

Mark Pruhenski
Town Manager

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www.townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2
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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Revised Agenda

*Only administrative updates (1) item 4b and 4c where switched
(2) Item 4c was retitled to be shorter (3) Items 10 & 11 were separated into separate items.
No new topics were added.*

Selectboard Meeting Order of Agenda for Monday December 7, 2020, at 6:00 PM, Via Zoom

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85347517660?pwd=cXVCK3V6MUNVY0ZEQzJ2RlBnS3pRZz09>

Webinar ID: 853 4751 7660

Passcode: 664455

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 March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, 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 by following the 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. APPROVAL OF MINUTES
 - a. July 1, 2020
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. HWW Updates- DPU request
 - b. Memorial Field Improvements
 - c. GBPD Overview-Chief Walsh
5. CONVENE AS SEWER COMMISSONERS
 - a. Sewer abatements for the period of January 1, 2020 to June 30, 2020.
6. LICENSES OR PERMITS
 - a. Recommendation to the Zoning Board of Appeals on the Special Permit application from Dan and Jenna Huggins, for the expansion of a nonconforming home at 45 Pearl Street, filed in accordance with Sections 5.5 and 10.4 of the zoning bylaw.
 - b. Recommendation to the Planning Board on the Special Permit application from Great Barrington Development, LLC, c/o Jon Halpern, PO Box 216, Southfield, MA 01259, for the conversion of a former nursing home at 148 Maple Avenue to a multifamily use, filed in accordance with Sections 8.10 and 10.4 of the zoning bylaw.

- c. Host Community Agreement for Coastal Cultivars, LLC, for a retail marijuana establishment at 454 Main Street.

7. NEW BUSINESS

- a. Appointment to the Tree Committee.
- b. Wastewater: Asset Management application.
- c. GB Roadway Asset Plan, Crosswalk Safety, and RR Street Dining 2021-Presentation by BETA Engineering.
- d. Conservation Restriction for 165 Monument Valley Road from BNRC (#16698).
- e. Request that the Selectboard forgive the remaining payment due on a Housing Rehabilitation Loan granted under the FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation.
- f. Selectboard License and Permit Fees
- g. Vote on the maximum useful life of the departmental equipment being financed with the proceeds of the borrowing authorized by the vote of the Town Meeting passed June 22, 2020 (Article 6).

8. OLD BUSINESS

- a. Dog Park- Responses from Parks/Cemeteries/Con-Com

9. CITIZEN SPEAK TIME

Citizen Speak Time is an opportunity for the Selectboard to listen to residents. Topics of particular concern or importance may be placed on a future agenda for discussion. This time is reserved for town residents only unless otherwise permitted by the chair, and speakers are limited to 3 minutes each.

10. SELECTBOARD'S TIME

11. MEDIA TIME

12. ADJOURNMENT

NEXT SELECTBOARD MEETING

Regular Meeting December 21, 2020

Regular Meeting January 11, 2021

Regular Meeting January 25, 2021

Regular Meeting February 8, 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.



GREAT BARRINGTON POLICE DEPARTMENT

Grants

Municipal Road Safety Grant

- Award: \$11,955

-The intended use of these funds is to allow for the adaptation and enhancement of traditional traffic safety programs by addressing the expanding and evolving roles of local law enforcement departments that require a comprehensive approach to keeping roads safe. It is designed to enhance the knowledge, skills, and abilities of officers to ensure changing traffic safety trends are recognized, and new approaches are incorporated into road safety strategies.

- Grant funds will be used towards directed traffic enforcement, as well as, the training of a Accident Reconstruction specialist.

911 Support and Incentive Grant

- Requested amount: \$44,133.00
 - To defray the costs of salary for enhanced 911 telecommunicator personnel, including enhanced 911 telecommunicators who are emergency communications dispatchers or supervisors.
 - To defray costs associated with the maintenance and support technology supplies of other equipment used in the physical space used for the provision of enhanced 911 service. (Printer ink)

911 Training Grant

- Amount Requested: To be determined

-The purpose of the State 911 Department Training Grant is to reimburse primary PSAPs for allowable expenses relating to the training and certification of enhanced 911 telecommunicators, including emergency medical dispatch programs as defined by 560 CMR 5.0

-By law, each call-taker is required to fulfill 16 hours of in-service. This grant award will go towards this training.

911 EMD Grant

- Requested amount: \$840

This amount will pay for the Denise Amber Lee Foundation to conduct quality assurance reviews of a percentage of emergency medical dispatch calls in compliance with 560 CMR 5.0.

Bulletproof Vest Grant

- Award amount: \$2070.00

-This award will be used towards the cost of replacing 4 bulletproof vests that have expired.

Mass. Emergency Management Agency Grant

- Requested amount: \$2700.00
- Provides funds to assist local governments with emergency management departments in preparing for all hazards and to obtain the resources required to support FEMA's National Preparedness Goal's Mission Areas and Core Capabilities.
- We plan to utilize the funds to purchase a back-up portable radio to be used in emergency management, as well as, a radio charging station to ensure all radios are functional in the case of such emergency.

HRSA Grant

- Award: \$1 million over 3 years

'The South County Opioid Working Group announces it has brought a HRSA Rural Communities Opioid Response Program grant to South County! The three year grant funds a peer-support recovery center in South County, will expand access to services, and help to increase prevention capacity over the next three years.'

We have been part of this working group since its inception.

The GBPD will use part of this award to increase the capacity of the current co-responder program.

Dept. of Justice 'STOP' School Violence Grant

- Award: 365,828

-Grant will be utilized to train school personnel and educate students on preventing school violence against others and themselves, including anti-bullying training. This can also include specialized training for school officials to respond to mental health crises.

Dept. of Justice 'STOP' School Violence Grant

- Award: \$452,718

-Develop and implement threat assessment and intervention teams and operate technology solutions such as anonyms reporting systems for threats of school violence. Threat assessment and intervention teams much coordinate with law enforcement agencies and school personnel.

Town of Great Barrington
Sewer Abatements - 01/01/2020 through 06/30/2020

Applicant	Service Address	Current Billing	Abatement	Duration	Reason Provided
John Fitzgerald	114 Cottage Street	\$ 253.00	\$ 126.50	Temporary	House is vacant, water is shut off
George Guerrero	127 - 129 Castle Hill Avenue	\$ 1,012.00	\$ 253.00	Temporary	Units 129 1&2 vacant - under renovation
James Haughian	207 Cottage Street	\$ 253.00	\$ 126.50	Temporary	Clerical Error: abatement application was misplaced
Jeanne Holcomb	226 Prospect Street	\$ 506.00	\$ 126.50	Temporary	Apartment is vacant
Charles Lord	7 High Street	\$ 506.00	\$ 126.50	Temporary	Apartment is vacant
James & Gail Morrison	7 Forrest Street	\$ 253.00	\$ 126.50	Temporary	House was torn down, and is under construction
Mahaiwe Triplex	70 Railroad Street	\$ 2,024.00	\$ 1,012.00	Temporary	Closed since 3/16/2020
Lynn Stonebridge & Julian Koemer	23 Giddings Street	\$ 253.00	\$ 126.50	Temporary	Only in residence 5 months (Mid may to mid october)
Tracee Augcomfar	218 Oak Street	\$ 253.00	\$ 126.50	Temporary	Purchased on May 12, 2020 before that house was empty
James Kimball	26 Rosseter Street	\$ 253.00	\$ 253.00	Temporary	Building was torn down January 2019-this was approved as a permanent abatement last time
Emmanuel and Pauline Dongala	255 State Road	\$ 506.00	\$ 126.50	Temporary	Apartment is vacant.
Robert Holcomb	34-36 Cottage Street	\$ 506.00	\$ 126.50	Temporary	There are two units, only one is occupied
Inky Fingers LLP	12 Silver Street	\$ 253.00	\$ 126.50	Temporary	Building has been empty and was torn down this summer.
		\$ 6,831.00	\$ 2,783.00		

Sean VanDeusen, DPW Superintendent

Date

Mark Pruhenski, Town Manager

Date

12-4-20



S.B.

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

ZONING BOARD OF APPEALS

SPECIAL PERMIT # 916-20

NAME, ADDRESS, AND PROJECT: Special Permit application from Dan and Jenna Huggins, for the expansion of a nonconforming home at 45 Pearl Street, Great Barrington, filed in accordance with Section 5.5 and 10.4 of the zoning bylaw.

REVIEW MEETINGS

These Boards and Commissions will hold meetings on the following dates to consider your application and make a recommendation to the Planning Board (dates may be subject to change):

CONSERVATION COMMISSION * Wednesday, December 2, 2020, 6:30 PM, via Zoom
* *Call the Conservation Agent in advance of the meeting to see if you should attend. 528-1619, x.122*

BOARD OF HEALTH ** Thursday, December 3, 2020, 6:30 PM, via Zoom
** *Call the Health Agent in advance of the meeting to see if you should attend. 528-0680*

→ SELECTBOARD Monday, December 7, 2020, 6:00 PM, via Zoom
Applicant must attend

PLANNING BOARD Thursday, December 10, 2020, 6:00 PM, via Zoom
Applicant must attend

SPECIAL PERMIT PUBLIC HEARING

The **PUBLIC HEARING** before the **ZONING BOARD OF APPEALS** is scheduled for Tuesday, December 15, 2020, at 7:30 PM, via Zoom video/teleconference meeting. A Zoom link will be sent in advance of the hearing date. *Applicant must attend.*

Boards or their representatives might call the Applicant to schedule a mutually convenient time to make a visit to the site.

Town of Great Barrington
Massachusetts

ZBA 12/15/20

ZBA-1
Rev. Apr 2019

SB copy

Application to the
Zoning Board of Appeals

INSTRUCTIONS

You may download this form and fill it in on your computer. Fill out all applicable information. Save and print the form, and sign it where required. When you are ready with your form and all supporting plans and materials, call the Town Planner to set up a time to file the application. You will need to submit the original and 14 full copies of the entire package. It may not be submitted electronically, but submissions made by mail are acceptable. Incomplete applications and those not accompanied by the required fee or copies may be rejected. The Town Planner can be reached at (413) 528-1619, x.7 (Note, for Comprehensive Permit applications, please call the Town Planner.)

FOR OFFICE USE ONLY

Filing Date: _____
Received and checked for completeness
by: _____
Number Assigned: _____
Date filed with the Town Clerk _____

FOR ZBA USE:

Advertising dates: _____ & _____
Public hearing date: _____

TIMELINE: The Zoning Board of Appeals (ZBA) will set a public hearing date that is at least 45 days but no more than 65 days from the date of your filing. The hearing date will be posted at Town Hall and in accordance with the Open Meetings Law, and notice of the hearing will be sent to the Applicant and/or Applicant's agent and abutting property owners by mail, and advertised for two consecutive weeks in the local newspaper.

A. WHAT ARE YOU SEEKING?

Check all that apply. If you are unsure, please consult with the Town Planner, Building Inspector, or ZBA Secretary (413-528-4953)

- VARIANCE (exempts a property from some Zoning requirements)
You must complete portions A., B., C., D., G., H., I., and J. of this form.
- SPECIAL PERMIT (for changes to nonconforming uses, structures)
You must complete portions A., B., C., E., G., H., I., and J. of this form.
- APPEAL (to overturn a decision of Building Inspector or a Board)
You must complete portions A., B., C., F., G., H., I., and J. of this form.
- 40 B Comprehensive Permit (call ahead)

B. SITE / PROPERTY INFORMATION

Address of Subject Property 45 Pearl St.
Assessor's Map No. 11 Lot No. 44
Registry of Deeds Book No: 2478 Page: 37
Zoning District(s) R1B
Overlay Districts (if any) _____

C. APPLICANT AND OWNER INFORMATION

Applicant's
Information

Name (please print) Dan & Jenna Huggins Phone (area code first) 413-329-0639
Street Address 45 Pearl St.
City, State, Zip Code Great Barrington, MA 01230
If Applicant is a corporation, provide name of contact person: _____
Email Address dhug22482@yahoo.com Signature [Signature]

- Check here if Applicant and Property Owner are the same, and skip to the next section.
- Check here if Applicant is different than the Property Owner, and to verify that you have the Property Owner's permission to file this Application. Note that the Property Owner must sign below to indicate permission to file this Application.

Enter Property Owner's information EXACTLY as it appears on the most recent tax bill.

Property
Owner's
Information

Name (please print) _____ Phone (area code first) _____
Street Address _____
City, State, Zip Code _____
Email Address _____ Signature _____

D. VARIANCES If you are requesting a variance, please answer all of the following. Attach additional sheets if necessary.

1) From which Section(s) of the Zoning Bylaw do you request a variance?

2) What will the requested variance(s) enable you to do?

3) If the variance(s) is not granted, what hardship will that cause you?

4) What special circumstances relating to soil condition, shape or topography of land or structures, affect your property but not other properties in the same zone?

5) Explain why your special circumstances are not a result of your own actions.

6) If the variance(s) is not granted, what rights will you be deprived of that other properties in the same zone enjoy?

7) Explain why a variance will not give you any special privileges that other properties in the same zoning district don't have.

E. SPECIAL PERMITS If you are requesting a special permit, please answer all of the following. Attach additional sheets if necessary.

1) A special permit is being requested in order to (please describe project):

Add addition to existing house

2) This application is made under the following Sections of the Zoning Bylaw (check all that apply)

<input type="checkbox"/> Section 5.2	<input type="checkbox"/> Section 5.3	<input checked="" type="checkbox"/> Section 5.5
<input type="checkbox"/> Section 5.6	<input type="checkbox"/> Section 5.7	<input checked="" type="checkbox"/> Section 10.4

3) Reason(s) that this property is not in conformance with the Zoning Bylaw

Property on private road, therefore no road frontage

4) Are there any previous Special Permits or Variances for this property?

No Yes
If yes, provide date(s), and name of issuing Board

F. APPEALS If you are seeking an appeal, please answer all of the following. Attach additional sheets if necessary.

1) This application is to appeal the decision of

Building Inspector Planning Board Board of Selectmen

2) Date of decision

3) Nature of the decision

4) Applicable Section(s) of the Zoning Bylaw

5) Describe your interpretation of the nature of the decision and the remedy you seek. Attach additional sheets if needed.

G. REQUIREMENTS FOR ALL APPLICATIONS

By checking the items below, applicant acknowledges that each application is accompanied by each of the items listed below.

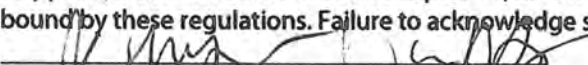
- Plot Plan of the entire property or tract. The Board may require the plan to be signed by a licensed surveyor or engineer, particularly if the matter involves dimensional issues. The plan should include those items listed in Section 10.5.3 of the Zoning Bylaw, including two locus maps—one USGS survey map and one current zoning map— illustrating property location.
- A current list of all abutters within 300 feet of the property, including address of owner, map and lot number. The list must be obtained from the Assessor's office and certified by the Assessor's office. Call 413-528-1619, x. 5.
- At least one copy of the application and plans / specifications shall be no larger than 11 x 17 inches.

H. APPLICATION FEE

Application fees are calculated at \$150 per request. (For example, if one box in A. is checked, the fee is \$150. For two boxes, the fee is \$300.)

- Check here to confirm that your check in the appropriate amount is enclosed. Make checks payable to Town of Great Barrington.

I. TECHNICAL REVIEW FEES

- The Zoning Board of Appeals may hire independent consultants whose services shall be paid for by the applicant(s) under the terms of the Rules and Regulations of the Zoning Board of Appeals, and in accordance with Chapter 44, Section 53G of the Massachusetts General Laws. Check here to acknowledge and be bound by these regulations. Failure to acknowledge shall cause this application to be rejected as incomplete. Please also sign here: 

J. ADDITIONAL INFORMATION

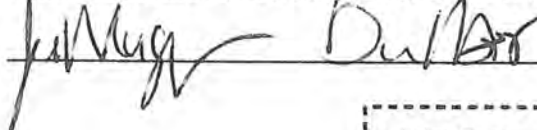
Recommending Boards: All applications to the Zoning Board of Appeals are referred to the Planning Board, Conservation Commission, Board of Health, and Board of Selectmen for comments and recommendations. Applicants should be prepared to attend those meetings in order to brief those boards of their project and answer any questions.

Site Visits: The ZBA and recommending Boards may contact the Applicant to request a site visit. Applicants agree to facilitate access to the site at a mutually convenient date and time.

Timeline/ Procedures: The ZBA conducts its business in accordance with Massachusetts General Laws. Accordingly, the ZBA will hold its Public Hearing not later than 65 days after the filing of the application. A decision for a variance or appeal will be rendered not later than 100 days from the filing date. A decision for a special permit will be made not later than 90 days after the close of the Public Hearing. The decision will be filed with the Town Clerk within 20 days of the date of the decision. The appeal period lasts for 20 days after the filing with the Town Clerk. On the 21st day, if no appeals are filed, or once all appeals are resolved, the applicant shall have the decision certified by the Town Clerk. The Applicant is responsible for then filing the decision with the Registry of Deeds, at which time the decision becomes effective.

Guidance and Counsel: In preparing this application and when presenting the case to the ZBA, applicants are advised to be fully familiar with, or seek counsel from a qualified person who is familiar with, the Zoning Bylaw and other rules, regulations, and laws as may be appropriate. If you wish to discuss the completeness of this application, or have any questions about this application, please contact the Town Planner at 413-528-1619, x. 7. However, we will not discuss the merits or strategy of your case.

Applicant's Signature: "I have read and I understand all of the information on this application."

 (signed) 10/30/20 (date)

Print Form

Need Help?

Town Planner: (413) 528-1619, x.7
Building Inspector / Zoning Enforcement Officer:
(413) 528-3206

For bylaws, regulations, maps, and other useful information, visit www.townofgb.org

Bruce Firger, Assessor
John Katz, Assessor

Shaun McHugh, Principal Assessor
E-mail: smchugh@townofgb.org

Carol Strommer
Administrative Assessor
E-mail: cstrommer@townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-2220 x 5
Fax: (413) 528-1026

TOWN OF GREAT BARRINGTON MASSACHUSETTS BOARD OF ASSESSORS

October 22, 2020

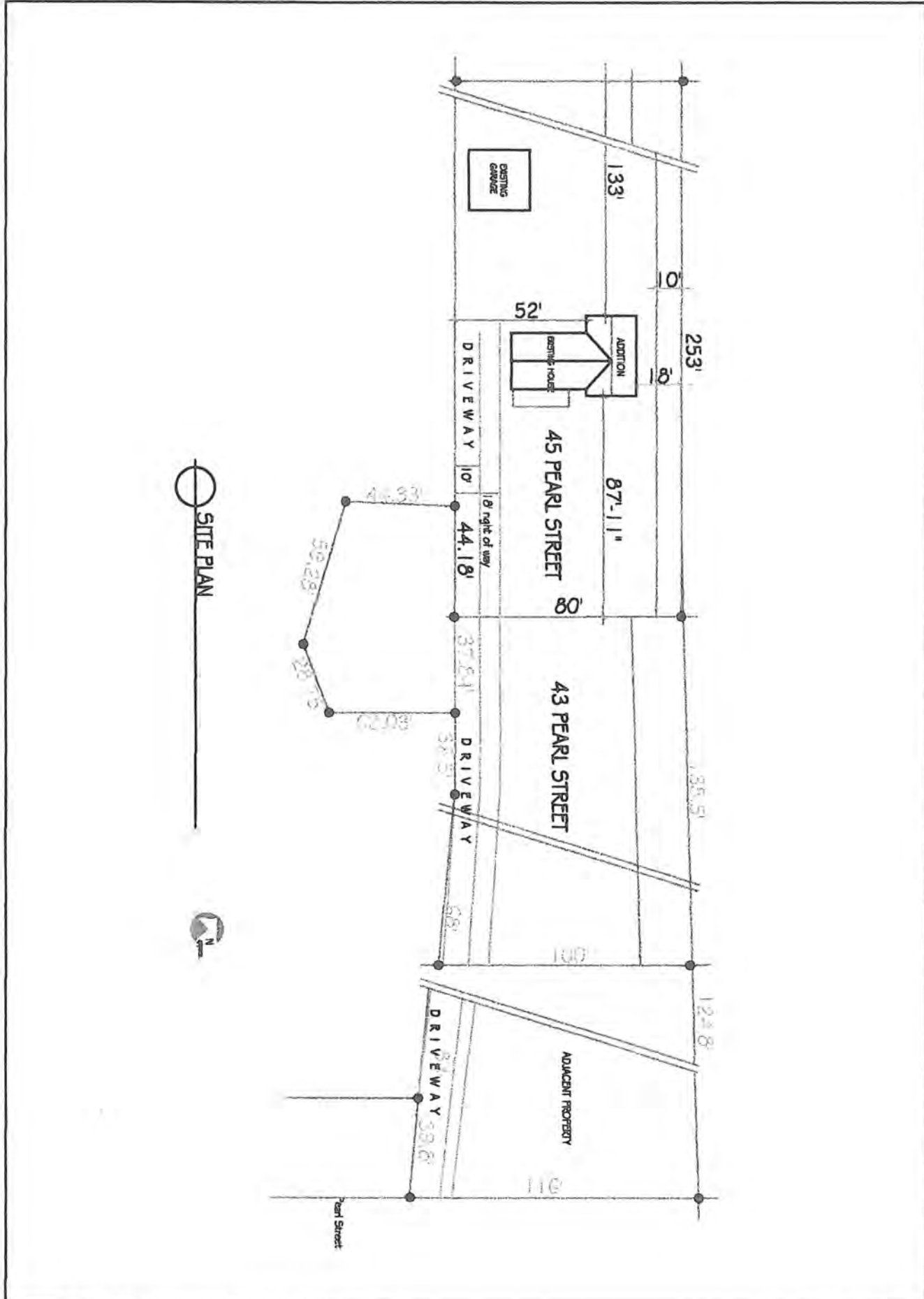
ABUTTERS TO PROPERTY OF: DANIEL & JENNAFER HUGGINS
45 Pearl Street, Map 11 Lot 44, Book 2478 Page 37

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
11	50,50A	Richard W. Ruth & Karen V. Pogoda, 34 Pearl St., Gt. Barrington, MA 01230-1243
11	41A	Susan J. Del-Molino, 29 Pearl St., Gt. Barrington, MA 01230-1242
11	40,43	Robert & Donna Sermini, 25 Pearl St., Gt. Barrington, MA 01230-1242
11	45	John R. Stanmeyer Jr., 47 Pearl St., Gt. Barrington, MA 01230-1242
11	47	Steven H. Bankert & Jill M. Fleming, PO Box 251, Gt. Barrington, MA 01230-0251
11	41	Dudley W. & Beverly A. Race, 33 Pearl St., Gt. Barrington, MA 01230-1242
11	42	Crispine Ffrench, 331 Surriner Rd., Becket, MA 01223-3246
11	46	249 Stockbridge Road Realty LLC, 249 Stockbridge Rd., Gt. Barrington, MA 01230-1229
11	49	Rosemary A. Bauman, 40 Pearl St., Gt. Barrington, MA 01230-1243
11	43A	Michael Huggins Jr. & Colleen Huggins, 43 Pearl St., Gt. Barrington, MA 01230-1242
8	21	Elia Phillips Delmolino, Samuel Phillips Delmolino & Sergio Phillips Delmolino , 31 Pearl St., Gt. Barrington, MA 01230-1242

The above list of abutters to the subject property is
correct according to the latest records of this office.

Sincerely,


Shaun McHugh
Principal Assessor



○ SITE PLAN



HUGGINS RESIDENCE
 45 PEARL STREET, GREAT BARRINGTON, MA

Drawn by: [Name]
 Checked by: [Name]
 Date: [Date]

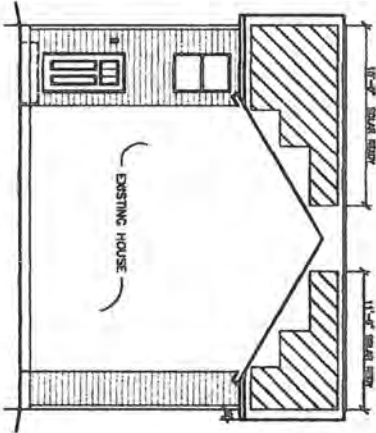
NO.	DATE	DESCRIPTION
1	10-15-11	PRELIMINARY
2	11-15-11	REVISED
3	12-15-11	REVISED
4	01-15-12	REVISED
5	02-15-12	REVISED
6	03-15-12	REVISED
7	04-15-12	REVISED
8	05-15-12	REVISED
9	06-15-12	REVISED
10	07-15-12	REVISED

PROJECT TITLE
 SITE PLAN

DATE
 10-15-11

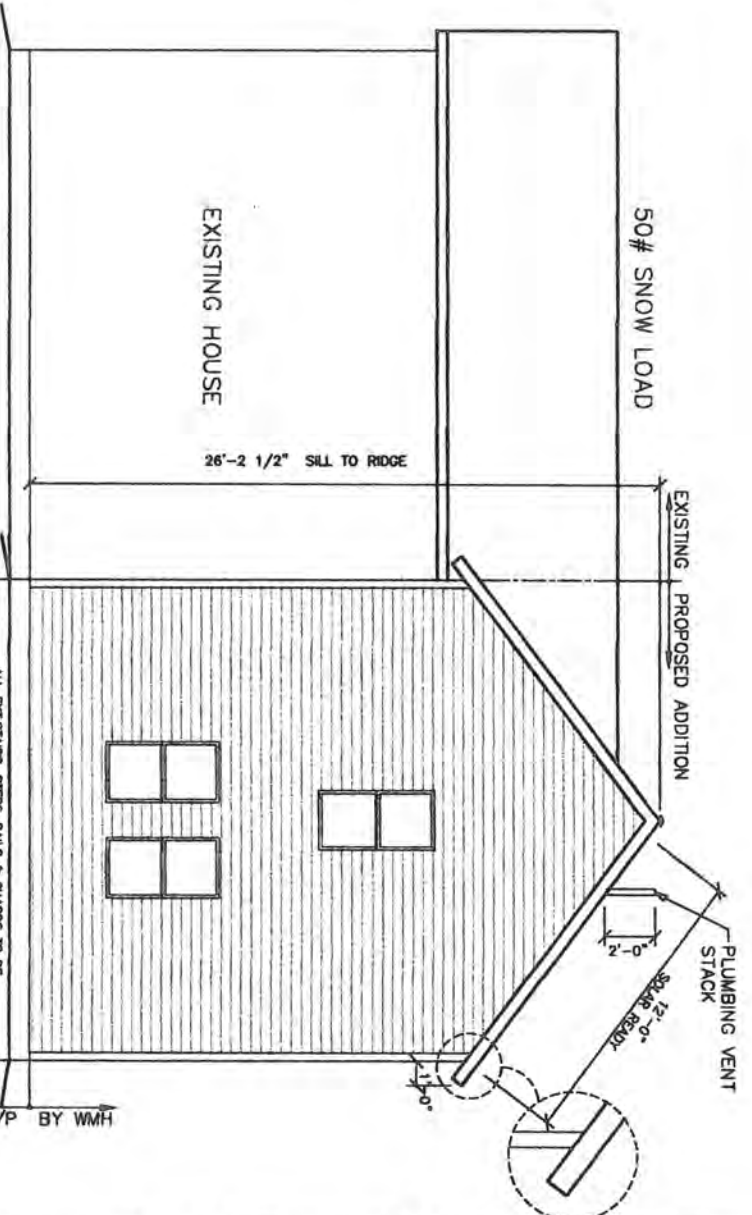
SCALE
 1/8" = 1'

PROJECT NO.
 A0



LEFT ELEVATION
SCALE: 1/8"=1'-0"

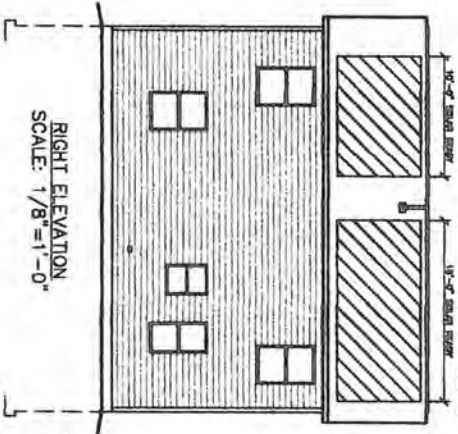
- NOTES FOR SOLAR-READY ZONE:
1. SEE ROOF SECTION(S) DESIGNATED AND RESERVED FOR THE FUTURE INSTALLATION OF A SOLAR PHOTOVOLTAIC OR SOLAR THERMAL SYSTEM. (300 SF MIN.)
 2. SOLAR READY ZONES SHALL BE FREE FROM OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO VENTS, CHIMNEYS, AND ROOF-MOUNTED EQUIPMENT. SEE COVER SHEET (PAGE 0) FOR ROOF DESIGN LOADS.
 - (NOTE: THESE LOADS ARE FOR THE ENTIRE ROOF AND HAVE NOT BEEN REDUCED).
 4. A 2" PVC CONDUIT SHALL BE INSTALLED FROM THE BASEMENT TO THE ATTIC, LOCATED IN THE VICINITY OF THE ELECTRICAL SERVICE PANEL.
 5. THE MAIN ELECTRICAL SERVICE PANEL SHALL HAVE A RESERVED SPACE TO ALLOW INSTALLATION OF A DUAL POLE CIRCUIT BREAKER FOR FUTURE SOLAR ELECTRIC INSTALLATION AND SHALL BE LABELED "FOR FUTURE SOLAR ELECTRIC." THE RESERVED SPACE SHALL BE POSITIONED AT THE OPPOSITE (LOAD) END FROM THE INPUT FEEDER LOCATION OR MAIN CIRCUIT LOCATION.
 6. A PERMANENT CERTIFICATE, INDICATING THE SOLAR-READY ZONE AND OTHER REQUIREMENTS OF THIS SECTION, SHALL BE POSTED NEAR THE ELECTRICAL DISTRIBUTION PANEL, WATER HEATER, OR OTHER CONSPICUOUS LOCATION, BY THE BUILDER OR REGISTERED DESIGN PROFESSIONAL.



