

Mark Pruhenski  
Town Manager

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Town Hall, 334 Main Street  
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## TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

### SELECTBOARD AND FINANCE COMMITTEE JOINT MEETING AGENDA and SELECTBOARD REGULAR MEETING AGENDA IMMEDIATELY FOLLOWING, (VIA ZOOM)

CONFERENCE DATE: MONDAY, JULY 13, 2020

**6:00PM** – JOINT SESSION

LOCATION: ZOOM VIDEO

TOWN HALL, 334 MAIN STREET

#### ORDER OF AGENDA

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82792255117?pwd=KzRGeVBhbThlOHkyTnRSZS80SFU5UT09>

Password: 004499

Dial in: (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 and Finance Committee 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](http://www.townofgb.org). For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the town's website an audio or video recording, transcript, or other comprehensive record of proceedings as soon as possible after the meeting.

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

**6:00 PM** - OPEN MEETING

**1. CALL TO ORDER:**

**2. APPROVAL OF MINUTES:**

April 15, 2020 SB & Fin Com Jt. Meeting.

May 5, 2020 SB & Fin Com Jt. Meeting.

**3. FY 20 YEAR END TRANSFER REQUESTS: (Discussion/Vote)**

- Selectboard/Town Manager
- Fire Department

**4. 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.*

**5. ADJOURNMENT.**

**SELECTBOARD REGULAR MEETING – OPEN MEETING**

**1. CALL TO ORDER.**

**2. APPROVAL OF MINUTES:**

May 13, 2020 Regular Meeting

**3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:**

A. General Comments by the Board.

**4. TOWN MANAGER'S REPORT:**

A. Department Updates

B. Project Updates

**5. LICENSES OR PERMITS:**

A. **Continuation** - Robert Coyle, Esq./Valkyrie Cannabis Inc. – Application for Recreational Marijuana Host Community Agreement (HCA). (Discussion/Vote)

B. Jeff Caminiti/20 Railroad Public House Restaurant LLC for Temporary One Day Weekday Entertainment License for July 18, 2020 from 6:00 pm – 9:00 pm at the Patio Entrance to the Triplex Theater (front of box office). (Discussion/Vote)

**6. OLD BUSINESS:**

A. SB – Proclamation – Systemic Racism/Trust Policy and Establishment of Oversight Committee.

(Discussion/Vote)

**7. NEW BUSINESS:**

A. SB – Letter of Support for Senate SD 2992 and House HB 5166 housing stability bills.

(Discussion/Vote)

B. SB - Discussion/Vote re: Special Town Meeting (dates, times, citizen petitions).

**8. 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.*

**9. SELECTBOARD’S TIME:**

**10. MEDIA TIME:**

**11. ADJOURNMENT:**

**NEXT SELECTBOARD MEETING: Monday, July 27, 2020**

**/s/ Mark Pruhenski**

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 also be brought up for discussion to the extent permitted by law.*



Town Hall, 334 Main Street  
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# TOWN OF GREAT BARRINGTON MASSACHUSETTS

## Year-end Transfer

July 9, 2020

TO: Selectboard Board and Finance Committee

FROM: Mark Pruhenski, Town Manager

RE: Year-end Transfer Request

I am respectfully requesting a transfer of funds from the following line items within my budget. Please see attached for detailed explanation.

	Org	Obj	Account Name	Amount
From:	01122	51114	Committee Clerks	\$1,570
To:	01122	53020	Legal	\$1,570

Department Head: *Stephen Beukala*

Date: \_\_\_\_\_

Town Accountant: *Debra M. Daniel*

Date: 7-9-20

Town Manager: *Mark Pruhenski*  
*Asst Town Manager*

Date: 7/9/20

**Approved:**

Finance Committee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Selectboard: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Transfer:

The Town Manager requested a reserve fund transfer to cover higher than expected labor-related legal matters earlier this fiscal year. The office then continued to monitor legal expenses and was in good shape to finish the year without further transfers. However, in early June, the Selectboard Office was contacted by KP Law and informed of an open invoice from the prior fiscal year (FY19) totaling \$3,410.28. The office followed all MGL requirements to pay a previous year's invoice, and voters' authorization followed at the annual Town Meeting. The Department respectfully requests to transfer \$1,570 from the Committee Clerks (01122-51114) line item to its legal (01122-53020) line item to cover the current shortfall of \$1,570.



FOR 2020 99

ACCOUNTS FOR:  
GENERAL FUND

ORIGINAL  
APPROP

TRANSFRS/  
ADJUSTMTS

REVISED  
BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE  
BUDGET

PCT  
USED

01122 SELECTBOARD/TOWN MANAGER

01122 51105	SELECTBOARD	12,500	0	12,500	12,499.80	.00	.20	100.0%
01122 51108	TOWN MANAGER	120,000	0	120,000	120,000.00	.00	.00	100.0%
01122 51113	ADMINISTRATION	102,327	0	102,327	102,326.31	.00	.69	100.0%
01122 51114	COMMITTEE CLERKS	7,500	-100	7,400	3,495.48	.00	3,904.52	47.2%
01122 51200	INTERN	2,500	0	2,500	1,912.50	.00	587.50	76.5%
01122 51420	LONGEVITY PAY	950	100	1,050	1,050.00	.00	.00	100.0%
01122 52000	CONTRACTED SERVICES	20,000	0	20,000	15,000.00	5,000.00	.00	100.0%
01122 52300	PUBLICATIONS	5,000	-1,800	3,200	1,145.00	.00	2,055.00	35.8%
01122 53020	LEGAL FEES	55,000	57,683	112,683	107,165.03	.00	5,518.30	95.1%
01122 53070	CONSULTANTS	9,200	0	9,200	7,800.00	.00	1,400.00	84.8%
01122 53450	ADVERTISING	15,000	0	15,000	11,626.32	.00	3,373.68	77.5%
01122 54200	OFFICE SUPPLIES	4,000	0	4,000	3,969.05	.00	30.95	99.2%
01122 57100	TRAVEL/TRAINING	5,000	2,580	7,580	6,438.62	.00	1,141.38	84.9%
01122 57300	DUES & MEMBERSHIPS	5,000	-780	4,220	4,144.60	.00	75.40	98.2%
TOTAL SELECTBOARD/TOWN MANAGER		363,977	57,683	421,660	398,572.71	5,000.00	18,087.62	95.7%
TOTAL GENERAL FUND		363,977	57,683	421,660	398,572.71	5,000.00	18,087.62	95.7%
TOTAL EXPENSES		363,977	57,683	421,660	398,572.71	5,000.00	18,087.62	

Charles Burger  
Fire Chief  
413-528-0788 ex 101  
cburger@townofgb.org

Town of Great Barrington  
Fire Department  
37 State Road



Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### *FY20* Year-end Transfer

July 8, 2020

TO: Selectboard Board and Finance Committee

FROM: Charles Burger, Chief

RE: *FY20* Year-end Transfer Request

I am respectfully requesting a transfer of funds from the following line items within my budget. Please see attached for detailed explanation.

	Org	Obj	Account Name	Amount
From:	01220	51127	Firefighters	12,000.00
To:	01220	52450	Equipment Maintenance/Repair	12,000.00

Department Head: 

Date: 7/8/20

Town Accountant: 

Date: 7/8/20

Town Manager:   
*Asst. Town Mgr.*

Date: 7/9/20

### Approved:

Finance Committee: \_\_\_\_\_

Selectboard: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reason for Transfer:**

One June 12<sup>th</sup> Engine 3 broke down while out pump training. It is the primary engine responding from the Great Barrington Station. It is 11 years old and our plan is to keep it another 14 years. The truck shut down and would not restart. We needed to have it towed and then required four vendors in order to repair it. The problem was determined to be the Caterpillar ECU (Engine Control Unit). Invoices for the repair have totaled \$8,524.69. The Breakdown is as follows:

- RW Towing - \$800 to tow the truck back to the station.
- Joe's Mobile Repair - \$1,000 – Trouble shot the problem and replaced the ECU.
- Ben Funk's - \$1,731.47 – Provided the new ECU and tried to recover the programming off of the old one
- Bulldog of NY - \$793.22 – Did some troubleshooting and provided the required parameters programming for the specific fire engine requirements
- H.O. Pen - \$4,200 – Authorized CAT dealer who did all of the programming of the new ECU. The engine is repaired but I do not have an invoice from them as of yet. They are disputing charges from CAT Corporate of expensive passwords required to program the unit. The \$4,200 estimate is a worst case scenario.

As an unrelated expense, I also had to replace the front tires on Engine 3 for \$1,997 from Seward's Tires.

The \$12,000 transfer request is an estimate which will definitely cover the deficit. This is the first time in my 8 years as chief I have needed to request a transfer from salaries to cover expenses. I have never needed a transfer from the Reserve Fund or any other budget outside of the Fire Department's budget. After the required annual service and testing of our equipment, there is only about \$6,000 remaining in the Fire Department's budget for repairs. Considering we maintain millions of dollars' worth of equipment it is actually quite surprising that I have been able to stay within my expense budget on an annual basis.

I appreciate your consideration of this request.





