

Jennifer Tabakin
Town Manager

E-mail: jtabakin@townofgb.org
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, JULY 9, 2018

6:30 PM – EXECUTIVE SESSION

7:00 PM JOINT MEETING WITH THE PLANNING BOARD

SELECTBOARD'S REGULAR SESSION TO FOLLOW

FIRE STATION, 37 STATE ROAD

ORDER OF AGENDA

6:30 PM - OPEN MEETING

1. CALL TO ORDER:

6:30 PM Open Session

6:30 PM **Conference Room**

Executive Session, under MGL c.30A, §21(a)(3) and (6), to discuss litigation strategy relating to pending litigation known as (1) Belanger v. Zoning Board of Appeals, Berkshire Superior Court, C.A. No. 1876CV00134 and (2) GJO, LLC v. Zoning Board of Appeals, et al., Land Court Docket No. 2018MISC000240 and to discuss the potential purchase, exchange, lease or value of real property relating to land known as 11 Roger Road, if the Chair declares that an open meeting may have a detrimental effect on the Town's litigating and negotiating position. A vote regarding whether to go into executive session is expected; and votes may occur during the executive session.

Chair's Declaration:

I declare, under G.L. c.30A, §21(a)(3) and (6), that the purpose of the executive session will be to discuss litigation strategy regarding pending litigation concerning 11 Roger Road known as: (1) Belanger v. Zoning Board of Appeals, Berkshire Superior Court, C.A. No. 1876CV00134 and (2) GJO, LLC v. Zoning Board of Appeals, et al., Land Court Docket No. 18MISC000240 and to discuss the potential purchase, exchange, lease of value of real property known as 11 Roger Road because discussion of the foregoing in open session could have a detrimental effect on the litigating and negotiating position of the Town and other public agencies, with the Board to **Return To Open Session** at the conclusion of the executive session.

Motion Convening the Executive Session:

I **move** that the Select Board go into executive session, under G.L. c.30A, §21(a)(3) and (6) for the purposes and reasons declared by the Chair and with the Board to **Return To Open Session** at the conclusion of the Executive Session.

Roll Call Vote:

7:00 PM - RETURN TO OPEN MEETING

2. RETAIL MARIJUANA – Joint Meeting with the Planning Board to Consider Changes to Current Zoning Bylaws. (Discussion)

3. APPROVAL OF MINUTES:

June 25, 2018 Regular Meeting

4. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. **Continuation** - Overview of Board Assignments. (Discussion/Vote)

5. TOWN MANAGER'S REPORT:

A. Department Updates.

B. Project Updates.

6. LICENSES OR PERMITS:

A. Cathy Ingram/Bard College at Simon's Rock for One Day Beer and Wine Liquor License for July 14th, 2018 from 3:00 pm – Midnight at Simon's Rock College, 84 Alford Road. (Discussion/Vote)

B. Garth Shaneyfelt/Artisan Beverage Corp. for One Day Beer and Wine Liquor License for Berkshire Fermentation Fest for September 16th, 2018 from 10:00 am – 4:00 pm at Great Barrington Fairgrounds, 694 Main Street. (Discussion/Vote)

C. John Krol/Berkshire Running Center/Porchlight VNA/Home Care and Guido's for permission to hold the 4th Annual Eight Mile Road Race on Sunday, August 5, 2018 with 8:00 am start time in the vicinity just North of Big Y on Route 7 and finish in the Guido's Parking lot. (Discussion/Vote)

7. OLD BUSINESS:

A. Annual Review of Community Preservation Plan (CPP) and Comments to Community Preservation Committee (CPC). (Discussion/Vote)

B. Continuation - RETAIL MARIJUANA

SB - Review of Application for Host Agreement. (Discussion/Vote)

SB - Review of Host Agreement. (Discussion/Vote)

8. NEW BUSINESS:

A. SB – Set Date, Time and Place for a Special Town Meeting. (Discussion/Vote)

B. SB – Right of First Refusal (Chapter 61B, Sec. 9) Recreational Land – 8.70 Acres, 910 Main Street, Property Owner Kevin C. Charlton. (Discussion/Vote)

9. CITIZEN SPEAK TIME:

10. SELECTBOARD'S TIME:

11. MEDIA TIME:

12. ADJOURNMENT:

**NEXT SELECTBOARD'S MEETINGS: Monday, July 16, 2018, 6:00 PM Special
Monday, July 23, 2018, 7:00 PM Regular**


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.

Selectboard Mission Statement / Values

Statement from Annual Report: The Town's executive authority is held by a five-member elected Selectboard. The Board set goals, establishes policy and formulates long-range plans for the Town. The SB exercise general supervision over all matters affecting the town's interest and welfare.

Sample Mission (From the Town of Andover): The mission of the Town of Great Barrington is to ensure the safety, education and well-being of the community, to be a leader in the delivery of efficient and effective quality services that respond to community needs; to promote the continuous improvement of staff skills and performance; to encourage an environment of trust; to respect cultural and economic diversity and to preserve the historic character of the community.

Sample Statements on Duty / Values:

- **Care:** Ensuring prudent use of all assets, including facility, people and good will.
- **Loyalty:** town activities and service are advancing its mission, recognize and disclose conflicts of interest, make decisions that are in the best interest of the town as a whole.
- **Law:** obeys applicable laws and regulations; follows its own by laws and adheres to its stated mission.

Selectboard Roles and Responsibilities / Organization of the Selectboard

Officers of the Board:

- Chair: Presides at all meetings of the Board. Communications and ceremonial officer of the Town. Prepares and approves the agenda, with the Town Manager. Leads meetings with Roberts Rule of Order.
- Vice-Chair: The Vice-Chairman performs the functions of the Chairman in the latter's absence. Should the Chairman resign, the Vice-Chairman automatically succeeds him/her.
- Secretary: Responsible for the accuracy of the minutes of the meetings of the Board of Selectmen and, when prepared, signs those minutes which become part of the official public records of the Town.
- Liaison with Town Boards and Committees – assigned one or more of the Town Boards and/or Committees whose meetings he/she attends when considered appropriate and with those activities he/she maintains current information to be passed on to the Select Board upon request or where the individual Selectman deems it desirable.
- Liaison with Town Departments – assigned one or more of the Town departments to serve as a liaison, to maintain information on the department operations and objectives, to assist with resolutions of issues.
- Liaison with Outside Groups – assigned to serve as liaison or member of outside committees.

SELECTBOARD ROLES

- 1) Leadership, governance and oversight: promote the town, serve as advisor to town manager, oversight of town operations, management and strategic plan, set outcomes, evaluate impacts, measure performance, review agenda.
- 2) Legal responsibilities:
 - a. chief executive branch of town government
 - b. coordinates with other town elected committees, "government by committee"
 - c. appointments
 - d. local licensing authority
 - e. permitting authority
 - f. special permit granting authority
 - g. Annual Report
 - h. Set policy for town meeting warrant
 - i. Oversight of budget preparation
 - j. calls for town meetings and approves warrant articles
 - k. Sets fees
 - l. creates rules and regulations
 - m. Town Counsel
 - n. sign warrants to pay all town bills (rely on dept heads to monitor day to day spending and make recommendations) Can veto or delay expenditures.

Annual Tasks:

- Annual Board organization: establish roles and responsibilities.
- Selectboard Appointments to boards and committees
- Tax Classification Hearing – August
- Annual Financial Policy and Budget Plan
- Coordination and Strategic Responsibilities
- Set policy and strategic direction, coordinate the activities of other boards and resolve problems that have not been settled at lower levels.
- Participate in the budget process
- Provide leadership in the development of the capital improvement program
- CPA projects – identify
- Risk management policy
- Monitor the financial performance of the town
- Tax classification
- Free cash policy, Use of stabilization fund
- Financial reporting
- Audit process

ELECTED	Selectboard Liaison	Staff
Berkshire Hills School Committee	Steve	
Board of Health		
Finance Committee		
Housing Authority		
Library Trustees		
Planning Board		
Zoning Board of Appeals		
APPOINTED		
Agricultural Commission		
Board of Assessors		
Board of Registrars		
Cable Advisory Committee		
Cemetery Commissions	Steve and Ed	
Community Preservation Committee		
Conservation Commission		
Council on Aging	Ed	
Cultural Council		
Design Advisory Committee		
Energy Committee / Heat Smart		
Historical Commission		
Historic District Commission	Ed	
Lake Mansfield Improvement Task Force	Bill	
Parks Commission	Steve	
Tree Committee		
Housing Trust Fund	Bill	
DEPARTMENTS / Areas		
Management and Operations : management, oversight, administration, legal, human resources, technology, procurement, communication, real estate		
Finance (accountant, treasurer, collector, assessor)		
Planning and Community Development		
Public Safety (police, fire, emergency management)		
Public Works (highway, buildings and grounds)		
Inspectional Services (building, electrical, plumbing)		
Health		
Senior Center		
Library		
Special Events / Celebrations		
Wastewater Treatment Plant		
Special Projects		
Housatonic School		
Bridge Street – Railroad Street Mass Works		
Fairgrounds		
Bike Path / Riverwalk		
External Organizations, Boards and Committees		
Berkshire Hills School Building Renovation	Dan	
Berkshire Hills Regional School District Agreement	Dan	
Berkshire Regional Transportation Association	Bill	
Berkshire Municipal Planning Organization	Bill	
Economic Development Practioners Group/1 Berkshire		
Mass Municipal Association		
GB Economic Development Group (Business owners, young entrepreneur		
Cultural District Committee		
Southern Berkshire Chamber of Commerce		
Great Barrington Rotary		
Great Barrington Business District Planning Committee		
Broadband and Fiber in GB	Ed	

Fairview GB Opioid Prevention Task Force	Steve	
Master Plan		
Sister City Committee		
Railroad Street Youth Project (RSYP)	Ed	
WEB DuBois	Ed and Bill	
Rest of River Municipal Committee	Kate	
Internal Team		
Development Review Team		
Technology Team		
All Chairs Committee		
Marijuana	Ed and Kate	



Fee: \$25.00 (per day)

Pd

APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: Cathy Ingram

Organization Name: Bard College at Simon's Rock

Applicant's Address: 84 Alford Road

Telephone Number: 413-528-7266

Type of License: (ONE DAY BEER & WINE) ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Reunion

Date: July 14, 2018 Start Time: 3pm End Time: 12 midnight

Event Address: 84 Alford Road, Great Barrington, MA 01230
Bard College @ Simon's Rock

Is the Event on Town property? YES (NO)

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

- OK 1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
- OK 2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
- OK 3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

Catherine Ingram
Signature of Applicant

July 2, 2018
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____



Fee: \$25.00 (per day)

paid OK 4894
01230
Town of Great Barrington selectboard office
334 Main St.
mail

APPLICATION FOR ONE DAY LIQUOR LICENSE -

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: GARTH SHANEYFELT

Organization Name: ATHEN Beverage Corp

Applicant's Address: 324 Wells St, Greenfield, MA 01741

Telephone Number: 413-773-9700

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC
(Circle one)

Event: Berkshire Fermentation Fest

Date: 9/16/18 Start Time: 10am End Time: 4pm

Event Address: Fairgrounds, 684 Main St.

