

Mark Pruhenski
Town Manager

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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER
Selectboard Meeting via Zoom
Order of Agenda for Wednesday, May 11, 2022, at 6:00 PM

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84727797185?pwd=NDFRUjFITEl2eDN3bE5LaTNBQ0RmZz09>

Webinar ID: 84727797185

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

Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's February 12, 2022 Revised Order extending remote participation by all members in any meeting of a public body, this meeting of the Great Barrington Selectboard will be conducted via remote participation to the greatest extent possible. Specific information and the general guidelines for remote participation by members of the public and/or parties with a right and/or requirement to attend this meeting can be found on town's website, at www.townofgb.org. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner: See instructions at the top of the agenda. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

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

1. CALL TO ORDER SELECTBOARD REGULAR MEETING
 - a. Roll Call
2. BOARD REORGANIZATION
3. APPROVAL OF MINUTES
 - a. April 11, 2022
4. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS
5. TOWN MANAGER'S REPORT
 - a. Housatonic Water Works
6. LICENSES AND PERMITS
 - a. Molly Amstead of Berkshire South Regional Community Center, 15 Crissey Road, for a One-Day Beer and Wine Liquor License for their Welcome Summer Festival on Saturday June 4, 2022 from 11:00 AM to 4:00 PM
7. PUBLIC HEARINGS
 - a. Eugene Richard of Price Chopper, 300 Stockbridge Road for a Beer and Wine Package Store License, James Collins Manager
8. PREVIOUS BUSINESS
 - a. Samascott Orchards for a farm winery special license to sell at the Farmer's Market from May 11th through November 13th, 2022 from 10:00am to 4:00pm
 - b. Ephrat David for permission to install a driveway at 10 Knob Hill Road
 - c. Short-term rental public input session (*Subject to the ethics commission approval*)

- d. Short-term rental bylaw Discussion/Vote (*Subject to the ethics commission approval*)

9. NEW BUSINESS:

- a. Alyssa Eisler and Matthew Skyrpack for permission to install a driveway at 20 Alford Road.
- b. Selectboard vote to waive or exercise the Town's Chapter 61 Right of First Refusal on two parcels on Lake Buel Road identified as (1) 0.615 acres designated as Parcel A, a portion of existing Parcel 38.1 of Assessors Map 42; and, (2) 0.492 acres designated as Parcel B, a portion of existing Parcel 38D of Assessors Map 42; both parcels to be conveyed to the abutter and removed from Chapter 61 status.
- c. Review and approve the 2022 Annual Town Meeting Warrant
- d. Town Manager Performance Evaluation

10. CITIZEN SPEAK TIME

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

NEXT SELECTBOARD MEETING

Executive Session May 18, 2022

Regular Meeting May 23, 2022

Annual Town Meeting Monday June 6, 2022 beginning and June 9, 2022 (if needed)



Mark Pruhenski, Town Manager

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

Fee: \$25.00 (per day)



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: Molly Amstead

Organization Name: Berkshire South Regional Community Center

Applicant's Address: 15 Crissey Road, Great Barrington MA 01230

Telephone Number: 413-528-2810 Ext 37

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

Event: Welcome Summer Festival

Date: 6/4/22 Start Time: 11am End Time: 4:00 pm

Event Address: 15 Crissey Road Great Barrington MA 01230

Is the Event on Town property? YES NO

- PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:**
- 1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
 - 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.)
 - 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.

Molly Amstead
Signature of Applicant

5/4/22
Date

FOR TOWN USE:

Approved _____

Denied _____

Postponed _____

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

The Selectboard will hold a public hearing on Monday, April 25, 2022 at 6:00 PM, via Zoom to act on the application of Price Chopper Operating Co. of Massachusetts, Inc. d/b/a Market 32 by Price Chopper at 300 Stockbridge Road for a Wine and Malt Package Store License, James Collins Manager.

Stephen Bannon
Chair

Continued to May 11, 2022



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

APPLICATION FOR A NEW LICENSE

Municipality

Great Barrington

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

§15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

Annual

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

This is an application for a New Section 15 Annual Wines and Malt Liquor License to be exercised at 300 Stockbridge Road, Great Barrington.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

Price Chopper Operating Co. of Massachusetts, Inc.

FEIN

14-1454167

DBA

Market 32 by Price Chopper

Manager of Record

James Collins

Street Address

300 Stockbridge Road, Great Barrington, MA 01230

Phone

518-379-1421

Email

legal461nott@pricechopper.com

Alternative Phone

Website

www.pricechopper.com

3. DESCRIPTION OF PREMISES

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

In whole of said premises, totaling +/- 46,373 sq ft with two (2) entrances and two (2) exits, main sales floor and mezzanine, and storage in the rear.

Total Square Footage:

46,373

Number of Entrances:

2

Seating Capacity:

11

Number of Floors

1 + mezzanine

Number of Exits:

2

Occupancy Number:

639

4. APPLICATION CONTACT

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

Name:

Eugene Richard

Phone:

781-817-4444

Title:

Attorney

Email:

generichard@hrsllp.com

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	09-21-1959
State of Incorporation	Massachusetts	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
The Golub Corporation	461 Nott Street, Schenectady, NY 12308		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
owner	100	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Blaine R. Bringhurst	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Jody J. Plonski	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Vice President	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
James H. Peterson	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

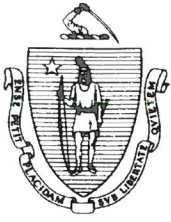
Name of Principal	Residential Address	SSN	DOB
Carrie A. Terraferma	[REDACTED]	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Secretary	0	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No



Amended with Amendments 11-10-2022
 Item 7. a. Price Chopper's application for a Beer and Wine Package Store License
The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

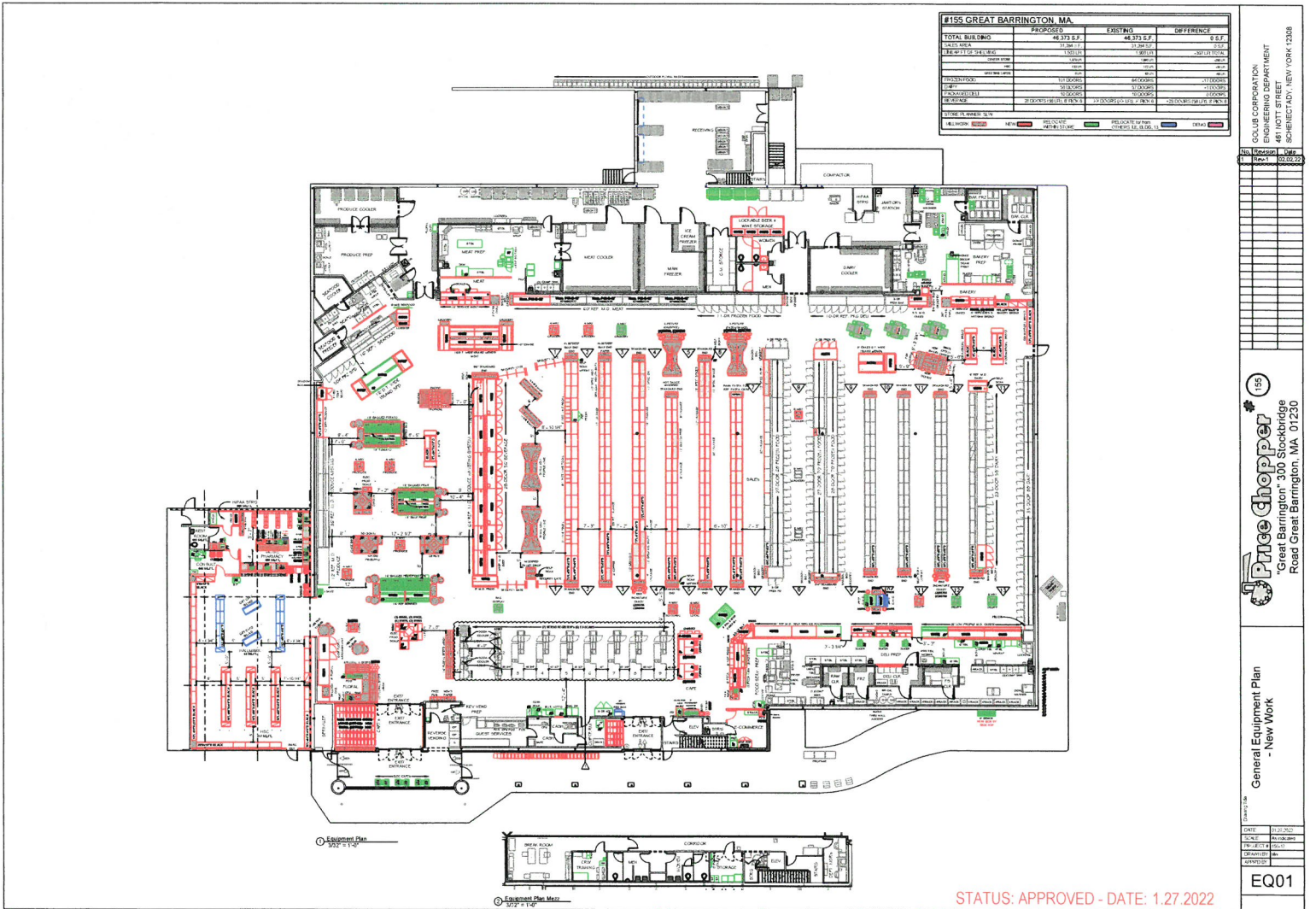
For the following transactions (Check all that apply):

- | | | | |
|--|--|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other <input style="width: 150px; height: 20px;" type="text"/> | | <input type="checkbox"/> Change of DBA |

**THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:**

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Selectboard Meeting Packet for May 11, 2022
 Item 7. a. Price Chopper's application for a Beer and Wine Package Store License



GOLUB CORPORATION
 ENGINEERING DEPARTMENT
 300 STOCKBRIDGE ROAD
 GREAT BARRINGTON, NEW YORK 12308

Price Chopper
 155
 Great Barrington 300 Stockbridge
 Road Great Barrington, MA 01230

General Equipment Plan
 - New Work

EQ01

No.	Revisions	Date

STATUS: APPROVED - DATE: 1.27.2022



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
 617-626-1700 fax: 617-626-1850 www.mass.gov/agr



Application for Certification of an Agricultural Event for the Sale of Wine Pursuant to M.G.L. c. 138, Section 15F

*To be completed by the licensed farm-winery and returned to:

By Mail: Agricultural Event Certification Program, 251 Causeway Street, Suite 500, Boston, MA 02114

By Email: Katelyn.Rozenas@mass.gov with the subject line "Agricultural Event Certification"

(A separate application must be completed for each event)

In order for your application to be considered complete, you must include the following documents. Incomplete applications will not be accepted.

- Signed and dated application with farm-winery license number
- List of vendors with brief descriptions of products for current year/season ✓
- ✓
- Event operational guidelines or rules for current year/season ✓
- ✓
- Resume of event manager or description of experience
- Plan depicting the premises and specific location where the license will be exercised. See Template 1. ✓
- Approval letter from event management including the name of the licensed farm-winery and the ✓
 day(s), month and year of event. See Template 2.

1. Applicant Information					
Name of Licensed Farm-Winery		Nine Pin Ciderworks LLC			
Farm-Winery License Number		2194986	State of Issue	New York	
Contact Person	Sonya del Peral				
Address	22 Park Row				
City	Chatham	State	New York	Zip	12037
Phone Number	518-392-4267	Email	sonya@ninepincider.com		
Correspondence preference Regular Mail Email <i>Note: Approval/denial letters will be sent regular mail.</i> Email					
Do you intend to sell, sample, or both? Check all that apply. <input checked="" type="checkbox"/> Sell <input checked="" type="checkbox"/> Sample					

2. Event Information

Name of Agricultural Event		Great Barrington Farmers Market			
Type of Event	Agricultural Fair (as defined by MDAR policy)	Farmers Market (as defined by MDAR policy)		Other Agricultural Event	
If you selected "Other Agricultural Event", how does this event promote local agriculture?					
Event Address	18 Church Street (Mailing: PO Box 488)				
City	Great Barrington	State	MA	Zip	01230
Event Phone Number	201.314.3811	Event Website	www.greatbarringtonfarmersmarket.org		

3. Event Description			
What are the date(s) and time(s) of the event?			
05 08 2022 11 13 2022 9am to 1pm			
Start date // End date // Time			
<small>Month Day Year Month Day Year</small>			
Yes, Saturdays			
If this is a weekly event, on what day of the week does the event occur?			
If the event is an agricultural fair, does the event include competitive agriculture?	Yes	No	N/A ✓
Is the event sponsored or run by an agricultural/horticultural society, grange, agricultural commission or association whose primary purpose is the promotion of agriculture and its allied industries?	Yes ✓		No
	If yes, identify: Great Barrington Farmers Market		

4. Event Management			
Name of Event Manager	Elizabeth (Betsy) Brennan		
Email Address	gbfmmanager@gmail.com	Phone Number	201.314.3811
Is this person the on-site manager?	Yes ✓		No

If no, identify on-site manager (include contact information):

If there are multiple managers, list them and include contact information:

Attach on-site manager(s) resume(s) or list any credentials or training of the on-site manager(s): *Relevant credentials include, but are not limited to, experience as a market manager, attendance at any market manager workshops, and experience with other agricultural events.*

Elizabeth Brennan, manager for GBFM as of 2021. Previously managed Summer Camp at Hawthorne Valley Farm in Ghent, NY, and served as Operations Manager for the Placed Based Learning Center. Elizabeth also works part time for the raw milk operation at Hawthorne Valley Farm as well as helps oversee the swine breeding operation. She is certified in CPR and Wilderness First Aid.

5. General

Attach or provide in the space below a plan depicting the premises and the specific location where the license will be exercised. *See template for necessary elements to include.*

See attached market map.

Sonya del Peral Farm-Winery License Number 2194986
Signature of Applicant 1/26/2022 Date

Nine Pin Ciderworks LLC by Sonya del Peral, Manager Title (please
Name (please print) print)
New York State

FOR DEPARTMENT USE ONLY

APPROVAL

The event listed above is an approved agricultural event by the Massachusetts Department of Agricultural Resources under M.G.L. C138, Sec. 15F.

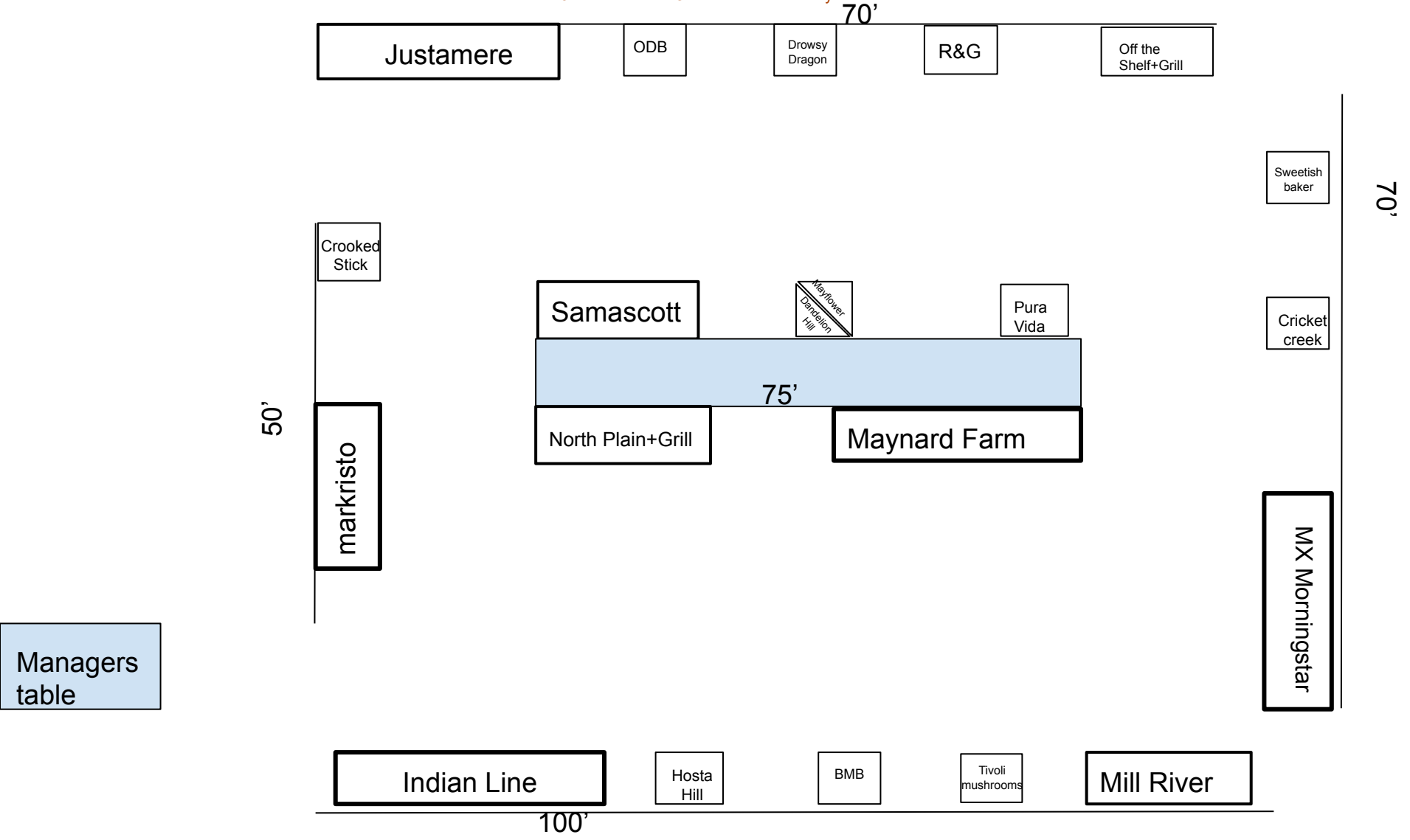
John Rebeaf 3/23/2022 Date
Signature

DENIAL

The event listed above is not approved as an agricultural event by the Massachusetts Department of Agricultural Resources for the following reason(s):

Signature Date

Selectboard Meeting Packet for May 11, 2022
Item 8. a. Samascott Orchards Farm Winery License



IMPORTANT! PLEASE RETAIN THESE RULES FOR FUTURE REFERENCE!

GREAT BARRINGTON FARMERS' MARKET RULES AND REGULATIONS 2022 SEASON

PREFACE

We, The Great Barrington Farmers' Market, are a group of local farmers, food producers, and crafts people who have joined together to offer a weekly outdoor market to the people of the Great Barrington area.

Now entering our 32nd year, the GBFM has always operated to promote locally grown and locally produced products. It is the belief of the GBFM that increased consumption of locally produced goods strengthens local farms and small businesses, improves the local economy, helps to develop community, and brings quality products and enjoyment to local consumers.

As a grower/producer market we take our commitment seriously that we as individuals and as a market are an integral part of a healthy local food system and that we offer for sale at the market only items which we have personally grown or produced.

The only exception is for those local items, deemed necessary by the steering committee, for which we have been unable to procure the actual grower/producer and for which we feel the market as a whole would be greatly enhanced. For further details see Section I Definitions, L, below.