07/08/2020 13:48  
1184scarmel

TOWN OF GREAT BARRINGTON  
FY20 BUDGET REPORT - 6/30/20

1  
glytcbud

FOR 2020 12

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01220 FIRE DEPARTMENT							
01220 51113 CLERICAL	21,910	21,910	15,476.34	2,304.00	.00	6,433.66	70.6%
01220 51117 FIRE CHIEF	84,660	84,660	84,659.35	10,340.14	.00	.65	100.0%
01220 51127 FIREFIGHTERS	145,000	145,000	112,767.81	19,581.52	.00	32,232.19	77.8%
01220 51129 FIRE INSPECTORS	126,000	126,000	124,441.75	18,252.34	.00	1,558.25	98.8%
01220 51300 OVERTIME	20,000	20,000	22,768.55	8,108.94	.00	-2,768.55	113.8%*
01220 51420 LONGEVITY PAY	200	200	200.00	.00	.00	.00	100.0%
01220 52450 EQUIPMT MAINT/REPRS	44,000	48,955	49,350.52	2,590.18	2,645.74	-3,041.26	106.2%*
01220 53800 HYDRANT RENTALS	105,000	109,900	106,101.04	36,059.24	3,777.44	21.52	100.0%
01220 54200 OFFICE SUPPLIES	1,200	1,200	1,029.71	213.51	.00	170.29	85.8%
01220 55810 FIREFIGHTING SUPPLIES	30,000	20,100	18,546.66	4,710.99	993.85	559.49	97.2%
01220 55811 FIRE PREVENTION	1,000	1,000	939.31	.00	.00	60.69	93.9%
01220 57100 TRAVEL/TRAINING	7,000	7,000	5,064.34	1,138.39	.00	1,935.66	72.3%
01220 57300 DUES & MEMBERSHIPS	1,500	1,545	1,345.00	.00	200.00	.00	100.0%
TOTAL FIRE DEPARTMENT	587,470	587,470	542,690.38	103,299.25	7,617.03	37,162.59	93.7%
TOTAL GENERAL FUND	587,470	587,470	542,690.38	103,299.25	7,617.03	37,162.59	93.7%
TOTAL EXPENSES	587,470	587,470	542,690.38	103,299.25	7,617.03	37,162.59	



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: Valkyrie Cannabis Inc. c/o Robert J. Coyle, Jr. & Joseph Burke Address:  
3 Rogers Court  
City St, Zip: Sag Harbor, New York 11963  
Telephone: 631-276-3288  
Email address: hamptonsattorney@gmail.com

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

Name: Same as above  
Address: \_\_\_\_\_  
City St, Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email address: \_\_\_\_\_

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

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

Name: Robert J. Coyle, Jr., Esq. - See Resume Attached  
Address: 3 Roger Court  
City St, Zip: Sag Harbor, New York 11963  
Telephone: 631-276-3288  
Email address: hamptonsattorney@gmail.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.

Robert J. Coyle, Jr., Esq. - President, CEO, COO, Managing Director & Joseph M. Burke, Esq. - Vice President, CFO, Director. We intend to hire onto our staff, security, and construction team people from the local area and from the Veterans' community in order to help our new neighbors and create jobs in Great Barrington. Until then, Robert J. Coyle, Jr. will personally handle all aspects of management of staff on site as well as Owner. The persons who have authority remain solely Coyle & Burke at this time as it is a family business.

- 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.

Robert J. Coyle, Jr., Esq. & Joseph M. Burke, Esq.  
3 Rogers Court, Sag Harbor, New York 11963

We are domestic partners for 15 years. It is intended that our capital will be self-funded and not come from outside sources. We want to try to keep it as a smaller operation, that is sustainable, and thereby not create a negative impact on the community. Furthermore, the location will be perfectly situated location wise and is of sufficient square footage and not too large of a canopy.

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

The entity name is Valkyrie Cannabis Inc., a Massachusetts formed Corporation. There are only two members (Robert J. Coyle, Jr. & Joseph M. Burke). We want the dispensary to have a boutique feel, that is focused on making a comfortable place for all customers to feel safe. Our business will have a focus on our women customers as our name, Valkyrie Cannabis, draws from our commitment to thank and empower the strength in women and also in Veterans and military families. Valkyries in Norse legends were the female warriors who carried the fallen war heroes to the sacred land of Valhalla. So to will be Valykrie Cannabis' commitment to carry our war heroes and women when they need help especially on the local level with our new neighbors and community organizations. We believe we can do this and give back even with a smaller footprint dispensary. Valykrie Cannabis will also do work with the Berkshire Humane Society and have established a connection therewith.

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.

See Lease attached for stand-alone retail use building of approximately 3,000 square feet located at:

325 Stockbridge Road  
(currently the Bernay Fine Art  
Building at the traffic light)  
White House Square  
Great Barrington, Massachusetts 01230

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

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

See drawings attached. We will not be changing much of the outside except for signage and security wise to comply with the Commission. We will be frosting the glass over in a means to hide the inside of the store to comply with bylaws and statute, but do not anticipate very much of a change to the building's exterior. The unit abuts the landlord's other stores. Some exterior plantings/landscaping may be added for appropriate screening, etc.

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

The property is situated on more than enough ample parking being part of White House Square, which is actually accessed through a traffic light already. The plaza also includes several large overflow lots that cannot be seen from the road. We believe that the location's sustainable size will help us afford to actually improve not only our area but the entire square itself. We hope to invest some of our profits and give back to the community to improve the Town as much as possible. We have met our neighbors in the stores around us and were warmly welcomed. It was very heartwarming.

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)

NO  
NO

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

We have no other facilities, and we have not approached any other Towns because we have our heart set on Great Barrington. This will be our only facility. We are not applying for any other facilities anywhere else. We had to sign our Lease for the space without a contingency, which was a risk, but we feel that is outweighed by the change to make our business' home here in Great Barrington in a location that is conforming. We will strive to be a family run business and get to know our customers and our Town. That is how we have practiced law and have always done pro bono work, including but not limited to Robert's work with the Legal Aid Society.

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

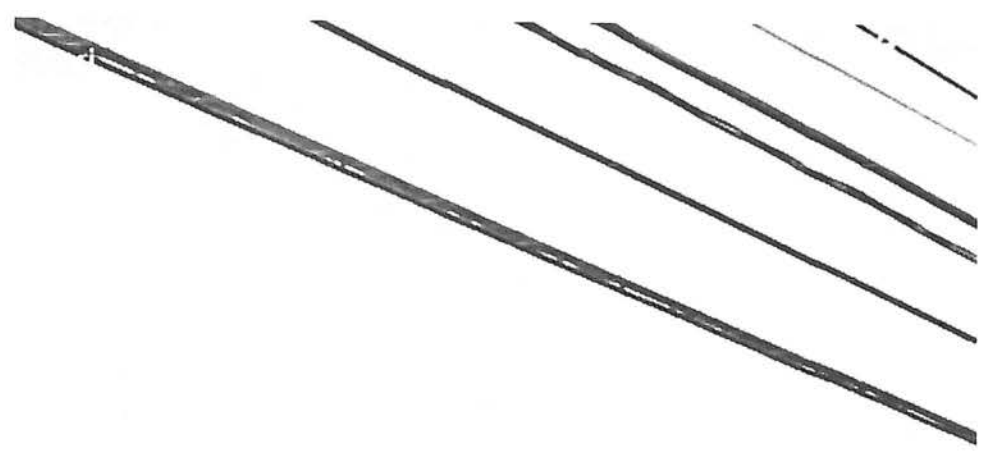
No existing host agreements with any other communities. We hope to become your new neighbors and pledge to help the Town and be a positive impact on the community and work faithfully to craft creative ways to use our unique opportunity to make it easier for the Town to use funds collected from marijuana establishments on an expedited basis for residents in emergency situations. We are open to including this in our Host Agreement and to work with other establishments/dispensaries to try to create a council of generosity for emergency situations where residents are in need.

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

Although previously noticed and scheduled for and then postponed, the Community Impact and Outreach Meeting will now be held via virtual, web-based means in accordance with the Cannabis Control Commission Administrative Order in response to the Governor's State of Emergency Order regarding Covid-19. The date will be determined and provided to the Board for approval.









# Robert J. Coyle, Jr. Esq

3 Rogers Ct Sag Harbor, NY 11963  
631-276-5707 • hamptonsattorney@gmail.com

## Objective

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My Objective is to be granted a Host Community Agreement by the Town of Great Barrington MA- for a Retail Marijuana Establishment at 235 Stockbridge Rd., Middle Unit, Great Barrington, MA 01230

## Key Qualifications

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- Attorney with 13 years of practice self employed
- Social Justice Themed Entire Life
- Intern Suffolk DA Office
- Legal Aid Lawyer for years defending indigent
- Previous Police Department Experience as Officer
- Served four years on Southampton Town Housing Authority
- Previous Volunteer EMT and Wilderness EMT
- Familiar with complying with Statutes and Ordinances
- Experience holding State Licensed Business

## Work Experience

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**The Law Office Of Robert J. Coyle Esq**  
Attorney / Firm Founder Owner

February 2009 - Present

- Solo Practice Criminal Defense attorney
- Awarded Dans Papers Best of the Best Lawyers
- Always do Pro Bono cases for women children and indigent persons as a personal practice.

**Legal Aid Society Of Suffolk County**  
Staff Defense Attorney

July 2006 - Feb 2009

- Defended Indigent Persons Charged with crimes misdemeanors and felonies.
- Criminal Defense Law
- Investigations of Criminal Matters and Law

**Burke & Sullivan PC**  
Of Counsel Lawyer

July 2006-Present

- Of Counsel to Law Firm Started by Fmr NYS Supreme Ct Judge.
- Real Estate Law
- Criminal Defense
- Zoning Law
- Personal Injury

**Southampton Town Housing Authority**  
Vice President

Nov 2009-Nov 2013

- Served helping to create affordable housing in our town of Southampton
- Appointed by board.

