

Jennifer Tabakin  
Town Manager

E-mail: [jtabakin@townofgb.org](mailto:jtabakin@townofgb.org)  
[www.townofgb.org](http://www.townofgb.org)



Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

# **TOWN OF GREAT BARRINGTON MASSACHUSETTS**

OFFICE OF THE TOWN MANAGER

## **SELECTBOARD'S MEETING AGENDA**

**MONDAY, JANUARY 8, 2018**

**7:00 PM – REGULAR SESSION**

**TOWN HALL, 334 MAIN STREET**

### **ORDER OF AGENDA**

#### **7:00 PM - OPEN MEETING**

##### **1. CALL TO ORDER:**

##### **2. APPROVAL OF MINUTES:**

November 27, 2017 Regular Meeting.

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

A. General Comments by the Board.

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

A. Department Updates.

B. Project Updates

- Revised FY 19 Budget Meetings Schedule. (Discussion/Vote)

##### **5. LICENSES OR PERMITS:**

A. W.E.Du Bois 150<sup>th</sup> Anniversary Group - to update the Selectboard on program plans and seek permission to locate banners on Main Street. (Discussion/Vote)

##### **6. NEW BUSINESS:**

A. SB – to Accept Covenant on the “Rubin Mill” property for Berkshire Pulse, 420 Park Street, Housatonic. (Discussion/Vote)

B. SB Approval to apply to the Berkshire Regional Planning Commission for 2018 District Local Technical Assistance Grant. (Discussion/Vote)

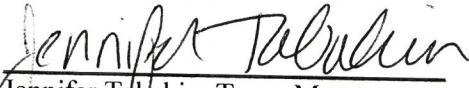
##### **7. CITIZEN SPEAK TIME:**

##### **8. SELECTBOARD'S TIME:**

##### **9. MEDIA TIME:**

**10. ADJOURNMENT:**

**NEXT SELECTBOARD'S MEETING: Monday, January 22, 2018, 7:00 P.M.**

  
Jennifer Tabakin, Town Manager

*Pursuant to MGL. 7c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

**From:** Jennifer Tabakin <[jtabakin@Townofgb.org](mailto:jtabakin@Townofgb.org)>

**Sent:** Thursday, January 4, 2018 1:42:54 PM

**To:** Anne O'Dwyer ([anneodwyer27@gmail.com](mailto:anneodwyer27@gmail.com)); Eugene Curletti; Janet Lee; Tom Blauvelt ([tblauvelt@wheelerandtaylor.com](mailto:tblauvelt@wheelerandtaylor.com)); Walter Atwood ([walteratwood@hotmail.com](mailto:walteratwood@hotmail.com)); Sean Stanton; [scbannon@gmail.com](mailto:scbannon@gmail.com); Bill Cooke; Dan Bailly ([danielbbailly@gmail.com](mailto:danielbbailly@gmail.com)); Ed Abrahams

**Cc:** Helen Kuziemko; Amy Pulver

**Subject:** revised proposed schedule

All --

I am now suggesting that we keep three dates that were on the original schedule that you all voted on.

- 1) Monday 1/29/2018 at 6:00 --- This was on the original schedule, so lets go back to that date. Susan will jump in on the first few days.
- 2) Tuesday, February 6th at 6:00 - That was on the original schedule.
- 3) Wednesday, February 7th at 6:00. New proposed date.
- 4) Possible meeting on February 21st, if necessary. New proposed date.
- 4) Public Hearing -- Hold March 7th. This was on the original schedule.

From the original schedule, the above cancels the meeting on January 17 at 6:00 PM and January 23 at 6:00 PM.

I am reworking the sequence of the agenda, but will need to firm up the dates first.

Jennifer Tabakin  
Town Manager  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230  
413-528-1619 x2  
413-528-2290 (Fax)



**TOWN OF GREAT BARRINGTON  
MASSACHUSETTS**

**MEMORANDUM**

**TO:** Select Board  
**FROM:** Edwin May C B O  
**DATE:** 1/5/2018  
**COPY:** file  
**SUBJECT:** Main St – “DuBois Native Son” Flags/Banners

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I find the event banner application to be complete and correct as per the following checklist of requirements for Banners c.146-6 (1);

App. Complete	OK
Attachment engineering	OK
Insurance Bond	OK
Size	OK_ 4.5 SF_(See Nat'l Grid Standards)
Length of time	OK 45 Days
Number of banners	12
Permit from BOS	pending
Zoning district	OK
Property Owner signature	OK (Nat'l Grid)



