 PM |
| 3. | Bogie's | 1 PM – 11:59 PM |
| 4. | Fiesta Bar & Grill LLC | 9 AM – 11:59 PM |
| 5. | Fuel | 1 PM – 11:59 PM |
| 6. | James A. Modolo VFW Post #8348, Inc. | 9 AM – 11:59 PM |
| 7. | Mahaiwe Performing Arts Center | 1 PM – 11:59 PM |
| 8. | Saint James Place | 1 PM – 11:59 PM |
| 9. | The Guthrie Center | 1 PM – 11:59 PM |
| 10. | Thornewood Inn | 1 PM – 11:59 PM |
| 11. | Triplex Movie Theater | 9 AM – 11:59 PM |

Innholder

1. The Barrington

2. Briarcliff Motel
3. Days Inn
4. Fairfield Inn
5. Holiday Inn
6. Lantern House
7. Mountain View Motel
8. Monument Mountain Motel
9. Travelodge
10. Wind in the Pines
11. Windflower Inn Inc
12. Thornewood Inn

Lodging House

1. Wainwright Inn LLC

Amusement

1. Barrington Brewery
2. Bogie's
3. Cove Bowling and Entertainment
4. James A. Modolo Post #8348
5. Risingdale Cafe

Bowling Alley

1. Cove Bowling and Entertainment, Inc.

Motion Picture

1. Mahaiwe Performing Arts Center
2. Triplex Cinema

Class II Auto

1. J.W. Auto
2. Johnny's Garage
3. Formel Motor Company, Inc.
4. D.A. Dempsey Auto Sales
5. J.D. Automotive Inc.
6. 7 & 23 Motor Sales
7. Decker's Auto Body Inc.
8. Larkin Ltd Enterprises, LLC

Class III Auto

1. Formel Motor Company Inc.
2. John's Auto Body
3. Decker's Auto Body, Inc.

2019 NEW LICENSES:

- A. Tajine Monjardo/Grande Furto Auto LLC for 2019 Class II Second Hand Vehicles
License at 1 Nolan Drive. (Discussion/Vote)

7. NEW BUSINESS:

- A. Natalie Narotzky and Jovanina Pagano – Proposal for Green Sustainability Strategy

Committee. (Discussion/Vote)

B. SB – Beverage Alcohol Training (BAT) for Package Store employees. (Discussion/Vote)

8. OLD BUSINESS:

A. SB – To Approve Trail Agreement with Great Barrington Land Conservancy, Inc.
(Discussion/Vote)


9. CITIZEN SPEAK TIME:

10. SELECTBOARD'S TIME:

11. MEDIA TIME:

12. ADJOURNMENT:

NEXT SELECTBOARD'S MEETING: Monday, January 14, 2019, 7:00 P.M.



Jennifer Tabakin, 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 also be brought up for discussion to the extent permitted by law.



TOWN OF GREAT BARRINGTON MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

DATE: December 12, 2018

TO: Jennifer Tabakin, Town Manager

FROM: Sean VanDeusen, DPW Superintendent *SV*

SUBJECT: Sewer Abatements – for the Period 01/01/2018 through 06/30/2018

Bill Ingram, WWTP Superintendent, and I met to discuss the requests of those persons applying for an abatement of their sewer bill. After careful consideration of the information submitted and field data gathered during site visits, we herewith make the following recommendations relative to those applications.

The following temporary and permanent sewer abatement applications were received and approved for the reason stated on the application.

Sewer Abatelements - 01/01/2018 through 06/30/2018

Applicant	Invoice Number	Service Address	City St Zip	Current Billing	Abatement	Duration
Dorothy Capasse	67522	228 East Street	Great Barrington, MA 01230	\$ 253.00	\$ 126.50	Temporary
Robin and Will Curieltti	64584	119 Front Street	Housatonic MA 01236	\$ 506.00	\$ 253.00	Permanent
Emmanuel and Pauline Dongala	64927	255 State Road	Great Barrington, MA 01230	\$ 506.00	\$ 253.00	Temporary
James Driscoll	66894	38 Christian Hill Road	Great Barrington MA 01230	\$ 253.00	\$ 126.50	Temporary
John Fitzgerald	68180	114 Cottage Street	Great Barrington, MA 01230	\$ 253.00	\$ 126.50	Temporary
George Guerrero	67091	127 - 129 Castle Hill Avenue	Great Barrington, MA 01230	\$ 1,012.00	\$ 253.00	Temporary
Jack Henderson	68231	23 Church Street	Great Barrington, MA 01230	\$ 1,012.00	\$ 506.00	Temporary
Jeanne Holcomb	66896	226 Prospect Street	Housatonic, MA 01236	\$ 506.00	\$ 253.00	Temporary
Robert Holcomb		34-36 Cottage Street	Great Barrington, MA 01230	\$ 506.00	\$ 253.00	Temporary
Patrick Hollenbeck	66517	1075 Main Street	Housatonic, MA 01236	\$ 506.00	\$ 253.00	Temporary
Patrick Hollenbeck	68380	226 Pleasant Street	Housatonic MA 01236	\$ 506.00	\$ 253.00	Temporary
Richard & Ann Klein	67725	684 Main Street	Great Barrington MA 01230	\$ 759.00	\$ 253.00	Temporary
Charles Lord	66465	7 High Street	West Stockbridge, MA 01266	\$ 506.00	\$ 253.00	Temporary
Margaret Minges	68122	31 Dresser Avenue	Great Barrington, MA 01230	\$ 1,012.00	\$ 506.00	Temporary
Ellen Murtagh	67316	21 Highland Drive	Great Barrington MA 01230	\$ 506.00	\$ 253.00	Temporary
47 Railroad LLC	65393	49 Railroad Street	Great Barrington MA 01230	\$ 1,012.00	\$ 1,012.00	Permanent
26 Manville LLC	67710	21 Manville Street	Great Barrington MA 01230	\$ 253.00	\$ 126.50	Temporary
26 Manville LLC	67710	28 Manville Street	Great Barrington MA 01230	\$ 253.00	\$ 126.50	Temporary
Alton Stalker	68261	39 Humphrey Street	Great Barrington MA 01230	\$ 506.00	\$ 253.00	Temporary
Gary Storti	68058	77 East Street	Great Barrington, MA 01230	\$ 253.00	\$ 126.50	Temporary
Little Brook Farm, LLC	67881	16 Depot Street	Housatonic MA 01236	\$ 1,518.00	\$ 759.00	Temporary
Town of Great Barrington	67897	207 Pleasant Street	Housatonic MA 01236	\$ 253.00	\$ 126.50	Temporary
CEGAM	67956	230 Stockbridge Road	Great Barrington, MA 01230	\$ 506.00	\$ 253.00	Temporary