**Beach Haven NJ Police Department**  
Class IB Special Officer (Seasonal)

Summers 2000 2001

- Was a police academy certified class IB Special Police Officer charged with protecting the community through patrol of the Village business district in the Town of Beach Haven NJ .

- First Responder, Enforced State and Local Laws through Patrol , Citation and arrest.
- This was the summer prior to going back to school to become a lawyer. I was offered full time.

## Education

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**Juris Doctor** 2006  
New York Law School

- Vice President of Student Body every year

**Bachelors Science** 2003  
Administration of Justices

- Rutgers University New Brunswick NJ

**Associates Science** 2000  
Criminal Justice

- Ocean County Community College
- Toms River NJ

## References

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Upon Request

**JOSEPH M. BURKE, ESQ.**

3 Rogers Court, Sag Harbor, New York 11963

Cell 516.810.9116

[jburke@burkeandsullivan.com](mailto:jburke@burkeandsullivan.com)

**EDUCATION**

**NEW YORK LAW SCHOOL, NEW YORK, NY**

J.D., May, 2005

Admitted to Practice in New York State, 2006

**EMERSON COLLEGE, BOSTON, MA**

B.S. in Broadcast Journalism, May, 2001

Magna Cum Laude

Communications, Politics, and Law Concentration

**WORK EXPERIENCE**

Partner, January 2012-Present

**BURKE & SULLIVAN, PLLC, SOUTHAMPTON, NY**

General Practice with Primary Focus of Real Estate & Land Use Law

Assistant Town Attorney, March 2006-December 2011

**TOWN OF SOUTHAMPTON, NY**

Primary Focus of Drafting Legislation

Research Assistant, March 2004-May 2005

**OFFICE OF ACLU PRESIDENT, PROFESSOR NADINE STROSSEN, NEW YORK, NY**

Responsible for research of Constitutional and other diverse legal issues; write legal memoranda for use in speeches, debates, media appearances, and scholarly publications. Assist with course preparations, communications, and other administrative aspects of office management.

Post-Production Manager, January 2002-January 2003

**CBS NEWS PRODUCTIONS, NEW YORK, NY**

Exclusive assistant to the Director of Production at CBS network news division. Served as a link with cable network clients (MTV, Discovery) throughout the post-production of shows. Multiple tasks included assisting with production budgeting and scheduling of production teams.

## COMMERCIAL LEASE

THIS LEASE is made on the 1st day of March 2020

The Landlord hereby agrees to lease to the Tenant, and the Tenant hereby agrees to hire and take from the Landlord, the Leased Premises described below pursuant to the terms and conditions specified herein:

LANDLORD: WHITE HOUSE SQ LTD  
2994 SE Fairway W, Stuart, FL  
Phone 413-329-0060

TENANTS: Robert J Coyle Jr and Joseph Burke  
ADDRESS: 3 Rogers Ct, Sag Harbor NY 11963  
Phone: 631-276-3288

1. Leased Premises. The Leased Premises are those premises described as  
325 Stockbridge Rd, Great Barrington, MA 01230
2. Term. The term of the Lease shall be for a period of 2 year(s) commencing on the 1st of March 2020  
ending on the 28th day of February 2022 unless sooner terminated as hereinafter provided. If Tenant remains in  
possession of the Leased Premises with the written consent of the Landlord after the lease expiration date stated above, this Lease will be  
converted to a month-to-month Lease and each party shall have the right to terminate this Lease by giving at least one month's prior written  
notice to the other party.
3. Rent. The Tenant agrees to pay the ANNUAL RENT of Thirty thousand Dollars (\$30,000.00 )  
payable in equal installments \$ 2,500.00 in advance on the 1st day of each and every calendar month during the term year of this lease.  
MAINT. FOR SNOW REMOVAL AND LAWN CARE \$166.60 PER MONTH IS TO BE PAID EACH MONTH WITH THE RENT  
ALSO \$55.00 EACH MONTH FOR WATER AND SEWER. Total per month \$ 2836.60  
First and last month due upon signing of the lease. All rent deposits to be made thru Greylock Federal Credit Renters Account #  
N/A. Rent Adjustment. If in any tax year commencing with the fiscal year, the real estate taxes on the land and buildings,  
of which the Leased Premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year (hereinafter called the  
"Base Year"), Tenant will pay to Landlord as additional rent hereunder, when and as designated by notice in writing by Landlord,  
\_\_\_\_\_ per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportion-  
ately for any part of a fiscal year.  
N/A. Security Deposit. The sum of Two thousand eight hundred dollars  
is deposited by the Tenant with the Landlord as security for the faithful performance of all the covenants and conditions of the lease by the  
said Tenant. If the Tenant faithfully performs all the covenants and conditions on his part to be performed, then the sum deposited shall be  
returned to the Tenant.
6. Delivery of Possession. If for any reason the Landlord cannot deliver possession of the leased property to the Tenant when the lease  
term commences, this Lease shall not be void or voidable, nor shall the Landlord be liable to the Tenant for any loss or damage resulting  
therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when  
the Landlord delivers possession.
7. Use of Leased Premises. The Leased Premises may be used only for the following purpose: Retail Cannabis or Office
8. Utilities. Except as specified below, the Tenant shall be responsible for all utilities and services that are furnished to the Leased  
Premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the Tenant.  
(List exceptions, if any)
9. Condition of Leased Premises; Maintenance and Repair. The Tenant acknowledges that the Leased Premises are in good order  
and repair. The Tenant agrees to take good care of and maintain the Leased Premises in good condition throughout the term of the Lease.  
The Tenant, at his expense, shall make all necessary repairs and replacements to the Leased Premises, including the repair and replacement  
of pipes, electrical wiring, heating and plumbing systems, fixtures and all other systems and appliances and their appurtenances. The quali-  
ty and class of all repairs and replacements shall be equal to the original worth. If Tenant defaults in making such repairs or replacements,  
Landlord may make them for Tenant's account, and such expenses will be considered additional rent.
10. Compliance with Laws and Regulations. Tenant, at its expense, shall promptly comply with all federal, state, and municipal laws,  
orders, and regulations, and with all lawful directives of public officers, which impose any duty upon it or Landlord with respect to the  
Leased Premises. The Tenant at its expense, shall obtain all required licenses or permits for the conduct of its business within the terms of  
this lease, or for the making of repairs, alterations, improvements, or additions. Landlord, when necessary, will join with the Tenant in  
applying for all such permits or licenses.
11. Alterations and Improvements. Tenant shall not make any alterations, additions, or improvements to, or install any fixtures on,  
the Leased Premises without Landlord's prior written consent. If such consent is given, all alterations, additions, and improvements made,  
and fixtures installed, by Tenant shall become Landlord's property upon the expiration or sooner termination of this Lease. Landlord may,  
however, require Tenant to remove such fixtures, at Tenant's cost, upon the termination hereof.

12. Assignment/Subletting Restrictions. Tenant may not assign this agreement or sublet the Leased Premises without the prior written consent of the Landlord. Any assignment, sublease or other purported license to use the Leased Premises by Tenant without the Landlord's consent shall be void and shall (at Landlord's option) terminate this Lease.

13. Insurance.

(i) By Landlord. Landlord shall at all times during the term of this Lease, at its expense, insure and keep in effect on the building in which the Leased Premises is located fire insurance with extended coverage. The Tenant shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the applicable fire insurance rating association. Tenant shall on demand reimburse the Landlord, and all other tenants, all extra insurance premiums caused by the Tenant's use of the premises.

(ii) By Tenant. Tenant shall, at its expense, during the term hereof, maintain and deliver to Landlord public liability and property damage and plate glass insurance policies with respect to the Leased Premises. Such policies shall name the Landlord and Tenant as insureds, and have limits of at least \$ 2,000,000 for injury or death to anyone person and \$ 2,000,000 for anyone accident, and \$ 2,000,000 with respect to damage to property and with full coverage for plate glass. Such policies shall be in whatever form and with such insurance companies as are reasonably satisfactory to Landlord, shall name the Landlord as additional insured, and shall provide for at least ten days' prior notice to Landlord of cancellation. Please send copy to Landlord.

14. Indemnification of Landlord. Tenant shall defend, indemnify, and hold Landlord harmless from and against any claim, loss, expense or damage to any person or property in or upon the Leased Premises, arising out of Tenant's use or occupancy of the Leased Premises, or arising out of any act or neglect of Tenant or its servants, employees, agents, or licensees.

15. Condemnation. If all or any part of the Leased Premises is taken by eminent domain, this lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to Tenant.

16. Destruction of Premises. If the building in which the Leased Premises is located is damaged by fire or other casualty, without Tenant's fault, and the damage is so extensive as to effectively constitute a total destruction of the property or building, this Lease shall terminate and the rent shall be apportioned to the time of the damage. In all other cases of damage without Tenant's fault, Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the Leased Premises wholly or partially untenantable, the rent shall be apportioned until the damaged is repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Landlord's control.