ALL EXTERIOR STEPS, RAILS & GIRDERS TO BE DESIGNED, SUPPLIED AND INSTALLED BY B/P
FRONT ELEVATION
SCALE: 1/4"=1'-0"



REAR ELEVATION
SCALE: 1/8"=1'-0"



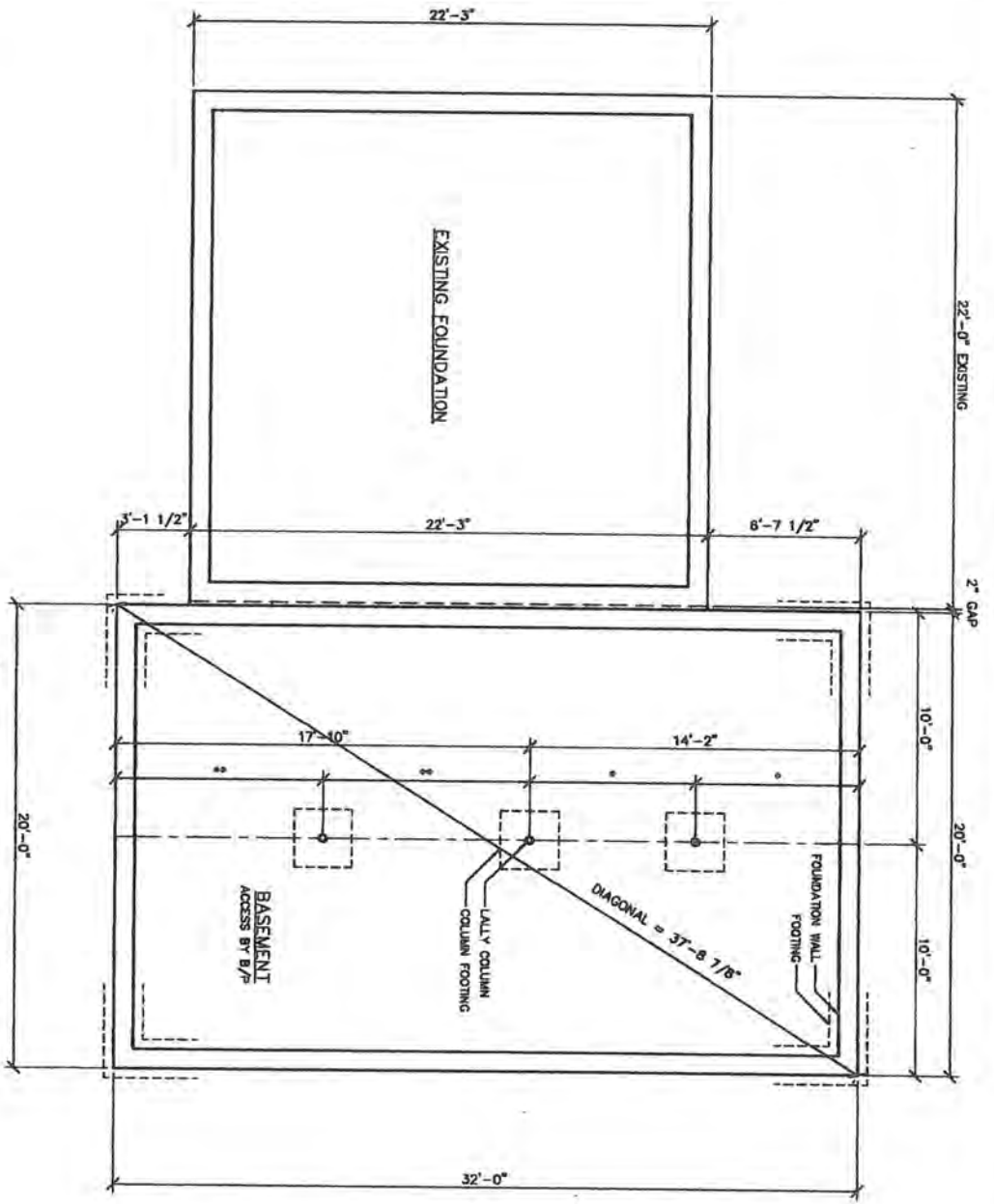
RIGHT ELEVATION
SCALE: 1/8"=1'-0"

SEE STANDARD NOTES & DETAILS DWG #B

USE GROUP: SINGLE FAMILY CONST. TYPE: VB DESIGNER: RC DATE: 06/23/20 SCALE: AS NOTED PAGE: 1	BUILDER: SEGALLA'S TURNKEY HOUSING BOX 531 ROUTE 7 CANAAN CT. 06018	HOMEOWNER: DAN AND JENNA HUGGINS SITE: 45 PEARL STREET GREAT BARRINGTON, MA 01230	SERIAL No. 20099 PRODUCTION No. REVISION DATE CHECK DATE STD REVISION 01/10/15	PE / RA	THIRD PARTY INSPECTION AGENCY
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ADDITION CTM-R ELEVATIONS

Westchester Modular Homes Inc
30 Roagans Mill Road, Wingdolo, New York, 12594
Tel (845)832-9400 Fax (845)832-6698



NOTE:
COLUMNS LOCATED FOR POINT LOADS ABOVE ARE DIAMOND-SHAPED;
OTHERWISE, VARIABLE SPAN BETWEEN COLUMNS IS 11'-0"
(TO BE DETERMINED)

- FOUNDATION NOTES:
- 1) THE FOUNDATION PLAN IS PROVIDED FOR FOUNDATION DESIGN PARAMETERS ONLY. COMPLETE FOUNDATION ENGINEERING BASED ON SPECIFIC SITE CONDITIONS, APPLICABLE CODES AND STATE CODES, TO BE REVIEWED AND APPROVED BY A REGISTERED ARCHITECT OR ENGINEER IN THE STATE OF HOUSE DESIGNATION.
 - 2) THE BUILDER/PURCHASER SHALL BE RESPONSIBLE FOR DESIGN, CONSTRUCTION AND CODE COMPLIANCE OF ALL FOUNDATION ELEMENTS INCLUDING (BUT NOT LIMITED TO) STRUCTURAL, PLUMBING, ELECTRICAL, HEATING, ENERGY CONSERVATION AND FIRE SEPARATOR.
 - 3) LULLY COLUMN SHALL BE MINIMUM 3 1/2" STEEL PIPE WITH 8" x 8" TOP PLATE. THICKNESS OF THE TOP PLATE SHALL BE DESIGNED BY PE/RA TO SUPPORT LOADS GIVEN.
 - 4) MINIMUM COLUMN FOOTING SIZE SHALL BE 2'-6" x 2'-6" x 10" DEEP.
 - 5) CONCRETE STRENGTH TO BE A MINIMUM 3000 PSI.
 - 6) FOUNDATION SILL SHALL BE PRESERVATIVE TREATED LUMBER (SUPPLIED AND INSTALLED BY B/P) PRIOR TO HOUSE DELIVERY AND SET). THERE SHALL BE NO PROTRUSION ABOVE TOP OF SILL PLATE.
 - 7) THE BUILDER/PURCHASER SHALL BE RESPONSIBLE FOR ENCLASING THE BASEMENT STAIRS AND RESULTING THE BASEMENT STAIR WALLS IN ACCORDANCE WITH ALL APPLICABLE ENERGY CODE REQUIREMENTS.

SEE STANDARD NOTES & DETAILS DWG #8

USE GROUP: SINGLE FAMILY	BUILDER: SEGALLA'S TURNKEY HOUSING BOX 531 ROUTE 7 CANAAN CT. 06018	HOMEOWNER: DAN AND JENNA HUGGINS SITE: 45 PEARL STREET GREAT BARRINGTON, MA 01230	SERIAL No. 20099	PE / RA	THIRD PARTY INSPECTION AGENCY
CONST. TYPE: VB			PRODUCTION No.		
DESIGNER: RC	ADDITION CTM-R FOUNDATION PLAN		REVISION	DATE	
DATE: 06/23/20					
SCALE: 1/4" = 1'-0"			CHECK	DATE	
PAGE: 2	Westchester Modular Homes Inc 30 Reagans Mill Road, Winddale, New York, 12594 Tel (845)832-9400 Fax (845)832-6698				

ROOM	AREA	LIGHT SUPPLIED	VENT SUPPLIED
FAMILY RM	323	924.33	13.77

LIGHT & VENTILATION SCHEDULE (SF)

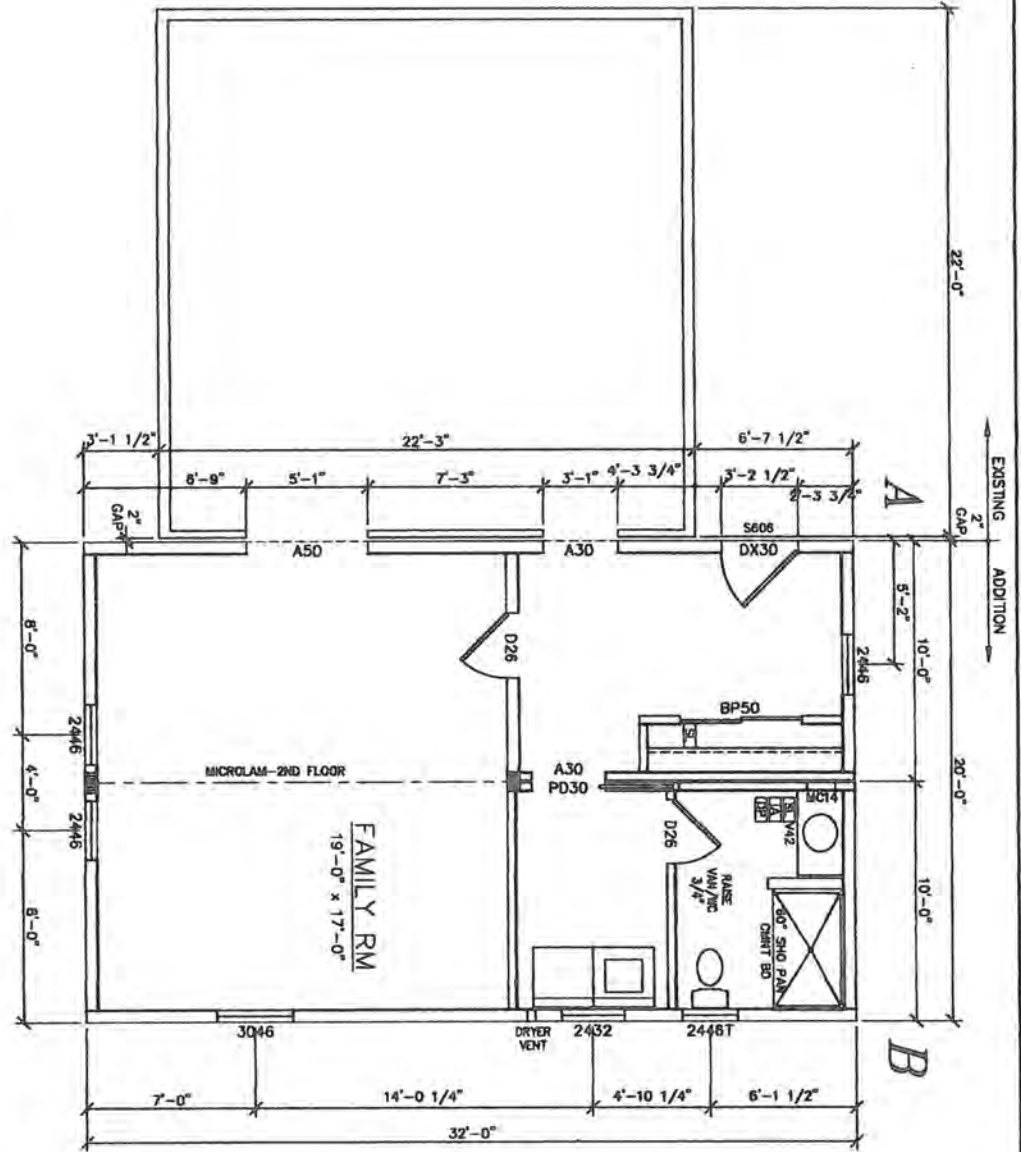
B/P TO PROVIDE ARTIFICIAL LIGHT TO MEET CODE

- NOTES:
- 1- LIVING ROOM, KITCHEN, DINING ROOM AND BATHROOMS ARE ALL IN THE EXISTING STRUCTURE.
 - 2- THIS APPROVAL IS FOR A SINGLE FAMILY DWELLING.
 - 3- EXISTING STRUCTURE IS AND WILL REMAIN A SINGLE FAMILY DWELLING.
 - 4- SECONDARY MEANS OF EGRESS IS LOCATED IN THE EXISTING STRUCTURE.

NOTE: ALL WINDOWS WITH A SILL HEIGHT LESS THAN 24" ABOVE FINISHED FLOOR AND WITH A EXT. HEIGHT OF GREATER THAN 6'-0" TO GRADE SHALL BE EQUIPPED WITH FALL PROTECTION SUPPLIED AND INSTALLED ON SITE BY B/P IN ACCORDANCE W/ R312.2

NOTE: ALL APPROVALS PERTAIN TO MODULAR PORTION ONLY. ALL DESIGN, CONSTRUCTION AND APPROVAL OF SITE BUILT PORTIONS ARE THE RESPONSIBILITY OF THE BUILDER/PURCHASER

NOTE: - ANDERSEN 400 SERIES WINDOWS (NO GRILLE)



SEE STANDARD NOTES & DETAILS DWG #8

USE GROUP: SINGLE FAMILY CONST. TYPE: VB DESIGNER: RC DATE: 06/23/20 SCALE: 1/4" = 1'-0" PAGE: 3A	BUILDER: SEGALLA'S TURNKEY HOUSING BOX 531 ROUTE 7 CANAAN CT. 06018	HOMEOWNER: DAN AND JENNA HUGGINS SITE: 45 PEARL STREET GREAT BARRINGTON, MA 01230	SERIAL No. 20099 PRODUCTION No. REVISION DATE CHECK DATE	PE / RA THIRD PARTY INSPECTION AGENCY
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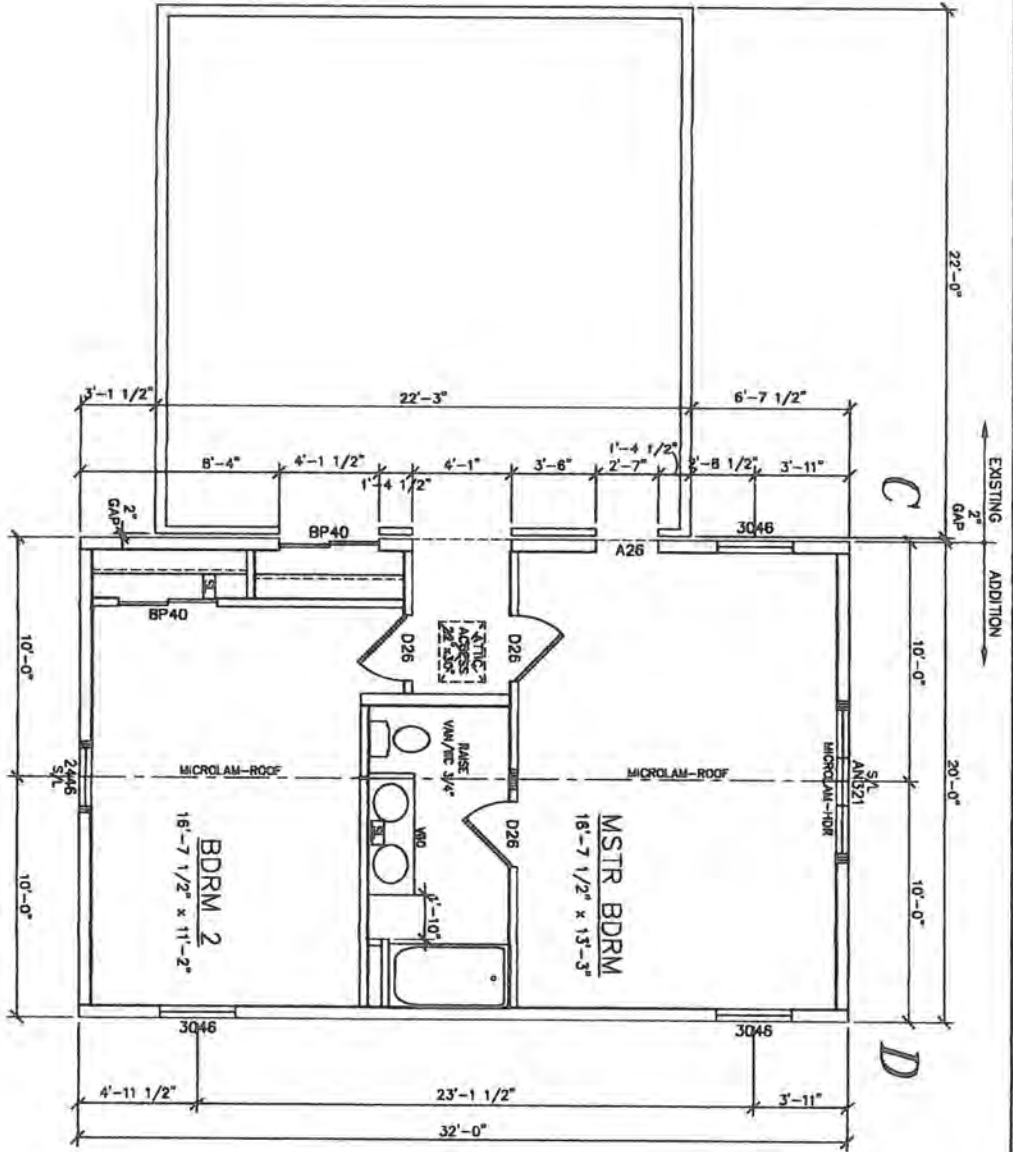
ADDITION CTM-R FIRST FLOOR PLAN

Westchester Modular Homes Inc
30 Reagans Mill Road, Windale, New York, 12594
Tel (845)832-9400 Fax (845)832-6698

LIGHT & VENTILATION SCHEDULE (SF)			
ROOM	AREA	LIGHT SUPPLIED	VENT SUPPLIED
MSTR BDRM	220	27.2	14.08
BDRM 2	186	17.3	9.75

NOTE: ALL WINDOWS WITH A SILL HEIGHT LESS THAN 24" ABOVE FINISHED FLOOR AND WITH A EXT. HEIGHT OF GREATER THAN 6'-0" TO GRADE SHALL BE EQUIPPED WITH FALL PROTECTION SUPPLIED AND INSTALLED ON SITE BY B/P IN ACCORDANCE W/ MSJ2.2

NOTE: ALL APPROVALS PERTAIN TO MODULAR PORTION ONLY. THE DESIGN, CONSTRUCTION AND APPROVAL OF THE BUILDER/PURCHASER THE RESPONSIBILITY OF THE



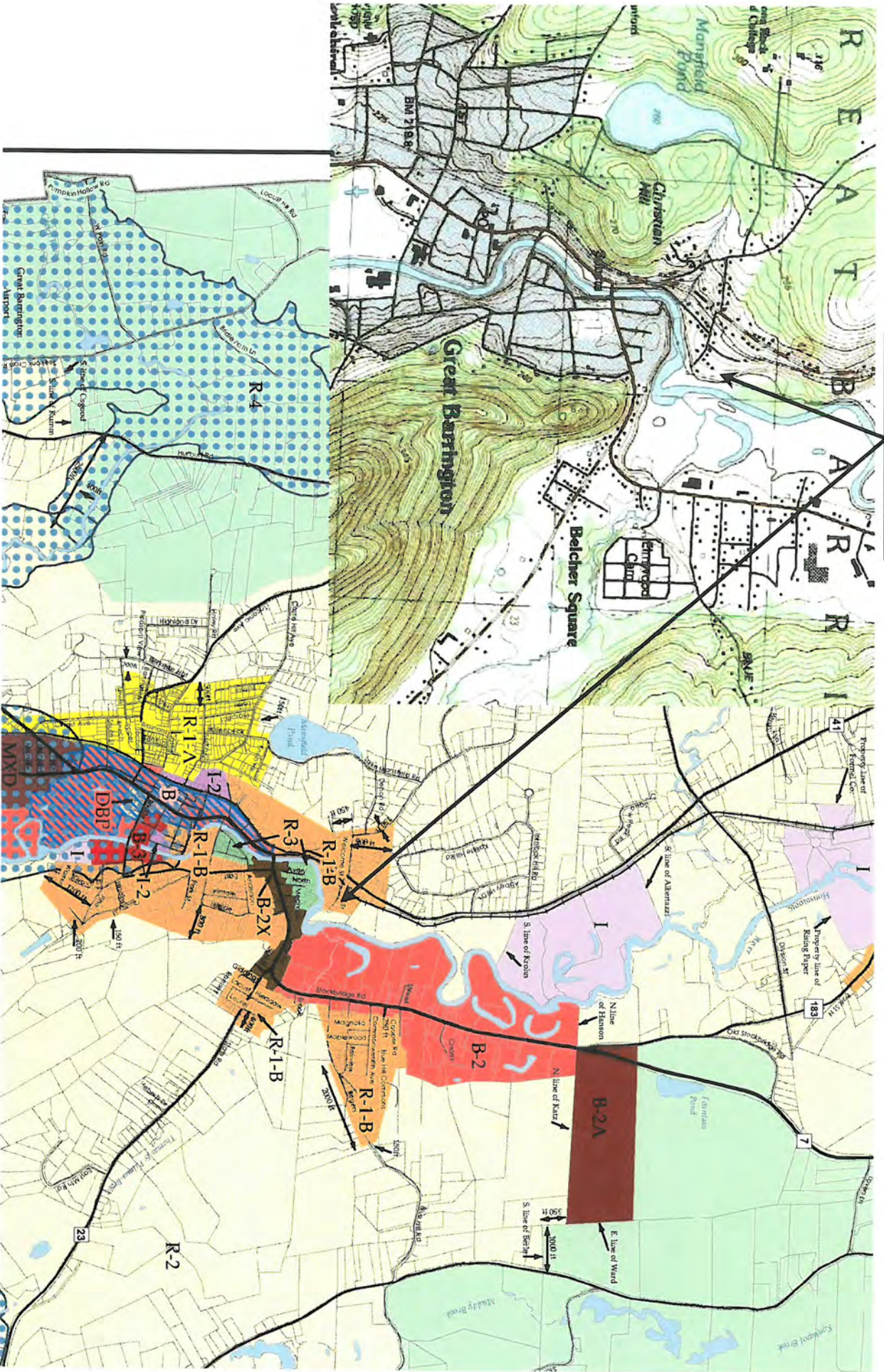
SEE STANDARD NOTES & DETAILS DWG #8

USE GROUP: SINGLE FAMILY CONST. TYPE: VB DESIGNER: RC DATE: 06/23/20 SCALE: 1/4" = 1'-0" PAGE: 3B	BUILDER: SEGALLA'S TURNKEY HOUSING BOX 531 ROUTE 7 CANAAN CT. 06018	HOMEOWNER: DAN AND JENNA HUGGINS SITE: 45 PEARL STREET GREAT BARRINGTON, MA 01230	SERIAL No. 20099 PRODUCTION No. REVISION DATE CHECK DATE	PE / RA THIRD PARTY INSPECTION AGENCY APPROVED FOR CONSTRUCTION DATE: _____ SIGNATURE: _____
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ADDITION CTM-R SECOND FLOOR PLAN

Westchester Modular Homes Inc
 30 Reagans Mill Road, Wingdale, New York, 12584
 Tel (845)832-9400 Fax (845)832-6698

45 Pearl St



TOWN OF GREAT BARRINGTON

PUBLIC HEARING

The Great Barrington Planning Board will hold a public hearing on Thursday, December 10, 2020 at 6:00 pm, via Zoom video/teleconference, to act on the Special Permit application from Great Barrington Development, LLC, c/o Jon Halpern, PO Box 216, Southfield, MA 01259, for the conversion of a former nursing home to a multifamily use, at 148 Maple Avenue, Great Barrington. The application is filed in accordance with Section 8.10 and 10.4 of the zoning bylaw. A copy of the application is on file with the Town Clerk and may also be requested from the Planning Dept. by emailing: crembold@townofgb.org. Interested parties may contact the Planning Dept. to obtain the Zoom video/teleconference ID and password, or dial-in information, for the December 10 hearing.

Brandee Nelson, Chair

Please publish November 12 and November 19, 2020

Berkshire Eagle

APPLICATION FOR SPECIAL PERMIT TO GREAT BARRINGTON PLANNING BOARD

Adaptive Reuse of Great Barrington Nursing Rehabilitation Center to:

MAPLE AVENUE APARTMENTS

148 Maple Avenue, Great Barrington, Massachusetts



DEVELOPER:

Jon Halpern
Great Barrington Development,
LLC
P.O. Box 216
Southfield, MA 01259
(516) 298-6676
E-Mail: bigjon22@gmail.com

PROJECT MANAGER:

Samuel VanSant, Principal
Cobalt, LLC
204 State Road
Great Barrington, MA 01230
(413) 429-7445
E-Mail: sam@cobaltllc.us

ATTORNEY:

Charles J Ferris
Attorney at Law
500 Main Street, Suite #1
Great Barrington, MA
(413) 528-8900
E-Mail: Charles.ferris@theberkshirlawyer.com

ARCHITECT:

103 Terrace Street
Roxbury, MA 01463
(617) 708-1071
E-Mail: nick@eltonhamptonarchitects

104 West Street
Sandisfield, MA 01255
(413) 258-4019

OCTOBER 22, 2020

TOWN OF GREAT BARRINGTON

Application for a Special Permit to the Board of Selectmen or Planning Board

FORM SP-1 REV. 11-2013

TOWN CLERK
GREAT BARRINGTON
OCT 28 2020 PMS:17

FOR OFFICE USE ONLY

Number Assigned 919-20 Date Received 10/28/20
Special Permit Granting Authority PB
Copy to Recommending Boards 10/29/20
Advertised 11/12 & 11/19 EASLE
Public Hearing THURS. 12/10/20
Fee: \$150.00 Paid: Yes

APPLICATION FOR SPECIAL PERMIT UNDER TOWN ZONING BYLAWS FOR TOWN OF GREAT BARRINGTON, MASSACHUSETTS

MAP 21 LOT 38 BOOK 2438 PAGE 191 ZONING DISTRICT(s) R-2

Site Address: 148 MAPLE AVENUE

Date of Application 10/21/20

Applicant's name and complete mailing address GREAT BARRINGTON DEVELOPMENT LLC
585 NORFOLK ROAD, SOUTHFIELD, MA 01259

Applicant's phone number (516) 298-6676 Applicant's email address: bigjohn22@gmail.com

Name and Address of Owner of land exactly as it appears on most recent tax bill:

BEAR MOUNTAIN 148 PROPERTIES, LLC, SUITE 200,
4711 GOLF ROAD, SKOKIE, IL 60076

I (we) request a Special Permit for: CONVERSION OF NURSING HOME IN
A RESIDENTIAL ZONING DISTRICT TO MULTIFAMILY USE

Under Section(s) 8, 10, 2 and 10.4 of the Great Barrington Zoning Bylaws.

APPLICANTS MUST READ AND COMPLY WITH THE FOLLOWING:

One Signed Original application with each of the items below, as applicable, and fourteen (14) exact copies of the entire application package are to be submitted. Applications must include:

1. Completed application form, including signatures.
2. Brief written description of how the project is in harmony with the Great Barrington Master Plan. (Copies of the Master Plan are available for free download from the Town website. Hard copies can be read at the Clerk's office or the Town libraries.)
3. Site Plan, drawn to scale, applicable to the site and the proposed use of said site for which this special permit is requested.
4. Any other specifications necessary to further describe the site or proposed use for which a special permit is requested. At least one copy of any maps being submitted shall be no larger than 11" X 17". Plans should show all existing and proposed structures, property lines and dimensions, driveways, walkways and parking areas. All proposed landscaping, parking, loading, and similar improvements must be in compliance with the applicable sections of the Zoning Bylaw.
5. Certified list of abutters within 300' on the Assessors Maps to the subject property, including map and lot number. List must be obtained from the Assessors' Office.

FORM SP-1
REV. 11-2013

- 6. Zoning Map designating the zoning district(s) and location for the area for which a special permit is requested, plus a USGS map enlarged and showing the site location within the Town.
- 7. Drainage Plan indicating the destination of all runoff from the property. In the event of substantial increase in impervious surfaces, the SPGA may require calculations or expert analysis of the plan.
- 8. Landscaping Plan drawn to scale and showing existing and proposed landscaping.
- 9. If applicant and owner are different, a letter signed by the owner of the property authorizing the applicant to apply for the special permit.

SPECIFICS:

- 1. All site plans and specifications must be signed and dated by the preparer.
- 2. **ALL OWNERS** of property must also sign the application.
- 3. A copy of special permit procedures is available upon request.
- 4. Fee for application is \$150.00 to cover the cost of the public hearing notices in the newspaper and notification to parties in interest. If the cost exceeds \$150.00, the applicant shall pay the balance due upon notification from the Granting Authority.
- 5. Once all the necessary papers, maps, etc. are compiled into the required Original and Fourteen sets, call the Town Planner's office at 413-528-1619 ext. 7 to arrange an appointment to file your application. The application will be reviewed for completeness and a date for a public hearing before the Board of Selectmen or Planning Board will be scheduled. Meetings of recommending boards (e.g. Planning Board, Conservation Commission and Board of Health) will also be arranged at this time.

Signature of Applicant

(see attached letter)
 Signature of Co-Applicant (e.g. Property Owner, if different)

PLEASE READ AND SIGN BELOW

ALL COSTS INCURRED BY THE TOWN FOR THE EMPLOYMENT OF EXPERTS OR CONSULTANTS REQUIRED BY ANY TOWN BOARD, AND APPROVED BY THE BOARD OF SELECTMEN, FOR THE PURPOSE OF ANALYZING OR EVALUATING ANY PROJECT THAT IS A SUBJECT OF A SPECIAL PERMIT APPLICATION SHALL BE ASSESSED TO THE APPLICANT AND SHALL CONSTITUTE PART OF THE APPLICATION FEE. A COPY OF THIS REGULATION SHALL BE PROVIDED TO THE APPLICANT IF REQUESTED.

I have read the above regulation and agree to be bound by it.

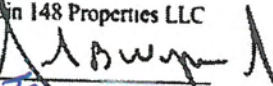
Signature _____
 Signature of Co-Applicant (e.g. Property Owner) *(see attached letter)*
 Date 10/21/20

TO: GREAT BARRINGTON PLANNING BOARD
RE: 148 MAPLE AVENUE, GREAT BARRINGTON

Bear Mountain 148 Properties LLC, the owner of premises located at 148 Maple Avenue, Great Barrington, MA, hereby authorizes Great Barrington Development LLC to apply for a special permit to convert the premises from the current use as a nursing home to residential use.

Bear Mountain 148 Properties LLC

By:



Its Manager

John B. Wynne Jr.

Date:

9/30/20

Bruce Firger, Assessor
John Katz, Assessor

Shaun McHugh, Principal Assessor
E-mail: smchugh@townofgb.org

Carol Strommer
Administrative Assessor
E-mail: cstrommer@townofgb.org



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-2220 x 5
Fax: (413) 528-1026

TOWN OF GREAT BARRINGTON MASSACHUSETTS BOARD OF ASSESSORS

October 5, 2020

ABUTTERS TO PROPERTY OF: BEAR MOUNTAIN 148 PROPERTIES LLC
148 Maple Avenue, Map 21 Lot 38, Book 2438 Page 191

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
21	46	Dorothy Phillips, 36 Silver St., Gt. Barrington, MA 01230-1925
21	36	Royce P. Jones, 135 Maple Ave., Gt. Barrington, MA 01230-1910
21	31	Kristie & Jared Havens, 105 Maple Ave., Gt. Barrington, MA 01230-1910
21	42	David Unger & Ettore Toppi, 38 Silver St., Gt. Barrington, MA 01230-1925
21	41	Lois Kramer Hartwick, 188 Maple Ave., Gt. Barrington, MA 01230-1906
21	18	West Avenue LLC, 146 West Ave., Gt. Barrington, MA 01230-1823
21	37	Linda Traficante, 145 Maple Ave., Gt. Barrington, MA 01230-1910
21	28	Maple Avenue Professional Condominium Trust, c/o Yarmosky, 200 Elm St., 200 Elm St., Pittsfield, MA 01201-6551
21	28A	Maple Avenue Associates, c/o Leslye Heilig, 132 Benton Ave., Gt. Barrington, MA 01230-1702
21	28B	Louis M. Yarmosky & Steven E. Yarmosky, 200 Elm St., Pittsfield, MA 01201-6551
21	34,35	Brian T. Moffitt & Debra Descognets, 125 Maple Ave., Gt. Barrington, MA 01230-1910
21	46A	Emily A. Herder, 147 Maple Ave., Gt. Barrington, MA 01230-1910
21	17	David & Beverly Hosokawa, Trustees, 41 Berkshire Heights Rd., Gt. Barrington, MA 01230-1543
21	29,30,28A	Carol E. Purcell, 120 Maple Ave., Gt. Barrington, MA 01230-1906
21	40,39	Stephen P. & Doone L. Marshall, PO Box 173, South Egremont, MA 01258-0173
21	46B,42C	Wesley B. Tanner & Jamie Horwitz, 34 Silver St., Gt. Barrington, MA 01230-1925
21	32,33	Jim Dean, Trustee, 1166 Fairfield Dr., Hudsonville, MI 49426-9489
21	39A	Richard J. & Michele S. Shimmon, 180 Maple Ave., Gt. Barrington, MA 01230-1906
23	9	David R. & Patricia J. Sharpe, 194 Maple Ave., Gt. Barrington, MA 01230-1922
24	6	Donald K. & Patricia A. Moulthrop, Trustees, 35 Silver St., Gt. Barrington, MA 01230-1925
24	4,3,5	John B. Vanwagner, 1 Newsboy Monument Lane, Gt. Barrington, MA 01230-1936
21	UA	42A Robert & Sharon Perlman, Trustees, 4500 Casper Ct., Hollywood, FL 33021-2417
21	UB	42A Thomas B. & Mary J. Kinane, 27 Crestwood Dr., Wellesley, MA 02481-1613
21	UC	42B Patricia W. Jones, Trustee, 4828 Kenneth Pike, Greenville, DE 19807-1814
21	UD	42B Anne G. Murphy, Trustee, 10341 Quail Crown Dr., Naples, FL 34119-8833

The above list of abutters to the subject property is correct according to the latest records of this office.