DPW Superintendent

Town Manager

RECEIVED
TOWN MANAGER

NOV 27 2018

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

Town of Great Barrington

Board of Selectmen

Application for Access to a Public Way / Driveway Permit

Form date: June 2011

Fee \$50.00

Number _____

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date 11-27-2018

Name of Applicant / Property Owner Daniel Bartini

Mailing address 71 East St Gt. Barrington MA 01230

Phone number 860-798-3808

Location of proposed driveway / highway entrance 180 Division St Gt. Barrington

Contractor who will perform the work Joe Wilkinson and Sons

Address & phone number of contractor 1551 Boardman St Sheffield MA • 413-229-771

Proposed construction date ASAP

Type of driveway (gravel, asphalt, etc.) gravel

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be:

- () approved as submitted
(☒) approved with conditions attached
() disapproved for reasons attached
() resubmitted with changes suggested per attached

Staff Reviews Received:

	Received	Conditions Recommended	Other Permits Required
Conservation:	(<input checked="" type="checkbox"/>)	()	()
Fire Chief:	(<input checked="" type="checkbox"/>)	()	()
Planning:	(<input checked="" type="checkbox"/>)	()	()

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

Pursuant to its vote of _____ in favor and _____ opposed, at its meeting on _____, the Great Barrington Board of Selectmen granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectmen: _____, its _____, _____
(signature) (title) (date)



TOWN OF GREAT BARRINGTON MASSACHUSETTS

Department of Public Works

Sean Van Deusen
Public Works Superintendent

Ph: (413) 528-0867
svandeusen@townofgb.org

Conditions on Application for Access to Public Way

334 Main St
Great Barrington, MA 01230

Telephone: (413) 528-0867

Applicant: Daniel Bartini
Location: 180 Division St
From: Sean Van Deusen, Public Works Superintendent
Date: December 18, 2018

1. The applicant shall construct the proposed access to conform to the following applicable criteria listed under Section 153-14, Design requirements of the Town of Great Barrington Code::

B. Driveway location as shown on the attached plan is acceptable, with regards to alignments with the way, profile, sight distance conditions and not located at the extreme edge of the property.

C. No more than two (2) driveways shall normally be allowed for any property, unless there is a clear necessity for more.

D. Driveways shall not normally be approved at intersections, because of potential safety hazards.

E. Culverts taking the place of roadside ditches shall have a diameter of not less than 15" (A culvert is not required at this location)

F. Entrance elevation at the point of entry into the public right-of-way shall be no more than the elevation of the shoulder of the road.

G. Driveways should be so constructed that water from the driveway shall not drain onto the crown of the road.

H. In no instance shall the edge of the driveway entering onto the road conflict with the flow of surface water runoff.

I. Driveway width shall not more than 24-feet. Any curb at the entrance shall be rounded off with a radius of no more than 20 feet.

J. Pitch of driveway shall be downward from the edge of the road to sideline of the town right-of-way or front property line.

K. Driveways should be located to the best advantage with respect to the alignment with the way, profile and sight distance conditions. In no instance shall a driveway intersect the way at less than a sixty degree angle. Unless there is no alternative, a driveway should not be located within a required side yard.

L. No permit shall be issued for any driveway to a structure or proposed structure on a grade in excess of ten percent (10%) above the road or street level until and unless the applicant submits plans to the Highway Superintendent showing that the driveway will be constructed in a such a way so as not to discharge water, stones or other materials onto any public street, road or highway.(A plan has been provided that shows a drainage system that water will not be discharged into the road)

2. Install a paved driveway apron in accordance with the following requirements:

A. Apron dimensions: See attached Plans

C. Place 3-inches of bituminous concrete on 12-inches of compacted gravel. Place asphalt tack coat along the edge of the road where the apron meets the edge of the existing pavement.

The applicant agrees to notify the Highway Superintendent (528-2500) at least 48 hours prior to the installation of the paved apron. (The driveway apron already exists)

3. Should there be, after completion of the driveway, discharges of water, stones, or silt onto the public way or onto property of any abutters or neighbors, the property owner shall take whatever steps are necessary to eliminate such discharges.

