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## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### OFFICE OF THE TOWN MANAGER

#### Selectboard Regular Meeting via Zoom Order of Agenda for Tuesday, January 18, 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](http://www.townofgb.org). For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

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

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
2. APPROVAL OF MINUTES
  - a. February 8, 2021
  - b. February 22, 2021
  - c. November 8, 2021
  - d. November 22, 2021
3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
4. PREVIOUS BUSINESS
  - a. Continued from January 10, 2022: Housatonic School Request for Proposals (RFP) timeline and process
  - b. Continued from January 10, 2022: Short-Term Rental Bylaw

5. 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.*

6. SELECTBOARD'S TIME

7. MEDIA TIME

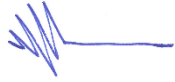
## 8. ADJOURNMENT

### 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.*

**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 26, 2022**

**Responses Due: April 27, 2022 by 2:00 PM**

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## REQUEST FOR PROPOSALS

### *For Purchase or Lease of Housatonic School*

**Proposals Due: April 27, 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 Wassaic, 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 Selectboard's strong preference is for the existing building ~~must to~~ be preserved and revitalized, and the historic exterior ~~and~~ architectural features ~~restored~~ maintained and protected.- The proposed use(s) of the building may be varied, and the Selectboard will receive and evaluate any responsive proposal.

The Housatonic Improvement Committee (HIC), a Town committee established by the Selectboard to foster the well-being of the Village, worked with residents and local architects to review the existing building, identify potential opportunities, and analyze redevelopment scenarios. The HIC summarized its work in a December 2021 presentation to the Selectboard, and that presentation is included as an attachment to this RFP. The presentation includes several reuse scenarios, conceptual floor plans for those scenarios, as well as planning and financial considerations.

Insert more about the HIC recommendations...

~~The proposed use(s) of the building may be varied, but the~~ Town also 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.

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.

#### **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:  
1<sup>st</sup> floor: 7,275 square feet; 2<sup>nd</sup> 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: both available on street – water is provided by private utility; sewer is provided by the Town 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 Town may choose to award these funds to a Project funds have not been spent, but rather are available to be spent at such time as benefits the completion of the Project in accordance to terms and conditions that may be set forth in a Development Agreement.~~

The Town is also open to considering assisting the Developer with applications for grants and funding. And 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. 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 one required electronic 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 any 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 and substantially fulfills the Town’s Objectives set forth in Section III.
- An advantageous rating will be given to a proposal that in the judgment of the evaluators meets the requirements of the RFP and that fulfills some of the Town’s Objectives.
- 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 and/or does not fulfill any of the Town’s Objectives.

### 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 Friday, March 4, 2022. 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](mailto: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](http://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 <del>19</del> <u>26</u> , 2022
Advertised in newspaper:	Wednesday, January <del>19</del> <u>26</u> , 2022
Site Visit (optional):	Friday, <del>February-March 4</del> <u>18</u> , 2022, 2:00 PM
Deadline to Request a Copy of RFP:	Friday, April <del>18</del> , 2022, 2:00 PM
Deadline to Submit Questions:	Friday, April <del>8</del> <u>15</u> , 2022, 2:00 PM
Deadline to Issue RFP Amendments:	Friday, April <del>15</del> <u>22</u> , 2022, 2:00 PM
Responses due:	Wednesday, April <del>20</del> <u>7</u> , 2022, 2:00 PM

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

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.

- ➔ 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, 2<sup>nd</sup> 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.