All members of the GBFM are expected to take an active part in the market community. To that end, they are expected to volunteer their time and energy to aid in the successful operation of the market and to attend monthly on-site market meetings when invited.

Section I: Definitions

Please notice that the Great Barrington Farmers' Market (GBFM) is a 100% participating vendor' grown and/or produced market.

The following definitions contain requirements and are approved by the Great Barrington Farmers' Market (GBFM).

- A. CONTROLLED LAND – real property that is either: owned, rented, or leased by the farm.
- B. CUSTOM WORK – that labor which is not performed by the vendor or his/her regular help, but by another individual or organization which owns the equipment necessary to perform a specific task.
- C. FARM – a business that is engaged in the production of goods, including crops and or other agricultural products and /or processed foods for the purpose of selling those goods at farmers' markets, and is operated by owners, managers, and/or employees who produce agricultural products only on controlled land of the farm, and for the purpose of selling those products at farmers' markets.
- D. FARMER – any individual, or group, operating a farm and assuming financial risk for the production of crops and other agricultural products.
- E. 100% FARMER GROWN AND PRODUCED – All products offered for sale by the participating farmer must be grown and produced by that farmer and not by any other source.
- F. GROWN AND PRODUCED defined for each specific commodity as follows:
 - a. EGGS must be produced by birds owned and cared for by the farm.
 - b. FLOWERS, dried or fresh cut, must be planted, cultivated and harvested by the farmer on the

- farm.
- c. HERBS are defined as annuals, perennials or vegetables and defined therein.
 - d. HONEY must be extracted from hives that the farm owns or leases.
 - e. MEAT All livestock must be raised on your farm from weaning or born/hatched on your farm.
 - f. OTHER ITEMS – many other items may be offered at the GBFM, provided that the farm produces and/or processes those items. Please request further definitions for unique items.
 - g. PLANTS –ANNUALS must be started by the farm from seeds, plugs, cellpacks, corms, pre-finished stocks, cuttings, or bulbs and cared for by the farm, on the farm, for a minimum of thirty days.
 - h. PLANTS/PERENNIALS must be owned and cared for by the farm, on the farm, for a minimum of sixty days.
 - i. SMALL FRUIT must be planted, cultivated, and harvested by the farm on the farm.
 - j. TREE FRUIT all tree fruit must be planted, pruned, sprayed, and harvested by the farm on the farm.
 - k. VEGETABLES must be planted, cultivated, and harvested by the farm on the farm.
 - l. BAKED GOODS /PREPARED FOOD - Vendors must prepare goods from scratch. All major ingredients (such as fruit in fruit pies, meat in meat pies and eggs in quiche, etc.) must be regional and the source highlighted for customers to read. When a major ingredient is not regionally available (such as the chocolate in chocolate chip cookies), producers are still encouraged to source out whatever they can (such as eggs).
- G. LEASED – Any real property, trees, plants, buildings, structures, greenhouses, etc. which are not owned by the farm/business, but which provide a benefit to that farm/business will be considered leased property regardless of the method of compensation. This includes, but is not limited to, bartering, a lease agreement, and other formal and informal arrangements. All products grown and produced under a leased arrangement must comply with the “Grown and Produced” section of the definitions above. In the case of leased tree fruit properties and any other perennial crops, the farm must maintain separate labor hour records for that labor which is performed on the leased property. All lease arrangements and labor records are subject to review upon inspection by the GBFM.
- H. LOCAL/REGIONAL – Within a fifty mile radius of the GBFM, with possible exceptions made by the Steering Committee.
- I. PARTICIPATING FARMER –The farmer, manager, or employee of the farm who physically attends the market and sells the goods.
- J. SIGNAGE – Each vendor must display a sign indicating the name and location of his/her farm /establishment. In addition, processed food must also show the source of local ingredients and the location of processing, if different from farm/establishment. Signs must be legible and in plain view.
- K. PREPARED FOOD VENDOR – any local non-farmer who produces sweet or savory processed foods and baked goods on property owned, leased, or rented by that non-farmer and who is approved to sell those items at the GBFM.
- L. RESALE VENDOR – a Resale Vendor (Maximum 2) must:
- a. Sell a product/products that the steering committee has agreed is/are missing from the market and would benefit the market as a whole.
 - b. Be able to procure and sell 100% locally grown/produced products.
 - c. Be reviewed each year for acceptance to the market and in the event of a grower/producer wanting to join the market, that vendor would take precedence over the reseller for the upcoming/following

season.

- M. **VENDOR** – a farmer or supplemental vendor approved to sell products at the GBFM. Any reference to “Vendor” in the following sections of this document shall be deemed to include “all types of vendors.”

Section II: General Market Regulations

- A. **Members:** All potential participating vendors must submit an application annually to GBFM in order to be considered for participation. Criteria for acceptance of applications may include: ** Adherence to application and payment deadlines **Participation in previous year(s) **Willing volunteerism in the market in previous year(s) **Attendance record of previous year(s) **Volume of space available at the market site **Variety of products made available **Number and severity of warnings on record from the previous year **GBFM need for the product(s) offered.
- B. **Management:**
- a. The GBFM shall hold an annual meeting every fall. Notice shall be made at least one week in advance and may be made in person or by telephone, fax, U.S. mail, or e-mail. This meeting shall be open to all full-season and half-season and daily members of the market during the previous season. All members are expected to participate in the meeting; however, only paid-in-full members in good standing, either full or half season vendors shall have voting rights. Each farm shall have one vote. The meeting shall assess the previous season, anticipate the following season’s needs and elect the steering committee. Vote shall be by secret ballot. In case of a tie a runoff election shall be held.
 - b. Ideally, or when required, the market shall hold a brief meeting once a month at the end of market for discussion.
 - c. The Steering Committee shall be comprised of five individuals who are members of the market during the season in which they are elected and are expected to be members of the market through their elected term. The Steering Committee is responsible for the management and leadership of the GBFM. All terms shall be for two years. In order to ensure continuity and overlap, three members shall be elected in even-numbered years and two members in odd-numbered years. There shall be no limit to the number of terms an individual may serve. Steering committee members shall be individuals, not farm members. All members of the Steering Committee will be working members and each shall take responsibility for market management, both as individuals and as a group. The first meeting of the year shall be held by the end of Nov. each year, at which time the group shall determine the division of responsibilities. Steering Committee members are expected to attend all steering committee meetings; absences should be minimal.
 - d. The Steering Committee’s responsibilities shall include but are not limited to the following:
*developing a budget for each years market *hiring and supervising a market manager, annually
*hiring and supervising a bookkeeper *distributing and receiving applications for prospective vendors, both new and old *accepting and rejecting applicants for market and maintaining a waiting list of applicants *assigning spaces at market *developing and carrying out a publicity campaign *developing and carrying out a community relations program *taking, keeping and distributing typewritten notes from all meetings *supervising and supporting the Market Manager during operation of all Saturday markets *facilitating meetings and making agendas for market steering committee meetings*describing and assigning volunteer work expected to be done by the general market membership*one member of the Steering Committee shall serve as primary liaison to the market manager*one member of the steering committee shall serve as primary liaison to the market bookkeeper
 - e. Notice of Steering Committee meetings may be made in person or by telephone, fax, or e-mail,

with a weeks notice. Every effort shall be made to set future meeting dates at each meeting of the Steering Committee. Emergency meetings may be called with one day's notice; however vacancies may not be filled, nor members removed from the Committee at emergency meetings

- f.** Any member of the Steering Committee may resign at any time. If requested to do so by a majority of the remaining members, any member who resigns may continue to serve on the Steering Committee after resigning until the Steering Committee is able to replace that person.
- g.** Any member of the Steering Committee may be removed with cause by the unanimous vote of the other four members. Although it is hopeful that any such removal would never occur, cause could include: repeat failure to attend meetings; failure to act in a timely manner on their assigned responsibilities for market: breach of confidentiality; conflict of interest; or the inability to work with others in an amicable fashion.
- h.** Should there be a vacancy on the Steering Committee during the market season, a market meeting shall be called to elect an individual to fill the term of the vacancy. If the vacancy occurs while the market is not in session, the remaining members shall appoint an individual who is a member of the market to fill the empty position until the market opens. A meeting to elect someone to fill the vacancy shall be held when market opens, or at a pre-season all market meeting; the Steering Committee shall make a nomination; other nominations may be made by paid-in-full full season or half season vendors.
- i.** While the Steering Committee is responsible in a general way for the financial health of the GBFM it shall not be held responsible for the fiscal state of the market either as a group or as an individual. No individual member nor the entire group shall be liable in any lawsuit, accident, etc. that may occur around the GBFM. All members of the Steering Committee shall be listed on the market's liability insurance policy, along with the market manager and the owner of the property the market is located on.
- j.** Prospective vendors' applications shall be reviewed and voted on by the Steering Committee. A majority vote is required to bring a new vendor into the market. The Steering Committee may take exceptions to the rules governing vendors on a case by case basis. These exceptions to the rules governing vendors may only be made in order to fill the overall needs of the market, for example, to provide a product which is otherwise unavailable and for which customers have reasonably and frequently requested. These exceptions shall not be made lightly and shall require a vote of 4 out of 5 members when there is a full Steering Committee; otherwise it shall require a unanimous decision. The Steering Committee shall consider the alternative of having the market purchase such product and the market manager to sell it, with proceeds going to the market, however this is not required.
- k.** The Steering Committee shall attempt to reach all decisions by consensus; however a vote may be called for by any member of the Steering Committee at any time during discussion. If a vote is called, a majority of members present must agree to take a vote.
- l.** The position of Market Manager is elected by the Steering Committee on or before the 15th of January, annually. The current Market Manager is the official manager at the market, having authority to enforce the GBFM rules and acting as a representative of the GBFM. If a problem or dispute arises, the Market Manager, with the aid of the Steering Committee, will settle disputes. In the interest of promptness, the decision made, whether by the market manager alone or, if possible, with any steering committee's assistance, shall be final, but subject to appeal. Any vendor or vendors involved in a dispute shall have the right to ask for a follow-up meeting, discussion, and reconsideration by a quorum of the steering committee, whose decision shall then be final. That appeal process must be started within one week of the market; the meeting and discussion must

take place within one week of that time. It may be held in person, by phone, or by e-mail at the discretion of the Steering Committee. The Steering Committee shall have final authority over all disputes.

C. INSURANCE

- a. The GBFM shall carry liability insurance which protects the market. However, it does NOT protect the individual vendor. The owner of the property rented for the GBFM will be listed as an “additionally insured.” All Steering Committee members and the market manager shall also be listed as additionally insured.
- b. All vendors must carry their own General Liability Coverage Policy. A certificate of insurance must be submitted with the annual market application form.
- c. Any accident or injury must be reported immediately to the Market Manager.

D. SET UP/DISPLAY

- a. If a participating vendor is unable to attend on any given week, he/she must call the Market Manager before that market day begins. There will be no reimbursement for absences. Chronic absences that negatively affect the market, as decided by the Steering Committee, may result in the loss of selling space.
- b. Vendors should set up, display, and package their products in a way that protects their products from the elements. Vendors must also ensure that their physical set up is safe and hazard-free for all market participants. Awnings, tents, banners, etc. must be adequately secured.
- c. Vendors should arrive at the market 30-60 minutes before opening and must be ready to sell five minutes before opening. In the case of a late arrival, the Market Manager has the discretion to change that vendor’s location or to refuse that vendor permission to set up.
- d. No vendor vehicles will be permitted in the market after twenty minutes before market opening. All vehicles must be removed from the market area by five minutes before market opening. All vendors must drive in a reasonable and prudent manner with public safety first in mind while at market. All vendors must take care not to damage the building structures or physical grounds. Any such damage must be reported immediately to the Market Manager.
- e. The sale of goods is discouraged before the market officially opens and after it closes.
- f. All necessary licenses, certificates, sales tax documents, coupon acceptance notices, etc. must be appropriately displayed where required.
- g. Vendors are encouraged to have business cards available for customers.
- h. Each vendor must keep the area in and around his/her space clean at all times. Each vendor must leave his/her assigned space in broom clean condition by market closing. No foodstuff, rubbish, or personal belongings of any sort shall remain on the ground, in nearby trash barrels, in dumpsters, or anywhere else in the vicinity, after the market is officially closed. All refuse must be taken home with the vendor.
- i. The railroad tracks must remain free of debris. No vendor may throw, place, or let the wind blow an object into the area of the railroad tracks.
- j. Vendors are required to remain at the market for the entire market day until the official closing time.
- k. Early closing due to severe weather conditions shall be at the discretion of the Market Manager/Steering Committee representative.

E. PRODUCTS

- a. Processed foods as discussed in Section II(O) below may be sold if made locally. The vendor is responsible for complying with all requirements and licenses set by the town or city, state of

Massachusetts, and the Federal Government (USDA, FDA, and potentially others).

- b. Prepared food vendors offering processed foods or other products made of locally grown food or other plant products shall be given preference over other prepared food vendors.
- c. All products must have appropriate signage, including price.
- d. All products should be of top or grade A quality. Any seconds or canners may be offered but must be labeled as such. The Market Manager has the right to ban any inferior products from the sales area.

F. PUBLIC REGULATIONS

- a. Produce may be sold by the bunch, piece, container, or by weight.
- b. Vendors planning to use a scale should have it sealed by an official state or city Sealer of Weights and Measures. Household scales are not permitted.
- c. No solicitors, collection drives or manufactured products are permitted in the market area without the prior written approval of the Steering Committee.
- d. Prices will be fair market value, negotiated by the vendor and the customer. No warranty of any sort, express or implied, may be made by the Steering Committee, Market Manager, city or town on behalf of the vendors or the market.
- e. Each vendor is responsible for his/her own compliance with any applicable local, state or federal laws.
- f. Participating vendors are prohibited from the use of or being under the influence of drugs or alcohol while in attendance at market.
- g. Pets are prohibited from attending the GBFM with vendors.
- h. Participating vendors are prohibited from engaging in any behavior not appropriate for a public setting including, but not limited to, use of obscene or abusive language and or physical violence.

G. RULES AND ENFORCEMENT These rules are intended to be in the best interest of the GBFM, its vendors, and customers. The Steering Committee may, at any time, modify or add to these rules, to better serve these interests. The market manager is responsible for enforcing all rules. The prescribed penalties for violations of the above rules are as follows:

- a. First offense – The violator shall receive a written warning.
- b. Second incidence of same offense – The violator shall receive a second written warning accompanied by a fine of \$50.00 to be paid to the GBFM prior to the vendor's next attendance at the market.
- c. Third incidence of same offense – The violator shall be prohibited from participating in the GBFM for the next scheduled market.
- d. Any offense or combination of offenses shall, at the discretion of the Steering Committee, subject the violator to denial of future participation in the GBFM.

H. PAYMENT SCHEDULE Will be included with application

I. ENFORCEMENT PROCEDURES The following sections do not refer to infractions of rules or regulations, but to requirements relating to the source of products offered for sale at farmers' markets, such as, but not limited to:

- a. Selling any product which is not grown and/or produced by the participating vendor
- b. A repeated lack of appropriate signage, inaccurate signage, or misleading signage
- c. Egregious or repeated rude or socially unacceptable behavior towards the public or other vendors.

J. VISITS AND ENFORCEMENT

- a. Farm and Prepared Food Vendor Visits: the GBFM conducts visits as a matter of routine, and all

farmers and prepared food vendors who participate in the GBFM are subject to these visits at the discretion of the GBFM Steering Committee. The intent of these farm and prepared food vendor visits is to help GBFM better understand the needs and expectations of our members and to document their occupational practices. This may include reviewing product lists, acreage reports and any other relevant information. GBFM may use this information to determine whether additional visits are necessary. Farm and prepared food vendor visits are intended to be made on a friendly basis and without cause. Any vendor who applies for participation in GBFM and who did not attend the previous year should anticipate one to three visits during the season.

- b. Farm and Prepared Food Vendor Inspections: made only at the request of the GBFM Market Manager or the GBFM Steering Committee. The intent of inspections is to verify that a farmer prepared food vendor is in compliance with the rules of the GBFM at any time there is a reasonable doubt that a farm is a *farm* as defined above or that a prepared food vendor is producing what he/she purports to produce, or when the source of more than five products is in question at any one time. Farm inspections are made for cause.
- c. Any vendor who is the subject of an inspection shall receive written notice of the inspection including, but not limited to, the cause of the inspection, the timing of the inspection, and the GBFM expectations of the vendor prior to and during that inspection. The inspection will require a minimum of four hours of time in full daylight, and GBFM will conduct the inspection within one to seventy-two hours after written notice is provided. (2) All vendors who are subject to inspection must provide all documents pertinent to the production of their products. These may include: **Current year and one year prior seed and plant material receipts; **Current and one year prior fertilizer receipts **Current and one year prior pesticide receipts **Current and one year prior materials receipts **Current and one year prior ingredients receipts ** Property deed **Lease or rental agreement **Current detailed employment records **Current list of equipment currently owned and functioning **Full access to the vendor and employees for verbal interviews
- d. Product Inspections will be made by the GBFM Steering Committee designee at the request and at the expense of any GBFM member. Product inspections verify the grown and produced source of any product offered for sale at the GBFM when a GBFM member suspects a rules violation. Product inspections are made for cause.
 - i. Any vendor who is the subject of an inspection for source of product will receive written notice of the inspection, including, but not limited to, the cause of the inspection, the timing of the inspection, and the GBFM expectations of the vendor prior to and during that inspection. The product inspection will require a minimum of two hours in full daylight and GBFM will conduct the inspection within one to seventy-two hours after written notice is provided.
 - ii. All vendors who are subject to inspection for source of product must provide all documents pertinent to the production of that product. These may include: **Current year and one year prior seed and plant material receipts **Current and one year prior pesticide receipts **Current and one year prior materials receipts **Current and one year prior ingredients receipts **Full access to the vendor and employees for verbal interviews. ** Other documentation may be requested to provide additional information as the particular circumstances may require.

K. Filing of Grievances

- a. A complaint may be lodged by any GBFM member against any other member who is suspected of selling one or more products in violation of the market rules. All complaints must be filed with either the Market Manager or the Steering Committee. The Market Manager will process the

grievance form (provided by the Steering Committee) which will include: **the signature of all parties filing the grievance, along with printed names, addresses and telephone numbers **the name address and telephone number of the accused vendor **a list of the product(s) in question, and the justification for the grievance by the vendor(s) lodging the grievance **a brief written assessment of the issues by the Market Manager **cash or a check made out to GBFM paid by the filer in the amount of \$100.00 for the first product and \$50.00 for each additional product, to cover the product inspection fee. The Market Manager/Steering Committee will issue a copy of the grievance to each filer, and to the accused party, no more than two days after the grievance is filed.

- L. **Determination of Grievances** Upon receipt of the grievance, the GBFM Steering Committee or a designated agent will do a product inspection (as detailed in Product Inspections above) and prepare a summarized written report of the findings. A copy of the report will be issued to the Market Manager, Steering Committee, to each vendor who filed the grievance and to the accused vendor prior to the close of the market one week following the date that the grievance was filed. If the inspection finds sufficient evidence to show that market rules have been violated, the inspection fee will be returned in full to the vendor(s) who filed the grievance. If the inspection finds that the accused vendor is not in violation of market rules, the inspection fee will be deposited into the GBFM account to cover the costs of inspection and the matter will be dropped.