January 3, 2018

Berkshire Resources for Integration of Diverse Groups and Education, Inc.  
17 Main Street, Suite 2  
Lee, MA 01238

**Re: Use of poles for hanging decorative banners**

Dear Gwendolyn:

Massachusetts Electric Company ("Mass. Electric") understands that you wish to install certain types of decorative banners, flags, or single pole fixtures on our poles along public ways. Mass. Electric will allow Berkshire Resources for Integration of Diverse Groups and Education Inc. ("Customer") to install 30"x 36" decorative banners ("Fixtures") on our poles at Poles 1, 3, 5, 8, 11, 12, 14, 16, 17, 20, 24, 27 Main Street in Great Barrington, MA ("Municipality") for the period of January 15, 2018 to March 16, 2018 in accordance with the following requirements:

- 1) Prior to installing any Fixtures, Customer must obtain Verizon's approval for installation on any poles that Mass. Electric jointly owns with Verizon and must provide Mass. Electric with written documentation that Municipality approves the installation.
- 2) Customer shall be responsible for the proper installation, maintenance, and future removal of the Fixtures.
- 3) Fixtures may be attached individually on a single pole along the side of the road (not across a roadway) as long as the vertical clearance from the Fixtures to the ground is a minimum of 13 feet over pedestrian walkways, and 16 feet over streets, driveways, loading docks, and anywhere else that there is motorized traffic. Fixtures must be installed below the lowest telephone cables on the pole. Note that this requirement may make the height of the Fixtures less than the minimum required in places, and bar installation at those places unless the size of the fixture is decreased. Fixtures may not be installed between two wooden or aluminum poles along or across a roadway.
- 4) The maximum size of any Fixtures is 30" x 36", with a maximum weight not to exceed 5 pounds. Customer shall not use any Fixtures that require electric service or batteries to operate.
- 5) Customer shall use band clamps to install the Fixtures, and may not drill into the poles.
- 6) Customer or its contractor shall install the Fixtures at the Customer's expense.
- 7) Mass. Electric reserves the right to remove the Fixtures at any time Mass. Electric deems it necessary for the maintenance or operation of its poles. If Mass. Electric

determines, in its sole discretion, that a pole is damaged for any reason and must be replaced, Mass. Electric will remove the pole and may dispose of any Fixtures on that pole. In all instances, Mass. Electric shall have no responsibility to replace the Fixtures or reimburse Customer for them.

8) Customer agrees to remove any Fixtures at Mass. Electric's request if, in Mass. Electric's opinion, the Fixtures begin to deteriorate or are deemed offensive or a safety hazard to any residents or public officials.

9) Customer warrants that it is an association, institution, non-profit organization, or other entity operating for the public good, and not a commercial entity. Customer agrees not to install any commercial advertising on the Fixtures. Customer may, however, put up to two sponsor logos in the lower corner of the Fixture, if they take up less than 1/10 of the Fixtures' area.

10) The Customer will provide an insurance certificate naming Mass. Electric as an additional insured in the amount of \$2 million.

11) Mass. Electric shall not be liable to the Customer, its officers, employees, agents or contractors under any legal or equitable theory for any claims for direct, indirect, consequential, or other damages of any nature including, but not limited to, damages for personal injury, property damage, or lost profits connected with the installation of the Fixtures.

12) Customer agrees to indemnify and save harmless Mass. Electric, its affiliates, and their employees or agents or any of them from and against any and all liabilities, damages, loss, costs, expenses (including any and all attorneys' fees and expenses of ), causes of action, suits, claims, demands or judgments of any nature whatsoever arising from or related to the installation of Fixtures including, without limiting the generality of the foregoing, claims for or resulting from (i) injury to, or the death of, persons or damage to property; or (ii) violation of this agreement or of any applicable federal, state or municipal laws, regulations, codes and ordinances.

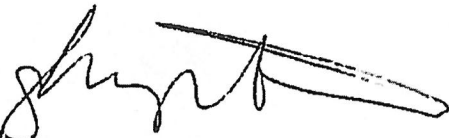
If you agree with the terms of this letter, please sign below and return this letter to me. Thank you very much.