Is the Event on Town property? YES NO Fairgrounds

RECEIVED
TOWN OF GREAT BARRINGTON, MA
JUN 19 2018
BOARD OF SELECTMEN

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

- OK* 1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
- OK* 2. Certificate of Insurance showing proof of Liquor Liability coverage.
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
- OK* 3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

[Signature]
Signature of Applicant

5/17/18
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

From: John Krol <jmkrol@gmail.com>
Sent: Monday, June 25, 2018 2:29 PM
To: Chris Rembold
Cc: <Kent@Berkshirerunningcenter.com>
Subject: Guido's Great 8 Road Race Aug. 5

Hi Chris,

It's that time of year again for the Gr8t Road Race, once again to be sponsored by Guido's.

Below is a letter with the info. Kent Lemme from the Berkshire Running Center is cc'ed on this.

I hope we can again receive approval for the race, which this year is Sunday, August 5th - same time, same location, same race route.

Thank you!

John Krol
President
OneEighty Media, Inc.
June 25, 2018

Re: Guido's Great Barrington Road Race/Porchlight VNA/Home Care benefit

Dear Town Officials of Great Barrington,

I am writing as a representative of the Berkshire Running Center, Porchlight VNA/Home Care and new lead sponsor, Guido's – which are collaborating for a fourth annual exciting eight-mile road race in Great Barrington to benefit Porchlight VNA/Home Care. The hope is for the race to take place Sunday, August 5th with an 8:00 a.m. start time.

Porchlight VNA/Home care is a freestanding non-profit home care agency, which is the only federal Centers for Medicare and Medicaid *Five-Star* agency in the Berkshires. Porchlight VNA/Home Care has more than a 100-year history of providing excellent care services to the people of the region.

Our hope is to start and finish the race in the vicinity just north of Big Y on Route 7 and finish in the Guido's parking lot, rounding out a beautiful eight-mile loop through Great Barrington and Sheffield. The race is run in the breakdown lane on all of the highways, and for the two crossings of Route 7, police officers have directed traffic at these locations each of the previous iterations of the race. This is our intention again this year. We have been in contact with both the Great Barrington and Sheffield Police to make this happen again.

The Route would begin in the vicinity I've described, head north on Route 7 before turning left onto Pope St., it then turns left onto Route 23/41, then left onto W. Sheffield Road, then turn left on Lime Kiln Road, turn right for a short section on Main Street (Route 7), then left onto Kellogg Road, left on Boardman Street (which becomes E. Sheffield Road), left on Brookside Road, right on South Main Street (Rte. 7) where runners will continue to the finish at Guido's.

The entire race route is viewable on a map created on the USA Track & Field "America's Running Routes" website at the link below: (please note, this link has the start and finish on Routes 23/41 in the vicinity of the Newsboy Statue. ***This is no longer the case, however, the entire route is exactly the same, otherwise:***

<http://www.usatf.org/routes/view.asp?rID=517350>

The Berkshire Running Center has earned an excellent reputation for organizing top-notch races, including the Green Mile Road Races in downtown Pittsfield and the hugely successful Steel Rail Half-Marathon. The latter, in particular, has grown to 800 runners, and takes place on the Ashuwillticook Rail Trail starting in Lanesboro and ending in Adams, and imposed several complex crossings on a major state highway (Route 8). The

excellent coordination with local town officials, traffic control and law enforcement in several municipalities helped contribute to making the event a great success.

Collectively, we have assembled an excellent team to make this a success and look forward to working with any and all relevant town departments.

Thank you for your consideration and we look forward to working with you.

Respectfully Submitted,

John Krol

President

OneEighty Media, Inc. john@oneeightymedia.com p: [413-464-5830](tel:413-464-5830)

John Krol

President

OneEighty Media, Inc.

[413-464-5830](tel:413-464-5830)

john@oneeightymedia.com

www.oneeightymedia.com

Helen Kuziemko

From: Chris Rembold
Sent: Thursday, July 05, 2018 11:07 AM
To: Amy Pulver
Cc: Helen Kuziemko
Subject: RE: RE: Attached Request from John Krol/One Eighty Media, Inc. for Road Race on August 5th

Helen, Amy,

The DRT has reviewed this event has no issues. It's been run well in the past and we expect the same this year. Just as an FYI, they hope for around 100 runners. They provide porta potties at the start/finish, and there are water stations along the route. They are also coordinating directly with Sheffield and GB police and the SB ambulance squad as well.

Thank you.

Christopher Rembold, AICP
Town Planner
Town of Great Barrington
(413) 528-1619, ext. 7



TOWN OF GREAT BARRINGTON

NOTICE

The Great Barrington Community Preservation Committee will hold a public hearing on Tuesday, August 14, 2018 at 5:30 PM at the Fire Station, 37 State Road, Great Barrington, to take public comments on the draft Community Preservation Plan, prepared pursuant to Mass. Gen. Law Ch. 44B, to guide the implementation of the Community Preservation Act (CPA) in Great Barrington. The Plan summarizes the open space and recreation, affordable housing, and historic preservation needs and priorities of the Town; and, guides applicants seeking CPA funds.

Copies of the draft plan are available in the Town libraries, the Town Clerk's office, and may be downloaded from the CPC page of the Town's website:

http://www.townofgb.org/Pages/GBarringtonMA_CPC/index. Written comments will also be accepted in the Town Clerk's office until the date and time of the public hearing.

For more information please contact the Town Planner at 528-1619, x.7



TOWN OF GREAT BARRINGTON
MASSACHUSETTS

COMMUNITY PRESERVATION COMMITTEE

COMMUNITY PRESERVATION PLAN

INTRODUCTION

The Town of Great Barrington Community Preservation Committee ("Committee") is pleased to present the 2017 Town of Great Barrington *Community Preservation Plan* ("Plan"). This Plan describes the Community Preservation Act ("CPA"); reviews the allowable uses of CPA funds; summarizes the open space and recreation, affordable housing, and historic preservation needs and priorities of the Town; and, guides applicants seeking CPA funds.

The Community Preservation Act (CPA) was adopted by the voters of Great Barrington in 2012. The CPA (Massachusetts General Law Chapter 44B) is a state law through which communities may fund projects for four purposes: open space preservation, creation of community housing, preservation of historic buildings and landscapes, and the creation of recreational resources. The CPA also provides for a significant annual contribution of State funds to each participating municipality.

The Town of Great Barrington formed the Committee to implement the CPA law locally. By law, the Committee administers the community preservation fund, writes and adopts a Community Preservation Plan based on community input, receives proposals from the community for expenditures from the fund, and recommends projects to Town Meeting to be considered for funding. Town Meeting then votes to appropriate the CPA funds for the projects it approves. The Committee is comprised of nine members: two citizens-at-large and one member each from the Conservation Commission, Historical Commission, Parks Commission, Housing Authority Board, Planning Board, Select Board, and Finance Committee. The names of the members and the boards they represent are listed on the CPC page of the town website, www.townofgb.org.

This Plan was developed by the Committee after conferring with the town's Master Plan, soliciting feedback from Town boards and during public meetings held by the Committee. A draft published on July 12, 2017 for public review was discussed and approved at a public hearing on August 7, 2017. Annually hereafter, the Plan will be reviewed and discussed at a public hearing and amended if necessary.

2017 Plan to be Updated for 2018

ALLOWABLE SPENDING PURPOSES OF CPA FUNDS

This section is intended to guide both the CPC and applicants on the allowable uses of CPA funds, which are spelled out in the CPA statute, MGL Chapter 44B. The following activities may be funded by CPA:

2017 Plan to be Updated for 2018

	OPEN SPACE	HISTORIC RESOURCES	RECREATIONAL LAND	COMMUNITY HOUSING
Activities (refer to Glossary for definitions)	Land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, wetland, river, stream, lake and pond frontage, land to protect scenic vistas, land for wildlife or nature preserve, and land for recreation use.	Building, structure, vessel, real property, document or artifact listed on the state register of historic places or determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of the city or town.	Land for active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. Does not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.	Housing for low and moderate income individuals and families, including low or moderate income seniors. Moderate income is less than 100%, and low income is less than 80% of US HUD Area Wide Median Income.
ACQUISITION Obtain property interest by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise. Only includes eminent domain taking as provided by G.L. c. 44B	Yes	Yes	Yes	Yes
CREATION To bring into being or cause to exist. <i>Seideman v. City of Newton</i> , 452 Mass. 472 (2008)	Yes	X	Yes	Yes
PRESERVATION Protect personal or real property from injury, harm or destruction	Yes	Yes	Yes	Yes
SUPPORT Provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing, or to entity that owns, operates or manages such housing, for the purpose of making housing affordable	X	X	X	Yes, includes funding for community's affordable housing trust
REHABILITATION AND/OR RESTORATION Make capital improvements, or extraordinary repairs to make assets functional for intended use, including improvements to comply with federal, state or local building or access codes or federal standards for rehabilitation of historic properties	Yes if acquired or created with CPA funds	Yes	Yes	Yes if acquired or created with CPA funds

Chart adapted from "Recent Developments in Municipal Law", Massachusetts Department of Revenue, October 2012.

Minimum Annual Allocations

CPA requirements and this Plan will guide the Committee's actions and funding recommendations. Pursuant to MGL Chapter 44B, each fiscal year the community must, at a minimum, spend or reserve a minimum of 10% of its annual CPA funds for each of the CPA's three main purposes: open space and recreation, historic preservation, and community housing. CPA funds that are not expended in one year may be banked and carried over to subsequent years. The remaining 70% of funds may be allocated to any one or a combination of the allowable uses at the discretion of the Committee and subject to the approval of Town Meeting. Up to 5% of the annual CPA funds may be used for the CPC's costs to administer the CPA program.