Sincerely,

Carol Strommer
Administrative Assessor

PROPOSED FINDINGS RE: SPECIAL PERMIT APPLICATION PURSUANT TO
ZONING BYLAW SECTION 8.10.2 & 10.4
FILED BY GREAT BARRINGTON DEVELOPMENT LLC
PREMISES: 148 MAPLE AVENUE

Conversion of the premises from a nursing home use to multi family residential rental use will be in the best interests of the town, since it will serve community needs by providing for needed rental housing, and will enhance the property tax base, and will protect the surrounding residential neighborhood from undue impacts from a new use, while preserving much of the open space and wooded land on the premises.

The scale of the proposal, including 48 residential apartments (studio, one bedroom and two bedroom) is not more detrimental to the residential neighborhood than the previous nursing home use.

Proposed traffic will not be severely changed by the use, as the premises sits on a main road, and will no longer be used for a business purpose, with multiple deliveries and employees coming and going each day.

The driveway and parking area serving the premises will be adequately screened.

There is adequate public water and public sewer service to the premises for the proposed new use.

The number of residential units on the premises will not adversely impact the neighborhood.

The proposed development has adequate on-site amenities, including open space, recreational facilities parking and landscaping buffers.

There is at least one parking space for each dwelling unit.

The project is consistent with the neighborhood character which is predominantly residential.

William Ingram
Wastewater Superintendent

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



100 Bentley Avenue
Great Barrington, MA 01230

Telephone: (413) 528-0650
Fax: (413) 528-8311

**TOWN OF GREAT BARRINGTON
MASSACHUSETTS**

DEPARTMENT OF PUBLIC WORKS

Wastewater Treatment Facility

Re: Maple Avenue Apartments Capacity to Serve

Mr. Elton:

The Town of Great Barrington's sewer main on Maple Avenue has sufficient capacity to receive the wastewater flow from the Maple Avenue Apartments.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'William Ingram', with a long, sweeping underline.

William Ingram
Assistant DPW Superintendent

**THE GREAT BARRINGTON FIRE DISTRICT
PRUDENTIAL COMMITTEE AND BOARD OF PUBLIC WORKS
17 EAST STREET
GREAT BARRINGTON, MASSACHUSETTS 01230
TEL. 413-528-0133 • FAX 413-528-6061**

Walter F. Atwood III
Kenneth Schumacher
Robert G. Hammer
William F. Foster
William M. Brinker

Cynthia J. Ullrich, *District Clerk*
Peter H. Marks, *Superintendent*



October 20, 2020

Nick Elton
Elton & Hampton Architects
103 Terrace Street
Roxbury, MA 02120

Dear Mr. Elton,

I have been informed of your plans to convert the Great Barrington Nursing Home at 148 Maple Avenue into rental apartments. The proposed water requirements per Mass Plumbing Code between the previous and proposed are virtually identical, and it has been determined that the existing 2" water service into the building is sized to exceed the proposed requirements.

The property is located within the bounds of The Great Barrington Fire District. The Fire District has sufficient capacity to meet the demand for water. The property will be served by fire hydrants, sprinkler lines and domestic water.

Please contact me to discuss fire district fees and procedures.

Sincerely,

A handwritten signature in black ink that reads "Peter H. Marks". The signature is written in a cursive style with a large initial "P".

Peter H. Marks
District Superintendent

PHM/cju



Date: 21 October 2020

To: Chris Rembold, Great Barrington Town Planner
Members, Great Barrington Planning Board

Cc: Sam VanSant, Project Manager
Jon Halpern, Developer
Great Barrington Development, LLC (GBD)

From: P. Nicholas Elton, Project Architect, EHA

Re: **Proposed Maple Avenue Apts.
Special Permit Submission:**
148 Maple Avenue, Great Barrington, MA

Great Barrington Development, LLC (GBD) proposes to adaptively reuse and renovate the existing Great Barrington Nursing/Rehabilitation Center (GBN/RC) into rental apartments.

■ **Existing and Proposed Project Information:**

• **Existing Project Statistics:**

- Parcel: 4.1 acres/178,596 sf
- Existing building: Two and one half (2 ½) stories /33,240 gsf.
- Parking: Forty-nine (49)

• **Proposed Project Statistics:**

- Proposed building: Three and one half (3 ½) stories /44,102 gsf,

Primary, Mailing/Eastern Massachusetts Office:

103 Terrace Street
tel. (617) 708-1071

Roxbury, MA 02120

Nick@EltonHamptonArchitects.com

Western Massachusetts Office:

104 West Street

Sandisfield, MA. 01255

- Proposed living unit: Forty-eight (48) apartments:
 - Four (4) studios
 - Thirty-six (36) one bedroom
 - Eight (8) two bedroom
- Proposed Parking: Fifty (50) including three (3) HC-accessible

■ **Special Permit Submission Package:**

- Submission Drawings:
 - Coversheet with project information
 - Existing Conditions Site Plan
 - Existing Conditions Aerial Photo
 - Proposed Site Plan
 - Proposed Site Plan with Landscape
 - Proposed Site Lighting Plan
 - Proposed Site Construction Logistics Plan
 - Existing Conditions Building Plans/Sections/Elevations
 - Proposed Building Plans/Sections/Elevations
 - Building Perspective Views
- Submission Support Document:
 - Form SP-1: Town of Great Barrington:
 - Application for a Special Permit – dated 21 Oct 20
 - Written Descriptive Narrative/Memorandum *(this document)*
 - Certified List of Abutters
 - Site Utility Capacities:
 - Peter Marks,
Fire District/GB Water Letter of Capacity, dated 20 Oct 20
 - Bill Ingram,
GB Wastewater Letter of Capacity, dated 21 October 20
 - Kevin Whalen, MA DOT *(stormwater letter issued shortly)*
 - Proposed Site Lighting Product literature

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■ **Project Narrative:**

- **Project Description:** The existing GBN/RC is a two and one half (2 ½) story brick building, built in the late 1960's, which has been vacant for about six (6) months. The building is set back about 100' from Maple Avenue, includes a generous parking area, and driveways entering and exiting the site. The proposed development is to adaptively reuse the building as a three and one half (3 ½) story rental apartment building within the existing footprint. All existing driveways, and parking areas are to be maintained, but slightly reduced. The entire proposed impermeable area for the project shall be reduced by 3% from the existing. The proposed design strives to change the building appearance from a nursing facility to a contemporary residential building.
- **Harmony with Great Barrington Master Plan:** Located in the southwest side of town, the project is located at the juncture between three (3) master plan districts.

D. Gateway District

- **Preserve natural land:**
The current 4.1 acre site includes close to 2.5 acres of wooded land, and .75 landscaped area. The project proposes to maintain these common open space areas unchanged and to reduce the paved areas. All site storm water shall drain to surface permeable areas and/or on-site drywells.
- **Protect scenic views:**
This proposed project will have no impact of the current scenic views
- **Redevelop dilapidated buildings:**
This proposed project will fully renovate an existing, 50 year old, vacant, nursing home building into much-needed rental housing. All aspects will be fully replaced with state-of-the-art systems, increase life-safety functionality, and increased sustainability.

F. Transition Zone

- **Promote mixed use:**
This proposed project is only rental housing, but will include amenities for residents such as exercise/gym space, dog bathing/grooming area, generous tenant and bicycle storage, in-building laundry, etc.
- **Redevelop dilapidated buildings:** See above
- **Protect historic character:**
The proposed project will re-purpose an existing building and maintain the community fabric

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- Enhance sidewalks and connections:

The site/building is currently connected to downtown Great Barrington with a sidewalk, generous roadway aprons that serve as bicycle paths, and is directly on the BRTA routes #21 and #22.

Promote sustainability and energy efficiency (S&EE):

The proposed project will increase the S&EE as follows:

- o *Initial study/modelling underway to seek compliance with "Passive House" parameters for energy use and embedded carbon*
- o *Will meet or exceed LEED Gold Level*
- o *Will meet current EnergyStar program*
- o *Will meet and exceed Mass. Energy Stretch Code*
- o *Will include full preparation for proposed PV/solar placement on roof*
- o *Will provide electric car recharge station*
- o *Will include individual, highly efficient "Heat-pump" heating/cooling systems*
- o *Will include an enhance energy conservation package*
- o *Stormwater management: Reduced permeable area, all existing stormwater management to remain in place, new "rain garden"*
- o *Energy-efficient, photo-electric cell-controlled site lighting*

Calm traffic:

The proposed project will alter the proposed traffic pattern within the site, changing one driveway for entrance only, and one driveway for exit only. Since the proposed building-use will change from nursing/rehabilitation to housing, the staff, service, and emergency vehicular traffic will be virtually eliminated. Proposed occupancy-load is reduced from existing occupancy-load.

G. Neighborhoods

- Provide a series of housing options:

The proposed project will offer a housing alternative that is significantly different from other existing options. Providing a supported multi-family building, with a live-in resident manager, the building is located slightly distanced, but still very accessible to downtown, and provides close access to shopping amenities, hospital, public transportation, restaurants, etc..

- Protect historic character: *See above.*
- Enhance sidewalks and connections: *See above*
- Promote sustainability and energy efficiency: *See above*
- Calm traffic: *See above*

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Roxbury, MA 02120

Nick@EltonHamptonArchitects.com

Western Massachusetts Office:

104 West Street

Sandisfield, MA. 01255



DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

FEATURES

- Reliable, uniform, glare free illumination
- Types 1, 2, 3, 4W, 5Q, and 5W distributions
- 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral surge suppression
- 15 standard powder coat finishes
- Upgrade Kits



CONTROL TECHNOLOGY

wiSCAPE™

SPECIFICATIONS

CONSTRUCTION

- All housing components aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Standard configurations do not require a flat lens, optional lenses is tempered glass
- All internal and external hardware is stainless steel
- Finish: fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) polyester powdercoat
- Optical bezel finish is match the luminaire housing

LED/OPTICS

- Optical cartridge system consisting of a die cast heat sink, LED engine, TIR optics, gasket and bezel plate.
- Cartridge is easily disassembled to replace components. Optics are held in place without the use of adhesives.
- Molded silicone gasket ensures a weather-proof seal around each individual LED.
- Features revolutionary individual LED optical control based on high performance TIR optical designs.
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens.

INSTALLATION

- Fixtures must be grounded in accordance with national, state and/or local electrical codes. Failure to do so may result in serious personal injury.

ELECTRICAL

- Luminaires have integral surge protection, UL recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J
- Drivers are UL recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- 100%-1% dimming range. Fixture will be wired for low voltage 0-10V dimming control
- Driver and surge suppressor are mounted to a prewired tray with quick disconnects that may be removed from the gear compartment

CONTROLS

- Egress adapter(s) shall slip over a 4"/100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5"/114mm to the overall height. Adapter(s) shall be prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard.

UNIVERSE®



RELATED PRODUCTS

[UCL2](#)

[UCL2-LK](#)

[UCS](#)

[UCB](#)

CONTROLS (CONTINUED)

- Photocell adapter shall include an internal twist lock receptacle. Photocell by others.
- Egress adapter shall require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter shall have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others

CERTIFICATIONS

- ETL listed under UL 1598 and CSA C22.2 No. 250.0-08 for wet locations
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 6/06/2020. [See Buy American Solutions.](#)

WARRANTY

- See [HLI Standard Warranty](#) for additional information

KEY DATA	
LUMEN RANGE	1,821–9,336
WATTAGE RANGE	31.52–71.6
EFFICACY RANGE (LPW)	54.5–138.5
INPUT CURRENT RANGE (mA)	260/420/615 mA
WEIGHT	18 lbs 4.1 kg to 27 lbs 12.25 kg
EPA	.53 to 1.05

DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

CATALOG #: _____

ORDERING GUIDE

Example: UCM2-WND-BLU-FLR-36L-420-4K7-2-CL-BL-WIRSC-SLA2-D-UNV

CATALOG #

HOUSING

UCM2		LED Quantity		Lumen output		CCT/CRI		Distribution		Finish	
UCM2	Universe Medium 2.0	36L	36 LED	260	260mA, 4000 Lumens	AMB	Amber-595nm Peak ¹	1	Type I	AGN	Antique Green
Optional Element				325	450mA Microcore Crossover	3K7	3000K, 70 CRI	2	Type II	BL	Black
WND	Universe Medium with Luminous Window			420	420mA, 6000 Lumens	4K7	4000K, 70 CRI	3	Type III	BLT	Matte Black
SR	Universe Medium with Luminous Solid Rings			460	700mA Microcore Crossover	5K7	5000K, 70 CRI	4W	Type IV Wide	CRT	Corton
VSL	Universe Medium with Luminous Vertical Slots			615	615mA, 9000 Lumens			5Q	Type V Square	DB	Dark Bronze
LUM	Universe Medium with Luminous Rings							5W	Type V Wide	DGN	Dark Green
Optional Internal Lens										GT	Graphite
BLU	Blue									LG	Light Gray
RD	Red									MAL	Matte Aluminum
GRN	Green									MDB	Metallic Bronze
Hood Style										MG	Medium Gray
ANG	Angled Hood									TT	Titanium
BEL	Bell Hood									VBV	Verde Blue
FLR	Flared Hood									WDB	Weathered Blue
SKB	Skirted Bell Hood									WH	White
STR	Straight Hood									CC	Custom Color ⁴
Hood Finish											
STS	Stainless Steel										
COP	Copper										

Mounting	Optional Lens	Options	Mounting Options	Voltage
Pole Mount	CL Clear Lens	HS House Side Shield ³	WIR w/SCAPE connectivity	UNV 120-277V
SLA2-D SLA18	DL Diffused Lens ²	SLC Solid Lens Cover	WIRSC w/SCAPE connectivity with Sensor	347 347V
SLA3 SLA20		SF Single Fuse (120, 277, 347)	SCP-8F Sensor Control to 8' Mounting Height	480 480V
SLA4 SLA20A		DF Double Fuse (208, 240, 480)	SCP-20F Sensor Control to 9' to 20' Mounting Height	
SLA7 SLA22D			PCA-C Photocontrol Adaptor Contemporary	
SLA8D SLA24			EPA-C Egress Adaptor Contemporary	
SLA9 TRA7				
SLA10 TRA8				
SLA16 TRA9				
SLA17				
Wall Mount				
WMA5 WMA17				
WMA9D WMA20				
WMA11 WMA24				
WMA12 WMA39				
WMA16				

DIMENSIONS

See page 6 for dimensions

Notes

- Turtle friendly
- Diffused Lens² is available only with T3 and T5W distribution
- House side Shield is available only with T1, T2, T3 and T4W distributions
- Consult factory for custom color, marine and corrosive finish options

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

CONTROLS

wiSCAPE™:

Supports remote management, monitoring and metering of outdoor wireless lighting applications such as smart campuses, smart cities, parking lots, parking lots and roadways.



wiSCAPE Reference									
wiSCAPE Option	Sensor	Networkable	Scheduling	Occupancy	Daylight Harvesting	0-10V Dimming	On/off Control	Bluetooth App Programming	Commissioning
Networked – Wireless									
WIR	WIR-RMI-IO	Yes	Yes	No	Yes	Yes	Yes	wiSCAPE Gateway	On-site
WIRSC	WIR-RMI-IO with Motion Sensor	Yes	Yes	Yes	Yes	Yes	Yes	wiSCAPE Gateway	On-site

DELIVERED LUMENS

The table below shows the delivered lumens for the various lumen outputs and beam distributions. Use this chart in connection with the lumen factor (LF) capability to deliver any output required.

LED #	Drive Current	Lumen Package	Lens	Distribution	3000K 70CRI				4000K 70CRI				5000K 70CRI						
					Lumen	Bug Rating			Efficacy (Lm/W)	Lumen	Bug Rating			Efficacy (Lm/W)	Lumen	Bug Rating			Efficacy (Lm/W)
36	260	4000	None	1	4100	1	0	1	130.1	4176	1	0	1	132.5	4354	1	0	1	138.5
				2	3788	1	0	1	120.2	3859	1	0	1	122.4	4023	1	0	1	127.9
				3	3708	1	0	1	114.6	3777	1	0	1	117.7	3938	1	0	1	125.4
				4W	3749	1	0	2	119.0	3819	1	0	2	121.2	3982	1	0	2	127.1
				1-HS	2316	0	0	0	73.5	2359	0	0	0	74.9	2460	0	0	0	78.4
				2-HS	2023	0	0	1	64.2	2061	0	0	1	65.4	2149	0	0	1	68.6
				3-HS	1981	0	0	1	62.9	2018	0	0	1	64.0	2104	0	0	1	67.0
				4W-HS	2044	0	0	1	64.9	2082	0	0	1	66.1	2171	0	0	1	69.2
				5Q	3936	2	0	1	124.9	4009	2	0	1	127.2	4180	2	0	1	133.4
				5W	3822	3	0	1	121.3	3893	3	0	1	123.5	4059	3	0	1	129.6
			Clear	1-CL	3769	0	0	1	119.6	3839	0	0	1	121.8	4002	1	0	1	127.0
				2-CL	3482	1	0	1	110.5	3547	1	0	1	112.5	3698	1	0	1	117.3
				3-CL	3409	1	0	1	108.1	3472	1	0	1	110.2	3620	1	0	1	115.5
				4W-CL	3447	1	0	2	109.3	3511	1	0	2	111.4	3660	1	0	2	116.1
				1-CL-HS	2129	0	0	0	67.6	2169	0	0	0	68.8	2261	0	0	0	71.7
				2-CL-HS	1860	0	0	1	59.0	1895	0	0	1	60.1	1975	0	0	1	62.7
				3-CL-HS	1821	0	0	1	57.8	1855	0	0	1	58.9	1934	0	0	1	61.4
				4W-CL-HS	1879	0	0	1	59.6	1914	0	0	0	60.7	1996	0	0	1	63.3
				5Q-CL	3618	2	0	1	114.8	3685	2	0	1	116.9	3842	2	0	1	121.9
				5W-CL	3513	2	0	1	111.5	3579	2	0	1	113.5	3731	2	0	1	118.4
Diffused	3-DL	2943	1	0	1	93.4	2998	1	0	1	95.1	3126	1	0	1	99.3			
	5W-DL	3020	1	0	1	95.8	3076	1	0	1	97.6	3207	1	0	1	101.9			

DELIVERED LUMENS CONTINUED

The table below shows the delivered lumens for the various lumen outputs and beam distributions. Use this chart in connection with the lumen factor (LF) capability to deliver any output required.

LED #	Drive Current	Lumen Package	Lens	Distribution	3000K 70CRI				4000K 70CRI				5000K 70CRI							
					Lumen	Bug Rating			Efficacy (Lm/W)	Lumen	Bug Rating			Efficacy (Lm/W)	Lumen	Bug Rating			Efficacy (Lm/W)	
36	325	450mA Microcore Crossover	None	1	4999	1	0	1	125.0	5092	1	0	1	127.3	5309	1	0	1	132.7	
				2	4619	1	0	1	115.5	4705	1	0	1	117.6	4906	1	0	1	122.6	
				3	4522	1	0	2	113.0	4606	1	0	2	115.1	4802	1	0	2	120.1	
				4W	4572	1	0	2	114.3	4657	1	0	2	116.4	4856	1	0	2	121.4	
				1-HS	2825	0	0	0	70.6	2877	0	0	0	71.9	3000	0	0	0	75.0	
				2-HS	2467	0	0	1	61.7	2513	0	0	1	62.8	2620	0	0	1	65.5	
				3-HS	2416	0	0	1	60.4	2461	0	0	1	61.5	2566	0	0	1	64.1	
				4W-HS	2493	0	0	1	62.3	2539	0	0	1	63.5	2647	0	0	1	66.2	
				5Q	4799	2	0	1	120.0	4889	2	0	1	122.2	5097	2	0	1	127.4	
			5W	4660	3	0	1	116.5	4747	3	0	1	118.7	4950	3	0	1	123.7		
			Clear	1-CL	4595	1	0	1	114.9	4681	1	0	1	117.0	4881	1	0	1	122.0	
				2-CL	4246	1	0	1	106.2	4325	1	0	1	108.1	4510	1	0	1	112.7	
				3-CL	4156	1	0	1	103.9	4234	1	0	1	105.8	4414	1	0	1	110.4	
				4W-CL	4203	1	0	2	105.1	4281	1	0	2	107.0	4464	1	0	2	111.6	
				1-CL-HS	2596	0	0	0	64.9	2645	0	0	0	66.1	2757	0	0	0	68.9	
				2-CL-HS	2268	0	0	1	56.7	2310	0	0	1	57.8	2409	0	0	1	60.2	
				3-CL-HS	2221	0	0	1	55.5	2262	0	0	1	56.6	2358	0	0	1	59.0	
				4W-CL-HS	2291	0	0	1	57.3	2334	0	0	1	58.4	2434	0	0	1	60.8	
	5Q-CL	4412		2	0	1	110.3	4494	2	0	1	112.3	4685	2	0	1	117.1			
	5W-CL	4284	3	0	1	107.1	4364	3	0	1	109.1	4550	3	0	1	113.7				
	Diffused	3-DL	3581	1	0	1	89.5	3647	1	0	1	91.2	3803	1	0	1	95.1			
		5W-DL	3691	1	0	1	92.3	3760	1	0	1	94.0	3920	2	0	1	98.0			
	420	6000		None	1	6298	1	0	1	126.4	6416	1	0	1	128.8	6689	1	0	1	134.3
					2	5820	1	0	1	116.8	5928	1	0	1	119.0	6181	1	0	1	124.1
					3	5697	1	0	2	114.3	5803	1	0	2	116.5	6050	1	0	2	121.4
					4W	5760	1	0	3	115.6	5867	1	0	3	117.8	6118	1	0	3	122.8
					1-HS	3559	0	0	0	71.4	3625	0	0	0	72.8	3779	0	0	0	75.9
					2-HS	3109	0	0	1	62.4	3167	0	0	1	63.6	3302	0	0	1	66.3
					3-HS	3044	0	0	1	61.1	3100	0	0	1	62.2	3232	0	0	1	64.9
					4W-HS	3141	0	0	1	63.0	3199	0	0	1	64.2	3335	0	0	1	66.9
					5Q	6047	2	0	1	121.4	6159	2	0	1	123.6	6422	3	0	1	128.9
				5W	5872	3	0	1	117.9	5981	3	0	1	120.1	6236	3	0	1	125.2	
				Clear	1-CL	5790	1	0	1	116.2	5898	1	0	1	118.4	6149	1	0	1	123.4
					2-CL	5350	1	0	1	107.4	5449	1	0	1	109.4	5681	1	0	1	114.0
					3-CL	5237	1	0	2	105.1	5334	1	0	2	107.1	5561	1	0	2	111.6
					4W-CL	5295	1	0	3	106.3	5394	1	0	3	108.3	5624	1	0	3	112.9
1-CL-HS					3271	0	0	0	65.7	3332	0	0	0	66.9	3474	0	0	0	69.7	
2-CL-HS					2858	0	0	1	57.4	2911	0	0	1	58.4	3035	0	0	1	60.9	
3-CL-HS					2798	0	0	1	56.2	2850	0	0	1	57.2	2971	0	0	1	59.6	
4W-CL-HS					2887	0	0	1	57.9	2941	0	0	1	59.0	3066	0	0	1	61.5	
5Q-CL	5558	2	0		1	111.6	5662	2	0	1	113.6	5903	2	0	1	118.5				
5W-CL	5398	3	0	1	108.3	5498	3	0	1	110.4	5732	3	0	1	115.1					
Diffused	3-DL	4511	1	0	1	90.6	4595	1	0	1	92.3	4791	1	0	1	96.2				
	5W-DL	4562	2	0	1	91.6	4647	2	0	1	93.3	4845	2	0	1	97.3				

DELIVERED LUMENS CONTINUED

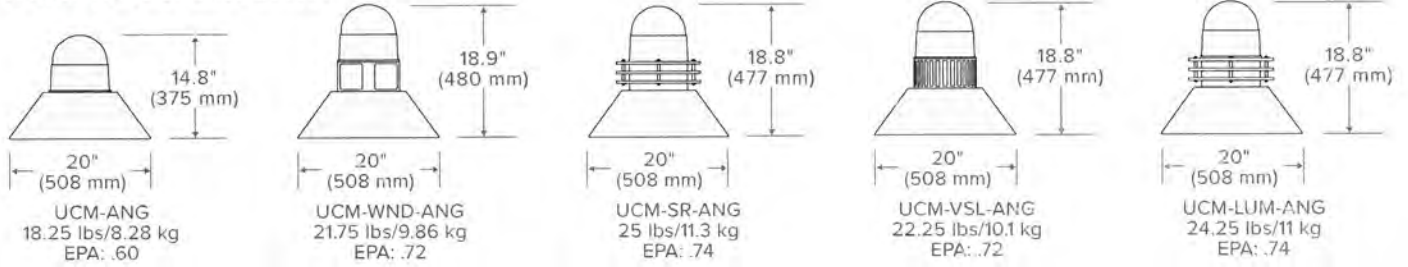
The table below shows the delivered lumens for the various lumen outputs and beam distributions. Use this chart in connection with the lumen factor (LF) capability to deliver any output required.

LED #	Drive Current	Lumen Package	Lens	Distribution	3000K 70CRI				4000K 70CRI				5000K 70CRI							
					Lumen	Bug Rating			Efficacy (Lm/W)	Lumen	Bug Rating			Efficacy (Lm/W)	Lumen	Bug Rating			Efficacy (Lm/W)	
36	460	700mA Microcore Crossover	None	1	6811	1	0	1	124.1	6937	1	0	1	126.4	7233	1	0	1	131.8	
				2	6293	1	0	2	114.6	6410	1	0	2	116.8	6683	1	0	2	121.7	
				3	6160	1	0	2	112.2	6275	1	0	2	114.3	6542	1	0	2	119.2	
				4W	6229	1	0	3	113.5	6345	1	0	3	115.6	6615	1	0	3	120.5	
				1-HS	3848	0	0	0	70.1	3920	0	0	0	71.4	4087	0	0	0	74.4	
				2-HS	3362	0	0	1	61.2	3424	0	0	1	62.4	3570	0	0	1	65.0	
				3-HS	3291	0	0	1	59.9	3352	0	0	1	61.1	3495	0	0	1	63.7	
				4W-HS	3396	0	0	1	61.9	3459	0	0	1	63.0	3607	0	0	1	65.7	
				5Q	6538	3	0	1	119.1	6660	3	0	1	121.3	6944	3	0	1	126.5	
			5W	6349	3	0	1	115.6	6467	3	0	1	117.8	6743	3	0	1	122.8		
			Clear	1-CL	6261	1	0	1	114.0	6377	1	0	1	116.2	6649	1	0	1	121.1	
				2-CL	5785	1	0	1	105.4	5892	1	0	1	107.3	6144	1	0	1	111.9	
				3-CL	5662	1	0	2	103.1	5768	1	0	2	105.1	6014	1	0	2	109.5	
				4W-CL	5726	1	0	3	104.3	5832	1	0	3	106.2	6081	1	0	3	110.8	
				1-CL-HS	3537	0	0	0	64.4	3603	0	0	0	65.6	3757	0	0	0	68.4	
				2-CL-HS	3090	0	0	1	56.3	3148	0	0	1	57.3	3282	0	0	1	59.8	
				3-CL-HS	3025	0	0	1	55.1	3082	0	0	1	56.1	3213	0	0	1	58.5	
				4W-CL-HS	3122	0	0	1	56.9	3180	0	0	1	57.9	3315	0	0	1	60.4	
	5Q-CL	6010		2	0	1	109.5	6122	2	0	1	111.5	6383	3	0	1	116.3			
	Diffused	5W-CL	5836	3	0	1	106.3	5945	3	0	1	108.3	6199	3	0	1	112.9			
		3-DL	4878	1	0	1	88.9	4969	1	0	1	90.5	5181	1	0	1	94.4			
		5W-DL	5028	2	0	1	91.6	5122	2	0	1	93.3	5340	2	0	1	97.3			
		615	9000	None	1	8791	1	0	1	122.8	8954	1	0	1	125.1	9336	1	0	1	130.4
					2	8122	1	0	2	113.5	8274	1	0	2	115.6	8626	1	0	2	120.5
					3	7951	1	0	2	111.1	8099	1	0	2	113.1	8444	1	0	2	117.9
					4W	8040	1	0	3	112.3	8189	1	0	3	114.4	8538	1	0	3	119.3
					1-HS	4967	0	0	0	69.4	5059	0	0	0	70.7	5275	0	0	0	73.7
					2-HS	4339	0	0	1	60.6	4420	0	0	1	61.7	4608	0	0	1	64.4
	3-HS				4248	0	0	1	59.3	4327	0	0	1	60.4	4511	0	0	1	63.0	
	4W-HS				4383	0	0	2	61.2	4465	0	0	2	62.4	4655	0	0	2	65.0	
	5Q				8439	3	0	1	117.9	8596	3	0	1	120.1	8963	3	0	1	125.2	
	5W			8195	3	0	2	114.5	8348	3	0	2	116.6	8703	3	0	2	121.6		
	Clear			1-CL	8081	1	0	1	112.9	8231	1	0	1	115.0	8582	1	0	1	119.9	
				2-CL	7467	1	0	2	104.3	7605	1	0	2	106.2	7930	1	0	2	110.8	
				3-CL	7309	1	0	2	102.1	7445	1	0	2	104.0	7762	1	0	2	108.4	
				4W-CL	7390	1	0	3	103.2	7528	1	0	3	105.2	7849	1	0	3	109.6	
1-CL-HS				4566	0	0	0	63.8	4651	0	0	0	65.0	4849	0	0	0	67.7		
2-CL-HS				3988	0	0	1	55.7	4063	0	0	1	56.7	4236	0	0	1	59.2		
3-CL-HS				3905	0	0	1	54.5	3978	0	0	1	55.6	4147	0	0	1	57.9		
4W-CL-HS				4029	0	0	2	56.3	4104	0	0	2	57.3	4279	0	0	2	59.8		
5Q-CL		7758	3	0	1	108.4	7902	3	0	1	110.4	8239	3	0	1	115.1				
Diffused	5W-CL	7533	3	0	2	105.2	7674	3	0	2	107.2	8001	3	0	2	111.8				
	3-DL	6297	2	0	1	87.9	6414	2	0	2	89.6	6687	2	0	2	93.4				
	5W-DL	6490	2	0	1	90.6	6611	2	0	1	92.3	6893	2	0	1	96.3				

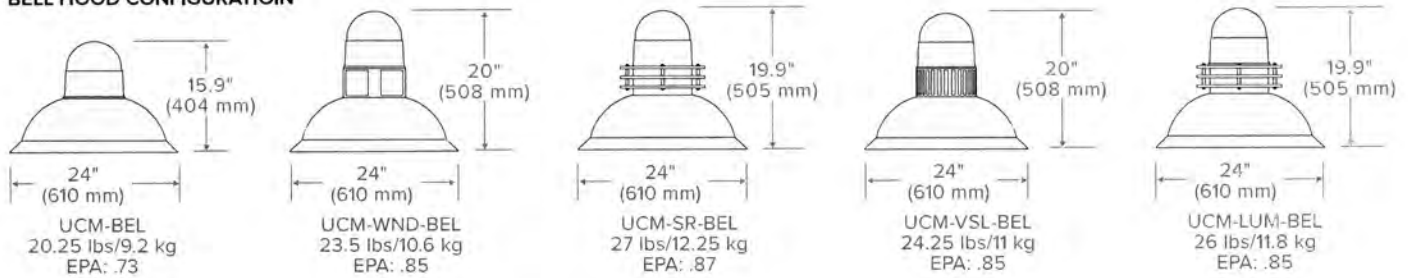
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 TYPE: _____ PROJECT: _____
 CATALOG #: _____