17. Landlord's Rights upon Default. In the event of any breach of this lease by the Tenant, which shall not have been cured within TEN (10) DAYS, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of entry and may remove all persons and property from the Leased Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant. If the Landlord elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the Landlord in Landlord's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the Tenant hereunder, the Tenant shall pay such deficiency to the Landlord monthly. The Tenant shall also pay to the Landlord, as soon as ascertained, the cost and expenses incurred by the Landlord in such reletting.

18. Quiet Enjoyment. The Landlord agrees that if the Tenant shall pay the rent as aforesaid and perform the covenants and agreements herein contained on its part to be performed, the Tenant shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

19. Landlord's Right to Enter. Landlord may, at reasonable times, enter the Leased Premises to inspect it, to make repairs or alterations, and to show it to potential buyers, lenders or tenants.

20. Surrender upon Termination. At the expiration of the lease term the Tenant shall surrender the leased property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted.

21. Subordination. This lease, and the Tenant's leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises by Landlord, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances.

22. Additional Provisions: Tenant shall also maintain in good condition such portions adjacent to the premises such as walkways, driveways, lawns and shrubs... 2 PARKING SPACES ALLOTTED. OVERFLOW PARKING WILL BE BEHIND ALL THAT JAZZ BUILDING AND OVERFLOW FROM THAT AREA WILL BE GRASS PARKING IN THE FIELD. YOU WILL BE RESPONSIBLE FOR CONTROLLING PARKING IN DESIGNATED AREAS AND ANY LINES THAT MAY FORM

This lease can be changed to a Corporation at any time. At any time during the lease period you can move into a larger space if any become available at additional cost. Rental to be determined on size of space.

Miscellaneous Terms.

(i) Notices. Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the Tenant at the premises, or to the Landlord at the address set forth above.

(ii) Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

(iii) Waiver. The failure of either party to enforce any of the provisions of this lease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(iv) Complete Agreement. This Lease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

(v) Successors. This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Landlord or Tenant.

IN WITNESS WHEREOF the parties have set their hands and seals on this 1 day of March 2020

Landlord or Landlord's Authorized Agent  
White House Square Ltd  
Pres

Tenant *Ruth Cook*  
Tenant *Joseph Burke*

# Addendum to Lease

THIS ADDENDUM TO LEASE is made on the 6th day of March 2020

The Landlord hereby agrees with Tenant to this addendum of the lease

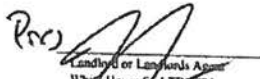
LANDLORD: WHITE HOUSE SQ LTD  
ADDRESS: 2994 SE Fairway W Ct., Stuart, FL  
Phone: 413-329-0060


TENANTS: Robert J Coyle Jr and Joseph Burke  
3 Rogers Ct Sag Harbor NY 11963  
631-276-5707


Property address: 325 Stockbridge Rd. Great Barrington, MA 01230

1. It is understood that this addendum is incorporated as part of the lease
2. Option to Extend Lease. Provided Tenant has is current and not in default at the time the Tenant chooses to exercise each of its two rights to extend, Tenant shall have two (2) options to extend the Term of this lease for each successive period of five (5) years each. Each an "Option Term." Tenant may exercise his right to extend by giving written notice to Landlord which notice must be received by writing prior to the expiration of the then Initial Term or current Option Term. Should an Option Term Be Exercised Landlord may increase the rent up to 3 percent per annum for each year of an option term.
3. It is understood and permission granted that the Tenant and Tenants Corporation Newly Formed Massachusetts Cannabis Corporation will be Operating a Retail Cannabis Store on Premises if they are properly licensed by the Massachusetts Cannabis Commission. The name of Tenants company will be Valkyrie Cannabis Inc. owned by Robert J Coyle and Joseph Burke, who will also always remain personally liable on the lease and any renewal lease for all any and all obligations.
4. Tenant may install certain items during any landlord approved build out that are considered expensive trade fixtures such as a vault or vault door or rated cash safes, equipment and tenant may remove and keep ownership of any trade fixtures at the end of any lease so long as he restores the property to the same good condition as he found it and at all cost of restoration to tenant.

IN WITNESS WHEREOF the parties have set their hands and seals on this 6 day of March, 2020

Per)   
Landlord or Landlord's Agent  
White House Sq LTD 2994  
SE Fairway W. Ct., Stuart, FL 34997

  
Robert J Coyle Jr TENANT  
3 Rogers Ct Sag Harbor NY 11963

  
Joseph Burke TENANT  
3 Rogers Ct Sag Harbor, NY 11963



**TOWN OF GREAT BARRINGTON**  
**Temporary Weekday Entertainment License Application**  
**\$25.00 per day**

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws, Ch.140 Sec.183A amended, Ch.351, Sec.85 of Acts of 1981 and Ch.140 Sec.181.

Name: 20 RAILROAD PUBLIC HOUSE RESTAURANT LLC

Business/Organization: RESTAURANT

D/B/A (if applicable): SAME

Address: 20 RAILROAD ST. G.B. MA 01230

Mailing Address: SAME

Phone Number: 413-528-9345 CELL-954-609-

Email: CJDREAMINN@AOL.COM 3648

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

Live band with up to 5 pieces, including singers  Public Show

Other (please explain) \_\_\_\_\_

**INCLUDES:**  Live music  Recorded music  Dancing by entertainers/ performers

Dancing by patrons  Amplification system  Theatrical exhibition

Floorshow  Play  Moving picture show  Light show  Jukebox

Other (please explain) \_\_\_\_\_

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (M.G.L.Chp.140 Sec.183A)

\_\_\_ YES

NO

Please circle: INDOOR or OUTDOOR Entertainment

Exact Location of Entertainment (include sketch): THE PATIO ENTRANCE TO THE TRIPLEX THEATER (FRONT OF BOX OFFICE)

Date(s) of Entertainment\*: 7/18/20

\*Does not include SUNDAY

Start & End Times of Entertainment: 6 PM TILL 9 PM

**Does your event involve any of the following? (Check all that apply)** (NONE)

- Food    Temporary Bathrooms    Tents    Stages    Temporary Signs  
 Electrical Permits    Building Permits    Police Traffic Details    Street Closures

**ALL entertainment licenses will be reviewed by the Design Review Team (DRT), which is comprised of several Town departments, for comments/concerns on this application.**

