

Jennifer Tabakin
Town Manager

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTBOARD'S MEETING AGENDA

MONDAY, MARCH 11, 2019

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

7:00 PM - OPEN MEETING

1. CALL TO ORDER:

2. APPROVAL OF MINUTES:

December 17, 2018 Regular Meeting.

3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board.

4. TOWN MANAGER'S REPORT:

A. Department Updates

B. Project Updates.

5. LICENSES OR PERMITS:

A. David P. Ryel/Butternut Basin Inc. for One Day Beer and Wine Liquor License for March 16, 2019 from 12:00 Noon - 8:00 pm at 380 State Road. (Discussion/Vote)

6. OLD BUSINESS:

A. Housatonic Water Works Company – Update.

7. NEW BUSINESS:

A. SB – To Approve Marijuana Product Manufacturer Host Community Agreement.
(Discussion/Vote)

B. SB – Appointment of Selectboard Liaison to the Strategic Sustainability and Livability Committee. (Discussion/Vote)

C. SB – Appointment of member to the Conservation Commission. (Discussion/Vote)

- D. - Open Space and Recreation Plan – Discussion
 - Creation of Task Force. (Discussion/Vote)

- E. - Discussion of Hazard Mitigation Planning (HMP) and Municipal Vulnerability Preparedness (MVP) Grant Application
 - Creation of Task Force. (Discussion/Vote)

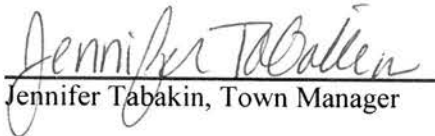
8. CITIZEN SPEAK TIME:

9. SELECTBOARD'S TIME:

10. MEDIA TIME:

11. ADJOURNMENT:

NEXT SELECTBOARD'S MEETING: Monday, March 25, 2019, 7:00 P.M.



Jennifer Tabakin, Town Manager

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

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: DAVID P. RYEL

Organization Name: BUTTERNUT BASIN INC.

Applicant's Address: 300 STATE RD, G.B., MA 01230

Telephone Number: 413-528-2000 x154

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

Event: 47TH ANNUAL SPRING FLING (SNOWBOARD RAIL JAM)

Date: 3/16/19 Start Time: 12: NOON End Time: 8:00 PM

Event Address: SKI BUTTERNUT - TUBING SLOPE

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.

OK
OK
NA

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

[Signature]
Signature of Applicant

3/5/19
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____

Meters Not Installed

<i>Location</i>	<i>Vacant Properties</i>	<i>Refuses to Allow New Meter Install</i>	<i>Needs Plumbing/S hut-off/Repairs</i>	<i>Inability to Contact</i>	<i>Meter Working</i>
1 Division Street	X				N/A
2 Division Street		X			Yes
1 Christian Hill Rd			X		Yes
1 Park Street				X	N/A
2 Park Street			X		Yes
3 Park Street				X	Yes
4 Park Street		X			Yes
1 Mountain Street				X	Yes
1 Cone Avenue				X	Yes
1 Grove Street			X		Yes
2 Grove Street		X			Yes
3 Grove Street				X	Yes
4 Grove Street				X	Yes
4 Grove Street				X	Yes
1 Front Street				X	N/A
2 Front Street		X			Yes
3 Front Street	X				N/A
1 Depot Street	X				N/A
1 High Street				X	Yes
2 High Street				X	Yes
3 High Street	X				N/A
1 Main Street				X	Yes
2 Main Street				X	Yes
3 Main Street				X	Yes
1 Kirk Street				X	Yes
2 Kirk Street				X	Yes
3 Kirk Street	X				N/A
4 Kirk Street				X	Yes
1 Hart Street	X				N/A
2 Hart Street				X	Yes
1 Highland Street				X	Yes
2 Highland street				X	Yes
1 Pleasant Street	X				N/A
1 Fairview Road	X				N/A
2 Fairview Road			X		Yes
1 Prospect Street				X	Yes
2 Prospect Street		X			Yes
1 Oak Street				X	Yes

<i>Location</i>	<i>Vacant Properties</i>	<i>Refuses to Allow New Meter Install</i>	<i>Needs Plumbing/S hut-off/Repairs</i>	<i>Inability to Contact</i>	<i>Meter Working</i>
2 Oak Street			X		Yes
3 Oak Street				X	Yes
4 Oak Street				X	Yes
5 Oak Street				X	Yes
1 VanDeusenville Rd				X	Yes
2 VanDeusenville Rd		X			Yes
3 VanDeusenville Rd		X			NO
1 North Plain Road			X		Yes
2 North Plain Road		X			Yes
3 North Plain Road			X		Yes
4 North Plain Road			X		Yes
5 North Plain Road				X	Yes
1 Brookside Court				X	Yes
1 Linda Lane				X	Yes
1 Gt. Barrington Rd	X				N/A
	9	8	8	28	53

Meter Installations

This project consisted of the replacement and installation of 750 meters.