DIMENSIONS

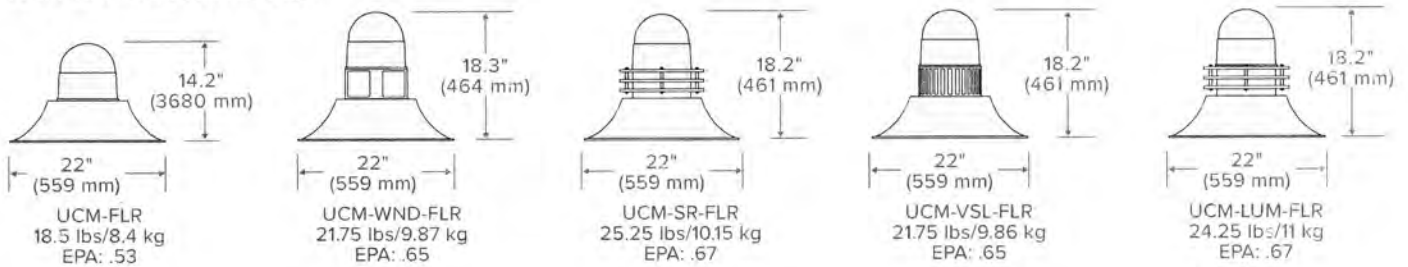
ANGLED HOOD CONFIGURATION



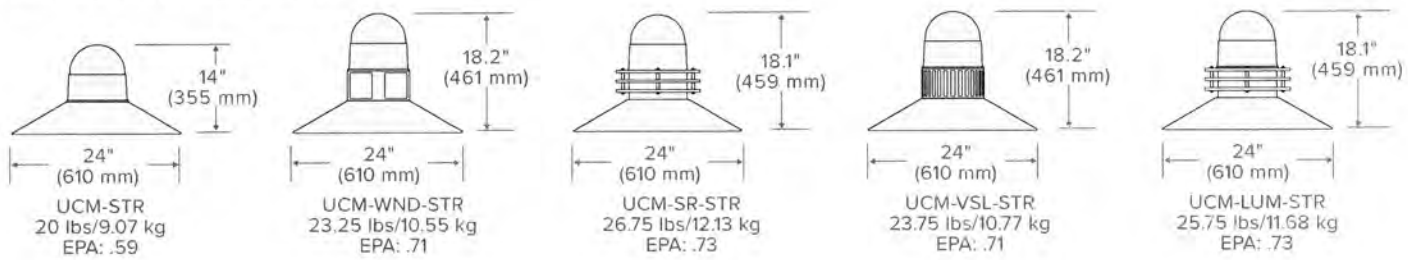
BELL HOOD CONFIGURATION



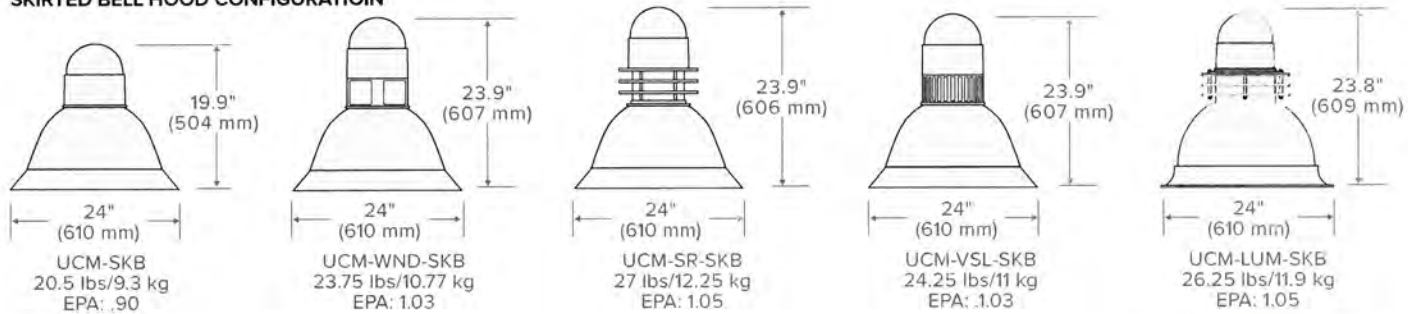
FLARE HOOD CONFIGURATION



STRAIGHT HOOD CONFIGURATION



SKIRTED BELL HOOD CONFIGURATION



PHOTOMETRY

UCM2-ANG-36L-615-4K7-1

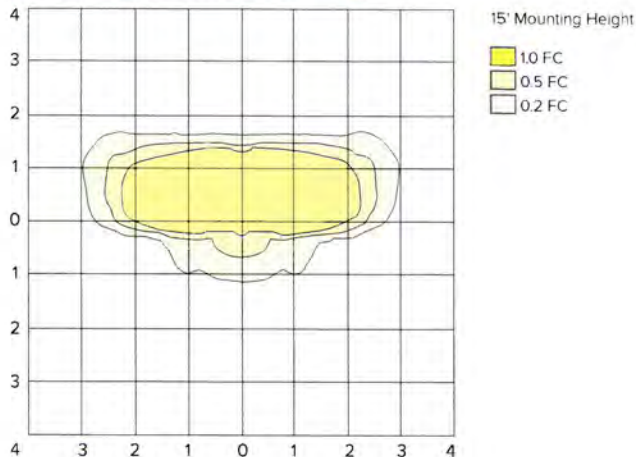
LUMINAIRE DATA

Description	4000 Kelvin, 70CRI
Delivered Lumens	8954
Watts	71.59
Efficacy	125.1
IES Type	I
BUG Rating	B1-U0-G1
Mounting Height	15 ft
Grid Scale	15 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	8046	90%
Downward House Side	908	10%
Downward Total	8954	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	8954	100%

ISOFOOT CANDLE PLOT



UCM2-ANG-36L-615-4K7-2

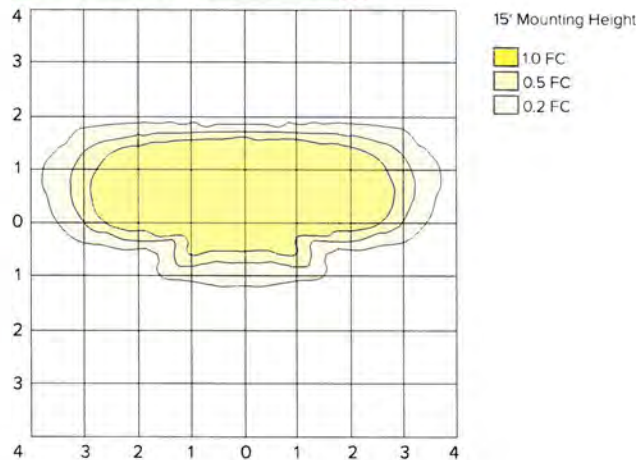
LUMINAIRE DATA

Description	4000 Kelvin, 70CRI
Delivered Lumens	8274
Watts	71.59
Efficacy	115.6
IES Type	II
BUG Rating	B1-U0-G2
Mounting Height	15 ft
Grid Scale	15 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	6942	84%
Downward House Side	1332	16%
Downward Total	8274	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	8274	100%

ISOFOOT CANDLE PLOT



UCM2-ANG-36L-615-4K7-3

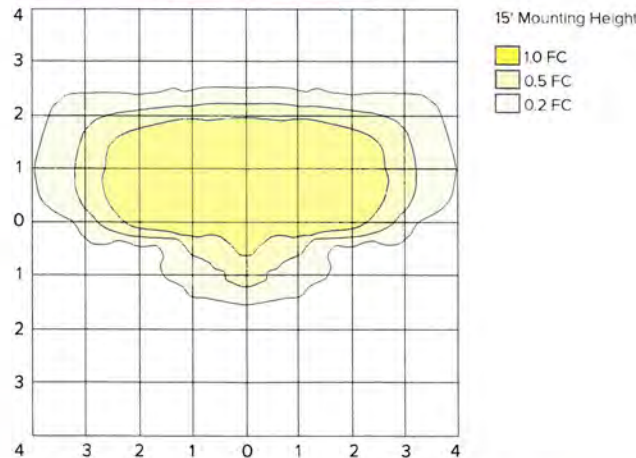
LUMINAIRE DATA

Description	4000 Kelvin, 70CRI
Delivered Lumens	8099
Watts	71.59
Efficacy	113.1
IES Type	III
BUG Rating	B1-U0-G2
Mounting Height	15 ft
Grid Scale	15 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	6800	84%
Downward House Side	1299	16%
Downward Total	8099	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	8099	100%

ISOFOOT CANDLE PLOT



DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

PHOTOMETRY

UCM2-ANG-36L-615-4K7-4W

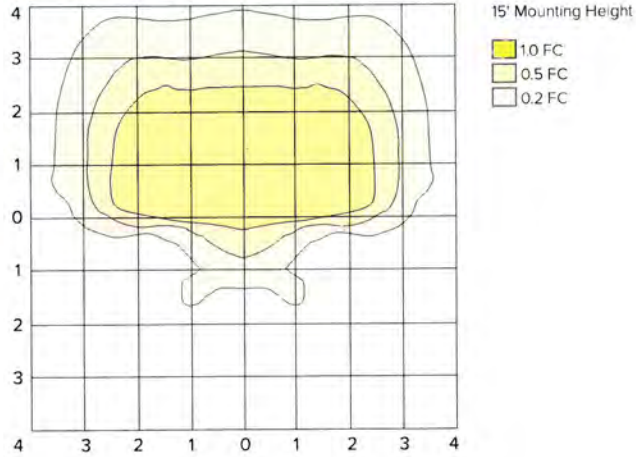
LUMINAIRE DATA

Description	4000 Kelvin, 70CRI
Delivered Lumens	8189
Watts	71.6
Efficacy	114.4
IES Type	IV Wide
BUG Rating	B1-U0-G3
Mounting Height	15 ft
Grid Scale	15 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	7339	90%
Downward House Side	850	10%
Downward Total	8189	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	8189	100%

ISOFOOT CANDLE PLOT



UCM2-ANG-36L-615-4K7-5Q

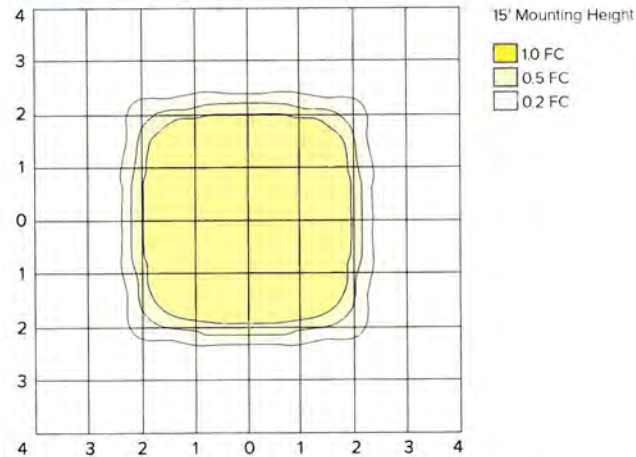
LUMINAIRE DATA

Description	4000 Kelvin, 70CRI
Delivered Lumens	8596
Watts	71.6
Efficacy	120.1
IES Type	VS
BUG Rating	B3-U0-G1
Mounting Height	15 ft
Grid Scale	15 ft

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
Downward Street Side	4298	50%
Downward House Side	4298	50%
Downward Total	8596	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	8596	100%

ISOFOOT CANDLE PLOT



UCM2-ANG-36L-615-4K7-5W

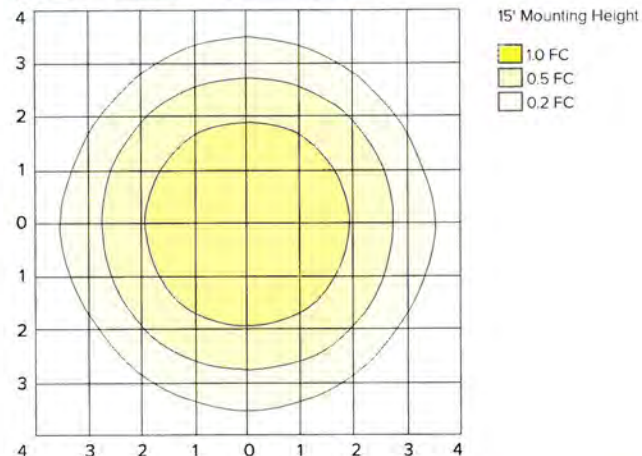
LUMINAIRE DATA

Description	4000 Kelvin, 70CRI
Delivered Lumens	8348
Watts	71.6
Efficacy	116.6
IES Type	VS
BUG Rating	B3-U0-G2
Mounting Height	15 ft
Grid Scale	15 ft

ZONAL LUMEN SUMMARY

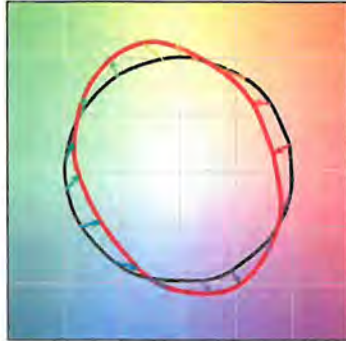
Zone	Lumens	% Luminaire
Downward Street Side	4174	50%
Downward House Side	4174	50%
Downward Total	8348	100%
Upward Street Side	0	0%
Upward House Side	0	0%
Upward Total	0	0%
Total Flux	8348	100%

ISOFOOT CANDLE PLOT



TM-30 DATA

COLOR VECTOR GRAPHIC

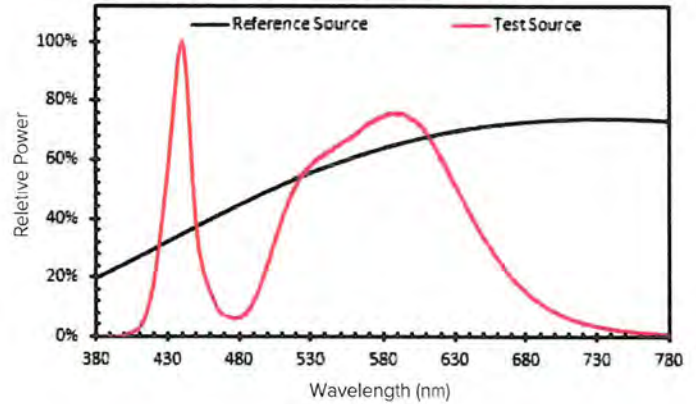


— Reference Illuminant — Test Source

TEST SOURCE

MBM TEST RESULTS	
CCT (K)	3947
CIE Ra	72
Duv	0.0004
x	0.3831
y	0.3793
Rf	68
Rg	99

SPECTRAL POWER DISTRIBUTION COMPARISON



ELECTRICAL DATA

Light Engine	System Current	System Watts	Electrical								Min. Power Factor	Max THD (%)	Dimming				
			Line Voltage		Amps AC								Dimming Range	Source current out of 0-10V		Absolute voltage range on 0-10V (+)	
			VAC	HZ	120	208	240	277	347	480				Min	Max	Min	Max
36L	260 mA	31.52	120-480	50/60	0.26	0.15	0.13	0.11	0.09	0.07	>0.9	20	10% to 100%	0mA	1mA	0V	10V
	325 mA	40			0.33	0.19	0.17	0.14	0.12	0.08							
	420 mA	49.82			0.42	0.24	0.21	0.18	0.14	0.10							
	460 mA	54.9			0.46	0.26	0.23	0.20	0.16	0.11							
	615 mA	71.6			0.60	0.34	0.30	0.26	0.21	0.15							

TM-21 LIFETIME CALCULATION - PROJECTED LUMEN MAINTENANCE (25°C / 77°F)						
HOURS	0	25,000	36,000	50,000	100,000	REPORTED L70
Projected Lumen Maintenance	100%	98.0%	96.9%	95.4%	90.5%	> 60,000

AMBER MULTIPLIER	
CCT	MULTIPLIER
5000K	1
AM	0.1727

2700K MULTIPLIER	
CCT	MULTIPLIER
5000K	1
2700K	0.897

LENS OPTION MULTIPLIER	
CLEAR LENS	DIFFUSED LENS
0.9192	0.7919

ADDITIONAL INFORMATION

PHOTOCELL / EGRESS ADAPTERS

- Adapter(s) shall slip over a 4"/100mm DIA. pole with the luminaire or arm slipping over the adapter to add a total of 4.5"/114mm to the overall height. Adapter(s) shall be prewired, independently rotatable 359°, and have a cast access cover with an integral lens and lanyard.
- Photocell adapter shall include an internal twist lock receptacle. Photocell by others.
- Egress adapter shall require an auxiliary 120 volt supply for operation of an integral MR16 lamp in the event of emergency. The lamp may be aimed and locked into position with an adjustment range of 15°-45°. Adapter shall have a socket that accepts miniature bi-pin MR16 lamps up to 50 watts, lamp by others.

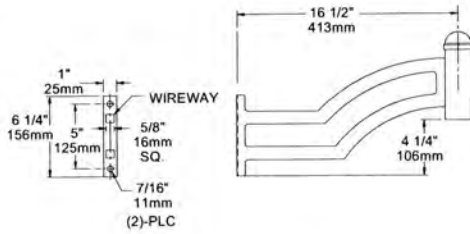
ADDITIONAL INFORMATION CONTINUED

MOUNTING POLE OPTIONS

SLA2-D

Wt: 6 lbs

EPA: .30

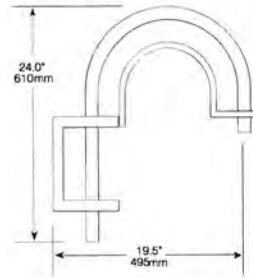


4" POLE

SLA3

WT: 8 LBS

EPA: .77

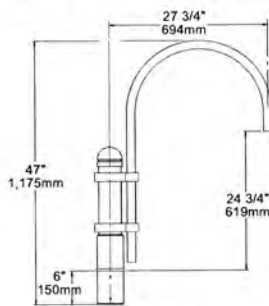


4" POLE

SLA4

WT: 14 LBS

EPA: 1.39

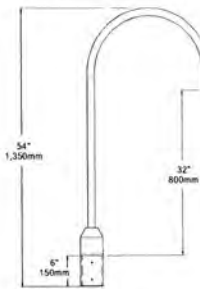


4" POLE

SLA7

WT: 9 LBS

EPA: 1.34

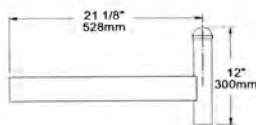


4" POLE

SLA8D

WT: 5 LBS

EPA: .40

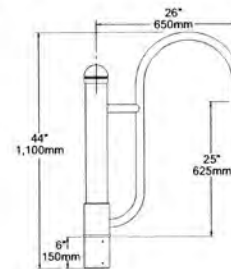


4" OR 5" POLE

SLA9

WT: 18 LBS

EPA: 1.90

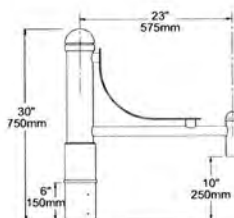


4" POLE

SLA10

WT: 9 LBS

EPA: 1.09

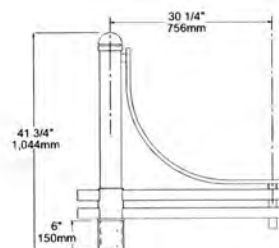


4" POLE

SLA16

WT: 18 LBS

EPA: 2.88



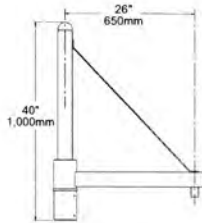
4" POLE

DATE: _____ LOCATION: _____
 TYPE: _____ PROJECT: _____
 CATALOG #: _____

ADDITIONAL INFORMATION CONTINUED

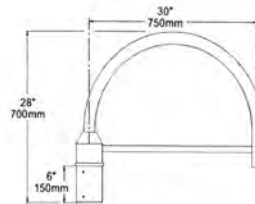
MOUNTING POLE OPTIONS

SLA17 WT: 18 LBS EPA: 1.50



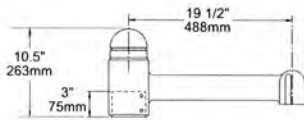
4" POLE

SLA18 WT: 12 LBS EPA: .85



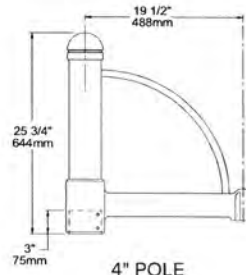
4" POLE

SLA20 WT: 10 LBS EPA: .70



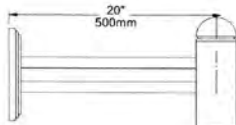
4" POLE

SLA20A WT: 15 LBS EPA: 1.30



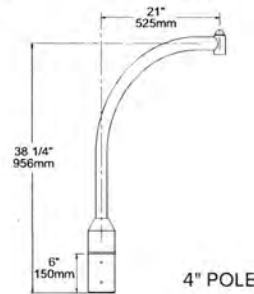
4" POLE

SLA22D WT: 4 LBS EPA: .44



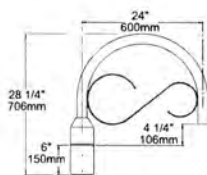
4" POLE

SLA24 WT: 9 LBS EPA: .85



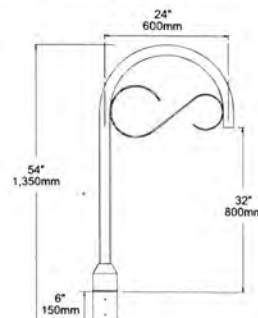
4" POLE

TRA7 WT: 12 LBS EPA: .90



4" POLE

TRA8 WT: 13 LBS EPA: 1.34



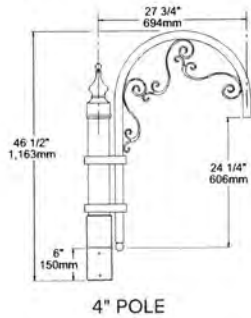
4" POLE

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

ADDITIONAL INFORMATION CONTINUED

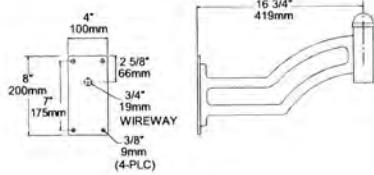
MOUNTING POLE OPTIONS

TRA9 WT: 17 LBS EPA: 1.90

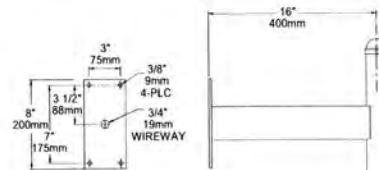


MOUNTING WALL OPTIONS

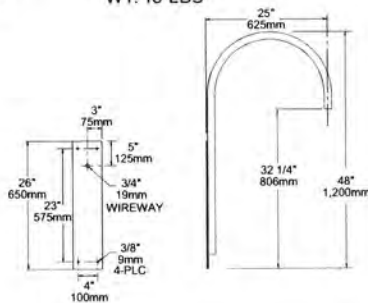
WMA5 WT: 6 LBS



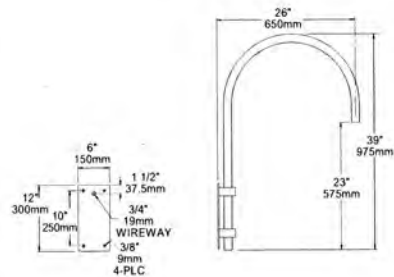
WMA9D WT: 6 LBS



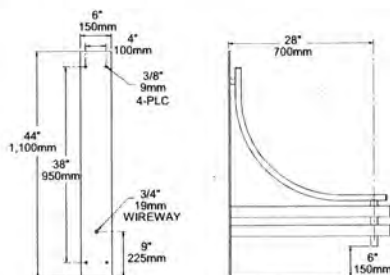
WMA11 WT: 10 LBS



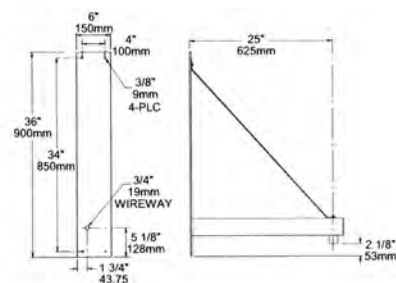
WMA12 WT: 12 LBS



WMA16 WT: 22 LBS



WMA17 WT: 15 LBS



DATE: _____ LOCATION: _____

TYPE: _____ PROJECT: _____

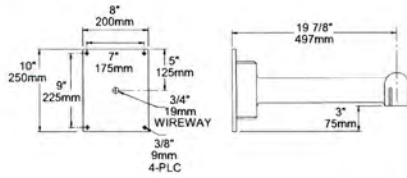
CATALOG #: _____

ADDITIONAL INFORMATION CONTINUED

MOUNTING WALL OPTIONS

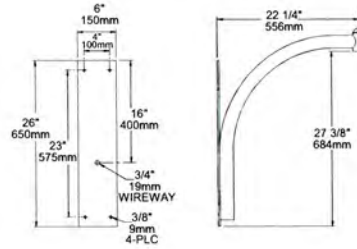
WMA20

WT: 12 LBS



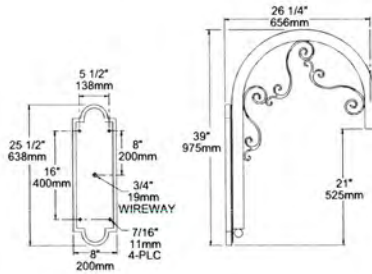
WMA24

WT: 12 LBS



WMA39

WT: 14 LBS



MAPLE AVENUE APARTMENTS

148 Maple Avenue Great Barrington, MA 01230



SOUTH ELEVATION

Developer/Owner:
Jon Halpern
Great Barrington
Development, LLC
P.O. Box 216
Southfield, MA 01259
E-mail: bigjon22@gmail.com

Architect:
Elton + Hampton Architects
103 Terrace Street
Roxbury, MA 01463
(617) 708-1071

Project Manager:
Samuel VanSant, Principal
Cobalt, LLC
204 State Road
Great Barrington, MA 01230
E-mail: sam@cobaltllc.us

E-mail: nick@eltonhamptonarchitects.com



KEY MAP

DRAWING LIST

Cover Page

SITE DRAWINGS:

- XL-1 Existing Conditions Site Plan
 - X-1 Original Site Plan
 - X-01 Aerial Photo
 - L-1 Proposed Site Plan
 - L-2 Site Lighting Plan
 - L-3 Construction Logistics Site Plan
 - A00 Site Plan with Landscape
- PROPOSED DRAWINGS:**
- A01 Garden Level Plan
 - A02 First Floor Plan
 - A03 Second Floor Plan
 - A04 Third Floor Plan
 - A04A Roof Plan
 - A05 South & North Elevations
 - A06 East & West Elevations
 - A07 Section Elevation & Entry Section
 - A08 Concept Perspectives
 - A09 Concept Perspectives
 - A10 Perspectives
 - A11 Perspectives
- EXISTING DRAWINGS:**
- EX-1 Garden Plan
 - EX-2 First Floor Plan
 - EX-3 Second Floor Plan
 - EX-4 South & North Elevations
 - EX-5 West & East Elevations
 - EX-6 Section Elevations
 - EX-7 Photos of Existing Building

UNIT MIX:

	Studio	One (1) Bedroom	Two (2) Bedroom	Total
Garden Level	1	6	1	8
First Floor	1	11	1	13
Second Floor	1	11	2	14
Third Floor	1	8	4	13
Total	4	36	8	48

- FAR: .247
- Off-Street Parking Existing: 49
- Proposed 50 including 3 HC Accessible
- Front Yard: 87'-9"
- Side Yard: (W) 35'-1" (E) 218'-7"
- Rear Yard : 200'+ (est.)
- Lot Coverage: 6.2%
- Rear Court Yard
- Front Lawn/Garden
- Open Lawn areas
- Wooded areas

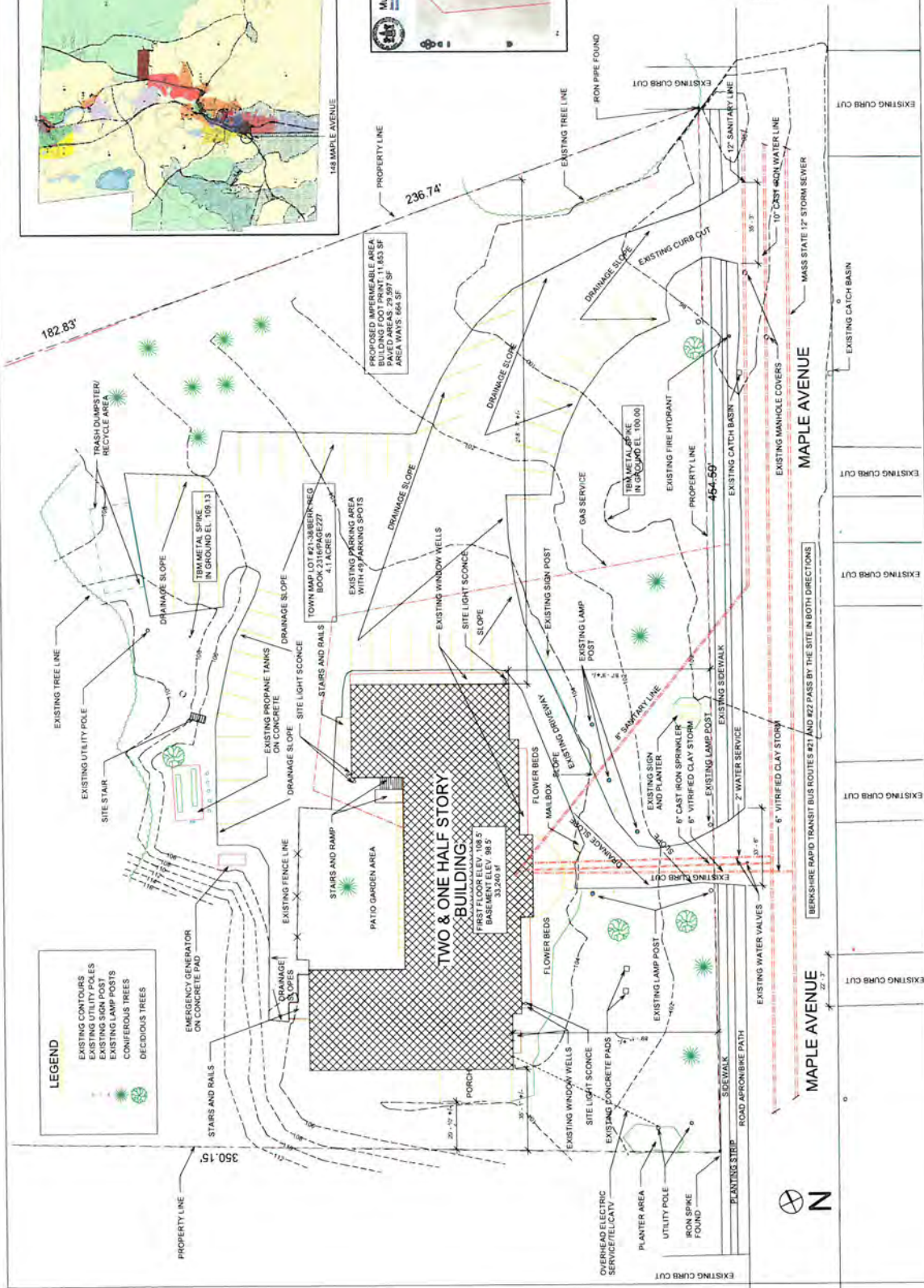
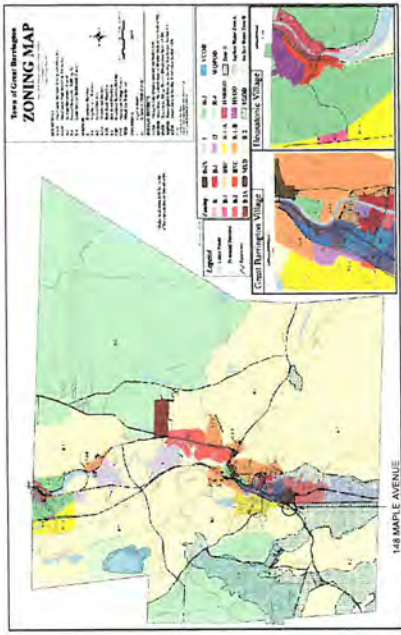
Project Statistics:

Lot Area: 4.1 +/- Acres/178,596sf +/-
 Building Area: Existing 33,240 sf
 Proposed 44,102sf
 Building Height: Existing 2 1/2 Stories/24'-6 1/2"
 Proposed 4 Stories/36'-4"

Building Functions:

- One (1) Handicapped Accessible (HCA) Main Entry
- One (1) Secondary HCA Entry
- One (1) HCA Common Laundry: 6 Washers/Dryers
- Two (2) HCA Public Half Bathrooms
- One (1) Management Office
- One (1) Gym
- One (1) Maintenance Repair Area
- One (1) Elevator
- One (1) Elevator Machine Room
- One (1) Dog-Washing Room
- One (1) Bicycle Storage Area
- One (1) Management Storage Area
- One (1) Mechanical Room
- One (1) Electric Room
- Twenty Four (24) Tenant Storage Bins
- One (1) Sprinkler/Water Meter Room
- Two (2) Enclosed Egress Stairways @7R x11T
- One (1) exterior Maintenance Shed:

October 20th, 2020



LEGEND
 EXISTING CONTOURS
 EXISTING UTILITY POLES
 EXISTING SIGN POSTS
 EXISTING LAMP POSTS
 CONIFEROUS TREES
 DECIDUOUS TREES

MAPLE AVENUE APARTMENTS
 148 Maple Avenue
 Great Barrington, MA

Elton + Hampton Architects
 103 TERRACE STREET
 ROXBURY, MA 01463
 (617) 708-1071

Existing Conditions Site Plan
 Project number: MP 10.20.20
 Date: 10.20.20
 Drawn by: MJM
 Checked by: NE

TAX MAP #021 LOT #38

XL-1
 Scale 1" = 20'-0"

No.	Description	Date

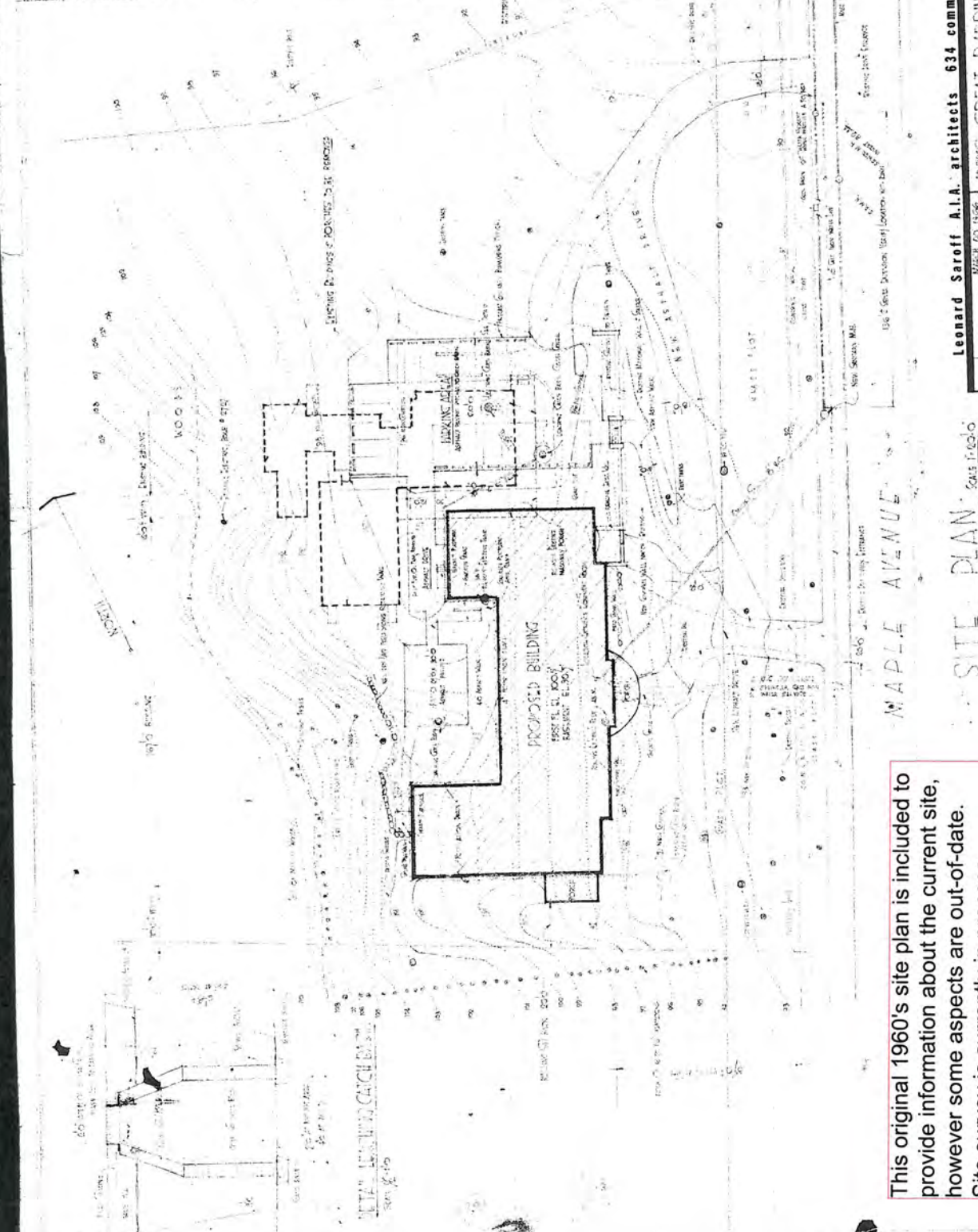
LIST OF DRAWINGS

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5	NO	5	NO
6	NO	6	NO
7	NO	7	NO
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9	NO	9	NO
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12	NO	12	NO
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100	NO	100	NO

- 1. SITE PLAN
- 2. FRONT-YARD LANDSCAPE
- 3. SIDE-YARD LANDSCAPE
- 4. FIRST FLOOR PLAN
- 5. SECOND FLOOR PLAN
- 6. REAR-YARD LANDSCAPE
- 7. ROOF PLAN
- 8. ROOF PLAN
- 9. WALL SECTION
- 10. FRONT ENTRANCE DETAILS
- 11. REAR ENTRANCE DETAILS
- 12. STAIR DETAIL
- 13. WINDOW DETAIL
- 14. DOOR DETAIL
- 15. LIGHT FIXTURE
- 16. ELECTRICAL PLAN
- 17. MECHANICAL PLAN
- 18. PLUMBING PLAN
- 19. HEATING PLAN
- 20. HEATING FIRST FLOOR PLAN
- 21. HEATING SECOND FLOOR PLAN
- 22. ELECTRICAL FIRST FLOOR PLAN
- 23. ELECTRICAL SECOND FLOOR PLAN

LEGEND

- 1. Existing Ground
- 2. Proposed Ground
- 3. Existing Grade
- 4. Proposed Grade
- 5. Existing Footing
- 6. Proposed Footing
- 7. Existing Foundation
- 8. Proposed Foundation
- 9. Existing Wall
- 10. Proposed Wall
- 11. Existing Window
- 12. Proposed Window
- 13. Existing Door
- 14. Proposed Door
- 15. Existing Stair
- 16. Proposed Stair
- 17. Existing Roof
- 18. Proposed Roof
- 19. Existing Foundation
- 20. Proposed Foundation
- 21. Existing Wall
- 22. Proposed Wall
- 23. Existing Window
- 24. Proposed Window
- 25. Existing Door
- 26. Proposed Door
- 27. Existing Stair
- 28. Proposed Stair
- 29. Existing Roof
- 30. Proposed Roof



Leonard Saroff A.I.A. architects 634 commonwealth ave. newton centre mass
 PROJECT: GREAT BARRINGTON NURSING HOME
 145 MAPLE AVENUE GREAT BARRINGTON MASS
 DATE: 10/15/60
 SHEET: 1 OF 10

This original 1960's site plan is included to provide information about the current site, however some aspects are out-of-date. Site survey is currently in process.

MAPLE AVENUE APARTMENTS

148 Maple Avenue Great Barrington, MA 01230



AERIAL PHOTO

This Aerial Photo is included to provide information about existing conditions on the current site. Site Survey is in process



Elton + Hampton Architects
 103 TERRACE STREET
 ROXBURY, MA 01463
 (617) 708-1071



MAPLE AVENUE APARTMENTS
148 Maple Avenue
Great Barrington, MA

No.	Description	Date

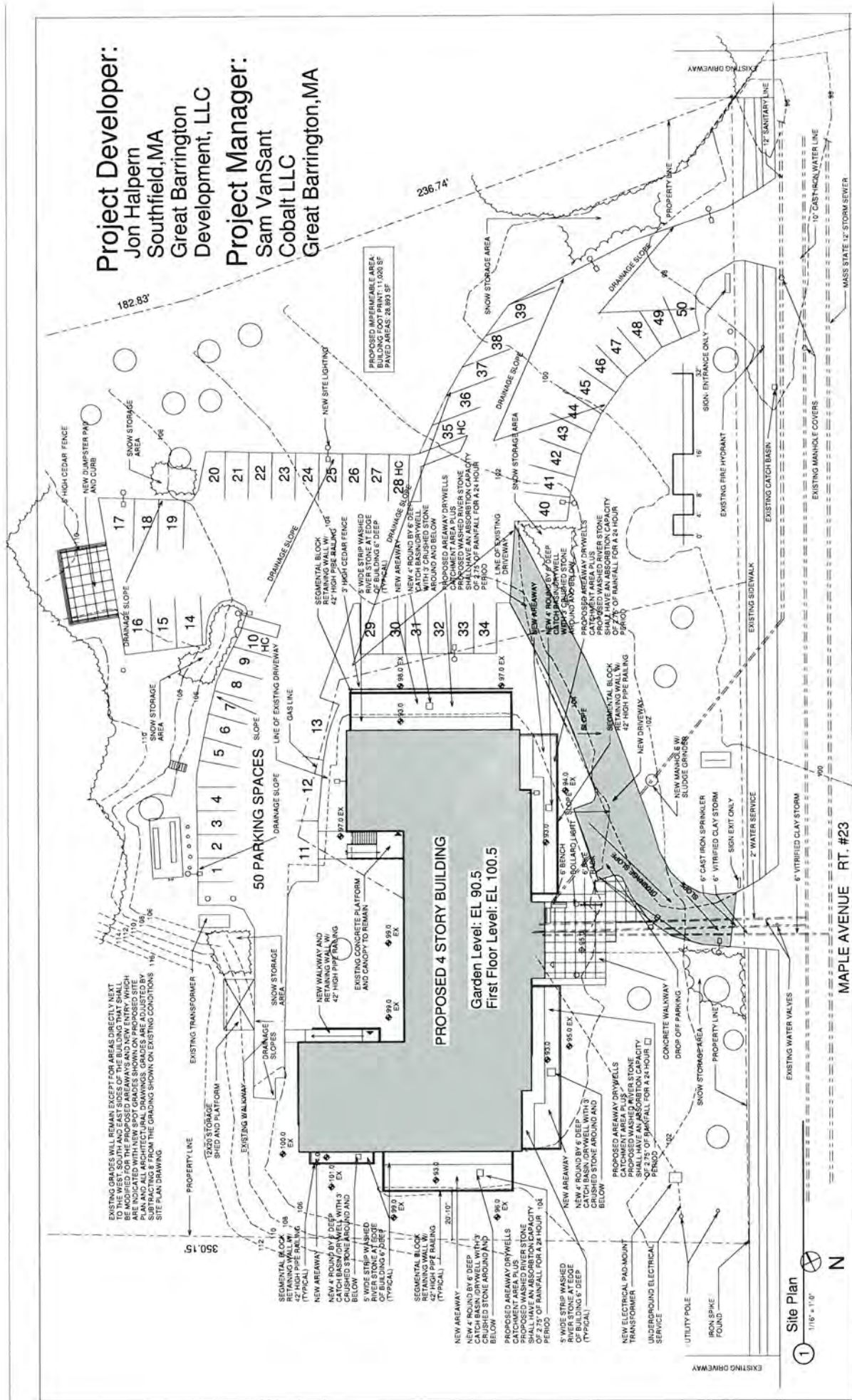
Aerial View
 Project number
 Date
 Drawn by
 Checked by

MP
 10.20.20
 MM
 NE
 Scale

X-01

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA



No.	Description	Date



MAPLE AVENUE APARTMENTS
 148 Maple Avenue
 Great Barrington, MA

Elton + Hampton Architects
 103 TERRACE STREET
 ROXBURY, MA 01463
 (617) 708-1071

Proposed Site Plan

Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton

Scale 1/16" = 1'-0"

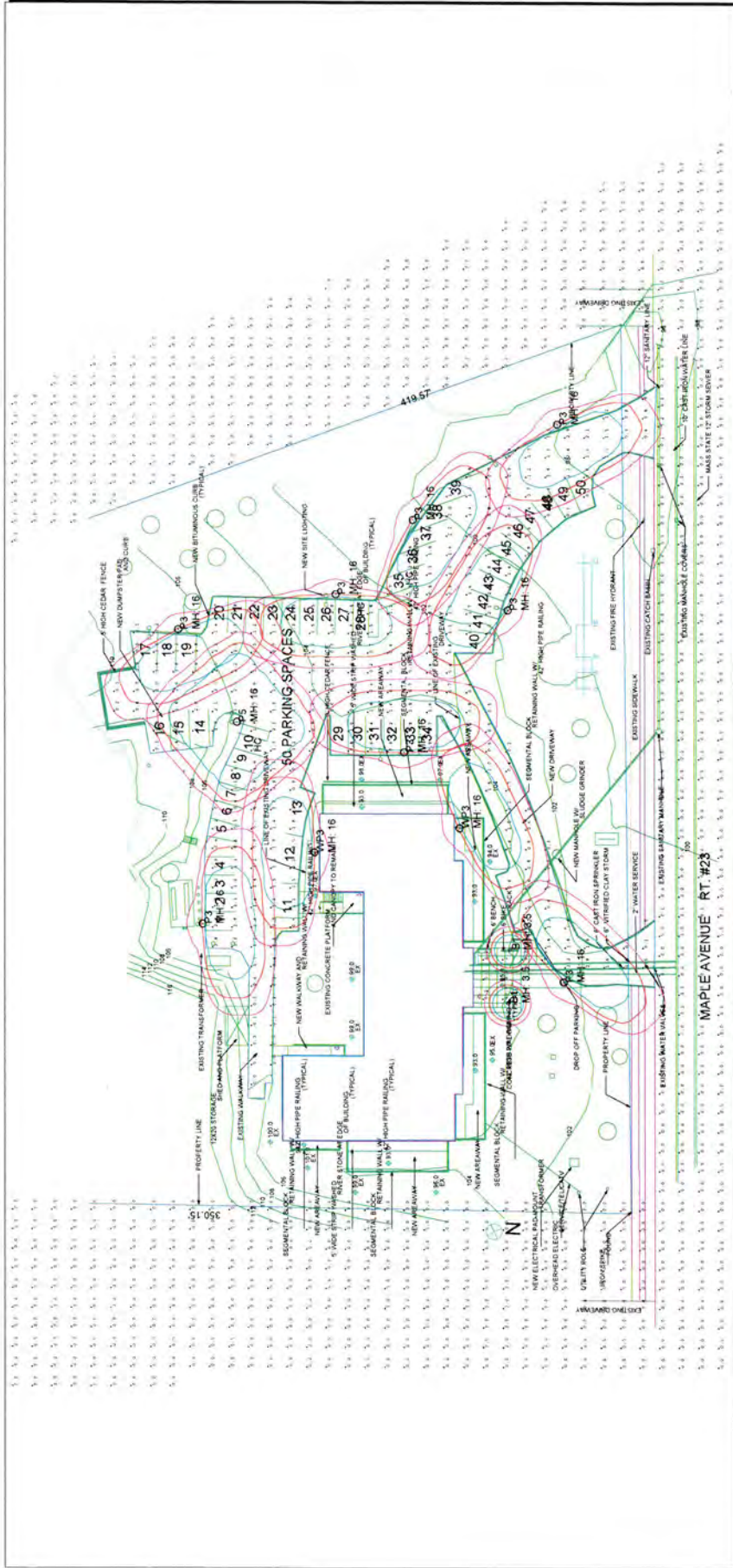
L-1

Drawn By: RK
 Checked By:
 Date: 10/22/2020

#	Date	Comments

REVISIONS

Scale:



Luminaire Schedule

Symbol	Qty	Label	Total Lamp Lumens	LLF	Description
○	8	P3	N.A.	0.880	BEACON URB MRSS-26UR-24L-55-3K7-UNV 3-BC-PCU-PM NRRW BL T/AA-44 S 5 B P BBT/RSA B S 14-40 B VM2
○	2	B1	N.A.	0.880	KIM PATR CT NU 5 12-020-3K7 42A BL UNV
○	1	P5	N.A.	0.880	BEACON URB MRSS-26UR-24L-55-3K7-UNV-5QM-BC-PCU-PM NRRW BL T/AA-44 S 5 B P BBT/RSA B S 14-40 B VM2
○	2	WP3	N.A.	0.880	BEACON URB MRSS-26UR-24L-55-3K7-UNV 3-BC-PCU-PM NRRW BL T/AA-44 W 4-A P BBT

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Front entry	Illuminance	FC	1.69	10.6	0.1	16.90	106.00
Roadway and parking	Planar Illuminance	FC	1.09	3.0	0.0	N.A.	N.A.
Spill	Illuminance	FC	0.00	0.2	0.0	N.A.	N.A.

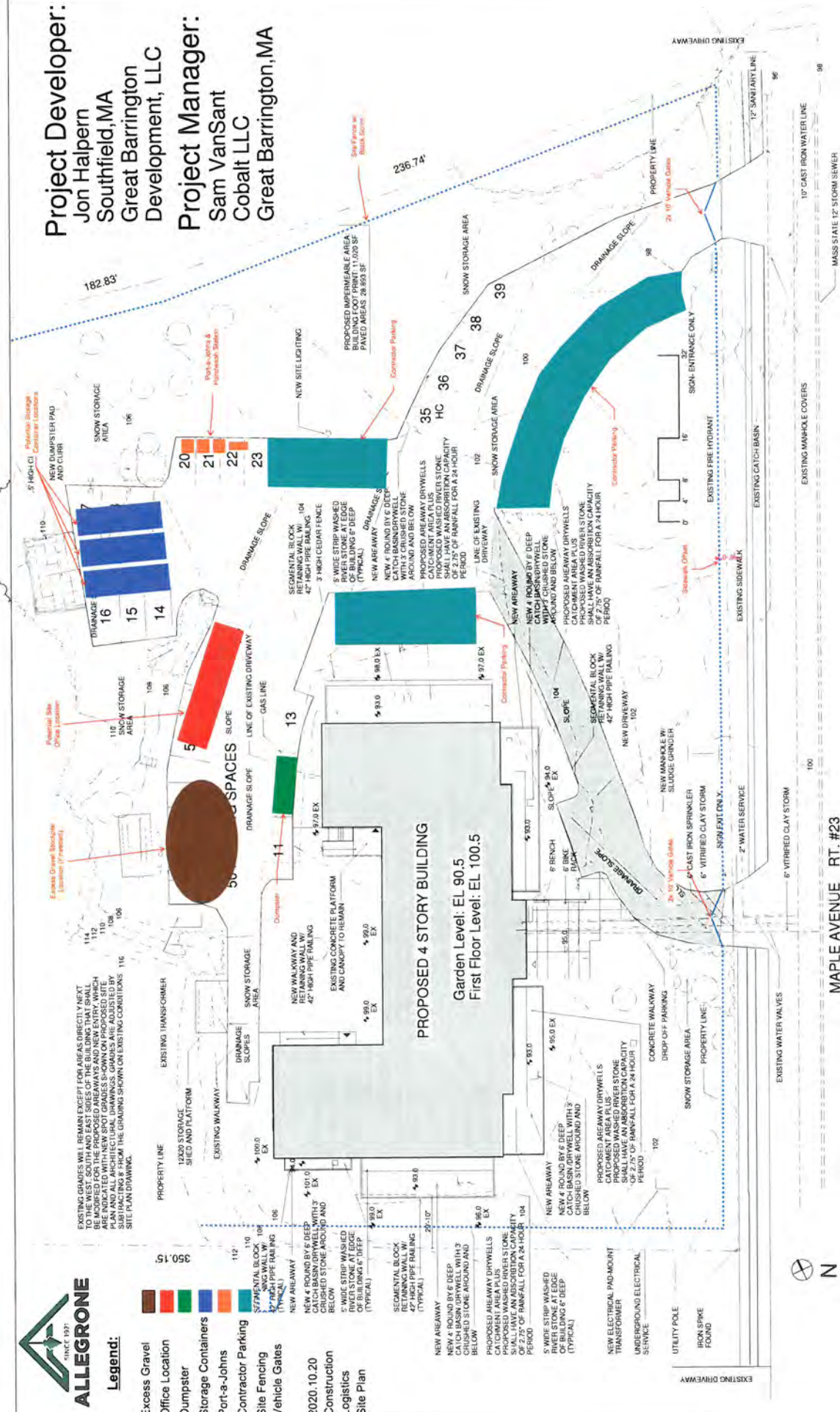


Legend:

- Excess Gravel
- Office Location
- Dumpster
- Storage Containers
- Port-a-Johns
- Contractor Parking
- Site Fencing
- Vehicle Gates

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA



Elton + Hampton Architects
 103 TERRACE STREET
 ROXBURY, MA 01463
 (617) 708-1071

MAPLE AVENUE APARTMENTS
 148 Maple Avenue
 Great Barrington, MA

Construction Logistics Site Plan

Project number: MP
 Date: 10.20.20
 Drawn by: MM
 Checked by: NE

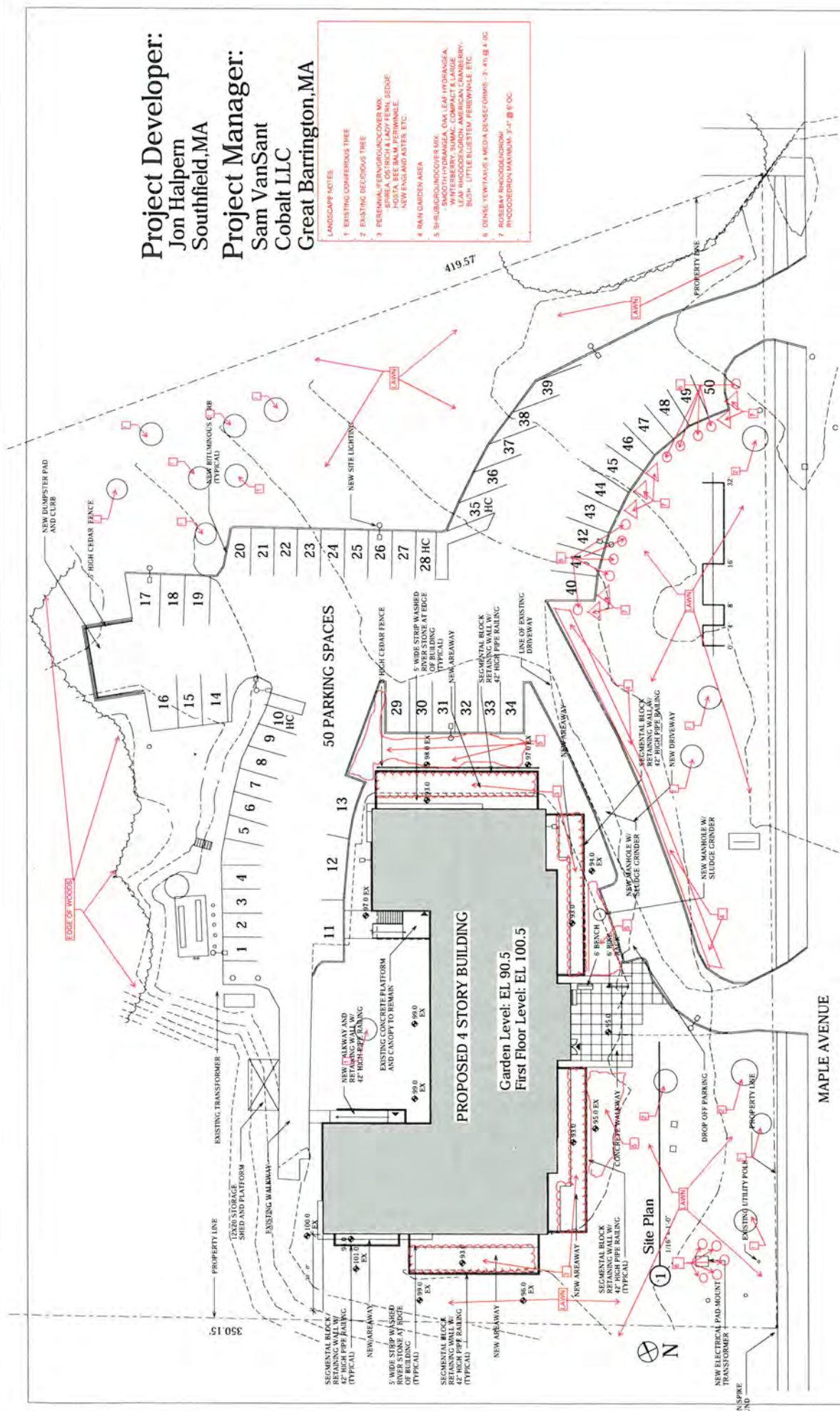
L-3

Scale: 1/16" = 1'-0"

Project Developer:
Jon Halpern
Southfield, MA

Project Manager:
Sam VanSant
Cobalt LLC
Great Barrington, MA

- LANDSCAPE NOTES**
- 1 EXISTING CONIFEROUS TREE
 - 2 EXISTING DECIDUOUS TREE
 - 3 PERENNIAL/FERNGROUND/COVER MIX SEDGE
HOSTA, BEE BALM, FERNS/WALKIE,
NEW ENGLAND ASTER, ETC.
 - 4 RAIN GARDEN AREA
 - 5 3" SUBGRASS/COVER MIX, OAK LEAF HYDRANGEA,
WINTERBERRY, SOMACH, COMPACT & LARGE
LEAF RHODODENDRON, AMERICAN CRANBERRY,
BUSH, LITTLE BLUESTEM, FERNS/WALKIE, ETC.
 - 6 DENSE YEW/TAXUS + MEDIA DENSE FORMS - 3" 4" 8" 4" 8"
 - 7 ROSEMARY BUCKLE/SHRUB/COVER
RHODODENDRON MAXIMUM - 3" 4" 8" 4" 8"



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148 Maple Avenue
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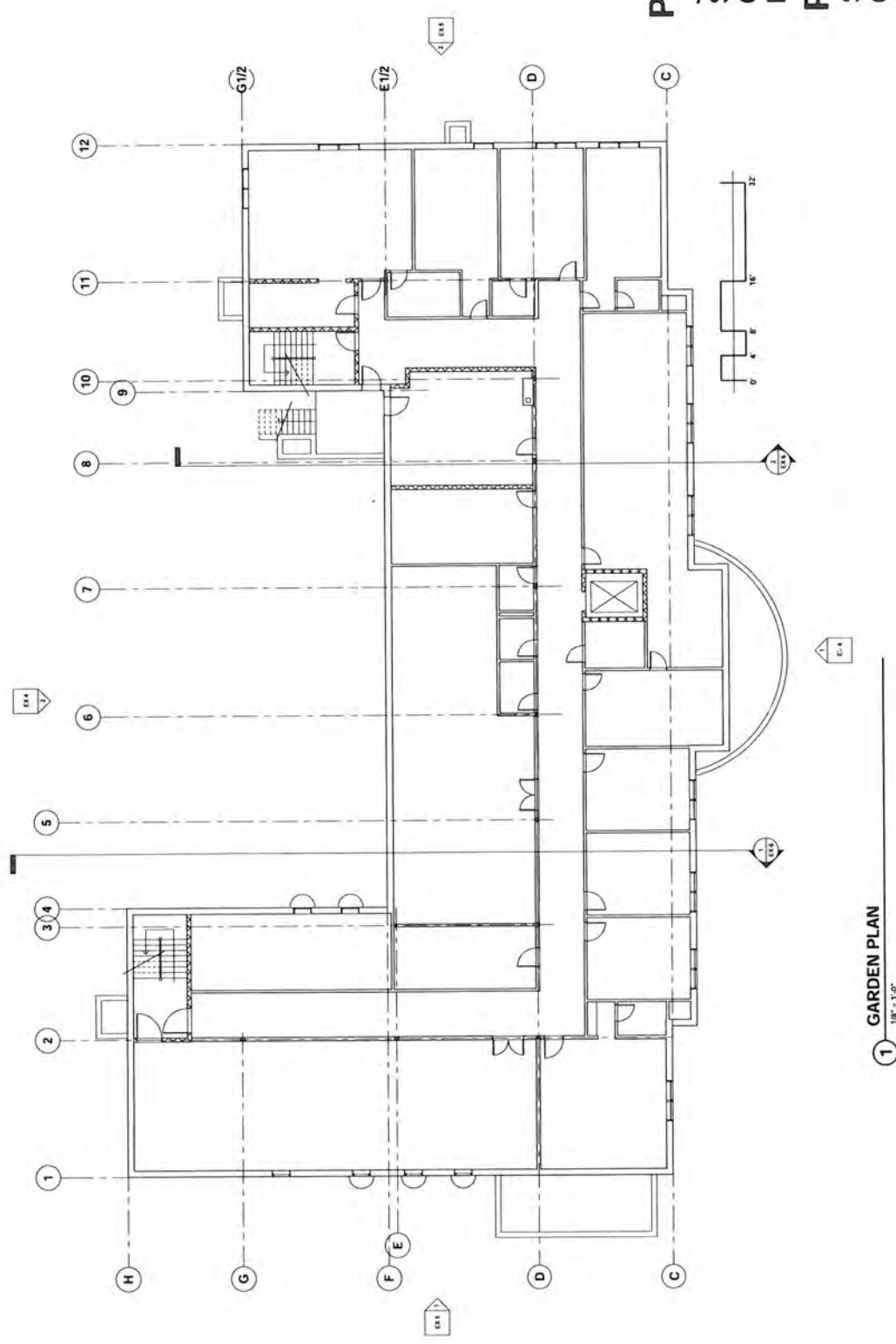
No.	Description	Date

Site Plan
WITH PROPOSED AND EXISTING LANDSCAPE

Project number: MP
Date: 10.9.20 REVISED 10.30.20
Drawn by: Mike Marotta
Checked by: Nick Elton

A00

Scale: 1/16" = 1'-0"



Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

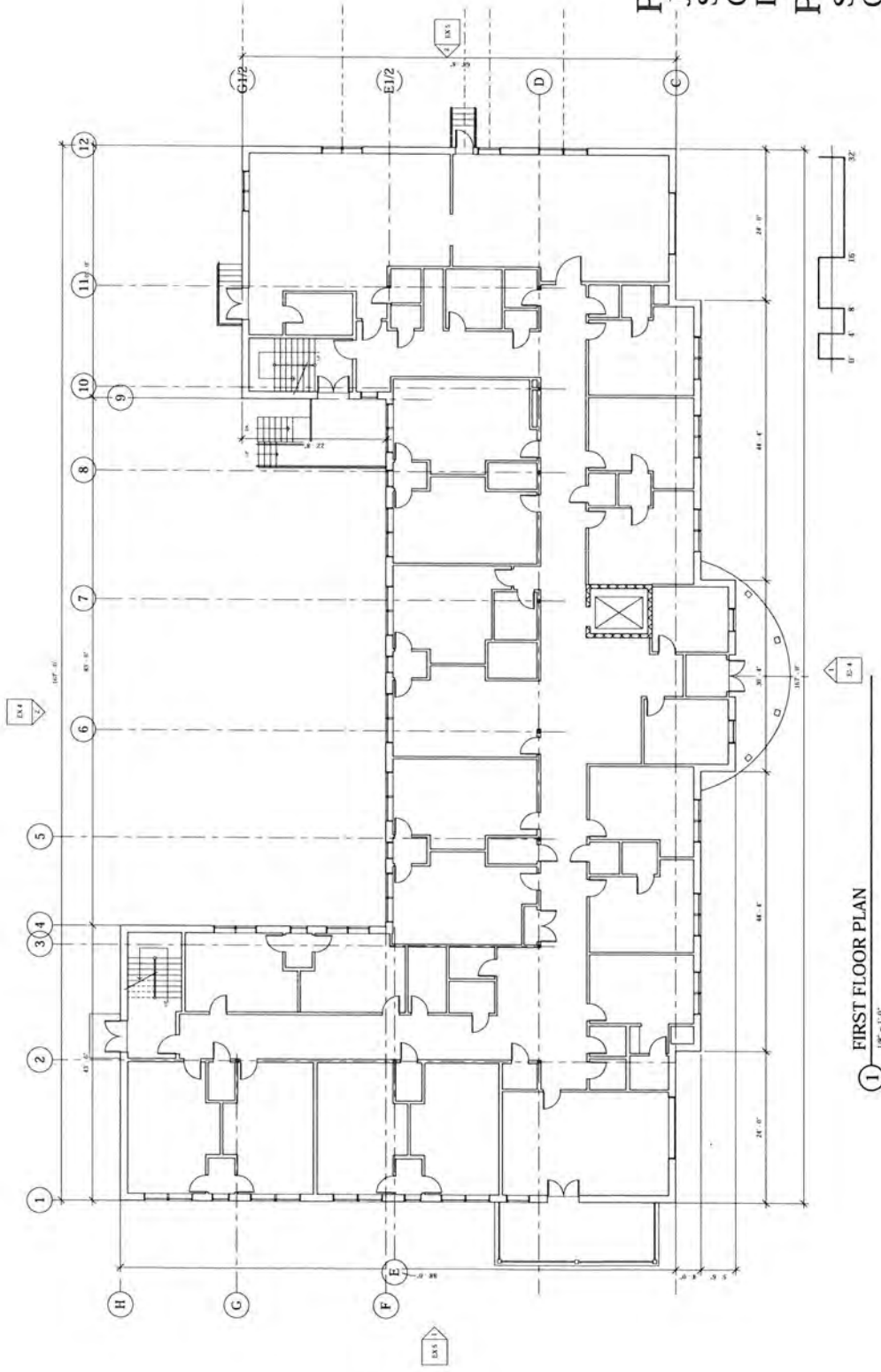
Garden Plan	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton
EX 1	
Scale 1/8" = 1'-0"	