4. The applicant shall maintain the proposed access to conform to the following applicable condition listed under Section 153-17, Continuing responsibility of owners, of the Town of Great Barrington Code:

Abutting property owners shall be responsible for keeping culverts under their driveways cleared and for maintaining driveways in condition conforming to the requirements of the permit.



TOP OF IRON ROD
ELEVATION: 117.88

N 84°53'14" W 188.28'

SLURRY
PIT

EXISTING
WELL

DIRT
PILE

PROPOSED
HOUSE

GRAVEL
DRIVEWAY

DIRT
PILE

DIRT
PILE

TEST
PIT
1B

TEST
PIT
1A

PERC
TEST
1

APPROXIMATE
LOCATION OF
PROPOSED
S.A.S.

BENCHMA
NAIL IN RC
OF 24" P
ELEVATION:

SHED

STUMP
.51

DRIVEWAY
(RIGHT OF WAY)

PERC
TEST 2
TEST PIT
2B

PROPOSED SWALE
FOR DRAINAGE

APPROX.
SIDELINE

S 85°35'08" E
117.00'

S 82°18'23" E
50.49'

CATCH
BASIN

APPROX.
SIDELINE

DIVISION STREET

Amy Pulver

From: Chris Rembold
Sent: Thursday, November 29, 2018 9:03 AM
To: Sean Van Deusen; Amy Pulver; Pete Soules; Charles Burger; Great Barrington Conservation Commission
Subject: RE: New Driveway Permit: 180 Division Street, Daniel Bartini

That was my only question, but if DPW is ok, I have no Planning concerns.

Chris

Christopher Rembold, AICP
Town Planner
Town of Great Barrington
(413) 528-1619, ext. 7

From: Sean Van Deusen
Sent: Wednesday, November 28, 2018 2:44 PM
To: Amy Pulver; Pete Soules; Charles Burger; Great Barrington Conservation Commission; Chris Rembold
Subject: RE: New Driveway Permit: 180 Division Street, Daniel Bartini

Pete and I are satisfied he has dealt with the water issue on the plans. -Sean

From: Amy Pulver
Sent: Wednesday, November 28, 2018 2:41 PM
To: Sean Van Deusen; Pete Soules; Charles Burger; Great Barrington Conservation Commission; Chris Rembold
Subject: RE: New Driveway Permit: 180 Division Street, Daniel Bartini

Apologies, please see the complete packet attached. Thanks for the heads up Charlie.

Best,
Amy

Amy Pulver
Administrative Assistant
Selectboard / Town Manager's Office

IT Coordinator
Town of Great Barrington
413.528.1619
413.528.2290 fax
www.townofgb.org

From: Amy Pulver
Sent: Wednesday, November 28, 2018 12:46 PM
To: Sean Van Deusen; Pete Soules; Charles Burger; Shep Evens; Chris Rembold
Subject: New Driveway Permit: 180 Division Street, Daniel Bartini
Importance: High

Please find attached a new driveway permit from Daniel Bartini for 180 Division Street.

Best,

Amy Pulver

From: Charles Burger
Sent: Wednesday, November 28, 2018 4:29 PM
To: Amy Pulver; Sean Van Deusen; Pete Soules; Great Barrington Conservation Commission; Chris Rembold
Subject: RE: New Driveway Permit: 180 Division Street, Daniel Bartini

No issues for the FD.

Charles Burger
Chief, Great Barrington Fire Department
37 State Rd.
Great Barrington, MA 01230
Phone: 413-528-0788
Fax: 413-528-8315

From: Amy Pulver
Sent: Wednesday, November 28, 2018 2:41 PM
To: Sean Van Deusen; Pete Soules; Charles Burger; Great Barrington Conservation Commission; Chris Rembold
Subject: RE: New Driveway Permit: 180 Division Street, Daniel Bartini

Apologies, please see the complete packet attached. Thanks for the heads up Charlie.

Best,
Amy

Amy Pulver
Administrative Assistant
Selectboard / Town Manager's Office

IT Coordinator
Town of Great Barrington
413.528.1619
413.528.2290 fax
www.townofgb.org

From: Amy Pulver
Sent: Wednesday, November 28, 2018 12:46 PM
To: Sean Van Deusen; Pete Soules; Charles Burger; Shep Evens; Chris Rembold
Subject: New Driveway Permit: 180 Division Street, Daniel Bartini
Importance: High

Please find attached a new driveway permit from Daniel Bartini for 180 Division Street.

Best,
Amy

Amy Pulver
Administrative Assistant
Selectboard / Town Manager's Office

IT Coordinator
Town of Great Barrington

Amy Pulver

From: Great Barrington Conservation Commission
Sent: Friday, November 30, 2018 4:13 PM
To: Amy Pulver
Subject: RE: New Driveway Permit: 180 Division Street, Daniel Bartini

No Conservation Commission jurisdiction. Scenic Mountain area is well uphill from this lot.
New driveway is not a problem for Conservation.
-Shep

From: Amy Pulver
Sent: Wednesday, November 28, 2018 2:41 PM
To: Sean Van Deusen; Pete Soules; Charles Burger; Great Barrington Conservation Commission; Chris Rembold
Subject: RE: New Driveway Permit: 180 Division Street, Daniel Bartini

Apologies, please see the complete packet attached. Thanks for the heads up Charlie.