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. Price Proposal Form
- B. Disclosure of Beneficial Interest
- C. Certificate of Tax Compliance
- D. Certificate of Non-Collusion
- E. Certificate of Authority
- F. Housatonic Improvement Committee, December 13, 2021 Recommendations to the Selectboard
- G. Housatonic School Site Plans and Floor Plans
- H. Housatonic School Reuse Planning Documents
- I. Hazardous Building Materials Inspection Report, January 2019
- J. Phase 1 Environmental Site Assessment

A. 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

**B. Disclosure of Beneficial Interest**

**C. 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

**D. 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

**E. 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

**Attach others:**

- Housatonic Improvement Committee, December 13, 2021 Recommendations to the Selectboard
- Housatonic School Site Plans and Floor Plans
- Housatonic School Reuse Planning Documents
- Hazardous Building Materials Inspection Report, January 2019
- Phase 1 Environmental Site Assessment

**Marketing slide deck if available in time**

## Proposed Selectboard Short-Term Rental of Residential Properties (as of January 14, 2022)

### **Purpose and intent.**

The purpose and intent of this article, “Short-Term Rental of Residential Properties,” is to provide a process through which certain residential premises and rooms not otherwise regulated and licensed as lodging houses or bed and breakfasts may be registered with the Town of Great Barrington for use as “short-term rentals” so as to provide for the orderly operation of short-term rentals within the Town and minimize public safety and health risks. Further, this article is intended to reduce commercial activity in residential neighborhoods; enable residents to earn extra money from their properties to better afford to live here, maintain their properties, and contribute to the community; and preserve housing options for residents by deterring commercial interests from buying housing to use primarily as short-term rental businesses.

### **Definitions.**

As used in this article, the following terms shall have the meanings indicated:

*Booking Agent.* Any person or entity that facilitates reservations or collects payment for a Short-Term Rental on behalf of or for an Operator.

*Inspector.* The Building Inspector or his/her designee.

*Operator.* A natural person who is the Residential Unit owner that he/she seeks to offer as a Short-Term Rental. Only one owner may be registered as an Operator on the Short-Term Rental Registry for a Residential Unit, and it shall be unlawful for any other person, even if that person is an owner and meets the qualifications of Primary Resident, to offer the same Residential Unit for Short-Term Rental.

*Owner-Adjacent Unit.* An entire residential unit offered as a Short-Term Rental that is not the owner's Primary Residence, but that is located within the same dwelling or is otherwise within the same property as the Primary Residence of, and is owned by, said owner.

*Primary Residence.* A Residential Unit in which an Operator resides for at least six months out of a twelve-month period. Primary residence shall be demonstrated by showing that as of the date of usage as a Short-Term Rental, the Operator has resided in said Residential Unit for six of the past twelve months or that the Operator intends to reside in the Residential Unit for six of the next twelve months, in accordance with the Proof of Primary Residence requirements set forth below.

*Proof of Primary Residence.* A copy of the deed, a driver's license or state-issued identification, and one other document showing residency at the Residential Unit for the Short-Term Rental, such as utility bill, cable bill, or motor vehicle registration.

*Residential Unit.* A dwelling unit, guest room, accessory dwelling unit, other residential structure, or portion thereof classified under the Building Code as residential use. This term shall not include a hotel, motel, or any other non-residential use.



*Secondary Unit:* An additional, self-contained dwelling unit located on the same tax parcel as the Operator's Primary Residence and owned by the same unique owner-occupant. (Also known as an in-law apartment, accessory dwelling unit, or ADU).

*Short-Term Rental.* A Residential Unit, rented in whole or in part, to any Person(s) for a duration of fewer than thirty (30) consecutive calendar days including, but not limited to, an apartment, house, accessory dwelling unit, cottage, condominium, or a furnished accommodation that is not a hotel, motel, inn, resort, lodging house, or bed and breakfast establishment. Such a rental may or may not be facilitated through the use of a Booking Agent.

**Applicability.**

No Residential Unit shall be offered as a Short-Term Rental except in compliance with each of the provisions of this article.

**Short-Term rental registration.**

Applicants for Short-Term Rental uses must complete a registration application with the Town Clerk. Requirements include:

- a) Name, address, telephone number(s), email address. Contact information must include a telephone number that is available twenty-four hours per day, seven days a week to tenants, Short-Term Rental occupants, and public safety agencies.
- b) The registration number shall be displayed at all times in online listings, or any other form of listing, and at the Short-Term Rental property.
- c) Local contact information (name, address, telephone number(s), and email address) of an individual who is able to respond in person to any issues or emergencies that arise within two hours of being notified in the event that the Operator is not present during the Short-Term Rental.
- d) Provide the State Department of Revenue (DOR) number as proof of registration with the DOR.