Local or Regional Projects

CPA funds may be spent anywhere in Massachusetts, meaning communities are not confined to expending funds only within their jurisdiction. For example, this flexible provision allows a community to purchase land surrounding its water supply even if located in another city or town. CPA funding may also support inter-community cooperation on regional housing needs, allowing development in one community that serves several towns. Another example is the coordinated efforts of several communities to establish a "heritage corridor" that celebrates the shared history of a region. Notwithstanding, the Committee will generally view local projects more favorably than regional projects.

Maintenance

CPA funds cannot be used for routine maintenance of existing facilities. For example, communities cannot use CPA funds for maintenance of a park (mowing the lawn or emptying trash barrels) or for maintenance of an historic building (cleaning the common areas or paying for utilities).

No Supplanting of Existing Funding

CPA funds may only augment municipal funds, not replace existing funding. In other words, CPA funds may not be appropriated to pay for project costs that have already been appropriated from another source. Any CPA eligible costs for a project that are identified in a municipality's capital improvement program are eligible for funding under the CPA, assuming the municipality has not made a prior funding commitment to pay for such costs.

FUNDING PROCESS

The Town Manager, town boards, committees and departments, civic organizations and nonprofits, residents, businesses, and property owners may bring proposals for funding to the Committee. The Committee will give favorable consideration to those proposals that are eligible CPA activities; that best meet the guidelines of this Plan; and that are consistent with the goals of other applicable town plans and studies, such as the Master Plan or Open Space and Recreation Plan.

The Committee does not have the power to appropriate funds for particular projects, only to make recommendations to Town Meeting voters. ***Under the law, the power to appropriate CPA funds is reserved solely for Town Meeting voters, acting only upon the recommendations of the Committee.*** Voters at Town Meeting may vote for or against projects recommended by the

Committee, or may approve projects recommended by the Committee with reduced CPA funding. Project funding cannot be increased by Town Meeting voters, nor can new projects be proposed and funded at Town Meeting.

The Committee will strive to take a town-wide and long-range perspective in evaluating projects. The Committee is dedicated to a transparent process through which organizations and citizens may gain access to CPA funds for projects that will enhance Great Barrington. Applicants should note that the Committee may choose to recommend to Town Meeting that some or all of the CPA funds be “banked” for future projects or opportunities that are likely to become “ripe” for funding in the not too distant future.

Those seeking CPA funding will follow a two-step application process; the application due dates are set forth in the application forms. In the first step, applicants submit a brief project description to allow the Committee to determine if the project is eligible for CPA funding. If the Committee determines the project fits the eligibility requirements, the applicant will be invited to proceed to the second step of submitting a full application. The Committee will review the full application at public meetings, make its decisions by the end of February, coordinate with the Finance Committee and Selectboard as they develop the Town budget, and transmit its recommendations to Town Meeting. All recommendations must be approved by Town Meeting in order to receive funding. Applicants whose projects are being recommended to Town Meeting are expected to attend Town Meeting (usually the first Monday of May).

Applicants should be aware that the Committee may withhold some or all funds until applicable permits and approvals are in place. The Committee will expect successful applicants to enter into an agreement or contract with the Town governing the terms of payment and project timeline. The Committee may also require performance or completion bonds and may withhold funds for nonperformance.

PROJECT SELECTION CONSIDERATIONS

Projects shall clearly demonstrate how they are consistent with this Plan and, when appropriate, consistent with other town and state plans such as the Master Plan, Open Space and Recreation Plan, or Housing Needs Study.

Depending on the eligibility and strength of applications, the Committee may recommend partial funding, full funding, or choose to not recommend an application. The Committee will use the following criteria to evaluate applications.

Town Projects

Generally, Town-sponsored projects which would otherwise have to be funded through the capital budget will be viewed favorably. For example, repairs to a Town-owned historic building for community benefit would be preferred over repairs to a historic building that is not publicly owned or used. **For the Fiscal Year 2019 funding round (which opens during the fall of 2017 and ends with Town Meeting vote in May 2018), the Committee will give highest priority to projects on Town-owned property.**

Public Benefit

CPA projects shall benefit the public. Applications that demonstrate how the project will benefit the public, such as by providing public access or incorporating educational components into their

project, will be preferred. (Please note that CPA funds generally cannot be used to fund educational materials and in some projects public access may not be desirable or possible.)

Leveraging (Use of Multiple Funding Sources)

CPA funds may be used as matching monies for state and federal grant programs that require a local match. CPA funds may also be used as matching or seed monies to acquire grants from private organizations or individuals. Projects may use other funds to supplement CPA and those that leverage additional funds from sources other than CPA will be viewed favorably.

Multiple Community Preservation Purposes

Projects that serve more than one of the purposes of the CPA will be viewed favorably. The four purposes of the CPA are open space preservation, creation of community housing, preservation of historic buildings and landscapes, and the creation of recreational resources.

Community Input and Support

Projects that can demonstrate that they have been developed through a participatory process in which the public has had the opportunity to provide input will be viewed more favorably than those that have not had public input. Demonstration of public support (i.e., with letters) will be viewed favorably.

Project Team

Applicants should demonstrate the relevant experience of their team, including project managers, engineers, contractors, and other associated personnel.

Viability of Applicant

Private and not-for-profit applicants must demonstrate that they have the staff and other resources necessary to see the proposed project successfully through to completion. These applicants must be prepared to sign a grant agreement with the town which will stipulate all the conditions of the grant.

AFFORDABLE HOUSING

Recent studies have shown the town needs more affordable housing. The housing stock in Great Barrington is generally expensive, limited in supply, and old. Using data from the 2013 Master Plan and the Census, the following is a summary of local affordable housing needs:

The metric of measuring whether housing is “affordable” is if a household spends not more than 30 percent of their household income on housing costs (leaving other income available for other things like food, transportation, education, savings, entertainment, and so on). By that definition, much of Great Barrington’s housing is unaffordable. As of the 2010 Census, nearly half of all homeowners and almost two-thirds of all renters in Great Barrington spend more than 30 percent of their household incomes on housing costs. The statistics in Housatonic are higher—according to 2013 Census estimates, 60 percent of renters and 45 percent of homeowners (with a mortgage) in Housatonic are burdened by housing costs, paying over 30 percent of total household income towards housing costs.

Housing cost burden is even greater in Housatonic, where incomes are lower: 63 percent of the population, or 665 residents, are low to moderate income. Here, 85 percent of elderly households in

the Housatonic are low or moderate income, according to Mass DHCD. In general, the need and demand for accessible, one-level affordable living for seniors is growing as the population ages.

Over half of all homes in Great Barrington are valued at over \$300,000. That amount is well beyond the reach of a typical moderate-income household. For example, the most recent CPA area median income for a family of four in Great Barrington is \$72,900. This is the "moderate income" level according to CPA housing rules. A household with that income, assuming they had roughly \$1,000 of other monthly debt (such as car payments or student loans) and that they could muster a \$30,000 down payment, could only afford a home priced at \$225,000.¹

Housing demand also remains high, which tends to increase prices. According to 2015 Census estimates, rental vacancy rates are less than four percent and homeowner vacancy rates are less than three percent. And, nearly half of all housing units were built 80 years ago—old homes tend to be more expensive to heat and maintain.

CPA housing funds may be spent to serve the needs of households earning at or below 100 percent of the area median income as determined by the US Dept. of HUD. However, given the deep cost burdens in Great Barrington, the greatest needs are for those households earning 80 percent or less of the area median income. Additionally, new subsidized housing units for this level of income or less are eligible to be counted on the state's Subsidized Housing Inventory.

The Town has had some success in proactively meeting these housing needs. Over the last five years, the Town has utilized CDBG funds to conduct a housing rehabilitation program for low- and moderate-income homeowners. Unfortunately, that program is ending next year, and there has been much more need than there is money. Additionally, local nonprofit organizations have recently developed or permitted more than 80 new units of affordable rental housing, all with the support of CPA funding. These units are due to be occupied within the next two to five years, and the waiting lists are already very long.

Also, the Town has created a Municipal Affordable Housing Trust Fund in order to preserve and create affordable housing. Housing Trusts have the ability to leverage additional funds, use other town resources, including land, and partner with local nonprofits in order to carry out its mission, and the most successful Housing Trusts are supported with annual grants of CPA funds.

To address Great Barrington's housing needs, the Committee's affordable housing funding priorities for the coming year are to:

1. Target CPA funds to households earning 80 percent or less of area median income
2. Recommend to Town Meeting that CPA revenues be granted to the Municipal Affordable Housing Trust each year.
3. Create more affordable rental and homeownership housing
4. Preserve threatened affordable housing resources and rehabilitate existing affordable housing units
5. Ensure long term affordability

¹ This is assuming an annual income of \$72,900, down payment of \$30,000, other monthly debt of \$1,000, and a 30-year mortgage at 3.92 percent. The monthly mortgage payment would be approximately \$1,200 (including taxes but not utilities).

Affordable housing projects must also, to the extent possible:

- Ensure that development contributes to the viability and character of the villages
- Direct development and growth into the village centers
- Facilitate improvement of existing structures, redevelopment of previously built sites, and new development
- Encourage infill in developed areas
- Create a variety of housing types
- Promote and provide pedestrian connections, sidewalks and crosswalks, walking trails, bike paths and parks, when possible to connect housing to downtown, commercial, civic, cultural, educational, and recreational activities
- Use high quality construction and include "green" building materials and "green" technologies and efficiency/conservation measures to reduce occupants' operating costs and environmental impacts
- Have stable and proven management capability
- Include a long-term maintenance plan (CPA funds are not eligible for maintenance)
- Include mixed use or multiple uses that are desired or needed in the particular location
- Provide housing that is harmonious in design and style with the surrounding neighborhood
- Encourage mixed-income projects in which a variety of unit sizes accommodate a diversity of ages and family sizes among its residents
- Give priority to local residents and/or employees of local businesses to the extent permitted by law
- Provide a permanent restriction to preserve the affordability of the housing unit(s) (required if the land are acquired with CPA funds)
- All projects are encouraged to utilize the services of local or regional businesses and nonprofit organizations

HISTORIC PRESERVATION

Great Barrington's historic legacy and cultural resources are important contributors to our quality of life and economy. They are essential to our small town feeling and sense of place, and are vital elements of our tourism sector. Recognizing this, the Town has granted CPA historic funds to projects like the preservation of the former St. James Church, the Mahaiwe Theater, funding to fix the roof on Town Hall and the Mason library cupola, the restoration of the Newsboy Monument, and restoration of the Wheeler Farmstead.