Best,
Amy

Amy Pulver
Administrative Assistant
Selectboard / Town Manager's Office

IT Coordinator
Town of Great Barrington
413.528.1619
413.528.2290 fax
www.townofgb.org

From: Amy Pulver
Sent: Wednesday, November 28, 2018 12:46 PM
To: Sean Van Deusen; Pete Soules; Charles Burger; Shep Evens; Chris Rembold
Subject: New Driveway Permit: 180 Division Street, Daniel Bartini
Importance: High

Please find attached a new driveway permit from Daniel Bartini for 180 Division Street.

Best,
Amy

Amy Pulver
Administrative Assistant
Selectboard / Town Manager's Office

IT Coordinator
Town of Great Barrington
413.528.1619
413.528.2290 fax
www.townofgb.org



Fee: \$25.00 (per day) *pd.*

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: WILLIAM J. PAUL

Organization Name: CANTINA 229

Applicant's Address: 229 HARTSVILLE NEW MARLBORO Rd. NEW MARLBORO, MA.

Telephone Number: (413) 446-3222

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

ONE DAY ALL ALCOHOLIC

Event: ISMA NELSON GALLERY EVENT

Date: 12/26/18 Start Time: 8:00 PM End Time: 12:00 Midnight

Event Address: 25 Railroad St. GT. BARRINGTON, MA. 01230

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.

[Signature]
Signature of Applicant

12/13/18
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____

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 - \$50.00

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

Applicant Name: TAJINE MONJARDO
Business Name: GRANDE FURTO AUTO LLC
Business Address: 7 NOLAN DRIVE
City, ST & Zip: GREAT BARRINGTON MA 01230
Mailing Address: SAME
City, ST & Zip: _____
Phone: 413 822 4446 Email: taj@hmcoston.com

Circle One:

Individual

Co-Partnership

Association

Corporation

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:

President: TAJ MONJANDO 71 EAST SHEFFIELD RD. Great Barrington MA 01230

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:

GARAGE WITH LIFT + ROLL UP DOOR

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? 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? YES ☒ NO

[Signature]
Signature

11/11/18
Date

Draft Proposal to Great Barrington Select Board for Formation of the Strategic Sustainability and Livability Committee

To: Great Barrington Select Board

From: Natalie Narotzkzy and Jovanina Pagano

Date: December 14, 2018

Mission:

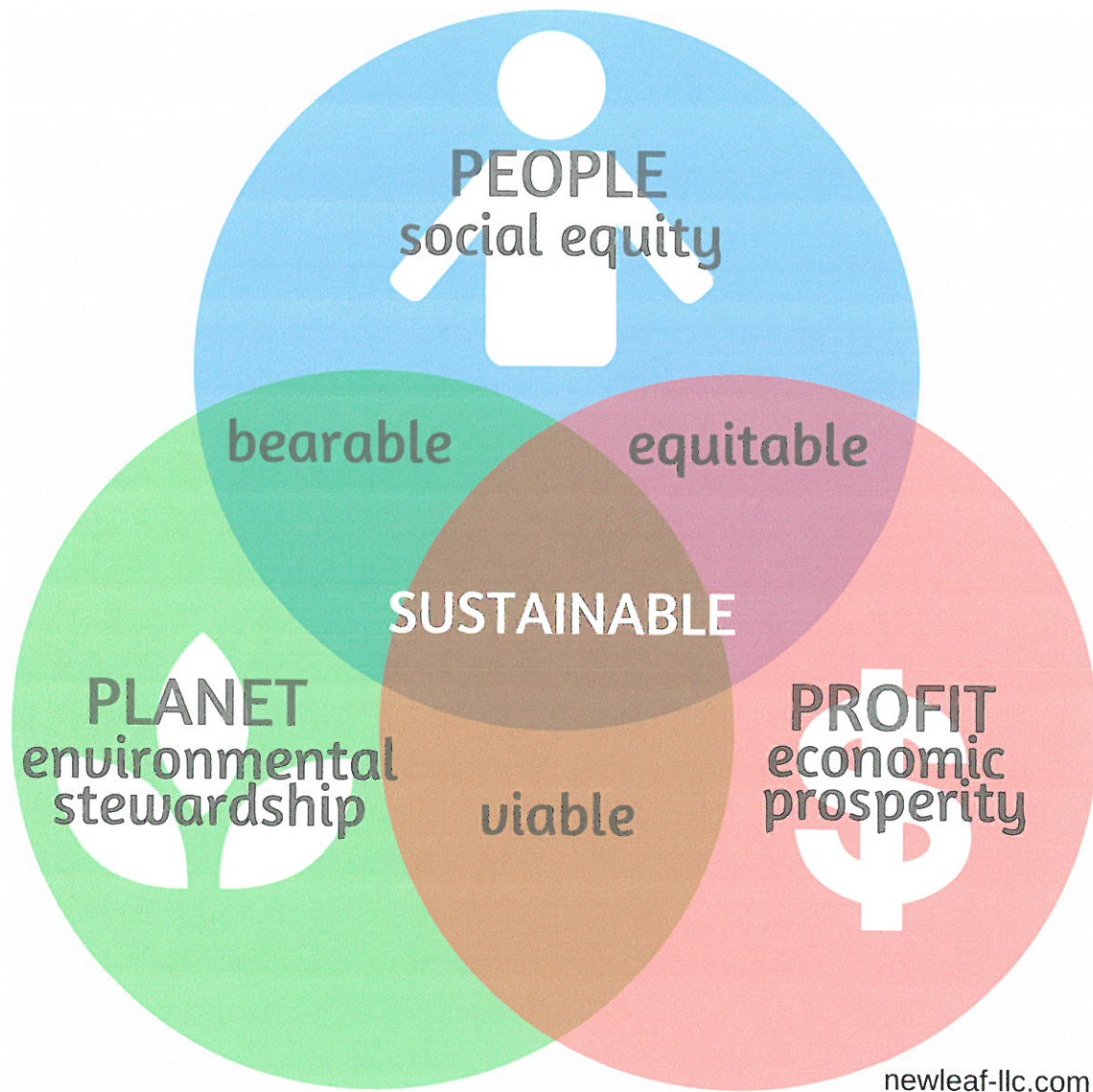
To research, recommend, and support implementation of sustainability initiatives that have the maximum impact on reducing the town's greenhouse gas footprint, while improving resilience to the changing climate, and building community cohesion. Initiatives will be considered and selected not only for their impact on climate emissions but also for their impact on supporting affordability, accessibility, and cost savings for full-time residents.

