

Mark Pruhenski
Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

Selectboard Regular Meeting via Zoom
Order of Agenda for Monday, January 10, 2022, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84727797185?pwd=NDFRUjFITE12eDN3bE5LaTNBQ0RmZz09>

Webinar ID: 84727797185

Passcode: 528528

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

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

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

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
 - a. December 13, 2021
 - b. December 20, 2022
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
 - b. Division Street Bridge
 - c. Housatonic School Roof
 - d. Berkshire Benchmarks Survey
5. PUBLIC HEARINGS
 - a. Sandy Mason, Manager for a new Common Victualler Restaurant Wines and Malt Liquor License for Thai Cuisine MA LLC d/b/a Siam Square Thai Cuisine at 290 Main Street Great Barrington MA 01230.

6. NEW BUSINESS

- a. Tax Exemption and Discount Options
- b. Opt-in to the Massachusetts Property Assessed Clean Energy (PACE) program
- c. Housatonic School–Request for Proposals (RFP) timeline and Process
- d. Short-Term Rental Bylaw- Next Steps

7. CITIZEN SPEAK TIME

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

8. SELECTBOARD’S TIME

9. MEDIA TIME

10. ADJOURNMENT

NEXT SELECTBOARD MEETING

January 24, 2022

January 31, 2022 Priority Planning

February 14, 2022



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.

5.

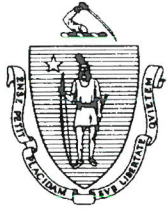
Sandy Mason, Manager for a new Common Victualler Restaurant Wines and Malt Liquor License for Thai Cuisine MA LLC d/b/a Siam Square Thai Cuisine at 290 Main Street Great Barrington MA 01230.

**TOWN OF GREAT BARRINGTON
NOTICE OF PUBLIC HEARING**

The Selectboard will hold a public hearing on Monday, January 10, 2022 at 6:00 PM, via Zoom to act on the application of Thai Cuisine MA LLC d/b/a Siam Square Thai Cuisine, Sandy Mason, Manager for a new Common Victualler Restaurant Wines and Malt Liquor License at 290 Main Street Great Barrington MA 01230.

Stephen Bannon
Chair

PLEASE PUBLISH Thursday December 23, 2021



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

floor plan attached
no alteration

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	August 2021
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Sandy Mason	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager	100	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☒ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Sandy Mason	wine & malt beverages	Tanyaporn Inc.	

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Reiston Enterprises Inc.

Landlord Phone 413-528-9841

Landlord Email

Landlord Address P.O. Box 99, South Egremont, MA 01258

Lease Beginning Date 4/1/2021

Rent per Month 4,000.00

Lease Ending Date 3/31/2022

Rent per Year 48,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0.00
B. Purchase Price for Business Assets	100,000.00
C. Other * (Please specify below)	
D. Total Cost	100,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Sandy Mason	100,000.00
Total:	100,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
N/A			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

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9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

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10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name	Sandy Mason	Date of Birth	[REDACTED]	SSN	[REDACTED]
Residential Address	5 Brook Lane, Great Barrington, MA 01230				
Email	[REDACTED]	Phone	413-644-9119		
Please indicate how many hours per week you intend to be on the licensed premises		60			

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?* ☒ Yes ☐ No *Manager must be a U.S. Citizen
If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.
Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.


Start Date	End Date	Position	Employer	Supervisor Name
01/17/2017	present	manager	Rama Thai	Sandy Mason
01/2013	01/2018	manager	Chabu Thai	Sandy Mason

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature  Date **NOVEMBER 22, 2021**

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes ☐ No ☒
b. Will the licensee retain control of the business finances? Yes ☒ No ☐
c. Does the management entity handle the payroll for the business? Yes ☐ No ☒

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- ☐ \$ per month/year (indicate amount)
☐ % of alcohol sales (indicate percentage)
☐ % of overall sales (indicate percentage)
☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature: 

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

I, SANDY MASON the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Thai Cuisine MA LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date:

November 22, 2021

Title:

manager

6.a

Tax Exemption and Discount Options

Great Barrington Residential Exemption Study

METODOLOGY:

The data for the study was derived from the Assessors Fiscal Year 2022 parcel valuation. The valuations have received approval from the Massachusetts Department of Revenue. Based on this data the predicted Option 1 tax rate is \$14.86 per one thousand dollars of valuation.

Residential parcels were analyzed to estimate eligibility for an owner occupied home and predict amounts of benefit or cost to those parcels. Eligibility was determined as follows:

Establish count, value and average of all residential parcels.

Count = 3,456 - Value = \$1,349,084,781 – Average value = \$390,360

Remove parcels without a residential dwelling (vacant land), vacation homes, corporate ownership, and tax billing address outside of Great Barrington to establish predicted eligibility for exemption.

Count = 3,456 – Ineligible = 1,445 (42%) – Eligible – 2,011 (58%)

Apply the value exemption for each parcel based on the percent of average value (\$390,360) using an exemption percent of 10%, 24%, and 35% of that average. (No value can be reduced by more than 90%)

The results are broken out in 3 groups they are Qualified and pay less tax, Qualified and pay more tax, and Not Qualified and pay more tax. Further we break down each class on a percentile based on value and show the new residential tax rate required. The results are as follows:

There are 1,801 Qualified parcels that will receive a reduction in taxation. Lower value homes receive the greatest benefit.

Average Qualified Benefit By Percentile Fiscal Year 2022					
Max Value	#Parcels	% Benefit	10% @ \$15.78	24% @ \$17.27	35% @ \$18.64
\$211,600	182	15.11%	\$458	\$1,182	\$1,762
\$237,440	179	13.16%	\$408	\$1,072	\$1,690
\$261,500	181	12.63%	\$387	\$1,017	\$1,604
\$282,380	179	11.96%	\$366	\$963	\$1,520
\$308,700	180	11.24%	\$344	\$906	\$1,430
\$340,220	181	10.37%	\$318	\$836	\$1,320
\$385,540	179	9.23%	\$283	\$744	\$1,175
\$442,000	180	7.77%	\$238	\$627	\$991
\$517,560	180	5.91%	\$181	\$477	\$756
\$673,732	180	2.63%	\$81	\$213	\$338
TOTAL BENEFIT ALL			\$551,349	\$1,448,220	\$2,269,331
AVERAGE BENEFIT ALL			\$306	\$804	\$1,260

There are 209 parcels that receive a reduction in value but because of the new calculated tax rate will pay more taxes. These parcels fund approximately 12% of the benefit.

Average Qualified Costs By Percentile Fiscal Year 2022					
Max Value	#Parcels	% Cost	10% @ \$15.78	24% @ \$17.27	35% @ \$18.64
\$699,790	21	0.06%	\$14	\$35	\$55
\$727,300	21	0.15%	\$39	\$97	\$154
\$762,160	21	0.25%	\$65	\$167	\$265
\$794,640	21	0.36%	\$94	\$242	\$378
\$842,200	21	0.49%	\$130	\$335	\$525
\$898,060	21	0.67%	\$178	\$461	\$725
\$988,660	21	0.95%	\$250	\$650	\$1,019
\$1,106,700	21	1.32%	\$349	\$909	\$1,417
\$1,336,960	21	1.83%	\$482	\$1,257	\$1,963
\$6,988,500	20	5.82%	\$1,321	\$3,455	\$5,410
TOTAL COST ALL			\$65,836	\$171,550	\$267,188
AVERAGE COST ALL			\$315	\$821	\$1,278

There are 1,445 parcels that are vacant land, vacation homes, have corporate ownership, or do not reside in Great Barrington. These parcels fund approximately 88% of the program benefit.

Average Non-Qualified Costs By Percentile Fiscal Year 2022					
Max Value	#Parcels	% Cost	10% @ \$15.78	24% @ \$17.27	35% @ \$18.64
\$13,940	145	0.13%	\$5	\$13	\$20
\$64,200	144	0.79%	\$30	\$80	\$125
\$111,960	145	2.24%	\$86	\$224	\$351
\$176,864	144	3.39%	\$130	\$342	\$536
\$238,600	145	4.91%	\$188	\$492	\$771
\$313,680	144	6.60%	\$254	\$665	\$1,043
\$399,000	145	8.49%	\$324	\$850	\$1,333
\$551,280	144	11.30%	\$435	\$1,138	\$1,786
\$781,080	144	15.73%	\$605	\$1,585	\$2,486
\$6,049,500	145	34.53%	\$1,289	\$3,377	\$5,297
TOTAL COST ALL			\$485,513	\$1,276,670	\$2,002,142
AVERAGE COST ALL			\$336	\$884	\$1,386

Considerations:

Nearly 60% of residential dwelling in Great Barrington are owner occupied. The cost of the program is supported by the remaining 40%. Also, 56% of the benefit received will be paid by only 9% or 309 parcel owners.

Vacation homes are already taxed at the current rate of \$14.86 and pay \$147,000 in personal property tax. The residential exemption program would result in a double taxation.

There are 594 vacant parcels in Great Barrington with a total value of \$50,497,000. These parcels receive little or no services provided by the Town. Also, 318 of these parcels are owned by residents of the Town so in effect they would be paying much of any benefit received back to them self.

Vacant parcels in excess of 5 acres can apply for an assessment under the Commonwealths Chapter Land program. There are currently 2,500 acres of vacant residential land in this group that pay \$1,500,000 in property taxes. Any residential parcel that moves to Chapter would be taxed at a much reduced value as commercial property. Such an outcome could result in adding \$66.36 to the average residential tax bill.

There are currently 344 parcels in Town that have multi-unit or apartment dwellings. Many of these would fund the residential exemption program. It is highly likely that increased taxes on these properties would result in higher rents charged by owners to these tenants who are also residents of the Town.

6.b.

Obt-in to the Massachusetts Property Assessed Clean Energy (PACE) Program

EXECUTIVE SUMMARY

TITLE: Property Assessed Clean Energy (PACE)

BACKGROUND: PACE Massachusetts is a program for owners of private property to utilize a long-term financing option to make energy improvements to existing commercial and industrial buildings, multifamily properties with five-plus units, and buildings owned by nonprofits. The program enables the property owners to fund energy efficiency and renewable energy projects by agreeing to a betterment assessment on their property, which repays the financing, and a lien. This approach enables owners to undertake more comprehensive energy upgrades with longer payback periods, of up to 20 years, than they may do through conventional financing. At property sale, the assessment stays with the property and is transferred to subsequent property owners.

The betterment assessment is billed to the property via the tax bill, and then the Town disburses the funds to MassDevelopment. The Town is not responsible to collect delinquent payments, and the Town's tax liens still take super priority (PACE liens are second).

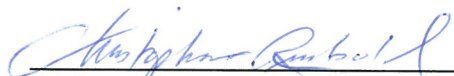
In order for properties in a municipality to utilize this financing, the Town must vote to opt into PACE Massachusetts. There are 50 municipalities currently in the program.

More information is included in the attached slide deck dated January 2022 which staff from Mass Development will present to the Selectboard.