Historic resource preservation helps Great Barrington be a more sustainable community. It creates jobs and increases property tax revenue and tourism. It preserves important educational opportunities and resources. It reuses existing buildings and directs growth pressures to locations where infrastructure already exists, allowing for the conservation of important landscapes.

Historic resources have other benefits as well. For example, cemeteries have historic significance in their own right, and they double as accessible open space which many people use for walking and contemplation. Historic mill buildings already are home to small businesses, and may in the future provide opportunities for housing units.

Many historic resources, including town-owned buildings and structures are in need of preservation, rehabilitation and/or restoration. These include Town Hall, Mason and Ramsdell

libraries, the former Housatonic elementary school, the Southern Berkshire courthouse (the former Dewey elementary school), as well as historic structures including monuments.

Additionally, there is a long-deferred need to identify and document historic resources in Great Barrington. In 2016, the Historical Commission, using CPA and state funding, embarked on the first phase of a projected three-phase plan to identify and document historic resources. The first phase is nearly complete, but the continuation of the project and the development of a thorough historic preservation plan are needed over the next five years in order to implement the historic preservation goals of the 2013 Master Plan.

The Committee and all projects are bound by the CPA law, which states that historic funds may be spent only on resources that are on the state register of historic places, or which have been determined by the Historical Commission to be significant to Great Barrington's history, culture, architecture or archeology. All CPA-funded historic projects must comply with the US Secretary of the Interior's standards for the treatment of historic properties.

To address the needs of Great Barrington's historic resources, the Committee's historic preservation funding priorities for the coming year are to:

1. Preserve, rehabilitate and/or restore Town-owned historic buildings and structures
2. Identify and document historic resources throughout town, and develop a historic preservation action plan that recommends National Register listings and prioritizes preservation projects
3. Preserve buildings in the Local Historic District
4. Preserve buildings and sites that are in listed the National Register of Historic Places including designated National Historic Landmarks
5. Preserve artifacts, documents or other records that are significant to the history and culture of the town

Historic preservation projects must also, to the extent possible:

- Preserve a threatened historic resource
- Include a long-term maintenance plan (CPA funds are not eligible for maintenance)
- Be endorsed by the Great Barrington Historic Commission and/or Historic District Commission
- Allow for public access to the historical asset

OPEN SPACE AND RECREATION

Great Barrington's natural resources, including its agricultural land, water bodies and waterways, and scenic landscapes are as important to the character and legacy of the Town as its historic resources. Significant tracts of town are permanently preserved, and most residents live within a short walk of a park, playground or open space resource.

Recent CPA projects have included farmland preservation, the creation of new trails or improving existing trails and connectivity between open space resources, and the preservation of unique resources like Lake Mansfield and the Housatonic River Walk. But significant needs remain, as documented by the 2013 Master Plan and the Open Space and Recreation Plan. These include improving opportunities for recreation for people of all ages and abilities, rehabilitation existing

open space and park assets, farmland preservation, cleanup and accessibility of the Housatonic River, eradication of invasive species, outdoor recreation, and conservation of ecologically important areas, such as those illustrated in BioMap II, the Conservation Assessment and Prioritization System (CAPS) program and the Master Plan (see maps of Priority Conservation Areas and Unique and Scenic Features).

The 2013 Master Plan and the 2013 Open Space and Recreation Plan identify the following needs and goals:

- Serve the changing needs of our community, including an aging and less mobile population, as well as people who are seeking low impact and heart health exercise
- Connect neighborhoods and village centers to community resources
- Create additional greenways (walking and biking trails) and “blueways” (paddling trails)
- Create new open space and recreational resources
- Create access to, and increase recreational use of, the Housatonic River
- Protect biodiversity, habitat, and natural resources
- Conserve agricultural land and agricultural soil
- Support community gardens and community supported agriculture

To address these needs, the Committee’s open space and recreation funding priorities for the coming year are to:

1. Support projects that preserve and rehabilitate/restore Town-owned open spaces, parks and recreational assets
2. Support existing and the development of long-envisioned recreation connections

Open Space projects must also, to the extent possible:

- Preserve and/or connect open space or recreation resources
- Include a long-term maintenance plan (CPA funds are not eligible for maintenance)
- Protect resources that are identified as conservation priorities by local, regional, and state planning documents
- Provide recreation opportunities
- Provide for a demonstrated community open space or recreational need and be accessible for a variety of ages and abilities
- Protect and/or connect scenic views and resources
- Provide connections and links of recreation resources and habitat areas
- Provide vital ecosystem services such as water quality and floodplain protection
- Provide an easement or other restriction to preserve natural resources
- Protect and/or connect the special places and features of our community, such as historic treasures, natural resources, farms, and open space—all that contribute to Great Barrington’s distinctive character
- Include public access where appropriate

GLOSSARY

From the text of the Community Preservation Act (MGL Ch. 44B, sec. 2)

"Acquire", obtain by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise.
"Acquire" shall not include a taking by eminent domain, except as provided in this chapter.

"Annual income", a family's or person's gross annual income less such reasonable allowances for dependents, other than a spouse, and for medical expenses as the housing authority or, in the event that there is no housing authority, the department of housing and community development, determines.

"Capital improvement", reconstruction or alteration of real property that: (1) materially adds to the value of the real property, or appreciably prolongs the useful life of the real property; (2) becomes part of the real property or is permanently affixed to the real property so that removal would cause material damage to the property or article itself; and (3) is intended to become a permanent installation or is intended to remain there for an indefinite period of time.

"Community housing", low and moderate income housing for individuals and families, including low or moderate income senior housing.

"Community preservation", the acquisition, creation and preservation of open space, the acquisition, creation and preservation of historic resources and the creation and preservation of community housing.

"Community preservation committee", the committee established by the legislative body of a city or town to make recommendations for community preservation, as provided in section 5.

"Community Preservation Fund", the municipal fund established under section 7.

"CP", community preservation.

"Historic resources", a building, structure, vessel real property, document or artifact that is listed on the state register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture or culture of a city or town.

"Legislative body", the agency of municipal government which is empowered to enact ordinances or by-laws, adopt an annual budget and other spending authorizations, loan orders, bond authorizations and other financial matters and whether styled as a city council, board of aldermen, town council, town meeting or by any other title.

"Low income housing", housing for those persons and families whose annual income is less than 80 per cent of the areawide median income. The areawide median income shall be the areawide median income as determined by the United States Department of Housing and Urban Development.

"Low or moderate income senior housing", housing for those persons having reached the age of 60 or over who would qualify for low or moderate income housing.

"Maintenance", incidental repairs which neither materially add to the value of the property nor appreciably prolong the property's life, but keep the property in a condition of fitness, efficiency or readiness.

"Moderate income housing", housing for those persons and families whose annual income is less than 100 per cent of the areawide median income. The areawide median income shall be the areawide median income as determined by the United States Department of Housing and Urban Development.

"Open space", shall include, but not be limited to, land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh and salt water marshes and other wetlands, ocean, river, stream, lake and pond frontage, beaches, dunes and other coastal lands, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.

"Preservation", protection of personal or real property from injury, harm or destruction.

"Real property", land, buildings, appurtenant structures and fixtures attached to buildings or land, including, where applicable, real property interests.

"Real property interest", a present or future legal or equitable interest in or to real property, including easements and restrictions, and any beneficial interest therein, including the interest of a beneficiary in a trust which holds a legal or equitable interest in real property, but shall not include an interest which is limited to the following: an estate at will or at sufferance and any estate for years having a term of less than 30 years; the reversionary right, condition or right of entry for condition broken; the interest of a mortgagee or other secured party in a mortgage or security agreement.

"Recreational use", active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. "Recreational use" shall not include horse or dog racing or the use of land for a stadium, gymnasium or similar structure.

"Rehabilitation", capital improvements, or the making of extraordinary repairs, to historic resources, open spaces, lands for recreational use and community housing for the purpose of making such historic resources, open spaces, lands for recreational use and community housing functional for their intended uses, including, but not limited to, improvements to comply with the Americans with Disabilities Act and other federal, state or local building or access codes; provided, that with respect to historic resources, "rehabilitation" shall comply with the Standards for Rehabilitation stated in the United States Secretary of the Interior's Standards for the Treatment of Historic Properties codified in 36 C.F.R. Part 68; and provided further, that with respect to land for recreational use, "rehabilitation" shall include the replacement of playground equipment and other capital improvements to the land or the facilities thereon which make the land or the related facilities more functional for the intended recreational use.

"Support of Community housing", shall include, but not be limited to, programs that provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing, or to an entity that owns, operates or manages such housing, for the purpose of making housing affordable.

REFERENCES

Community Preservation Act: Massachusetts General Laws Chapter 44B, as amended by St. 2012, c. 139, §§ 69-83. See <http://www.communitypreservation.org/content/text-legislation>.

Great Barrington CPA Bylaw. See http://www.townofgb.org/Pages/GBarringtonMA_CPC/index.

2013 Great Barrington Master Plan. See http://www.townofgb.org/Pages/GBarringtonMA_MsterComm/Index

2013 Housing Needs Assessment: Great Barrington, MA – Sheffield, MA, prepared by the Berkshire Regional Planning Commission, November 6, 2013. Available at Great Barrington Planning Dept.

Other useful information:

Bio Map II. See <https://maps.massgis.state.ma.us/dfg/biomap2.htm>

Conservation Assessment and Prioritization System (CAPS). See <http://www.umass.edu/landeco/research/caps/data/iei/iei.html>

Massachusetts Cultural Resource Information System (MACRIS). See <http://mhc-macris.net/>

Community Preservation Coalition. See <http://www.communitypreservation.org/>

DRAFT: Host Community Agreement Application. As of 7/5/18

Timeline of events:

- Schedule and attend initial meeting with town staff to go over the process and, receive Application, HCA Template, and Marijuana Bylaw.
- Fill out and return application with supporting materials.
- Check with Designated Staff to ensure all material is correct, schedule Selectboard meeting date, and submit check for legal escrow.
- Hold community meeting. (Arrange date and time with Designated Staff)
- If the Marijuana Establishment requires a Special Permit, apply for Special Permit and proceed through the public hearing process. After the appeal waiting period, or the resolution of appeals, proceed to the next step.
- Selectboard hearing and approval/amendment of Host Agreement.
- Prepare and execute host agreement and Certification form
- Apply to State.
- Schedule and complete town reviews of site plan, security plan, etc. with correct boards.
- Keep Selectboard informed of progress. (When license is granted, opening date, etc.)