\$328,386.28

Stiles Company	Invoice 228087	52,832.00		208 meters
	Invoice 228174	51,816.00		204 meters
	Invoice 229600	103,632.00		408 meters
	Less: Reserve for Inventory	<u>(18,542.00)</u>	189,738.00	(73 meters @\$254 ea)
	Invoice 228271		21.64	
	Invoice 229030		5,090.42	1 2" compound meter (\$1,939.22) & 1 2" meter (\$935.20)
	Invoice 227552		429.80	
	Invoice 227627		2,866.42	1 1" meter (\$262.42)
	Invoice 227670		<u>1,800.00</u>	software
				199,946.28
Subcontract Labor	Eric Steuernagle		32,390.00	
	Peter Marks		16,950.00	
	Roland Houle		<u>4,100.00</u>	<u>53,440.00</u>
Labor	Jim Mercer		37,500.00	
	Fred Mercer		<u>37,500.00</u>	<u>75,000.00</u>
	Total Meters & Installations			<u>\$ 328,386.28</u>
Retirements	750 Meters & Installations			\$ (127,871.00)
	Accumulated Depreciation			127,871.00
	Salvage Value			<u>2,500.00</u>
	Net Meters & Installations Retirements			<u>\$ 2,500.00</u>

Meter Install Information as of 1-15-19

Meters installed as of 1/15/19: 750

Remaining meters not installed for various reasons:

Vacant properties	9	
Refuses to allow new meter install	8	
Needs plumbing/shut-off/ repairs	8	
Inability to contact	28	
TOTAL		53
TOTAL METERS		803

LEAD AND COPPER:

The Company conducted another Lead and Copper testing in accordance with the schedule required by the MADEP in early November. Our Lead and Copper Analysis Report , dated November 14, 2018, shows we were at or below the lead and copper action level. A Lead and Copper 90th Percentile Compliance Report was sent to the MADEP on November 19, 2018, as well as a letter to each sample household with its results as required.

Housatonic Water Works Company
Phase II Capital Additions

	<u>Original Cost</u> <u>UPIS Additions</u>
Paragraph 2.4 Additional Piping on the Storage Tank	\$ 97,389.88
Paragraph 2.5 Replacement of 1,000 l.f. of 8" Water Main	\$ 89,599.72 (a)
Paragraph 2.7 Meter Replacement	\$ 328,386.28
Paragraph 2.8 Replacement of Company Vehicle (Pick-Up Truck)	\$ 33,680.31
Total Cost of Ph. II Additions (Actual)	<u>\$ 549,056.19</u>

Phase II Settlement Allowance

\$ 326,640.00

NOTE (a): Calculation of 8" Main Costs ONLY (Paragraph 2.5)

Route 183 Project	967 8" Main 92.6%	77 6" Main 7.4%	2 Hydrants
70,666.12	65,436.83	5,229.29	
5,190.00			5,190.00
1,400.00	1,400.00		
14,125.31	14,125.31		
9,186.86		9,186.86	
1,105.50	1,105.50		
8,134.00	7,532.08	601.92	
\$109,807.79	\$89,599.72	\$15,018.07	\$5,190.00

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

Petition of Housatonic Water Works Company,)
Pursuant to M.G.L. c. 164.94 and M.G.L. c. 165.2,)
For a General Rate Increase as set forth in)
M.D.P.U. 15 and M.D.P.U. 16)
_____)

D.P.U. 15-179

HOUSATONIC WATER WORKS COMPANY'S THE PHASE II COMPLIANCE FILING

**DOCUMENTATION SUPPORTING COMPLETION
AND COSTS OF PHASE II CAPITAL ADDITIONS
(SECTION 2.1)**

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

Petition of Housatonic Water Works Company,)
Pursuant to M.G.L. c. 164.94 and M.G.L. c. 165.2,)
For a General Rate Increase as set forth in) D.P.U. 15-179
M.D.P.U. 15 and M.D.P.U. 16)
_____)

HOUSATONIC WATER WORKS COMPANY'S THE PHASE II COMPLIANCE FILING

**DOCUMENTATION SUPPORTING COMPLETION
AND COSTS OF PHASE II CAPITAL ADDITIONS
(SECTION 2.1)**

Additional Piping On The Storage Tank (Paragraph 2.4)

Long Pond

A new water line consisting of 802 feet of 6" ductile was installed to 1.MG storage tank.

\$97,389.88

J.Wilkinson & Sons Excavating	Invoice 27163	\$ 8,425.00	
	Invoice 27507	<u>2,897.50</u>	11,322.50
Lenard Engineering	Invoice 66775	3,742.50	
	Invoice 66598	<u>3,699.00</u>	7,441.50
DN Tank	Invoice 17R50-01	<u>55,493.65</u>	55,493.65
Team EJP Pittsfield MA	Invoice 5338540	382.82	
	Invoice 5336641	38.56	
	Invoice 5258682	6,587.50	400 feet 6"
	Less: Reserve for Inventory	<u>(510.57)</u>	(31 feet 6" @ \$16.47)
	Invoice 5251029	505.01	
	Invoice 5170035	407.37	
	Invoice 5322976	4,078.51	includes 100 feet 6"
	Invoice 5319521	1,706.48	
	Invoice 5323314	<u>329.96</u>	13,525.64
S&A Supply	Invoice S5724312.001	<u>15.96</u>	15.96
Berkshire Concrete	Work Order 6/16/17	<u>675.00</u>	675.00
Inventory	333 feet of 6" ductile @ \$5.11/ft	<u>1,701.63</u>	1,701.63
Labor	Jim Mercer	3,607.00	
	Fred Mercer	<u>3,607.00</u>	7,214.00
Total T&D Mains Long Pond			<u>\$ 97,389.88</u>

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
10/10/2017	27163

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE GT. BARRINGTON, MA 01230

Ship To
LONG POND PUMP HOUSE WATER LINE

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
9/8/2017	CAT 312 EXCAVATOR	5	125.00	625.00
	LABOR - 2 MEN	12	65.00	780.00
9/11/2017	CAT 312 EXCAVATOR	7	125.00	875.00
	LABOR - 2 MEN	10	65.00	650.00
9/12/2017	CAT 312 EXCAVATOR	8.5	125.00	1,062.50
	LABOR	8.5	65.00	552.50
9/13/2017	CAT 312 EXCAVATOR	8.5	125.00	1,062.50
	LABOR	8.5	65.00	552.50
9/14/2017	CAT 312 EXCAVATOR	8	125.00	1,000.00
	LABOR	5	65.00	325.00
9/15/2017	CAT 312 EXCAVATOR	7	125.00	875.00
	LABOR	1	65.00	65.00