M. Penalties

- a. If a violation of market rules has been determined, a written notice of penalty will be issued promptly via certified mail or hand delivery, to the violating vendor by the Steering Committee or Market Manager. An appeal form will be issued along with the penalty notice. The prescribed penalties for violation of rules regulating the source of one to five (1 to 5) products are as follows:
- i. First Offense – The violator shall pay a fine of TWO HUNDRED (\$200) DOLLARS for the first product, and ONE HUNDRED (\$100) DOLLARS for each product thereafter. Said fine amount shall be deposited into the GBFM account. The fine shall be paid IN FULL prior to that vendor’s return to the GBFM.
 - ii. Second Offense – The violator shall pay the appropriate fines as in the first offense, **AND** the violator shall be prohibited from **SELLING THE PRODUCT(S) AT THE GBFM** for a period of fifty-two (52) weeks following determination of the second offense, regardless of the source of production during that period.
 - iii. Third Offense – The violator shall be **PROHIBITED FROM PARTICIPATING IN THE GBFM** for a minimum of fifty-two (52) weeks following the determination of the third offense. There will be no reimbursement of market fees, **AND** the violator’s application **may not be considered** after that period of time where the variety and volume of similar product lines are being satisfied by other vendors.
- b. Gross disregard of these Rules and Regulations such as: ** The sale of more than five products from sources not allowed by market rules ** The selling of products by any party who is not a vendor as defined herein ** The selling of products under a fraudulent lease agreement ** The act of not complying with the terms of a lease agreement relative to the definition of “grown and produced” herein shall subject the violator to the following penalties: **UPON THE FIRST OFFENSE AND WITH NO PREVIOUS WARNINGS, THE VIOLATOR WILL BE PROHIBITED FROM PARTICIPATING IN THE GBFM FOR A MINIMUM OF FIVE (5) YEARS EFFECTIVE ON THE DATE OF DETERMINATION AND WITH NO REIMBURSEMENT OF MARKET FEES.**

N. Appeals

- a. A vendor may file an appeal of a determination with the GBFM Steering Committee by

completing the Appeals Form that accompanies the penalty letter. An appeal must be filed within fourteen (14) days of receipt of the penalty letter.

- b. The GBFM Steering Committee shall review the appeals form and shall elect two of its five members who are most qualified and least connected to the case to move forward. These two will review the case, make appropriate inspections, and write a report of their findings.
- c. The Steering Committee will take no less than two (2) and no more than four (4) weeks from receipt of the appeal to render their decision. Said decision is final.
- d. During the appeal process, the violator is required to adhere to the original penalty (ies).

O. SALE OF PROCESSED FOODS

- a. Processed artisanal foods shall be made and produced by the owner and staff of the market member business.
 - b. Preference shall be given to individuals/businesses using locally grown foods in the production of their processed foods.
 - c. It is the responsibility of the vendor to comply with all local, state, and federal health laws regulating the production, licensing and labeling of processed foods.
 - d. Any permits or licenses required for the sale of a processed food must be submitted to GBFM along with the vendor's application prior to the sale of the processed food(s) at the GBFM.
 - e. The Market Manager has the right to require that a participating vendor remove a processed food from the selling display if the appropriate permit, license, or labeling is not apparent.
 - f. Suggested working definitions are listed below for **guidance** during the selling season. The Steering Committee may modify these definitions on a case- by-case basis:
 - i. ****BAKED GOODS** – prepared by the vendor, using locally grown fruits, vegetables, and other agricultural commodities whenever possible.
 - ii. ****CIDER** –apples must be produced by the vendor's farm, and the cider must be pressed by the vendor's farm or, if custom pressed, cider must have appropriate signage.
 - iii. ****DAIRY PRODUCTS** – raw milk must have been produced by the vendor's farm animals and/or processing must be done by the vendor's farm. All products must have appropriate signage. ****JAMS, JELLIES, PRESERVES** –raw product must have been produced by the vendor and/or processing must be done by the vendor, or if custom processed, products must have appropriate signage.
 - iv. ****MEAT PRODUCTS** – vendor must raise all animals.
 - v. ****MAPLE PRODUCTS** – raw sap must be produced by trees tapped by the vendor and/or the vendor must do all the processing and packaging.
 - vi. ****ORNAMENTAL PLANTS, ARRANGEMENTS, CRAFTS** – must be produced and/or processed by the vendor.
 - vii. ****POULTRY PRODUCTS**-vendor must raise birds and processing must be done by the vendor.
- P. **SEVERANCE** If any provision of the Rules and Regulations of The Great Barrington Farmers' Market 2017, is at any time deemed to be void or unenforceable by a court or competent jurisdiction, the remaining provisions shall not thereby be affected.

ANY QUESTIONS?

**Please call any member of
the GBFM Steering**

Committee

Maddie Elling
(413) 329-8389
Elizabeth Keen
(413) 429-5978
Tess Diamond
(310) 463-4803
Christa Stosiek
(518) 325-4261
Dennis Iodice
(413) 645-4685



Great Barrington Farmers Market
PO Box 488
Great Barrington MA
01230

www.greatbarringtonfarmersmarket.org

Samascott Orchards:

We are delighted to welcome you back as a vendor for the 2022 season! This 30th season runs Saturday May 7th through November 13th 9am to 1pm at 18 Church Street in Great Barrington MA. Please see the details below regarding your market schedule, upcoming meetings, events, and policies. Thank you so much for being part of the Market community!

Your Market Schedule: Full Season 10x20

Product Notes: To avoid market saturation, and ensure vendors are thriving, the steering committee places some restrictions on what you may bring. We have approved the following items: **All requested items.**

ALL MARKET MEETING TBD: The mandatory vendor market meeting is at Indian Line Farm. The date is not yet confirmed but we are planning on Wednesday, April 20th. This event is potluck style and an opportunity for us to meet each other, share a meal, and go over market procedures in person! See you there: please invite any market staff to join us as well.

If you have any questions, need help navigating the health department, or any other assistance we are here for you. Please reach out. You will also find the market bylaws attached for you to reference.

Best,

--

Maeve Dillon
Market Manager
(413) 717-745

APPLICATION BY A FARMER/WINERY FOR LICENSE TO SELL AT A FARMER'S MARKET (CH.138, §15F)

One By One FARMER/WINERY Form 11-2017
Item 8. a. Samascott Orchards Farm Winery License

YEAR 20

22

1. Licensee Information:

ABCC License Number: (If Existing Licensee) NY 2194986

Name of Applicant: NINE PIN CIDERWORKS LLC

Mailing Address: 22 PARK ROW

Business Name (d/b/a if different):

Manager of Record: SONYA DEL PERAL

City/Town: CHATHAM State NY Zip 12037

Phone Number of Premises: 518-392-4267

Other Phone: 518-449-9999 Email: SONYA@NINEPINCIDER.COM Website: WWW.NINEPINCIDER.COM

Contact Person concerning this application (attorney if applicable):

Name: SONYA DEL PERAL City/Town: CHATHAM State NY Zip 12037

Address: 22 PARK ROW Email: SONYA@NINEPINCIDER.COM

Contact Number: 518-392-4267 Fax Number:

2. Event Information:

A. Farmer's Market licenses are only permitted at events that the Department of Agriculture has certified as Agricultural Events.
Please attach document from Department of Agricultural Resources certifying that this is an agricultural event.

Date(s) of Event: 3/7/22 - 11/13/22

B. Contact person for applicant during event:

Name: Jake Samascott

Phone number of contact: 518 330 5649

C. Description of the premises within the Farmer's Market:

Address of Premises for the Sale of Wine: 18 Church St

City/Town: Great Barrington State MA Zip 01230 Phone Number of Premises: 201 314 3811

Describe Area to be Licensed:

10'x 20' Pop up tent

Selection Worksheet Packet for May 1, 2022
 Item 8. a. Sample and Retail Farm Winery License
APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A FARMER'S MARKET (CH.138, §15F)

3. Existing License(s) to Manufacture, Export and Sell at Retail:

List the license(s) you hold which authorize the manufacture, exportation and retail sale of wine to consumers: (Attach a copy of each license)

Name	License Type	License Address
NINE PIN CIDERWORKS LLC	U.S. BASIC PERMIT WINE PREMISES	929 BROADWAY ALBANY NY 12207
NINE PIN CIDERWORKS LLC	NEW YORK FARM CIDERY	929 BROADWAY ALBANY NY 12207

4. Are you providing, without charge, samples of wine to prospective customers?

Yes No

Section 15F specifically requires that "all samples of wine shall be served by an agent, representative or solicitor of the licensee."

A. If yes, please provide names and addresses of all agents, representatives and solicitors:

Name	Address	ABCC License Number

B. Proof of Age for Sale to Consumers:

Please identify all methods by which you will obtain proof of age before providing samples or making any sales of wine to consumers :

PICTURE ID CHECK

5. Transportation and Delivery:

Please identify in detail all persons or businesses that are licensed under M.G.L. c. 138, §22 that will be making any delivery of wine on your behalf to the Farmer's Market in Massachusetts.

David Loyola

*If additional space is needed, please use last page.

Section 8. a. Samascott Orchards Farm Winery License
**APPLICATION FOR LICENSE BY A FARMER WINERY TO SELL AT A
FARMER'S MARKET
(CH.138, §15F)**

6. Safety and Tax Registration:

Has the Farmer's Market registered with the Food and Drug Administration? Yes No Registration Date: OCTOBER 28, 2015

7. Disclosure of License Disciplinary Action:

Have any of the your licenses to sell alcoholic beverages ever been suspended, revoked or cancelled? Yes No

If yes, list said interest below:

Date	License	Reason why license was Suspended, Revoked or Cancelled

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, I have filed all state tax returns and paid all state taxes required under law. I further understand that each representation in this application is material to the determination of the application and state under penalty of perjury that all statements and representations therein are true.

Note: The LLA may require additional information.

Signature

Gonza deferal, manager

Title

MANAGER

Date

1/26/2022

Additional Space

Please note which question you are using this space for.

A large, empty rectangular box with a thin black border, occupying most of the page below the text. It is intended for providing additional space for responses to questions.

2013-BWNP-01332-O

DEPARTMENT OF THE TREASURY - ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

BASIC PERMIT

(Under Federal Alcohol Administration Act)

1. PERMIT NUMBER
 NY-W-21031

2. DATE OF PERMIT

08/30/2013

5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)
 NINE PIN CIDERWORKS LLC

3. REGISTRY NUMBER (if applicable)
 BWN-NY-21028

4. DATE OF APPLICATION 05/22/2013

929 BROADWAY
 ALBANY, NY 12207-0000



6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

*Used for Contract Bottling or Packaging/Branding Purposes

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

- a. Distilled Spirits - distiller rectifier (processor) warehouseman and/or warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified,
- b. Wine - producer and blender blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended,
- c. Importer - importing into the United States the following alcoholic beverages:
 while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported.
- d. Wholesaler - Purchasing for resale at wholesale the following alcoholic beverages:
 while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so purchased.

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO OPERATIONS OFFICE WITHOUT DELAY.

THIS IS AN

ORIGINAL PERMIT

AMENDED PERMIT

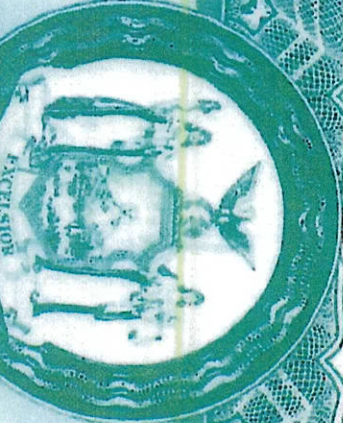
REASON FOR AMENDMENT

DATE OF AMENDMENT

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL

FOR JOHN J. MANFREDA, ADMINISTRATOR

FARM CIDERY LICENSE
SERIAL #: 2194986
COUNTY: ALBANY



EFFECTIVE DATE: 12/03/2019
EXPIRATION DATE: 1/31/2023
CERTIFICATE #: 922737

NEW YORK STATE LIQUOR AUTHORITY

THE LICENSEE DESIGNATED BELOW IS HEREBY GRANTED PERMISSION, UNDER THE ALCOHOLIC BEVERAGE CONTROL LAW TO TRAFFIC IN ALCOHOLIC BEVERAGE PURSUANT TO THE TYPE OF LICENSE INDICATED IN THE UPPER LEFT HAND CORNER OF THIS CERTIFICATE AND ACCORDING TO THE STATUTES AND REGULATIONS PERTAINING THERETO.

THIS LICENSE SHALL NOT BE TRANSFERABLE TO ANY OTHER PERSON OR TO ANY OTHER PREMISES OR TO ANY OTHER PART OF THE BUILDING CONTAINING SUCH LICENSED PREMISES. IT SHALL NOT BE DEEMED A PROPERTY OR VESTED RIGHT AND MAY BE REVOKED AT ANY TIME PURSUANT TO LAW

METHOD OF OPERATION
FARM CIDERY

sidewalk cafe

NINE PIN CIDERWORKS LLC

929 BROADWAY
ALBANY

NY 12207

FILING FEE \$100.00
LICENSE FEE \$225.00

Vincent G. Bradley
Vincent G. Bradley
Chairman

Certificate No. 60922737

BEFORE COMMENCING OR DOING ANY BUSINESS FOR THE TIME FOR WHICH THIS LICENSE HAS BEEN ISSUED, THE SAID LICENSEE SHALL BE ENCLOSED IN A SUITABLE WOOD OR METAL FRAME, HAVING A CLEAR GLASS SPACE AND A SUBSTANTIAL WOOD OR METAL BACK SO THAT THE WHOLE OF SAID LICENSE MAY BE SEEN THEREIN, AND SHALL BE POSTED UP AND AT ALL TIMES DISPLAYED IN A CONSPICUOUS PLACE IN THE ROOM WHERE SUCH BUSINESS IS CARRIED ON, SO THAT ALL PERSONS VISITING SUCH PLACE MAY READILY SEE THE SAME.

FOLD AND TEAR HERE

FOLD AND TEAR HERE



YOUR FRIENDS AND NEIGHBORS

*"I love saying hello to friends and visitors at the market, and helping them to discover our products" -JP
Justamere Tree Farm*

meet our vendors

PRODUCE

Indian Line Farm (<http://www.indianlinefarm.com/>)

Markristo Farm (<http://www.markristofarm.com/>)

MX Morningstar Farm (<http://www.mxmorningstarfarm.com/>)

Maynard Farm (<http://www.maynardfarms.com/>)

Mill River Farm (<http://millriverfarm.org/>)

Samascott Orchard (<https://www.samascott.com>)

MEAT AND CHEESE

Cricket Creek (<http://cricketcreekfarm.com/>)

Off the Shelf Eggs (<https://offtheshelffarm.com/>)

R+G Cheese Maker (<https://www.rgcheese.com/>)

North Plain Farm (<http://www.northplainfarm.com/>)

MayFlower Farm (<https://mayflowerfarm.net/>)

Selectboard Meeting Packet for May 11, 2022
Item 8. a. Samascott Orchards Farm Winery License

BAKED GOODS

Berkshire Mountain Bakery (<http://berkshiremountainbakery.com/>)

Our Daily Bread (<http://www.odbefree.com/>)

PREPARED FOODS

Hosta Hill (<http://www.hostahill.com/>)

Justamere Tree Farm (<http://www.justameretreefarm.com/>)

Crooked Stick Pops (<https://crookedstickpops.com/>)

INTERESTED IN BEING A MARKET VENDOR? (/VENDORS)

GREAT BARRINGTON FARMERS MARKET, 18 CHURCH STREET, GREAT BARRINGTON, MA, 01230, UNITED
STATES GBFMMANAGER@GMAIL.COM ([MAILTO:GBFMMANAGER@GMAIL.COM](mailto:GBFMMANAGER@GMAIL.COM))

Powered by Squarespace ([http://www.squarespace.com?](http://www.squarespace.com?channel=word_of_mouth&subchannel=customer&source=footer&campaign=4fd1028ee4b02be53c65dfb3)
[channel=word_of_mouth&subchannel=customer&source=footer&campaign=4fd1028ee4b02be53c65dfb3](http://www.squarespace.com?channel=word_of_mouth&subchannel=customer&source=footer&campaign=4fd1028ee4b02be53c65dfb3))

Selectboard

Fee \$50.00

Application for Access to a Public Way / Driveway Permit

Number _____

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date 4/1/2022

Name of Applicant / Property Owner Ephrat David

Mailing address 10 Knob Hill Road

Phone number 413-212-9192 edavid212@gmail.com

Location of proposed driveway / highway entrance move 1 entrance of existing circular driveway away from abutting neighbor

Contractor who will perform the work Williams Paving

Address & phone number of contractor 52 Great Barrington Rd, West Stockbridge, MA 01266

Proposed construction date As soon as possible

Type of driveway (gravel, asphalt, etc.) asphalt

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be:
 approved as submitted
 approved with conditions attached
 disapproved for reasons attached
 resubmitted with changes suggested per attached

Staff Reviews Received:	Conditions		
	Received	Recommended	Other Permits Required
Conservation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Chief:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Planning:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

Pursuant to its vote of _____ in favor and _____ opposed, at its meeting on _____, the Great Barrington Selectboard granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectboard: _____, its _____
(signature) (title) (date)

Selectboard Meeting Packet for May 11, 2022
 Item 8. b. Ephrat David for a Driveway at 10 Knob Hill Road

CERTIFY TO: BRIAN H. SCHWAB
 I HEREBY REPORT THAT THE BUILDING(S) SHOWN ON THIS PLAN ARE APPROXIMATELY LOCATED ON THE GROUND AS SHOWN AS SHOWN ON THE 100 YEAR FLOOD PLAN FROM AN INSTRUMENT SURVEY AND IS NOT TO BE USED FOR FENCES, ETC.

[Handwritten signature]

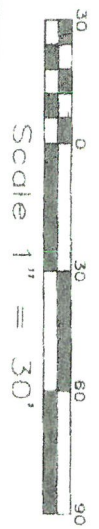
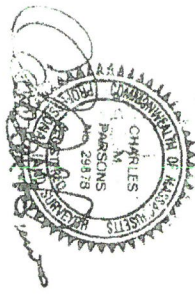
THIS PARCEL IS SUBJECT TO AND WITH THE BENEFIT OF ALL RIGHTS, RESTRICTIONS, CONDITIONS, EASEMENTS, LEASES, ENCUMBRANCES AND APPURTENANCES OF RECORD.

propose change to existing circular driveway

FOR BANK USE ONLY
 THIS PLAN IS NOT TO BE USED FOR ADDITIONS, SPECIAL PERMITS OR VARIANCES.