No.	Description	Date



Maple Avenue Apartments
148 Maple Avenue
Great Barrington, MA

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① FIRST FLOOR PLAN
1/8" = 1'-0"

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

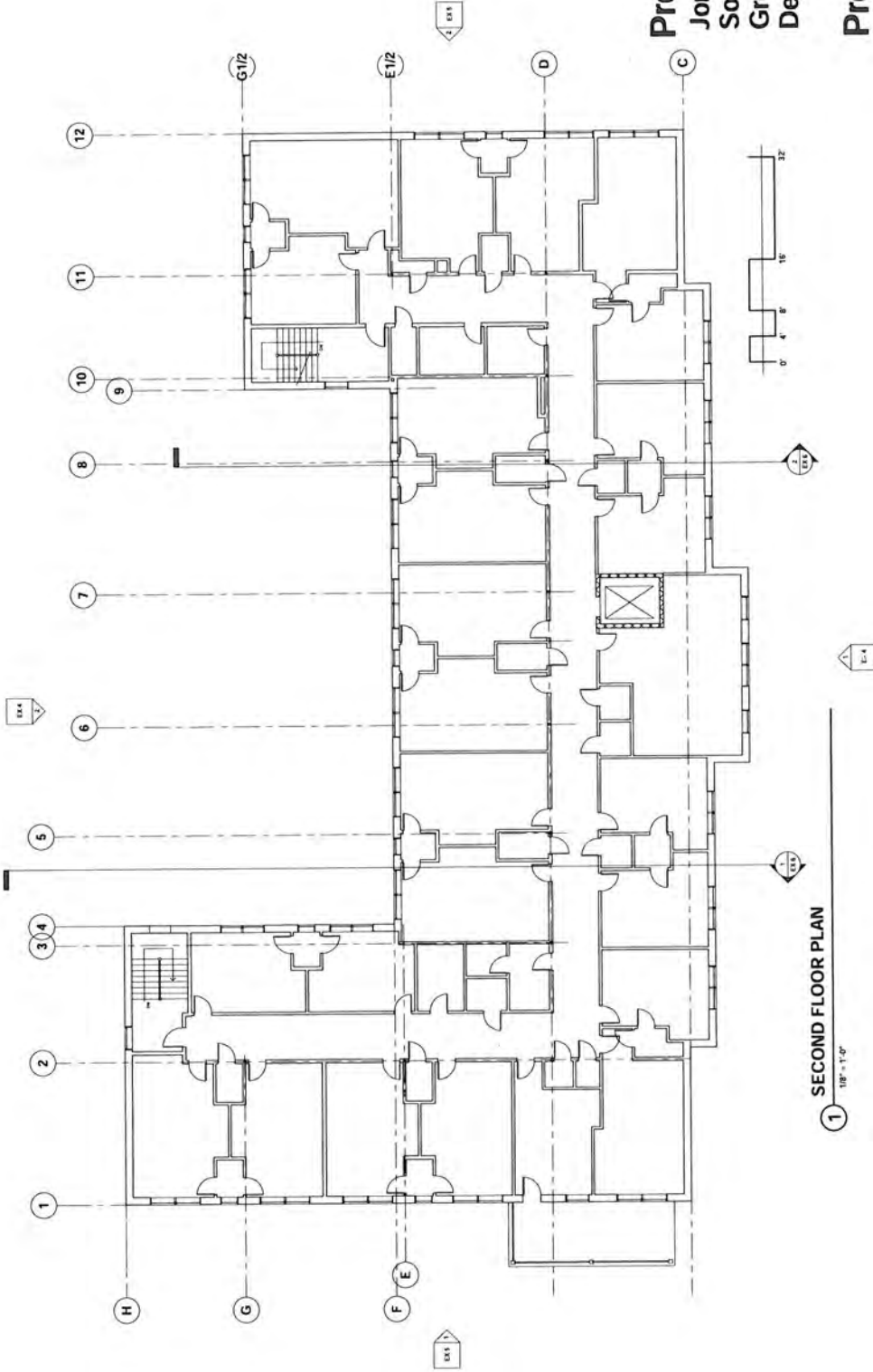
No.	Description	Date



Maple Avenue Apartments
148 Maple Avenue
Great Barrington, MA

Elton + Hampton Architects

First Floor Plan	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton
EX 2	
Scale 1/8" = 1'-0"	



Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

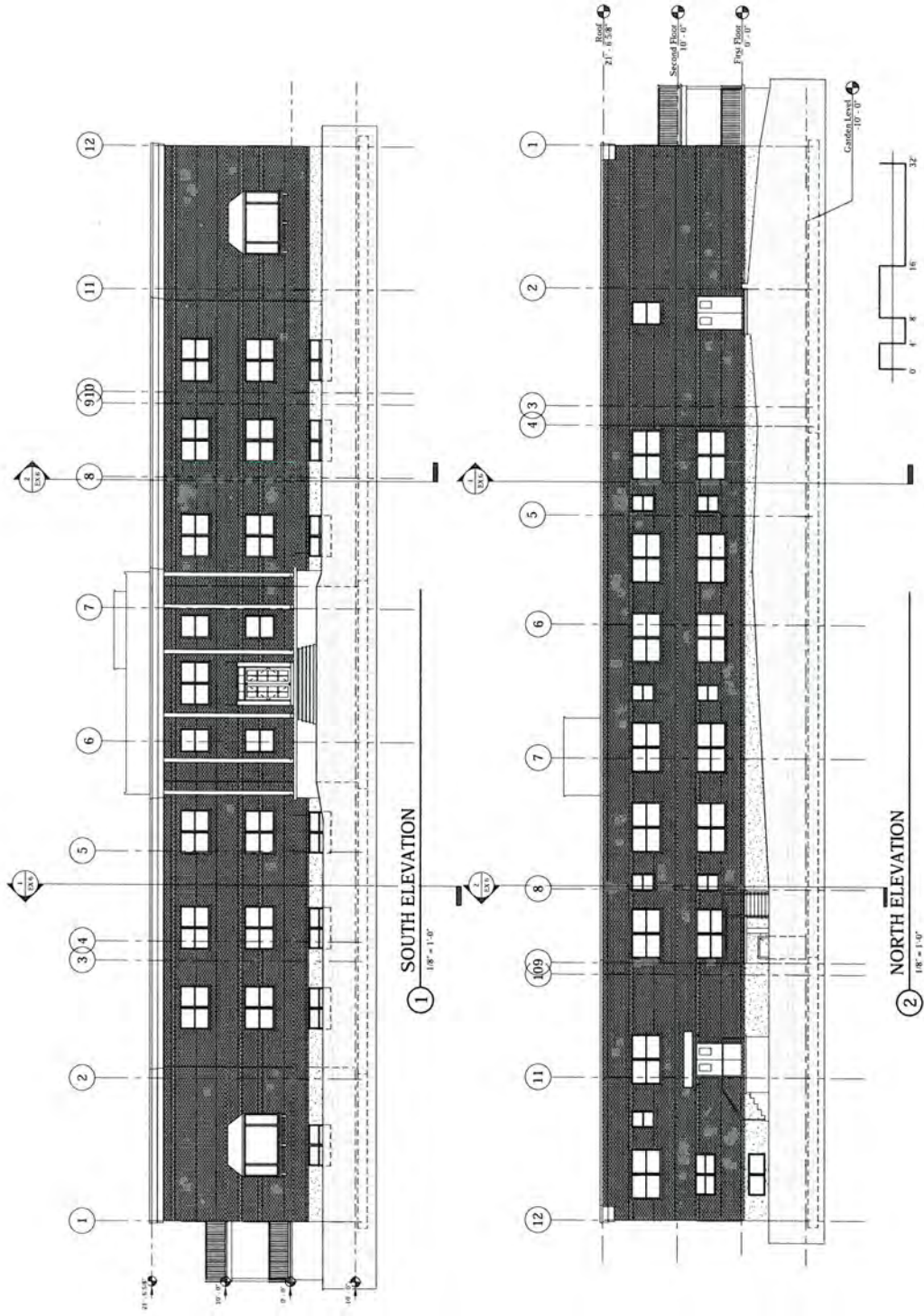
No.	Description	Date



Maple Avenue Apartments
148 Maple Avenue
Great Barrington, MA

Elton + Hampton Architects

Second Floor Plan	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton
EX 3	
Scale 1/8" = 1'-0"	



Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

South & North Elevation	
Project number	MP
Date	10.20.20
Drawn by	Mike Manotta
Checked by	Nick Elton

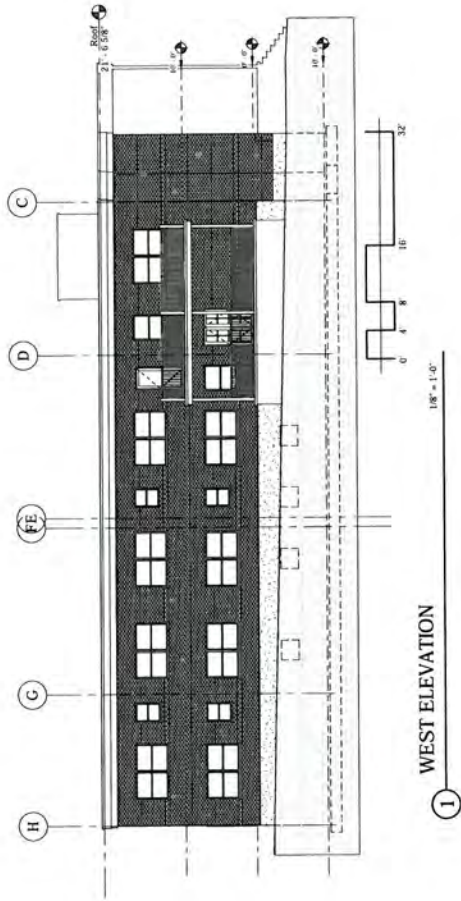
No.	Description	Date



Maple Avenue Apartments
148 Maple Avenue
Great Barrington, MA

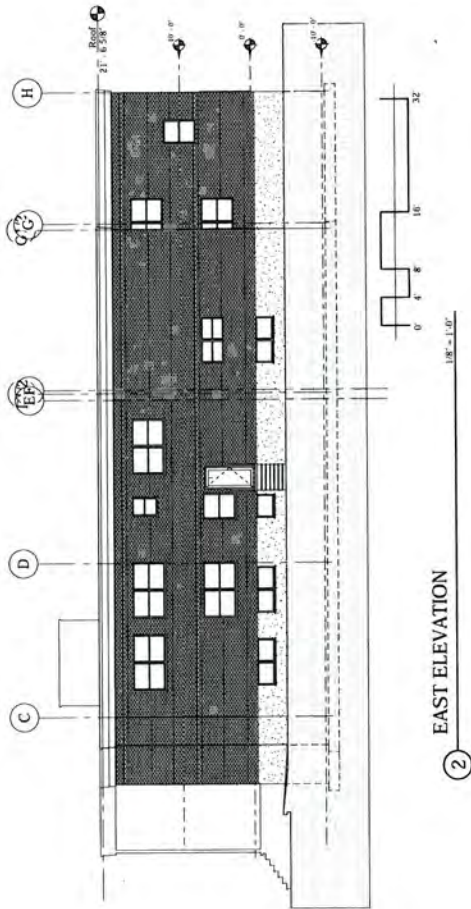
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EX 4
 Scale 1/8" = 1'-0"



WEST ELEVATION

①



EAST ELEVATION

②

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

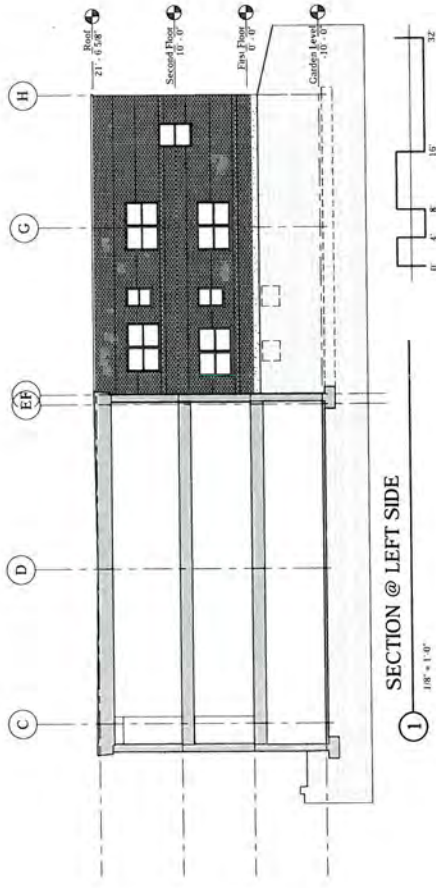


Maple Avenue Apartments
 148 Maple Avenue
 Great Barrington, MA

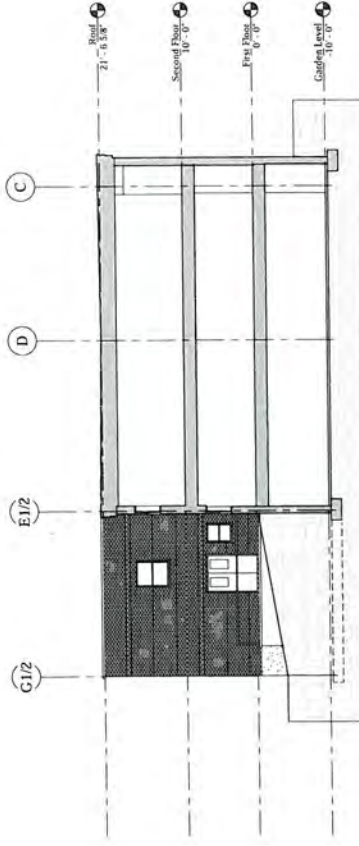
Elton + Hampton Architects

No.	Description	Date

West & East Elevation	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton
Scale 1/8" = 1'-0"	
EX 5	



SECTION @ LEFT SIDE
1/8" = 1'-0"



SECTION @ RIGHT SIDE
1/8" = 1'-0"

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

No.	Description	Date



Maple Avenue Apartments
148 Maple Avenue
Great Barrington, MA

Elton + Hampton Architects

Section Elevations	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton
Scale 1/8" = 1'-0"	

EX 6



SOUTH ELEVATION



NORTH WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



NORTH EAST ELEVATION



SOUTH WEST ELEVATION

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 Great Barrington, MA

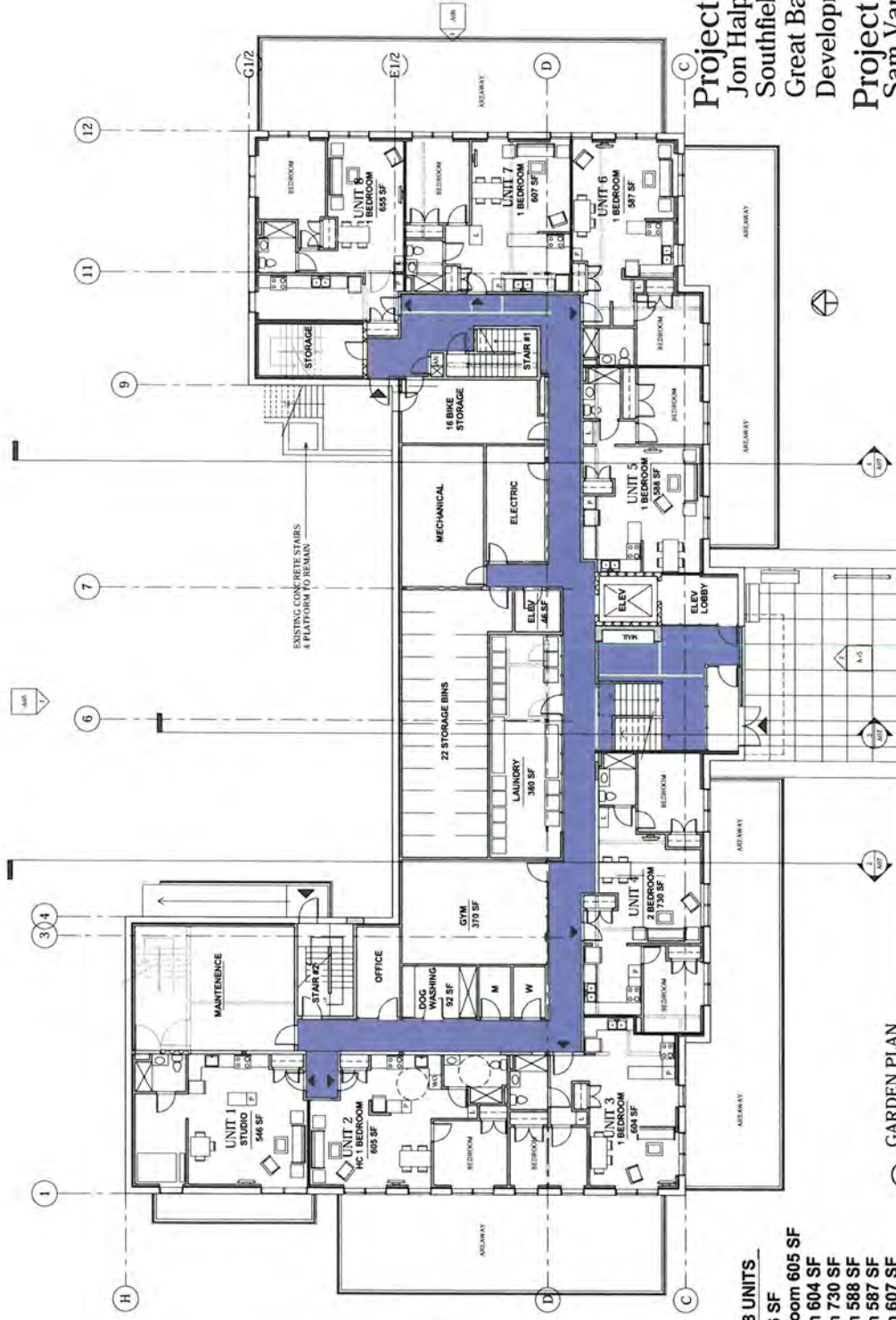


No.	Description	Date

Photos Of Existing Building
 Project number MP
 Date 10.20.20
 Drawn by MM
 Checked by NE

EX-7

Scale



Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

- GARDEN LEVEL 8 UNITS**
- Unit 1- Studio 546 SF
 - Unit 2- HC 1 Bedroom 605 SF
 - Unit 3- 1 Bedroom 604 SF
 - Unit 4- 2 Bedroom 730 SF
 - Unit 5- 1 Bedroom 588 SF
 - Unit 6- 1 Bedroom 587 SF
 - Unit 7- 1 Bedroom 607 SF
 - Unit 8- 1 Bedroom 655 SF

GARDEN PLAN
 1/8" = 1'-0"

GARDEN LEVEL PLAN

Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton

A01
 Scale 1/8" = 1'-0"

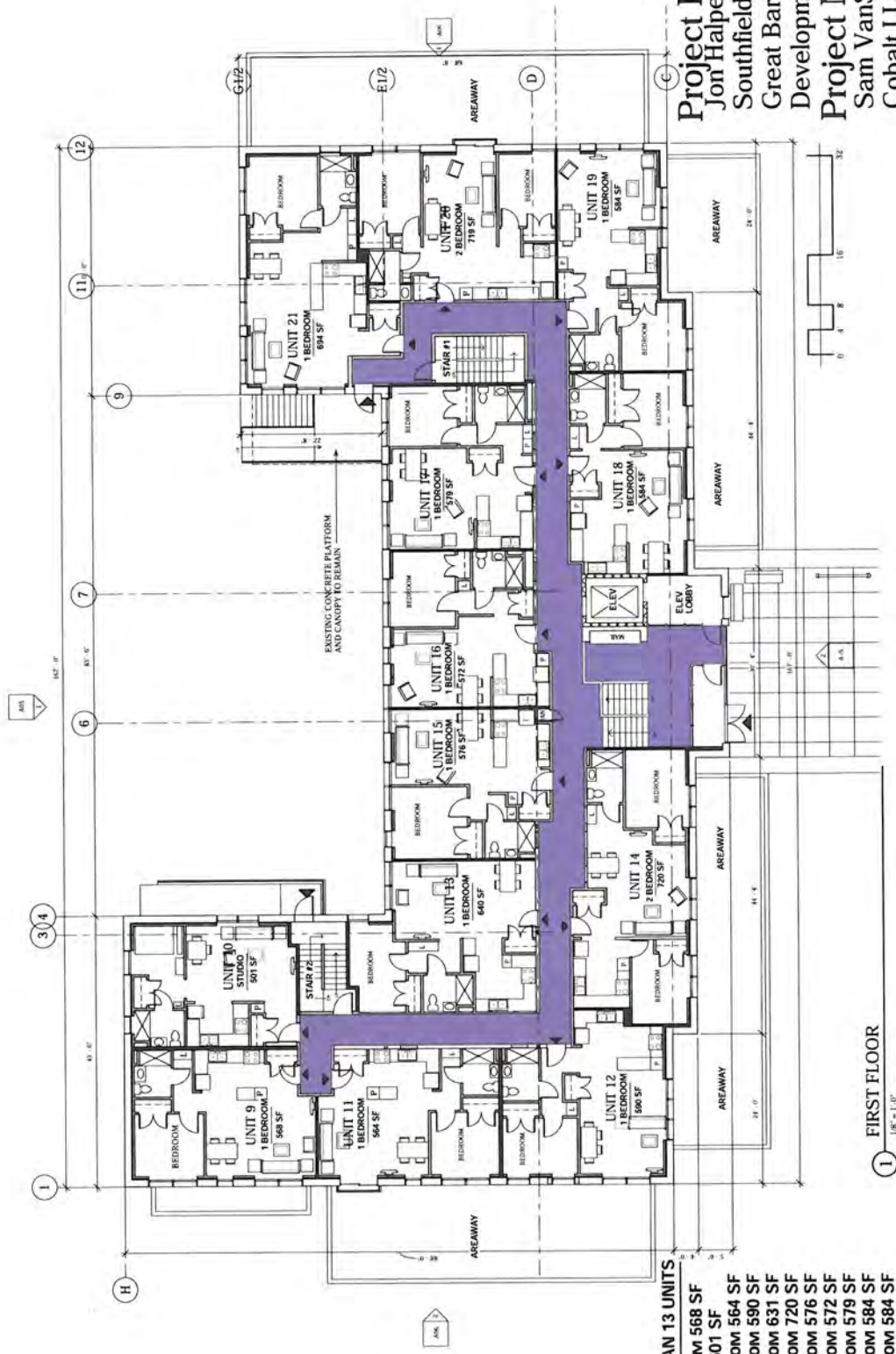
No.	Description	Date



MAPLE AVENUE APARTMENTS
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 Great Barrington, MA

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 103 TERRACE STREET
 ROXBURY, MA 01463
 (617) 708-1071

104 WEST STREET
 SANDISFIELD, MA 01255
 (413) 258-1071



Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

- FIRST FLOOR PLAN 13 UNITS**
- UNIT 9 - 1 BEDROOM 568 SF
 - UNIT 10 - STUDIO 501 SF
 - UNIT 11 - 1 BEDROOM 564 SF
 - UNIT 12 - 1 BEDROOM 590 SF
 - UNIT 13 - 1 BEDROOM 631 SF
 - UNIT 14 - 2 BEDROOM 720 SF
 - UNIT 15 - 1 BEDROOM 576 SF
 - UNIT 16 - 1 BEDROOM 572 SF
 - UNIT 17 - 1 BEDROOM 579 SF
 - UNIT 18 - 1 BEDROOM 584 SF
 - UNIT 19 - 1 BEDROOM 584 SF
 - UNIT 20 - 2 BEDROOM 719 SF
 - UNIT 21 - 1 BEDROOM 694 SF

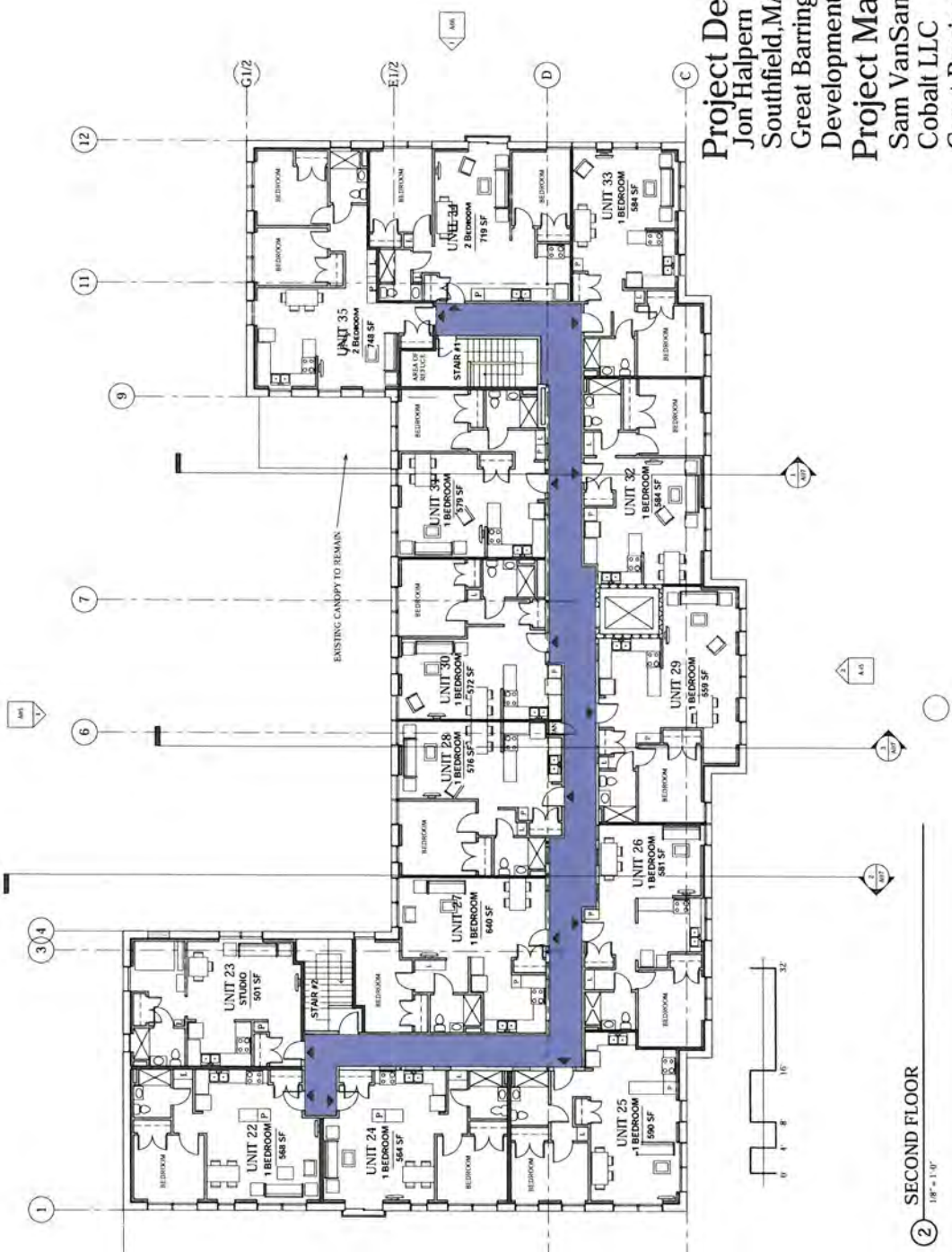
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 103 TERRACE STREET
 ROXBURY, MA 01463
 (617) 708-1071

MAPLE AVENUE APARTMENTS
 148 Maple Avenue
 Great Barrington, MA

No.	Description	Date

First Floor Plan
 Project number: MP
 Date: 10.20.20
 Drawn by: Mike Marotta
 Checked by: Nick Elton

A02
 Scale: 1/8" = 1'-0"



SECOND FLOOR PLAN 14 UNITS

- UNIT 22- 1 BEDROOM 568 SF
- UNIT 23- STUDIO 501 SF
- UNIT 24- 1 BEDROOM 564 SF
- UNIT 25- 1 BEDROOM 590 SF
- UNIT 26- 1 BEDROOM 581 SF
- UNIT 27- 1 BEDROOM 640 SF
- UNIT 28- 1 BEDROOM 576 SF
- UNIT 29- 1 BEDROOM 569 SF
- UNIT 30- 1 BEDROOM 572 SF
- UNIT 31- 1 BEDROOM 579 SF
- UNIT 32- 1 BEDROOM 584 SF
- UNIT 33- 1 BEDROOM 564 SF
- UNIT 34- 2 BEDROOM 719 SF
- UNIT 35- 2 BEDROOM 748 SF

SECOND FLOOR
1/8" = 1'-0"

Project Developer:
Jon Halpern
Southfield, MA
Great Barrington
Development, LLC

Project Manager:
Sam VanSant
Cobalt LLC
Great Barrington, MA



MAPLE AVENUE APARTMENTS
148 Maple Avenue
Great Barrington, MA

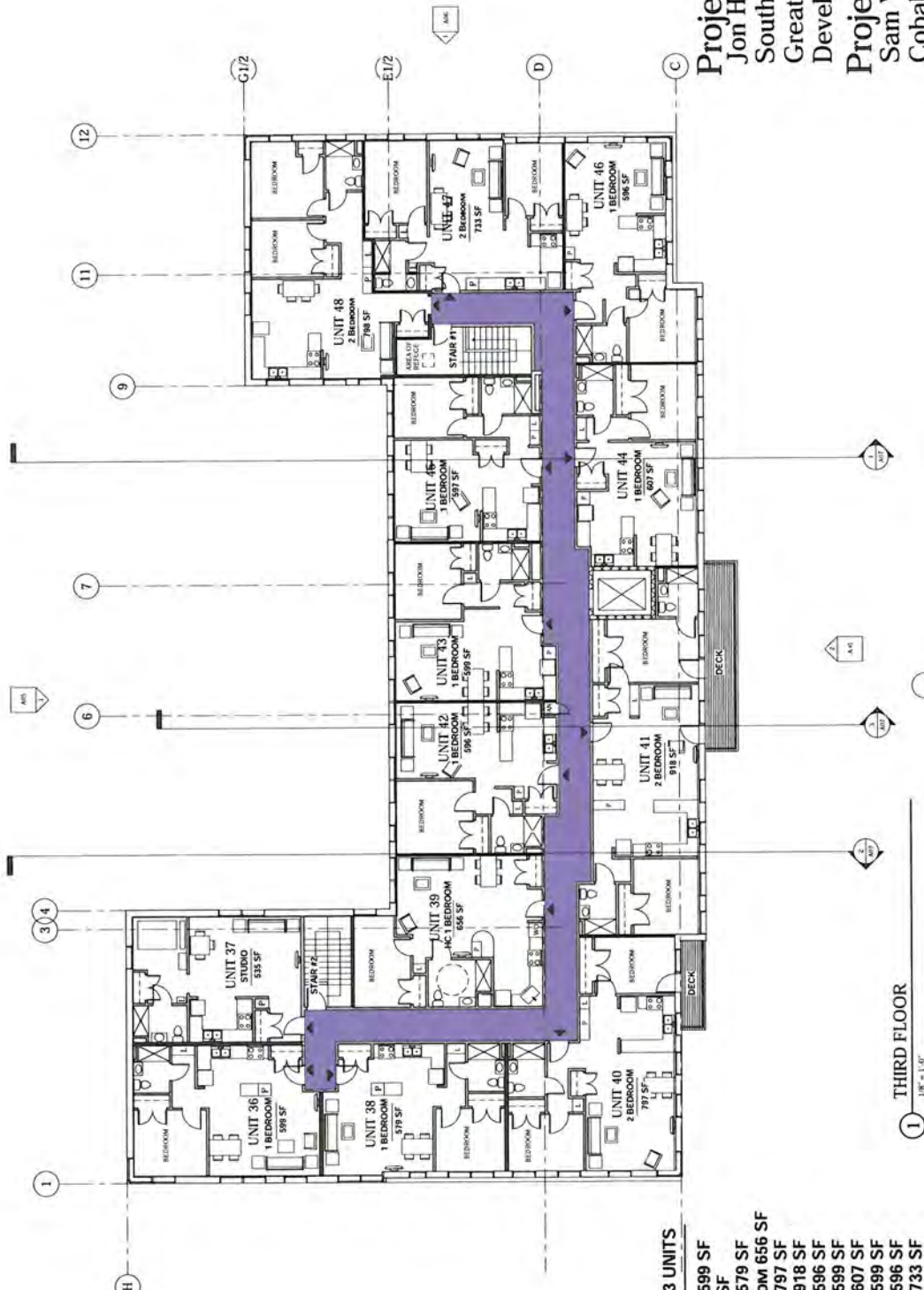
Elton + Hampton Architects
103 TERRACE STREET
ROXBURY, MA 01463
(617) 708-1071