FISCAL IMPACT: MassDevelopment staff have reviewed the program with appropriate Town staff including the Assessor and Treasurer/Collector. Staff believes there will be little, if any, impact on staffing or on revenue. MassDevelopment staff will assist the Town in setting up the program in existing billing software.

RECOMMENDATION: The Selectboard vote to opt into PACE Massachusetts. Please read directly from the attached form of vote (see next page).

WRITTEN BY:



Assistant Town Manager /
Director of Planning and Community Development

DATE: 1-4-2022

APPROVED BY:



Town Manager

DATE: 1-6-2022

Vote Authorizing the Town of Great Barrington to Participate in the Massachusetts Commercial Property Assessed Clean Energy Program (PACE Massachusetts)

WHEREAS, pursuant to M.G.L. c. 23M, as amended (the “PACE Act”), the Commonwealth has established a commercial sustainable energy program known as the Massachusetts Property Assessed Clean Energy Program (“PACE Massachusetts”) to provide a financing mechanism (“PACE financing”) to private owners of commercial and industrial properties for certain qualifying commercial energy improvements (“improvements”); and

WHEREAS, pursuant to the PACE Act, PACE Massachusetts is administered by the Massachusetts Development Finance Agency (“MassDevelopment”), in consultation with the Massachusetts Department of Energy Resources; and

WHEREAS, under PACE Massachusetts, the owner of the commercial or industrial property benefitting from the improvements (the “benefitted property”) is required to repay the PACE financing through the payment of a betterment assessment (a “PACE betterment assessment”) placed on such benefitted property by the municipality in which the benefitted property is located; and

WHEREAS, in order for an owner of commercial or industrial property to participate in PACE Massachusetts, Section 2 of the PACE Act requires that the municipality in which such property is located must elect to participate in PACE Massachusetts; and

WHEREAS, the Town of Great Barrington (the “Town”) has determined that it is in the best interest of the Town to participate in PACE Massachusetts as a “participating municipality,” as provided in the PACE Act, to permit the owners of commercial and industrial properties located in the Town to access PACE financing for qualifying commercial energy improvements through PACE Massachusetts;

 **NOW, THEREFORE, BE IT VOTED** as follows: 

The Selectboard of the Town of Great Barrington hereby approves the Town participating in PACE Massachusetts pursuant to the PACE Act, and authorizes the Town Manager to enter into a PACE Massachusetts Municipal Assessment and Assignment Agreement (the “Agreement”) with MassDevelopment, pursuant to which the Town will agree to (i) levy PACE betterment assessments and impose PACE betterment assessment liens on benefitted properties located in the Town, in the amounts determined by MassDevelopment to be sufficient to repay the PACE financing, (ii) assign the PACE betterment assessment liens to MassDevelopment, which MassDevelopment may in turn assign to the providers of the PACE financing (each a “capital provider”), as collateral for such PACE financing, (iii) include on the property tax bills for the benefitted properties the installment payments necessary to repay the PACE betterment assessments, in the amounts and at the times as determined by MassDevelopment, (iv) collect and pay over to MassDevelopment or its designee, the PACE betterment assessment installment payments, as and when collected, and (v) enforce, to the extent required by the Agreement, the PACE betterment assessments and liens; the Agreement to be substantially in the form presented to this meeting, with such changes, modifications and insertions as the Town Manager may approve as being in the best interest of the Town. The Treasurer/Collector of the Town or such other Town officer or agency as may be designated in the Agreement is authorized to levy such PACE betterment assessments and impose the PACE betterment assessment liens on behalf of the Town without further authorization by the Selectboard.

Notwithstanding any other provision of law to the contrary, officers and officials of the Town, including, without limitation, Town tax assessors and tax collectors, are not personally liable to MassDevelopment or to any other person for claims, of whatever kind or nature, under or related to PACE Massachusetts, including, without limitation, claims for or related to uncollected PACE betterment assessments. Other than fulfillment of the obligations specified in the Agreement, the Town has no liability to the owner of the benefitted property or to any capital provider related to the Town's participation in PACE Massachusetts.

**PACE MASSACHUSETTS
MUNICIPAL ASSESSMENT AND ASSIGNMENT AGREEMENT**

This Municipal Assessment and Assignment Agreement (this "Agreement") is made and entered into as of the ____ day of _____, 20__, by and between the [CITY/TOWN OF _____] (the "Municipality"), a political subdivision of The Commonwealth of Massachusetts (the "Commonwealth"), and **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY** ("MassDevelopment"), a body politic and corporate and a public instrumentality of the Commonwealth.

RECITALS

WHEREAS, pursuant to M.G.L. Ch. 23M (as amended from time to time, the "PACE Act"), the Commonwealth has established a commercial sustainable energy program known as the Massachusetts Property Assessed Clean Energy Program ("PACE Massachusetts") to provide a financing mechanism to private owners of qualifying commercial and industrial properties for certain qualifying commercial energy improvements ("Improvements"); and

WHEREAS, pursuant to the PACE Act, PACE Massachusetts is administered by MassDevelopment, in consultation with the Massachusetts Department of Energy Resources ("DOER"); and

WHEREAS, under PACE Massachusetts, the owner of the qualifying commercial or industrial property benefitting from the improvements (the "benefitted property") is required to repay the financing through the payment of a betterment assessment levied on such benefitted property by the municipality in which the benefitted property is located; and

WHEREAS, in order for an owner of qualifying commercial or industrial property (an "Owner") to participate in PACE Massachusetts, the PACE Act requires that the municipality in which the benefitted property is located must elect to participate in PACE Massachusetts; and

WHEREAS, the Municipality, pursuant to a [vote/resolution], adopted on _____, __, 20__ has elected to participate in PACE Massachusetts as a "participating municipality" as provided in the PACE Act, to permit the Owners of qualifying commercial and industrial properties located in the Municipality to access financing for Improvements through PACE Massachusetts; and

WHEREAS, the Municipality and MassDevelopment desire to set forth their respective obligations with respect to the levying of betterment assessments and the imposition of betterment assessment liens upon benefitted properties within the Municipality to secure the financing of Improvements to such benefitted properties;

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the PACE Act, the Municipality and MassDevelopment hereby agree as follows:

Section 1. Definitions.

In addition to the terms set forth in the Recitals to this Agreement, the following terms shall have the following meanings as used in this Agreement:

(a) "Bonds" means bonds, notes or other obligations issued or incurred by MassDevelopment in connection with providing funding for Improvements to benefitted properties within the Municipality.

(b) "Business Day" means any day which is not (i) a Saturday, or (ii) a Sunday, or (iii) another day of the year on which banks located in Boston, Massachusetts are required or authorized by law or by executive order to close.

(c) "Chapter 80" means M.G.L. Ch. 80, as amended from time to time.

(d) "Closing Date" means the date on which a Financing Agreement is to be effective, and all conditions to the execution and delivery of the Financing Agreement by an Owner and the applicable Capital Provider have been met.

(e) "Financing Agreement" means a PACE Massachusetts Financing Agreement between the Owner of benefitted property within the Municipality and a Capital Provider.

(f) "Capital Provider" means the provider of PACE financing for Improvements to benefitted property within the Municipality that has entered into a Financing Agreement with the Owner of such benefitted property.

(g) "PACE Betterment Assessment" means a betterment assessment levied by the Municipality on benefitted property located in the Municipality to secure the obligations of an Owner under a Financing Agreement, in accordance with the PACE Act and Chapter 80.

(h) "PACE Lien" means a lien on benefitted property imposed by the Municipality in connection with levying a PACE Betterment Assessment on such benefitted property, in accordance with the provisions of the PACE Act and Chapter 80.

(i) "Paying Agent" means Zions Bancorporation, National Association.

(j) "Payment Schedule" has the meaning assigned to such term in Section 2(b)(i).

(k) "Registry" means the Registry of Deeds or Registry District of the Land Court identified in **Exhibit B**.

(l) "Servicer" means MuniCap, Inc.

(m) "Term" has the meaning assigned to such term in Section 5.

Section 2. Obligations of MassDevelopment. MassDevelopment shall:

(a) Provide a Notice of Benefitted Property, in the form of **Exhibit A** attached hereto (the "Preliminary Notice"), to the Municipality when a project proposed by an Owner who has filed an application with MassDevelopment for participation in PACE Massachusetts has been approved by DOER and MassDevelopment has determined that the project complies with the financial underwriting guidelines for PACE Massachusetts established by MassDevelopment. The Preliminary Notice shall be signed by MassDevelopment and acknowledged by the applicable Owner. The Preliminary Notice shall include:

1. an estimate of the aggregate amount of the PACE Betterment Assessment to be levied on the benefitted property; and
2. appropriate documentation to identify the benefitted property for purposes of levying the PACE Betterment Assessment and recording the corresponding PACE Lien.

(b) Provide a Notice of PACE Betterment Assessment and Lien, in the form of **Exhibit B** attached hereto (the "Final Notice"), to the Municipality not later than seven Business Days prior to the applicable Closing Date, indicating the amount of the PACE Betterment Assessment to be levied on each

benefitted property and of the corresponding PACE Lien to be placed upon such benefitted property. The total amount of the PACE Betterment Assessment shall include the total cost of the Improvements financed, including interest on such financing, and any fees and costs to be financed through such PACE Betterment Assessment. The Final Notice shall be signed by MassDevelopment and consented to by the applicable Owner. The Final Notice shall include:

1. a copy of the payment schedule (the "Payment Schedule") that is to be a part of the Financing Agreement, which shall indicate the portion of the PACE Betterment Assessment to be included on each property tax bill issued by the Municipality with respect to such benefitted property, including the required PACE Betterment Assessment payment date. It is expected that the Payment Schedule will indicate that the PACE Betterment Assessment shall be payable in equal [semi-annual/quarterly installment payments on May 1 and November 1/February 1, May 1, August 1 and November 1] of each calendar year so that they are due at the same time as the [quarterly/semi-annual installments] of the Municipality's real property taxes. If the Municipality changes, or is required by law to change, its practices concerning the billing of real property taxes as to the number of installments and their due dates, MassDevelopment will endeavor to change the Payment Schedule, to the extent possible, to correspond with the Municipality's practices;
2. a completed Form of PACE Massachusetts Betterment Assessment Statement, in the form of **Exhibit C** attached hereto;
3. confirmation that all holders of mortgage liens on the benefitted property have consented to the PACE financing and to the Municipality placing a PACE Lien upon the benefitted property to secure the respective Owner's obligations with respect to such financing, which PACE Lien shall be senior to the liens of such mortgage holders;
4. a completed PACE Massachusetts Municipal Assignment with respect to the benefitted property, in the form of **Exhibit D** attached hereto and
5. the date on which the PACE Betterment Assessment is to be levied and the PACE Lien recorded, which shall not be less than seven Business Days from receipt of the Final Notice from MassDevelopment.

(c) MassDevelopment or its designee shall promptly provide notice to the Municipality following MassDevelopment's receipt of notice under a Financing Agreement of an Owner's prepayment of its PACE Betterment Assessment.

(d) MassDevelopment or its designee shall promptly provide notice to the Municipality following MassDevelopment's receipt of notice under a Financing Agreement of an Owner's sale or transfer of the Property and the name of the subsequent Owner, as provided to MassDevelopment.