The application shall be in a format approved by the Selectboard. The Town Clerk will issue a registration number upon approval of an application. Short-Term Rental registrations shall be renewed annually. Registration shall be valid for a one-year term, from January 1 through December 31 of each year, or for such an alternative twelve-month period as determined by the Selectboard.

**Requirements for the operation of short-term rentals.**

- (a) *Operator's Primary Residence.* A Residential Unit offered as a Short-Term Rental shall be the Operator's Primary, Permanent Residence or located on the same tax parcel as the Operator's Primary, Permanent Residence.

(b) *One Party of Renters.* A Residential Unit offered as a Short-Term Rental shall be rented to only one party of short-term renters at a time, not rented as separate bedrooms, beds, or spaces to separate parties.

(c) *Number of Short-Term Renters.* A Residential Unit offered as a Short-Term Rental shall be limited to two persons per bedroom with a maximum of ten persons, whichever is fewer.

(d) *Listing with Booking Agent.* If an Operator lists a Short-Term Rental on multiple hosting platforms, those listings must be consistent so as to not offer separate bedrooms, beds, or spaces to separate groups, and only one listing may be booked at any given time. The registration number shall be displayed at all times in online listings or any other form of listing.

(e) *Secondary Unit.* A Secondary Unit may be offered as a Short-Term Rental. However, only one Residential Unit per parcel at a time shall be offered as a Short-Term Rental. Further, Short-Term Rentals of a Secondary Unit shall not exceed in the aggregate, one hundred ten (110) consecutive or nonconsecutive calendar days per year, when the Operator is not occupying their Primary Residence.

(f) *Owner-Adjacent Unit.* An Owner-Adjacent Unit may be offered as a Short-Term Rental. However, only one Residential Unit per dwelling at a time shall be offered as a Short-Term Rental. Further, Short-Term Rentals of an Owner-Adjacent Unit shall not exceed in the aggregate, one hundred ten (110) consecutive or nonconsecutive calendar days per year when the Operator is not occupying their Primary Residence.

(g) *Parking.* A Residential Unit offered as a Short-Term Rental shall provide all parking on-site or in assigned parking space(s).

(h) *Events.* A Residential Unit offered as a Short-Term Rental shall not utilize the premises for holding special events or gatherings, and tents or amplified music shall be prohibited.

(i) A Residential Unit offered as a Short-Term Rental shall comply with all standards and regulations promulgated by the Inspector.

(j) *Smoke Detectors and Carbon Monoxide Alarms.* Each Short-Term Rental shall contain functional smoke detectors and carbon monoxide alarms. In addition, the Operator shall provide and maintain one 2.5 lb. multi-purpose fire extinguisher in the dwelling unit or secondary dwelling unit in which the Short-Term Rental exists. Extinguishers shall be maintained or replaced in accordance with the manufacturer's specifications. Operators shall test and perform maintenance on every smoke detector, carbon monoxide alarm upon renewal of the Short Term Rental Registration. Any detector or alarm found to be defective shall be repaired or replaced forthwith. The Occupant(s) shall be notified to report faulty or inoperative smoke detector unit(s) and carbon monoxide alarm(s) to, first, the Operator and, second, the Inspector.

(k) *Short-Term Rental of a Shared Residential Unit.* An Operator may offer bedrooms within their Residential Unit as a Short-Term Rental three hundred sixty-five (365) days per year. One bedroom in the unit shall be reserved for, and occupied by, the Operator during the entire term of the rental.

(l) *Short-Term Rental of an Unoccupied Residential Unit.* Short-Term Rentals shall not exceed in the aggregate, 110 consecutive or nonconsecutive calendar days per year when the Operator is not occupying the Residential Unit during the entire term of the Short-Term Rental.

(m) *Rental Period and Use.* Renting for an hourly rate or for rental durations of fewer than ten consecutive hours shall not be permitted. Commercial meetings and uses are prohibited in Short-Term Rentals.