LOOKS DEED: BK - 1129 Pg - 212
 PROPERTY ADDRESS: 10 KNOB HILL ROAD
 THIS IS NOT A SURVEY AND IS SUBJECT TO ANY STATEMENT OF FACTS A SURVEY MAY REVEAL

- LEGEND
- ▷ POINT COMPUTED
 - IRON PIPE FOUND (04/1899 BY THIS OFFICE)



PLOT PLAN PREPARED FOR
BRIAN H. SCHWAB
 GREAT BARRINGTON, MASSACHUSETTS
 FEBRUARY - 2011 SCALE 1" = 30'
 KELLY, GRANGER, PARSONS & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 312 MAIN STREET P.O. BOX 88
 GREAT BARRINGTON, MASSACHUSETTS 01230
 PHONE (413) 528-3291
 FAX (413) 528-1912
 File Name: C:\EP14\PILOTPLAN\SCHWB211



~~Chris Rembold~~

From: Charles Burger
Sent: Tuesday, April 5, 2022 11:59 AM
To: Lisa Richards; Chris Rembold; Sean Van Deusen; John Malumphy; Paula Ely; Paul Storti; Great Barrington Conservation Commission
Cc: Amy Pulver
Subject: RE: Access to a Public Way/Driveway Permit Application

I do not have any issues but please have the Fire District review it. I believe the driveway is being moved so as to pretty much touch a hydrant.



Charles Burger

Fire Chief

413-528-0788 ex 4
cburger@townofgb.org

Town of Great Barrington
Fire Department
37 State Road
Great Barrington MA 01230



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

From: Lisa Richards <LRichards@Townofgb.org>
Sent: Tuesday, April 5, 2022 11:19 AM
To: Chris Rembold <crembold@Townofgb.org>; Sean Van Deusen <svandeusen@townofgb.org>; Charles Burger <cburger@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Paul Storti <PStorti@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>
Cc: Amy Pulver <apulver@Townofgb.org>
Subject: Access to a Public Way/Driveway Permit Application

TO: Conservation, Fire Chief, Planning Dept. Wastewater and DPW:

Please find attached an Application for "Access to a Public Way/Driveway Permit" for your review and comment (approval).

The next Select Board meeting is April 25th and they will need it back by April 20th.

Thank you,

Lisa Richards

Lisa Richards

From: Chris Rembold
Sent: Tuesday, April 5, 2022 11:20 AM
To: Lisa Richards; Sean Van Deusen; Charles Burger; John Malumphy; Paula Ely; Paul Storti; Great Barrington Conservation Commission
Cc: Amy Pulver
Subject: RE: Access to a Public Way/Driveway Permit Application

I see no planning issues with this.



Christopher Rembold, AICP

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

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

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

From: Lisa Richards <LRichards@Townofgb.org>
Sent: Tuesday, April 5, 2022 11:19 AM
To: Chris Rembold <crembold@Townofgb.org>; Sean Van Deusen <svandeusen@townofgb.org>; Charles Burger <cburger@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Paul Storti <PStorti@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>
Cc: Amy Pulver <apulver@Townofgb.org>
Subject: Access to a Public Way/Driveway Permit Application

TO: Conservation, Fire Chief, Planning Dept. Wastewater and DPW:

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The next Select Board meeting is April 25th and they will need it back by April 20th.

Thank you,

Lisa Richards

Lisa Richards

From: Great Barrington Conservation Commission ✓
Sent: Tuesday, April 5, 2022 4:10 PM
To: Lisa Richards; Chris Rembold; Sean Van Deusen; Paul Storti; Charles Burger; John Malumphy; Paula Ely
Cc: Amy Pulver
Subject: RE: Access to a Public Way/Driveway Permit Application

Lisa:

No Conservation Commission wetlands or scenic mountain issues or concerns.

Regards,

-Shep



Shepley W. Evans

Conservation Agent
Animal Control Officer
Animal Inspector
413-528-1619 ex 122
conservation@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230



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

From: Lisa Richards <LRichards@Townofgb.org>

Sent: Tuesday, April 5, 2022 11:19 AM

To: Chris Rembold <crembold@Townofgb.org>; Sean Van Deusen <svandeusen@townofgb.org>; Charles Burger <cburger@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Paul Storti <PStorti@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>

Cc: Amy Pulver <apulver@Townofgb.org>

Subject: Access to a Public Way/Driveway Permit Application

TO: Conservation, Fire Chief, Planning Dept. Wastewater and DPW:

Please find attached an Application for "Access to a Public Way/Driveway Permit" for your review and comment (approval).

The next Select Board meeting is April 25th and they will need it back by April 20th.

Thank you,

LAZAN GLOVER & PUCILOSKI LLP
BOSTON • GREAT BARRINGTON

PETER L. PUCILOSKI
ALEXANDRA H. GLOVER
ADRIENNE L. ARNOLD

OF COUNSEL
DAVID M. LAZAN*
SCOTT A. SANES[◇]
JAMES B. MCLINDON

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

Alexandra H. Glover
Email glover@lazanlaw.com

April 22, 2022

By Hand

Stephen Bannon, Chair
Selectboard, Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

Re: 13 Knob Hill, Great Barrington

Dear Mr. Bannon and Members of the Selectboard:

I write with regard to the application for permission to access a Public Way (driveway permit) for 10 Knob Hill Road, filed by the property owner, Ephrat David. This application appears on the agenda for the April 25 meeting.

Please be advised that I represent Yigal Litvin and Robin Scheman, the abutters to the Davids' property. The application omits a critical fact: that Mr. Litvin and Ms. Scheman hold a deeded right-of-way, 30-foot-wide easement over the David property. This easement is referenced in the deed to the Applicant, which deed includes a plan depicting that right-of-way. A copy of the deed is attached hereto as Exhibit A.

The purpose of the right-of-way was to provide access to an unimproved lot owned by Mr. Litvin and Ms. Scheman. Ms. David was well aware of this encumbrance prior to purchasing their property. Presumably, its existence was factored into the purchase price that the Davids paid for the property, and it was a valuable aspect of the lot purchased by my clients.

My clients have tried for an extended period of time to work cooperatively with the Applicant on a proposal to submit to the Town. See Glover Correspondence dated April 30, 2021, attached hereto as Exhibit B. Both parties have engaged counsel. Notwithstanding all of my clients' efforts, including multiple proposed configurations for

218049

*Also admitted in Florida

◇Also admitted in Texas

RECEIVED
TOWN OF GREAT BARRINGTON
APR 25 2022
SELECTBOARD &
TOWN MANAGER'S OFFICE

the driveways, Ms. David submitted this application without any notice to Mr. Litvin or Ms. Scheman.

Ms. David is attempting to use this Board to gain an advantage in a private property dispute caused by the desire to eliminate an encumbrance on their property. This action is particularly egregious, in that the Davids were content to ignore the driveway regulations of the Town until it occurred to them to use those regulations as a sword for their own benefit.

The Town should deny the application for the driveway permit and should direct Ms. David to return to the Board with a proposal that addresses the right-of-way over their property. Mr. Litvin and Ms. Scheman stand ready to work with their neighbors, as they have for more than a year.

Very truly yours,



Alexandra H. Glover

Encl.

EXHIBIT A



2012 00219405
Bk: 2105 Pg: 256 SBRD
Page: 1 of 5 03/19/2012 02:42 PM

KNOW ALL PERSONS BY THESE PRESENTS

That I, BRIAN SCHWAB, of Great Barrington, MA, for consideration paid in the amount of SIX HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$625,000.00) grant to BENNY EZEKIEL DAVID and EPHRAT DAVID, Husband and Wife, whose residence and post office address is 10 Knob Hill Road, Great Barrington, Massachusetts, to be held as Tenants by the Entirety, with QUITCLAIM COVENANTS, the land with the buildings thereon situated in the Town of Great Barrington, County of Berkshire, Commonwealth of Massachusetts bounded and described as follows:

Locus: 10 Knob Hill Road, Great Barrington

MASSACHUSETTS EXCISE TAX
Southern Berkshire ROD 001
Date: 03/19/2012 02:42 PM
Ctrl# 008332 29505 Doc# 00219405
Fee: \$2,850.00 Cons: \$625,000.00

A certain lot with all buildings thereon situated on the southerly and westerly sides of Knob Lane and Knob Hill Road, in the Town of Great Barrington, Berkshire County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe in the southerly line of Knob Hill Road at a corner of land now or formerly of one Webber;

thence southwesterly along land now or formerly of said Webber 145 feet;

thence southeasterly along land of Eugene Caligari, Jr., now or formerly, 235 feet to an iron pipe in the westerly line of Knob Lane;

thence northerly along Knob Lane 149 feet;

thence northwesterly along Knob Hill Road 240 feet, more or less, to the place of beginning, containing 35,000 square feet, more or less.

Reserving to Eugene Caligari, Jr., his heirs and assigns, a right of way 30 feet in width along land of one Webber, now or formerly, along the westerly boundary line extending from Knob Hill Road to land now or formerly of the said Caligari.

Also granting a right of way in common with others over and along the presently existing private way from the easterly line of the premises conveyed to Castle Hill Avenue.

The premises above described have a frontage on Knob Hill Road. Said Knob Hill Road was formerly known as Knob Lane. the name Knob Lane now applies to the right of way extending along the easterly boundary of the above described premises from Knob Hill Road to Castle Hill Avenue.

The address of the premises is 10 Knob Hill Road, Great Barrington, formerly known as 6 Knob Hill Road, Great Barrington.

Said premises are subject to and with the benefit of a sewer line easement from William A. Caligari and Patricia Caligari to Joan L. Solomon dated April 13, 1999 and recorded on May 10, 1999 in the Southern Berkshire Registry of Deeds in Book 1128, Page 301.

Also subject to and with the benefit of a sewer line easement from Benjamin F. Rice and Mary C. Rice to Joan L. Solomon dated April 15, 1999 and recorded on May 10, 1999 in said Registry in Book 1128, Page 302.

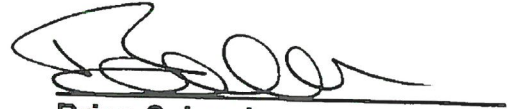
Subject to and with the benefit of a sewer line easement from Stephen P. Blackwell and Glenna M. Blackwell to Joan L. Solomon dated April 17, 1999 and recorded May 10, 1999 in said Registry in Book 1128, Page 305.

Subject to an easement from Joan L. Solomon to Massachusetts Electric Company and New England Telephone and Telegraph Company dated May 2, 1999 and recorded May 10, 1999 in said Registry in Book 1128, Page 304.

This conveyance shall be subject to a View Easement in favor of property located at 12-16 Knob Lane, Great Barrington, as further described in a deed to the grantor recorded in the Southern Berkshire Registry of Deeds in Book 2042, Page 150 ("the dominant tenement"). This right shall run with the land of both the dominant and servient tenements for so long as Grantor herein is the owner of 12-16 Knob Lane, Great Barrington and shall otherwise terminate and be of no further force or effect. The Grantor shall have the right and the obligation at Grantor's expense to trim the trees located on the servient tenement annually in a professional manner maintaining the conical shape of the trees, except for any trees located in the hatched area, shown on the attached sketch.

Being the same premises conveyed to the grantor herein by deed of Andrew E. Diamond and Elizabeth Diamond dated February 28, 2011 and recorded in the Southern Berkshire Registry of Deeds in Book 2042, Page 61.

Witness my hand and seal this 9th day of March 2012.


Brian Schwab

COMMONWEALTH OF MASSACHUSETTS

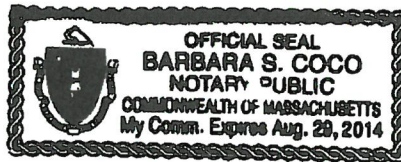
County of Berkshire, ss:

On this 9th day of March, 2012, before me, the undersigned notary public, personally appeared Brian Schwab, proved to me through satisfactory evidence of identification, which was (check whichever applies):

- driver's license or other state or federal government document bearing a photographic image;
- oath or affirmation or a credible witness known to me who knows the above signatory; or,
- my own personal knowledge of the identity of the signatory,

to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.


Notary Public
My Commission Expires: 8/29/2014



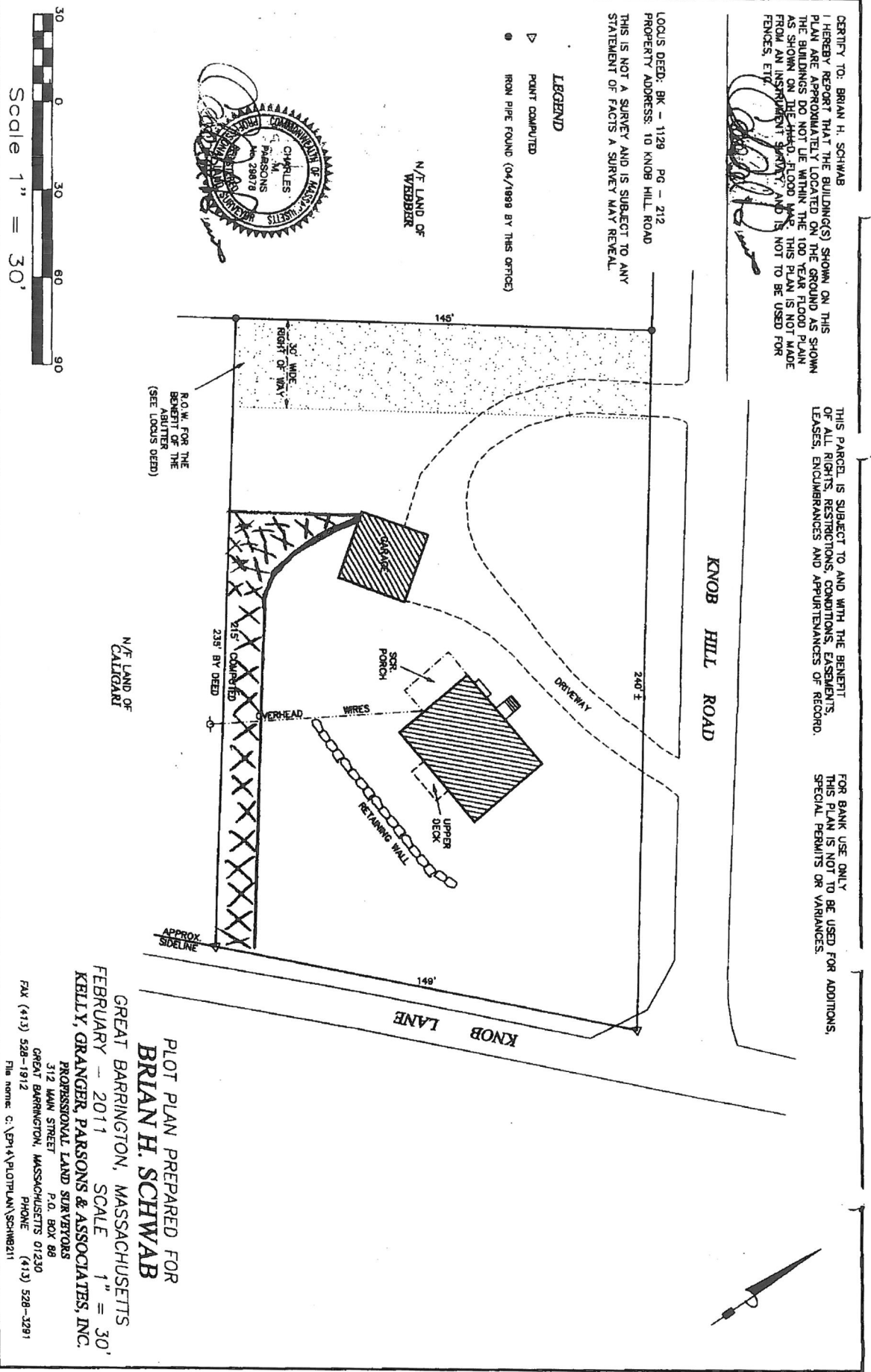
CERTIFY TO: BRIAN H. SCHWAB
 I HEREBY REPORT THAT THE BUILDING(S) SHOWN ON THIS PLAN ARE APPROXIMATELY LOCATED ON THE GROUND AS SHOWN AS SHOWN ON THE HEAD FLOOD MAP. THIS PLAN IS NOT MADE FROM AN INSTRUMENT SURVEY, AND IS NOT TO BE USED FOR FENCES, ETC.

THIS PARCEL IS SUBJECT TO AND WITH THE BENEFIT OF ALL RIGHTS, RESTRICTIONS, CONDITIONS, EASEMENTS, LEASES, ENCUMBRANCES AND APPURTENANCES OF RECORD.

FOR BANK USE ONLY
 THIS PLAN IS NOT TO BE USED FOR ADDITIONS, SPECIAL PERMITS OR VARIANCES.

LOCUS DEED: BK - 1129 PG - 212
 PROPERTY ADDRESS: 10 KNOB HILL ROAD
 THIS IS NOT A SURVEY AND IS SUBJECT TO ANY STATEMENT OF FACTS A SURVEY MAY REVEAL.

- LEGEND**
- ▽ POINT COMPUTED
 - IRON PIPE FOUND (04/1989 BY THIS OFFICE)



PLOT PLAN PREPARED FOR
BRIAN H. SCHWAB
 GREAT BARRINGTON, MASSACHUSETTS
 FEBRUARY - 2011 SCALE 1" = 30'
 KELLY, GRANGER, PARSONS & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 312 MAIN STREET P.O. BOX 88
 GREAT BARRINGTON, MASSACHUSETTS 01230
 PHONE (413) 528-3281
 FAX (413) 528-1912
 File Name: c:\EPI4\PILOTPLAN\SCHWB211

ATTEST: BERKSHIRE SOUTH Wanda M. Beckwith REGISTER
 WANDA M. BECKWITH

EXHIBIT B

LAZAN GLOVER & PUCILOSKI LLP
BOSTON • GREAT BARRINGTON

PETER L. PUCILOSKI
ALEXANDRA H. GLOVER
ADRIENNE L. ARNOLD

OF COUNSEL
DAVID M. LAZAN*
SCOTT A. SANES[◊]
JAMES B. MCLINDON

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

Alexandra H. Glover
Email glover@lazanlaw.com

April 30, 2021

By UPS delivery

Benny Ezekiel and Ephrat David
10 Knob Hill Road
Great Barrington, MA 01230

Re: 10 Knob Hill /13 Knob Hill Road

Dear Mr. and Mrs. David:

Please be advised that I represent Sam Litvin and Robin Scheman with regard to the 30'-foot right-of-way over your property located at 10 Knob Hill Road.

The right-of-way in question was originally reserved in the deed of Eugene Caligari, Jr. to John E. Mullen and Alice K. Mullen dated June 26, 1959 and recorded in the Berkshire Southern District Registry of Deeds in Book 322, Page 44 on June 30, 1959. The right-of-way is referenced in the deed to you from Brian Schwab dated March 9, 2012 and recorded in said Registry in Book 2105, Page 256 on March 19, 2012, and on the sketch attached to said deed. It is also referenced in the deed to Sam and Robin, dated October 20, 2020 and recorded in said Registry in Book 2632, Page 326 on the same day.

The purpose of this letter is to inform you that my clients will be making use of the right-of-way to access their abutting property. They are aware that a garden has been installed in the right-of-way, and they do not want to disrupt your use of the garden this year. Therefore, my clients are granting you a revocable license to maintain the garden in the right-of-way at this time.