Subtotal		\$8,425.00
Sales Tax (6.25%)		\$0.00
Total		\$8,425.00
Payments/Credits		\$0.00
Balance Due		\$8,425.00

THANK YOU
 1.5% per month added to accounts 30 days or more past due

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/28/2017	27507

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
TANK JOB LONG POND ROAD

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
12/20/2017	CAT 312 EXCAVATOR LABOR	9.5	125.00	1,187.50
		9	65.00	585.00
12/21/2017	CAT 312 EXCAVATOR	9	125.00	1,125.00

Subtotal		\$2,897.50
Sales Tax (6.25%)		\$0.00
Total		\$2,897.50
Payments/Credits		\$0.00
Balance Due		\$2,897.50

THANK YOU
 1.5% per month added to accounts 30 days or more past due



Concrete Tank Services
 Installation | Rehab | Retrofit

P.O. Box 670690
 Dallas, TX 75267-0690
 Phone: 781-246-1133 Fax: 781-224-5163

17R50 - 01

INVOICE

Attn: Jim Mercer
 Housatonic Water Works
 80 Maple Avenue, Suite 1
 Great Barrington, MA 01230

Date: 12/31/17
 Re: Concrete Water Storage
 Tank Inlet Retrofit

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	PERCENT COMPLETED	TOTAL
1	6 Inch Inlet Retrofit	1 LS	\$54,950.00	100%	\$54,950.00
1	Furnish & Install Heat Trace	1 LS	\$543.65	100%	\$543.65
	<i>Total for heat trace was \$1,087.30. Per discussion DN Tanks to pay 50% of cost. See attached invoice.</i>				

Subtotal:	\$55,493.65
Billed to Date:	\$0.00
Payment Due:	\$55,493.65
Balance Remaining:	\$0.00

Remit To:
 DN Tanks, Inc.
 P.O. Box 670690
 Dallas, TX 75267-0690

If you have any questions regarding this invoice, please contact Ryan Zanini at 781-224-5102

Statement

Lenard Engineering, Inc.
PO Box 1088
Glastonbury, CT 06033-6088

May 31, 2017

Mr. James Mercer
Housatonic Water Works Co.
80 Maple Ave.
Great Barrington, MA 01230

Outstanding Invoices

	Number	Date	Invoiced	Balance Due		
	66598	5/3/2017	3,699.00	3,699.00		
		31 - 60	61 - 90	91 - 120	121 - 150	Over 150
		Days	Days	Days	Days	Days
Current						
3,699.00						

Please remit all payments to: Lenard Engineering, Inc. PO Box 1088 Glastonbury, CT 06033-6088. Missing an invoice? Please email Jim at bancroft@lenard-eng.com to request a copy, or call 860-266-4440.

Statement

Lenard Engineering, Inc.
PO Box 1088
Glastonbury, CT 06033-6088

July 31, 2017

Mr. James Mercer
Housatonic Water Works Co.
80 Maple Ave.
Great Barrington, MA 01230

Outstanding Invoices

	Number	Date	Invoiced	Balance Due		
	66775	7/10/2017	3,742.50	3,742.50		
		31 - 60	61 - 90	91 - 120	121 - 150	Over 150
Current		Days	Days	Days	Days	Days
3,742.50						

Please remit all payments to: Lenard Engineering, Inc. PO Box 1088 Glastonbury, CT 06033-6088. Missing an invoice? Please email Jim at bancroft@lenard-eng.com to request a copy, or call 860-266-4440.

REMIT
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 5338540
 Invoice No. 2/18/17
 Inv. Date: 5338540
 Order No. 16790
 Cust. No. 110
 Branch No.

SOLID
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 Customer Pickup

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305		1/17/18	12/18/17	Pickup
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	33535 6X12 MJ DI SOLID SLEEVE CL	EA	1	121.2610		121.26
2	44160 6 MJ GASKET KIT 3/4X4 N&B	EA	2	21.3120		42.62
3	23067 2 POLYCAM PEXMIP ADAPT SS DR11	EA	6	32.7360		196.42
						Amount 360.30
						Tax Amt 22.52
						Freight .00
						Other Chg .00
TOTAL DUE						382.82 ✓

RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!

Page No. 5336641
 Invoice No. 2/12/17
 Inv. Date: 5336641
 Order No. 16790
 Cust. No. 110
 Branch No.

TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

CUSTOMER PICKUP

Customer P.O. No.	Job Name	Job No.	Sl#	Due Date	Ship Date	Shipping Method
		305		1/11/18	2/12/17	Pickup
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	63196 4FT T HANDLE SB WRENCH PENT PW4	EA	1	36.2880		36.29
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 36.29 Tax Amt 2.27 Freight .00 Other Chg .00 TOTAL DUE 38.56 ✓

Page No. 5258682
 Invoice No. 7/25/17
 Inv. Date: 5258682
 Order No. 16790
 Cust. No. 110
 Branch No.

TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 WAREHOUSE
 Pittsfield, MA 01201
 Telephone: 413-443-3987

TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

HOUSATONIC WATER WORKS CO.
 112 division street
 HOUSATONIC, MA 01230
 SHIP

HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230
 SOLD

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
			305	8/24/17	7/25/17	Our Truck
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	20260 FST		400	15.5000		6,200.00
2	21293 6 FST PIPE DUCTILE 52 CL 6 FAST-TITE GASKET	FT EA	20	5.1800		N/C
6587.50 400 feet 6" ductile - 510.57 31 feet 6" ductile to inventory 6076.93 369 feet 6" ductile used						
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 6,200.00 Tax Amt 387.50 Freight .00 Other Chg .00 TOTAL DUE 6,587.50 ✓

REMIT
 TEAM FJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 5251029
 Invoice No. 6/21/17
 Inv. Date: 5251029
 Order No. 16790
 Cust. No. 110
 Branch No.