Very truly yours,

  
Aleta Fazzone  
Director

Acknowledged and agreed:

Berkshire Resources for Integration of Diverse Groups and Education Inc.:

Name: Gwendolyn VanSant   
Title: CEO & Founding Director  
Organization: Berkshire Resources for Integration  
of Diverse Groups and Education, Inc.  
dba Multicultural BRIDGE

ALETA M. FAZZONE  
DIRECTOR, COMMUNITY &  
CUSTOMER  
MANAGEMENT





Town of Great Barrington  
20 Castle Street (Old Fire Station- 2nd Floor)  
Great Barrington,  
Great Barrington, MA 01230  
Phone: 413-528-1619  
Fax: 413-528-2290

### APPLICATION TO SIGN PERMIT

Please fill out completely all applicable areas - Please use link

Sign Permit Number		Date Issued	
Date			
Estimated Cost (\$)	4500		
Date:	12/20/2017		
Property Address:	334 MAIN ST		
Owner's Name:	TOWN OF GREAT BARRINGTON		
Owner's Address:	334 MAIN ST RM 208 GT BARRINGTON MA 01230-1832		
Map	019.0	Block	0000
		Lot	0091.0
		Zoning District:	B
Location of Sign(s) of Property:	1		
# of Signs on Property:	12	Will Sign(s) be Illuminated?	<input type="radio"/> Yes <input checked="" type="radio"/> NO
Type of Sign:	<input checked="" type="checkbox"/> Temporary Sign <input type="checkbox"/> Wall <input type="checkbox"/> Ground <input type="checkbox"/> Free Standing <input type="checkbox"/> Other :		
How many days?	45	Dates the sign will be used :	From To
Lower Edge will be	13	Feet	Feet/Inches Above Public Way
Upper Edge will be	16	Feet	Feet/Inches Above Public Way
Face Area	4.5	Square Feet	
Face of Building or Pole is		Feet	Feet/Inches Back From Street Line
Sign will extend		Feet Above Grade	
Materials used to construct sign:	Frame	Poles	Face 18 oz Double sided Banner
Foundation Materials:	Fiberglass poles with Hose clamps		Size
Electrician Required:	<input type="radio"/> Yes <input checked="" type="radio"/> No		
Brief Description Of Proposed Work:	See Drawing attached		
<b>Contractor Information</b>			
<input checked="" type="checkbox"/> I am the Contractor.			
Name	Ryan Larkin	License #	Type Expiration Date : 4/24/2018
Business Name	Larkin LTD	License #	Type Expiration Date :
Telephone No.	413 - 528 - 8908	Alt. Tel. No.	
Address	974 Main St STE 1		
City	Great Barrington	State	MA Zip 01230
Email:	ryan@larkinltd.com		
The undersigned assumes responsibility for compliance with the state building code and all other applicable codes.			
Owner/ Licensee:			
If there are any changes made in the installation of this application after inspection is made this permit becomes null and void.			
Submit Scaled Plan of Sign(s) and Plot Plan with Permit Application.			
Note: Roof Signs are Prohibited			
<b>WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152 B 25C(6))</b>			
Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the issuance of the permit.			
Signed Affidavit Attached	Yes <input checked="" type="checkbox"/>	No	<input type="checkbox"/>





December 21, 2017

Mr. Edwin May, Inspector of Buildings  
Town of Great Barrington  
20 Castle Street  
Great Barrington, MA 01230

**RE: Installation of a Pole Mounted Banner Hanging Assemblies & "W.E.B. DuBois Native Son" Banners  
Various Locations, Great Barrington, MA**

Dear Mr. May:

Berkshire Engineering Inc. has reviewed project specifications for the installation of aluminum light post mounted banner hanging assemblies proposed for various locations throughout downtown Great Barrington. The hanger assemblies are comprised of cast aluminum mounting bases secured to aluminum lamp posts via two (2) stainless steel pipe clamps per base. Two (2) bases are used in parallel to achieve an overall banner display size of approximately 2'-6" wide by 3'-0" high. Each base bracket is provided with a fiberglass display pole and appurtenant banner mounting hardware as required to safely display the proposed vinyl banners. Berkshire Engineering Inc. has reviewed the service loading conditions associated with the pole mounted banner assemblies and finds that the anticipated service loading to be within the safe working parameters of the assembly mounts.

This design evaluation and subsequent anticipated service loading formulation has been prepared with reference to the following design standards:

- Massachusetts State Building Code 780 CMR Eighth Edition, specifically the 2009 International Building Code with Massachusetts Amendments.
- ASCE 7-16, Minimum Design Loads for Buildings and Other Structures

As part of this evaluation the following actions were completed:

- Engineers review of proposed connection details and components, completed December 21, 2017.