Application: **Items in bold are documents that should be attached to this application**

1. Contact Information: Name and contact info of:
license holder

applicant representative (if different from license holder)

store manager (person responsible for day-to-day operation) **Include resume/employment history of store manager, past 5 years**

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

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

c. Include DBA

3. Location:

- a. Address of marijuana establishment and description of parts of the address to be used. (Floor number, square footage, doors to be used by customers/staff).
Please include letter from landowner giving permission or copy of purchase agreement (if under contract).

- b. Will you be updating/changing the exterior of the building? **Please include description/drawing of view from the street, view from abutters.**

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

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

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

6. Date of Community Impact Meeting, (Please coordinate with Selectboard and list it on the Town calendar.)

7. Date you would like to appear before the Selectboard?

GREAT BARRINGTON AND

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this _____ day of _____, 2018 by and between _____, a Massachusetts limited liability company and, any successor in interest, doing business as _____, with a principal office address of _____ (the “Company”), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the “Town”).

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

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

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

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

1. Recitals

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

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments.

A. Community Impact Fee

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

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

A. Legal Fees

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to deposit an initial amount of \$5,000, to be deposited into an escrow account for purposes of covering legal expenses associated with this Agreement, with any unpaid balance to be paid by the Company, or unused funds to be returned to the Company.

B. Additional Costs, Payments and Reimbursements

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

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount no less than ten thousand dollars (\$10,000), said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the "Annual

Charitable/Non-Profit Contribution”). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

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

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

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to

such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

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

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

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

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the community impact hearing in Town relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Required Signage

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

8. Additional Obligations

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

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

9. Re-Opener/Review

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

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

10. Support

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

11. Term

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

12. Successors/Assigns

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

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

13. Notices

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

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

To Licensee: _____

14. Severability

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

15. Governing Law

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

16. Entire Agreement

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

17. Amendments/Waiver

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

18. Headings

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

19. Counterparts

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

20. Signatures

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

21. No Joint Venture

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

22. Nullity

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

23. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

24. Third-Parties

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

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

TOWN OF GREAT BARRINGTON CORPORATION _____

Name
Title
On behalf of the
Town of Great Barrington

Name
Title
On behalf of _____

Agenda Item 8B

Article 25 of the May 7, 2018 Great Barrington, Massachusetts town meeting was a citizens petition stating...it shall be unlawful to sell non sparkling unflavored drinking water in single use containers of 1 liter (34 oz) or less in the town of Great Barrington on or after January 1, 2019 and to amend Chapter 1-5.1, Noncriminal Disposition Bylaw. This article was passed. We, the registered voters of Great Barrington, Massachusetts, signed below, call upon the SelectBoard of said town, to hold a special town meeting for the purpose of voting to repeal this law. (article 22 per the final GB town warrant)

(Article 22 on final GB RESOLVED WARRANT)

TOWN MANAGER

TOWN CLERK

JUN 27 2018

GREAT BARRINGTON JUN 27 2018 PM 1:03

(Must be a registered voter and street address only. No P.O. boxes)

BOARD OF SELECTMEN GREAT BARRINGTON, MA

PRINTED NAME	SIGNATURE	ADDRESS
Jay Raifstanger N	<i>JR</i>	P.O. Box 891 GB
Tammy Osterhout ✓	<i>T Osterhout</i>	4 Kalliste Hill P.O. Box 413 G.B. 01230
Susan J. McKay ✓	<i>Susan J McKay</i>	70 Blue Hill Rd 01230
JAMES M McKay ✓	<i>James M McKay</i>	70 Blue Hill Rd 01230
Evelyn Dacker ✓	<i>Evelyn Dacker</i>	or 91 State Rd 6 Emily Court 413 440 3437
RONALD WITZ ✓	<i>Ronald Witz</i>	45 Cusseta St. Gt-B.
Nancy Duryea ✓	<i>Nancy Duryea</i>	244 B Russell St Gt. Barrington
Linda Lavore ✓	<i>Linda Lavore</i>	49 Russell St GB

337 certified signatures
MYR 6/27/18

(7)

LAZAN GLOVER & PUCILOSKI LLP
BOSTON • GREAT BARRINGTON

DAVID M. LAZAN*
PETER L. PUCILOSKI
ALEXANDRA H. GLOVER

OF COUNSEL

SCOTT A. SANES^o
JAMES B. McLINDON
ALLIN B. KOENIG (1948-2011)

785 MAIN STREET
GREAT BARRINGTON, MA 01230
TELEPHONE 413-644-0200
FAX 413-644-0201
www.lazanlaw.com

Peter L. Puciloski
Email puciloski@lazanlaw.com

June 19, 2018

Via hand delivery

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

RECEIVED
TOWN MANAGER
JUN 19 2018
BOARD OF SELECTMEN
GREAT BARRINGTON, MA

Re: 0 Main Street and 910 Main Street, Great Barrington, MA
Tax Parcels 113/030.0-0000-0049.A and 113/030.0-0000-0049.0

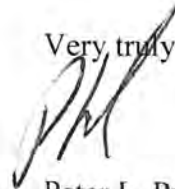
Dear Board:

Please be advised that Kevin C Charlton has agreed to sell, and Community Development Corporation of South Berkshire, acting as 910 Housing, Inc., has agreed to buy the above premises. A fully executed copy of the Purchase & Sale Agreement is included here with.

Notice is hereby given, in accordance with M.G.L.c.61B §§8 and 9, that Mr. Charlton intends to sell the above property, and that 910 Housing Inc. intends to convert the use of the property to low and moderate-income housing.

I attach a Waiver of Option for your convenience.

Very truly yours,



Peter L. Puciloski

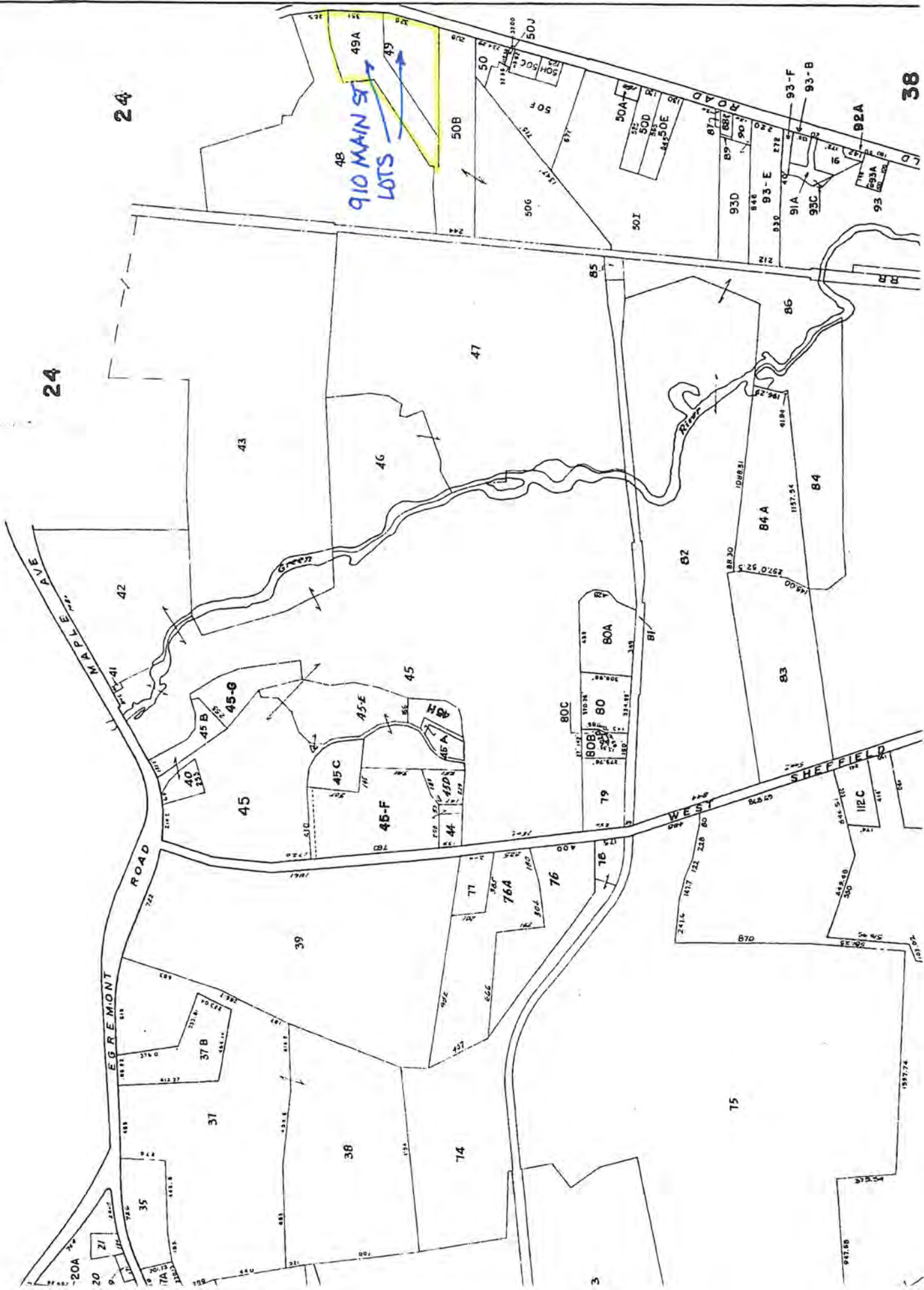
cc: Board of Assessors, Conservation Commission, Planning Board and State Forester
(c/o Commissioner of DCR)

Enclosure

140323

*Also admitted in Florida

^oAlso admitted in Texas



24

24

38

75

3

PARCEL_ID: 113/030.0-0000-0049.0 MAP 030.0 BLOCK 0000 LOT 0049.0 PARCEL ADDRESS: 910 MAIN ST as of: 7/3/2018

PARCEL INFORMATION

Owner#1: CHARLTON KEVIN C
 Owner#2:
 Address#1: 910 MAIN ST
 Address#2: GT BARRINGTON MA 01230-2013

Use-Code: 101
 Tax Class: T
 Tot Fin Area: 6428
 Tot Land Area: 3.48

Sale Price: 250000
 Sale Date: 7/2/2015
 Sale Type: P
 Sale Valid: V
 Grantor: CML BERKSHIRE LAND LLC

Book: LC 5
 Page: 75
 Cert/Doc:

Inspect Date: 6/2/2017
 Meas Date: 6/2/2017
 Entrance: X
 Collect ID: CL
 Inspect Reas: P