Section 3. Obligations of the Municipality.

(a) Acknowledgement of PACE Betterment Assessment. Upon receipt of a Preliminary Notice, in the form of a completed **Exhibit A**, from MassDevelopment, the Municipality shall acknowledge receipt, where indicated, and return a copy of the same to MassDevelopment within 10 Business Days following receipt.

(b) Levy of PACE Betterment Assessment. Upon receipt of a Final Notice, in the form of a completed **Exhibit B**, from MassDevelopment, the Assessing Board of the Municipality, on the date set forth in the Final Notice, shall levy the PACE Betterment Assessment on the benefitted property, in accordance with the provisions of Chapter 80 to the extent applicable and consistent with the PACE Act, and shall place on and record, or cause to be recorded as set forth in paragraph (c) below, in the Registry

a PACE Lien on the benefitted property, in the form of the PACE Massachusetts Betterment Assessment Statement attached to the Final Notice, in accordance with Chapter 80 and the PACE Act. The PACE Massachusetts Betterment Assessment Statement will have three attachments: (i) the legal description of the benefitted property, (ii) the Payment Schedule, and (iii) a copy of the Financing Agreement. As provided in the PACE Act, the PACE Betterment Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the benefitted property until they are paid, notwithstanding the provisions of Chapter 80, Section 12, and shall continue notwithstanding any alienation or conveyance of the benefitted property. The PACE Lien shall be collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and lien priorities as provided in the PACE Act. The costs of recording the PACE Lien shall be paid by MassDevelopment, through its program origination fee paid by the applicable Owner.

(c) Notification of Recording; Designation of MassDevelopment. Upon recording of the PACE Lien in the Registry, the Assessing Board of the Municipality shall notify or cause to be notified the applicable Owner, providing a copy of the recorded PACE Lien. The Municipality hereby designates MassDevelopment as its designee to record, on behalf of the Municipality, the PACE Lien in the Registry, and upon recording, to notify the Owner in writing of such recording and provide a copy of the recorded PACE Lien to the Owner. MassDevelopment shall be responsible for recording the PACE Lien in the Registry, at the expense of the applicable Owner.

(d) Continuation, Recording and Release of PACE Lien. As provided in the Act, each PACE Lien shall be continued, recorded and released in the manner provided for property tax liens. Subject to the consent of existing mortgage holders, each PACE Lien shall take precedence over all other liens or encumbrances, except a lien for taxes of the Municipality on real property.

(e) Assignment of PACE Lien. The Municipality shall assign, in the form of **Exhibit D** as attached to the Final Notice, to MassDevelopment each PACE Lien recorded by or on behalf of the Municipality's tax collector, as provided in this Agreement. MassDevelopment shall be responsible for recording such assignment in the Registry, at the expense of the applicable Owner.

The Municipality acknowledges and agrees that MassDevelopment may sell or assign, for consideration, any and all PACE Liens so assigned to MassDevelopment by the Municipality. MassDevelopment also may assign its rights under this Agreement and any PACE Liens to a trustee for any Bonds that MassDevelopment may issue from time to time. The assignee of a PACE Lien shall have and possess the same powers and rights at law or in equity as MassDevelopment and the Municipality and its tax collector would have had if the PACE Lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest, and the fees and expenses of collection. The assignee shall have the same rights to enforce such PACE Lien as any private party holding a lien on real property, including, but not limited to, foreclosure in a manner consistent with the rights afforded a mortgagee under the provisions of M.G.L. Ch. 183, §21, and an action of contract or any other appropriate action, suit or proceeding, as provided in the PACE Act.

(f) Amendment of the PACE Betterment Assessment and Lien; Prepayment.

Pursuant to a Financing Agreement, the final amount of a PACE Betterment Assessment may be adjusted after the levy of the PACE Betterment Assessment and recording of the PACE Lien. In the event that the final PACE Betterment Assessment amount needs to be adjusted at the completion of the Improvements, or at any other time, MassDevelopment will notify the Municipality of such change, and provide the Municipality with an amended PACE Massachusetts Betterment Assessment Statement, including an updated Payment Schedule and new amount of the PACE Betterment Assessment and PACE Lien. The Municipality shall adjust the PACE Betterment Assessment in the assessing and taxing records of the Municipality to permit the adjusted PACE Betterment Assessment to be included on the property tax bill for the applicable benefitted property as soon as practicable. The Municipality will execute the amended PACE Massachusetts Betterment Assessment Statement and return the same to MassDevelopment. MassDevelopment or, if the applicable PACE Lien has been assigned by

MassDevelopment, the applicable assignee will be responsible for the recording of the amended PACE Massachusetts Betterment Assessment Statement in the Registry.

(g) Billing and Collection; Payment to MassDevelopment.

1. The Municipality shall bill the PACE Betterment Assessments in the same manner and at the same time as it bills its [quarterly/semi-annual installments] of its real property taxes. The PACE Betterment Assessment payments shall be a separate clearly defined line item on the property tax bill for the benefitted property and shall be due on the dates set forth in the Payment Schedule. The amount of the PACE Betterment Assessment will be recorded on the Municipality's tax rolls in the same manner as any other betterment assessment, such that the public will have access to its existence and payment status. The penalties and interest on delinquent PACE Betterment Assessments shall be charged in the same manner and rate as the Municipality charges for delinquent real property taxes.
2. The Municipality shall pay or cause to be paid all amounts collected with respect to the PACE Betterment Assessments to the Paying Agent as soon as practicable but no later than 30 days after receipt by the Municipality of the collected amounts.

(h) Collection of Delinquent Payments.

1. In the event that any Owner fails to make a PACE Betterment Assessment payment at the applicable time and in the applicable amount set forth on the Payment Schedule and included in the property tax bill for the benefitted property, the Municipality shall, no later than 30 days following the due date of any such payment, send a notice of demand to the Owner setting forth the amounts due, in the same form as the Municipality provides for delinquent real property taxes. The Municipality shall provide or cause to be provided, at the same time the notice of demand is sent to the Owner, a copy of the notice to MassDevelopment and the Servicer. After providing such notice to MassDevelopment and the Servicer, the Municipality shall have no obligation to take any further actions to enforce the PACE Lien or to collect the delinquent PACE Betterment Assessment payments, other than continuing to include the PACE Betterment Assessment on the property tax bill for the applicable benefitted property, including any penalties, interest and fees in the same manner applicable to delinquent real property taxes, and including the delinquent PACE Betterment Assessment payments in any additional demand notices sent to the Owner with respect to delinquent real property tax payments, if any, unless the Municipality enters into a separate agreement with MassDevelopment described in the following paragraph 2.

2. If MassDevelopment makes a written request to the Municipality for its assistance in the collection of delinquent PACE Betterment Assessments and related charges, other than the providing of a notice of demand as set forth in paragraph (h)(1), the Municipality, in its sole discretion, and MassDevelopment may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent PACE Betterment Assessment payments with the same diligence it employs in the collection of the Municipality's real property taxes, and to take such actions as are required to preserve the PACE Lien. The agreement may also provide that MassDevelopment shall have the right to take over the enforcement of any delinquent PACE Betterment Assessment payments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amounts.

3. The Municipality will provide not less than 30 days' prior written notice to MassDevelopment and the Servicer, of any sale or assignment of its real property taxes, or any institution of a foreclosure, tax taking or other proceeding against any benefitted property for delinquent real property taxes or other betterment assessments. Similarly, MassDevelopment

shall provide or cause to be provided not less than 30 days' prior written notice to the Municipality of the institution of a foreclosure or other proceeding, of which MassDevelopment has knowledge, against any benefitted property for delinquent PACE Betterment Assessment payments.

(i) Allocation of Insufficient Payments.

The Municipality and MassDevelopment each acknowledge and agree that if an Owner fails to pay in full on any payment due date the full amount of the real property taxes, betterment assessments (including PACE Betterment Assessment payments), and any other charges due to the Municipality and included on the property tax bill for a benefitted property, any amounts received by the Municipality in payment of such taxes, assessments and charges, including any amounts received in payment of penalties or interest for prior delinquent payments, shall be applied first, to pay such real property taxes, betterment assessments (other than the PACE Betterment Assessment payments), and other charges (collectively, "Municipal Charges"), including penalties, interest and fees included in such property tax bill for any prior delinquent Municipal Charges, and second, to pay the PACE Betterment Assessment payments due, including any penalties, interest and fees included in such property tax bill for any prior delinquent PACE Betterment Assessment payments. Any subsequent payments received by the Municipality with respect to such Municipal Charges and PACE Betterment Assessment payments shall be applied in the same order as set forth in the prior sentence. Nothing in this paragraph is intended to affect the lien priority established with respect to PACE Liens under the PACE Act.

(j) Records; Audits.

MassDevelopment and its agents, at MassDevelopment's own expense, shall have the right to audit the records maintained by the Municipality or its designee relating to the PACE Betterment Assessment payments upon reasonable notice and during the Municipality's normal business hours. The Municipality also will permit any assignee of MassDevelopment of a PACE Lien, at such assignee's own expense, to audit the records maintained by the Municipality or its designee relating to the PACE Betterment Assessment payments upon reasonable prior written notice to the Municipality and during the Municipality's normal business hours. MassDevelopment and the Municipality agree to provide each other with such reasonable information as they may request and as is available with respect to the PACE Betterment Assessment and payments; MassDevelopment and the Municipality agree to provide such information in a computer format satisfactory to the other.

(k) Promotion of Program; Assistance for PACE Financing; Payment to Municipality.

1. The Municipality shall use good faith efforts to assist MassDevelopment in local marketing efforts and outreach to the local business community to encourage participation in PACE Massachusetts, such as including PACE Massachusetts program information on the Municipality's website, distributing an informational letter from the Municipality to local businesses regarding the program, any such information to be prepared by MassDevelopment and provided to the Municipality, and joining with MassDevelopment in conducting business roundtable events held in the Municipality.

2. The Municipality shall use good faith efforts to assist in gathering and providing information to MassDevelopment for use in the offer, sale and issuance of Bonds or to otherwise assist in the obtaining of financing for Improvements to benefitted properties within the Municipality.

Section 4. No Liability.

Notwithstanding any other provision of law to the contrary, officers and officials of the Municipality, including, without limitation, municipal tax assessors and tax collectors, are not personally liable to MassDevelopment or any assignee or to any other person for claims, of whatever kind or nature,

under or related to PACE Massachusetts, including, without limitation, claims for or related to uncollected PACE Betterment Assessments. Other than fulfillment of the obligations specified in this Agreement, the Municipality has no liability to any Owner or Capital Provider.

Section 5. Term.

The term of this Agreement shall commence upon the date first written above and shall continue in full force and effect until the later of (i) the Municipality elects to terminate this Agreement as provided below, and (ii) all of the PACE Betterment Assessments levied by the Municipality in accordance with this Agreement have been paid in full or are deemed no longer outstanding (the "Term"). The Municipality may elect to terminate its participation in PACE Massachusetts at any time on 60 days' prior written notice to MassDevelopment, provided that the provisions of this Agreement shall continue with regard to PACE Betterment Assessments assessed prior to such termination until those PACE Betterment Assessments have been paid in full or are no longer outstanding.