(n) *No Outstanding Violations.* The Residential Unit offered as a Short-Term Rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, stop-work orders, or other requirements, laws, or regulations that prohibit the Operator from offering the Residential Unit as a Short-Term Rental. If a violation or other order is issued, upon notice of said violation or order Short-Term Rental use shall be terminated until the violation has been cured or otherwise resolved.

(o) *Three or More Violations in a Six-Month Period.* Should a property receive three or more violations within a six-month period under this article, or of any municipal ordinance, state law, or building code, any Residential Unit within the property shall be ineligible to be used as a Short Term Rental for six months from the third or subsequent violation.

(p) *Compliance and Interaction with Other Laws.* Operators shall comply with all applicable federal, state, and local laws and codes, including but not limited to the Fair Housing Act, GL c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings. Demonstration of compliance shall be in the form of a sworn affidavit submitted as part of the registration application to the Inspector prior to occupancy.

(q) *Retention of Records.* The Operator shall retain and make available to the Inspector, upon written request records to demonstrate compliance with this article, including but not limited to: records demonstrating the number of months that the Operator has resided or will reside in the Residential Unit, if applicable, and records demonstrating the number of days per year that the Residential Unit is offered as a Short-Term Rental. The Operator shall retain such records for as long as he or she desires to use the Residential Unit as a Short-Term Rental.

(r) *Notifications.* The Operator shall post and maintain a sign on the inside of the Short-Term Rental on the entry-level, visible to and reasonably likely to be readily accessed by individuals utilizing the Short Term Rental, with the following information:

(1) proof of registration;

(2) evacuation plan for the unit showing emergency exit routes and fire extinguisher location;

(3) instructions for recycling and the disposal of waste;

(4) information regarding the Town's parking regulations, if applicable, including but not limited to on-street parking limitations and overnight ban of on-street parking during winter months;

(5) local noise ordinances of the Town;

(6) contact information for a locally available contact designated to respond to all emergencies and problems that may arise during the rental period. Contact information must include a telephone number that is available twenty-four hours per day, seven days a week to tenants;

(7) the maximum number of occupants permitted in the unit.

No sign shall be posted on the exterior of the premises to advertise the availability of the Short-Term Rental to the public.

**Complaints, enforcement, and violations.**

(a) *Complaints.* A complaint alleging that a Short-Term Rental is in violation of this article or any applicable law, code, or regulation may be filed with the Inspector. The complaint must contain the Residential Unit's address, unit number, date and nature of the alleged violation(s), and name and contact information of the complainant.

(b) *Review of Complaint.* Within thirty (30) days after receipt of a complaint, the Inspector shall review the Complaint and refer it to the appropriate Town Department, official, Board, or Commission for findings. The Inspector shall not make a determination of a violation under any bylaw, regulation, or law vested within another body or official's jurisdiction, but may utilize such determinations as evidence of a violation of this bylaw.

Upon a finding of a potential violation, the Inspector, or its designee, shall serve notice of the violation upon the Operator of the Short-Term Rental at issue, if such unit is listed on the Short-Term Rental Registry, and upon the owner or resident agent or owner of record of the premises at issue, if such unit is not listed on the Short-Term Rental Registry.

(c) *Right to Hearing.* A person upon whom a notice of violation has been served under this bylaw may request a hearing from the Inspector by filing a written petition requesting a hearing on the matter within fourteen (14) days of receipt of a notice of violation. The Inspector shall render a decision within a reasonable time after the close of the hearing. Any direction to correct conditions at the short-term rental and fines assessed shall be stayed until the Inspector issues his/her decision.

(d) *Violations, Suspensions, and Fines.*

1. Any person who offers a Residential Unit as a Short-Term Rentals, where such premises or unit is not an eligible Residential Unit, or offers otherwise eligible premises or units but has not complied with the registration requirements of this bylaw, shall be fined three hundred dollars (\$300) per violation per day. Each day's failure to comply with a notice of violation or any other order shall constitute a separate violation.
2. Short-Term Rentals found to be in violation of this bylaw, or which are found to have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop-work orders, or other requirements, laws, or regulations that prohibit the operation of the premises as a short-term rental, shall be suspended from the Short-Term Rental Registry and prohibited from operation until all violations have been cured or otherwise resolved.