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



Signature of Individual or  
Corporate Officer CO-OWNER OF

20 RAILROAD PUBLIC HOUSE

7/6/20  
Date

87-1371705  
SS# or FID#

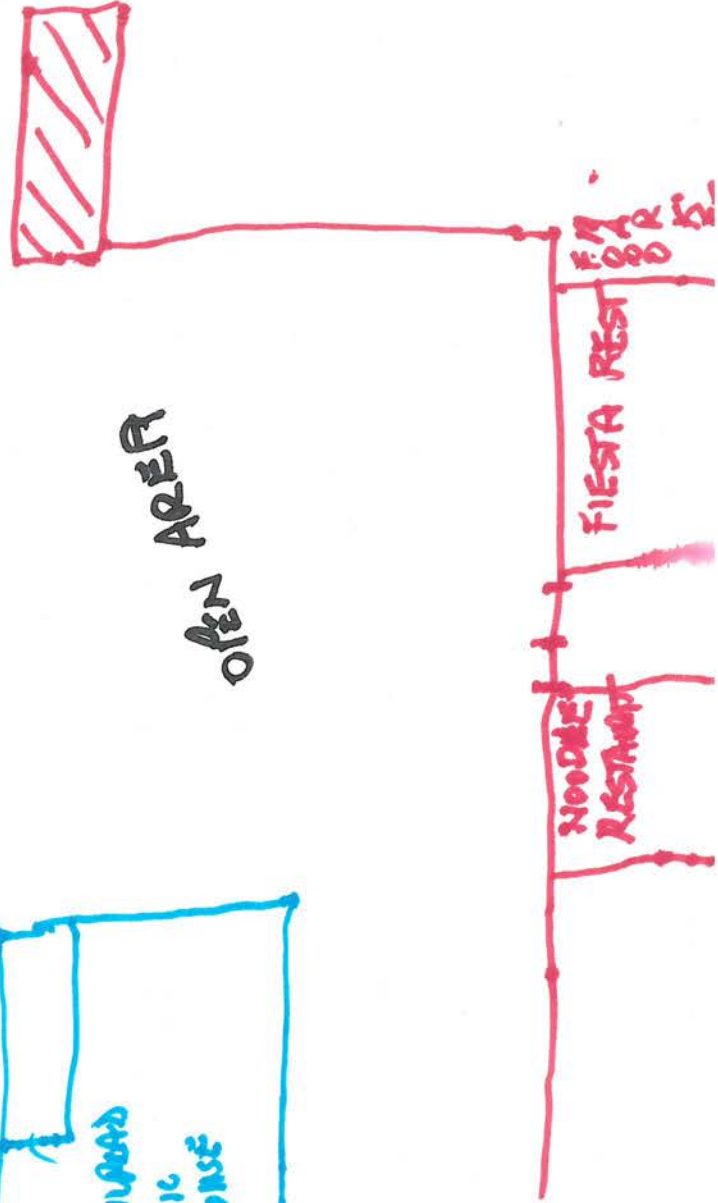
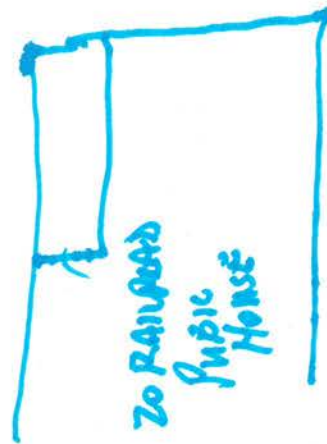
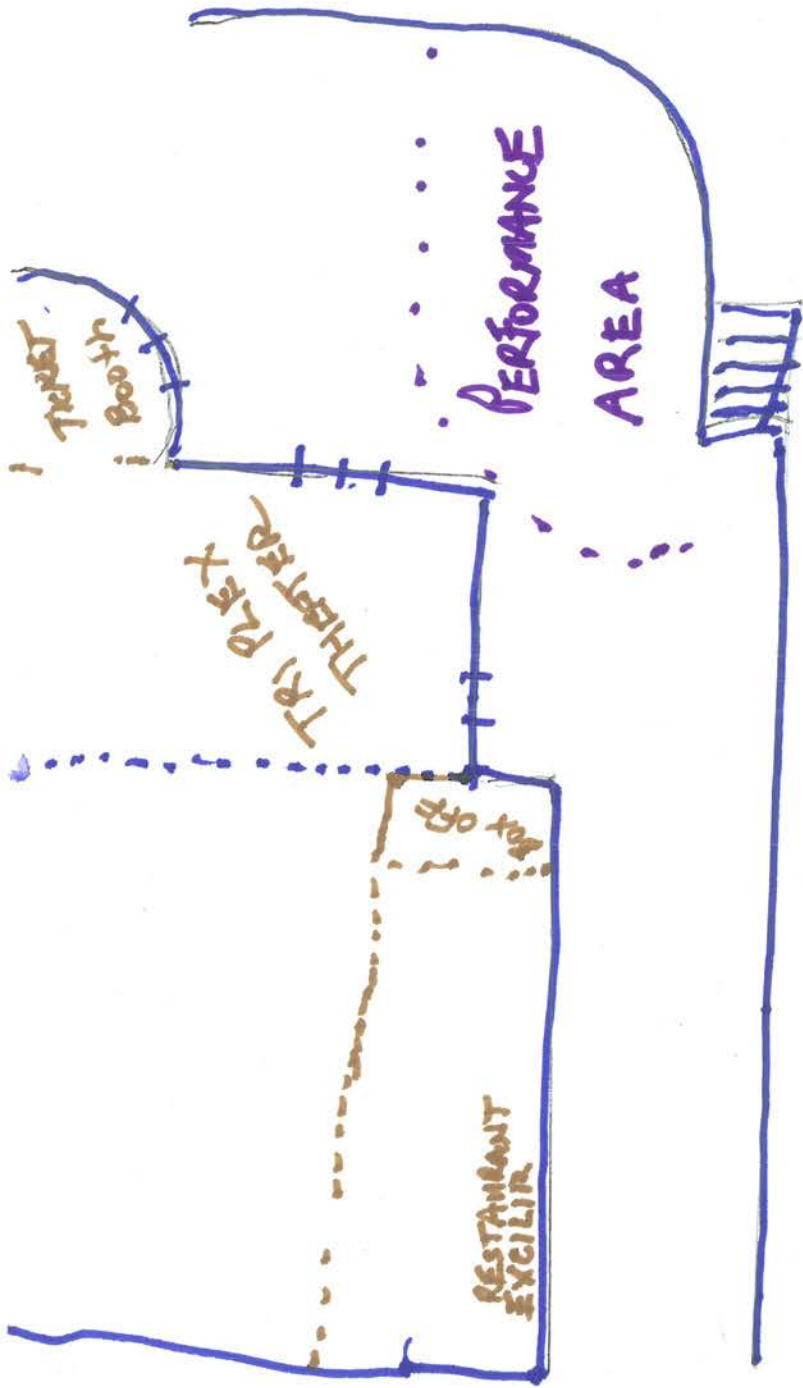
**TOWN USE ONLY:**

DRT Review with Conditions: DRT reviewed and approved. (CR)

APPROVAL DATE: \_\_\_\_\_

LICENSE # \_\_\_\_\_





Whereas, the Town of Great Barrington unequivocally opposes any manifestation of hatred and prejudice towards any group or individual and recognizes that systemic racism is a threat to public health and safety.

Now, therefore, be it resolved by the Selectboard that the Town of Great Barrington will:

1. Advance the implementation of the 2017 Great Barrington Trust Policy and develop a formal process for addressing violations.
2. Initiate a self-study of the history of race and racism in Great Barrington resulting in a series of recommendations on how to illuminate the role of race and take steps to make amends for past injustices and highlight the positive.
3. Review and reform hiring practices and personnel policies for all town departments to develop a more diverse staff in a supportive and inclusive work environment.
4. Provide implicit bias, de-escalation, crisis intervention, and other similar training for town departments.

Whereas, the Great Barrington Police Department has a special role in our town which calls for additional oversight.

Therefore, the Selectboard resolves to:

1. Create a working group to reflect the needs of our community and to review current practices and policies, and, if necessary, to make recommendations with respect to:
  - a. Department transparency and accountability
  - b. Handling of allegations of misconduct
  - c. Redirecting funds to community-based services to support residents and divert them from the criminal justice system.
2. Support state and federal police reform efforts which include:
  - a. Creation of Peaceful Officer Support Training (MA H.2146)
  - b. The banning of the use of excessive force and the requirement of the intervention of officers in the event of excessive force is used (MA S.2800 and H.R.7120)
  - c. Creation of an independent special prosecutor at the state level to review and, where appropriate, to prosecute cases of potentially criminal police misconduct (H.R.7120)
  - d. The reform of civil service exams (MA H.2292)
  - e. Creation of the Police Officer Standards and Accreditation Committee (POSAC) that certifies officers, maintains database on officer misconduct, and recertifies or decertifies an officer every three years based on actions (MA S.2800).

BE IT FURTHER RESOLVED, that the Town of Great Barrington supports the work of our Police Department, our Town government, and our schools to make them more diverse, equitable and inclusive and commits to seeking further policy and administrative measures in support of deepening our community's understanding of systemic racism and the deep harm it causes.

SENATE . . . . . No.

The Commonwealth of Massachusetts

PRESENTED BY:

*Patricia D. Jehlen*

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:  
 An Act to guarantee housing stability during the COVID-19 emergency and recovery.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	
<i>Patricia D. Jehlen</i>	<i>Second Middlesex</i>	
<i>Sal N. DiDomenico</i>	<i>Middlesex and Suffolk</i>	<i>6/30/2020</i>
<i>Jason M. Lewis</i>	<i>Fifth Middlesex</i>	<i>7/1/2020</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>	<i>7/1/2020</i>
<i>Sonia Chang-Diaz</i>	<i>Second Suffolk</i>	<i>7/1/2020</i>
<i>Joanne M. Comerford</i>	<i>Hampshire, Franklin and Worcester</i>	<i>7/1/2020</i>
<i>Elizabeth A. Malia</i>	<i>11th Suffolk</i>	<i>7/2/2020</i>
<i>Mike Connolly</i>	<i>26th Middlesex</i>	<i>7/2/2020</i>
<i>Thomas M. Stanley</i>	<i>9th Middlesex</i>	<i>7/3/2020</i>
<i>Rebecca L. Rausch</i>	<i>Norfolk, Bristol and Middlesex</i>	<i>7/6/2020</i>
<i>Nick Collins</i>	<i>First Suffolk</i>	<i>7/7/2020</i>
<i>Anne M. Gobi</i>	<i>Worcester, Hampden, Hampshire and Middlesex</i>	<i>7/8/2020</i>

SENATE . . . . . No.

By Ms. Jehlen, a petition (accompanied by bill) (subject to Joint Rule 12) of Patricia D. Jehlen, Sal N. DiDomenico, Jason M. Lewis, James B. Eldridge and other members of the General Court for legislation to guarantee housing stability during the COVID-19 emergency and recovery. Housing.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court (2019-2020)

An Act to guarantee housing stability during the COVID-19 emergency and recovery.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to establish forthwith ongoing stabilization of the housing market for renters and homeowners during the COVID-19 emergency and recovery, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public safety and convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. "Eviction", an action, without limitation, by an owner or lessor or manager  
2 of a housing accommodation which is intended to actually or constructively evict a tenant or  
3 otherwise compel a tenant to vacate such housing accommodation.

4 "Housing accommodation", a building or structure, or part thereof or land appurtenant  
5 thereto, and any other real or personal property used, rented or offered for rent for living or  
6 dwelling purposes, together with all services connected with the use or occupancy of such  
7 property.

8           “Just cause”, one of the following: (1) the tenant has failed to pay the rent and is not  
9 subject to the protections of Section 2, below; (2) the tenant has materially violated an obligation  
10 or covenant of the tenancy or occupancy, other than the obligation to surrender possession upon  
11 proper notice, and has failed to cure such violation within 30 days after having received written  
12 notice thereof from the owner; (3) the tenant is committing a nuisance in the unit, is permitting a  
13 nuisance to exist in the unit, is causing substantial damage to the unit or is creating a substantial  
14 interference with the quiet enjoyment of other occupants; (4) the tenant is using or permitting the  
15 unit to be used for any illegal purpose.

16           “Tenant”, a person or group of persons who is entitled to occupy a housing  
17 accommodation pursuant to a lease or tenancy or a tenancy at will, or a former homeowner  
18 residing in a property that has been foreclosed on.