Section 6. Default.

Each party shall give the other party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within such 30-day period, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such default. The parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance; provided however, in no event shall either party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 5 of this Agreement.

Section 7. Miscellaneous Provisions.

(a) Assignment or Transfer. Except as provided in Section 3(e) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another municipality, political subdivision or agency or department of the Commonwealth or to a private party or entity, without the prior written consent of the other party and, if required, the prior approval of any trustee for or holders of any Bonds outstanding. If approval of the assignment by any such trustee or holders of any such Bonds is required, such approval shall be obtained in accordance with the indenture or other documents entered into by MassDevelopment in connection with the issuance of the applicable Bonds.

(b) Designation of Servicer. Notwithstanding the provisions of Section 7(a), MassDevelopment may designate an entity to serve as the Servicer for purposes of Sections 3(g) and (h), or any other provision hereof, upon written notice to the Municipality. Such notice may be included in a Final Notice sent pursuant to Section 2(b), or at a later date.

(c) Severability. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed, to be an original, and all of which together shall constitute but one and the same instrument.

(e) Notices. All notices, requests, consents and other communications shall be in writing and shall be in writing and shall be delivered by registered or certified mail, return receipt requested, by recognized courier service providing evidence of receipt, or delivered by hand during a Business Day to the parties as follows:

If to the Municipality:
CITY/TOWN NAME
STREET ADDRESS
CITY, STATE, ZIP CODE
Attention:

If to MassDevelopment:

Massachusetts Development Finance Agency
99 High Street
Boston, MA 02110
Attention: Executive Vice President for Finance Programs
With a copy sent to the same address addressed to:
Attention: General Counsel

If to the Servicer:

MuniCap, Inc.
8965 Guilford Road, Suite 210
Columbia, MD 21046
Attention: Keenan Rice

If to the Paying Agent:

Zions Bancorporation, National Association
401 Liberty Avenue, Suite 1729
Pittsburgh, PA 15222
Attention: Eric Mitzel, Vice President

(f) Amendment and Waivers. Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by MassDevelopment and the Municipality.

(g) Applicable Law and Venue. This Agreement and its provisions shall be governed by and construed in accordance with the laws of the Commonwealth. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be in the City of Boston, Suffolk County, Massachusetts.

(h) Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement.

(i) Headings. The headings in this Agreement are solely for convenience, do not constitute a part of this Agreement and do not affect its meaning or construction.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Municipality and MassDevelopment have each caused this Agreement to be executed and delivered as of the date indicated above:

(SEAL)

ATTEST:

[MUNICIPALITY]

By: _____
Name:
Title:

**MASSACHUSETTS DEVELOPMENT FINANCE
AGENCY**

By: _____
Name:
Title:

EXHIBIT A
FORM OF NOTICE OF BENEFITTED PROPERTY

In accordance with that certain PACE Massachusetts Municipal Assessment and Assignment Agreement, dated as of _____, 20__ (the "Agreement"), between the [CITY/TOWN OF _____], MASSACHUSETTS (the "Municipality") and MASSACHUSETTS DEVELOPMENT FINANCE AGENCY ("MassDevelopment"), MassDevelopment hereby notifies the Municipality as follows (terms used in this notice and not otherwise defined herein have the same meanings assigned to such terms in the Agreement):

1. The owner (the "Owner") identified below of the property located in the Municipality at the address set forth below (the "Benefitted Property") has filed an application with MassDevelopment for participation in PACE Massachusetts.

2. The project proposed by the Owner (the "Project") has been approved by the Massachusetts Department of Energy Resources.

3. MassDevelopment has found that the Project complies with the financial underwriting guidelines for PACE Massachusetts.

4. The estimated amount of the PACE Betterment Assessment to be levied on the Benefitted Property at the time of execution and delivery of the Financing Agreement (the "Closing") is set forth below.

5. A copy of the current property tax bill issued by the Municipality with respect to the Benefitted Property is attached to this notice.

6. Not less than seven Business Days' prior to the Closing, MassDevelopment will provide the Municipality with the final amount of the PACE Betterment Assessment to be levied on the Benefitted Property and the corresponding PACE Lien to be placed upon the Benefitted Property, in the form of a completed PACE Massachusetts Betterment Assessment Statement, together with the other information and documentation required pursuant to Section 2 of the Agreement.

MASSACHUSETTS DEVELOPMENT FINANCE
AGENCY

Date:

By: _____
Duly Authorized

Owner:

Address of Benefitted Property:

Estimated Amount of PACE Betterment Assessment: \$

ACKNOWLEDGED:

[OWNER]

By: _____
Name:
Title:

[MUNICIPALITY]

By: _____
Duly Authorized

EXHIBIT B
FORM OF NOTICE OF PACE BETTERMENT ASSESSMENT AND LIEN

In accordance with that certain PACE Massachusetts Municipal Assessment and Assignment Agreement, dated as of _____, 20__ (the "Agreement"), between the [CITY/TOWN OF _____], **MASSACHUSETTS** (the "Municipality") and **MASSACHUSETTS DEVELOPMENT FINANCE AGENCY** ("MassDevelopment"), MassDevelopment hereby notifies the Municipality as follows (terms used in this notice and not otherwise defined herein have the same meanings assigned to such terms in the Agreement):

1. MassDevelopment has previously provided you with a Notice of Benefitted Property with respect to the property located in the Municipality at the address set forth below (the "Benefitted Property").
2. The owner of the Benefitted Property (the "Owner") has entered into the Financing Agreement that is an exhibit to the PACE Massachusetts Betterment Assessment Statement attached hereto.
3. All holders of mortgage liens, if any, on the Benefitted Property have consented to a PACE Betterment Assessment being levied upon the Benefitted Property and a PACE Lien being placed on the Benefitted Property to secure the Owner's obligations under the Financing Agreement.
4. The amount of the PACE Betterment Assessment to be levied on the Benefitted Property and the corresponding PACE Lien to be placed upon the Benefitted Property is set forth below.
5. Attached as **Attachment 1** is the Payment Schedule for the PACE Betterment Assessment to be levied by the Municipality on the Benefitted Property no later than the Levy Date set forth below and collected by the Municipality in accordance with the terms of the Agreement.
6. Attached as **Attachment 2** is the PACE Massachusetts Betterment Assessment Statement, together with all attachments, to be executed by the Collector Treasurer of the Municipality and returned to MassDevelopment at least two Business Days prior to the Recording Date set forth below for recording by MassDevelopment, on behalf of the Municipality's tax collector, in the Registry identified below.
7. Attached as **Attachment 3** is the PACE Massachusetts Municipal Assignment to be executed by the Municipality and returned to MassDevelopment at least two Business Days prior to the Recording Date set forth below for recording by MassDevelopment in the Registry identified below.

MASSACHUSETTS DEVELOPMENT FINANCE AGENCY

Date:

By: _____
Duly Authorized

Owner:

Address of Benefitted Property:

Amount of PACE Betterment Assessment: \$

Levy Date: _____, 20__.

Recording Date: _____, 20__.

Registry:

CONSENTED TO:
[OWNER]

By: _____

Name:

Title:

ATTACHMENT 1
PAYMENT SCHEDULE

ATTACHMENT 2
PACE MASSACHUSETTS BETTERMENT ASSESSMENT STATEMENT

ATTACHMENT 3
PACE MASSACHUSETTS MUNICIPAL ASSIGNMENT

EXHIBIT C
FORM OF PACE MASSACHUSETTS BETTERMENT ASSESSMENT STATEMENT

COMMONWEALTH OF MASSACHUSETTS
[CITY/TOWN] OF _____
Office of _____

PACE MASSACHUSETTS BETTERMENT ASSESSMENT STATEMENT

THIS IS TO CERTIFY, in accordance with M.G.L. Ch. 23M, as amended (the "PACE Act"), and M.G.L. Ch. 80, as amended, that by [vote/resolution] of the [Board of Selectmen/Town Council/City Council] of the [City/Town] of _____, Massachusetts, dated _____, 20__, the [City/Town] of _____, Massachusetts (the "Municipality") has elected to participate in the Massachusetts Commercial Clean Energy Program ("PACE Massachusetts"), and has entered into a PACE Massachusetts Municipal Assessment and Assignment Agreement, dated _____, 20__ (the "Agreement"), with Massachusetts Development Finance Agency ("MassDevelopment") pursuant to said [vote/resolution], under which the Municipality has agreed that the [Assessing Board] of the Municipality will levy PACE betterment assessments for the costs of qualifying commercial energy improvements on those qualifying commercial and industrial properties located within the Municipality identified to the Municipality by MassDevelopment, and in the amounts determined by MassDevelopment, and that in accordance with such Agreement, MassDevelopment has notified the [Assessing Board] that a PACE betterment assessment in the amount set forth on **Attachment A** is to be levied on the property located in the Municipality and identified on **Attachment A** (the "Property"), and the [Assessing Board] has levied a PACE betterment assessment in such amount on the Property, which now constitutes a lien on the Property. Such PACE betterment assessment is to be paid in accordance with the Payment Schedule attached as **Attachment B** and the Financing Agreement attached as **Attachment C**. The PACE betterment assessment will be collected in the same manner as real property taxes of the Municipality, including in the event of default or delinquency, with respect to any penalties, fees and lien priorities. In accordance with the PACE Act, the PACE betterment assessment lien evidenced hereby shall take precedence over all other liens or encumbrances on the Property, except a lien of the Municipality for real property taxes. In accordance with the PACE Act, the PACE betterment assessment and lien run with the Property until such assessment is paid, and shall continue notwithstanding any alienation or conveyance of the Property.

IN WITNESS WHEREOF, the undersigned _____ of the [City/Town] of _____, duly authorized, has signed this notice this ____ day of _____, 20__.

OF THE [CITY/TOWN] OF _____

ATTACHMENT A

Property Owner and Description

Owner:

Address of Property:

Amount of PACE Betterment Assessment: \$ _____

Description of Property:

ATTACHMENT B

PAYMENT SCHEDULE

ATTACHMENT C

FINANCING AGREEMENT

EXHIBIT D
FORM OF PACE MASSACHUSETTS MUNICIPAL ASSIGNMENT

KNOW ALL PERSONS BY THESE PRESENTS, that the [City/Town of _____], Massachusetts (the "Assignor"), acting herein by _____, its _____, pursuant to that certain PACE Massachusetts Municipal Assessment and Assignment Agreement, dated as of _____, 20__ (the "Agreement"), between the Assignor and Massachusetts Development Finance Agency (the "Assignee"), in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, quit-claims, sells, conveys, assigns, transfers and sets over unto the Assignee, without warranty, guaranty or representation and without recourse (except as specifically set forth in the Agreement), all of its right, title and interest in and to that certain betterment assessment lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, recorded/filed in the [_____] Registry of Deeds at Book _____ Page _____/_____ Registry District of the Land Court as Document No. _____ on Certificate of Title No. _____] on property owned on the date hereof in whole or in part by the entity identified on and as described on **Attachment A** attached hereto and made a part hereof (the "Lien"), to have and to hold the same unto the Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to M.G.L. Ch. 23M §3(h).