As part of this filing, Berkshire Engineering Inc. has also completed an engineering review of the installation of a single vinyl banner, approximately 30"x36" to, proposed to be affixed to each pair of hanger assemblies. The banners are to remain in place for a period not to exceed 60 days without a follow up inspection by the installer or this office. At the conclusion of its service period the informational banner and all mounting hardware is to be removed by the approved installer. This approval is subject to the following condition, to be referred to as **"Condition One"**:

*Any subsequent banner or seasonal display installations proposed to be supported by the pole mounted hangers outlined in this filing shall be reviewed by this office prior to installation. This filing neither proposes nor permits the installation of any future seasonal decorations, informational banners, or other attachments on the pole mounted banner hanger assemblies outlined herein, without prior engineering review by this office.*

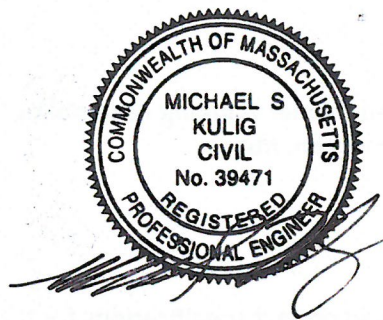
It is the conclusion of this office that the pole mounted W.E.B. DuBois vinyl banners and associated mounting assemblies, as proposed by Larkin Limited, can be safely displayed for a period not to exceed 60 days, at the conclusion of which the banners are to be removed. In the event that a banner display period of more than 60 days is required, interim inspections of all mounting assemblies shall be performed by the installing party or this office. Said interim inspections shall occur at intervals not to exceed 60 day for the duration of the desired display period.

Should you require any additional information, please let us know.