There is also a driveway installed in the right-of-way. If that driveway is to remain and is to become a shared driveway (so as to avoid two separate driveways across your property), then the Town of Great Barrington will require a common driveway permit in accordance with Article III, §153-19 of the Town Code. Such a permit is issued

196124

*Also admitted in Florida
◊Also admitted in Texas

by the Planning Board. My clients are certainly willing to work with you on the issue of the driveway. For the time being, to the extent that the driveway is located within my clients' right-of-way, Sam and Robin also grant you a revocable license for the driveway to remain in its current location.

Sam and Robin would like to maintain good relations with you and with all their neighbors, and will endeavor to respect your privacy while making use of their right-of-way. With the cooperation of all parties, the use of the right-of-way can be coordinated so that all parties can enjoy their properties. Either my clients or I will be in touch with you as Sam's and Robin's plans progress.

Very truly yours,



Alexandra H. Glover

Town of Great Barrington

Selectboard

4/29/2022
Fee \$50.00 ✓

Application for Access to a Public Way / Driveway Permit

Number 1017

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date 4/22/2022
Name of Applicant / Property Owner Kendra Hewins / owners - Alyssa Eisler Matthew Skyrpack
Mailing address 200 Alum Hill Ashley Falls, MA 01222 (Hewins Excavating)
Phone number (413) 229-6055
Location of proposed driveway / highway entrance 20 Alfred Rd.
Contractor who will perform the work Hewins Excavating, LLC
Address & phone number of contractor 200 Alum Hill Ashley Falls MA (413) 229-6055
Proposed construction date May 2022
Type of driveway (gravel, asphalt, etc.) gravel

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be: () approved as submitted () approved with conditions attached () disapproved for reasons attached () resubmitted with changes suggested per attached

Staff Reviews Received:

	Received	Conditions Recommended	Other Permits Required
Conservation:	()	()	()
Fire Chief:	()	()	()
Planning:	()	()	()

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

Pursuant to its vote of _____ in favor and _____ opposed, at its meeting on _____, the Great Barrington Selectboard granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectboard: _____, its _____ (signature) (title) (date)

THIS PARCEL IS SUBJECT TO AND WITH THE BENEFIT OF ALL RIGHTS, RESTRICTIONS, CONDITIONS, EASEMENTS, LEASES, ENCUMBRANCES AND APPURTENANCES OF RECORD.

RECORD OWNERS: MATTHEW SKYRPACK & ALYSSA EISLER
 PROPERTY ADDRESS: 20 ALFORD ROAD
 (ASSESSOR MAP 32, LOT 86D)
 LOCUS DEED: BK-2771 PG-19

N/2 LAND OF
SARAH LORD McCANDLLESS

N/2 LAND OF
JO VALENS

ZONING REQUIREMENTS
 DISTRICT: R2
 MIN. LOT AREA: 43,560 SF (1 ACRE)
 MIN. LOT WIDTH: 150'
 MIN. FRONT YARD SETBACK: 50'
 MIN. SIDE YARD SETBACK: 20'
 MIN. REAR YARD SETBACK: 30'
 MAX. LOT COVERAGE: 20%

LEGEND

- △ COMPUTED POINT
- IRON PIPE FOUND
- UTILITY POLE

N/2 LAND OF
**STEPHEN FILMUS, TRUSTEE OF THE
 STEPHEN FILMUS NOMINEE TRUST**

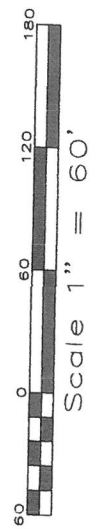
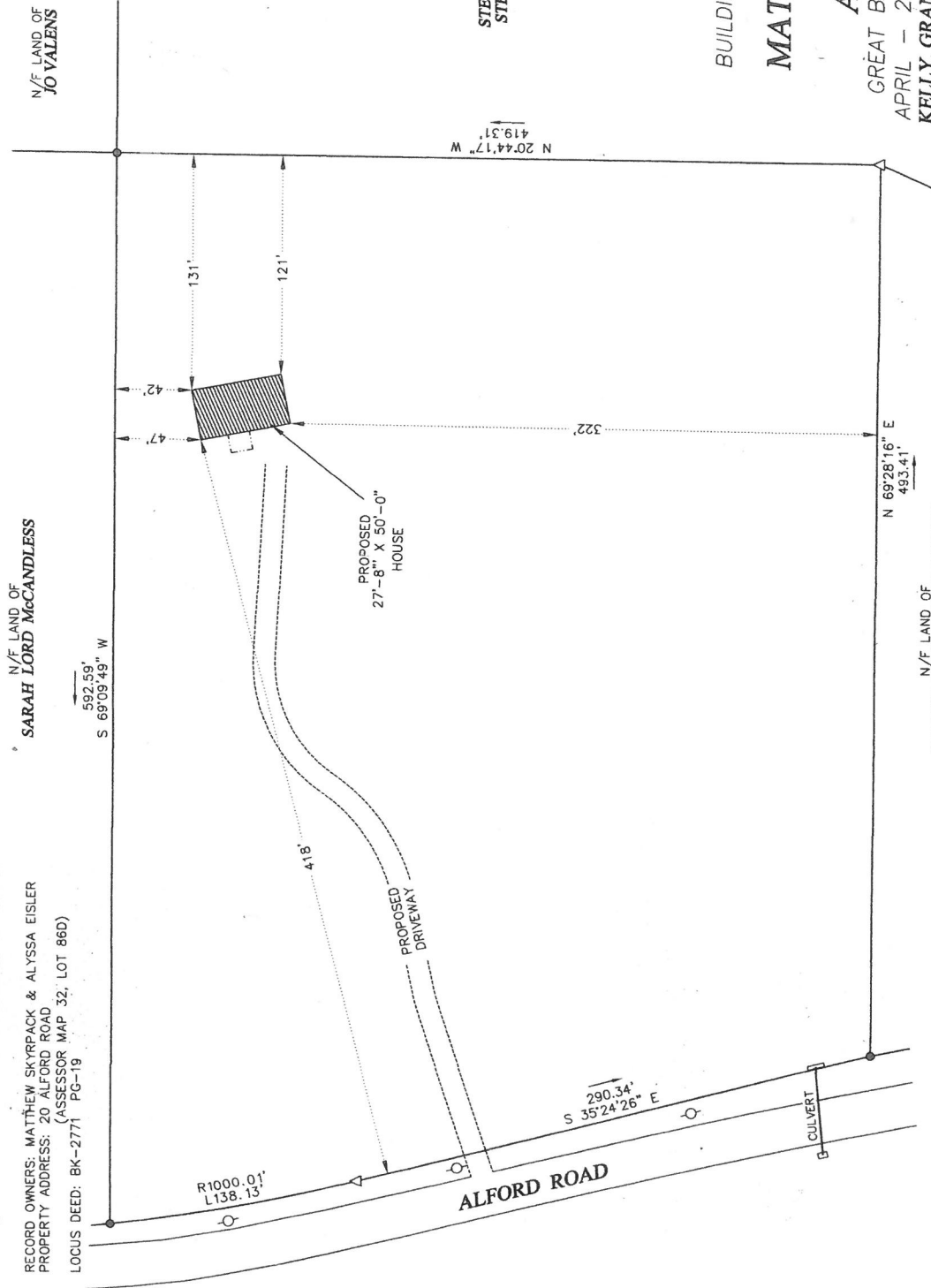


BUILDING PERMIT SITEPLAN PLAN
 PREPARED FOR
MATTHEW SKYRPACK

ALYSSA EISLER
 GREAT BARRINGTON, MASSACHUSETTS
 APRIL - 2022 SCALE 1" = 60'

KELLY, GRANGER, PARSONS & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 312 MAIN STREET P.O. BOX 88
 GREAT BARRINGTON, MASSACHUSETTS 01230
 PHONE (413) 528-1912 FAX (413) 528-3291

C:\Carlson Projects\Great Barrington\ALFORD ROAD\skyrpack\skyrpack422.dwg (MAR)



Lisa Richards

From: Great Barrington Conservation Commission
Sent: Monday, May 2, 2022 1:48 PM
To: Lisa Richards
Subject: RE: Driveway Permit Application-20 Alford Rd

Lisa:

The Conservation Commission has reviewed the design of the driveway, including the wetland crossing, and has approved the project with standard conditions. The wetland crossing has been designed by a recognized wetland scientist and the sequencing of work has been reviewed and approved by the Commission. With regard to the wetlands aspects of the project, the Commission recommends approval.

Respectfully,

-Shep Evans



Shepley W. Evans

Conservation Agent
Animal Control Officer
Animal Inspector
413-528-1619 ex 122
conservation@townofgb.org

Town of Great Barrington
334 Main Street
Great Barrington MA 01230



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

From: Lisa Richards <LRichards@Townofgb.org>
Sent: Friday, April 29, 2022 2:04 PM
To: John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>; Chris Rembold <crembold@Townofgb.org>; Charles Burger <cburger@Townofgb.org>
Subject: Driveway Permit Application-20 Alford Rd

Please find a Driveway permit for 20 Alford Rd, Gt. Barrington

Please respond.

Lisa Richards

From: Charles Burger
Sent: Monday, May 2, 2022 5:06 PM
To: Chris Rembold; Lisa Richards; John Malumphy; Paula Ely; Great Barrington Conservation Commission
Subject: RE: Driveway Permit Application-20 Alford Rd

Any culverts installed should be able to support an 80,000 lb truck. Any turns in the 12' width should be able to be navigated by an engine. The site is level so grade should not be an issue.



Charles Burger

Fire Chief
413-528-0788 ex 4
cburger@townofgb.org

Town of Great Barrington
Fire Department
37 State Road
Great Barrington MA 01230



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

From: Chris Rembold <crembold@Townofgb.org>
Sent: Monday, May 2, 2022 4:50 PM
To: Lisa Richards <LRichards@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>; Charles Burger <cburger@Townofgb.org>
Subject: RE: Driveway Permit Application-20 Alford Rd

A previous submittal, see attached, seemed to have many more details. Is anybody familiar with this?



Christopher Rembold, AICP

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

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

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

John Malumphy
Highway-Facilities Superintendent

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



20 East Street
Great Barrington, MA 01230

Telephone: (413) 528-2500
Fax: (413) 528-2290

TOWN OF GREAT BARRINGTON MASSACHUSETTS

Department of Public Works
Highway Division

Conditions on Application for Access to Public Way

Applicant Alyssa Eisler&Matthew Skyrpack
Location: 20 Alford Road
From: John Malumphy Highway Superintendent/Sean VanDeusen, Public Works
Director
Date: May 3RD 2022

1. The applicant shall construct the proposed access to conform to the following applicable criteria listed under **Section 153-14, Design requirements** of the Town of Great Barrington Code:
 - B. Driveway location as shown on the attached plan is acceptable, with regards to alignments with the way, profile, sight distance conditions and not located at the extreme edge of the property.
 - C. No more than two (2) driveways shall normally be allowed for any property, unless there is a clear necessity for more.
 - D. Driveways shall not normally be approved at intersections, because of potential safety hazards.
 - E. Culverts taking the place of roadside ditches shall have a diameter of not less than 15" (*A culvert is not required at this location*)
 - F. Entrance elevation at the point of entry into the public right-of-way shall be no more than the elevation of the shoulder of the road.
 - G. Driveways should be so constructed that water from the driveway shall not drain onto the crown of the road.
 - H. In no instance shall the edge of the driveway entering onto the road conflict with the flow of surface water runoff.

- I. Driveway width. Any curb at the entrance shall be rounded off with a radius of three (3) feet.
 - J. Pitch of driveway shall be downward from the edge of the road to sideline of the town right-of-way or front property line.
 - K. Driveways should be located to the best advantage with respect to the alignment with the way, profile and sight distance conditions. In no instance shall a driveway intersect the way at less than a sixty degree angle. Unless there is no alternative, a driveway should not be located within a required side yard.
 - L. No permit shall be issued for any driveway to a structure or proposed structure on a grade in excess of ten percent (10%) above the road or street level until and unless the applicant submits plans to the Highway Superintendent showing that the driveway will be constructed in a such a way so as not to discharge water, stones or other materials onto any public street, road or highway.
2. Install a paved driveway apron in accordance with the following requirements:
- A. Apron dimensions: Width = 22-feet maximum along the roadway which includes a 3-foot radius curb on each side. Length = 5-feet minimum from edge of roadway.
 - B. Place 3-inches of bituminous concrete on 12-inches of compacted gravel.
 - C. Place asphalt tack coat along the edge of the road where the apron meets the edge of the existing pavement.

The applicant agrees to notify the Highway Superintendent (528-2500) at least 48 hours prior to the installation of the paved apron.

3. Should there be, after completion of the driveway, discharges of water, stones, or silt onto the public way or onto property of any abutters or neighbors, the property owner shall take whatever steps are necessary to eliminate such discharges.
4. The applicant shall maintain the proposed access to conform to the following applicable condition listed under **Section 153-17, Continuing responsibility of owners**, of the Town of Great Barrington Code:

Abutting property owners shall be responsible for keeping culverts under their driveways cleared and for maintaining driveways in condition conforming to the requirements of the permit.





Lisa Richards

From: Chris Rembold
Sent: Tuesday, May 3, 2022 8:52 AM
To: Charles Burger; Lisa Richards; John Malumphy; Paula Ely; Great Barrington Conservation Commission
Subject: RE: Driveway Permit Application-20 Alford Rd

I see no Planning issues with this application.



Christopher Rembold, AICP

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

Town of Great Barrington
334 Main Street
Great Barrington MA 01230

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

From: Charles Burger <cburger@Townofgb.org>
Sent: Monday, May 2, 2022 5:06 PM
To: Chris Rembold <crembold@Townofgb.org>; Lisa Richards <LRichards@Townofgb.org>; John Malumphy <JMalumphy@Townofgb.org>; Paula Ely <PEly@Townofgb.org>; Great Barrington Conservation Commission <conservation@townofgb.org>
Subject: RE: Driveway Permit Application-20 Alford Rd

Any culverts installed should be able to support an 80,000 lb truck. Any turns in the 12' width should be able to be navigated by an engine. The site is level so grade should not be an issue.



Charles Burger

Fire Chief
413-528-0788 ex 4
cburger@townofgb.org

Town of Great Barrington
Fire Department
37 State Road
Great Barrington MA 01230



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

38 Mahaiwe Street, Suite 1
Great Barrington, MA 01230

Telephone: (413) 528-4300
Facsimile: (413) 528-4306

April 11, 2022

HAND DELIVERED
Selectboard
Town of Great Barrington
334 Main Street
Great Barrington, MA 01230

RECEIVED
TOWN OF GREAT BARRINGTON
APR 11 2022
SELECTBOARD &
TOWN MANAGER'S OFFICE

Re: Proposed Transfer of Land Subject to MGL. c. 61
Lake Buel Road

Dear Board Members:

Please be advised that this office represents Steven Weinberg. Mr. Weinberg owns land consisting of approximately ten (10) acres on the west side of Lake Buel Road. A portion Mr. Weinberg's land is classified under Massachusetts General Laws Chapter 61.

Mr. Weinberg is seeking to transfer Parcel A, consisting of 0.615 acres of land, to his neighbors Peter S. Bearman and Alessandra M. Nicifero, Co-Trustees of the Bearman Nicifero Revocable Trust. A copy of the Agreement, as well as the survey map, is enclosed for your reference.

In exchange for the parcel being conveyed to the Bearman Nicifero Revocable Trust, Mr. Bearman and Ms. Nicifero, as Trustees, will be conveying Parcel B on the enclosed survey, consisting of 0.492 acres, to Mr. Weinberg.

Pursuant to M.G.L. Ch. 61A, notice is hereby given to the Town of Great Barrington of the intention to transfer the 0.615 acre parcel to the Bearman Nicifero Revocable Trust. A separate Notice for the transfer of the 0.492 acre parcel to Mr. Weinberg will be provided to the Town of Great Barrington by Attorney Vicki Donahue.

Both parcels will be removed from the forestry classification.


If you require a representative of Mr. Weinberg to be present at a Board of Selectmen meeting to discuss this matter, kindly contact this office to advise of the meeting date.

Selectboard
Town of Great Barrington
April 11, 2022
Page 2

In the event the Board declines to exercise its option to purchase, a Waiver is enclosed for the Board's signature. Please note that only one signature needs to be notarized. Kindly forward the executed original to this office for recording.

Thank you for your attention to this matter.

Very truly yours,



Susan M. Smith

Enclosures

cc: Hand delivered to:
Great Barrington Planning Board
Great Barrington Conservation Commission
Great Barrington Board of Assessors
Mass. State Forester, Tom Ryan
Vicki Donahue, Esq.
Steven Weinberg

WAIVER OF RIGHT OF FIRST REFUSAL

We, being a majority of the members of the Selectboard of the Town of Great Barrington, Massachusetts, state the following:

1. Pursuant to Chapter 61, the Town of Great Barrington has been duly notified of a proposed conveyance pursuant to an Agreement dated April 5, 2022 (the "Agreement") of certain land of Steven Weinberg, presently taxed under a forestry classification pursuant to Massachusetts General Laws, Chapter 61 (See lien recorded in the Southern Berkshire Registry of Deeds in Book 512, Page 44) to Bearman Nicifero Revocable Trust.
2. Said parcel of land is adjacent to Lake Buel Road and contains approximately 0.615 acres of land and is more particularly shown as Parcel A on a plan of land entitled "Plan of Land Surveyed for Bearman Nicifero Revocable Trust & Steven I. Weinberg, Great Barrington, Massachusetts, December – 2021 Scale 1" = 60' Kelly, Granger, Parsons and Associates, Inc. recorded in said Registry of Deeds in Plat File _____.
3. The Town, by its Selectboard, hereby waive any rights which the town may have to purchase said land pursuant to MGL. C. 61, upon the same terms contained in said Agreement.

IN WITNESS WHEREOF, the Town of Great Barrington has caused this instrument to be executed by a majority in office of its Board of Selectmen duly authorized, and its town seal hereto affixed, this _____ day of _____, 2022.