3. The Inspector may enter into agreements with Booking Agents or any other third parties for assistance in enforcing the provisions of this article.

**Regulations.**

The Inspector shall have the authority to promulgate regulations to carry out the provisions of this article.

**Severability.**

If any provision in this article shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

**Room occupancy excise and community fees.**

Short-term rentals subject to the provisions of this article are subject to the Room Occupancy Excise under GL c.64G and short-term rental community impact surcharge.

**Effective date.**

The provisions of this article \_\_\_\_\_ “Short-Term Rental of Residential Properties” shall take effect on January 1, 2023.

Proposed new general bylaw regulation short term rentals

Recommended to the Selectboard by the Planning Board on January 13, 2022

## **SHORT-TERM RENTAL OF RESIDENTIAL PROPERTIES**

**Purpose.** This Chapter is established pursuant to the authority of G.L. c.64G to set forth regulations governing the short term rental of dwelling units. This regulation is intended to:

- i. Protect neighborhoods from undue commercial activity;
- ii. Minimize public safety and health risks;
- iii. Minimize nuisances for abutters; and,
- iv. Ensure short-term rentals do not negatively affect property values.

**Definitions.** For this Chapter, the following terms shall have the definitions indicated.

*Inspector.* The Building Inspector of the Town of Great Barrington or his or her designee.

*Operator.* An owner or legal tenant of a Residential Unit who seeks to offer said Residential Unit as a Short-Term Rental.

*Primary Residence.* A Residential Unit in which an Operator resides for at least six months out of a twelve-month period.

*Proof of Primary Residence.* A copy of the deed, driver's license, or state-issued identification, as well as one other document showing residency at the Residential Unit for the Short-Term rental, such as utility bill, motor vehicle or voter registration.

*Residential Unit.* A dwelling unit or a secondary dwelling unit located on the same tax parcel as the principal dwelling, classified under the Building Code as residential use.

*Short-Term Rental.* The rental of a Residential Unit, or individual rooms within the Residential Unit, in exchange for payment, as residential accommodations for a duration of not more than thirty consecutive days, excluding a Hotel, Motel, or Lodging House or Tourist Home for Transient Guests as defined and permitted under the Zoning Bylaw.

### **Applicability**

Residential Units shall be offered as a Short-Term Rental only in compliance with each of the provisions of this Chapter and any applicable regulations of the Building Code and Fire Code for non-owner occupied Short-Term Rentals.

### **Requirements for the Operation of Short-Term Rentals.**

- a. *Operator's Primary Residence.* A Residential Unit offered as a Short-Term Rental shall be the Operator's Primary Residence or shall be located on a common lot with the Operator's Primary Residence. This specific provision shall not apply to Short-Term

Rentals registered with the Commonwealth of Massachusetts in accordance with G.L. c. 64G as of January 1, 2022.