19           SECTION 2. (a) Notwithstanding chapters 186 or 239 of the General Laws or any other  
20 general or special law to the contrary, no plaintiff in a non-payment eviction action may recover  
21 possession of a residential dwelling unit at any time on the basis of any rent or use and  
22 occupancy payments due and payable during the period from the Governor’s March 10, 2020  
23 emergency declaration designated as executive order number 591 (“Emergency Declaration”)  
24 until 12 months after the Emergency Declaration is rescinded, nor shall such rent or use and  
25 occupancy payments be recoverable in any proceeding under chapter 239, where the failure to  
26 pay such rent or use and occupancy resulted from a loss of income or other change in economic  
27 circumstances caused in any way, directly or indirectly, by the conditions and/or events  
28 described in the Emergency Declaration.

29 (b) In any proceeding under chapter 239 where the plaintiff's complaint for possession  
30 and/or rent due is based upon any rent or use and occupancy due and payable during the period  
31 from March 10, 2020 until 12 months after the Emergency Declaration is rescinded, it shall be a  
32 rebuttable presumption that the tenant or occupant was unable to pay such rent or use and  
33 occupancy payments because of such lost income or other change in economic circumstances,  
34 and such presumption shall be rebutted only by clear and convincing evidence that the failure to  
35 pay rent was not based in whole or in part upon such lost income or other change in economic  
36 circumstances.

37 (c) No person shall initiate, file or threaten to file a negative credit report to a credit  
38 reporting agency due to the nonpayment of rent or use and occupancy referred to in this section.

39 SECTION 3. (a) Notwithstanding any general or special law to the contrary, during the  
40 state of the Emergency Declaration and for 12 months after the Emergency Declaration is  
41 rescinded, no person shall (1) attempt to commence, or commence, an eviction, except for just  
42 cause; or (2) charge or collect rent or use and occupancy payments in excess of the agreed-upon  
43 amount as of March 10, 2020, except that housing authorities and landlords with tenants whose  
44 rent payments are partially or fully subsidized shall be excluded from the rent change provision  
45 of subsection (2), above. Any waiver of any provision of this section shall be against public  
46 policy and void. This section shall not be applicable to owner-occupied buildings composed of  
47 four or fewer rental units.

48 (b) A city or town may provide that the just cause eviction protections of this chapter be  
49 extended beyond the expiration of Section 3(a), and for any duration, by legislative enactment in

50 the manner provided in section 4 of chapter 4 of the General Laws, and may, in like manner,  
51 terminate such extension.

52 SECTION 4. Notwithstanding any general or special law, rule, or regulation to the  
53 contrary, no court having jurisdiction of a summary process action or any other trial court  
54 department shall make public or publish, in any manner, the name or other identifying  
55 information, such as the person's address, of any person named as a party to a summary process  
56 or civil action where the plaintiff seeks non-payment of rent from a period beginning with the  
57 commencement of the Emergency Declaration until 12 months after its termination; provided,  
58 further, that such information shall be impounded and shall remain permanently unavailable for  
59 public inspection or publication, except to the parties to the action or their attorney, or as ordered  
60 by the court for good cause shown.

61 SECTION 5. Notwithstanding any general or special law or rule or regulation to the  
62 contrary, a creditor, mortgagee or person having estate in the land mortgaged, a person  
63 authorized by a power of sale pursuant to section 14 of said chapter 244 or right of entry or the  
64 attorney duly authorized by a writing under seal or the legal guardian or conservator of such  
65 mortgagee or person acting in the name of such mortgagee or person shall not, for the purposes  
66 of foreclosure of a residential property as defined in section 35B of said chapter 244 that is not  
67 vacant or abandoned: (i) cause notice of a foreclosure sale to be published pursuant to said  
68 section 14 of said chapter 244; (ii) exercise a power of sale; (iii) exercise a right of entry; (iv)  
69 initiate a judicial or non-judicial foreclosure process; or (v) file a complaint to determine the  
70 military status of a mortgagor under the federal Servicemembers Civil Relief Act, 50 USC  
71 sections 3901 to 4043, inclusive, on the basis of mortgage payments due and payable from the  
72 Emergency Declaration until 12 months after the Emergency Declaration is rescinded, or the end

73 of any forbearance period granted pursuant to Section 5(b) of Chapter 65 of the Acts of 2020.  
74 Any foreclosure actions taken in violation of this statute shall be against public policy and void.

75 SECTION 6. (a) Section 5(b) of Chapter 65 of the Acts of 2020 is amended and replaced  
76 in full with the following paragraph:-

77 A creditor or mortgagee shall grant forbearance to a mortgagor of a mortgage loan for a  
78 residential property as defined in said section 35B of said chapter 244 if the mortgagor submits a  
79 request to the mortgagor's servicer affirming that the mortgagor has experienced a financial  
80 impact from COVID-19. The request may be made in any form, written or oral, and the  
81 forbearance shall be granted regardless of the mortgagor's delinquency status. The forbearance  
82 shall last 180 days, although at the mortgagor's request, the period of forbearance may begin in  
83 an increment shorter than 180 days and then extended at the mortgagor's request. The  
84 forbearance shall be extended for an additional 180 days at the mortgagor's request. Fees,  
85 penalties or interest beyond the amounts scheduled and calculated as if the mortgagor made all  
86 contractual payments on time and in full under the terms of the mortgage contract shall not  
87 accrue during the period of forbearance granted under this subsection. A payment subject to the  
88 forbearance, including any escrow payments required to be paid in the mortgage contract, shall  
89 be added to the end of the term of the loan unless otherwise agreed to by the mortgagor and  
90 mortgagee. Nothing in this subsection shall prohibit a mortgagor and mortgagee from entering  
91 into an alternative payment agreement for the payments subject to the forbearance. The  
92 mortgagee shall not furnish information to a consumer reporting agency related to mortgage  
93 payments subject to forbearance under this act. Nothing in this Act reduces a mortgagor's rights  
94 under the CARES Act as applied to federally backed mortgage loans.



95 (b) Notwithstanding any general or special law, rule, or regulation to the contrary, a  
96 creditor or mortgagee shall grant forbearance to a mortgage loan for residential property owned  
97 by a nonprofit entity (or an affiliate or agent of such non-profit entity) or where the mortgagor  
98 (including affiliates and agents) owns 15 or fewer residential apartments, if the mortgagor  
99 submits a request to the mortgagor's servicer affirming that the mortgagor has experienced a  
100 financial impact from COVID-19. The forbearance shall last 180 days, although at the  
101 mortgagor's request, the period of forbearance may begin in an increment shorter than 180 days  
102 and then extended at the mortgagor's request, may be extended an additional 180 days at the  
103 mortgagor's request, and shall be offered on the same terms and conditions as those specified at  
104 Section 5(b) of Chapter 65 of the Acts of 2020, as amended by Section 6(a) of this statute and  
105 must be requested on or prior to the date specified at Section 7 of Chapter 65 of the Acts of 2020.

106 (c) A mortgagor who has requested and received mortgage forbearance under this section  
107 or under Section 5(b) of Chapter 65 of the Acts of 2020, as amended by this statute, must, for  
108 each month of the mortgage forbearance period, waive and forever hold tenants harmless from  
109 the obligation to pay that month's rent for each rental unit located on the property that is secured  
110 by the mortgage and which is occupied by a household who resided lawfully in the unit as of  
111 March 10, 2020, except where the mortgagor demonstrates by clear and convincing evidence that  
112 the tenant's failure to pay rent did not result from a loss of income or other change in economic  
113 circumstances caused directly or indirectly by the conditions and/or events described in the  
114 Emergency Declaration.

115 SECTION 7. The commissioner of banks and/or the office of the Attorney General, to the  
116 extent feasible and practicable in facilitating the timely implementation of this act, may develop  
117 and promulgate regulations and standardized forms for the written documentation required in

118 section 6; provided, however, that the absence of such forms shall not render the provisions of  
119 this act inoperable.

120 SECTION 8. (a) There shall be established and set upon the books a COVID-19 Housing  
121 Stability and Recovery Fund (Fund) to be administered by the department of housing and  
122 community development, to provide assistance to owners of residential units who were unable to  
123 pay housing and housing-related costs for reasons related directly or indirectly to the conditions  
124 or events described in the Emergency Declaration. Priority for such funds shall be given to  
125 owner-occupant landlords, elderly landlords on fixed incomes, non-profit landlords, and  
126 Massachusetts-based commercial landlords owning 15 or fewer units, with oversight from an  
127 Oversight and Advisory Board.

128 (b) The said Fund shall consist of public and private sources such as revenue from  
129 appropriations or other monies authorized by the general court and specifically designated to be  
130 credited to the fund, funds from the federal government, and all other sources. Money remaining  
131 in the fund at the end of a fiscal year shall not revert to the general fund.

132 (c) An Oversight and Advisory Board shall be comprised of members of the Legislature's  
133 coronavirus working groups, who will select no fewer than 8 people from communities hardest  
134 hit by the COVID-19 pandemic, assessed by the rate of COVID-19 cases in municipalities and  
135 neighborhoods and informed by the fact that there are disparities in COVID-19 infection rates by  
136 race, ethnicity, and income. The Oversight and Advisory Board shall monitor and evaluate the  
137 use of funds to ensure they are equitably distributed, with priority given to low- and middle-  
138 income renters and homeowners affected by the COVID-19 crisis, and shall make

139 recommendations regarding the administration of the fund. The Oversight and Advisory Board  
140 shall pursue all federal, state, and other funds available to assist renters and homeowners.