By execution of this Assignment, the Assignor assigns to the Assignee, and the Assignee assumes, as of the date hereof, all of the rights at law or in equity, obligations, powers and duties as the Assignor and its tax collector would have with respect to the Lien, if the Lien had not been assigned with regard to precedence and priority of such lien, the accrual of interest, charges, fees and expenses of collection.

This Assignment by the Assignor is absolute and irrevocable and the Assignor shall retain no interest, reversionary or otherwise, in the Lien.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ of _____, 20__.

Assignor:

CITY/TOWN OF _____,
MASSACHUSETTS

By: _____
Name:
Title:

Attachment A

Property Owner and Description

Owner:

Address of Property:

Amount of PACE Betterment Assessment: \$

Description of Property:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 20____, before me, the undersigned notary public, personally appeared _____, the _____ of the City/Town of _____, Massachusetts proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose as _____ of the City/Town of _____, Massachusetts.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]

ACTIVE 56681982v1

EXECUTIVE SUMMARY**TITLE:** Housatonic School RFP

BACKGROUND: Staff has written a new draft RFP for the disposition of the Housatonic School. The RFP incorporates elements of previous solicitations to the extent they are required and useful, but also discusses and/or includes new information such as: the research and recommendations of the Housatonic Improvement Committee; the environmental assessment information and remediation responsibilities of the Town; and that there are CPA funds available for preservation of the building envelope. It also suggests that the Board could support additional public funding or seek additional appropriations in order support a beneficial project.

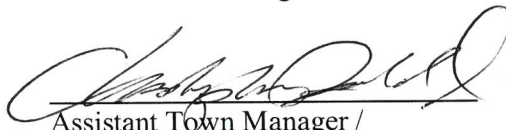
Rather than the minimum 30-day RFP period, staff recommends at least a 90-day timeline for responses, in hopes that is a sufficient amount of time for interested developers to properly evaluate the opportunity and to prepare a thoughtful response. Therefore this draft includes a deadline of April 20, 2022.

In addition to the required advertising channels, staff will send the RFP directly to parties who have recently or previously expressed interest, and to developers who we believe could be interested. Other suggested marketing and advertising strategies are welcome.


Staff is open to the Board's suggestions and any amendments to the document, the attachments and the timeline.

FISCAL IMPACT: No significant impacts; only relatively minor advertising costs.

RECOMMENDATION: The Selectboard review and approve the draft RFP, with any suggested amendments, and authorize the Town Manager to issue the RFP.

WRITTEN BY:

Assistant Town Manager /
Director of Planning and Community Development

DATE: 1-7-22**APPROVED BY:**

Town Manager

DATE: 1-7-22

From: [Chris Rembold](#)
To: [Mark Pruhenski](#)
Cc: [Amy Pulver](#)
Subject: addition for the packet
Date: Monday, January 10, 2022 9:29:23 AM

Mark,

This is the proposed statement I will read tonight for the Board to consider including in the Housatonic School RFP. I neglected to include it in the draft RFP that is in the packet

Chris

"The Town of Great Barrington is committed to a holistic view of sustainability and justice. Proposals are encouraged that take into account environmental sustainability through adaptive reuse, energy efficiency, renewable energy, green infrastructure, etc. In keeping with our commitment to diversity, equity, and inclusion, proposals that center the needs of the most marginalized through a deep commitment to affordability in housing and ideas that promote inclusion to people of color, LGBTQ community members, and those living with disabilities are also encouraged."



Christopher Rembold, AICP

Assistant Town Manager
Director of Planning and
Community Development
413-528-1619, x. 2401
crembold@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

**Town of Great Barrington, MA
Selectboard**

**REQUEST FOR PROPOSALS
FOR
DISPOSITION OF REAL PROPERTY KNOWN AS**

Housatonic School

**Located in the
Village of Housatonic
in the Town of Great Barrington**

Issued: January 19, 2022

Responses Due: April 20, 2022 by 2:00 PM

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REQUEST FOR PROPOSALS***For Purchase or Lease of Housatonic School*****Proposals Due: April 20, 2022, by 2:00 PM****I. Introduction**

Pursuant to M.G.L. c. 30B, §16, the Town of Great Barrington, acting through the Town Manager on behalf of the Selectboard, hereby requests proposals from developers to purchase or lease the Housatonic School (the "Premises"). The Housatonic School was built in 1907 and served as an elementary school until it was closed in 2003. The property is prominently located in the center of the Village of Housatonic.

The applicable terms, conditions, and restrictions are more fully set forth below. For purposes of this Request for Proposals (RFP), the proposer or developer that is ultimately awarded a lease or sale of the Premises shall hereinafter be called the "Developer," and the development and use of the Premises for the Permitted Uses shall hereinafter be called the "Project."

The purpose of this RFP is to facilitate the selection of a Developer who demonstrates the qualifications and capacity, as determined through the application of the Evaluation Criteria set forth herein, that are necessary to effectuate the redevelopment and reuse of the former Housatonic School in a manner consistent with the objectives, terms, and conditions set forth herein.

The information provided in this RFP (including all Exhibits and supplements hereinafter referred to as the "Premises Information") is believed to be accurate, but the Town makes no representation or warranty, express or implied, as to the accuracy and completeness of the description of, or information about, the Premises. The Town and Selectboard assume no liability for the inaccuracy or incompleteness of the information. The Developer assumes all risk in connection with the use of the information and releases the Town and Selectboard from any liability in connection with the use of the information by the Developer.

The Town and the Selectboard makes no representation or warranty, expressed or implied, with respect to the Premises, including without limitation, the value, quality, or character of the Premises; or its fitness or suitability for any particular use and/or the physical and environmental condition of the Premises. The Premises will be sold or leased in its "as is" condition.

II. Location and Setting

The Village of Housatonic is a New England village on the banks of the Housatonic River in the Town of Great Barrington—a commercial, cultural, dining and entertainment destination in the Berkshires of Western Massachusetts. The Village itself is home to four landmark buildings listed on the National Register of Historic Places: Housatonic Congregational Church, Monument Mills, Ramsdell Public Library, and Rising Paper Mill. The Village boasts unique homes as well as a restaurant, art galleries, recording studios, and a dance studio. The Village is eminently walkable, with calm tree-lined streets, a sidewalk network, and hiking trails lead up to the permanently conserved Flag Rock for a scenic view of the Village.

The Village of Housatonic is designated by the US Census as the Housatonic Census Designated Place (CDP) and is part of the Town of Great Barrington. The Village is located on the northern edge of the town and formed in the early 1800s around textile and paper mills. At its peak, Monument Mills, a textile manufacturer, occupied five factory buildings totaling 420,000 square feet and had 500 employees. The company built housing for its workers, many of whom were immigrants, throughout the village, and those residences continue to define the fabric and character of the village. While the Monument Mills closed in 1956, many of the mill buildings remain, some are well utilized, and several have been renovated for new uses in the creative economy including art galleries, studios, and maker spaces. The nationally-known Berkshire Mountain Bakery is in walking distance of the school. Down the road, Taft Farms offers local produce in a classic local farm stand.

The principal roadways serving the area are Interstate 90 (the Mass Pike) running east/west and having an entrance 15 minutes northeast of Housatonic, and US Route 7 and State Route 183, both of which run north/south. Housatonic is approximately five miles north of downtown Great Barrington, four miles south of downtown Stockbridge, and nine miles south of Lenox. It is also nearby multiple urban centers, including Pittsfield, MA, Albany, NY, and Hartford, CT, and is just 2.5 hours from Boston, MA and New York, NY. The area is served by Peter Pan Bus, Metro North Railroad in nearby Wassauc, NY, and intermodal facilities from Pittsfield, MA.

Distances from Housatonic

<u>Location</u>	<u>Miles</u>
Pittsfield, MA	13.5
Albany, NY	33
Hartford, CT	50
New York, NY	112
Boston, MA	118

The Town of Great Barrington is home to cultural, dining, and higher education destinations such as Bard College at Simon's Rock and the Mahaiwe Performing Arts Center, as well as the award-winning Fairview Hospital. Recreational venues abound, including Ski Butternut and Catamount, and hiking trails into permanently conserved wilderness areas and state forests. The Town has a significant commercial presence in Berkshire Corporation and Iredale Mineral Cosmetics. Regional destinations and cultural institutions include Tanglewood, the Norman Rockwell Museum, Canyon Ranch Resort, Wyndhurst Manor (formerly Cranwell Resort), and the Red Lion Inn. Major high-tech employers within a 10 to 30 minute drive include Onyx Paper, General Dynamics, Boyd Technologies, and Berkshire Sterile Manufacturing.

The Town recently has completed millions of dollars in investments in the Village of Housatonic, including park improvements and new playground equipment, new sidewalks, and updated storm drainage. The Town of Great Barrington has taken extensive efforts to rezone the village to protect and maintain its historic and appealing small town atmosphere, encourage commercial and residential development, and encourage mixed uses and shared parking.

III. Town's Objectives

The Selectboard requests proposals from interested parties, with statements of qualifications, to purchase or lease the Premises in accordance with objectives and restrictions specified herein. The primary goal of the Selectboard is for the Premises to be developed in a manner which promotes the village center, provides housing and commercial space, and is consistent with neighborhood character and characteristics, specifically the adjacent Alice Bubriski Memorial Park and the Housatonic Community Center. The building must be preserved, and the historic exterior and architectural features maintained and protected.

Insert more about the HIC recommendations...

The proposed use(s) of the building may be varied, but the Town encourages proposals for multifamily housing mixed with local businesses or community services that provide benefits to the community and Town in areas such as: support for local businesses, job creation, training, support for local economic sectors and community services. The proposed development should preserve and work well with the adjacent public park, the adjacent community center and the unique historic character of the Village of Housatonic. In addition, the proposed development may present the opportunity to be an anchor institution, business, or program that serves to support additional redevelopment of the historic mills in Housatonic.

The Selectboard welcomes creative development schemes that meet these objectives. Possible uses may include:

- Residential apartments.
- Educational program for children or adults that meets local needs.
- Business incubator or collaborative work space to enhance the development of local businesses, including small scale manufacturing and the production of products, and training programs that focus on strengthening local economic sectors.
- Vocational training program, collaborative work space, or business incubator programs focused on: multimedia, film, technology, digital arts and cultural sector, or supporting and strengthening the local food economy.
- Cultural Center to support visual arts, music or theater programs, or museum.
- General office, commercial or business use.
- Combined commercial and residential.

Developers may:

- Propose multiple programmatic uses of the building and establish partnerships.
- Propose a program plan that supports and educational, training or community oriented use of the space as the primary use, with secondary use of the space programmed to earn income to supplement the primary program.
- Include space suitable for community meetings.

IV. Description of the Premises

The Housatonic School was built in 1907 as an elementary school for the village and is prominently located in the center of the Village. The building is currently vacant. The building has three levels, with approximately 21,680 square feet of gross floor area, and sits on a 0.65 acre parcel located at 207 Pleasant Street in Housatonic, MA. The building is approved as eligible to be listed on the National Register of Historic Places, but it is not officially listed at this time.