Road Type: T
 Rd Condition: P
 Traffic: L
 Water: L
 Sewer: L

Exempt-B/L%: 0/0
 Resid-B/L%: 100/100
 Comm-B/L%: 0/0
 Indust-B/L%: 0/0
 Open Sp-B/L%: 0/0

RESIDENCE # 1 INFORMATION

Style: CL
 Story Height: 2
 Roof: H
 Ext Wall: WS
 Masonry Trim: CN
 Foundation: FA
 Heat Type: O
 Fuel Type: 4
 Fireplace: 4
 Central AC:

Tot Rooms: 13
 Bedrooms: 7
 Full Baths: 6
 Half Baths: T
 Bath Qual: T
 Kitch Qual: 1984
 Ext Kitch: 1900
 Grade: G
 Condition: P
 Pct Complete: %Good P/F/E/R: 55/55/30

Main Fn Area: 2748
 Up Fn Area: 2728
 Add Fn Area: 952
 Unfn Area: 6428
 Eff Yr Built: 1984
 Year Built: 1900
 Sound Value: 257500
 Cost Bldg: 257500
 Att Str Val1:
 Att Str Val2:

Porch Type: P
 W
 Porch Area: 349
 362
 Porch Grade Factor:

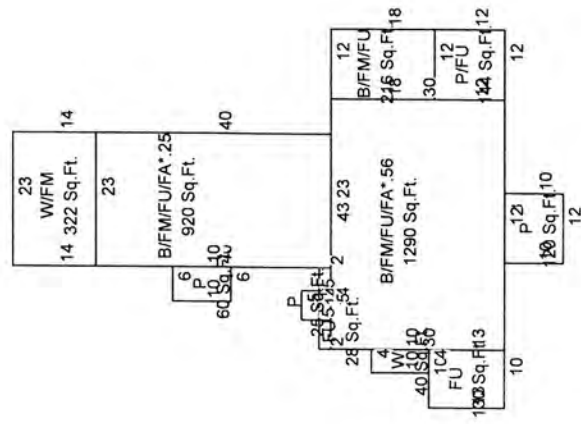
LAND INFORMATION

NBHD CODE:	2	NBHD CLASS:	Acres	Influ-1/2/3	Value	Class	
1	P	101	A	87120	2	N	90000
2	R	101	A	64469	1.48	N	6660

DETACHED STRUCTURE INFORMATION

Str	Unit	Msr-1	Msr-2	E-YR-Bit	Grade	Cond	%Good	P/F/E/R	Cost	Class

SKETCH



VALUATION INFORMATION

Current Total:	354200	Bldg:	257500	Land:	96700	MktLnd:	96700
Prior Tot:	349100	Bldg:	252400	Land:	96700	MktLnd:	96700

PHOTO



910 MAIN ST

PARCEL_ID: 113/030.0-0000-0049.A MAP 030.0 BLOCK 0000 LOT 0049.A PARCEL ADDRESS: 0 MAIN ST as of: 7/3/2018

PARCEL INFORMATION

Owner#1: CHARLTON KEVIN C
 Owner#2:
 Address#1: 910 MAIN ST
 Address#2: GT BARRINGTON MA 01230-2013

Use-Code: 132
 Tax Class: T
 Tot Fin Area: 0
 Tot Land Area: 5.22
 Sale Price: 250000
 Sale Date: 7/2/2015
 Sale Type: L
 Sale Valid: W
 Grantor: CML BERKSHIRE LAND LLC
 Book: LC 5
 Page: 75
 Cert/Doc:
 Road Type: T
 Rd Condition: P
 Traffic: L
 Water:
 Sewer:
 Exempt-B/L%: 0/0
 Resid-B/L%: 100/100
 Comm-B/L%: 0/0
 Indust-B/L%: 0/0
 Open Sp-B/L%: 0/0

RESIDENCE INFORMATION

Style:
 Story Height:
 Roof:
 Ext Wall:
 Masonry Trim:
 Foundation:
 Heat Type:
 Fuel Type:
 Fireplace:
 Central AC:
 Attic:
 Bsmt Area:
 Fn Bsmt Area:
 Bsmt Grade:
 RCNLD:
 Mkt Adj:
 Sound Value:
 Cost Bldg:
 Att Str Val1:
 Att Str Val2:
 Main Fn Area:
 Up Fn Area:
 Add Fn Area:
 Unfin Area:
 Tot Fin Area: 0
 Eff Yr Built:
 Year Built:
 Grade:
 Condition:
 Pct Complete:
 %Good P/F/E/R: ///

Porch Area

Porch Grade Factor

LAND INFORMATION

NBHD CODE: 2
 Seg Type Code Method Sq-Ft Acres Inlu-1/2/3 Value
 1 R 132 A 87120 2 N 9000
 2 R 132 A 140263 3.22 N 14490
 NBHD CLASS: B2
 Zone: B2
 Class

DETACHED STRUCTURE INFORMATION

Str	Unit	Msr-1	Msr-2	E-YR-Blt	Grade	Cond	%Good	P/F/E/R	Cost	Class

SKETCH

VALUATION INFORMATION

Current Total: 23500 Bldg: 0 Land: 23500 MktLnd: 23500
 Prior Tot: 23500 Bldg: 0 Land: 23500 MktLnd: 23500

PHOTO



TOWN OF GREAT BARRINGTON
MASSACHUSETTS

PLANNING BOARD

June 30, 2018

Selectboard
Town Hall
334 Main Street
Great Barrington, MA

RE: Chapter 61B Right of First Refusal
910 Main Street

Dear Members of the Selectboard:

At its meeting on June 28, 2018, the Planning Board voted to send a favorable recommendation to waive the Town's Right of First Refusal for 910 Main Street that is to be removed from Chapter 61B.

Thank you for the opportunity to comment.

Sincerely,

Kimberly L. Shaw
Planning Board Secretary

Cc: Chris Rembold, Town Planner

Shepley Evans
Conservation Agent

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

Telephone: (413) 528-1619 ext. 122
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON
MASSACHUSETTS

CONSERVATION COMMISSION

June 28, 2018

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

Re: Notice of Intent to Convert M.G.L. ch. 61A Land
Letter of Atty. Peter L. Puciloski dated June 19, 2018
Locus: 0 Main Street & 910 Main Street
Assessors Map 30 Lots 49.A & 49.0

Dear Selectboard:

At its regularly scheduled meeting on June 27, 2018, the Great Barrington Conservation Commission discussed the proposed conversion of the use of a portion of the subject land on Main Street from agricultural to low and moderate-income housing and voted unanimously to recommend, and do hereby so recommend, that the Selectboard waive the Town's right of first refusal to acquire the subject land.

Respectfully,

A handwritten signature in blue ink that reads "Shepley W. Evans". The signature is fluid and cursive.

Shepley W. Evans
Conservation Agent

CC: Chris Rembold, Town Planner
Atty. Peter L. Puciloski

NOTICE OF NONEXERCISE

Notice is hereby given that the Selectboard of the Town of Great Barrington have elected not to exercise their rights in accordance with M.G.L. c.61B §§ 8 and 9 regarding the property owned by Kevin C. Charlton at 910 Main Street and to be sold to 910 Housing, Inc. and further identified as:

0 Main Street, Tax Parcel 113/030.0-0000-0049.A

910 Main Street, Tax Parcel 113/030.0-0000-0049.0

Stephen C. Bannon, Chair

Ed Abrahams

Kate Burke

Bill Cooke

Daniel Bailly

Commonwealth of Massachusetts:
Berkshire County :ss

On this 9th day of July, 2018, before me, the undersigned notary public, personally appeared Stephen C. Bannon, Ed Abrahams, Bill Cooke, Daniel Bailly and Kate Burke, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and he/she signed as his/her free act and deed.

Notary Public,
Commonwealth of Massachusetts
My commission expires:
SEAL

**STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE
PURCHASE AND SALE AGREEMENT**

▶ **1. PARTIES:**

SELLER(S)	BUYER(S)
Name(s) <u>Kevin C Charlton</u>	<u>Jeffrey N. Cohen or Assigns</u>
Address <u>910 Main St</u>	<u>55 Hurlburt Rd</u>
<u>Great Barrington, MA 01230</u>	<u>Great Barrington, MA 01230-1552</u>

▶ **2. DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy SELLER's real property located at 910 Main St, Great Barrington, MA 01230 as more particularly described in a deed dated _____ and recorded in the _____ Registry of Deeds in Book _____, Page _____ or Land Court Certificate # LC 5 Page 75 Assessor's Map # 030 Section # _____ Lot # 049 (the "Property").

▶ **3. PURCHASE PRICE:** For the Property, BUYER shall pay the "Purchase Price" sum of \$ 410,000.00 of which an initial deposit has been paid on this day in the amount of \$ 3,000.00 and on 03/02/2018 date, an additional deposit in the amount of \$ 17,000.00 will be paid, resulting in a balance to be paid in the amount of \$ 390,000.00 in cash, wired funds, or by certified / bank check at the Closing.

3.1 Escrow: All deposits are to be held by the Listing Broker Lance Vermeulen Real Estate, Inc. ("Escrow Agent") in a non-interest bearing escrow account, unless otherwise specified herein.

▶ **4. CLOSING DATE:** The Deed is to be delivered and the Purchase Price paid on June 01, 2018 at 2:00 p.m. (the "Closing Date") at the appropriate Registry of Deeds or such other location within the county in which the Property is located, as specified by the BUYER.

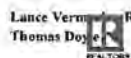
▶ **5. CONTINGENCY TERMS:** The following terms and dates apply to paragraphs 6, 7, 8, and 9 as the case may be:

5.1 Mortgage: Amt: _____ Rate: _____ Type: <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Pts: _____ Yrs: _____
5.2 Mortgage and/or Insurance Application Date: _____	<u>02/01/2018</u>
5.3 Mortgage Contingency Date: _____	_____
5.4 Insurance Contingency Date: _____	<u>03/01/2018</u>
5.5 Inspection Contingency Date: _____	<u>03/01/2018</u>
5.6 Septic System Inspection Date: (if applicable) _____	_____

6. MORTGAGE CONTINGENCY: The BUYER's obligations hereunder are contingent upon the BUYER's obtaining a written commitment letter from a conventional mortgage lender for a loan consistent with the contingency term used. Should the BUYER be unable to obtain such a commitment letter despite diligent efforts, BUYER may cancel this Agreement by submitting a written cancellation notice and a copy of the mortgage denial letter to the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the applicable Contingency Date indicated in paragraph 5, whereupon all obligations of the parties under this Agreement shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to (a) give such written notice or (b) make a good faith mortgage application by the Mortgage Application Date shall be a waiver of the BUYER's right to cancel under this Paragraph.