104 WEST STREET
SANDSFIELD, MA 01255
(413) 258-1071

No.	Description	Date

Second Floor Plan	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton
Scale 1/8" = 1'-0"	

A03



THIRD FLOOR PLAN 13 UNITS

- UNIT 36- 1 BEDROOM 599 SF
- UNIT 37- STUDIO 535 SF
- UNIT 38- 1 BEDROOM 579 SF
- UNIT 39- HC 1 BEDROOM 656 SF
- UNIT 40- 2 BEDROOM 797 SF
- UNIT 41- 2 BEDROOM 918 SF
- UNIT 42- 1 BEDROOM 596 SF
- UNIT 43- 1 BEDROOM 599 SF
- UNIT 44- 1 BEDROOM 607 SF
- UNIT 45- 1 BEDROOM 599 SF
- UNIT 46- 1 BEDROOM 596 SF
- UNIT 47- 2 BEDROOM 733 SF
- UNIT 48- 2 BEDROOM 798 SF

1 THIRD FLOOR
1/8" = 1'-0"

Project Developer:
Jon Halpern
Southfield, MA
Great Barrington
Development, LLC

Project Manager:
Sam VanSant
Cobalt LLC
Great Barrington, MA

No.	Description	Date



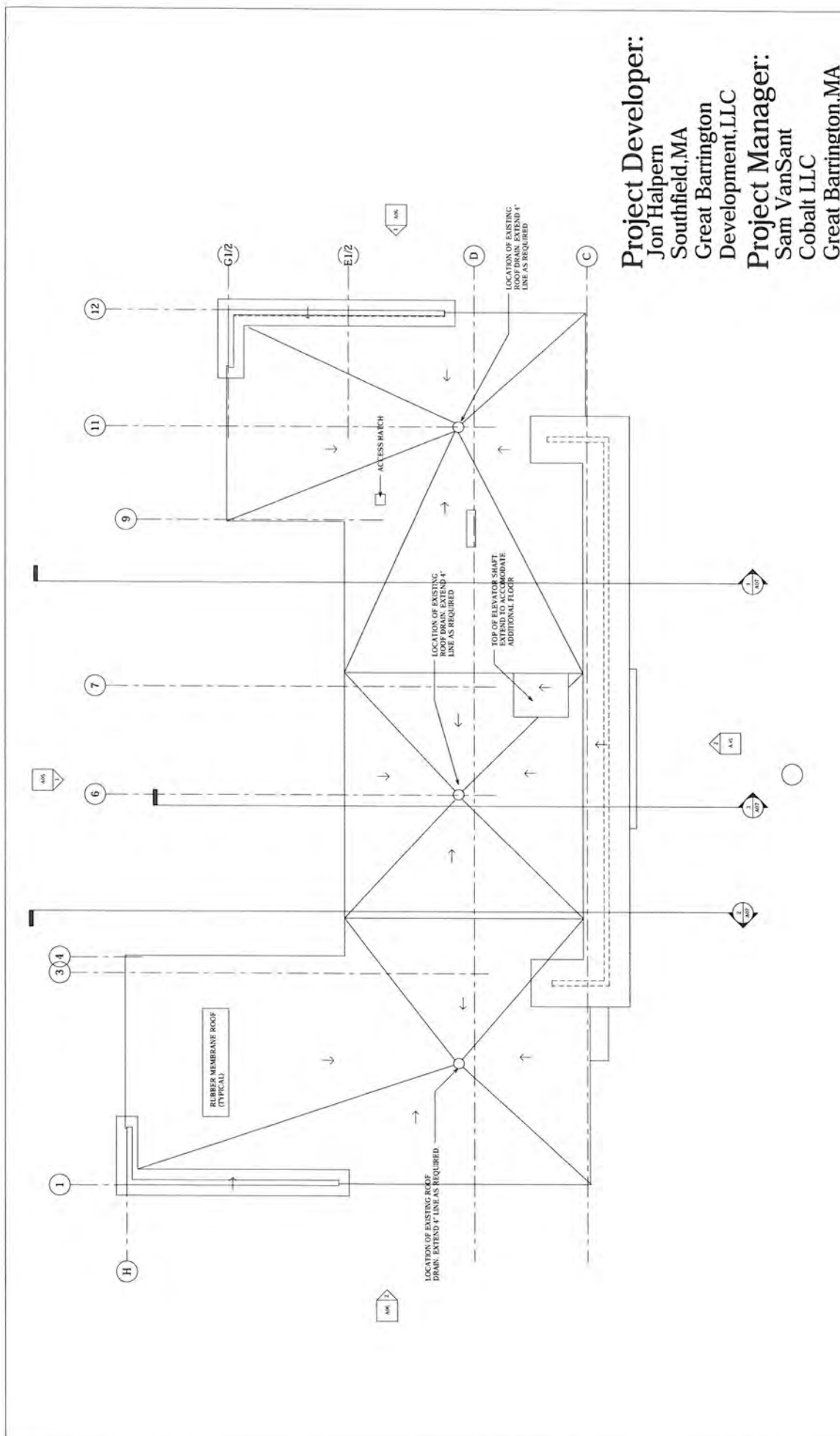
MAPLE AVENUE APARTMENTS
148 Maple Avenue
Great Barrington, MA

Elton + Hampton Architects
103 TERRACE STREET
ROXBURY, MA 01463
(617) 708-1071

104 WEST STREET
SANDSFIELD, MA 01255
(413) 258-1071

THIRD FLOOR PLAN	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elton
Scale 1/8" = 1'-0"	

A04



Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

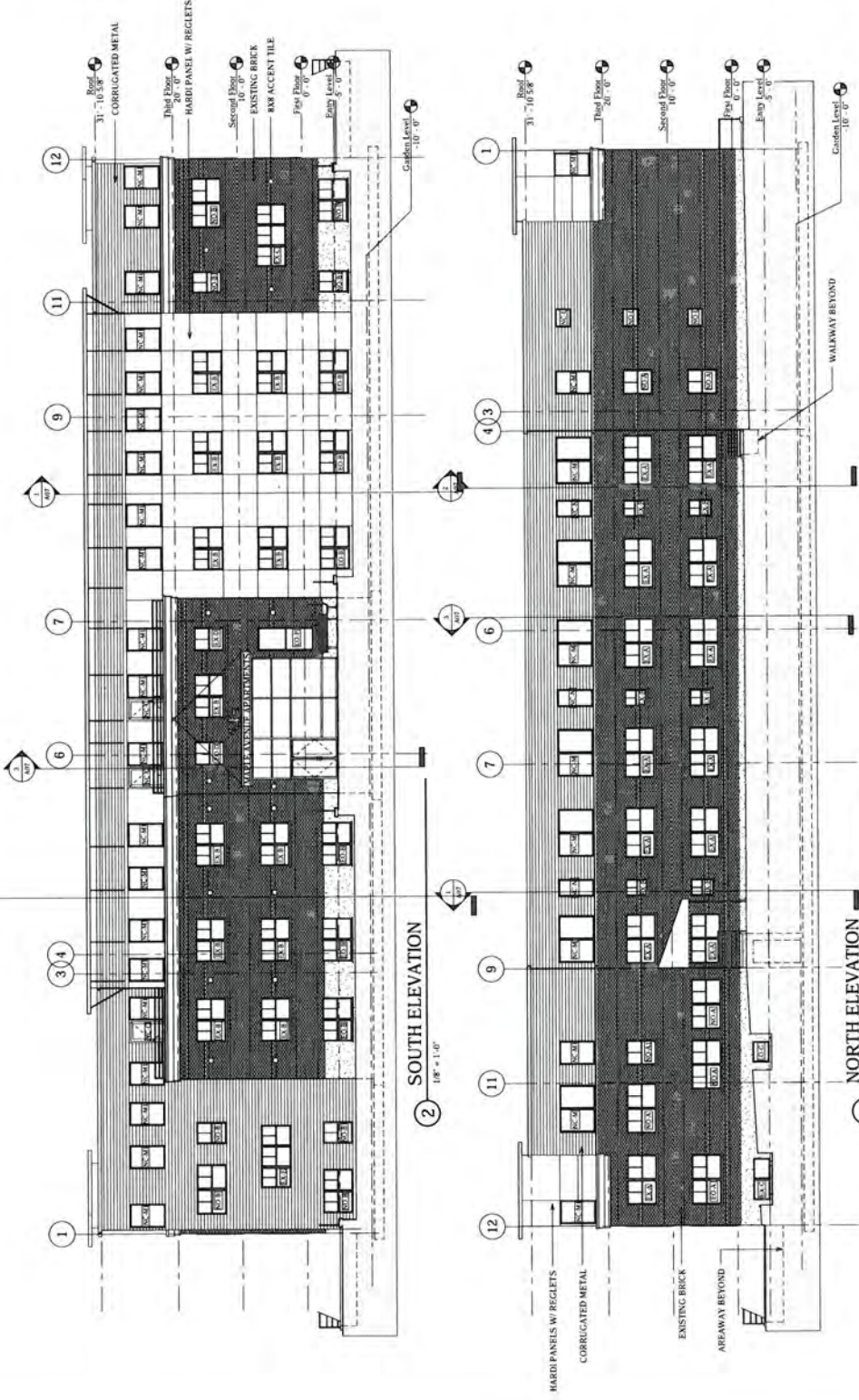
Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

Elton + Hampton Architects		MAPLE AVENUE APARTMENTS	
104 WEST STREET SANDSFIELD, MA 01255 (413) 258-1071		148 Maple Avenue Great Barrington, MA	
103 Terrace Street, Roxbury, MA 02120			
Roof Plan	Project number	MP	A04A
	Date	10.20.20	
	Drawn by	MM	
	Checked by	NE	
			Scale 1/8" = 1'-0"

WINDOW SCHEDULE:

- KEY:**
 EX-A Existing Window Opening
 EO-A Enlarged Window Opening
 NO-A New Opening
 NC-A New Construction

REFER TO WINDOW SIZES ON SHEET A-6



SEE SHEETS A08 TO A11 CONCEPT PERSPECTIVES FOR ADDITIONAL ELEVATION INFORMATION.

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

No.	Description	Date



MAPLE AVENUE APARTMENTS
 148 Maple Avenue
 Great Barrington, MA

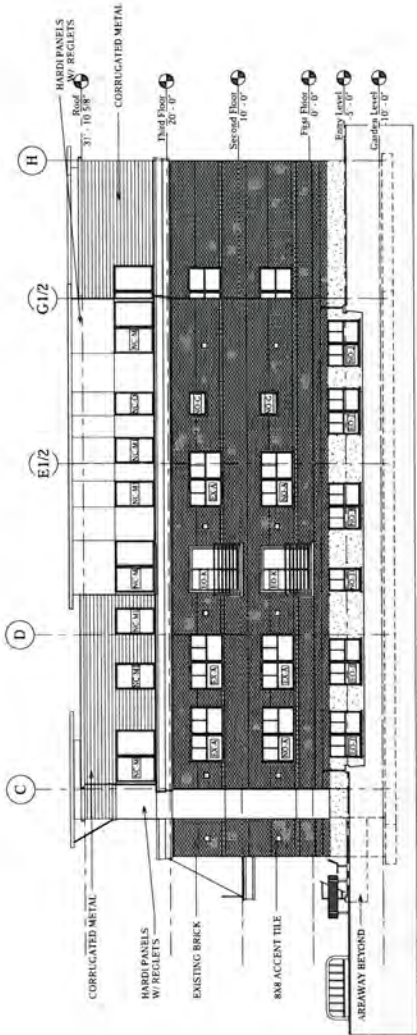
Elton + Hampton Architects
 103 TERRACE STREET
 ROXBURY, MA 01463
 (617) 708-1071

South & North Elevation	
Project number	MP
Date	10.20.20
Drawn by	Mike Marotta
Checked by	Nick Elliott
Scale: 1/8" = 1'-0"	
A05	

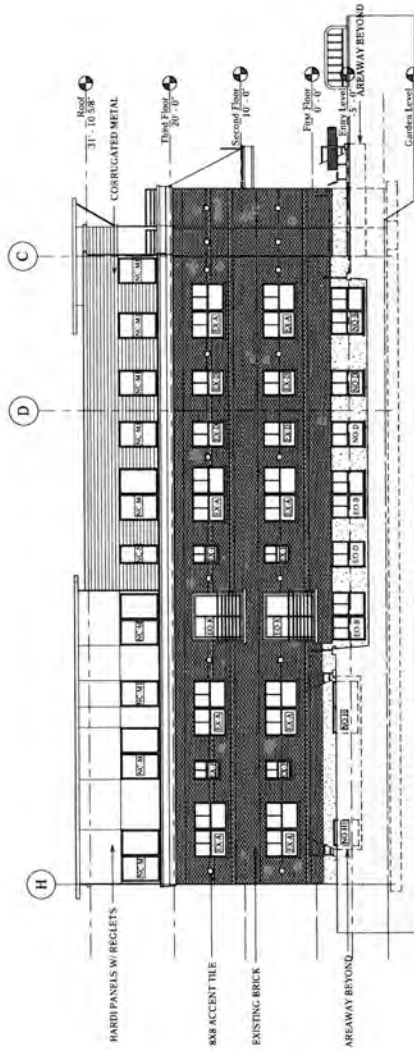
WINDOW SCHEDULE:

- KEY:**
 EX-A Existing Window Opening
 EO-A Enlarged Window Opening
 NO-A New Opening
 NC-A New Construction

- Type A- Two (2) 3'-10 1/2" w x 4'-7 1/2" h Double Hung
 Type A1- One (1) 3'-10 1/2" w x 4'-7 1/2" h Double Hung
 Type B- Two (2) 3'-4 1/2" w x 4'-7 1/2" h Double Hung
 Type B1- One (1) 3'-4 1/2" w x 4'-7 1/2" h Double Hung
 Type C- One (1) 3'-0" w x 7'-0" h Patio Swing Door
 Type D- One (1) 3'-7" w x 4'-7 1/2" h Double Hung
 Type E- Three (3) 3'-3" w x 4'-7 1/2" h Double Hung
 Type F- One (1) 2'-7 1/2" w x 3'-7" h Double Hung
 Type G- Two (2) 3'-3" w x 2'-7 1/2" h Awning
 Type H- One (1) 3'-3" w x 2'-7 1/2" h Awning
 Type H- Two (2) 3'-7" w x 3'-6" h Awning
 Type HI- One (1) 3'-7" w x 3'-6" h Awning
 Type J- Two (2) 3'-3" w x 4'-7 1/2" h Double Hung
 Type J1- One (1) 3'-3" w x 4'-7 1/2" h Double Hung
 Type K- One (1) 6'-0" w x 7'-0" Patio Sliding Door
 Type L- One (1) 2'-10" w x 2'-6" h Awning
 Type M- Two (2) 3'-7" w x 5'-6" Casment
 Type M1- One (1) 3'-7" w x 5'-6" Casment
 Type N- One (1) 2'-7 1/2" w x 5'-6" Casment
 Type O- One (1) 3'-3" w x 5'-6" Casment
 Type P- One (1) 3'-7" w x 8'-6" Double Hung



1 EAST ELEVATION
 1/8" = 1'-0"



2 WEST ELEVATION
 1/8" = 1'-0"

SEE SHEETS A08 to A11 CONCEPT PERSPECTIVES FOR ADDITIONAL ELEVATION INFORMATION.

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA

No.	Description	Date



MAPLE AVENUE APARTMENTS
148 Maple Avenue
Great Barrington, MA

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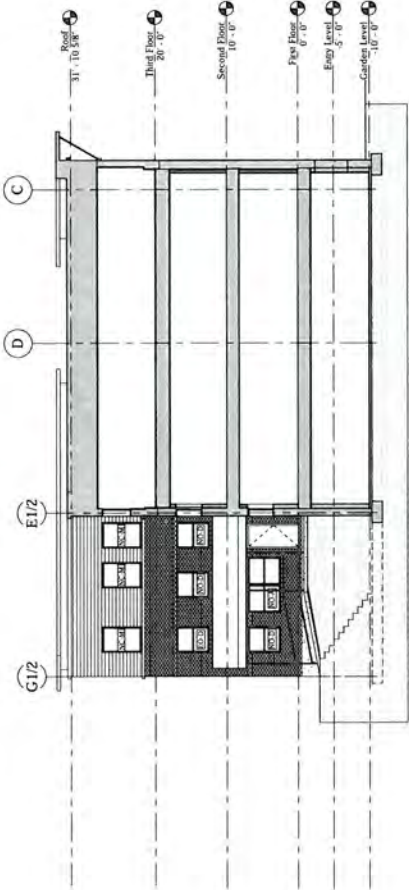
104 WEST STREET
 SANDSFIELD, MA 01255
 (413) 258-1071

East & West Elevation	
Project number	MP
Date	10.20.20
Drawn by	Author
Checked by	Checker
A06	
Scale 1/8" = 1'-0"	

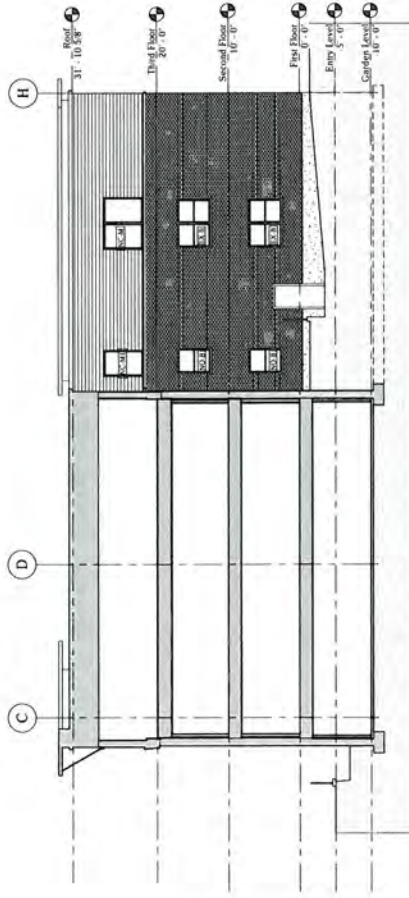
WINDOW SCHEDULE:

- KEY:**
 EX-A Existing Window Opening
 EO-A Enlarged Window Opening
 NO-A New Opening
 NC-A New Construction

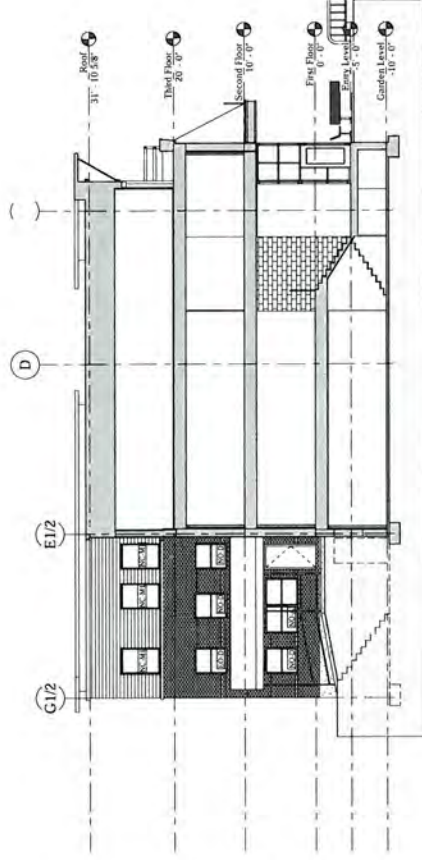
REFER TO WINDOW SIZES ON SHEET A-6



1 SECTION ELEVATION
1/8" = 1'-0"



2 SECTION ELEVATION
1/8" = 1'-0"



3 ENTRY SECTION
1/8" = 1'-0"

Project Developer:
 Jon Halpern
 Southfield, MA
 Great Barrington
 Development, LLC

Project Manager:
 Sam VanSant
 Cobalt LLC
 Great Barrington, MA



MAPLE AVENUE APARTMENTS
148 Maple Avenue
Great Barrington, MA

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 (617) 708-1071

104 WEST STREET
 SANDSFIELD, MA 01255
 (413) 258-1071

No.	Description	Date

Section Elevations & Entry Section	
Project number	MP
Date	10.20.20
Drawn by	MM
Checked by	NE
Scale 1/8" = 1'-0"	

A07



SOUTH EAST PERSPECTIVE



SOUTH WEST PERSPECTIVE



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 (413) 258-1071

MAPLE AVENUE APARTMENTS

**148 Maple Avenue
 Great Barrington, MA**



No.	Description	Date

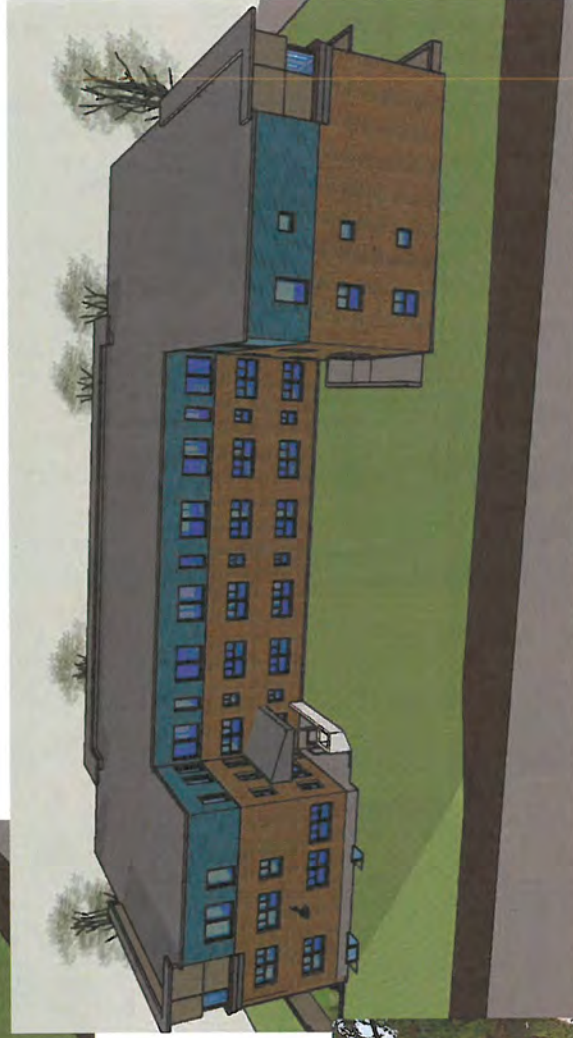
Concept Perspectives
 Project number MP
 Date 10.20.20
 Drawn by Author
 Checked by Checker

A-08

Scale



NORTH WEST PERSPECTIVE



NORTH PERSPECTIVE



MAPLE AVENUE APARTMENTS

**148 Maple Avenue
Great Barrington, MA**

Elton + Hampton Architects

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ROXBURY, MA 01463 SANDSFIELD, MA 01255
(617) 708-1071 (413) 258-1071

No.	Description	Date

Concept Perspectives

Project number MP
Date 10.20.20
Drawn by Author
Checked by Checker

A-09

Scale



NORTH EAST PERSPECTIVE



STREET ELEVATION



Elton + Hampton Architects
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 ROXBURY, MA 01463
 (617) 708-1071



MAPLE AVENUE APARTMENTS
148 Maple Avenue
Great Barrington, MA



No.	Description	Date

Concept Perspectives

Project number	MP
Date	10.20.20
Drawn by	Author
Checked by	Checker

A-10

Scale



STREET PERSPECTIVES



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 103 TERRACE STREET
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 (617) 708-1071



MAPLE AVENUE APARTMENTS
148 Maple Avenue
Great Barrington, MA

No.	Description	Date

Concept Perspectives	
Project number	MP
Date	10.20.20
Drawn by	Author
Checked by	Checker
Scale	
A-11	



Town of Great Barrington
Recreational Marijuana Host Agreement Application
Items in bold are additional documents that must be included with this application

1. Contact Information: Please include name, address, telephone and email address.

a) License holder:

Name: Coastal Cultivars, LLC
Address: 399 Boylston Street, 6th Floor
City St, Zip: Boston, MA, 02116
Telephone: 720.309.2687
Email address: bretonpepe@yahoo.com

b) Applicant Representative: (if different from license holder)

Name: Peter Puciloski
Address: 785 Main St.
City St, Zip: Great Barrington, MA 01230
Telephone: 413-644-0200
Email address: puciloski@lazanlaw.com

c) Store Manager: (person responsible for day-to-day operation)

Include resume/employment history of store manager, past 5 years

Name: Jose Breton
Address: 6260 S Gun Cub Rd
City St, Zip: Aurora, CO 80016
Telephone: 720.309.2687
Email address: bretonpepe@yahoo.com

2. Business Information:

- a) List of all executives, managers and/or persons/entities having authority over the management, policies, security operations or cultivation/manufacturing operations of the establishment.

Jose Breton

- b) Name and address of owners, investors, and other sources of capital resources available to the applicant for the purpose of establishing or operating the marijuana establishment.

Jose Breton, Krishna Gandhi, Jarrad Glennon, Ben Smith

- c) Provide legal corporate entity name and/or DBA if applicable.

Coastal Cultivars, LLC

3. Location:

- a) Address of marijuana establishment and description of retail space to be used (floor level and square footage). **Please include letter of intent from landowner or copy of lease or purchase agreement, if under contract.**

Address: 454 Main Street, Great Barrington
First floor 2,215 square feet

- b) Will you be updating/changing the exterior of the building?

Please include description/drawing of view from the street, view from abutters

No it is important for us to maintain the historic charm of the beautiful building at 454 Main street. The only change will be to add minimal signage.

- c) Does property include parking? If not, what is your parking plan?

Yes it includes approximately 20 parking spaces

4. Has anyone on the list of participants (principals, investors, employees) ever held any type of State Issued alcohol license? Have any participants ever been cited for an ABCC violation? (If yes, please explain)

Krishna Gandhi has held a Colorado state liquor license for 6 years with no violations

5. How many other facilities do principals have/are applying for and where?

The principals have one Cultivation Tier 11 license located in Wareham this is the only other facility in Massachusetts.

6. Do you have an existing host agreement with any other communities? If yes, please provide a letter from said municipality stating that you have complied with the terms of that agreement

September 17, 2020

7. Date of Community Impact Meeting. Please coordinate with Selectboard and list on the Town's calendar.

September 17, 2020

GREAT BARRINGTON AND

Coastal Cultivars LLC

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this 7th day of December, 2020 by and between Coastal Cultivars, a Massachusetts limited liability company and, any successor in interest, doing business as Coastal Cultivars with a principal office address of 399 BOYLSTON STREET, 6TH FLOOR BOSTON, MA 02116 USA (the “Company”), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the “Town”).

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Retail Establishment (the “Establishment”) for the retail sale of adult-use marijuana and marijuana products at a facility with (DESCRIPTION OF SQUARE FOOTAGE OF OPERATION), located at 454 Main street Great Barrington, as shown as Assessor’s Map 22 Lot 3.0 Book 2203 Page 326 (the “Facility”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the “CCC”) or such other state licensing or monitoring authority, as the case may be, to operate an Establishment in Town and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of an Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Establishment, and receives any and all necessary and required permits

and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments.

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an annual community impact fee to the Town, in the amount and under the terms provided herein (the "Annual Community Impact Fee").

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana-related product sales at the Facility. The term "gross sales" shall mean the total of all sales transactions of the Facility without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility.
2. The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30) and is payable no later than the twentieth (20th) day following the end of the quarter. The Annual Community Impact Fee for the company's first quarter of operation shall be prorated if the company is open for a portion of that quarter. The Annual Community Impact Fee payment shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate a new Annual Community Impact Fee; provided however, that the Annual Community Impact Fee shall not be reduced below the amount set forth above; provided further however, that if the law is amended to allow a community impact fee greater than three percent (3%) of gross revenue, the parties shall negotiate a new Annual Community Impact Fee prior to the respective five (5) year term.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Legal Fees

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to reimburse the Town for legal expenses associated with the negotiation and execution of this Agreement.

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount no less than ten thousand dollars (\$10,000), said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the “Annual Charitable/Non-Profit Contribution”). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

The Company shall submit annual financial statements to the Town within thirty (30) days after June 30 of each year, the close of the Town’s fiscal year, with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company’s financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company’s books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company’s normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued

operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Facility.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including,

but not limited to any and all concerns or issues raised at the community impact hearing in Town relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Required Signage

The Company agrees to post clear and visible signage inside the Facility which establishes that adult-use marijuana is not legal in all states and that it may be illegal to transport marijuana or cannabis infused products outside of Massachusetts.

8. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the Facility in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for an Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

9. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any Establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for an Establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

10. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

11. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Facility in the Town.

12. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

13. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town: Town Manager
334 Main Street
Great Barrington, MA 01230

To Licensee: Coastal Cultivars, LLC
Po Box 158
Golden, Co 80402

14. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

15. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

16. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

17. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

18. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

19. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

20. Signatures.

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

21. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

22. Nullity

This Agreement shall be null and void in the event that the Company does not locate an Establishment in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of any and all annual payments due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

23. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the

development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

24. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF GREAT BARRINGTON CORPORATION _____

Stephen Bannon Name _____
Chair, Selectboard, Title _____
On behalf of the On behalf of _____
Town of Great Barrington

From: [Mark Pruhenski](#)
To: [Holly Hamer](#)
Cc: [Steve Bannon](#); [Larissa Yapple](#); [Amy Pulver](#)
Subject: Re: Larissa Yapple for Tree Committee
Date: Monday, November 30, 2020 2:11:33 PM

Thank you Holly, and thank you Larissa for stepping up and volunteering to serve on the Tree Committee.

I'm copying Amy in my office. She will add this item to the agenda for December 7th and include this email in the packet. -m

Mark Pruhenski
Town Manager
Town of Great Barrington
334 Main Street
Great Barrington MA 01230
(413)528-1619 x2

On Nov 30, 2020, at 2:05 PM, Holly Hamer <hhamer3143@yahoo.com> wrote:

Dear Steve and Mark:

The Great Barrington Tree Committee recommends the appointment of Larissa Yapple to the Committee to replace Eva Ward who is resigning because she is no longer a Great Barrington resident.

Ms. Yapple grew up locally in the Yapple family arborist business and has deep experience with planting and caring for and educating about trees.

She is most concerned with how trees can help slow the effects of climate change and what that could mean to our community.

We think she would be a valuable asset to the Committee.

Thank you for considering her appointment.

Sincerely,

Holly Hamer, Chair
Michael Peretti
Marcia Stamell
Shep Evans
Hilda Shapiro

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sample CWSRF: Certification to the Massachusetts Department of Environmental Protection as to Authority to File Applications for State Financial Assistance for Water Pollution Abatement Projects.