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 Customer Pickup

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305	7/21/17	6/21/17	Pickup	
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	28015 080 6 FLXPE CLX8-0	EA	1	475.3000		475.30
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 475.30 Tax Amt 29.71 Freight .00 Other Chg .00 TOTAL DUE 505.01

Page No. 5170035
 Invoice No. 51708/16
 Order No. 5170035
 Cust. No. 16790
 Branch No. 110

WAREHOUSE
 TEAM EOP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

REMIT TO
 TEAM EOP Pittsfield, Ma.
 E. J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

SHIP TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 GREAT BARRINGTON, MA 01230

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

Customer P.O. No.	Job Name	Job No.	Slis	Due Date	Ship Date	Shipping Method
		305	12/08/16	11/08/16	Our Truck	
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	4X2 MJ TAP TEE CL	EA	1	138.19		138.19
2	4 ROMGRIP ACCESSORY PACK	EA	1	35.71		35.71
3	4X6 MACRO CPLG 440560	EA	1	209.51		209.51
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 383.41 Tax Amt 23.96 Freight .00 Other Chg .00 TOTAL DUE 407.37

Page No. 5322976
 Invoice No. 11/09/17
 Inv. Date: 5322976
 Order No. 16790
 Cust. No. 110
 Branch No.

REMIT
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

HOUSE WARE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

SOLD
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
			305	12/09/17	11/09/17	Our Truck
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	20260 FST	EA	100	15.5000		1,550.00
2	33635 6 FST PIPE DUCTILE 52 CL	EA	1	288.35		288.35
3	45005 8X6 MJ DI HYD TEE CL	EA	4	23.0605		92.24
4	45070 VALVE BOX COVER WATER	EA	4	73.0575		292.23
5	45125 26 VALVE BOX TOP TF	EA	4	68.1275		272.51
6	57133 36 VALVE BOX BASE BELL	EA	4	352.2300		1,408.92
7	44160 8X6 MACRO CPLG 860975	EA	1	21.3120		21.31
8	44232 6 MJ GASKET KIT 3/4X4 N&B	EA	2	67.6350		135.27
9	39336 8 ROMAGRIP ACCESSORY PACK	EA	1	784.7000		784.70
10	44154 6 MJ DI RS VALVE OL	EA	1	49.7440		49.74
11	21293 6 FAST-TITE ACCESSORY PACK	EA	1	4.14250		4.14
12	21520 1 QUART LUBE	EA	1	7.4250		7.43
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 3,838.60 Tax Amt 239.91 Freight .00 Other Chg .00 TOTAL DUE 4,078.51

REMIT
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 5319521
 Invoice No. 11/02/17
 Inv. Date: 5319521
 Order No. 16790
 Cust. No. 110
 Branch No.

SOLID
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP
 Customer Pickup

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305	12/02/17	11/02/17	Pickup	
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	39318 1 6 MJ DI RS TAP VALVE OL	EA	1	1015.9500		1,015.95
2	39446 06RM 6X6 SS TAP SLEEVE 690730 DI FLG	EA	1	590.1480		590.15
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 1,606.10 Tax Amt 100.38 Freight .00 Other Chg .00 TOTAL DUE 1,706.48

Page No. 5323314
 Invoice No. 11/09/17
 Inv. Date: 5323314
 Order No. 16790
 Cust. No. 110
 Branch No.

TO
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

FROM
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

SHIP TO
 HOUSATONIC WATER WORKS CO.
 FRONT STREET
 HOUSATONIC, MA 01230

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305		12/09/17	11/09/17	Our Truck
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	6 MJ DI 22 1/2 BEND CL	EA	1	104.0760		104.08
2	6 MJ DI 11 1/4 BEND CL	EA	1	106.9390		106.94
3	6 ROMAGRIP ACCESSORY PACK	EA	2	49.7625		99.53
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 310.55 Tax Amt 19.41 Freight .00 Other Chg .00 TOTAL DUE 329.96



20 Maple Avenue
Great Barrington, MA 01230
Phone: (413) 528-3470 Fax: (413) 528-5062
www.sasupplyinc.com

BRANCHES
Great Barrington, MA
Pittsfield, MA

INVOICE

INVOICE DATE	INVOICE NUMBER
06/20/17	S5724312.001

PLEASE REMIT PAYMENT TO

S&A Supply Inc.
Box Number #672
ALBANY NY 12201

BILL TO:
2047 1 AB 0.403 E0196X I0388 D2577223806 S2 P4379740 0001:0001

SHIP TO:



HOUSATONIC WATER WORKS CO
80 MAPLE AVE STE 1
GT BARRINGTON MA 01230-2281

HOUSATONIC WATER WORKS CO
80 MAPLE AVE
GT BARRINGTON MA 01230

CUSTOMER NUMBER	ORDERED BY	CUSTOMER P. O. NUMBER	BRANCH	
66718			GREAT BARRINGTON	
WRITER	SHIP VIA	TERMS	ORDER DATE	SHIP DATE
Bryan Rueger Br40 x3013	PU PICK UP	2% 10 NET 30	06/20/17	06/20/17
DESCRIPTION	ORDER QTY.	SHIP QTY.	NET UNIT PRICE	NET AMOUNT
CHE270229 CHERNE MECHANICAL PLUG 2"	1ea	1ea	6.391	6.39
CHE270237 CHERNE MECHANICAL PLUG 3"	1ea	1ea	8.631	8.63



Visit our new website for The Showplaces of S&A Supply at www.sashowplace.com!