A park which contains playground equipment, playing fields and a sledding hill is located to the east of the Premises. To the immediate west of the Premises is a Town-owned gymnasium and community center, well used for youth basketball, winter (indoor) farmers markets, and other community events.

Building Dimensions

- Square Footage: 21,680 square feet as follows:
1st floor: 7,275 square feet; 2nd floor: 7,275 square feet; basement 7,130 square feet
- Height: 3 stories, with half of the basement below grade

Building Exterior

- Shell: robust red brick and masonry
- Roof: asphalt shingle
- Walls: good shape, tall ceilings
- Windows: older windows

Building Systems

- Electrical: sufficient power available, updates and rewiring may be required depending on use
- Telecommunications: Cable service is available on street for phone/television/high speed internet; telephone and internet installation will be needed
- Water and sewer: available on street note HWW water quality??
- Fire & Security System: None. Sprinkler system with on-site storage may be needed
- HVAC: Oil heating, one zone for entire building. The oil tank was replaced and is likely to still be in good condition. No air conditioning system present.
- Elevator: none
- Exits: Front, rear, and west side entrances, and three basement exits in good repair

Building Hazardous Materials

- Lead-based paint is present. Please refer to Phase I Environmental Site Assessment and the Hazardous Building Materials Investigation included with the RFP.
- Asbestos is present. Please refer to Phase I Environmental Site Assessment and the Hazardous Building Materials Investigation included with the RFP.

Property & Site Statistics

- Address: 207 Pleasant Street, Housatonic, MA 01236
- Lot Size: 0.65 acres
- Lot coverage by building: 35%
- Parking: a parking lot to the west of the building is shared with the adjacent Town-owned Housatonic Community Center which hosts community events including youth basketball. If the selected Developer determines additional off-street parking is needed for their proposed use(s), there are a variety of scenarios that could be considered in order to add parking, including but not necessarily limited to shared parking at the Housatonic Community Center to provide between 6 and 8 spaces and filling of the slope in the rear of the building (northern side) in order to accommodate 6 to 8 new parking spaces.

The Town has conducted preliminary site engineering showing the possibilities and costs of accommodating additional parking on the Premises and making streetscape improvements, and sharing the parking with adjacent uses. A conceptual site plan is included in the Attachments.

V. Zoning

The zoning for the site is now Housatonic Village Center (HVC) which allows residential-commercial mixed-use, live-work, offices, non-profit educational uses, and smaller scale retail, all as of right. Other uses such as hotels, restaurants, community centers, research centers, and light manufacturing may be permitted by Special Permit. Parking requirements in the HVC are relaxed compared to other zones.

VI. Approval by Town Meeting

The Selectboard has received the required authorization from the Great Barrington Town Meeting to authorize the Selectboard, pursuant to G.L. c. 40, s.15A, to dispose of the Premises.

VII. Terms, Conditions, and Proposed Use

The Terms and Conditions of a proposed purchase or lease must substantially meet the Town's Objectives as set forth above.

1. Developer's Obligations

The Board set the following terms, conditions, and restrictions on the Developer's use of the Premises under either a Purchase and Sale Agreement or Lease Agreement. The Developer of the site should:

- a. Be a for-profit or not-for-profit corporation; and,
- b. Shall have full capacity and experience to design, engineer, construct, and operate the Project and to obtain the necessary financing to complete the Project. A partnership or a joint venture with the combined experience is acceptable.

Environmental and Land Use

The Developer shall perform its own due diligence regarding the physical and environmental condition of the Premises, applicable zoning and land use regulations, required permits and approvals, and other development, ownership, and legal considerations pertaining to the Premises, the Purchase agreement, and the use of the Premises; and shall apply for and obtain all approvals and permits required for the Project, with the cooperation of the Town and Selectboard.

The Town completed a Phase I Environmental Site Assessment (ESA) in September 2012. The opinion based on that Assessment was that no further investigation was warranted. The Assessment noted there is a new 5,000 gallon underground storage tank, used for fuel oil, with no contamination around it. The report is provided for the general information of the Developers and the completeness and accuracy of this information is in no way warranted or guaranteed by the Town. Phase I ESAs are time sensitive and the 2012 Phase I has now expired. Another Phase I ESA may be conducted by the selected Developer within 180 days of signing a lease and/or purchase contract. The Developer is responsible for undertaking its own due diligence. The Phase I ESA is attached for reference.

In 2018 a Hazardous Building Materials Inspection (HBMI) was conducted, and a report issued in January 2019. The investigation noted the presence of hazardous materials including asbestos containing materials including in asphalt roof shingles, floor tiles, glazing, glues, and insulation. Also noted was the

presence of lead-based paint and various other hazardous materials in lighting, lamp ballasts, switches, et cetera. The HBMI report is also attached for reference.

The Town recognizes it may be under the legal obligation to fund required environmental remediation activities.

Other Rights and Responsibilities

The Developer shall be solely ??? responsible for:

1. Costs – All costs and expenses of constructing the Project, including without limitation, the design and construction of all buildings, utilities, driveways, landscaping improvements, and other infrastructure. Prior to the lease or the sale of the Premises, the Developer shall provide the Town with firm commitments from institutional lenders showing that the Developer has sufficient funds, in the Town's reasonable judgment, to undertake and complete the Project.
2. Designing and Achieving a Compatible Project – Within six months of the award under this RFP, and prior to the sale or lease of the Premises, the Developer shall submit conceptual site plans and architectural drawings to the Board or its consultant for its review. The Project shall demonstrate compatibility with surrounding land uses and the architectural styles of residential and commercial buildings.
3. Permits, Approvals and Licenses – Obtaining, at its sole cost and expense, all necessary permits, approvals, and licenses from governmental authorities required for the construction of the Project, prior to the sale or lease of the Premises. As previously stated, the Selectboard will actively support all reasonable applications from the Developer, at the Developer's cost. The Developer shall provide the Town with copies of all permits and approvals necessary to undertake the Project prior to entering into the lease or the sale of the Premises by the Town.
4. Compliance – Completing the Project in a good and workmanlike manner, in compliance with sound engineering and construction practices, and within the requirements of all applicable laws, ordinances, codes, orders, rules, and regulations of all governmental authorities, agencies, or departments with jurisdiction, including, but not limited to, all applicable federal construction bidding and wage laws if federal assistance is provided to the Project. The Developer must agree to commence and complete the Project within a reasonable period of time.
5. Other Requirements – The selected Developer must insure that the Project meets the requirements set forth by the Town as well as any subsidy programs that might be needed from local, regional, state, and federal funding sources. The developer will execute a Purchase or Lease agreement with the Selectboard that will establish total Project cost, design, and construction guidelines, as well as any additional Project terms and conditions.

Legal and Regulatory Compliance

The proposed Project shall conform to, and be subject to, the provisions of all other applicable laws, regulations, and ordinances of Federal, State, Regional and Town authorities having jurisdiction as amended from time to time.

Good Standing

No transaction will be consummated if any principal of any selected Developer is in arrears or in default upon any debt, lease, contract, or obligation to the Town of Great Barrington, including without limitation, real estate taxes and any other municipal liens or charges. Additionally, as state and/or federal funds may be part of the overall financing package for the Project, the Developer must demonstrate good standing

with all state and federal agencies. The Selectboard reserves the right not to review any proposal by any such applicant.

Performance Bond

The selected Developer shall provide the town with a performance bond or letter of credit to secure the Developer's obligation to undertake and complete the Project, and performance and payment bonds shall be required from the Developer's contractor.

2. Town's Support and Right to Make Determinations

Support by the Town to Obtain Permits and Approval by Local Boards

To support the goals of this Project, the Selectboard agrees to use reasonable efforts to assist and support the Developer in securing applicable approvals from local and state permitting authorities, including the Zoning Board of Appeals, Board of Health, Planning Board, and the Department of Environmental Protection, all at the Developer's cost, but the Developer acknowledges that the Town has no control over and cannot guarantee that permits required from municipal boards or officers within their statutory or regulatory authority will be granted or fees will be waived.

Additional Support from the Town

The Town has voted and appropriated a total of \$650,000 towards the re-roofing of the building and improvements and preservation of the exterior building envelope (such as windows or masonry, for example). These funds have not been spent, but rather are available to be spent at such time as benefits the completion of the Project.

The Town is open to considering assisting the Developer with applications for grants and funding. The Town is open to providing, subject any necessary votes of appropriation, additional direct financial support through the Community Preservation Act (CPA) funds or other available funds, for Historic Preservation and/or Low- or Moderate-Income affordable housing, should the Developer choose to include such a use.

As noted previously, the Town will also fund, to the extent it is required, and subject to appropriation, environmental remediation activities.

The Town is also open to considering the following options relative to taxes and fees, subject to approval by the Selectboard, Town Meeting, and/or the Mass. Dept. of Revenue, or other authorities, as applicable: (1) waiver of any permit application fees for special permits or site plan reviews if any are required; (2) waiver of sewer hookup fees; (3) waiver of building permit fees; (4) the Town would be supportive of a developer's application to seek Tax Increment Financing (TIF) or Special Tax Assessment (STA) designation which provides real property tax relief in the form of a discounted assessment on the value of improvements made to the property, in exchange for the creation and retention of an agreed upon number of full time jobs over a designated period of time. Recently, the Town has provided developers 10 and 15 year TIFs enabling them to realize anywhere from 70 – 100% tax relief on the value of improvements in the earliest years of their agreements. Please note that no assistance is guaranteed for this project and the Town shall determine in its sole discretion whether to provide any such assistance.

Obligation to Act or Sell the Project

This RFP does not represent any obligation or agreement whatsoever on the part of the Selectboard to go forward with the Project described in this RFP.

No Rights

Selection of an applicant's proposal will not create any rights on the applicant's part, including, without limitation, rights of enforcement, rights in law or in equity or otherwise, until the Purchase and Sale Agreement (P&S), Lease, and Land Development Agreement ("LDA") have been approved by the Selectboard and the successful Developer and all contingencies to the sale or lease have been satisfied.

Right to Reject All Proposals

The Selectboard reserves the right, in its sole discretion, to reject at any time any or all proposals, to withdraw the RFP, to negotiate with one or more applicants, and/or negotiate and dispose of the Premises on terms other than those set forth herein (including parties other than those responding to this RFP). The Selectboard likewise reserves the right, at any time, to waive compliance with, or change any of the terms and conditions of this RFP or to entertain modifications or additions to selected proposals.

Compliance and Eligibility

All determinations as to the completeness or compliance of any proposals, or as to the eligibility or qualification of any applicant, will be within the sole discretion of the Selectboard.

VIII. Proposal Submittal Requirements

All proposals must include the following materials:

1. **Letter of Interest**, signed by the principal(s) of the Developer who are authorized to submit its RFP response. The Letter of Interest must clearly identify the name of the Development entity, the primary contact person (including name, title, address, phone, and email address), the proposed use(s) and whether the proposal is for purchase or lease. The letter must be signed in BLUE ink. The letter of interest shall NOT include the proposed purchase or lease price.