Proposal:

Communities across the world are at a crossroads. We know that per the latest Intergovernmental Panel on Climate Change (IPCC) report, we have 12 years to act swiftly to mitigate the most devastating impacts of climate change. Of course, many communities in the United States and across the world are already experiencing these impacts. On a positive note, there are many workable, policy-centered steps a town like Great Barrington can take to address this grave issue on a local level.

Though on the surface it may seem unrelated, one of the many barriers to environmental action in our town is the crisis of affordability young families and working people are experiencing around housing and other services. This, while the town is developing rapidly with new commercial and residential properties, most of which are out of reach of the local working person. While Great Barrington made history by becoming the third community in the country to adopt a ban on single use plastic bottles and to directly address global pollution in this way, it also exposed a significant values fracture in the community, compromised community trust in the Town Meeting process, and drew time and money from town resources.

This committee would hope to broaden a traditional view of sustainability and environmentalism by considering a triple bottom line approach, which defines sustainability as including environmental, social, and environmental aspects (*see below figure*). Sustainability and environmental protection are core values in the Berkshires and Great Barrington. By advancing broad sustainability initiatives, the Town may be able to better retain and attract young residents to improve the vitality and economic sustainability of the Town.



This committee would seek to address issues of climate change -- including energy use, recycling, and other essential issues -- while being attendant to the multifaceted needs of the whole Great Barrington community. Having a strategic sustainability committee as a formalized part of Town Government will allow for a more holistic assessment of potential initiatives in the future, will bring a broader set of perspectives to the table, and will maximize the public benefit for future policy initiatives.

Additionally, the Town has been without a formal Green Committee for several years after receiving Green Community status. Another key focus of a subcommittee would be to support the Public Works Superintendent on identifying projects at municipal facilities that could utilize Green Communities funding and ensure that we are on track with reporting requirements to be eligible for future funding. These projects would support sustainability and energy goals while saving taxpayers money.

Potential activities:

- Researching efficiency and renewable energy initiatives to reduce Town Government's footprint while saving taxpayers money.
- Researching, proposing, and implementing community-wide policy initiatives.
- Engaging the community around sustainability, climate, and affordability issues.
- Advising town staff and the Select Board on sustainability work.
- Acting as an internal sustainability coordination body to ensure the Town's good work is promoted to the community and to break down any communication silos between town staff, elected officials, community members, and other committees.

Committee Member Selection:

We come to you as two Great Barrington residents who have been involved locally in climate and environmental activities, including as volunteer members of the Heat Smart Team over the last year. The primary goal for this proposal is to ensure the committee can be created. While we are very committed to seeing this committee through and getting it off the ground, we hope the Town will openly recruit diverse perspectives and expertises to come at this work from multiple angles, like contractors, architects, social justice, etc. The group should represent the diversity of our community, including age, race, income, employment types, and sectors of experience. We hope the committee can truly address sustainability from all angles and go beyond the choir of a typical environmental group to meet the growing needs of the town. We look forward to an active public recruitment process but would be honored to apply and be selected as well. More detailed information on who we are for reference can be found below.

Natalie Narotzky is a sustainability professional who has spent the last six years supporting local government sustainability officers at the Urban Sustainability Directors Network. She brings deep experience in local government sustainability and climate policy, which can inform potential initiatives to be considered. She is also involved locally as former coordinator of 350Mass Berkshires, member of the HeatSmart volunteer team, and the current organizer of Great Barrington's Green Drinks at the Prairie Whale.

Jovanina Pagano is a licensed social worker who has worked in the realm of adolescent development for many years, first in New York City and now in Great Barrington where she works as a clinician at the John Dewey Academy. In NYC, Jovanina directed programs providing educational support and advocacy for under-served youth and their families. Since moving to Great Barrington, Jovanina has expanded her focus from social justice to include environmental justice, joining the environmental group 350Mass and engaging with other local citizens to focus on environmental and climate change work at the local level. Jovanina was one of the HeatSmart volunteer team members, focusing on making the program accessible to low- and moderate-income citizens.

Supplemental Information:

The Sustainable Development Goals, listed below, are a globally agreed upon framework to achieve sustainable development, a combination of social inclusion, environmental sustainability, and economic development. We are sharing this just to demonstrate the global consensus on the the broad, triple bottom line sustainability approach. Learn more in the Sustainable Development Report on the United States 2018:

<https://www.sdqusa.org/uploads/SDGreport2018.pdf>.