If paid by 07/10/17 you may deduct \$0.30
Invoice is due by 07/31/17 net of any cash discount.

SUBTOTAL	15.02
S&H CHGS	
SALES TAX	0.94
AMOUNT DUE	15.96

Monthly service fee of 1.5% charged on past due accounts (APR 18%). All claims for shortage, errors or damage must be made in writing. Returns require written authorization and are subject to handling charges. Special orders are non-returnable. Electrical and installed parts may not be returned. Please email ar@usginc.com or call (973) 427-3320 for all billing related inquiries.

TO VIEW ONLINE GO TO: <http://usginc.billtrust.com> USE THIS ENROLLMENT CODE: PPZ TRW MFL

3595 Winsted Road,
Torrington, CT 06790



Phone: (860) 489-3388
Fax: (860) 626-1316

WORK ORDER

CUSTOMER NAME: HOUSATONIC WATER COMPANY
DATE: 6/16/17
ADDRESS: LONG POND 80 MAPLE AVE
CITY / STATE / ZIP: GREAT BARRINGTON.
PHONE: _____ FAX: _____

PROJECT
DATE:

PROJECT
LOCATION:

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	CORED ONE 12" THRU 12' CONCRETE WALL.		
	<u>NATE</u> <u>\$675</u> C.O.D.		
		SUBTOTAL	
		TAX	
		TOTAL	<u>\$675.00</u>

MINIMUM CHARGES WILL APPLY WHERE THE CONDITIONS ARE SUCH, OR WHERE THERE IS NOT SIGNIFICANT WALL SAW OR FLAT SAW FOOTAGE OR CORE DRILL HOLES TO CHARGE ON A PER FOOT/HOLE BASIS.

ADDITIONAL CHARGES MAY BE INCURRED ON HOLES WITH HEAVIER THAN 2" REINFORCEMENT PER FOOT.

I have fully read and understood the terms as stated above. Please read reverse side for additional information.

CUSTOMER SIGNATURE: [Signature] DATE: 6/16/17

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

Petition of Housatonic Water Works Company,)
Pursuant to M.G.L. c. 164.94 and M.G.L. c. 165.2,)
For a General Rate Increase as set forth in) D.P.U. 15-179
M.D.P.U. 15 and M.D.P.U. 16)
_____)

HOUSATONIC WATER WORKS COMPANY'S THE PHASE II COMPLIANCE FILING

**DOCUMENTION SUPPORTING COMPLETION
AND COSTS OF PHASE II CAPITAL ADDITIONS
(SECTION 2.1)**

Replacement Of 1,000 Linear Feet Of 8-Inch Water Mains (Paragraph 2.5)

Route 183 Project

967 feet of 8" ductile and 77 feet of 6" ductile were installed as well as two new hydrants.

\$109,807.79

J. Wilkinson & Sons Excavating	Invoice 27289	\$ 71,126.12		
	Less: North St. Costs	<u>(460.00)</u>	70,666.12	70,666.12
Core & Main (Hydrants)	Invoice 1003718		2,595.00	
	Invoice 1003922		<u>2,595.00</u>	5,190.00
Lenox Construction	Invoice LC1549		600.00	
	Invoice LC1546		<u>800.00</u>	1,400.00
McWane Ductile	Invoice 0001017528		18,399.23	1,085 feet 8"
	Less: Reserve for Inventory		<u>(4,273.92)</u>	14,125.31 (252 feet 8" @ \$16.96/ft)
Team EJP Pittsfield MA	Invoice 5291747		932.45	
	Invoice 5294951	1,646.88		100 feet 6"
	Less: Reserve for Inventory	<u>(378.81)</u>	1,268.07	(23 feet 6" @ \$16.47)
	Invoice 5315854		772.71	
	Invoice 5258058		853.71	
	Invoice 5321508		528.37	
	Invoice 5312014		2,110.85	
	Invoice 5311698		<u>2,720.70</u>	9,186.86
Inventory	134 feet of 8" ductile @ \$8.25/ft		<u>1,105.50</u>	1,105.50
Labor	Jim Mercer		4,067.00	
	Fred Mercer		<u>4,067.00</u>	<u>8,134.00</u>
	Total T&D Mains Route 183			<u>\$ 109,807.79</u>
Retirements	1992 T&D Main Costs Route 183		\$ (936.00)	
	Accumulated Depreciation		<u>471.12</u>	
	Net T&D Man Route 183 Retirement		<u>\$ (464.88)</u>	

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
10/13/2017	COMPACTION TEST - NORTH STREET		460.00	460.00
	COMPACTION TEST - 183 / DEPOT STREET		404.23	404.23
10/13/2017	PERMITS TRENCH & OPEN ROAD		80.00	80.00
	POLICE 2 DAYS 10/18, 10/19		875.00	875.00
10/16/2017	CAT 304 EXCAVATOR	6	115.00	690.00
	CLIPPER SAW		125.00	125.00
	LABOR 3 MEN	17	65.00	1,105.00
	Blacktop Removal / yard	8	5.00	40.00
	DUMP TRUCK	3	90.00	270.00
10/18/2017	CAT 304 EXCAVATOR	6	115.00	690.00
	SKIDSTEER	2	85.00	170.00
	LABOR - 4 MEN	20.5	65.00	1,332.50
	TRENCH BOX		800.00	800.00
	CLIPPER SAW		125.00	125.00
	TONS OF PROCESS	47.56	11.00	523.16
	Blacktop Removal / yard	16	5.00	80.00
	DUMP TRUCK	4	90.00	360.00