The Selectboard will accept proposals that seek to purchase the property or enter into a long-term lease. Terms for the purchase of the property will be outlined in a purchase and sale agreement and a development agreement. Terms for a long-term rental of the property will be outlined in a lease agreement and a development agreement. The intent of this approach is to provide options that will enable more developers to propose on the project. It also offers options for developers to propose a wide range of uses, including programs that focus on community benefits, which may be better structured as a purchase or a lease,

2. **Price Proposal Form** (attached as Exhibit B), setting forth the price or rent to be paid by the Developer to the Town for the Premises. The completed Price Proposal Form shall be included in Sealed Envelope with the submittal package (overnighted if if the proposal is by email??). Only one Price Proposal (the original) needs to be submitted. Price Proposals shall NOT be included in the 5 required hard copies ?? of the proposal or on the required CD copy.

3. **Description of the Proposed Project and Plans:**

- a. Narrative description of Project vision and development concept, including drawings to explain the proposed design, including a preliminary site plan, preliminary building specifications and building elevations.
- b. Detailed development schedule for all elements of the Project, from negotiation of transaction to permitting approvals, financing commitments and benchmarks, development of the site, completion of construction, including any construction phasing proposed, and expected occupancy of the Premises
- c. Incorporation of the Town goals, guidelines, and objectives in development concept

4. Description of Development Team

- a. Description of primary respondent and related managers
- b. Name, address, and telephone number of the contact that is authorized to negotiate on behalf of the development team
- c. The names, addresses, telephone numbers, and resumes of the development team, including but not limited to architect, engineer, consultants, legal representative, and general contractor
- d. Description of the organizational structure of the development team and a plan for effective communications between Town committees and the development team during all phases of the Project
- e. Demonstration of the readiness of the development team to begin substantive permitting work upon execution of the Purchase and Sale Agreement and LDA or Lease Agreement, including preparation of drawings and plans and applications, readiness to negotiate and execute the Purchase and Sale Agreement or Lease, and evidence of availability of financial resources needed to begin pre-development and permit process work upon award of the Premises

5. Description of Prior Development Experience

- a. Description of development experience and of current projects, including client contact names and phone numbers.
- b. A summary of the development team's experience, collectively and individually, with similar projects and references and contact names for those projects.
- c. Description of experience with complex transactions containing integrated planning and approaches to implementation of proposals, experience and accuracy of cost estimating, and experience in successful project administration.
- d. Description of similar experiences in developing projects through public/private funding.
- e. A minimum of 3 professional references for comparable projects. The Selectboard will wish to speak to these references and may wish to conduct site visits to the references.

6. Description of Project Financial Feasibility

- a. Include a proposed pre-development budget, including all projected sources of funding.
- b. Preliminary project development budget, including an operating pro forma and development cost sources and uses.
- c. If funding sources include the \$650,000 or additional Town grants, as discussed in Section VII, 2. of this RFP, the budget shall plainly indicate the amounts, estimated timing, or other pertinent factors.
- d. Letters of interest from lenders and funding sources.
- e. Evidence of the proposer's financial strength to carry out the proposed development including financial statements and annual audit for the past 3 years.

- f. A proposed plan for the long term management of the property.

7. Any Relevant Legal or Administrative Proceedings

- a. Provide information regarding any current, past, pending, or threatened litigation or administrative proceedings that could materially affect the ability of the Developer (or its principals or any affiliates) to proceed with and/or complete the Project in a timely manner.

8. Certifications

- a. Disclosure of Beneficial Interest (M.G.L. c. 7C § 38) (attached as Exhibit C)
b. Certification of Tax Compliance (M.G.L. c. 62C § 49A) (attached as Exhibit D)
c. Certification of Non Collusion (attached as Exhibit E)
d. Certificate of Authority (attached as Exhibit F)

IX. Evaluation Criteria

A. Minimum Threshold Criteria

All responsive proposals must, at a minimum, include all of the items listed above in Section VIII.

B. Comparative Criteria

Proposals meeting the minimum threshold criteria will also be judged on the following five (5) Comparative Criteria in the following manner:

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators exceeds the requirements of the RFP.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators meets the requirements of the RFP.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators falls short of meeting the requirements of the RFP.

1. Financial Capacity

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with exceptional financial capacity to undertake the Project proven by prior experience financing three real estate developments of equal or greater size, including securing any necessary interim financing, the ability to provide any equity contribution projected and a proposal to secure completion of the Project, e.g., a performance bond or other security mechanism.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators identifies a Project Team with less related development experience, but with reasonable financial capacity to undertake the Project.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators fails to identify a Project Team with reasonable financial capacity to undertake the Project.

2. Operational Capability

The Town wishes to be sure that the development team has the experience to develop this unique property in a manner which benefits the area through long-term use compatible with the Town center character.

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators presents a project that has extensive experience operating and managing developments/uses similar to the proposed development/use.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators presents a project team that has moderate experience operating and managing developments/uses similar to the proposed development/use.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators presents a project team that has no experience operating and managing developments/uses similar to the proposed development/use.

3. Site and Building Design

The Town is seeking a reuse and development at the property that incorporates and preserves the features of the building so as to remain consistent with the character of the Village of Housatonic.

- A highly advantageous rating will be given to a proposal that in the judgment of the evaluators: (1) presents a superior proposed design evaluated on how well the proposed design complies with requirements of this RFP including preserving the building and its significant historical and architectural features, and being compatible with adjacent community uses; (2) responds to site conditions; (3) anticipates and addresses likely design requirements of public agencies; (4) presents architectural merit in the interior and exterior and in the quality of proposed construction; (5) analyzes zoning and regulatory changes required, and the ability to file and defend applications for such changes and (6) meets LEED standards for environmental performance.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators presents an average proposed design evaluated on the basis of these factors.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators presents an inferior proposed design evaluated on the basis of these factors.

4. Purchase Price/Rent

The Town wishes to attain the highest possible purchase price or rent for the Premises in connection with a development proposal that is consistent with the intent and terms of this RFP (but see subsection 5 below).

- A highly advantageous rating will be given to a proposal offering the highest purchase price or rent within the proposal with the fewest conditions attached thereto.
- An advantageous rating will be given to a proposal with only minimal conditions potentially limiting the purchase price or rent that the Town will realize.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators does not offer a fair price or rent for the Premises.

5. Financial Benefits or Otherwise

While the Town wishes to maximize the purchase price or rental fee of the Premises, it is also concerned about the other benefits that the Project will provide to the Town and the neighborhood, and is not required to sell or lease the Premises to the proposer offering the highest price or rental fee.

- A highly advantageous rating will be given to a proposal that maximizes benefits to the Town by having a positive impact on the Town and the neighborhood, expressed, for example, in terms of jobs created or retained; related local investment generated, and tax revenue or rent payments to the Town.
- An advantageous rating will be given to a proposal with that has provides fair benefit to the Town and the neighborhood.
- An unacceptable rating will be given to a proposal that in the judgment of the evaluators does not provide any demonstrable benefits to the Town and the neighborhood.

C. Overall Rating

After evaluating a proposal on the foregoing factors, the evaluators will provide an overall ranking for the proposal as compared to other proposals. For example, a proposal which achieves “Highly Advantageous” and/or “Advantageous” rankings in several categories will not necessarily be disqualified simply because it received an “Unacceptable” ranking in one or more other categories if, in the judgment of the evaluators, the proposal overall is “Advantageous” or “Highly advantageous” to the Town and Selectboard. Any notice of award, however, could be contingent upon the potential Developer and the Selectboard mitigating any “Unacceptable” criterion ranking prior to the execution of the Purchase and Sale or Lease Agreement.

X. Proposal Process and Schedule of Events

Optional Briefing, Site Visit

The Town will conduct an optional site briefing and tour of the Premises on ??????????. Developers are advised to do their own due diligence; neither the Town nor any of its agents or representatives is responsible for representations made regarding the physical condition of the Site.

Questions about the RFP

All questions must be submitted in writing and must be received within the timeframe outlined herein. Late questions will not be responded to. Questions may be mailed or emailed to the Assistant Town Manager at Town Hall, 334 Main Street, Great Barrington, MA 01230, or emailed to crembold@townofgb.org. All questions will be answered in the form of an Addendum to the RFP issued to all holders of the RFP and posted on the Town website www.townofgb.org.

Communication with the Town

Any document, facsimile or e-mail submitted on behalf of a Developer is presumed to be a public record. Likewise, all questions submitted and the corresponding answers will be distributed to all Developers who have formally requested this RFP, without attribution. All direct contact concerning this RFP, including written communications, shall be sent to the address above.

The Selectboard will not be responsible for, and Developers may not rely upon, any information, explanation or interpretation of the RFP rendered in any fashion except as provided in accordance with this RFP. Any communication concerning the content of the RFP by any Developer, or anyone on its behalf, with any Town member or employee other than the Town Manager in the manner specified above may result in the rejection of that Developer's proposal unless, in the sole judgment of the Selectboard, the communication could not reasonably be believed to have given the Developer a competitive advantage or to have impaired the fair and even competitive environment on this RFP.

Summary of RFP Schedule

RFP Posted in Central Register:	Wednesday, January 19, 2022
Advertised in newspaper:	Wednesday, January 19, 2022
Site Visit (optional):	Friday, February 18, 2022, 2:00 PM
Deadline to Request a Copy of RFP:	Friday, April 1, 2022, 2:00 PM
Deadline to Submit Questions:	Friday, April 8, 2022, 2:00 PM
Deadline to Issue RFP Amendments:	Friday, April 15, 2022, 2:00 PM
Responses due:	Wednesday, April 20, 2022, 2:00 PM

Responses must be **physically received** by the deadline date and time. Postmarks are not acceptable.

[More and more are the opposite , i.e. by Email only]

The Town reserves the right to extend or change any of the dates and times noted above and shall give appropriate notice to all RFP holders of any changes.

XI. Submittal Requirements

Each Developer shall submit one (1) original proposal and five (5) paper copies of the proposal, plus one (1) electronic copy of the proposal on a memory stick or CD-ROM. More and more are the opposite i.e. by Email only

- ➔ The original proposal Letter of Interest and all required forms and certifications must have live signatures in BLUE ink.
- ➔ **Proposals must be received by the Town on or before Wednesday, April 20, 2022 at 2:00 PM.** Proposals received after this time will NOT be accepted.
- ➔ Clearly mark response packages as **"Response to Housatonic School RFP"** and deliver to:

Great Barrington Selectboard
Town Hall
334 Main Street, 2nd floor
Great Barrington, MA 01230

Telephone no., if required by delivery service: (413) 528-1619

Responses to the RFP must include all required documents, completed and signed per the instructions and attached forms included in this RFP package. Electronically mailed (e-mailed) proposals will not be accepted and will not be evaluated. Email only?

The Selectboard reserves the right to reject any or all proposals or to cancel this RFP, if it is in the best interest of the Selectboard. The Selectboard makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP. This RFP (including all attachments and supplements) is made subject to errors, omissions, prior sale, or financing, withdrawal without prior notice, and changes to, additions to, and different interpretations of laws and regulations.