	GOAL 1: End poverty in all its forms everywhere		GOAL 10: Reduce inequality within and among countries
	GOAL 2: End hunger, achieve food security and improved nutrition and promote sustainable agriculture		GOAL 11: Make cities and human settlements inclusive, safe, resilient and sustainable
	GOAL 3: Ensure healthy lives and promote well-being for all at all ages		GOAL 12: Ensure sustainable consumption and production patterns
	GOAL 4: Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all		GOAL 13: Take urgent action to combat climate change and its impacts
	GOAL 5: Achieve gender equality and empower all women and girls		GOAL 14: Conserve and sustainably use the oceans, seas and marine resources for sustainable development
	GOAL 6: Ensure availability and sustainable management of water and sanitation for all		GOAL 15: Protect, restore and promote sustainable use of terrestrial ecosystems, sustainably manage forests, combat desertification, and halt and reverse land degradation and halt biodiversity loss
	GOAL 7: Ensure access to affordable, reliable, sustainable and modern energy for all		GOAL 16: Promote peaceful and inclusive societies for sustainable development, provide access to justice for all and build effective, accountable and inclusive institutions at all levels
	GOAL 8: Promote sustained, inclusive and sustainable economic growth, full and productive employment and decent work for all		GOAL 17: Strengthen the means of implementation and revitalize the global partnership for sustainable development
	GOAL 9: Build resilient infrastructure, promote inclusive and sustainable industrialization and foster innovation		

JOIN NOW

Home » Server Training



BEVERAGE ALCOHOL TRAINING (BAT)

Produced By
Massachusetts Package Stores Association

Your Chance to Train Package Store Staff for Safe and Legal Alcohol Sales

Massachusetts has entered into a period of increased scrutiny on how independent package stores operate their businesses. There are several reasons for the increased scrutiny. One is a



heightened awareness and urgency to eliminate illegal sales and to keep alcohol out of the hands of underage persons. Another is to raise revenues for the state. The result is that if you fail to follow outlined procedures and regulations, you and your store potentially face severe criminal and civil penalties. These penalties could cost you your package store business.

To help protect your investment, MassPack provides a Beverage Alcohol Training (BAT) program for package store owners and employees as an education and certification tool. The MassPack BAT seminar provides training in many very important areas that

are specific to off premises retailers in Massachusetts. Examples include recognizing fake and altered ID's, handling intoxicated and problem customers, and preventing sales to legal customers who are buying for underage people. Each seminar also provides ample time for student interaction and testing for certification. Additionally, the three-year certification will satisfy the requirements of most local authorities and may save your store(s) a great deal of money on liability insurance.



MassPack offers "BAT" trainings throughout the state in both the spring and fall of each year. Dates and locations for the next series of BAT seminars and testing are now posted (see below).

Please also know that as MassPack members, you are able to take advantage of reduced rates to attend or send your employees to the trainings. Do not hesitate to call the MassPack Office if you have questions or need further information.

Contact the MassPack office for more information about BAT certification:

Massachusetts Package Stores Association, Inc.
30 Lyman St., Suite 2 | Westborough, MA 01581
Phone: (508) 366-1100 / Fax: (508) 366-1104
Email: info@masspack.org

REGISTER NOW



ATM May 7/2018

ARTICLE 15:

To see if the Town will vote to transfer the care, custody, management and control of the approximately 8.34 acres of property on East Mountain, shown on Assessors' Map 37 as Parcel 53, to the Selectboard for the purpose of transfer or conveyance, and authorize the Selectboard to transfer or donate the property to the Commonwealth of Massachusetts, and to take all action and execute all documents necessary in connection therewith, or to take any other action relative thereto.

ARTICLE 16:

To see if the Town will vote to authorize the Selectboard to grant to the Great Barrington Land Conservancy certain perpetual land use rights, under a Natural Area and Trail Use Agreement with the Great Barrington Land Conservancy in connection with the construction, use and maintenance of a recreational trail, as shown on six pages of plans entitled "Easement Plan Prepared for the Great Barrington Land Conservancy Riverfront Trail," prepared by Foresight Land Services, Pittsfield, MA, which are on file with the Town Clerk, or to take any other action relative thereto.

ARTICLE 17:

To see if the Town will vote to discontinue as a public way the westerly portion of Manville Street, as shown on a Site Plan prepared by SK Design Group Inc. dated March 23, 2018, on file with the Town Clerk, and which portion is described as follows: Beginning at a point in the northerly line of Manville Street 568 feet westerly in said northerly line from the westerly line of Main Street; Running thence westerly in said northerly line a distance of 261 feet, more or less, to land now or formerly of the New York, New Haven & Hartford Railroad Company; Running thence southerly along land now or formerly of said Railroad Company a distance of 40 feet, more or less, to the southerly line of Manville Street; Running thence easterly in said southerly line a distance of 263 feet, more or less to a point; and Running thence northerly across Manville Street a distance of 40 feet, more or less, to the place of beginning, or to take any other action relative thereto.

ARTICLE 18: State Road Mixed Use (B2X)

To see if the Town will vote to amend the Zoning Bylaw by adding a new Section 9.14, State Road Mixed Use; amending Section 2.1.2, List of Business Districts; amending Section 3.1.4, Table of Use Regulations, amending Section 4.1.2, Schedule of Dimensional Requirements, as proposed below, and amending the Zoning Map as shown below, or to take any other action relative thereto.

Purpose of the Amendment: This amendment is proposed pursuant to the recommendations of the 2013 Master Plan to update the zoning in certain commercial areas within walking distance of a village center, to preserve and enhance the mix of residential and retail uses, and to reflect the context of the built fabric. This amendment would affect the area of State Road approximately between the Housatonic River and Belcher Square, as shown on the accompanying map, most of which is currently zoned B-2. Most of the B-2 parcels would be rezoned to B2X, while some would be rezoned to reflect their adjacent residential districts, e.g., R3 or R1B.