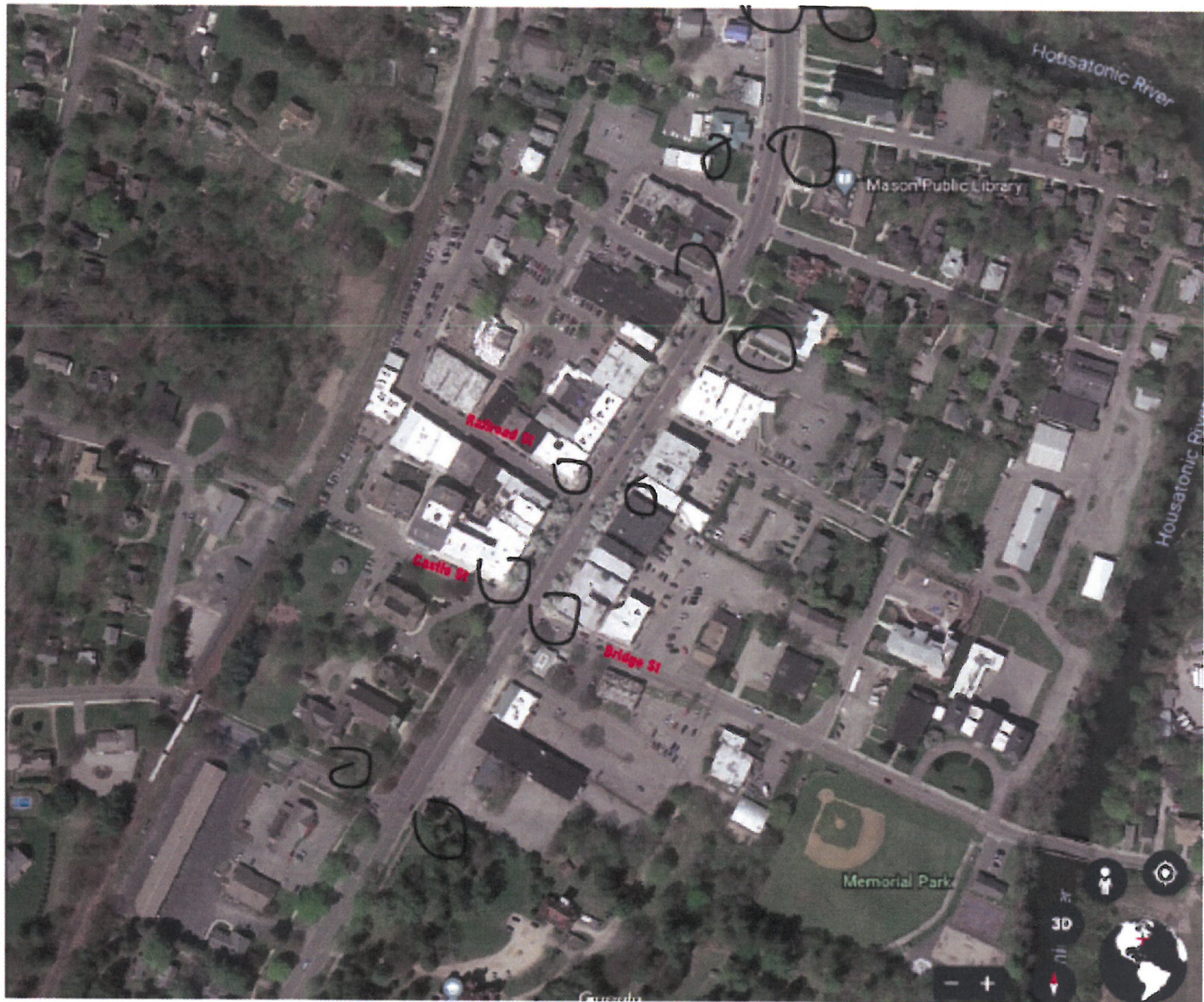
Respectfully Submitted,



Nicholas Andersen  
Vice President

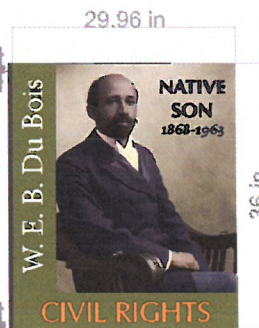








Aluminum Lamp Post



(2) 30" Fiberglass Rods (3/4" diameter)

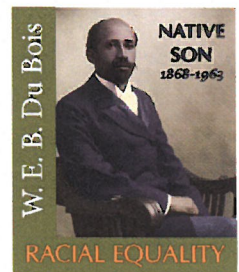
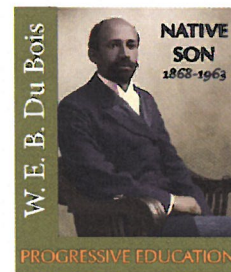
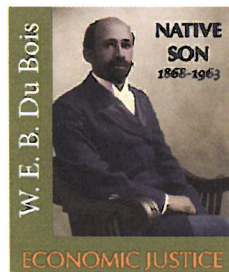
(2) Aluminum Cast Bases

(2) Metal Rings & Pins

(4) 40" Stainless Steel Bands

Banner will be Above Sidewalks  
13' From Grade

Double Sided Banner - All Same Images but Bottom Wording is different



Project Name:

Scale: As Noted

Date:

Phone #:

Proofed By:

Estimated Cost:

Phone: 413-528-8908

Fax: 413-528-8906

Email: [Ryan@LarkinLTD.com](mailto:Ryan@LarkinLTD.com)

Address: 974 Main St STE 1  
Great Barrington, MA 01230





BERKRES-01

MXG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wheeler & Taylor, Inc 333 Main St. Great Barrington, MA 01230		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (413) 528-1000 <b>FAX (A/C, No):</b> (413) 528-1008 <b>E-MAIL ADDRESS:</b> insurance@wheelerandtaylor.com		
<b>INSURED</b>  Berkshire Resources for Integration of Diverse Groups and Education, Inc. 17 Main Street, Suite 2 Lee, MA 01238		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Scottsdale Insurance Company		
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below  DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)			CPS2437700	04/19/2017	04/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

## CERTIFICATE HOLDER

## CANCELLATION

Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BERKRES-01

MXG

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12/29/2017

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PRODUCER <b>Wheeler &amp; Taylor, Inc</b> 333 Main St. Great Barrington, MA 01230	CONTACT NAME:		
	PHONE (A/C, No, Ext): <b>(413) 528-1000</b>	FAX (A/C, No): <b>(413) 528-1008</b>	
	E-MAIL ADDRESS: <b>insurance@wheelerandtaylor.com</b>		
INSURED  <b>Berkshire Resources for Integration of Diverse Groups and Education, Inc.</b> 17 Main Street, Suite 2 Lee, MA 01238	INSURER(S) AFFORDING COVERAGE		NAIC #
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	INSURER F :		

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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td></td></tr></table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$										
PER STATUTE	OTH-ER																											
E.L. EACH ACCIDENT	\$																											
E.L. DISEASE - EA EMPLOYEE	\$																											
E.L. DISEASE - POLICY LIMIT	\$																											