Subtotal	
Sales Tax (6.25%)	
Total	
Payments/Credits	
Balance Due	

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
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 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
10/19/2017	CAT 304 EXCAVATOR	6	115.00	690.00
	SKIDSTEER	4	85.00	340.00
	LABOR - 3 MEN	14.5	65.00	942.50
	Blacktop Removal / yard	8	5.00	40.00
	DUMP TRUCK	2	90.00	180.00
10/20/2017	POLICE DETAIL		417.91	417.91
	CAT 312 EXCAVATOR	4	125.00	500.00
	CAT 304 EXCAVATOR	3	115.00	345.00
	LABOR - 3 MEN	17.5	65.00	1,137.50
	COMPACTOR	1	70.00	70.00
	POWER BROOM		60.00	60.00
	Blacktop Removal / yard	8	5.00	40.00
10/23/2017	DUMP TRUCK	1	90.00	90.00
	POLICE DETAIL		332.00	332.00
	CAT 312 EXCAVATOR	7.5	125.00	937.50
	LABOR - 2 MEN	14	65.00	910.00
	GASKETS		342.44	342.44
	SKIDSTEER	1	85.00	85.00
	COMPACTOR	1	70.00	70.00

Subtotal	
Sales Tax (6.25%)	
Total	
Payments/Credits	
Balance Due	

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
	POWER BROOM		60.00	60.00
	Blacktop Removal / yard	9	5.00	45.00
	TONS OF PROCESS	12	11.00	132.00
	DUMP TRUCK	2	90.00	180.00
10/24/2017	CAT 312 EXCAVATOR	6	125.00	750.00
	LABOR - 4 MEN	14.5	65.00	942.50
	SKIDSTEER	3	85.00	255.00
	COMPACTOR		70.00	70.00
	POWER BROOM		60.00	60.00
	DUMP TRUCK (ON SITE)	3	90.00	270.00
	10/25/2017	POLICE		417.91
CAT 312 EXCAVATOR		8	125.00	1,000.00
CAT 304 EXCAVATOR		2	115.00	230.00
LABOR - 2 MEN		13	65.00	845.00
SKIDSTEER		1	85.00	85.00
POWER BROOM			60.00	60.00
Blacktop Removal / yard		9	5.00	45.00
DUMP TRUCK		3	90.00	270.00

Subtotal	
Sales Tax (6.25%)	
Total	
Payments/Credits	
Balance Due	

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
10/26/2017	CAT 312 EXCAVATOR	8	125.00	1,000.00
	CAT 304 EXCAVATOR	3	115.00	345.00
	LABOR - 3 MEN	13	65.00	845.00
	COMPACTOR		70.00	70.00
	POWER BROOM		60.00	60.00
	TONS OF PROCESS	12	11.00	132.00
	DUMP TRUCK	1	90.00	90.00
	POLICE		417.91	417.91
10/27/2017	CAT 312 EXCAVATOR	6	125.00	750.00
	CAT 304 EXCAVATOR	3	115.00	345.00
	SKIDSTEER	1	85.00	85.00
	LABOR - 3 MEN	15	65.00	975.00
	COMPACTOR		70.00	70.00
	POLICE 10/24, 10/27, 11/2, 11/3		2,106.90	2,106.90
10/31/2017	CAT 304 EXCAVATOR	4.5	115.00	517.50
	LABOR - 2 MEN	12.5	65.00	812.50
	CLIPPER SAW		125.00	125.00
11/1/2017	CAT 312 EXCAVATOR	6	125.00	750.00

Subtotal
Sales Tax (6.25%)
Total
Payments/Credits
Balance Due

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
	CAT 304 EXCAVATOR	2	115.00	230.00
	TRENCH ROLLER	2	75.00	150.00
	LABOR 3 MEN	15.5	65.00	1,007.50
11/2/2017	CAT 304 EXCAVATOR	7	115.00	805.00
	LABOR - 2 MEN	15	65.00	975.00
	DUMP TRUCK	2	90.00	180.00
	2 ROAD PLATES IN		200.00	200.00
11/3/2017	CAT 312 EXCAVATOR	3	125.00	375.00
	CAT 304 EXCAVATOR	3	115.00	345.00
	LABOR - 3 MEN	21	65.00	1,365.00
11/6/2017	CAT 312 EXCAVATOR	4	125.00	500.00
	MINI ME EXCAVATOR	1	115.00	115.00
	LABOR - 3 MEN	14.5	65.00	942.50
	TONS OF PROCESS	24	11.00	264.00
	DUMP TRUCK	1	90.00	90.00
11/7/2017	CAT 312 EXCAVATOR	5	125.00	625.00
	BACKHOE	2.5	95.00	237.50

Subtotal	
Sales Tax (6.25%)	
Total	
Payments/Credits	
Balance Due	

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
11/8/2017	LABOR - 3 MEN	22.5	65.00	1,462.50
	TONS OF PROCESS	24	11.00	264.00
	DUMP TRUCK	1	90.00	90.00
	POLICE		417.91	417.91
11/8/2017	CAT 312 EXCAVATOR	1	125.00	125.00
	CAT 304 EXCAVATOR	2	115.00	230.00
	BACKHOE	2	95.00	190.00
	LABOR - 3 MEN	16	65.00	1,040.00
	Blacktop Removal / yard	32	5.00	160.00
	BRUSH DISPOSAL	1	100.00	100.00
	DUMP TRUCK	5	90.00	450.00
11/9/2017	POLICE		379.92	379.92
	CAT 304 EXCAVATOR	6	115.00	690.00
	LABOR 3 MEN	16.5	65.00	1,072.50
	DUMP TRUCK	3	90.00	270.00
11/10/2017	POLICE		457.09	457.09
	CAT 312 EXCAVATOR	7	125.00	875.00
	BACKHOE	1	95.00	95.00