The existing B-2 designation allows for a wide variety of business and retail uses, but it is more restrictive

NATURAL AREA AND TRAIL USE AGREEMENT

This Natural Area and Trail Use Agreement ("Trail Agreement") is executed and effective on the last date written on the signature pages below and is by and between the TOWN OF GREAT BARRINGTON, a Massachusetts municipality, acting by and through its Selectboard pursuant to the vote under Article 16 of the warrant for the May 7, 2018 Annual Town Meeting, whose mailing address is 334 Main Street, Great Barrington, MA, 01230, its successors and assigns ("Licensor"), and the GREAT BARRINGTON LAND CONSERVANCY, INC., a non-profit corporation organized and existing under the laws of the Commonwealth of Massachusetts and having its mailing address as P.O. Box 987, Great Barrington, MA. 01230, its successors and assigns ("Licensee") (individually, a "Party" and together, the "Parties").

WHEREAS, the Town of Great Barrington is a municipality organized under the laws of the Commonwealth of Massachusetts and holds and maintains an easement in and through certain real properties for the use and maintenance of sewer lines and related appurtenances (the "Sewer Easement") as described in an instrument recorded in the Southern Berkshire Registry of Deeds at Book 384, Page 630 in locations shown on Plat File Map 61 of said Registry; and

WHEREAS, the Town of Great Barrington is also the owner of certain real estate pursuant to a deed recorded in the Southern Berkshire Registry of Deeds at Book 170, Page 485, (the "Olympian Meadows" ballfields), certain real estate pursuant to a deed recorded in the Southern Berkshire Registry of Deeds at Book 267, Page 289, (the "Soldiers and Sailors Memorial Field"), and certain other real estate pursuant to a deed recorded in the Southern Berkshire Registry of Deeds at Book 373, Page 564 (a 20-foot wide parcel) (collectively, "Licensor's Properties"); and

WHEREAS, the Great Barrington Land Conservancy, Inc. is a non-profit organization dedicated to the conservation and stewardship of natural resources and special places in the Town of Great Barrington for the benefit of the public; and

WHEREAS, the Parties are committed to the development and construction of a trail ("the Trail"), portions of which are to be located on the Licensor Properties and portions of which are to be located within the Sewer Easement area, as a scenic public walking trail, for passive recreation, and for the protection and preservation of wildlife and native plants; and

WHEREAS, the Licensor consents to the construction and maintenance of the Trail, as provided for herein, on the Licensor Properties and within the Sewer Easement area; and

WHEREAS, the Licensee has obtained easements for said Trail from the owners of the portions of the land in and through which the Licensor holds the Sewer Easement and upon which the Trail is to be developed and constructed; and

WHEREAS, the purpose of this Trail Agreement is to confirm the Licensor's grant of land use rights to Licensee to provide for public use of the Trail in perpetuity, and to clarify the obligations of the Parties concerning the construction, maintenance and use of the Trail;

NOW, THEREFORE, in consideration of, the mutual covenants, terms, conditions and restrictions herein contained the Licensor and the Licensee agree as follows, and the Licensor does hereby grant to the Licensee an easement in, over, and through the Licensor Properties and a license in, over and through the Sewer Easement area for the construction and maintenance of said Trail and, to the fullest extent possible, for public use thereof, upon the following covenants, terms, conditions and restrictions:

1) DESCRIPTION OF THE TRAIL LOCATION

The rights granted hereby are for said Trail, as described in the document entitled Trail Description and Site Plan, annexed hereto as "Exhibit A" and made a part of this Agreement.

2) USE OF THE TRAIL

The Trail may be used by the public and shall be used solely for passive recreational activities such as walking, hiking or snowshoeing. Bicycles and motorized vehicles shall be prohibited, except individuals with mobility impairments may use power-driven mobility devices appropriate for the trail, including motorized wheelchairs and scooters. The Trail will be open to the public, year-round, from dawn to dusk. However, the use limitations provided herein are not intended to limit the pre-existing rights of the Town of Great Barrington under its Sewer Easement or in the Licensor Properties, nor to limit the rights of the Licensor to use of the Licensor Properties in any manner not inconsistent with the rights granted herein to the Licensee, including access via emergency vehicles. The Licensee acknowledges the trail development and usage principles concerning sound ecological practices, safe access and public education in river stewardship outlined in the Master Plan of the Town of Great Barrington, as approved on October 10, 2013, and hereby agrees to comply with the same in the construction and maintenance of the Trail.

3) NATURE OF THE AGREEMENT

The license rights hereby granted by the Licensor to the Licensee, acting in the public interest, shall constitute a license for a term as long as is legally permissible and shall be binding upon the Licensor, and the Licensee shall acknowledge and incorporate the same by reference in any instrument granting rights in, on, or to, the Trail. This Agreement shall be effective on the last date that it is executed by the Parties.