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

**National Grid**  
548 Haydenville Road  
Northampton, MA 01060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





BERKRES-01

MXG

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Wheeler & Taylor, Inc  
333 Main St.  
Great Barrington, MA 01230

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext): (413) 528-1000 FAX  
(A/C, No): (413) 528-1008  
E-MAIL  
ADDRESS: Insurance@wheelerandtaylor.com

INSURED  
Berkshire Resources for Integration of Diverse Groups and  
Education, Inc.  
17 Main Street, Suite 2  
Lee, MA 01238

INSURER(S) AFFORDING COVERAGE  
INSURER A: Scottsdale Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LCC <input type="checkbox"/> OTHER			CPS2437700	04/19/2017	04/19/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Massachusetts Electric Company  
40 Sylvan Road  
Waltham, MA 02154

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

Christopher Rembold, AICP  
Town Planner

Ph: (413) 528-1619, ext. 7  
[crembold@townofgb.org](mailto:crembold@townofgb.org)

## EXECUTIVE SUMMARY

**TITLE:** Acceptance of Covenant on the "Rubin Mill" property 420 Park Street, Housatonic, pursuant to the CPA Grant Agreement

**BACKGROUND:** The FY 2018 CPA grant to Berkshire Pulse for handicapped elevator access at 420 Park Street required that a historic restriction be placed on the property, the terms of which were negotiated by the CPC, the Grantee, and the Owner.

The attached Covenant will satisfy the requirement of the CPA grant. It has been signed by the Owner.

Per Town Counsel's recommendation, when the Town holds a covenant on land it must be accepted by the Selectboard.

**FISCAL IMPACT:** n/a

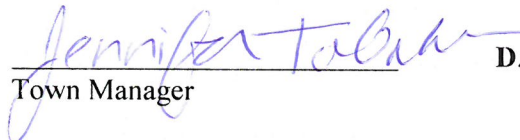
**RECOMMENDATION:** The Selectboard vote to accept and sign the attached Covenant, and direct the Town Manager or appropriate staff to record it with the Registry of Deeds.

PREPARED BY:

  
Town Planner

DATE: 1/3/18

APPROVED BY:

  
Town Manager

DATE: 1/5/18

## COVENANT

That GLORIA RUBIN, whose residence and postal address is 12 Macomber Rd, Monson, MA 01057 "Grantor"), owner of real property located at 420 Park Street, Housatonic, MA (Assessors Map 2, Lot 52) pursuant to a deed from Allen Rubin To Gloria Rubin & Allen Rubin dated November 12, 2013 and recorded December 3, 2013 at the Southern Berkshire Registry of Deeds in Book 2230 Page 67 ("Property"), for itself and its successors and assigns, hereby grants and covenants to the Town of Great Barrington ("Town"), that said Property shall hereafter be held subject to those certain obligations imposed upon Grantor by a Grant Agreement securing the Town's award of Community Preservation Act ("CPA") funds per the vote of its Annual Town Meeting of May 1, 2017, and under that grant, the Town will pay Berkshire Pulse an amount not to exceed \$30,000 for the purpose of installing a handicapped accessible elevator on the Property. Actual payment by the Town of \$1.00 (one dollar) or more of this grant amount shall be consideration for the covenants below. [Note: Allen Rubin died on February 5, 2015, and title to the Property vested solely in Grantor's name. See death certificate recorded in said Registry in Book 2305 Page 126].

Grantor hereby covenants that Grantor shall repay to the Town the full amount actually disbursed previously to Grantee under this CPA grant if, within 10 years from the date of the grant, the Building is sold, or, within 17 years from the date of the grant, is willfully demolished, removed or razed.

Attached hereto as Exhibit A and incorporated herein is a plan showing the location of the subject building.

The covenants contained herein shall constitute a covenant running with the land and shall bind and inure to the benefit of, and be enforceable by the Town, its representatives, agents, successors and assigns. They shall apply to the Grantor and its successors and assigns, including any association or entity that may be formed to control or maintain the Property, and to such successors and assigns as may hereafter exist as a result of a foreclosure or of a bankruptcy.

Grantor, by her signature below, states and acknowledges that the covenant established hereby is of actual and substantial benefit to the Town and its citizens, and touches and concerns those lands of the Town on Main Street in the Village of Housatonic and otherwise in the vicinity of the Property, and covenants on behalf of itself and her successors and assigns that she shall not claim otherwise.