Subtotal
Sales Tax (6.25%)
Total
Payments/Credits
Balance Due

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
	LABOR 3 MEN	16.5	65.00	1,072.50
	TONS OF PROCESS	25.5	11.00	280.50
	DUMP TRUCK	4	90.00	360.00
11/13/2017	CAT 304 EXCAVATOR	9	115.00	1,035.00
	LABOR 3 MEN	24	65.00	1,560.00
	BLACKTOP		731.43	731.43
	DUMP TRUCK	2.5	90.00	225.00
11/14/2017	CAT 304 EXCAVATOR	8	115.00	920.00
	ROLLER	1	75.00	75.00
	LABOR 4 MEN	21	65.00	1,365.00
	BLACKTOP		1,139.50	1,139.50
	DUMP TRUCK	2.5	90.00	225.00
11/15/2017	POLICE		417.91	417.91
	CAT 304 EXCAVATOR	5.5	115.00	632.50
	ROLLER	1.5	75.00	112.50
	LABOR 2 MEN	8.5	65.00	552.50
	BLACKTOP		1,251.98	1,251.98
	DUMP TRUCK	2.5	90.00	225.00

Subtotal	
Sales Tax (6.25%)	
Total	
Payments/Credits	
Balance Due	

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
11/16/2017	POLICE DETAIL		379.92	379.92
	CAT 304 EXCAVATOR	7	115.00	805.00
	LABOR 3 MEN	13.5	65.00	877.50
	BLACKTOP		1,554.96	1,554.96
	DUMP TRUCK	3	90.00	270.00
11/17/2017	POLICE DETAIL		379.92	379.92
	CAT 304 EXCAVATOR	8	115.00	920.00
	SMALL ROLLER	1	75.00	75.00
	LABOR 2 MEN	12	65.00	780.00
	BLACKTOP		1,602.38	1,602.38
	BLUE DRIVEWAY MIX DUMP TRUCK	3	138.32 90.00	138.32 270.00
11/20/2017	POLICE DETAIL		379.92	379.92
	CAT 304 EXCAVATOR	7	115.00	805.00
	SMALL ROLLER		75.00	75.00
	LABOR 3 MEN	14.5	65.00	942.50
	TOPSOIL DELIVERED	16	31.00	496.00
	TONS OF PROCESS	12	11.00	132.00

Subtotal	
Sales Tax (6.25%)	
Total	
Payments/Credits	
Balance Due	

Joe Wilkinson & Sons Excavating, Inc

1551 Boardman St.
 Sheffield, MA 01257
 TEL 413-229-7711
 FAX 413-229-2364

Invoice

Date	Invoice #
12/22/2017	27289

Bill To
HOUSATONIC WATER WORKS 80 MAPLE AVE. GT. BARRINGTON, MA 01230

Ship To
RTE 183/ DEPOT STREET WATER MAIN REPLACEMENT

P.O. No.	Terms	Project
	Net 15	

DATE	Description	Qty	Rate	Amount
	DUMP TRUCK SEED & STRAW	3	90.00	270.00
			142.00	142.00

\$71,126.12 - 460.00 North St. Costs ----- \$70,666.12

Subtotal	\$71,126.12
Sales Tax (6.25%)	\$0.00
Total	\$71,126.12
Payments/Credits	\$0.00
Balance Due	\$71,126.12

THANK YOU
 1.5% per month added to accounts 30 days or more past due

un Date: 11/09/17

Preshipment Notification



Customer # 203092
 Order # I091994
 Date Ordered 11/09/17
 Job #
 Purchase Order # OUR TRUCK
 Method of Shipment 000000
 Contract Order # HOUSATONIC WATER
 Ordered By CORE & MAIN LP
 Ship Via

Sold To:
 400 CASH SALE
 COD ACCOUNT
 BRANCH 400-WATERVLIET
 14 ARCH ST
 WATERVLIET, NY 12189 1804

Ship To:
 400 CASH SALE
 Housatonic Water Department
 11 Depot St
 (413) 446-1679 jim
 Housatonic, MA 01236

Branch:
 WATERVLIET NY
 Branch - 400
 14 Arch St
 Watervliet, NY 12189
 Phone: 518-273-6300

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
605666M3A423	A423	5-1/4VO HYD 5'6"B 6MJ NST 3WAY O/L W/ACC 423-500069	1	1		2495.00000	EA	2495.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:
 WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D

Total Shipped: 2495.00
 Total Ordered: 2495.00
 Tax Amount: .00
 Other Charges: 100.00
 Total: 2595.00

LENOX

Construction Company, Inc.

P.O. Box 153
Lenox, MA 01240
(413) 637-4464

INVOICE

Bill To:			Ship To:		
Housatonic Water Works, Inc. 80 Maple Avenue #1 Great Barrington, MA 01230 Attention: Fred Mercer					
Invoice Date	Invoice Number	Date of Completion	P.O. Number	Customer Account No.	Terms of Payment
10/27/17	LC1546	8/18/17	N/A	IIWW	Net 30 Days
Quantity	Description of Product/Service			Unit Price	Total Price
1	<p><i>REF: Rt-183 & Park Street</i></p> <p>8" wet tap</p> <p>Price includes all labor and equipment, Housatonic Water Works provided all material.</p> <p>Payment: Checks should be made payable to Lenox Construction Company, Inc.</p>			\$ 800.00	\$ 800.00

TOTAL \$ 800.00

Thank You! If you have any questions regarding your invoice please contact us.

LENOX

Construction Company, Inc.