- b. *Non-primary Residence.* Residential Units on properties that are Non-Primary Residences may be offered as Short-Term Rentals for up to a maximum of 120 nights per year. This specific provision shall not apply to Short-Term Rentals registered with the Commonwealth of Massachusetts in accordance with G.L. c. 64G as of January 1, 2022.
- c. *One Party of Renters.* A Residential Unit offered as a Short-Term Rental shall be rented to only one party at a time, not rented as separate bedrooms, beds, or spaces to separate parties, unless the number of short term renters does not exceed three (3).
- d. *Number of Short-Term Renters.* A Residential Unit offered as a Short-Term Rental shall be limited to ten guests, or two guests per guest bedroom, whichever is fewer.
- e. *Secondary Unit.* A Secondary Unit located on the same tax parcel as the Operator's Primary Residence may be offered as a Short-Term Rental.
- f. *Parking.* A Residential Unit offered as a Short-Term Rental shall provide all parking on-site, or in assigned parking space(s).
- g. *Events.* A Residential Unit offered as a Short-Term Rental shall not utilize the premises for holding special events or gatherings. Tents or amplified music shall be prohibited.
- h. *Building and Fire Code.* Any Residential Unit offered as a Short-Term Rental shall comply with all standards and regulations found in the Building and Fire Code.
- i. *Short-Term Rental of a Shared Residential Unit.* An Operator, or a long term tenant subject to the Owner's approval, may offer bedrooms within their Residential Unit as a Short-Term Rental by right. One bedroom shall be reserved for, and occupied by, the Operator during the entire term of the rental.
- j. *Rental Period and Use.* Renting for an hourly rate, or for rental durations of fewer than ten consecutive hours shall not be permitted. Commercial meetings and uses are prohibited in Short-Term Rentals in residential zones.
- k. *Registration and Inspection.* All Short-Term Rentals shall be registered with the Town Clerk and inspected by the Building Inspector as required by the Building Code or Fire Code. Fees for registration and inspection and any application or registration forms shall be as determined by the Town. Registration shall be renewed on an annual basis and is the responsibility of the property owner. Owner occupied short term rentals shall be inspected at the time of registration and at five (5) year intervals thereafter. Non-owner occupied short term rentals shall be inspected at the time of registration and on an annual basis thereafter.
- l. *No Outstanding Violations.* The Residential Unit offered as a Short-Term Rental shall not have any outstanding building, sanitary, health, zoning, or fire code violations. If a violation or other order is issued, upon notice of said violation or order. Short-Term Rental use shall be terminated until the violation has been cured or otherwise resolved.

- m. *Three or More Violations in a Six Month Period.* Should a property receive three or more violations within a six month period under this section, or of any municipal bylaw, state law, or building code, any Residential Unit within the property shall be ineligible to be used as a Short Term Rental for a period of one year from the third or subsequent violation.
- n. *Compliance and Interaction with Other Laws.* Operators shall comply with all applicable federal, state, and local laws and codes, including but not limited to the Fair Housing Act, G.L. c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings.
- o. *Retention of Records.* The Operator shall retain and make available to the Inspector, upon written request records to demonstrate compliance with this section, including but not limited to: records demonstrating the number of months that the Operator has resided or will reside in Residential Unit, if applicable, and records demonstrating a number of days per year that the Residential Unit is offered as a Short-Term Rental. The Operator shall retain such records for as long as he or she desires to use the Residential Unit as a Short-Term Rental.
- p. *Notifications.* The Operator shall post and maintain a sign on the inside of the Short-Term Rental on the entry-level, visible to and reasonably likely to be readily accessed by individuals utilizing the Short Term Rental, with the following information:
  - (1) Proof of registration and inspection;
  - (2) Signage indicating the routes to exits;
  - (3) instructions for recycling and the disposal of waste;
  - (4) information regarding the Town's parking regulations, including but not limited to on-street parking limitations and overnight ban of on-street parking during winter months;
  - (5) contact information for the Operator, or in the absence of the Operator, the contact information for a locally available contact designated to respond to all emergencies and problems that may arise during the rental period.
- q. *Room Occupancy Taxes and Community Fees.* Short-term rentals are subject to the Room Occupancy Excise under G.L. c.64G and applicable short term rental community impact fees.

**Penalties; Enforcement.**

No person or entity may offer a Residential Unit as a Short Term Rental in violation of this ordinance. All violations of this section shall be penalized by a noncriminal disposition as provided for in G.L. c. 40, s. 21D and shall be subject to a fine of \$300 per day. Each day on which a violation exists shall be deemed a separate and distinct offense. Nothing herein shall be construed to preclude the Town from seeking any additional penalties or taking any additional enforcement action as allowed for by law.

**Regulations.**

The Inspector shall have the authority to promulgate regulations to carry out the provisions of this section



of the bylaw.

**Severability.**

If any provision in this section shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

**Effective Date.**

The provisions of this Chapter “Short-Term Rental of Residential Properties” shall take effect on January 1, 2023.