TOWN OF GREAT BARRINGTON

BY: _____

BY: _____

BY: _____

BY: _____

BY: _____

COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

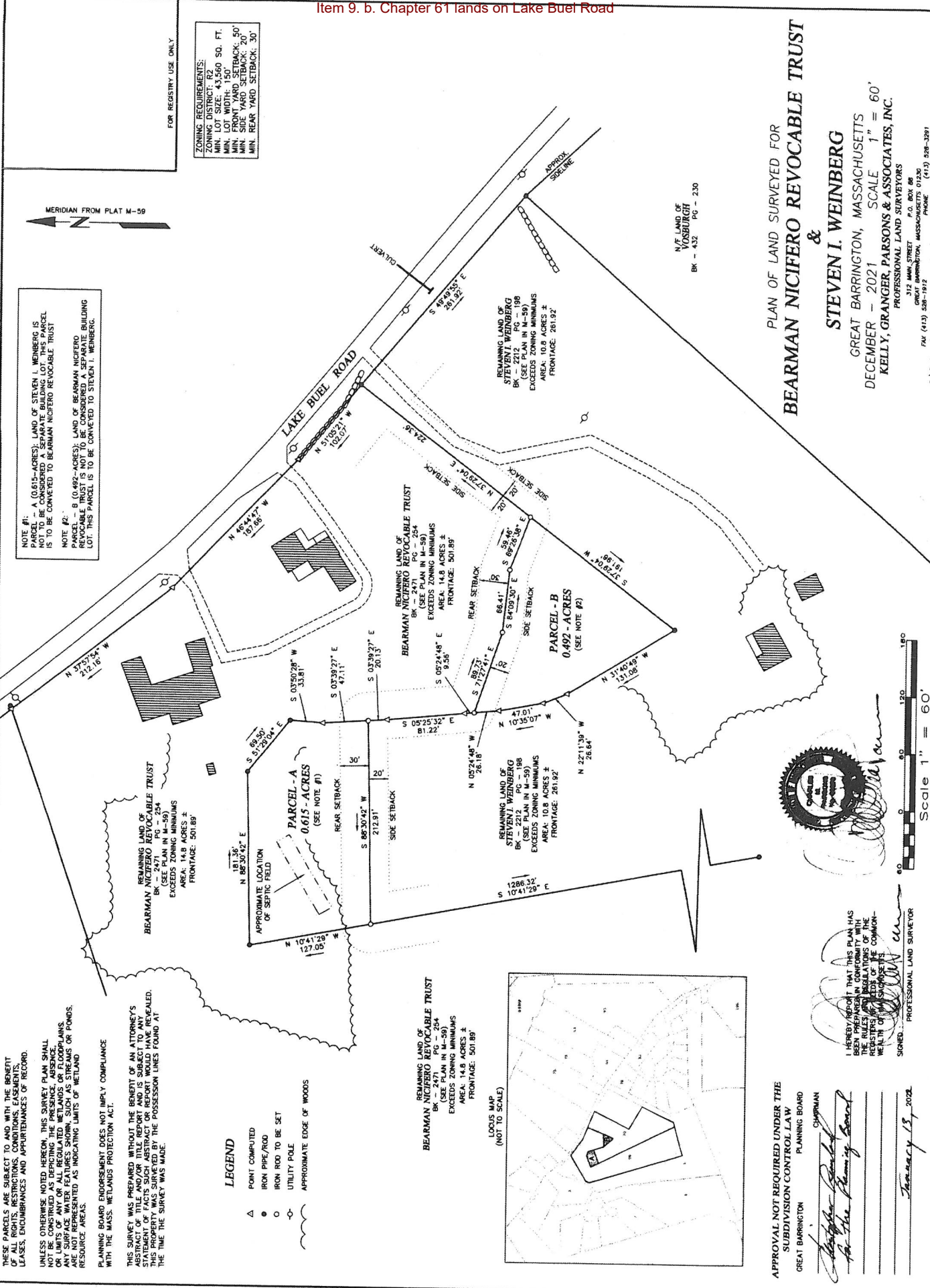
On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he/she/they) signed it voluntarily for the stated purpose as Selectboard Member for the Town of Great Barrington.

Notary Public:

My commission expires: _____

PLAN OF LAND SURVEYED FOR
BEARMAN NICIFERO REVOCABLE TRUST
 &
STEVEN I. WEINBERG

GREAT BARRINGTON, MASSACHUSETTS
 DECEMBER - 2021 SCALE 1" = 60'
KELLY, GRANGER, PARSONS & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 312 MAIN STREET P.O. BOX 88
 GREAT BARRINGTON, MASSACHUSETTS 01230
 TEL: (413) 528-1818 FAX: (413) 528-1817
 C:\Cartoon Projects\Great Barrington\lake buel road\Virtual\Virtual721.DWG (MAR)



THESE PARCELS ARE SUBJECT TO AND WITH THE BENEFIT OF ALL RIGHTS, RESERVATIONS AND APPURTENANCES OF RECORD, UNLESS OTHERWISE NOTED HEREON. THIS SURVEY PLAN SHALL NOT BE CONSIDERED AS DENOTING THE PRESENCE, ABSENCE, OR LOCATION OF IRON PIPES, IRON RODS, OR FLOOD PLAINS. ANY SURFACE WATER OR FEATHERS, SWAMPY AREAS OR PONDS, ARE NOT REPRESENTED AS INDICATING LIMITS OF WETLAND RESOURCE AREAS.

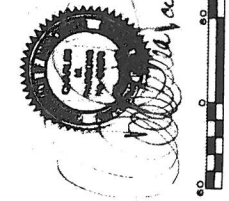
PLANNING BOARD ENDORSEMENT DOES NOT IMPLY COMPLIANCE WITH THE MASS. WETLANDS PROTECTION ACT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ATTORNEY'S ABSTRACT OF TITLE AND/OR TITLE REPORT AND IS SUBJECT TO ANY SUCH FACTS AS SUCH ABSTRACT OR REPORT WOULD HAVE REVEALED. THIS PROPERTY HAS BEEN SURVEYED IN ACCORDANCE WITH THE POSSESSION LINES FOUND AT THE TIME THE SURVEY WAS MADE.

REMAINING LAND OF BEARMAN NICIFERO REVOCABLE TRUST
 BK 2471, PG - 254
 EXCEEDS ZONING MINIMUMS
 AREA: 14.8 ACRES ±
 FRONTAGE: 501.89'

REMAINING LAND OF STEVEN I. WEINBERG
 BK 2212, PG - 198
 EXCEEDS ZONING MINIMUMS
 AREA: 10.8 ACRES ±
 FRONTAGE: 261.92'

LOCUS MAP (NOT TO SCALE)



I HEREBY REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF PROFESSIONAL LAND SURVEYORS.

SIGNED: *[Signature]*
 PROFESSIONAL LAND SURVEYOR

APPROVAL NOT REQUIRED UNDER THE SUBDIVISION CONTROL LAW
 GREAT BARRINGTON PLANNING BOARD

[Signature]
 CHAIRMAN

[Signature]
 For the Planning Board

January 19, 2022

AGREEMENT

1. **PARTIES AND MAILING ADDRESSES:** Peter S. Bearman and Alessandra M. Nicifero, as co-trustees of the Bearman Nicifero Revocable Trust, with an address of 66 Lake Buel Road, Great Barrington, MA 01230 (“Bearman”) and Steven I. Weinberg with an address of 70 Lake Buel Road, Great Barrington, MA 01230 (“Weinberg”) hereby enter into this Agreement dated as of the 5th day of April, 2022 (the “Agreement”).
2. **DESCRIPTION OF LAND SWAP:** Bearman is the owner of land consisting of approximately 15.333 acres of land known as 66 Lake Buel Road in Great Barrington, Massachusetts (the “Bearman Lands”), by virtue of Deed from Peter Shawn Bearman and Alessandra Maria Nicifero dated May 9, 2018 and recorded in Book 2471, Page 254 of the Berkshire Southern District Registry of Deeds. Weinberg is the owner of land consisting of approximately 10.72 acres of land known as 70 Lake Buel Road, in Great Barrington, Massachusetts (the “Weinberg Lands”) by virtue of Deed from Steven I. Weinberg and Sharon Oleksiak Weinberg, dated July 31, 2013, and recorded in Book 2212, Page 198 of said Registry.

In consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bearman and Weinberg shall effect a land swap pursuant to which (a) Weinberg shall transfer to Bearman a portion of the Weinberg Lands consisting of approximately 0.615 acres shown as PARCEL A (“Parcel A”) on plan of land entitled “Plan of Land Surveyed for Bearman Nicifero Revocable Trust & Steven I. Weinberg, Great Barrington, Massachusetts – October 2021” prepared by Kelly, Granger & Parsons Associates, Inc. and endorsed by the Great Barrington Planning Board on January 13, 2022 (the “ANR Plan”) and (b) Bearman shall transfer to Weinberg a portion of the Bearman Lands consisting of approximately 0.492 acres shown as PARCEL B (“Parcel B”) on the ANR Plan subject to the following easements:

- a. Each deed shall include a negative easement prohibiting the cutting of trees with a diameter of 8 inches or greater measured one foot above the surface of the ground within that 40 foot strip of land extending 20 feet on either side of the new common lot line between (a) the Bearman Lands and Parcel B and (b) the Weinberg Lands and Parcel A.
- b. Weinberg may reserve to himself, and his successors and assigns, the right to maintain the existing distribution box and septic leach field on Parcel A in their current location; provided that if the septic field fails, it will be removed from Parcel A and a replacement septic system will be relocated to other portions of the Weinberg Lands. In the event that Weinberg seeks to sell the Weinberg Lands thereby triggering a Title 5 inspection, Weinberg may inspect the distribution box and the ends of the chambers to ascertain that they are working properly. Any access to the distribution box for such an inspection or any other reason shall be made through the woods adjacent to the distribution box and leachfield, not through the driveway located on or passing through the Bearman Lands, and such an excavation should be undertaken by hand if possible, or if not possible, a small excavator may be used on a date mutually agreed to by Weinberg and Bearman. Should the distribution box be deemed to need replacing and provided the leachfield is functioning as designed, Weinberg may replace the distribution box on a date mutually agreed to by Weinberg and Bearman, with such replacement work to be accomplished by hand digging if possible, or a small excavator if necessary. If the leachfield is not functioning as designed, the system will be deemed a

failed system and all components located on Parcel A shall be promptly removed by Weinberg.

Each of Parcel A and Parcel B is subject to a Chapter 61 forest land classification lien in favor of the Town of Great Barrington established pursuant to lien recorded in said Registry in Book 512, Page 44. Promptly following execution of this Agreement, each of Bearman and Weinberg will submit to the Town of Great Barrington Selectboard a notice of transfer and a request for waiver of the right of first refusal for each of Parcel A and Parcel B. Each of Bearman and Weinberg shall deliver at the Closing (defined in Section 3) either (1) a written waiver of right of first refusal by the Town of Great Barrington Selectboard or (2) evidence of expiration of the 120-day exercise period by the Selectboard.

3. **CLOSING DATE:** A deed from each of Bearman and Weinberg to the other for the foregoing transfers are to be delivered on a date which shall be ten (10) calendar days following the date of the earlier of (1) a written waiver of right of first refusal by the Town of Great Barrington Selectboard for both of Parcel A and Parcel B or (2) evidence of expiration of the 120-day exercise period for both of Parcel A and Parcel B by the Selectboard (or such other date as shall be agreed to by the parties) at 10:00 a.m. (the "Closing Date") at the offices of Cain Hibbard & Myers, P.C. 309 Main Street, Great Barrington, Massachusetts.
4. **POSSESSION:** Except for the easements described in Section 2 above, each of Weinberg and Bearman will deliver full possession of Parcel A and Parcel B, respectively, free of all tenants and occupants on the Closing Date. Each of Parcel A and Parcel B then shall (a) not be in violation of any of the matters in Section 6; and (b) be free of encroachments burdening the Property and of improvements which encroach on adjoining property, including buildings, septic system, well and driveway except for the septic field of Weinberg described in Section 2 above.
5. **ADJUSTMENTS:** At the closing, the parties will not adjust real estate taxes in connection with the land swap, provided that each of Weinberg and Bearman shall pay all FY2022 taxes due by them through June 30, 2022, respecting the Bearman Lands and the Weinberg Lands. Each party shall be responsible for payment of any rollback or conveyance tax due to the Town of Great Barrington relating to the withdrawal of Parcel A or Parcel B, as the case may be, from forest land classification and conveyance of each such parcel.
6. **TITLE:** Each of Parcel A and Parcel B shall be conveyed by a good and sufficient quitclaim deed (the "Deeds"), conveying a good, clear record, marketable and insurable title, free of all encumbrances and exceptions, except:
 - a. Real Estate Taxes assessed or to be assessed on each of Parcel A and Parcel B not yet due and payable which are to be paid as required in Section 5;
 - b. 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;
 - c. All easements of record; and
 - d. Those matters described in Section 2 above.
7. **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.

8. **CONDITION OF PROPERTY AT CLOSING:** Upon delivery of the Deeds, each of Parcel A and Parcel B shall be in their present condition, reasonable use and wear of same excepted. All personal property and rubbish will be removed prior to the Closing. Each of the parties shall have the right to inspect the parcels for compliance with the provisions of this Agreement within twenty-four hours prior to the Closing.
9. **CLOSING:** Simultaneously with the delivery of the Deeds for Parcel A and Parcel B, each of Bearman and Weinberg shall execute and deliver:
 - a. Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce a party's title insurance company to issue an owner's policy of title insurance without exception for those matters; and
 - b. The ANR plan endorsed by the Great Barrington Planning Board, which shall be recorded prior to the Deeds. The expense of the ANR plan including preparation and recording will be shared equally between Weinberg and Bearman.
10. **ACCEPTANCE OF DEED:** Acceptance of a Deed by each of Bearman and Weinberg 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. Each party acknowledges that he or she has not relied upon any statements or representations, oral or written, regarding the condition or value, present or future, of Parcel A or Parcel B, as the case may be, which are not otherwise contained in this Agreement. All oral or written representations between the parties are merged herein.
11. **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 Deeds, or which cannot be ascertained to have been full performed until after the Closing and delivery of the Deeds, shall survive the Closing.
12. **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.
13. **GOVERNING LAW:** This Agreement is to be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts of law or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.
14. **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.
15. **COUNTERPARTS; FACSIMILE:** This Agreement may be executed in duplicate counterpart originals, with all such counterparts constituting singular binding agreements, notwithstanding the signatures may not have the same counterpart. This Agreement may be executed by facsimile, which signature shall be deemed originals for all purposes.

16. **NO BROKER:** Bearman and Weinberg both warrant and represent that they have dealt with no broker or agent with respect to this transaction and each agrees to indemnify and hold harmless the other from all claims from all claims for brokerage or commission on account of this transfer from any person.
17. **NOTICES:** Any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when (1) delivered personally, or (2) mailed by registered or certified mail, return receipt requested or (3) transmitted by email with a confirming copy sent by overnight mail or courier service to the parties at the addresses set forth below (or at such other address as a party may specify by notice to the others pursuant hereto), in each case with a copy to the parties counsel as follows. Notice given by a party's counsel shall be considered notice given by that party.

If to Bearman, to them at:

66 Lake Buel Road
Great Barrington, MA 01230
Email: psbearman@gmail.com

With a copy to:

Vicki S. Donahue, Esq.
Cain Hibbard & Myers, P.C.
66 West Street
Pittsfield, MA 01201
Email: vdonahue@cainhibbard.com

If to Weinberg, to him at:

70 Lake Buel Road
Great Barrington, MA 01230
Email: weinbergsteven99@gmail.com

With a copy to:

Susan Smith, Esq.
38 Mahaiwe Street, Suite 1
Great Barrington, MA 01230
Email: ssmithlaw@barringtonlawoffice.com

18. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Executed under seal by the parties hereto as of the date first written above.



PETER S. BEARMAN, AS HE IS CO-TRUSTEE OF THE
BEARMAN NICIFERO REVOCABLE TRUST



ALESSANDRA M. NICIFERO, AS SHE IS CO-TRUSTEE OF
THE BEARMAN NICIFERO REVOCABLE TRUST

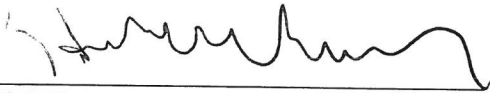
STEVEN I. WEINBERG

18. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Executed under seal by the parties hereto as of the date first written above.

PETER S. BEARMAN, AS HE IS CO-TRUSTEE OF THE
BEARMAN NICIFERO REVOCABLE TRUST

ALESSANDRA M. NICIFERO, AS SHE IS CO-TRUSTEE OF
THE BEARMAN NICIFERO REVOCABLE TRUST



STEVEN I. WEINBERG

Selectboard Packet for May 11, 2022
Item 9. b. Chapter 61 lands on Lake Buel Road

CAIN HIBBARD

Cain Hibbard & Myers PC | Counselors at Law

66 West Street, Pittsfield, Massachusetts 01201-5764, 413-443-4771 Fax 413-443-7694
Direct Dial No.: 413-629-1377 email: vdonahue@cainhibbard.com

Vicki S. Donahue

April 11, 2022

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

Re: Proposed Transfer of Land Subject to MGL. c. 61
Owners: Peter S. Bearman and Alessandra M. Nicifero, Co-Trustees of the
Bearman Nicifero Revocable Trust
Address: 66 Lake Buel Road, Great Barrington

Dear Board Members:

This office represents Peter Bearman and Alessandra Nicifero co-trustees of the above referenced trust in connection with property known as Lot 2 located at 66 Lake Buel Road consisting of approximately fifteen (15) acres on the west side of Lake Buel Road (the "Property"). A portion of the Property is classified under Massachusetts General Laws Chapter 61.

Mr. Bearman and Ms. Nicifero wish to transfer Parcel B, consisting of 0.492 acres of land ("Parcel B") to their neighbor Steven Weinberg. A copy of the Purchase and Sale Agreement, as well as the ANR plan approved by the Planning Board on January 13, 2022, is enclosed for your reference.

In exchange for transfer of Parcel B by Mr. Weinberg, Mr. Bearman and Ms. Niciferowill be conveying to Mr. Weinberg Parcel A shown on the enclosed plan consisting of 0.615 acres.

Pursuant to M.G.L. Ch. 61A, notice is hereby given to the Town of Great Barrington of the intention to transfer the 0.492 acre Parcel B to Mr. Weinberg. A separate Notice for the transfer of the 0.615 acre parcel to the Bearman/Nicifero Revocable Trust will be provided to the Town of Great Barrington by Attorney Susan Smith.

Both parcels will be removed from the forestry classification.

If you require a representative of Mr. Bearman to be present at a Board of Selectmen meeting to discuss this matter, please let me know the date and time of the meeting .

Cain Hibbard & Myers PC
Counselors at Law

Selectboard
Town of Great Barrington
April 11, 2022
Page 2

In the event the Board declines to exercise its option to purchase, a Wavier is enclosed for the Board's signature. Please note that only one signature needs to be notarized. Please forward the executed original to me for recording.

Thank you for your attention to this matter.

Very truly yours,

CAIN HIBBARD & MYERS, PC



Vicki S. Donahue

Enclosures

cc: By certified mail:

Great Barrington Planning Board (hand delivered)
Great Barrington Conservation Commission (hand delivered)
Great Barrington Board of Assessors (hand delivered)
Mass. State Forester, Tom Ryan
Susan Smith, Esq.
Peter Bearman

WAIVER OF RIGHT OF FIRST REFUSAL

We, being a majority of the members of the Selectboard of the Town of Great Barrington, Massachusetts, state the following:

1. Pursuant to Chapter 61, the Town of Great Barrington has been duly notified of a proposed conveyance pursuant to a Purchase and Sale Agreement dated April 5, 2022 (the "Agreement") of certain land of Peter S. Bearman and Alessandra M. Nicifero, Co-Trustees of the Bearman Nicifero Revocable Trust, presently taxed under a forestry classification pursuant to Massachusetts General Laws, Chapter 61 (See lien recorded in the Southern Berkshire Registry of Deeds in Book 512, Page 44) to Steven Weinberg.

2. Said parcel of land is adjacent to Lake Buel Road and contains approximately 0.492 acres of land and is more particularly shown as Parcel B on a plan of land entitled "Plan of Land Surveyed for Bearman Nicifero Revocable Trust & Steven I. Weinberg, Great Barrington, Massachusetts, October – 2021 Scale 1" = 60' Kelly, Granger, Parsons and Associates, Inc. recorded in said Registry of Deeds in Plat File _____.