7. INSURANCE CONTINGENCY: The BUYER's obligations hereunder are contingent upon the BUYER's satisfaction with the insurability of the property. BUYER should consult with their lender and insurance carrier to determine the insurance coverage required for the Property and the premiums for such insurance coverage. BUYER's mortgage lender may require the purchase of additional flood insurance if they determine the property is located in Special Flood Hazard Area (SFHA). Past coverage or premiums paid by the SELLER are not an indication of the BUYER's insurance obligations for the property. The requirements and cost of homeowner and flood insurance include, but are not limited to, property attributes, risk ratings, applicant's credit rating and policy limits and must be individually determined by the insurance carrier. Should the BUYER be unable to obtain a satisfactory insurance binder despite diligent efforts, BUYER may cancel this Agreement by submitting a written cancellation notice and a copy of

SELLER(S) Initials: KCC BUYER(S) Initials: TNC pg 1 of 6
© Multiple Listing Service of the Berkshire County Board of REALTORS® Inc. | Last Revision: 8/2016



proof of insurance application to the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the Insurance Contingency Date indicated in paragraph 5, whereupon all obligations of the parties under this Agreement shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to (a) give such written notice or (b) make a good faith insurance application by the Insurance Application Date shall be a waiver of the BUYER's right to cancel under this Paragraph.

8. INSPECTION CONTINGENCY: The BUYER and BUYER's consultants shall have the right of access to the Property for the purpose of conducting a home inspection, at reasonable times, upon twenty-four (24) hours advance notice to the SELLER's Agent. Inspections may, at BUYER's option and expense, include but are not limited to: inspections for structural and mechanical matters, pests, including wood-boring insects, lead paint, mold, asbestos, radon gas, other hazardous substances, underground tanks, septic system, well water, wetlands and environmental conditions. Should BUYER receive an unsatisfactory inspection, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date, whereupon all obligations of the parties shall cease and BUYER's deposits shall be promptly returned in full. BUYER's failure to give such notice shall be a waiver of BUYER's right to cancel under this Paragraph. In consideration of BUYER's right to inspect and terminate, BUYER acknowledges that by accepting the deed BUYER accepts the condition of the Premises and releases the SELLER, SELLER's Agency and BUYER's Agents, from any and all liability relating to any defects in the Premises including, without limitation, water seepage from any source.

▶ **9. SEWAGE DISPOSAL / SEPTIC SYSTEM:** SELLER represents that the Property is served by a **municipal sewer system** / **septic system** / **other system as outlined in par 35.** If a septic system is present, the SELLER represents that it **is** / **is not** located entirely within the boundaries of the Property, to the best of their knowledge. Further, on or before the Septic System Inspection Date as defined in paragraph 5.6, the SELLER shall provide the BUYER with a Septic System Inspection Report (the "Report") issued less than two (2) years prior to the time of the indicated closing date or less than three (3) years if accompanied by system pumping records that show at least annual pumping during that time. Should the Report indicate that the system is a "failed system" as defined by Title 5 of the State Environmental Code (310 CMR 15.301), the BUYER may, within three (3) days of receipt of Report, cancel this Agreement, and all deposits shall be returned to the BUYER.

▶ **10. WATER:** SELLER represents that the property is serviced by a **municipal water system** / **private water company** / **well** / **other as outlined in par 35.** If a well is present, SELLER represents that it **is** / **is not** located entirely within the boundaries of the Property and **does** / **does not** contain defects known to SELLER. BUYER acknowledges that the local Board of Health may adopt regulations that establish criteria for private well siting, construction, water quality and quantity.

▶ **11. POSSESSION:** Full possession **free of all** / **subject to existing** tenants and occupants shall be delivered at the Closing Date. The Property shall be free of encroachments burdening the Property and of improvements that encroach on adjoining Property, including but not limited to buildings, septic systems, well and driveway, and has sufficient legal access to a public way.

▶ **12. SURVEY:** SELLER represents that **new** / **no new** boundaries are being created by the sale of the Property. If new boundaries are being created, SELLER shall deliver to BUYER at the Closing a survey of the Property, in recordable form. The SELLER shall pay for the preparation and recording of the survey, unless otherwise provided herein.

13. FIXTURES: Included in this sale as part of the Property, unless expressly excluded, are the usual fixtures owned by the SELLER and used in connection therewith including but not limited to, if any, furnaces, heaters, oil and gas burners and fixtures appurtenant thereto, built-in ranges, dishwashers and disposals, hot water heaters (if not rented), mantels, electric and other lighting fixtures, chandeliers, venetian blinds and window shades, attached mirrors, automatic door openers (with remote controls), installed air conditioners, wall brackets and hangers, built-in bookcases and shelving, all installed stair carpeting and wall to wall carpeting, drapery rods, curtain rods, plumbing and electrical covers, screens, screen doors, storm and other detached windows and doors, blinds, awnings, bathroom fixtures, towel bars, medicine cabinets, radio and television antennas, satellite dishes, fences, gates, hardy shrubs, and fire and security systems.

- Additional Appliances Included: _____
- Fixtures Excluded: cooking range, microwave oven, refrigerator and washer/dryer presently located in Seller's apartment.



- SELLER represents the following items are rented: Propane Tank / Hot Water Heater / Water Treatment System / Security System / Solar Panels Other as outlined in par 35. BUYER does / does not agree to assume the rental agreements.

14. ADJUSTMENTS: Current real estate taxes, water rates, sewer use charges and fuel are to be apportioned as of the Closing Date. Rents are to be apportioned only for the month in which the closing occurs and only when collected by either party. Unpaid rents due SELLER from months prior to the month of the Closing Date, shall be the responsibility of the SELLER to collect. If the real estate tax rate is not set as of the Closing Date, the apportionment of real estate taxes shall be made on the basis of the tax assessed for the most recent preceding year, with a readjustment at the request of either party, when the amount of the current year's rate tax is set. If the amount of the tax is reduced by abatement, the rebate, less the reasonable cost of obtaining it, shall be apportioned between the parties. SELLER or SELLER's attorney shall transmit to Buyer's Attorney, at least ten (10) days prior to the closing date, all mortgage and lien payoffs, municipal apportionments, state conveyance tax, and any other expenses required to be disclosed on the Closing Disclosure. Failure to transmit the expenses defined herein shall constitute SELLER's acceptance of Buyer's Attorney's calculations, performed using all reasonable and obtainable information. Such calculation shall be final and binding upon the parties.

- 15. BETTERMENT ASSESSMENTS:** SELLER represents that the Property is / is not subject to a betterment assessment. If the Property is subject to a betterment assessment, the SELLER agrees to pay the total outstanding betterment assessment at the closing / BUYER agrees to purchase the Property subject to, and assumes the payment of the betterment assessment.
- 16. TITLE:** The Property shall be conveyed by a good and sufficient quitclaim deed unless otherwise specified herein (accompanied by a Certificate of Title, if registered), conveying a good, clear record, marketable and insurable title, free of all encumbrances and exceptions, except:
 - Real Estate Taxes assessed or to be assessed on the Property to the extent that such taxes then are not yet due and payable.
 - Federal, state, and local laws, ordinances, by-laws, and rules regulating the use of land, particularly environmental, building, zoning, health, rent control, and condominium conversion laws, if any, applicable as of the date of this Agreement, provided that as of the Closing Date, the Property may be used as of right for single family residential use or, if the Property is/is not a single family residence, the Property may be used as of right for **multi-family development**.
 - Existing rights, if any, in party or partition walls; and
 - Utility easements in the adjoining ways.

17. USE OF PROCEEDS TO CLEAR TITLE: To enable SELLER to make conveyance as herein provided, the SELLER may at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests. Upon request, SELLER shall promptly provide BUYER's Attorney with written payoff instructions from all of SELLER's mortgagees. Said payoff instruction shall be in accordance with Massachusetts General Laws Chapter 183, Section 1, et seq. At closing, BUYER's Attorney shall transmit all of SELLER's payoffs to said mortgagees, and BUYER's Attorney shall be responsible to promptly secure and record the discharges of said mortgages. BUYER's attorney shall be compensated by the SELLER the customary fee associated with securing the discharge or discharges. SELLER shall pay the cost of discharge(s), and SELLER shall reimburse BUYER's Attorney the cost (if any) of overnight mail charges.

18. EXTENSION: If, after a reasonable and diligent effort, SELLER is unable to deliver title as defined in paragraph 15 or convey title of the Property as required hereunder, upon notice by either party, prior to the Closing Date, this Agreement shall be automatically extended for 30 days (or if BUYER's mortgage commitment sooner expires to a date one business day before the expiration of such commitment). SELLER shall remove all mortgages, attachments and other encumbrances incurred or assumed by SELLER which secure the payment of money, provided the total amount thereof does not exceed the Purchase Price, and SELLER shall use reasonable and diligent efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Property conform to the provisions hereof. At the end of the extended period, if all such defects have not been removed, or the SELLER is unable to deliver possession, or the Property does not conform to the requirements of this Agreement, BUYER may elect to terminate this Agreement and to receive back all deposits, upon receipt of which all obligations of the parties hereto shall cease.



19. STANDARDS: Any title matter or practice arising under or relating to this Agreement which is the subject of a Title Standard or a Practice Standard of The Real Estate Bar Association for Massachusetts shall be governed by said Standard to the extent applicable.

20. LEAD LAW: Pursuant to 40 CMR 745.113(a), for premises built before 1978, BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" attached to this agreement, regarding the Lead Law. BUYER acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including a ten (10) day right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c.111, 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Should BUYER receive an unsatisfactory inspection, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the Inspection Contingency Date or twelve days after execution of this agreement, whichever is later, whereupon all obligations of the parties shall cease and BUYER's deposits shall be promptly returned in full.

▶ **21. STORAGE TANKS:** BUYER acknowledges that the Massachusetts Board of Fire Prevention has issued regulations found in [527 CMR 9.00] that govern the maintenance, repair, and removal of storage tanks used to contain fuel. The SELLER hereby discloses that to the best of SELLER's knowledge, there are **underground oil** / **underground propane** / **aboveground oil** / **aboveground propane** / **other as outlined in par 35** / **no** storage tank(s) within the boundaries of the Property. Further, the SELLER discloses that any underground tanks **have** / **have not** been used within the past six (6) months and/or any aboveground tanks **have** / **have not** been used within the past twenty-four (24) months exclusively for the storage of fuel for consumption of the Property and to the best of the SELLER'S knowledge there has been no release or leakage of oil from such tank(s).