The Town shall have access to all remedies in law or equity as are necessary and proper to enforce the covenants granted herein, including, but not limited to, halting or preventing the violation of the covenants by injunction or other lawful procedure (it being agreed that the Town may have no adequate remedy at law), which shall be in addition to, and not in limitation of, any other rights and remedies available to the Town.

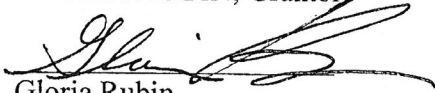
If any provision of this Covenant is held invalid by a court of competent jurisdiction, the remainder of the Covenant, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected, and shall remain in full force and effect.

Notwithstanding anything to the contrary herein, upon the occurrence of the tenth anniversary of the Agreement attached hereto as Exhibit A and provided the Grantor has neither sold the property nor demolished the property, the Town, acting through its

Selectboard, shall execute and record at the Southern Berkshire Registry of Deeds a Release of Covenant confirming that this Covenant is released, terminated and no longer has any force or effect.

EXECUTED as a sealed instrument this 20 day of December 2017.

GLORIA RUBIN, Grantor:

  
Gloria Rubin

COMMONWEALTH OF MASSACHUSETTS

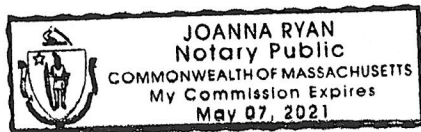
Berkshire, ss

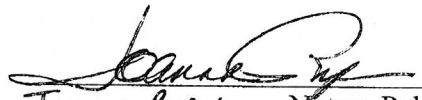
On this 20<sup>th</sup> day of December, 2017, before me, the undersigned notary public, personally appeared **Gloria Rubin**, proved to me through satisfactory evidence of identification, being (check whichever applies):

☐ driver's license or other state or federal government document bearing a photographic image,

☐ oath or affirmation or a credible witness known to me who knows the above signatory, or

☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the preceding or attached document, and acknowledge to me that (he) (she) signed it voluntarily for its stated purposes.



  
JOANNA RYAN, Notary Public  
My Commission Expires: 5/7/2021



ACCEPTANCE OF COVENANT

The foregoing Covenant is hereby accepted by the Town of Great Barrington,  
acting by and through its Select Board, this \_\_\_\_ day of \_\_\_\_\_, 2018

TOWN OF GREAT BARRINGTON  
SELECT BOARD

\_\_\_\_\_  
Sean A. Stanton

\_\_\_\_\_  
Stephen C. Bannon

\_\_\_\_\_  
Daniel B. Bailly

\_\_\_\_\_  
Edward Abrahams

\_\_\_\_\_  
William Cooke

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss. \_\_\_\_\_, 2018

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





# TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

Christopher Rembold, AICP  
Town Planner

Ph: (413) 528-1619, ext. 7  
[crembold@townofgb.org](mailto:crembold@townofgb.org)

## EXECUTIVE SUMMARY

**TITLE:** Application to the Berkshire Regional Planning Commission (BRPC) for District Local Technical Assistance (DLTA) grants

**BACKGROUND:** The BRPC receives funds from the state each year to provide technical assistance to communities on eligible projects. Communities do not receive the funds directly; rather, BPRC receives the funding and their staff does the work, which is above and beyond what the municipalities can usually do alone. Some examples of past DLTA projects in Great Barrington include a the 40R Smart Growth Overlay District, a Housing Needs Study, zoning review in Housatonic, Master Plan technical assistance including development sites. Proposals are simple one-page narratives.

This year Great Barrington will seek DLTA for assistance to update the Open Space and Recreation Plan. The current OSRP expires in 2018. The Town seeks to keep it as up to date as possible, and maintain the ability to apply for grant funding that requires an approved OSRP.

This project involves public meetings, stakeholder meetings, GIS mapping, and data review. The Planning Dept will provide assistance as well.

The application must be signed by at least the Chief Elected Official of the Town.

**FISCAL IMPACT:** None

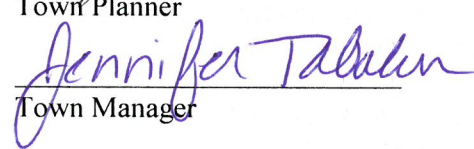
**RECOMMENDATION:** Authorize the Chairman to sign the DLTA applications.