141 SECTION 9. Notwithstanding any general or special law to the contrary, the Housing  
142 Court shall have sole and exclusive jurisdiction over all civil claims for rent or mortgage  
143 payments due and payable during the period running from March 10, 2020 until 12 months after  
144 the date the Emergency Declaration is rescinded.

145 SECTION 10. Violations of this chapter shall constitute unfair or deceptive acts or  
146 practices as that term is defined under G.L. c. 93A, § 2 and/or 940 C.M.R. 3.00 et seq., and shall  
147 be enforceable by the Attorney General as well as by aggrieved tenants, homeowners, or other  
148 occupants in the same manner and to the same extent as other violations of c. 93A. All the  
149 remedies of G.L. c. 93A shall be available for violations of all sections of this chapter.

150 SECTION 11. If any provision or provisions of this chapter is or are declared  
151 unconstitutional or inoperative by a final judgment, order or decree of the supreme court of the  
152 United States or of the supreme judicial court of the commonwealth, the remaining parts of said  
153 chapter shall not be affected thereby.

HOUSE . . . . . No.

The Commonwealth of Massachusetts

PRESENTED BY:

Mike Connolly and Kevin G. Honan

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to guarantee housing stability during the COVID-19 emergency and recovery.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
Mike Connolly	26th Middlesex
Kevin G. Honan	17th Suffolk
Nika C. Elugardo	15th Suffolk
Patricia D. Jehlen	Second Middlesex
David Paul Linsky	5th Middlesex
Peter Capano	11th Essex
Daniel J. Ryan	2nd Suffolk
Christine P. Barber	34th Middlesex
Michael F. Rush	Norfolk and Suffolk
Elizabeth A. Malia	11th Suffolk
Kay Khan	11th Middlesex
Tami L. Gouveia	14th Middlesex
Jack Patrick Lewis	7th Middlesex
James K. Hawkins	2nd Bristol
Michael J. Moran	18th Suffolk
Gerard J. Cassidy	9th Plymouth
Steven Ultrino	33rd Middlesex
Sal N. DiDomenico	Middlesex and Suffolk

<i>Louis L. Kafka</i>	<i>8th Norfolk</i>
<i>Carmine Lawrence Gentile</i>	<i>13th Middlesex</i>
<i>Jay D. Livingstone</i>	<i>8th Suffolk</i>
<i>Andres X. Vargas</i>	<i>3rd Essex</i>
<i>Adrian C. Madaro</i>	<i>1st Suffolk</i>
<i>Mindy Domb</i>	<i>3rd Hampshire</i>
<i>Lindsay N. Sabadosa</i>	<i>1st Hampshire</i>
<i>Tommy Vitolo</i>	<i>15th Norfolk</i>
<i>Tricia Farley-Bouvier</i>	<i>3rd Berkshire</i>
<i>Liz Miranda</i>	<i>5th Suffolk</i>
<i>Denise Provost</i>	<i>27th Middlesex</i>
<i>Tram T. Nguyen</i>	<i>18th Essex</i>
<i>Natalie M. Higgins</i>	<i>4th Worcester</i>
<i>Alan Silvia</i>	<i>7th Bristol</i>
<i>Linda Dean Campbell</i>	<i>15th Essex</i>
<i>Denise C. Garlick</i>	<i>13th Norfolk</i>
<i>Paul McMurtry</i>	<i>11th Norfolk</i>
<i>Jon Santiago</i>	<i>9th Suffolk</i>
<i>Stephan Hay</i>	<i>3rd Worcester</i>
<i>Sonia Chang-Diaz</i>	<i>Second Suffolk</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>
<i>Jason M. Lewis</i>	<i>Fifth Middlesex</i>
<i>Joseph W. McGonagle, Jr.</i>	<i>28th Middlesex</i>
<i>Frank A. Moran</i>	<i>17th Essex</i>
<i>Mary S. Keefe</i>	<i>15th Worcester</i>
<i>Joanne M. Comerford</i>	<i>Hampshire, Franklin and Worcester</i>
<i>Daniel Cahill</i>	<i>10th Essex</i>
<i>Ruth B. Balsler</i>	<i>12th Middlesex</i>
<i>Antonio F. D. Cabral</i>	<i>13th Bristol</i>
<i>David M. Rogers</i>	<i>24th Middlesex</i>
<i>Natalie M. Blais</i>	<i>1st Franklin</i>
<i>James J. O'Day</i>	<i>14th Worcester</i>
<i>David Henry Argosky LeBoeuf</i>	<i>17th Worcester</i>
<i>Marjorie C. Decker</i>	<i>25th Middlesex</i>
<i>Sean Garballey</i>	<i>23rd Middlesex</i>
<i>Jonathan Hecht</i>	<i>29th Middlesex</i>
<i>Thomas M. Stanley</i>	<i>9th Middlesex</i>
<i>Paul J. Donato</i>	<i>35th Middlesex</i>
<i>Rebecca L. Rausch</i>	<i>Norfolk, Bristol and Middlesex</i>

<i>Maria Duaiame Robinson</i>	<i>6th Middlesex</i>
<i>Michelle L. Ciccolo</i>	<i>15th Middlesex</i>
<i>Daniel R. Cullinane</i>	<i>12th Suffolk</i>
<i>Paul F. Tucker</i>	<i>7th Essex</i>
<i>Daniel J. Hunt</i>	<i>13th Suffolk</i>
<i>Kate Lipper-Garabedian</i>	<i>32nd Middlesex</i>
<i>Carol A. Doherty</i>	<i>3rd Bristol</i>
<i>Paul R. Feeney</i>	<i>Bristol and Norfolk</i>
<i>William J. Driscoll, Jr.</i>	<i>7th Norfolk</i>
<i>Marcos A. Devers</i>	<i>16th Essex</i>
<i>José F. Tosado</i>	<i>9th Hampden</i>
<i>Christina A. Minicucci</i>	<i>14th Essex</i>
<i>Susannah M. Whipps</i>	<i>2nd Franklin</i>
<i>Danillo A. Sena</i>	<i>37th Middlesex</i>
<i>Michelle M. DuBois</i>	<i>10th Plymouth</i>
<i>Daniel R. Carey</i>	<i>2nd Hampshire</i>
<i>Patrick Joseph Kearney</i>	<i>4th Plymouth</i>
<i>John H. Rogers</i>	<i>12th Norfolk</i>
<i>John J. Lawn, Jr.</i>	<i>10th Middlesex</i>
<i>Paul W. Mark</i>	<i>2nd Berkshire</i>
<i>Kathleen R. LaNatra</i>	<i>12th Plymouth</i>
<i>Russell E. Holmes</i>	<i>6th Suffolk</i>
<i>Chynah Tyler</i>	<i>7th Suffolk</i>
<i>Christopher Hendricks</i>	<i>11th Bristol</i>

HOUSE . . . . . No.

[Pin Slip]

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court (2019-2020)

An Act to guarantee housing stability during the COVID-19 emergency and recovery.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to establish forthwith ongoing stabilization of the housing market for renters and homeowners during the COVID-19 emergency and recovery, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public safety and convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1.

2 "Eviction", an action, without limitation, by an owner or lessor or manager of a housing  
3 accommodation which is intended to actually or constructively evict a tenant or otherwise  
4 compel a tenant to vacate such housing accommodation.

5 "Housing accommodation", a building or structure, or part thereof or land appurtenant  
6 thereto, and any other real or personal property used, rented or offered for rent for living or  
7 dwelling purposes, together with all services connected with the use or occupancy of such  
8 property.

9 "Just cause", one of the following: (1) the tenant has failed to pay the rent and is not  
10 subject to the protections of Section 2, below; (2) the tenant has materially violated an obligation

11 or covenant of the tenancy or occupancy, other than the obligation to surrender possession upon  
12 proper notice, and has failed to cure such violation within 30 days after having received written  
13 notice thereof from the owner; (3) the tenant is committing a nuisance in the unit, is permitting a  
14 nuisance to exist in the unit, is causing substantial damage to the unit or is creating a substantial  
15 interference with the quiet enjoyment of other occupants; (4) the tenant is using or permitting the  
16 unit to be used for any illegal purpose.

17 "Tenant", a person or group of persons who is entitled to occupy a housing  
18 accommodation pursuant to a lease or tenancy or a tenancy at will, or a former homeowner  
19 residing in a property that has been foreclosed on.

20 SECTION 2.

21 (a) Notwithstanding chapters 186 or 239 of the General Laws or any other general or  
22 special law to the contrary, no plaintiff in a non-payment eviction action may recover possession  
23 of a residential dwelling unit at any time on the basis of any rent or use and occupancy payments  
24 due and payable during the period from the Governor's March 10, 2020 emergency declaration  
25 designated as executive order number 591 ("Emergency Declaration") until 12 months after the  
26 Emergency Declaration is rescinded, nor shall such rent or use and occupancy payments be  
27 recoverable in any proceeding under chapter 239, where the failure to pay such rent or use and  
28 occupancy resulted from a loss of income or other change in economic circumstances caused in  
29 any way, directly or indirectly, by the conditions and/or events described in the Emergency  
30 Declaration.