Proposals may not be withdrawn, amended, or modified for a period of one hundred eighty (180) days from the deadline for submission of proposals without the express written consent of the Selectboard.

XII. Selection Process; Agreements Entered into with Developer

Proposals received by the proposal filing deadline set forth under "Proposal Process" will be opened in public and recorded. All information contained in the proposals is public. The Selectboard will review and evaluate all proposals received by the Proposal Filing Deadline. The Selectboard intends to conduct a two-tiered Developer selection process as described more fully below.

Interviews with Developers who have submitted proposals that meet the minimum criteria and the highest overall score and ranking as described in "Evaluation Criteria" may be conducted, if necessary, or desirable, by the Selectboard.

Following the interviews, reference checks, site visits and receipt of any additional information requested of the Developers by the Selectboard, proposals will be evaluated and rated by the Selectboard based upon the comparative evaluation criteria set forth in this RFP. The Selectboard will select the two highest ranked proposals.

- During the second phase of the selection process, the two top ranked Developers will be required to provide the following:
- Commitment letter(s) from institutional lender(s) for construction and permanent financing.
- Detailed site plan indicating the location of parking, utilities, ingress/egress, dumpster, landscaping and buffering, sidewalks, and stormwater management.
- Detailed project schedule indicating timeline for permitting, construction, and lease up; including time for contingencies.
- Narrative description of proposed use(s), and if mixed-use, the percentage of those uses based upon floor space and location within the Premises.
- List of prospective tenants, if available.
- Schedule of proposed rents, if applicable.
- Marketing plan.
- Detailed development budget pro forma and 10-year operating budget pro forma:
 - acquisition
 - construction
 - infrastructure
 - utilities
 - financing & interest
 - insurance and taxes
 - developer's fees and management fees
 - contingencies
 - maintenance reserve

- management reserve

The successful Developer and the Town shall enter into a Purchase and Sale Agreement (“P&S”) or a Lease Agreement within forty-five (45) days from the date of the award of the Premises. The P&S or Lease shall, among other things, specify the terms and conditions that must be satisfied before the Town will sell or lease the Premises to the successful Developer, including the following: (a) the Developer must obtain a firm commitment from an institutional lender in an amount and upon terms reasonably satisfactory to the Town to support the construction and completion of the Project, (b) the Developer must obtain all permits and approvals necessary and appropriate to develop the Project on the Premises, and (c) the Developer must provide plans and specifications of the Project and obtain the approval of the Selectboard. Any lease of the Premises shall be a triple net lease, requiring the Developer to be solely responsible for the maintenance, operation, and payment of rent, utilities, taxes and insurance of the Premises, among other costs.

The Premises shall be sold subject to a LDA containing the following requirements, or be leased pursuant to a Lease Agreement that includes the following requirements: (a) that the Developer commence and complete the Project within a reasonable period of time; (b) that the Premises shall be used solely for agreed upon uses for a certain number of years; (c) that the Developer provide the Town with a performance bond or letter of credit to secure the Developer’s obligations to complete the Project; (d) that the Developer’s contractor carry performance and payment bonds; (e) that the Developer carry insurance, in amounts and with companies reasonably acceptable to the Town and which shall name the Town as additional insured, until the Project has been substantially completed; and, (f) that the Developer indemnify and defend the Town from any and all claims related to the Developer’s use and development of the Premises.

The Selectboard will notify all Developers in writing of its decision.

The Town shall provide the successful Developer with the Town’s form of P&S, LDA, and Lease.

XIV. List of Exhibits and Required Forms

- A. Phase 1 Environmental Site Assessment
- B. HBMI
- C. Price Proposal Form
- D. Disclosure of Beneficial Interest
- E. Certificate of Tax Compliance
- F. Certificate of Non-Collusion
- G. Certificate of Authority
- H. Housatonic School Site Plans and Floor Plans
- I. Housatonic School Reuse Planning Documents

Including HIC report to the SB in December 2021

- A. Disclosure of Beneficial Interest
- B. Certificate of Tax Compliance

CERTIFICATE AS TO PAYMENT OF STATE TAXES

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have complied with the laws of the Commonwealth of Massachusetts relating to taxes.

Social Security Number
or Federal Identification Number

Corporate Name

by: _____
Signature of Individual

- C. Certificate of Non-Collusion

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Signature/Title

Company/Firm Name

- D. Certificate of Vote

CERTIFICATE OF VOTE
(Corporations Only)

At a duly authorized meeting of the Board of Directors of _____
(firm name)

held on _____, it was voted, that
Date

Name

Officer

of this company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the above named corporation and that

 is the duly elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this certificate.

Date

Clerk of Corporation

Corporate Seal

E. Price Proposal Form

PRICE/RENT

Proposals for Lease/Rent must express the annual amount to be paid to the Town exclusive of utility costs, as well as the total Lease/Rent sum of a ten year investment expressed in net present value terms.

Proposals for Purchase must express the lump sum amount offered.

Please write your proposal offer:

Monthly Rent:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Ten Year Investment: _____

Purchase Offer:

Print/Type your proposal amount above in written form

Print/Type your proposal amount above in number form

Note: Both the written form and the number form should indicate the same total amount. If there is a conflict between the written form and the number form amounts, the written form will control.

Name of Respondent

Name of person signing proposal

Signature of person signing proposal

Date

Title

Address

Housatonic School Site Plans and Floor Plans

Housatonic School Reuse Planning Documents

Phase 1 Environmental Site Assessment

HBMS

HIC report

From: [Mark Pruhenski](#)
To: [Amy Pulver](#)
Subject: FW: Planning Board Update on STR
Date: Friday, January 7, 2022 3:23:55 PM

From: B Nelson <bksnelson28@gmail.com>
Sent: Friday, January 7, 2022 3:09 PM
To: Steve Bannon <sbannon@Townofgb.org>; Mark Pruhenski <MPruhenski@Townofgb.org>
Cc: Chris Rembold <crembold@Townofgb.org>
Subject: Planning Board Update on STR

****CAUTION:****
****This is an external email, be vigilant****
*****Do not click links or open attachments unless you recognize the sender (and their email address) and know the content is safe*****

Good afternoon Steve,

Understanding you have a Town Board meeting Monday and will be including Short Term Rentals on the agenda, I thought it would be appropriate to update you on where the Planning Board is with the STR bylaw. As you recall, at our joint meeting of the Boards, on November 29, 2021, the draft STR bylaw was referred to the Planning Board for review. The Planning Board took up review, discussion and suggested revisions to the STR at our meeting of December 9, and at a special meeting of December 23, 2021. We will be meeting again on Thursday, January 13, and anticipate making a decision about the bylaw regarding whether it should be referred back to the Select Board as a general bylaw or continued to be developed by the Planning Board as a zoning bylaw.

The Planning Board and the Select Board share a concern regarding affordable housing opportunities in the Town. The Planning Board, with the support of the Select Board and residents at Town meeting, has implemented a number of tools in the form of zoning amendments, to provide opportunity to create or maintain a variety of housing stock that can meet the needs of a wide-range of residents. Specific measures have including addition of accessory dwelling units (ADUs), allowing two family units by right in all districts, allowing multifamily housing with up to 8 units by right or by special permit (where as previously these were non-conforming units that could not get building permits to make necessary code upgrades to the buildings), and implementing smart growth overlay districts in several locations in Great Barrington and Housatonic to allow higher density development where infrastructure can support such development (Windrush Commons will be the first project to be constructed in Town consistent with the smart growth overlay district bylaw). As a Town, we have made a lot of progress, and while we recognize there is more work to be done, a majority of the Planning Board does not see the STR issue as a solution to affordable housing due, in part, to the price point and substantial investment that has been made in the STR properties.

We do believe there are opportunities to leverage STR to support affordable housing. At our meeting on December 23, we made a motion to recommend the Select Board consider

implementing the state-allowed, 3% short term rental impact fee, and designate the revenues to a fund for the creation of affordable housing. Our board had discussed this a number of times and we support the creation of work force and affordable housing through a variety of means and recognize the funding can sometimes be a barrier to organizations in our area that support affordable housing creation, such as Construct, CDC and Habitat for Humanity.

Also, at our December 23 meeting the Planning Board made a motion to recommend to the Select Board that the Town create a registry of short term rentals and that the registry process include periodic inspection for smoke detectors. Our Board has, in the reviewing of a purpose for the STR bylaw, been focused on what the purpose of an STR regulation should be. Life-safety has risen to the forefront as an issue. We do not believe the Town needs to wait for an STR bylaw to be passed to address issues of life-safety. STR owners are already registering with the State, so creating a local registry, that gives the Town the opportunity to identify which properties are being rented, and give the opportunity to property owners to declare on the registry form that they have life-safety measures in place (i.e. working smoke/CO detectors, fire extinguishers, and provide notice to occupants regarding what to do in case of emergency) is not unreasonable. We would encourage the Select Board to provide for enforcement of the life-safety provision by directing the Building Department to complete periodic inspection of the STR property to review compliance with the requirements.

Regarding the STR bylaw, after some discussion over two meetings we have refined the purposes to focus more on the perceived impacts of STR to residential neighborhoods and to address life-safety issues. In addition, we have reviewed the data provided to us by Mr. Rembold regarding the number of properties likely to be affected by this bylaw. Presently, with approximately 3,600 residential properties in the Town, existing data from the State and the assessor's office, indicates 56 properties, or 1.5% of the properties in the Town, would be affected by the bylaw. While there is not unanimous consent on the matter, a majority of the Planning Board does not believe an STR bylaw will have a measurable impact on the affordable housing issue. We believe there are other worthy issues to consider which and we have modified the purposes of the bylaw to try to address those issues:

From:

1. to ensure the primary use of rentals remains residential;
2. discourage long-term rental units from being replaced with short-term rentals;
3. reduce the nuisance impacts of short-term rentals; and,
4. address issues and standards of health and safety

To:

- a) Protect neighborhoods from undue commercial activity;
- b) Minimize public safety and health risks;
- c) Minimize nuisances for abutters; and
- d) Ensure short-term rentals do not negatively affect property values (and property tax revenue)

In the framework of the above, we have been reviewing several versions of the STR bylaw for consistency with our existing bylaws, addition of definitions within the zoning code and conformance

with the stated purposes. In addition we have been reviewing two existing provisions of the Zoning Bylaw that may already address some of the stated purpose of the STR. These provisions are:

Chapter 171 Section 3.2.3 - Boarders which, and I am paraphrasing, allows residential properties to have an accessory use of boarding “not more than three rooms” provided no separate cooking facilities are maintained.

And,

Chapter 171 Section 7.16 - Tourist homes for transient guests which, in conjunction with the Zoning Code Section 11-Definitions, requires special permit and site plan review for structures being used to rent “more than three or less than 11 rooms on a nightly basis.”

We are working through a redline version of the STR and anticipate having the STR bylaw draft finalized, and a decision on whether it appears to be a Select Board or a Planning Board bylaw by the end of our meeting on January 13, 2022.

Once we get to that decision point, I’d be happy to make myself available to the Select Board to review the proposed STR.

Thank you for your consideration. Happy new year and stay well.

Kind regards,
Brandee Nelson, Chair
Planning Board