3. The Town, by its Selectboard, hereby waive any rights which the Town may have to purchase said land pursuant to MGL. C. 61, upon the same terms contained in said Agreement.

IN WITNESS WHEREOF, the Town of Great Barrington has caused this instrument to be executed by a majority in office of its Selectboard duly authorized, and its town seal hereto affixed, this _____ day of _____, 2022.

TOWN OF GREAT BARRINGTON

By _____

By _____

By _____

By _____

By _____

[Seal]

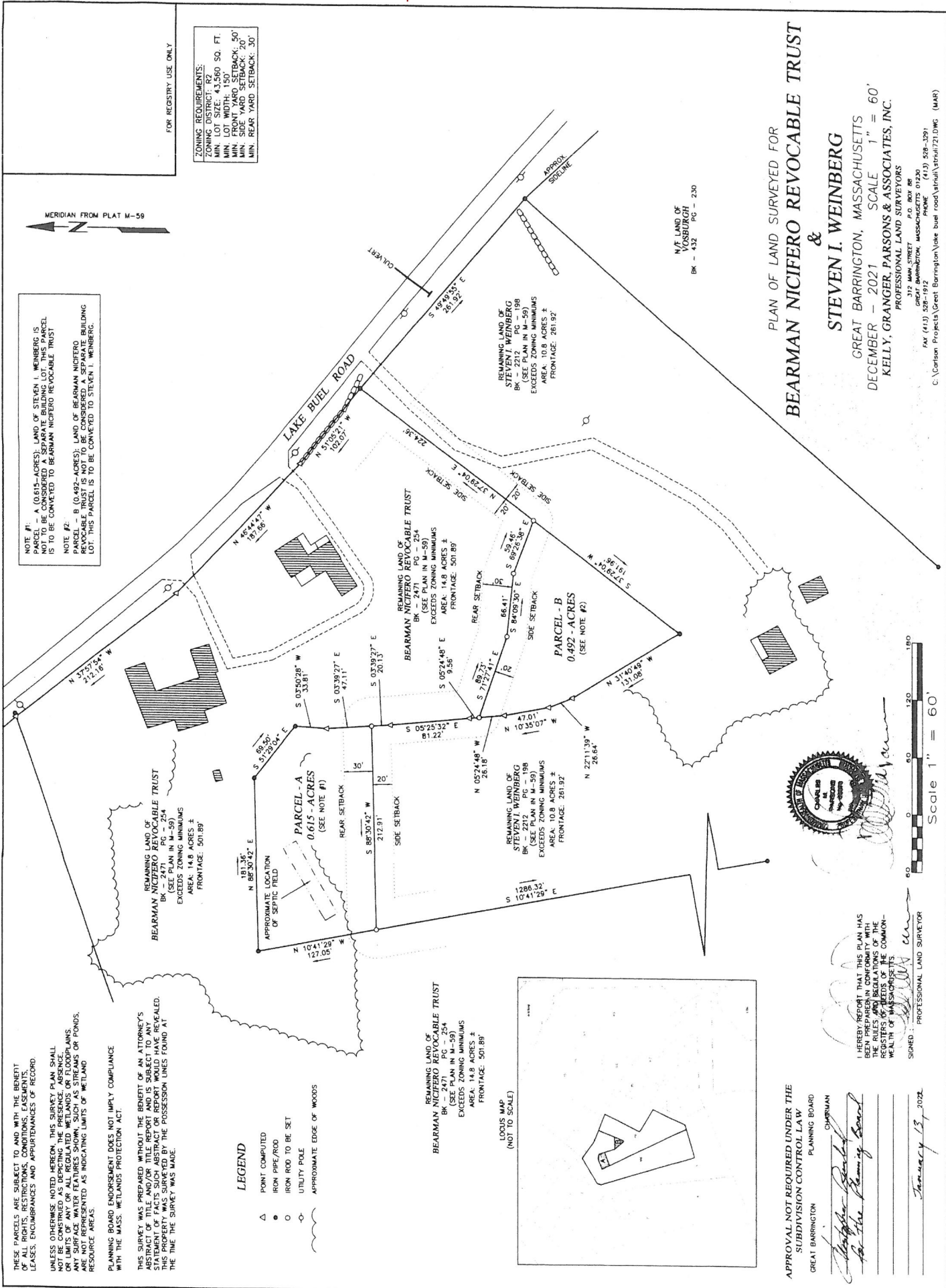
COMMONWEALTH OF MASSACHUSETTS

Berkshire, ss.

On this ____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for the stated purpose as Selectboard Member for the Town of Great Barrington.

Notary Public:

My commission expires: _____



NOTE #1: A (0.615-ACRES) LAND OF STEVEN I. WEINBERG IS NOT TO BE CONSIDERED A SEPARATE BUILDING LOT. THIS PARCEL IS TO BE CONVEYED TO BEARMAN NICIFERO REVOCABLE TRUST.

NOTE #2: PARCEL - B (0.492-ACRES); LAND OF BEARMAN NICIFERO REVOCABLE TRUST IS NOT TO BE CONSIDERED A SEPARATE BUILDING LOT. THIS PARCEL IS TO BE CONVEYED TO STEVEN I. WEINBERG.

FOR REGISTRY USE ONLY

ZONING REQUIREMENTS:
 MIN. LOT SIZE: 43,560 SQ. FT.
 MIN. LOT WIDTH: 150'
 MIN. FRONT YARD SETBACK: 50'
 MIN. SIDE YARD SETBACK: 20'
 MIN. REAR YARD SETBACK: 30'

PLAN OF LAND SURVEYED FOR
BEARMAN NICIFERO REVOCABLE TRUST
 &
STEVEN I. WEINBERG
 GREAT BARRINGTON, MASSACHUSETTS
 DECEMBER - 2021 SCALE 1" = 60'

KELLY, GRANGER, PARSONS & ASSOCIATES, INC.
 PROFESSIONAL LAND SURVEYORS
 312 MAIN STREET
 GREAT BARRINGTON, MASSACHUSETTS 01230
 TEL: (413) 528-1200 FAX: (413) 528-1201
 C:\Carlson Projects\Great Barrington\lake buel road\trd\721.DWG (MAR)

THESE PARCELS ARE SUBJECT TO, AND WITH THE BENEFIT OF, ALL RIGHTS, RESTRICTIONS, CONDITIONS, EASEMENTS, LEASES, ENCUMBRANCES AND APPURTENANCES OF RECORD.

UNLESS OTHERWISE NOTED HEREON, THIS SURVEY PLAN SHALL NOT BE CONSIDERED AS DEFINING THE BOUNDARIES OF WOODS OR ANY SURFACE WATER FEATURES SHOWN, SUCH AS STREAMS OR PONDS, ARE NOT REPRESENTED AS INDICATING LIMITS OF WETLAND RESOURCE AREAS.

PLANNING BOARD ENDORSEMENT DOES NOT IMPLY COMPLIANCE WITH THE MASS. WETLANDS PROTECTION ACT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ATTORNEY'S ABSTRACT OF TITLE AND/OR TITLE REPORT AND IS SUBJECT TO ANY DISCREPANCIES OR FACTS THAT MAY BE REVEALED BY THE POSSESSION LINES FOUND AT THE TIME THE SURVEY WAS MADE.

- LEGEND**
- △ POINT COMPUTED
 - IRON PIPE/ROD
 - IRON ROD TO BE SET
 - UTILITY POLE
 - APPROXIMATE EDGE OF WOODS

REMAINING LAND OF
 BEARMAN NICIFERO REVOCABLE TRUST
 BK - 2471 PG - 254
 EXCEEDS ZONING MINIMUMS
 AREA: 14.8 ACRES ±
 FRONTAGE: 501.89'

REMAINING LAND OF
 STEVEN I. WEINBERG
 BK - 2212 PG - 198
 EXCEEDS ZONING MINIMUMS
 AREA: 10.8 ACRES ±
 FRONTAGE: 261.92'

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 STEVEN I. WEINBERG
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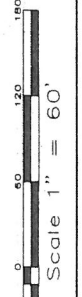
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 AREA: 10.8 ACRES ±
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APPROVAL NOT REQUIRED UNDER THE
 SUBDIVISION CONTROL LAW
 GREAT BARRINGTON
 CHAIRMAN
 Kelly Granger
 for the Planning Board

I HEREBY REPORT THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE BOARD OF REGISTRY OF THE COMMONWEALTH OF MASSACHUSETTS.

SIGNED: Kelly Granger
 PROFESSIONAL LAND SURVEYOR

January 13, 2022



AGREEMENT

1. **PARTIES AND MAILING ADDRESSES:** Peter S. Bearman and Alessandra M. Nicifero, as co-trustees of the Bearman Nicifero Revocable Trust, with an address of 66 Lake Buel Road, Great Barrington, MA 01230 (“Bearman”) and Steven I. Weinberg with an address of 70 Lake Buel Road, Great Barrington, MA 01230 (“Weinberg”) hereby enter into this Agreement dated as of the 5th day of April, 2022 (the “Agreement”).
2. **DESCRIPTION OF LAND SWAP:** Bearman is the owner of land consisting of approximately 15.333 acres of land known as 66 Lake Buel Road in Great Barrington, Massachusetts (the “Bearman Lands”), by virtue of Deed from Peter Shawn Bearman and Alessandra Maria Nicifero dated May 9, 2018 and recorded in Book 2471, Page 254 of the Berkshire Southern District Registry of Deeds. Weinberg is the owner of land consisting of approximately 10.72 acres of land known as 70 Lake Buel Road, in Great Barrington, Massachusetts (the “Weinberg Lands”) by virtue of Deed from Steven I. Weinberg and Sharon Oleksiak Weinberg, dated July 31, 2013, and recorded in Book 2212, Page 198 of said Registry.

In consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Bearman and Weinberg shall effect a land swap pursuant to which (a) Weinberg shall transfer to Bearman a portion of the Weinberg Lands consisting of approximately 0.615 acres shown as PARCEL A (“Parcel A”) on plan of land entitled “Plan of Land Surveyed for Bearman Nicifero Revocable Trust & Steven I. Weinberg, Great Barrington, Massachusetts – October 2021” prepared by Kelly, Granger & Parsons Associates, Inc. and endorsed by the Great Barrington Planning Board on January 13, 2022 (the “ANR Plan”) and (b) Bearman shall transfer to Weinberg a portion of the Bearman Lands consisting of approximately 0.492 acres shown as PARCEL B (“Parcel B”) on the ANR Plan subject to the following easements:

- a. Each deed shall include a negative easement prohibiting the cutting of trees with a diameter of 8 inches or greater measured one foot above the surface of the ground within that 40 foot strip of land extending 20 feet on either side of the new common lot line between (a) the Bearman Lands and Parcel B and (b) the Weinberg Lands and Parcel A.
- b. Weinberg may reserve to himself, and his successors and assigns, the right to maintain the existing distribution box and septic leach field on Parcel A in their current location; provided that if the septic field fails, it will be removed from Parcel A and a replacement septic system will be relocated to other portions of the Weinberg Lands. In the event that Weinberg seeks to sell the Weinberg Lands thereby triggering a Title 5 inspection, Weinberg may inspect the distribution box and the ends of the chambers to ascertain that they are working properly. Any access to the distribution box for such an inspection or any other reason shall be made through the woods adjacent to the distribution box and leachfield, not through the driveway located on or passing through the Bearman Lands, and such an excavation should be undertaken by hand if possible, or if not possible, a small excavator may be used on a date mutually agreed to by Weinberg and Bearman. Should the distribution box be deemed to need replacing and provided the leachfield is functioning as designed, Weinberg may replace the distribution box on a date mutually agreed to by Weinberg and Bearman, with such replacement work to be accomplished by hand digging if possible, or a small excavator if necessary. If the leachfield is not functioning as designed, the system will be deemed a

failed system and all components located on Parcel A shall be promptly removed by Weinberg.

Each of Parcel A and Parcel B is subject to a Chapter 61 forest land classification lien in favor of the Town of Great Barrington established pursuant to lien recorded in said Registry in Book 512, Page 44. Promptly following execution of this Agreement, each of Bearman and Weinberg will submit to the Town of Great Barrington Selectboard a notice of transfer and a request for waiver of the right of first refusal for each of Parcel A and Parcel B. Each of Bearman and Weinberg shall deliver at the Closing (defined in Section 3) either (1) a written waiver of right of first refusal by the Town of Great Barrington Selectboard or (2) evidence of expiration of the 120-day exercise period by the Selectboard.

3. **CLOSING DATE:** A deed from each of Bearman and Weinberg to the other for the foregoing transfers are to be delivered on a date which shall be ten (10) calendar days following the date of the earlier of (1) a written waiver of right of first refusal by the Town of Great Barrington Selectboard for both of Parcel A and Parcel B or (2) evidence of expiration of the 120-day exercise period for both of Parcel A and Parcel B by the Selectboard (or such other date as shall be agreed to by the parties) at 10:00 a.m. (the "Closing Date") at the offices of Cain Hibbard & Myers, P.C. 309 Main Street, Great Barrington, Massachusetts.
4. **POSSESSION:** Except for the easements described in Section 2 above, each of Weinberg and Bearman will deliver full possession of Parcel A and Parcel B, respectively, free of all tenants and occupants on the Closing Date. Each of Parcel A and Parcel B then shall (a) not be in violation of any of the matters in Section 6; and (b) be free of encroachments burdening the Property and of improvements which encroach on adjoining property, including buildings, septic system, well and driveway except for the septic field of Weinberg described in Section 2 above.
5. **ADJUSTMENTS:** At the closing, the parties will not adjust real estate taxes in connection with the land swap, provided that each of Weinberg and Bearman shall pay all FY2022 taxes due by them through June 30, 2022, respecting the Bearman Lands and the Weinberg Lands. Each party shall be responsible for payment of any rollback or conveyance tax due to the Town of Great Barrington relating to the withdrawal of Parcel A or Parcel B, as the case may be, from forest land classification and conveyance of each such parcel.
6. **TITLE:** Each of Parcel A and Parcel B shall be conveyed by a good and sufficient quitclaim deed (the "Deeds"), conveying a good, clear record, marketable and insurable title, free of all encumbrances and exceptions, except:
 - a. Real Estate Taxes assessed or to be assessed on each of Parcel A and Parcel B not yet due and payable which are to be paid as required in Section 5;
 - b. 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;
 - c. All easements of record; and
 - d. Those matters described in Section 2 above.
7. **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.

8. **CONDITION OF PROPERTY AT CLOSING:** Upon delivery of the Deeds, each of Parcel A and Parcel B shall be in their present condition, reasonable use and wear of same excepted. All personal property and rubbish will be removed prior to the Closing. Each of the parties shall have the right to inspect the parcels for compliance with the provisions of this Agreement within twenty-four hours prior to the Closing.
9. **CLOSING:** Simultaneously with the delivery of the Deeds for Parcel A and Parcel B, each of Bearman and Weinberg shall execute and deliver:
 - a. Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce a party's title insurance company to issue an owner's policy of title insurance without exception for those matters; and
 - b. The ANR plan endorsed by the Great Barrington Planning Board, which shall be recorded prior to the Deeds. The expense of the ANR plan including preparation and recording will be shared equally between Weinberg and Bearman.
10. **ACCEPTANCE OF DEED:** Acceptance of a Deed by each of Bearman and Weinberg 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. Each party acknowledges that he or she has not relied upon any statements or representations, oral or written, regarding the condition or value, present or future, of Parcel A or Parcel B, as the case may be, which are not otherwise contained in this Agreement. All oral or written representations between the parties are merged herein.
11. **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 Deeds, or which cannot be ascertained to have been full performed until after the Closing and delivery of the Deeds, shall survive the Closing.
12. **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.
13. **GOVERNING LAW:** This Agreement is to be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts of law or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.
14. **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.
15. **COUNTERPARTS; FACSIMILE:** This Agreement may be executed in duplicate counterpart originals, with all such counterparts constituting singular binding agreements, notwithstanding the signatures may not have the same counterpart. This Agreement may be executed by facsimile, which signature shall be deemed originals for all purposes.

16. **NO BROKER:** Bearman and Weinberg both warrant and represent that they have dealt with no broker or agent with respect to this transaction and each agrees to indemnify and hold harmless the other from all claims from all claims for brokerage or commission on account of this transfer from any person.
17. **NOTICES:** Any notice, approval, consent or other communication under this Agreement shall be in writing and shall be considered given when (1) delivered personally, or (2) mailed by registered or certified mail, return receipt requested or (3) transmitted by email with a confirming copy sent by overnight mail or courier service to the parties at the addresses set forth below (or at such other address as a party may specify by notice to the others pursuant hereto), in each case with a copy to the parties counsel as follows. Notice given by a party's counsel shall be considered notice given by that party.

If to Bearman, to them at:

66 Lake Buel Road
Great Barrington, MA 01230
Email: psbearman@gmail.com

With a copy to:

Vicki S. Donahue, Esq.
Cain Hibbard & Myers, P.C.
66 West Street
Pittsfield, MA 01201
Email: vdonahue@cainhibbard.com

If to Weinberg, to him at:

70 Lake Buel Road
Great Barrington, MA 01230
Email: weinbergsteven99@gmail.com

With a copy to:

Susan Smith, Esq.
38 Mahaiwe Street, Suite 1
Great Barrington, MA 01230
Email: ssmithlaw@barringtonlawoffice.com

18. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Executed under seal by the parties hereto as of the date first written above.



PETER S. BEARMAN, AS HE IS CO-TRUSTEE OF THE
BEARMAN NICIFERO REVOCABLE TRUST



ALESSANDRA M. NICIFERO, AS SHE IS CO-TRUSTEE OF
THE BEARMAN NICIFERO REVOCABLE TRUST

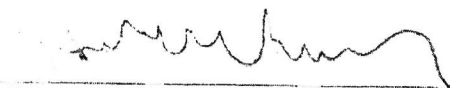
STEVEN I. WEINBERG

18. THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Executed under seal by the parties hereto as of the date first written above.

PETER S. BEARMAN, AS HE IS CO-TRUSTEE OF THE
BEARMAN NICIFERO REVOCABLE TRUST

ALESSANDRA M. NICIFERO, AS SHE IS CO-TRUSTEE OF
THE BEARMAN NICIFERO REVOCABLE TRUST



STEVEN I. WEINBERG

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

May 2, 2022

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

Re: Chapter 61 / Rights of First Refusal

Having reviewed Town maps, the Mass Geographic Information System, and having considered the matter at its recent April 27th meeting, the Conservation Commission voted unanimously to recommend that the Town waive its Rights of First Refusal in the proposed swap of two small parcels of land from Steven Weinberg to the Bearman Nucifero Revocable Trust and from the Bearman Nucifero Revocable Trust to Steven Weinberg, which parcels will also be removed from Chapter 61 status.

Respectfully,

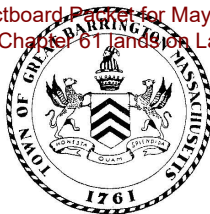
A handwritten signature in blue ink, appearing to read 'Shepley W. Evans', is written over a horizontal line.