4) RIGHTS OF THE LICENSEE

The Licensee, acting in the public interest, shall be responsible to perform the activities related to the construction, repair, and maintenance of the Trail, and may develop and provide educational programming associated with the Trail. The Trail will include, as determined by the Licensee, a treadway usable for passive recreation, and fencing, landscaping, signage, benches or other appurtenances. Licensor agrees to provide Licensee, its members, employees, agents and contractors, reasonable access over, upon and across the Trail in order for the Licensee to conduct these activities. The Licensee agrees to conduct all activities in a manner consistent with

the condition of the Trail, in compliance with all federal, state and local laws, and in a manner that does not unreasonably disturb the Licensor or its tenants. Licensee agrees to obtain all necessary permits and Licensor agrees to execute all necessary and reasonable forms and documents to assist Licensee in obtaining such permits. By way of illustration, the rights of the Licensee shall include, but not be limited to, the following:

- a) Clean-up and restoration activities such as the removal of garbage or debris, and vegetation management as well as invasive plant removal; however, the Licensee shall not use any herbicide without first obtaining prior written approval of the Licensor.
- b) Trail building and construction including grading and filling, but only as permitted under the Massachusetts Wetlands Protection Act; construction of drainage facilities; installation of signage, posts, benches and garden areas; placement of pathway surface materials; installation of erosion control and bank stabilization measures; installation of fencing, railings and lighting; provisions for safety and handicap access where appropriate; and provisions for vista outlooks.
- c) Maintenance and repair of the Trail and Trail structures;
- d) Scheduling and conducting of workshops and educational activities on the Trail;
- e) Use of power tools, generators and motor vehicles on the Trail and adjacent to the Trail but only in conjunction with activities described herein and only at reasonable times, which shall be determined at the discretion of the Licensor;
- f) Licensee will pay all costs related to design, development and construction of the Trail and has the right to choose all consultants, contractors and workpeople necessary for the construction and maintenance of the Trail, except as to any area where the Licensor voluntarily chooses to design, develop and construct a portion of the Trail.

Before commencing trail building, construction and other physical work activities, the Licensee shall provide the Licensor with ten (10) days' prior notice of the activities, including a written description thereof. The Parties acknowledge the Natural Habitat Areas existing in and around the Trail location and agree that all activities of the Licensee hereunder shall be in conformity with the requirements of the Massachusetts Department of Conservation and Recreation, Division of Fisheries and Wildlife, Department of Environmental Protection, and Natural Heritage and Endangered Species Program.

5) RIGHTS OF THE LICENSOR

The Licensor has the right to enter upon any portion of the Trail for any reason and to perform any construction, repair or maintenance to its sewer lines and equipment, drainage pipes, athletic facilities and other areas as it sees fit. The Licensor agrees to provide reasonable notice to the Licensee of such work and will return the Trail area, as nearly as practicable, to its condition prior to such performance. The Licensor may, at its option, choose to develop and construct a portion of the Trail on the Licensor Properties, but is not by such choice otherwise bound to any further maintenance of such portions.

6) LICENSOR'S REPRESENTATIONS

The Licensor represents that it has title to the Licensor Properties and has the right to enter into and execute this Trail Agreement.

7) RELEASE OF LIABILITY, REPAIR OF DAMAGE

Licensee hereby releases and agrees to hold the Licensor and its officers, employees, and agents harmless from and against any and all liability for bodily injuries, death, and property damage arising from activities performed and acts or omissions of Licensee or its agents, employees and contractors pursuant to or in connection with this Trail Agreement. Any damage to the Trail caused by either Party or its respective agents, employees or contractors shall be repaired by the damaging Party.

8) INSURANCE

Licensee hereby warrants that it has secured and will maintain for the duration of this Agreement a policy of comprehensive general liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence naming the Licensor, its successors and assigns, as additional insureds and will annually, on or before the anniversary date of this Trail Agreement, submit to the Licensor a certificate of such insurance. The Licensor shall have the right to require a higher coverage amount in the future so as to ensure that the amount of insurance coverage, consistent with accepted underwriting standards, remains comparable to coverage of \$1,000,000 as of the date of this Trail Agreement

9) NOTICE

All notices, reports or requests required to be given hereunder by either Party shall be sufficiently given if sent by certified mail to the Parties at their addresses listed in the first paragraph of this Trail Agreement, or such other replacement address as a Party gives notice of to the other Party in accordance herewith.

10) ASSIGNMENT

The Licensee shall not assign the rights granted by this Trail Agreement without the advance, written consent of the Licensor.

11) CHOICE OF LAWS

This Trail Agreement shall be governed in all aspects by the laws of the Commonwealth of Massachusetts.

Remainder of page intentionally blank;

IN WITNESS WHEREOF, the Licensor and the Licensee have executed and sealed this document on the day and year written below.

Licensor: TOWN OF GREAT BARRINGTON

By its SELECTBOARD

DATE:

Kate F. Burke

Stephen C. Bannon

Daniel B. Bailly

Edward Abrahams

William Cooke

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

_____, 2018

On this _____ day of _____, 2018 before me, the undersigned Notary Public, personally appeared _____ who proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily for its stated purposes, as a member of the Great Barrington Select Board and acknowledged the foregoing to be the free act and deed of the Board on behalf of the Town of Great Barrington.

Notary Public

My commission expires: _____

Remainder of page intentionally blank;

Licensee: GREAT BARRINGTON LAND CONSERVANCY, INC.

By: _____ printed name:

Its: President

DATE: _____

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss. _____, 2018

On this _____ day of _____, 2018 before me, the undersigned Notary Public, personally appeared _____ who proved to me through satisfactory evidence of identification, being (check whichever applies):

- ☐ driver's license or other state or federal government document bearing a photographic image,
- ☐ oath or affirmation or a credible witness known to me who knows the above signatory, or
- ☐ my own personal knowledge of the identity of the signatory,

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purposes on behalf of said Great Barrington Land Conservancy, Inc.

Notary Public
My commission expires: _____