CERTIFYING AUTHORITY TO FILE

I hereby certify that the GREAT BARRINGTON SELECTBOARD of
(Name of Governing Body)

the TOWN OF GREAT BARRINGTON
(Corporate Name of Local Government Unit)

(hereinafter referred to as the "Applicant"), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted to authorize

TOWN MANAGER MARK PRUHENSKI
(Title of Local Government Unit Official)

to act on behalf of the Applicant, as its agent, in filing applications for, executing agreements regarding, and performing any and all other actions necessary to secure for the Applicant such loan(s) for construction or planning of Water Pollution Abatement Projects as may be made available to the Applicant pursuant to the provisions of the Massachusetts Clean Waters Act (M.G.L. c.21, section 27-33E, inclusive, as amended) and the Water Pollution Abatement Revolving Loan Program (M.G.L. c.29C) for the following project:

ASSET MANAGEMENT REVIEW AND PLAN DEVELOPMENT
(describe project)

I hereby certify that MARK PRUHENSKI is the present incumbent of the
(Name of Person)

position referenced above, and do hereby certify:

1. That the attached resolution is a true and correct copy of the resolution as finally adopted at a meeting of the governing body held on the ___ day of _____, 20___, and duly recorded in my office:
2. That said meeting was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally sufficient number of members of the governing body voted in the proper manner and for the adoption of said resolution; that all other requirements and proceedings under the law incident to the proper adoption or passage of said resolution, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate:
3. That if an impression of a seal has been affixed below, it constitutes the official seal of the Applicant and this certificate is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, I have hereunto set my hand this

_____ day of _____, 20___

Sample CWSRF: Resolution Authorizing Officer to File Application with the Massachusetts Department of Environmental Protection for State Financial Assistance for Water Pollution Abatement Projects.

AUTHORITY TO FILE

Whereas, THE GREAT BARRINGTON SELECTBOARD, after thorough investigation,
(Applicant)

has determined that the work activity consisting of: COMPLETING AN ASSET MANAGEMENT
REVIEW AND PLAN DEVELOPMENT

(describe project)

is both in the public interest and necessary to protect the public health, and that to undertake this activity, it is necessary to apply for assistance; and

Whereas, the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, pursuant to Chapter 21 and Chapter 29C of the General Laws of the Commonwealth (Chapter 21 and Chapter 29C) are authorized to make loans to municipalities for the purpose of funding planning and construction activities relative to Water Pollution Abatement Projects; and

Whereas, the Applicant has examined the provisions of the Act, Chapter 21 and Chapter 29C, and believes it to be in the public interest to file a loan application.

NOW, THEREFORE, BE IT RESOLVED by GREAT BARRINGTON SELECTBOARD

(Governing Body)

as follows:

1. That MARK PRUHENSICI - TOWN MANAGER is hereby authorized on behalf
(Title of Official)

of the Applicant to file applications and execute agreements for grant and/or loan assistance as well as furnishing such information, data and documents pertaining to the applicant for a grant(s) and/or loan(s) as may be required; and otherwise to act as the authorized representative of the Applicant in connection with this application;

2. That the purpose of said loan(s), if awarded, shall be to fund construction activities.
3. That if said award is made the Applicant agrees to pay those costs which constitute the required Applicant's share of the project cost.

November 18, 2020

Re: Conservation Restriction, 165 Monument Valley Road, Map 36 Parcel 23A,
Great Barrington, Reference # 16698

Dear Great Barrington Select Board,

The Great Barrington Land Conservancy is proposing to place 15.6-acres of land located at 165 Monument Valley Road under a conservation restriction. The Berkshire Natural Resources Council holds the fee interest and the Great Barrington Land Conservancy will hold the proposed conservation restriction. I appreciate the opportunity to review this matter with the board of selectmen at their December 7th meeting. I will be sending over a final copy of the proposed conservation restriction following this letter.

Requirements for conservation restrictions are addressed in MA General Laws Chapter 184, Sections 31-33. The statute calls for approval of the restriction by the Board of Selectmen and by the Commonwealth's Secretary of Environmental Affairs. I hope that the forthcoming advance materials and our discussion at the meeting will provide the board with sufficient information to make a decision regarding approval of the CR.

Please do not hesitate to call or email me if I can answer any questions or concerns before the meeting; otherwise, I look forward to meeting you on December 7th.

Sincerely,



Adam Galambos
Conservation Associate
Berkshire Natural Resources Council
Office: (413) 499-0596
Email: agalambos@bnrc.org



BERKSHIRE
Natural Resources Council

THE LANDKEEPERS

Board of Directors

Jenny Hansell, President
Tim Crane, Chairman
Pat Callahan, Vice Chairman
Kim Seward, Secretary
Tom Curtin, Treasurer

Gregg Charbonneau
Walter Cliff
Susan Crofut
Henry Flint
Ellen Hand
Larry Lane
Tim Lovett
Donald MacGillis
John Mancia
Karen Coy Ross
Ron Shaw
Syd Smithers
Brian Tobin
Elena Traister

20 Bank Row
Pittsfield MA 01201
413 499 0596
bnrc.org

GRANTOR: Berkshire Natural Resources Council, Inc.
GRANTEE: Great Barrington Land Conservancy, Inc.
ADDRESS: Monument Valley Road, Great Barrington
FOR GRANTOR'S TITLE SEE:
Berkshire Southern District Registry of Deeds
Book/Page: _____

CONSERVATION RESTRICTION

BERKSHIRE NATURAL RESOURCES COUNCIL, INC., being the sole owner and constituting all of the owner(s) of the "Premises" as defined herein, with an address of 20 Bank Row, Pittsfield, MA 01201, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to GREAT BARRINGTON LAND CONSERVANCY, INC., with an address of PO Box 987, Great Barrington MA 01230, and its permitted successors and assigns ("Grantee"), for no consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Great Barrington containing the entirety of a 15.605-acre parcel ("Premises"), which Premises is more particularly described in Exhibit A and shown in the reduced copy of a survey plan of land in Exhibit B, both of which are incorporated herein and attached hereto.

The grantee is a charitable corporation formed to preserve or to aid in the preservation of land of significant public value to the town of Great Barrington by virtue of its natural or scenic beauty, unique ecology, wildlife habitat, agricultural productivity, recreational use, or traditional rural character;

to preserve or to aid in the preservation of areas or objects of important historical, artistic, or educational value;

to serve as an agency for public enlightenment with respect to the connection between land use decisions and the Town's quality of life endowment; to work with the Town's elected

officials and with other organizations of like purpose, to manage growth in ways that will achieve a balanced diversity between the community's natural resources, educational and cultural assets, individual economic opportunity, and commercial development;

to establish or aid in the establishment of nature reserves or other protected areas for scientific, educational, recreational or aesthetic purposes;

to manage, or arrange with other organizations for the management thereof, certain important lands and properties for the public benefits that derive from public access, regional agricultural industry, affordable housing, or recreational use consistent with good stewardship;

to advise landowners in the formulation of land use and disposition options and assist them in implementing plans that have a public benefit;

to acquire by purchase, gift, devise, bequeath, lease, or otherwise to own, hold, use, maintain, improve, operate, sell, lease and otherwise dispose of real and personal property, including scenic and conservation easements, and to do everything necessary and proper to conduct for such purposes, including the power to borrow funds, to mortgage, and to make, accept, endorse, execute, and issue bonds debentures and promissory notes.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values ("conservation values").

The Premises was acquired utilizing, in part, the Conversation Land Tax Credit Program authorized under the Chapter 509 Acts of 2008 Sections 1-4 as amended by Chapter 409 Acts of 2010 Sections 4-13 of the Massachusetts General Court.

The conservation values include the following:

- Open Space Preservation. The Premises contributes to the protection of the scenic and natural character of Great Barrington and the protection of the Premises will enhance the open-space value of these and nearby lands; and

- Expansion of Protected Land. The Premises are adjacent to 140-acres of conservation land subject to a conservation restriction held by the Grantor and conservation land held by the Massachusetts Department of Conservation and Recreation known as Fountain Pond State Park and preservation of the Premises will increase the amount of conserved land in this area and contribute to the ecological integrity of said conservation land including by monitoring for, and controlling invasive species; and

- Protection of Wildlife Habitat:
 - BioMap2 Critical Natural Landscape. The Premises lie within an area designated by the MA Division of Fisheries and Wildlife, acting by and through its Natural Heritage and Endangered Species Program (NHESP), and The Nature Conservancy, as BioMap2 Critical Natural Landscape in the Western New England Marble Valleys ecoregion, “Critical Natural Landscape” being defined within said document as “acres complementing Core Habitat, including large natural Landscape Blocks that provide habitat for wide-ranging native species, support intact ecological processes, maintain connectivity among habitats, and enhance ecological resilience; and includes buffering uplands around coastal, wetland and aquatic Core Habitats to help ensure their long-term integrity” (“BioMap2, NHESP and TNC, 2010), and the protection of the Premises will contribute to the preservation of some of the Commonwealth’s most viable natural communities and habitat for rare plants and animals; and

 - Soils. Portions of the Premises include Prime Forest Land soils of “local importance”, “statewide importance”, and “Prime 1” as defined and mapped in the Massachusetts Geographic Information System (MassGIS), a designation based on findings by the Natural Resources Conservation Service (NRCS) soils data (2013) and protection of the Premises will protect significant forest productivity resources and will contribute to the silvicultural and forest biodiversity of the region; and

 - Living Waters. Portions of the Premises are designated by the Executive Office of Environmental Affairs Living Waters conservation map as Critical Supporting Watershed in the Housatonic River Watershed, “Critical Supporting Watershed” being defined within said document as “the portion of a Core Habitat’s watershed with the greatest potential to sustain or degrade the Core Habitat ecosystem”

(Living Waters, EOE, 2003), and the protection of the Premises will contribute to the preservation of some of the Commonwealth's most important habitats for rare aquatic plants and animals and exemplary freshwater habitats; and

- Scenic. The Premises are located in an area designated as Scenic in the Massachusetts Geographic Information System (MassGIS), a designation based on findings of the "Massachusetts Landscape Inventory" published by the Department of Environmental Management (DEM) (1981), scenic landscapes being defined as areas of important visual quality in the Commonwealth and protection of the Premises will help to preserve the scenic quality of this region; and
- Consistency with State and Local Conservation Policy:
 - Great Barrington Open Space and Recreation Plan. The protection of the Premises, and the anticipated expansion of public access to the Grantor's abutting Threemile Hill reserve, is consistent with the "Goal OSR 5: Provide linkages between our parks, open space, and recreation resources as well as to community facilities, neighborhood, and village centers";
 - Massachusetts Statewide Comprehensive Outdoor Recreation Plan. The Premises advances the Massachusetts Statewide Comprehensive Outdoor Recreation Plan (SCORP) Goal 2: Support the Statewide Trails Initiative whereby the Premises will both provide a new open space for development of a trail (Objective 1) and fill gaps in the existing network (Objective 2);

These and other conservation values of the Premises, as well as its current uses and state of improvement, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, and (iii) is intended serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the

Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses:

Subject to the exceptions set forth herein, the Grantor will not perform or permit others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- 1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- 2) Mining, excavating, dredging, or removing from the Premises of soil, loam, peat, gravel, sand, rock, or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- 3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- 4) Cutting, removing, or otherwise destroying trees, grasses, or other vegetation;
- 5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- 6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- 7) Using or occupying any temporary structure, trailer, vehicle, tent, shack or outbuilding as a residence, either permanently or temporarily, on the Premises;

- 8) Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- 9) Use of the Premises for business, residential or industrial use, or for more than de minimis commercial recreation;
- 10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions:

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, upon the terms and conditions stated, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction, as reasonably determined by the Grantee:

- 1) Trails. With the prior written approval of the Grantee after the submission of a plan, the right to construct, use, maintain, and repair walking trails less than eight feet in width, constructed with pervious materials;
- 2) Trailhead parking. With the prior written approval of the Grantee, after submission of a plan and provision of, and for, future maintenance obligations, the right to construct, maintain, and repair one (1) publicly accessible, unpaved, parking area with a capacity not to exceed 6 cars;
- 3) Forestry and Cutting. Conducting or permitting others to conduct sound silvicultural uses of the Premises, intended to further the conservation values protected by this Restriction, including the removal of invasive species, diseased and damaged trees and the creation of trails and trailhead parking and the construction of trail structures such as bridges and walkways. Timber cut pursuant to the terms of this paragraph may be harvested by Grantor in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (Chapter 132 of the Massachusetts General Laws, or its successor) and carried out pursuant to a Forest Stewardship Plan.

Before any harvest of forest products (as such term may be defined from time to time in Section 1 of Chapter 61 of the Massachusetts General Laws, or successor law) occurs on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state or municipal agencies for their notice and approval. The Forest Stewardship Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” and such statutes, regulations and directions in effect at the time of the approval of said Forest Stewardship Plan. The Forest Stewardship Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction.

The Forest Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid damaging any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester;

- 4) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- 5) General Property Management. Grantor reserves the right to the selective minimal removing of brush, pruning and cutting to prevent, control or remove invasive species, hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas as documented in the Baseline Report, woods roads, fence lines and trails and meadows;
- 6) Habitat Restoration and Improvement. With the prior written approval of the Grantee after submission of a proposal, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species, in consultation with NHESP;

- 7) Non-Native/Nuisance Species Management. The right to remove or control non-native or invasive species, to interplant native species, including the use of biological control agents with the prior written approval of the Grantee, after submission of a proposal, all in a manner that minimizes damage to surrounding non-target species, and preserves water quality;
- 8) Archaeological Investigations. The right to conduct archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only (a) after written notification to and approval by Grantee, and (b) in accordance with an archaeological field investigation plan prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historic Commission (“MHC”) State Archaeologist as required by Massachusetts General Laws. A copy of the results of any scientific investigation on the Premises is to be provided to the Grantee. Plans for restoration of the site of any archaeological activity shall be submitted to the Grantee in advance of restoration, and such restoration shall be conducted only in accordance with a plan approved by the Grantee.

Activities detrimental to archeological and historic resources, including but not limited to earth moving and the alteration of historic stone walls/cellar holes/features, shall not be deemed to be detrimental to archeological and historic resources if a description of the proposed activity and its location is submitted in writing (e.g., on a Project Notification Form) with a plan of land (or assessors map) and a USGS map with the Premises outlined thereon, to MHC and MHC issues a letter stating that the proposed activity is not within a resource area or is determined to not have an adverse effect on said resources. Grantor and Grantee shall make every reasonable effort to prohibit any person from conducting archaeological field investigation on the Premises, including metal detecting, digging, or artifact collecting, without approval of the MHC State Archaeologist (or appropriate successor official), and shall promptly report any such prohibited activity to the MHC State Archaeologist (or appropriate successor official). Grantor and Grantee shall include the prohibition against digging, artifact collecting, or metal detecting in any list of rules for visitors to the Premises;

- 9) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the Grantor and Grantee and the Grantor and the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, the reserved rights, and the protected conservation values;

10) Outdoor Passive Recreational Activities. Fishing, boating, hunting, hiking, biking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and without imposing a charge or fee for such use;

C. Obligations Upon Grantor:

- 1) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in Paragraph II(B) shall seek to minimize disturbance to the conservation values protected by this Restriction as a result of exercising any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in Paragraph II(B), any disturbed areas shall be restored substantially to its prior condition with respect to soil material, grade, and vegetated ground cover pursuant to a plan or proposal provided to Grantee and subject to Grantee's approval;
- 2) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under Paragraph II(B) shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued; and
- 3) Best Management Practices. The exercise of any right reserved by Grantor under Paragraph II(B) shall follow established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency, the Land Trust Alliance or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

D. Notice and Approval

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring confirmation of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient

detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing to Grantee's reasonable satisfaction, that the proposed activity shall not materially impair the purposes or conservation values of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

- A. Legal and Injunctive Relief. The rights hereby granted shall include the right of the Grantee to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate with Grantor for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions, or acts to constrain or prevent others from engaging in objectionable actions, if Grantee determines there is no material diminution of the conservation values of the Conservation Restriction by such delay.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel and survey fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

- B. Non-Waiver. Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.
- C. Disclaimer of Liability. By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises whatsoever, nor shall Grantee be liable for compliance with zoning, environmental laws and regulations, including hazardous wastes, or acts not caused by the Grantee.
- D. Acts Beyond the Grantor's Control. Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.
- E. Additional Insured Certificate. Grantor shall name Grantee as an additional insured on its general liability for claims that arise on the Premises. Grantor shall annually deliver to Grantee a copy of its certificate of insurance.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor intends and agrees to grant limited public access to the Premises but only for daytime use and only for the activities described in Paragraph II(B)(11) provided that such permission by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has

the obligation to control, limit, or prohibit activities not expressly authorized in Paragraph II(B)(11) by posting and other reasonable means. The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto benefit from exculpation from liability to the extent provided in such section. The Grantor reserves the right to post the Premises against any use by the general public that may result in rutting or erosion or other damage to the conservation values or other natural resources on the Premises.

V. EXTINGUISHMENT

- A. If circumstances arise in the future such as to render the purpose of this Conservation Restriction impossible to accomplish, this Conservation Restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs or any successor agency having the same responsibilities. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph V(B), subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.
- B. Proceeds. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted property. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant or other funding requirements.
- C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent

domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph V(B), after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. DURATION & ASSIGNABILITY

- A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

- B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree to themselves execute any such instruments upon request.

- C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the assignee is not an owner of the fee in the Premises; and the assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation

Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Berkshire Southern District Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in a timely manner with the Berkshire Southern District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Berkshire Natural Resources Council, Inc.
20 Bank Row
Pittsfield MA 01201

To Grantee: Great Barrington Land Conservancy, Inc.
PO Box 987
Great Barrington MA 01230

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

- A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.
- D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

- A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Subordination. The Grantor shall record at the appropriate Registry of Deeds simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor – Berkshire Natural Resources Council, Inc.

Grantee Acceptance – Great Barrington Land Conservancy, Inc.

Approval by Town of Great Barrington Select Board

Approval of the Secretary of Energy and Environmental Affairs

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Survey Plan of Premises

WITNESS my hand and seal this ____ day of _____ 2020,

BERKSHIRE NATURAL RESOURCES COUNCIL INC.

By: Jennifer Hansell, its President, duly authorized

By: Thomas Curtin, its Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Berkshire County, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Jennifer Hansell, President of the Berkshire Natural Resources Council, Inc., and Thomas Curtin, Treasurer of the Berkshire Natural Resources Council, Inc., and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction from the Berkshire Natural Resources Council, Inc. is accepted this ____ day of _____, 2020.

GREAT BARRINGTON LAND CONSERVANCY, INC.

BY: _____
Janice Kabel
Its President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Berkshire County, ss:

On this ____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF SELECT BOARD OF TOWN OF GREAT BARRINGTON

We, the undersigned, being a majority of the Select Board of the Town of Great Barrington, hereby certify that at a public meeting duly held on _____, 2020, the Select Board voted to approve the foregoing Conservation Restriction from Berkshire Natural Resources Council, Inc. to Great Barrington Land Conservancy, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Subscribed and sworn to this _____ day of _____, 2020.

SELECT BOARD:

Stephen Bannon, Chair

Edward Abrahams

Kate F. Burke

Bill Cooke

Leigh S. Davis

COMMONWEALTH OF MASSACHUSETTS

Berkshire County, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from Berkshire Natural Resources Council, Inc. to Great Barrington Land Conservancy, Inc. has been approved in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2020

Kathleen A. Theoharides
Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2020, before me, the undersigned notary public, personally appeared Kathleen A. Theoharides, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The Premises subject to this Conservation Restriction is the entirety of a single parcel of land containing a total of 15.605 acres, located in Great Barrington, Berkshire County, Commonwealth of Massachusetts, shown as "Lot 1" on a plan of land entitled "Plan of Land Surveyed for Berkshire Natural Resources Council, Inc.", dated June 2020, prepared by Kelly, Granger, Parsons, and Associates, Inc., 312 Main Street, Great Barrington, MA, said plan recorded at the Berkshire Southern District Registry of Deeds in Plan Book _____, Page _____.

Street Address: 165 Monument Valley Road, Great Barrington, MA 01230

EXHIBIT B

Reduced Copy of Survey Plan of Premises

For official full-size plan, see Berkshire Southern District Registry of Deeds in Plan Book _____,
Page _____



Item 7, e.

EXECUTIVE SUMMARY

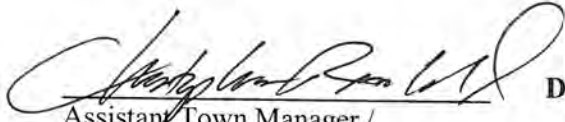
TITLE: Release of a lien imposed by FY14 Housing Rehabilitation Program
999 Hewins Street, Sheffield

BACKGROUND: Through an FY14 CDBG Housing Rehabilitation Program, Great Barrington granted funds to low- and moderate-income homeowners who needed to make repairs to their homes to address structural, safety, and code issues. This was a regional program led by Great Barrington, with funds granted to homeowners in both Great Barrington and Sheffield, and the Town of Great Barrington was the holder of all liens required under the program.

Grants to homeowners were structured as deferred payment loans, under which the homeowners' obligation to repay the grant would decrease over a period of 15 years. One property with such a lien still in place 999 Hewins Street in Sheffield. The property owner is requesting that Great Barrington forgive the remaining amount due (\$17,465.50). The attached letter from their attorney states the circumstances and reasons for the request.

The Selectboard may vote to forgive all or any portion of the amount due. Any funds repaid to the Town will be deposited into a town account for affordable housing purposes in accordance with CDBG rules.

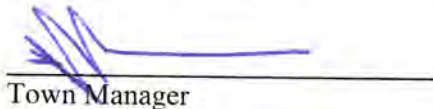
WRITTEN BY:



Assistant Town Manager /
Director of Planning and Community Development

DATE: 12/4/20

APPROVED BY:


Town Manager

DATE: 12-4-20

Charles J. Ferris
Attorney At Law
500 Main Street - Suite 1
Great Barrington, MA 01230
413-528-8900 Fax 413-528-9132
Admitted in Massachusetts & New York
charles.ferris@verizon.net

November 19, 2020

Great Barrington Selectboard
Town Hall
334 Main Street
Great Barrington, MA 01230

Re: [REDACTED] - Housing Rehabilitation Loan
[REDACTED] Sheffield, Massachusetts

To: The Great Barrington Board of Selectmen:

I represent [REDACTED] who received a housing rehabilitation loan of \$34,931 in 2015 from the Great Barrington-Sheffield Housing Rehabilitation Program, which is administered by your Board. For the reasons set forth below, we are requesting that the Board exercise its discretion in forgiving all or a portion of the remaining debt.

Mr. and Mrs. [REDACTED] have been dealing with major financial setbacks over the past several years. Mr. [REDACTED] is currently 87 years old. He had been working full-time at Home Depot until he had a car accident in 2018 which kept him out of work for almost one year. He returned to work, but fell and broke his pelvis in 2019 resulting in his termination from employment.

Because of his medical setbacks, the [REDACTED] fell behind on their mortgage with Greylock Federal Credit Union. After losing his job due to his broken pelvis, they had no choice but to file personal bankruptcy in 2019.

The [REDACTED] would have preferred to remain in their home. If they had been able to do so, this mortgage lien would have disappeared over time. But imminent foreclosure made the sale of their home a necessity.

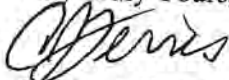
They are in the process of seeking alternate housing. The cost of rentals in the Berkshires may make an out-of-state relocation necessary, forcing them to leave their friends in the community they have lived in for many years.

In the process of putting their house up for sale, they learned that their septic system had failed. This necessitated a \$23,000 expense just to bring the house into condition to be able to sell.

Their house recently sold for \$325,000. After all expenses were paid the [REDACTED] netted approximately \$45,200 from the sale, assuming that this housing rehabilitation lien is required to be paid. This sum is their only remaining asset aside from modest retirement income. In order to enable them to achieve some financial security and hopefully remain in the Berkshires they are respectfully requesting the waiver of the repayment of their rehabilitation loan which currently has a balance of \$17,465.50.

Thank you for considering this request. Please let me know if any further information is required to act upon it.

Very Truly Yours,


Charles J. Ferris

Christopher Rembold, AICP
Assistant Town Manager /
Director of Planning and Community Development



Town Hall, 334 Main Street
Great Barrington, MA 01230

(413) 528-1619, ext. 7
crembold@townofgb.org

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

Via email and first class mail

November 16, 2020

Attorney Charles J. Ferris
500 Main Street – Suite 1
Great Barrington, MA 01230

Re: 999 Hewins Street, Sheffield
Housing Rehabilitation Program Lien

Dear Mr. Ferris:

This letter is in regards to your recent inquiry regarding the FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program lien on the above reference property, recorded in the Southern Berkshire Registry of Deeds at Book 2334 Page 192.

I understand a sale of the property is contemplated in the very near future, i.e. within six years of the date the lien was signed. I find that per the schedule in section A. of said lien and per the Program guidelines, if the property is sold within six years of the lien date of August 2015, then fifty percent (50%) of the total \$35,000 lien, i.e. \$17,465.50, is to be repaid to the Program.

Upon Town's receipt of the repayment (unless the Selectboard acts to waive the repayment amount in full or in part), the Town Manager will execute a lien discharge to be recorded. At that time, please make the check payable to the Town of Great Barrington with the Memo "FY14 CDBG Housing Lien Repayment, 999 Hewins Street."

Sincerely,



Christopher Rembold



FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program

REAL PROPERTY LIEN

We, Henry & Deborah Thornton (OWNER), of 999 Hewins Street, Sheffield, MA 01257 (herein referred to as the GRANTOR) for consideration paid, grant to the Town of Great Barrington, acting by and through its FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM, 1 Fenn Street, Pittsfield, in said County and Commonwealth, on this 31st day of October 2015, a real property lien and charge upon the land together with the building thereon situated, located at 999 Hewins Street in said Town, (hereafter referred to as the "Premises") and being more particularly described as follows:

A parcel of land containing 2.015 acres, more or less, with a building thereon, situated in the Town of Sheffield, Berkshire County, Massachusetts, and recorded in the Southern Berkshire Registry of deeds in book 1139, Page 326.

WHEREAS: This lien is granted to secure the obligation of the GRANTOR to the Town of Great Barrington, pursuant to the 'Agreement between Property Owner and FY14 Great Barrington-Sheffield CDBG Housing Rehabilitation Program' dated 08/23/15. Pursuant to that agreement the FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM has provided funds to the GRANTORS in the amount of \$34,931.00 for rehabilitation of the Premises as referenced above.

A. That, if in the event the Grantors sell or transfer title to said Premises in any manner other than by mortgage deed within fifteen (15) years from the date of their real property lien first mentioned above, the Grantors agree to pay to the Town of Great Barrington a sum to be determined in the following manner:

"Anniversary date" shall be defined as the date one year from the signing of this agreement and from year to year thereafter until 2030.

"Obligation" shall be defined as the amount of funds provided to the Grantors pursuant to the agreement.

Within one year	100%	Within nine years	20%
With two years	90%	Within ten years	10%
Within three years	80%	Within eleven years	5%
Within four years	70%	Within twelve years	5%
Within five years	60%	Within thirteen years	5%
Within six years	50%	Within fourteen years	5%
Within seven years	40%	Within fifteen years	5%
Within eight years	30%	After fifteen years	forgiven

THEREAFTER, the Grantors will be under no obligation to repay any funds. In the event of mortgage foreclosure of the rehabilitation property within fifteen (15) years, the obligation to repay the funds shall automatically terminate.

B. That, if no sale or transfer of title to said Premises occurs prior to the fifteenth anniversary date first mentioned above, this real property lien shall be automatically discharged. After such date, the Grantors shall be under no obligation to repay any funds received pursuant to the agreement and the interest to the Town of Great Barrington shall be terminated. Anything herein contained to the contrary notwithstanding, however, the Grantors or their assigns, successors, heirs, personal representatives, executors, administrators, as the case may be, shall be under no obligation to repay any funds granted hereunder as a result of the following transactions, whether or not they occur within the aforesaid fifteen (15) year period:

Property Address: 999 Hewins Street, Sheffield, MA 01257

1. a transfer from one grantor to the other;
2. a transfer from one grantor to the grantor and his or her spouse;
3. a transfer from the grantors to the grantor's child or children as long as the grantor retains a life estate in the Premises;
4. a transfer through will or intestacy to an heir or beneficiary of the grantor(s) so long as their heir or beneficiary retains the said property and does not transfer it to a third party within the aforesaid fifteen (15) year period.

WITNESS our hands and seals on the days and date first above written.

GRANTOR:

Henry Thornton
Henry Thornton, Owner

Deborah Thornton
Deborah Thornton, Owner

COMMONWEALTH OF MASSACHUSETTS

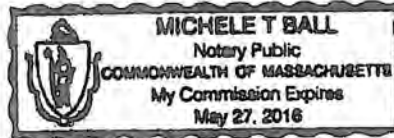
Berkshire, SS.

Date: 10/13/15

On this 13 of October, 2015 before me, the undersigned notary public, personally appeared Henry Thornton, proved to me through satisfactory evidence of identification, which was known to me, to be the person described in and whose name is signed on the preceding document, and acknowledged to me that he executed the same as his free will and deed.

Michele T Ball
_____, Notary Public

My Commission Expires: MAY 27, 2016



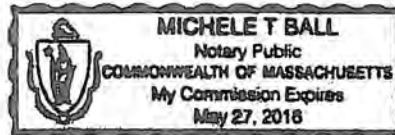
COMMONWEALTH OF MASSACHUSETTS

Berkshire, SS.

On this 13 of October, 2015 before me, the undersigned notary public, personally appeared Deborah Thornton, proved to me through satisfactory evidence of identification, which was known to me, to be the person described in and whose name is signed on the preceding document, and acknowledged to me that she executed the same as her free will and deed.

Michele T Ball
_____, Notary Public

My Commission Expires: May 27, 2016



FY14 GREAT BARRINGTON-SHEFFIELD CDBG HOUSING REHABILITATION PROGRAM

BY:

Patricia Mullins
Patricia Mullins, Program Manager

ATTEST: Berkshire South Wanda M. Beckwith Register

EXECUTIVE SUMMARY

TITLE: Selectboard Permit/License Fees for 2021

BACKGROUND: The COVID-19 pandemic has negatively impacted just about every business in Great Barrington, making the financial challenges of owning and operating a small business even more difficult. As we approach our annual permit renewal season, the Selectboard could consider a reduction in fees for permits and licenses issued by this board as a way to minimize the financial burden on some establishments.

The Selectboard annually issues the following:

Liquor Licenses- Retail (Abatements not recommended)
Common Victualler Liquor/Beer/Wine Licenses for onsite consumption
Common Victualler Licenses for onsite consumption of food
Motion Picture
Weekday Entertainment
Sunday Entertainment
Inn Holders
Inn Holders- all alcoholic
Lodging Only
Amusement
Bowling
Class II and Class III Auto

Revenue generated annually: approximately \$50,000.00

FISCAL IMPACT: Staff cannot determine the fiscal impact at this time, but information on the potential impact will be provided to help inform your decision.

RECOMMENDATION: Staff recommends no action be taken at this time and that the Selectboard meet jointly with the Finance Committee for an in-depth discussion on the impact that license abatements or prorated abatements will have on local revenues before making any decisions. Staff will be prepared to present both boards with options at that time, as well as an up-to-date report on current revenues.

PREPARED AND APPROVED BY:

DATE:



Mark Pruhenski/Town Manager

12/04/2020

I, the Clerk of the Selectboard of the Town of Great Barrington, Massachusetts, certify that at a meeting of the board held _____, 20__, of which meeting all members of the board were duly notified and at which a quorum was present, the following vote was unanimously passed, all of which appears upon the official record of the board in my custody:

Voted: that the maximum useful life of the departmental equipment listed below to be financed with a portion of the proceeds of the \$3,628,500 borrowing authorized by the vote of the Town passed June 22, 2020 (Article 6) is hereby determined pursuant to G.L. c.44, §7(1) to be as follows:

<u>Purpose</u>	<u>Borrowing Amount</u>	<u>Maximum Useful Life</u>
Police Cruisers (2)	\$127,500	3 to 5-Years
Highway Dump Truck w/Plow & Sander	230,000	8-Years
EMS/Service Vehicle	60,000	10-Years
Police Portable Radios (6)	46,500	5-Years
Roadside Mower	180,000	10-Years
Mowers (2)	32,000	5-Years
1-Ton Roller	30,000	15-Years
Fire Equipment	35,500	10-Years
Speed Trailer	12,000	10-Years
Parks Equipment	60,000	20-Years

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

Dated: _____, 20__

Clerk of the Selectboard