Shepley W. Evans
Conservation Agent

CC: Kate VanOlst
Chris Rembold

Town Hall, 334 Main Street
Great Barrington, MA 01230

Selectboard Packet for May 11, 2022
Item 9. b. Chapter 61 lands on Lake Buel Road



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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

PLANNING BOARD

May 2, 2022

Great Barrington Selectboard
334 Main Street
Great Barrington, MA 01230

Re: Chapter 61A Right of First Refusal
Lake Buel Road, Map 42, Parcels 38.1 and 38D

Dear Members of the Selectboard:

At its meeting of April 28, 2022 the Planning Board reviewed the two related requests to remove parcels of land from the Chapter 61 program. These parcels are:

0.615 acres designated as Parcel A, a portion of existing Parcel 38.1 of Assessors Map 42, and
0.492 acres designated as Parcel B, a portion of existing Parcel 38D of Assessors Map 42.

After review, the Planning Board voted to recommend the Town not exercise its right of first refusal on these parcels.

Sincerely,

Kimberly Shaw

Kimberly Shaw
Recording Secretary

cc: Chris Rembold

SB	LD	EA	GR	EG		1. INDIVIDUAL CHARACTERISTICS
5	4	5	4	4	4.4	Diligent and thorough in the discharge of duties, "self-starter"
5	4	5	5	4	4.6	Exercises good judgment
5	5	5	5	4	4.8	Displays enthusiasm, cooperation, and will to adapt
5	5	5	5	4	4.8	Mental and physical stamina appropriate for the position
5	5	5	5	4	4.8	Exhibits composure, appearance and attitude appropriate for executive position
						2. PROFESSIONAL SKILLS AND STATUS
5	5	5	4	3	4.4	Maintains knowledge of current developments affecting the practice of local government management
5	4	5	5	4	4.6	Demonstrates a capacity for innovation and creativity
5	4	5	5	4	4.6	Anticipates and analyzes problems to develop effective approaches for solving them
5	5	5	5	4	4.8	Willing to try new ideas proposed by Selectboard members and/or staff
5	5	5	5	4	4.8	Sets a professional example by handling affairs of the public office in a fair and impartial manner
						3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD
4	5	2	5	3	3.8	Carries out directives of the body as a whole as opposed to those of any one member or minority group
5	5	5	5	4	4.8	Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement
5	5	5	5	4	4.8	Disseminates complete and accurate information equally to all members in a timely manner
5	5	5	5	3	4.6	Assists by facilitating decision making without usurping authority
5	5	5	5	3	4.6	Responds well to requests, advice, and constructive criticism
						4. POLICY EXECUTION
5	5	5	5	4	4.8	Implements Selectboard actions in accordance with the intent of Board
5	5	5	5	4	4.8	Supports the actions of the Selectboard after a decision has been reached, both inside and outside of the office
5	5	5	5	4	4.8	Understands, supports, and enforces local government's laws, policies, and ordinances
5	5	5	5	4	4.8	Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
5	5	5	5	3	4.6	Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy is inadequate
						5. REPORTING
5	5	5	5	5	5	Provides regular information and reports to the Selectboard concerning matters of importance to the community
5	4	5	5	5	4.8	Responds in a timely manner to requests from the Selectboard for special reports
5	4	5	5	4	4.6	Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters of concern
5	4	5	4	4	4.4	Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
5	5	5	5	4	4.8	Produces and handles reports in a way to convey the message that affairs of the organization are of importance to the community
						6. CITIZEN RELATIONS
5	5	5	5	4	4.8	Responsive to requests from citizens
5	5	5	5	5	5	Demonstrates a dedication to service to the community and its citizens
5	5	5	5	4	4.8	Maintains a nonpartisan approach in dealing with the news media

5	5	5	4	4	4.6	Meets with and listens to members of the community to discuss their concerns and strives to under
3	5	5	4	4	4.2	Gives an appropriate effort to maintain citizen satisfaction with Town services
7. STAFFING						
4	4	5	4	3	4	Recruits and retains competent personnel for staff positions
4	4	5	4	3	4	Applies an appropriate level of supervision to improve any areas of substandard performance
5	3	5	4	4	4.2	Stays accurately informed and appropriately concerned about employee relations
5	5	5	4	4	4.6	Professionally manages the compensation and benefits plan
5	5	5	4	4	4.6	Promotes training and development opportunities for employees at all levels of the organization
8. SUPERVISION						
5		5	4	3	3.4	Encourages Department Heads to make decisions within their jurisdictions with minimal Town M:
5		5	4	4	3.6	Instills confidence and promotes initiative in subordinates through supportive rather than restrictiv
5		5	5	4	3.8	Develops and maintains a friendly and informal relationship with the staff and work force in gener
		5	5	3	2.6	Sustains or improves staff performance by evaluating the performance of staff members at least an
5		5	5	3	3.6	Encourages teamwork, innovation, and effective problem-solving among the staff members
9. FISCAL MANAGEMENT						
5	5	5	4	4	4.6	Prepares a balanced budget to provide services at a level directed by council
5	5	5	5	4	4.8	Makes the best possible use of available funds, conscious of the need to operate the local governm
5	5	5	4	4	4.6	Prepares a budget and budgetary recommendations in an intelligent and accessible format
5	5	5	4	4	4.6	Ensures actions and decisions reflect an appropriate level of responsibility for financial planning a
5	5	5	4	4	4.6	Appropriately monitors and manages fiscal activities of the organization
10. COMMUNITY						
5	5	5	4	4	4.6	Shares responsibility for addressing the difficult issues facing the Town
5	5	5	4	3	4.4	Avoids unnecessary controversy
5	5	5	4	3	4.4	Cooperates with neighboring communities and the county
5	5	5	5	4	4.8	Helps the Selectboard address future needs and develop adequate plans to address long term trend:
5	5	5	4	4	4.6	Cooperates with other regional, state and federal government agencies
SB	LD	EA	GR	EG		
4.8	4.3	4.9	4.6	3.8	4.5	



Town of Great Barrington

Town Manager Performance Evaluation Evaluation

period of May 2021 through March 2022

Selectboard Member's Name *Stephen C. Bannor*

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Selectboard Member's Signature

Date Submitted *5/4/2022*

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by Selectboard members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

- 4 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

4. POLICY EXECUTION

- 5 Implements Selectboard actions in accordance with the intent of council
- 5 Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

5. REPORTING

- 5 Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide
- 5 Responds in a timely manner to requests from the Selectboard for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with Town services

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

7. STAFFING

- 3 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 4 Stays accurately informed and appropriately concerned about employee relations
- 5 Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

8. SUPERVISION

5 Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office

*Incomplete
Informative*

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

5 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

9. FISCAL MANAGEMENT

5 Prepares a balanced budget to provide services at a level directed by council

5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

5 Prepares a budget and budgetary recommendations in an intelligent and accessible format

5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

5 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

10. COMMUNITY

5 Shares responsibility for addressing the difficult issues facing the Town

5 Avoids unnecessary controversy

5 Cooperates with neighboring communities and the county

5 Helps the council address future needs and develop adequate plans to address long term trends

5 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

Mark is a team player and a hard worker. He is extremely effective in his position. He has excellent communication skills.

What performance area(s) would you identify as most critical for improvement?

- Staff retention and development is always an issue not just in GB

What constructive suggestions or assistance can you offer the manager to enhance performance?

= Keep up the good work. Make time for your personal life before you get burned out.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

- Hopefully the new HR position will reduce some of the workload on your plate.
- To state the obvious finding a new Ops supervisor is critical



Town of Great Barrington

Town Manager Performance Evaluation Evaluation

period of May 2021 through March 2022

Selectboard Member's Name

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

A handwritten signature in black ink, appearing to read "Leslie De..."

Selectboard Member's Signature

A handwritten date in black ink, "4/19/22".

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town manager's performance.

- 5 = Excellent (almost always exceeds the performance standard)
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Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- Diligent and thorough in the discharge of duties, "self-starter" 4
- Exercises good judgment 4
- Displays enthusiasm, cooperation, and will to adapt 5
- Mental and physical stamina appropriate for the position 5
- Exhibits composure, appearance and attitude appropriate for executive position 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

4.6

2. PROFESSIONAL SKILLS AND STATUS

- Maintains knowledge of current developments affecting the practice of local government management 5
- Demonstrates a capacity for innovation and creativity 4
- Anticipates and analyzes problems to develop effective approaches for solving them 4
- Willing to try new ideas proposed by Selectboard members and/or staff 5
- Sets a professional example by handling affairs of the public office in a fair and impartial manner 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

4.6

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

- Carries out directives of the body as a whole as opposed to those of any one member or minority group 5
- Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions 5
- Disseminates complete and accurate information equally to all members in a timely manner 5
- Assists by facilitating decision making without usurping authority 5
- Responds well to requests, advice, and constructive criticism 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5

4. POLICY EXECUTION

- Implements Selectboard actions in accordance with the intent of council 5
- Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization 5
- Understands, supports, and enforces local government's laws, policies, and ordinances 5
- Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness 5
- Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5

5. REPORTING

Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide 5

Responds in a timely manner to requests from the Selectboard for special reports 4

Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature 4

Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience 4

Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

4.4

6. CITIZEN RELATIONS

Responsive to requests from citizens 5

Demonstrates a dedication to service to the community and its citizens 5

Maintains a nonpartisan approach in dealing with the news media 5

Meets with and listens to members of the community to discuss their concerns and strives to understand their interests 5

Gives an appropriate effort to maintain citizen satisfaction with Town services 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5

7. STAFFING

Recruits and retains competent personnel for staff positions 4

Applies an appropriate level of supervision to improve any areas of substandard performance 4

Stays accurately informed and appropriately concerned about employee relations 3

Professionally manages the compensation and benefits plan 5

Promotes training and development opportunities for employees at all levels of the organization 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

4.2

8. SUPERVISION

Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff ?

Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level ?

Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office ?

Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback ?

Encourages teamwork, innovation, and effective problem-solving among the staff members ?

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

? = lack sufficient knowledge

9. FISCAL MANAGEMENT

Prepares a balanced budget to provide services at a level directed by council 5

Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively 5

Prepares a budget and budgetary recommendations in an intelligent and accessible format 5

Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability 5

Appropriately monitors and manages fiscal activities of the organization 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5

10. COMMUNITY

Shares responsibility for addressing the difficult issues facing the Town 5

Avoids unnecessary controversy 5

Cooperates with neighboring communities and the county 5

Helps the council address future needs and develop adequate plans to address long term trends 5

Cooperates with other regional, state and federal government agencies 5

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category

5

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

Mark is focused, affable, level-headed, and hard-working. He has a good handle on the big picture while successfully tackling the minutiae of small town issues. I feel the town is in good hands with Mark at the helm.

What performance area(s) would you identify as most critical for improvement?

I am aware of concerns expressed by some members of staff which Mark seems to have addressed.

What constructive suggestions or assistance can you offer the manager to enhance performance?

An opportunity for improvement appears to be better and more equitable communication with town staff.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

For a variety of reasons, staff turnover has been high. I hope this stabilizes. The town could really benefit from having a HR person on staff. I hope this shared position can be filled this year.

We need more of a concerted and strategic effort around addressing our housing crisis.

I feel we can show more leadership in supporting Housatonic residents in their fight for clean water.

I am disappointed by Town Counsel and suggest exploring alternative options.



Town of Great Barrington

Town Manager Performance Evaluation Evaluation

period of May 2021 through March 2022

Ed Abrahams

Selectboard Member's Name

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

4/20/22

Selectboard Member's Signature

Date Submitted

INSTRUCTIONS

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- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 25 $\div 5 =$ 5 **score for this category**

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by Selectboard members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 25 ÷ 5 = 5 **score for this category**

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

- 2 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 22 ÷ 5 = 4.4 **score for this category**

4. POLICY EXECUTION

- 5 Implements Selectboard actions in accordance with the intent of council
- 5 Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 25 ÷ 5 = 5 **score for this category**

5. REPORTING

- 5 Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide
- 5 Responds in a timely manner to requests from the Selectboard for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 25 $\div 5 = 5$ **score for this category**

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with Town services

Add the values from above and enter the subtotal 25 $\div 5 = 5$ **score for this category**

7. STAFFING

- 5 Recruits and retains competent personnel for staff positions
- 5 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- 5 Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 25 $\div 5 = 5$ **score for this category**

8. SUPERVISION

- 5 Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office
- 5 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 25 ÷ 5 = 5 **score for this category**

9. FISCAL MANAGEMENT

- 5 Prepares a balanced budget to provide services at a level directed by council
- 5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal 25 ÷ 5 = 5 **score for this category**

10. COMMUNITY

- 5 Shares responsibility for addressing the difficult issues facing the Town
- 5 Avoids unnecessary controversy
- 5 Cooperates with neighboring communities and the county
- 5 Helps the council address future needs and develop adequate plans to address long term trends
- 5 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 25 ÷ 5 = 5 **score for this category**

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the manager to enhance performance?

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?



Town of Great Barrington

Town Manager Performance Evaluation Evaluation

period of May 2021 through March 2022

Selectboard Member's Name

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Gayle C. Reed
Selectboard Member's Signature

4/7/2022
Date Submitted

INSTRUCTIONS

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- 5 = Excellent (almost always exceeds the performance standard)
- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 4 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 0 24 ÷ 5 = 0.00 **score for this category**

2. PROFESSIONAL SKILLS AND STATUS

- Maintains knowledge of current developments affecting the practice of local government management
- Demonstrates a capacity for innovation and creativity
- Anticipates and analyzes problems to develop effective approaches for solving them
- Willing to try new ideas proposed by Selectboard members and/or staff
- Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 0 21 ÷ 5 = 0.00 score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

- Carries out directives of the body as a whole as opposed to those of any one member or minority group
- Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions
- Disseminates complete and accurate information equally to all members in a timely manner
- Assists by facilitating decision making without usurping authority
- Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 0 30 ÷ 5 = 0.00 score for this category

4. POLICY EXECUTION

- Implements Selectboard actions in accordance with the intent of council
- Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization
- Understands, supports, and enforces local government's laws, policies, and ordinances
- Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 0 22 ÷ 5 = 0.00 score for this category

5. REPORTING

- ⑤ Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide
- ⑤ Responds in a timely manner to requests from the Selectboard for special reports
- ⑤ Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature
- ④ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- ⑤ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 0 29 ÷ 5 = 0.00 score for this category

6. CITIZEN RELATIONS

- ④ Responsive to requests from citizens
- ⑤ Demonstrates a dedication to service to the community and its citizens
- ④ Maintains a nonpartisan approach in dealing with the news media
- ④ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- ④ Gives an appropriate effort to maintain citizen satisfaction with Town services

Add the values from above and enter the subtotal 23 0 ÷ 5 = 0.00 score for this category

7. STAFFING

- ④ Recruits and retains competent personnel for staff positions
- ④ Applies an appropriate level of supervision to improve any areas of substandard performance
- ④ Stays accurately informed and appropriately concerned about employee relations
- ④ Professionally manages the compensation and benefits plan
- ④ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 0 20 ÷ 5 = 0.00 score for this category

8. SUPERVISION

- (4) Encourages heads of departments to make decisions within their jurisdictions with minimal Town manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- (4) Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- (5) Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town manager's office
- (5) Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- (5) Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal $0\ 23 \div 5 = 0.00$ score for this category

9. FISCAL MANAGEMENT

- (4) Prepares a balanced budget to provide services at a level directed by council
- (5) Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- (4) Prepares a budget and budgetary recommendations in an intelligent and accessible format
- (4) Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- (4) Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal $0\ 21 \div 5 = 0.00$ score for this category

10. COMMUNITY

- (4) Shares responsibility for addressing the difficult issues facing the Town
- (4) Avoids unnecessary controversy
- (4) Cooperates with neighboring communities and the county
- (5) Helps the council address future needs and develop adequate plans to address long term trends
- (4) Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal $0\ 21 \div 5 = 0.00$ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

great listener shows respect for me which I greatly appreciate
level headed and fair

What performance area(s) would you identify as most critical for improvement?

I don't get to really observe Mark's daily routine
so I can not give an evaluation

What constructive suggestions or assistance can you offer the manager to enhance performance?

I have none I am satisfied with the town manager's actions

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

keep up the good work



Town of Great Barrington

Town Manager Performance Evaluation Evaluation

period of May 2021 through March 2022

Selectboard Member's Name

ERIC Gabriel

Each member of the Selectboard should complete this evaluation form, sign it in the space below, and return it to the Selectboard Chair. Evaluations will be summarized and included on a future Selectboard meeting.

Selectboard Member's Signature

5-3-2022

Date Submitted

INSTRUCTIONS

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- 4 = Above average (generally exceeds the performance standard)
- 3 = Average (generally meets the performance standard)
- 2 = Below average (usually does not meet the performance standard)
- 1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the Selectboard to the Town manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 4 Diligent and thorough in the discharge of duties, "self-starter"
- 4 Exercises good judgment
- 4 Displays enthusiasm, cooperation, and will to adapt
- 4 Mental and physical stamina appropriate for the position
- 4 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 **score for this category**

4

EG

2. PROFESSIONAL SKILLS AND STATUS

- 3 Maintains knowledge of current developments affecting the practice of local government management
- 4 Demonstrates a capacity for innovation and creativity
- 4 Anticipates and analyzes problems to develop effective approaches for solving them
- 4 Willing to try new ideas proposed by Selectboard members and/or staff
- 4 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category
19 3.8

3. RELATIONS WITH ELECTED MEMBERS OF THE SELECTBOARD

- 3 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 4 Sets meeting agendas that reflect the guidance of the Selectboard and avoids unnecessary involvement in administrative actions
- 4 Disseminates complete and accurate information equally to all members in a timely manner
- 3 Assists by facilitating decision making without usurping authority
- 3 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category
17 3.4

4. POLICY EXECUTION

- 4 Implements Selectboard actions in accordance with the intent of council
- 4 Supports the actions of the Selectboard after a decision has been reached, both inside and outside the organization
- 4 Understands, supports, and enforces local government's laws, policies, and ordinances
- 4 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 3 Offers workable alternatives to the Selectboard for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 0 ÷ 5 = 0.00 score for this category
19 3.8

5. REPORTING

- 5 Provides regular information and reports to the Selectboard concerning matters of importance to the local government, using the Town charter as guide
- 5 Responds in a timely manner to requests from the Selectboard for special reports
- 4 Takes the initiative to provide information, advice, and recommendations to the Selectboard on matters that are non-routine and not administrative in nature
- 4 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 4 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ score for this category
22 4.4

6. CITIZEN RELATIONS

- 4 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 4 Maintains a nonpartisan approach in dealing with the news media
- 4 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 4 Gives an appropriate effort to maintain citizen satisfaction with Town services

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ score for this category
21 4.2

7. STAFFING

- 3 Recruits and retains competent personnel for staff positions
- 3 Applies an appropriate level of supervision to improve any areas of substandard performance
- 4 Stays accurately informed and appropriately concerned about employee relations
- 4 Professionally manages the compensation and benefits plan
- 4 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 0 $\div 5 = 0.00$ score for this category
16 3.6

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

Extremely well organized. Keeps everyone informed and very quick to get questions answered. Easy to approach and discuss any topic with.

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the manager to enhance performance?

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?