22. CONDITION OF PROPERTY AT CLOSING: Upon delivery of the Deed, the Property and all appliances therein and utilities serving the same shall be in their present condition, reasonable use and wear of same excepted. The Property is to be left broom clean and all personal property and rubbish removed. With respect thereto, BUYER shall have the right to walk-through the Property within twenty-four hours prior to the closing and if the sale is completed subsequent to said walk-through or if the walk-through is waived by BUYER, the foregoing condition of the Property shall, as between the BUYER and SELLER and their representatives (if applicable), be conclusively presumed to be acceptable to BUYER regardless of condition.

23. NOMINEE: BUYER may require the conveyance to be made to another person, persons, or entity ("Nominee"), upon notification in writing delivered to SELLER at least five days prior to the Date of Closing. The appointment of a Nominee shall not relieve BUYER of any obligation hereunder. Any Note or mortgage or other document to be delivered from BUYER to SELLER shall be executed by or unconditionally guaranteed by BUYER, unless otherwise specified herein.

24. CLOSING: Simultaneously with the delivery of the deed, SELLER shall execute and deliver:

- a) Smoke & Carbon Monoxide Detector Certificate of Compliance;
- b) Wood, Gas, Coal or Pellet Stove and/or Outdoor Wood Burning Furnace permit(s), where applicable
- c) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- d) A bill of sale for all personal property included as part of the sale, if requested by the BUYER.
- e) A Certificate of Occupancy for any structure that requires it, and in the case of new construction an assignment of any and all builder's, SELLERS, or manufacturer's warranties on the Property or on any appliances or other property included in the sale.
- f) FNMA Vendor's affidavit FNMA 1099;
- g) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulation issued thereunder, which states, under penalty of perjury, the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER's address (the "1445 Affidavit");



SELLER(S) Initials: KCC BUYER(S) Initials: INC

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Revised Charlton



h) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding.

25. RISK OF LOSS-INSURANCE AND DAMAGE PRIOR TO CLOSING: Prior to the delivery of the Deed, the risk of loss shall be on the SELLER. SELLER shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Property.

26. ACCEPTANCE OF DEED: Acceptance of the deed by BUYER shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. THE BUYER FURTHER ACKNOWLEDGES THAT THE BUYER IS PURCHASING THE PROPERTY 'AS IS' and BUYER has not relied upon any statements or representations, oral or written, regarding the condition or value, present or future, of the Property made either by the SELLER or the SELLERs Agents, which are not otherwise contained in this Agreement and that the SELLER's Agents are acting exclusively upon behalf of the SELLER. All oral or written representations between the parties are merged herein. BUYER further acknowledges it is the BUYER'S responsibility prior to closing to obtain any and all governmental permits for any intended use of the Property including, but not limited to, health or environmental department, planning or zoning board approvals. SELLER and SELLER'S representative(s) make no representations as to the adequacy of the Property being conveyed for BUYER'S intended purposes, disclosed or undisclosed.

27. MERGER: The parties agree that this Agreement contains all of the terms and conditions of this transaction. It is mutually agreed that any oral or prior written representation made by either party prior to the execution of this Agreement is null and void. This Agreement shall be construed as a legal contract under seal and is binding upon the parties, and their respective heirs, successors, and assigns.

28. SURVIVAL: Notwithstanding any presumptions to the contrary, all covenants, conditions, and representations contained in this Agreement, which by their nature, implicitly or explicitly, involve performance in any particular manner after the Closing and delivery of the deed, or which cannot be ascertained to have been fully performed until after the Closing and delivery of the deed, shall survive the Closing.

29. TERMINATION: In the event the BUYER terminates this Contract in accordance with the provisions herein relating to "Mortgage / Insurance Contingency," "Risk of Loss Insurance," "Inspection Contingency," "Septic System Inspection", default by SELLER, or the failure of any contingency shown under special conditions, the Escrow Agent shall forthwith refund such deposit money together with accrued interest thereon (if applicable) to the BUYER.

▶ **30. BUYER'S DEFAULT:** If the BUYER defaults, BUYER shall be liable to the SELLER in the amount of **\$20,000** of the purchase price, as liquidated damages, which shall be SELLER's exclusive remedy in law or in equity. The deposits shall be applied to the payment of said liquidated damages.

31. RELEASE OF DEPOSITS: The deposits (which term shall include all interest earned, if any) made hereunder shall be held in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The deposits may not be released from escrow without the assent of both BUYER and SELLER. The recording of the deed to the Property shall constitute such assent. In the event of any disagreement, the Escrow Agent shall retain the deposits pending written instructions by both the SELLER and BUYER, or by a court of competent jurisdiction. So long as Escrow Agent served in good faith, BUYER and SELLER each agrees to hold harmless Escrow Agent from damages, losses, or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto. BUYER and SELLER acknowledge that the Escrow Agent may be counsel or fiduciary to one of the parties and agree that Escrow Agent may continue to act as such counsel or fiduciary notwithstanding any dispute or litigation arising with respect to the deposits or Escrow Agent's duties.

32. AGREEMENT TO MEDIATE DISPUTE OR CLAIMS: Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement, or the brokerage services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers / Homebuyers Dispute Resolution System ("DRS"). Disputes and claims shall specifically include, without limitation, representations made by the SELLER, the BUYER, or the Broker(s) in connection with the sale, purchase, finance, condition, or other aspect of



the Property to which this Agreement pertains, including without limitation, allegations of concealment misrepresentation, negligence and / or fraud. If the parties reach a settlement, they shall both sign a settlement agreement. If the parties cannot reach a mutually agreeable settlement, they may arbitrate or litigate the dispute without regard to the mediation procedure. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to mediate under this paragraph, nor shall such filing constitute a breach of the duty to mediate. The provisions of this paragraph shall survive the closing.

33. GOVERNING LAW: This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.

34. DISCLOSURES: BUYER and SELLER acknowledge that they have been provided with a completed copy of the 'Mandatory Licensee-Consumer Relationship' form, as mandated by the Massachusetts Board of Registration of Real Estate Brokers and Salespersons. BUYER acknowledges receipt of: Lead Paint Property Transfer Notification Certification (for residences built before 1978); Home Inspectors Facts for Consumers brochure, prepared by the Office of Consumer Affairs. Right to Farm disclosure (if applicable). The BUYER acknowledges that there are no warranties or representations on which BUYER relies in making this Offer, except those previously made in writing.

35. SPECIAL CONDITIONS / ADDENDA: See attached addendum(s), incorporated here by reference.

1.) Offer is contingent on satisfactory feasibility study by Buyer including but not limited to inspection, wetlands implications and other matters pertaining to proposed development by Buyer or Assigns.

36. TERMINATION OF OFFER: This offer is subject to SELLER(s) execution and delivery of this agreement to BUYER by (time) Noon a.m. / p.m. and (date) December 19, 2017, after which time this offer is void and terminated, and deposit paid by BUYER shall be returned.

37. TIME: Time is of the essence of all provisions of this agreement, unless otherwise specified elsewhere in this agreement. Any reference to "days" shall mean calendar days and is not intended to mean only business days.

38. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, e-mail delivery of a ".pdf" format data file, or through a secure electronic signature service, such signatures shall create a valid and binding obligation of the party(s) executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original thereof.

39. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL: Executed under seal by the Parties hereto as of the latter of all dates set forth below, and incorporating all provisions on pages 1 through 6, together with referenced conditions, if any.

<i>Kevin C Charlton</i>	<small>2/19/2017 11:46:58 AM</small>	<i>Jeffrey N. Cohen or Assigns</i>	<small>12/19/2017 22:55:52</small>
SELLER:	DATE	BUYER:	DATE
Kevin C Charlton		Jeffrey N. Cohen or Assigns	
SELLER:	DATE	BUYER:	DATE

SELLER's Attorney's Name _____

BUYER's Attorney's Name _____



**STANDARD BERKSHIRE COUNTY MULTIPLE LISTING SERVICE
PURCHASE AND SALE AGREEMENT ADDENDUM
EXTENSION OF PURCHASE AND SALE AGREEMENT PERFORMANCE DATES**

1. PARTIES:

	SELLER(S)	BUYER(S)
Name(s)	<u>Keith C. Chaston</u>	<u>CDG of South Berkshire/Amica</u>
Address	<u>319 Main Street Great Barrington, MA 01230</u>	<u>Attn: Tim Keller 17 Bridge St./POB 739 Great Barrington, MA 01230</u>

2. EXTENSION OF PURCHASE AND SALE AGREEMENT PERFORMANCE DATES: The SELLER(S) and BUYER(S) who are parties to a Standard Berkshire County Multiple Listing Service Purchase and Sale Agreement ("AGREEMENT"), dated _____ for _____ (PROPERTY), hereby agree to extend the following contractual performance dates pursuant to the Agreement:

- Termination of Offer acceptance shall be extended to: _____
- Additional deposit to be paid by the BUYER to the SELLER shall be extended to: _____
- Closing date shall be extended to: on or before 08/22/2018
- Mortgage Application Date shall be extended to: _____
- Insurance Application Date shall be extended to: _____
- Mortgage Contingency Date shall be extended to: 04/02/2018
- Insurance Contingency Date shall be extended to: _____
- Inspection Contingency Date shall be extended to: 04/02/2018
- Septic System Inspection Date shall be extended to: _____

T/KC

See attached Addendum

In all other respects, the terms of the Purchase and Sale Agreement remain unchanged.

3. TIME: Time is of the essence of all provisions of this agreement.

4. THIS IS A LEGALLY BINDING ADDENDUM TO THE SIGNATURE PURCHASE AND SALE AGREEMENT REFERENCED HEREIN. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL: Executed under seal by the Parties hereto as of the date of all dates set forth below, and incorporating all provisions together with referenced additions, if any.

<u>L. Chaston</u>	<u>02242018</u>	<u>Timothy Keller</u>	<u>3/23/18</u>
SELLER:	DATE	BUYER:	DATE
SELLER:	DATE	BUYER:	DATE



Addendum to Extension Agreement between

Kevin C. Charlton, Seller

KC

CDC of South Berkshire, attn. Tim Geller



If Closing occurs after June 1, 2018, the Buyer's agrees to either credit at Closing \$1,000 to Seller or if a tenancy agreement is in effect between the parties, post-Closing, one month free rent. Buyer agrees to removal and replacement of two light sconces over the bar and the same with two light sconces in the bedroom of Seller's existing dwelling at the subject property.