**PREPARED BY:**

  
Town Planner

**DATE:** 1/3/18

**APPROVED BY:**

  
Town Manager

**DATE:** 1/5/18



**Berkshire Regional Planning Commission  
Request for Technical Assistance  
District Local Technical Assistance Program, 2018**

**PART 1. APPLICANT INFORMATION**

Lead Municipality: Town of Great Barrington Date: 1/8/2017

Point of Contact, Lead Municipality, as designated by the governing body (please print):

Name: Christopher Rembold

Title: Town Planner

Address: 334 Main Street, Great Barrington, MA 01230

Telephone: 413-528-1619 x.7 E-mail: crembold@townofgb.org

Partner Municipalities: (List all partner municipalities, contacts and contact information (e-mail and phone) from those municipalities:

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**PART 2. TYPE OF ASSISTANCE**

Please check the type of assistance requested:

- ☐ Implements a Communities' Signed Community Compact Cabinet Best Practice
- ☐ Community Compact Cabinet Activities
- ☐ Planning Ahead for Housing
- ☒ Planning Ahead for Growth

**PART 3. ASSISTANCE PROPOSAL**

Please attach a brief (one-page) summary of the project that addresses the following topics:

1. **Purpose:** Provide a concise statement of the purpose and type of assistance requested.
2. **Priority Funding Areas:** Provide a concise description of how your assistance request addresses one of the priority funding areas. If your request is to adopt or implement a signed Community Compact best practice, please identify that best practice.
3. **Project Background:** Briefly describe how the proposed project fits with other municipal objectives such as the implementation of activities set forth in a master plan or other planning document. If applicable, please describe any related projects recently completed or currently underway that directly relate to the proposed project. Please also note any planned action or investment that would or could potentially result from the successful completion of the proposed action.
4. **Project Scope & Timeline:** Please list and provide a short description of the major tasks and anticipated timeline to achieve the proposed project, including the anticipated starting date.

5. **Desired Results:** Please provide a description of the results (deliverables or products) that are desired as an outcome of this project.
6. **Local Official/Staff Commitment:** Please provide a description of the municipal officials/committee members/ staff members who will be involved with this project, clearly indentifying their roles.
7. **Local Match:** Please identify any voluntary in-kind or cash match

#### **PART 4. APPLICATION SUBMITTAL PROCESS**

Applications are due by 5:00 pm January 10, 2018.

A word version of this application is available on request: [tmatuszko@berkshireplanning.org](mailto:tmatuszko@berkshireplanning.org)

Application packets may be sent via-email (strongly preferred), mail or fax to:

Thomas Matuszko, Assistant Director  
1 Fenn Street, Suite 201  
Pittsfield, MA 01201  
[tmatuszko@berkshireplanning.org](mailto:tmatuszko@berkshireplanning.org)  
Fax (413) 442-1523

Please note that any awards made under this solicitation are contingent on the continuing availability of funds provided to BRPC from the Commonwealth of Massachusetts.

#### **PART 5. AUTHORIZED SIGNATURE**

Please include the signature of the Chief Elected Official authorizing you to submit this request.

Name Sean Stanton Date 1/8/2017

Title Chair, Selectboard

Signature \_\_\_\_\_  
(MAYOR/SELECT BOARD CHAIR)

1. **Purpose:** The Town of Great Barrington seeks 2018 DLTA assistance to update its Open Space and Recreation Plan. The current OSRP expires in 2018 and the Town seeks to keep it as up to date as possible, and maintain the ability to apply for grant funding that requires an approved OSRP.
2. **Priority Funding Area:** This project fits the “planning ahead for growth” category, particularly those activities identifying “priority preservation areas” and “updating components of municipal master plans”
3. **Project Background:** The Town’s 2013 Open Space and Recreation Plan will expire in 2018. It is a robust plan that was based on the extensive public outreach conducted as part of the 2010-2013 Master Plan and OSRP planning process, and which occurred coincidentally with the Regional Plan. Therefore it has a wealth of local data, a good inventory of open space, and excellent maps. However all of these items will have to be updated, and public outreach needs to be conducted.
4. **Project Scope & Timeline:** The project would be an OSRP update utilizing the existing OSRP and the Commonwealth’s “Open Space and Recreation Plan Requirements.” This guidebook should be used to determine which elements need to be updated and how much public participation is needed. The Town Planner will provide assistance identifying and convening stakeholders into a working group, and coordinating public meetings including venues.
5. **Desired Result:** Final Draft OSRP.
6. **Local Official/Staff Commitment:** The Town Planner will be the principal contract administrator for this DLTA, receiving deliverables, assisting in drafting text, convening stakeholders, and will help coordinate meetings.
7. **Local Match:** The Town will provide an in-kind match of the Town Planner’s time.