31 (b) In any proceeding under chapter 239 where the plaintiff's complaint for possession  
32 and/or rent due is based upon any rent or use and occupancy due and payable during the period



33 from March 10, 2020 until 12 months after the Emergency Declaration is rescinded, it shall be a  
34 rebuttable presumption that the tenant or occupant was unable to pay such rent or use and  
35 occupancy payments because of such lost income or other change in economic circumstances,  
36 and such presumption shall be rebutted only by clear and convincing evidence that the failure to  
37 pay rent was not based in whole or in part upon such lost income or other change in economic  
38 circumstances.

39 (c) No person shall initiate, file or threaten to file a negative credit report to a credit  
40 reporting agency due to the nonpayment of rent or use and occupancy referred to in this section.

41 SECTION 3.

42 (a) Notwithstanding any general or special law to the contrary, during the state of the  
43 Emergency Declaration and for 12 months after the Emergency Declaration is rescinded, no  
44 person shall (1) attempt to commence, or commence, an eviction, except for just cause; or (2)  
45 charge or collect rent or use and occupancy payments in excess of the agreed-upon amount as of  
46 March 10, 2020, except that housing authorities and landlords with tenants whose rent payments  
47 are partially or fully subsidized shall be excluded from the rent change provision of subsection  
48 (2), above. Any waiver of any provision of this section shall be against public policy and void.  
49 This section shall not be applicable to owner-occupied buildings composed of four or fewer  
50 rental units.

51 (b) A city or town may provide that the just cause eviction protections of this chapter be  
52 extended beyond the expiration of Section 3(a), and for any duration, by legislative enactment in  
53 the manner provided in section 4 of chapter 4 of the General Laws, and may, in like manner,  
54 terminate such extension.

55 SECTION 4.

56 Notwithstanding any general or special law, rule, or regulation to the contrary, no court  
57 having jurisdiction of a summary process action or any other trial court department shall make  
58 public or publish, in any manner, the name or other identifying information, such as the person's  
59 address, of any person named as a party to a summary process or civil action where the plaintiff  
60 seeks non-payment of rent from a period beginning with the commencement of the Emergency  
61 Declaration until 12 months after its termination; provided, further, that such information shall  
62 be impounded and shall remain permanently unavailable for public inspection or publication,  
63 except to the parties to the action or their attorney, or as ordered by the court for good cause  
64 shown.

65 SECTION 5.

66 Notwithstanding any general or special law or rule or regulation to the contrary, a  
67 creditor, mortgagee or person having estate in the land mortgaged, a person authorized by a  
68 power of sale pursuant to section 14 of said chapter 244 or right of entry or the attorney duly  
69 authorized by a writing under seal or the legal guardian or conservator of such mortgagee or  
70 person acting in the name of such mortgagee or person shall not, for the purposes of foreclosure  
71 of a residential property as defined in section 35B of said chapter 244 that is not vacant or  
72 abandoned: (i) cause notice of a foreclosure sale to be published pursuant to said section 14 of  
73 said chapter 244; (ii) exercise a power of sale; (iii) exercise a right of entry; (iv) initiate a judicial  
74 or non-judicial foreclosure process; or (v) file a complaint to determine the military status of a  
75 mortgagor under the federal Servicemembers Civil Relief Act, 50 USC sections 3901 to 4043,  
76 inclusive, on the basis of mortgage payments due and payable from the Emergency Declaration

77 until 12 months after the Emergency Declaration is rescinded, or the end of any forbearance  
78 period granted pursuant to Section 5(b) of Chapter 65 of the Acts of 2020. Any foreclosure  
79 actions taken in violation of this statute shall be against public policy and void.

80 SECTION 6.

81 (a) Section 5(b) of Chapter 65 of the Acts of 2020 is amended and replaced in full with  
82 the following paragraph:

83 A creditor or mortgagee shall grant forbearance to a mortgagor of a mortgage loan for a  
84 residential property as defined in said section 35B of said chapter 244 if the mortgagor submits a  
85 request to the mortgagor's servicer affirming that the mortgagor has experienced a financial  
86 impact from COVID-19. The request may be made in any form, written or oral, and the  
87 forbearance shall be granted regardless of the mortgagor's delinquency status. The forbearance  
88 shall last 180 days, although at the mortgagor's request, the period of forbearance may begin in  
89 an increment shorter than 180 days and then extended at the mortgagor's request. The  
90 forbearance shall be extended for an additional 180 days at the mortgagor's request. Fees,  
91 penalties or interest beyond the amounts scheduled and calculated as if the mortgagor made all  
92 contractual payments on time and in full under the terms of the mortgage contract shall not  
93 accrue during the period of forbearance granted under this subsection. A payment subject to the  
94 forbearance, including any escrow payments required to be paid in the mortgage contract, shall  
95 be added to the end of the term of the loan unless otherwise agreed to by the mortgagor and  
96 mortgagee. Nothing in this subsection shall prohibit a mortgagor and mortgagee from entering  
97 into an alternative payment agreement for the payments subject to the forbearance. The  
98 mortgagee shall not furnish information to a consumer reporting agency related to mortgage

99 payments subject to forbearance under this act. Nothing in this Act reduces a mortgagor's rights  
100 under the CARES Act as applied to federally backed mortgage loans.

101 (b) Notwithstanding any general or special law, rule, or regulation to the contrary, a  
102 creditor or mortgagee shall grant forbearance to a mortgage loan for residential property owned  
103 by a nonprofit entity (or an affiliate or agent of such non-profit entity) or where the mortgagor  
104 (including affiliates and agents) owns 15 or fewer residential apartments, if the mortgagor  
105 submits a request to the mortgagor's servicer affirming that the mortgagor has experienced a  
106 financial impact from COVID-19. The forbearance shall last 180 days, although at the  
107 mortgagor's request, the period of forbearance may begin in an increment shorter than 180 days  
108 and then extended at the mortgagor's request, may be extended an additional 180 days at the  
109 mortgagor's request, and shall be offered on the same terms and conditions as those specified at  
110 Section 5(b) of Chapter 65 of the Acts of 2020, as amended by Section 6(a) of this statute and  
111 must be requested on or prior to the date specified at Section 7 of Chapter 65 of the Acts of 2020.

112 (c) A mortgagor who has requested and received mortgage forbearance under this section  
113 or under Section 5(b) of Chapter 65 of the Acts of 2020, as amended by this statute, must, for  
114 each month of the mortgage forbearance period, waive and forever hold tenants harmless from  
115 the obligation to pay that month's rent for each rental unit located on the property that is secured  
116 by the mortgage and which is occupied by a household who resided lawfully in the unit as of  
117 March 10, 2020, except where the mortgagor demonstrates by clear and convincing evidence that  
118 the tenant's failure to pay rent did not result from a loss of income or other change in economic  
119 circumstances caused directly or indirectly by the conditions and/or events described in the  
120 Emergency Declaration.

121 SECTION 7.

122 The commissioner of banks and/or the office of the Attorney General, to the extent  
123 feasible and practicable in facilitating the timely implementation of this act, may develop and  
124 promulgate regulations and standardized forms for the written documentation required in section  
125 6; provided, however, that the absence of such forms shall not render the provisions of this act  
126 inoperable.

127 SECTION 8.

128 (a) There shall be established and set upon the books a COVID-19 Housing Stability and  
129 Recovery Fund (Fund) to be administered by the department of housing and community  
130 development, to provide assistance to owners of residential units who were unable to pay  
131 housing and housing-related costs for reasons related directly or indirectly to the conditions or  
132 events described in the Emergency Declaration. Priority for such funds shall be given to owner-  
133 occupant landlords, elderly landlords on fixed incomes, non-profit landlords, and Massachusetts-  
134 based commercial landlords owning 15 or fewer units, with oversight from an Oversight and  
135 Advisory Board.

136 (b) The said Fund shall consist of public and private sources such as revenue from  
137 appropriations or other monies authorized by the general court and specifically designated to be  
138 credited to the fund, funds from the federal government, and all other sources. Money remaining  
139 in the fund at the end of a fiscal year shall not revert to the general fund.

140 (c) An Oversight and Advisory Board shall be comprised of members of the Legislature's  
141 coronavirus working groups, who will select no fewer than 8 people from communities hardest  
142 hit by the COVID-19 pandemic, assessed by the rate of COVID-19 cases in municipalities and

143 neighborhoods and informed by the fact that there are disparities in COVID-19 infection rates by  
144 race, ethnicity, and income. The Oversight and Advisory Board shall monitor and evaluate the  
145 use of funds to ensure they are equitably distributed, with priority given to low- and middle-  
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147 recommendations regarding the administration of the fund. The Oversight and Advisory Board  
148 shall pursue all federal, state, and other funds available to assist renters and homeowners.

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151 sole and exclusive jurisdiction over all civil claims for rent or mortgage payments due and  
152 payable during the period running from March 10, 2020 until 12 months after the date the  
153 Emergency Declaration is rescinded.

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155 Violations of this chapter shall constitute unfair or deceptive acts or practices as that term  
156 is defined under G.L. c. 93A, § 2 and/or 940 C.M.R. 3.00 et seq., and shall be enforceable by the  
157 Attorney General as well as by aggrieved tenants, homeowners, or other occupants in the same  
158 manner and to the same extent as other violations of c. 93A. All the remedies of G.L. c. 93A  
159 shall be available for violations of all sections of this chapter.

160 SECTION 11.

161 If any provision or provisions of this chapter is or are declared unconstitutional or  
162 inoperative by a final judgment, order or decree of the supreme court of the United States or of

163 the supreme judicial court of the commonwealth, the remaining parts of said chapter shall not be  
164 affected thereby.