P.O. Box 153
Lenox, MA 01240
(413) 637-4464

INVOICE

Bill To:			Ship To:		
Housatonic Water Works, Inc. 80 Maple Avenue #1 Great Barrington, MA 01230 Attention: Fred Mercer					
Invoice Date	Invoice Number	Date of Completion	P.O. Number	Customer Account No.	Terms of Payment
11/24/17	LC1549	11/03/17	N/A	HWW	Net 30 Days
Quantity	Description of Product/Service			Unit Price	Total Price
1	<p><i>REF: Rt-183 & Park Street</i></p> <p>6" wet tap</p> <p>Price includes all labor and equipment, Housatonic Water Works provided all material.</p> <p>Payment: Checks should be made payable to Lenox Construction Company, Inc.</p>			\$ 600.00	\$ 600.00

TOTAL \$ 600.00

Thank You! If you have any questions regarding your invoice please contact us.



Invoice

183 Sitgreaves St
 Phillipsburg, NJ 08865
 Phone (908) 454-1161
 Fax: (908) 454-4399

Page: 1
 Invoice: **0001017528**
 Date: 10/19/2017
 Customer: **405000**
 Territory: HouserJ
 Sales Order: 0000019121
 B.O.L.: 0000036770

Sold To: Housatonic Water Works
 80 Maple Ave
 Ste 1
 Great Barrington, MA 01230 USA

Ship To: HOUSATONIC WATER WORKS
 INTERSECTION OF
 FRONT STREET & DEPOT STREET
 SITE: FRED MERCER 413 446 1679

BERKSHIRE COUNTY
 HOUSATONIC, MA 01236 USA

THANK YOU FOR SUPPORTING AMERICAN MANUFACTURING

Customer P.O.	Ship Via	F.O.B	Terms	Job Name	
JIM MERCER	SMP - Sales	Plant Prepaid	Net 30 Days	HOUSATONIC	
Qty	# Item	Description	Wt / Qty Shipped	Price	Amount
60.00 Each	1 100801052021011	8" Tyton® X PE 52 DCL SC/SC	31,143 1,085.500LF	16.95	18,399.23
60.00 Each	2 ATR08XXX	8" Tyton® Gasket	0 60.000Each	0.00	0.00
4.00 Each	3 ATJLUBEQ	QUART TYTON LUBE	0 4.000Each	0.00	0.00

LAST ITEM

\$18,399.23 Total Cost
 - 4,273.92 252 feet 8" to inventory
 =====
 \$14,125.31

Subtotal	18,399.23
Freight	0.00
Sales Tax	0.00
Trade Discount	0.00
Payment/Credit Amount	0.00
Balance	18,399.23

Customer Contact: James Mercer
 Please Remit To: McWane Ductile
 A Division of McWane, Inc.
 Chicago Lbx # 12524-0032-7838-5119
 12524 Collections Center Drive
 Chicago, IL 60693

THE MCWANE, INC. TERMS AND CONDITIONS OF SALE, FOUND AT <http://www.mcwane.com/terms-and-conditions/> ("Online Terms and Conditions"), INCLUDING BUT NOT LIMITED TO ALL WARRANTIES, DISCLAIMERS OF IMPLIED WARRANTIES AND LIMITATIONS ON LIABILITY, ARE INCORPORATED HEREIN BY THIS REFERENCE. Each party agrees that all sales of Goods by McWane Ductile, a division of McWane, Inc. ("Seller") to Buyer are governed by the Online Terms and Conditions which supersede any other or inconsistent terms of Buyer or Seller. Each party agrees that the Online Terms and Conditions will also govern all sales of Goods to Buyer by any McWane, Inc., subsidiary, affiliate or division, in which case such subsidiary, affiliate or division will be the "Seller" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). Buyer acknowledges that the Online Terms and Conditions are subject to change from time to time and the parties agree that each sale of Goods will be governed by the version of the Online Terms and Conditions available at the time of Seller's acceptance of an order for such Goods.

REMIT TO
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 1
 Invoice No. 5291747
 Inv. Date: 9/08/17
 Order No. 5291747
 Cust. No. 16790
 Branch No. 110

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 Customer Pickup

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305		10/08/17	9/08/17	Pickup
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	33400 6 MJ DI 90 BEND CL	EA	2	138.4460		276.89
2	33410 6 MJ DI 45 BEND CL	EA	2	114.5760		229.15
3	44154 6 ROMAGRIP ACCESSORY PACK	EA	8	46.4450		371.56
						Amount 877.60
						Tax Amt 54.85
						Freight .00
						Other Chg .00
TOTAL DUE						932.45 ✓

RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!

REMIT TO
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 1
 Invoice No. 5294951
 Inv. Date: 9/21/17
 Order No. 5294951
 Cust. No. 16790
 Branch No. 110

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 HOUSATONIC WATER WORKS CO.
 112 INDUSTRIAL DRIVE
 FRED'S CELL 413 446 1679
 GREAT BARRINGTON, MA 01230

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
			305	10/21/17	9/21/17	Our Truck
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	20260 FST					
2	21293 6 FST PIPE DUCTILE 52 CL 6 FAST-TITE GASKET	EA	105	15.5000 5.1800		1,550.00 N/C
<p>1646.88 100 feet 6" ductile - 378.81 23 feet 6" ductile to inventory 1268.07 77 feet 6" ductile used</p>						
<p>RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!</p>						<p>Amount 1,550.00 Tax Amt 96.88 Freight .00 Other Chg .00</p>
<p>TOTAL DUE</p>						<p>1,646.88 ✓</p>

REMIT
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 5315854
 Invoice No. 0/25/17
 Inv. Date: 5315854
 Order No. 16790
 Cust. No. 110
 Branch No.

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 Customer Pickup

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305		11/24/17	10/25/17	pickup
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	33680 8 MJ DI 22 1/2 BEND CL	EA	2	158.4940		316.99
2	44232 8 ROMAGRIP ACCESSORY PACK	EA	4	67.6350		270.54
3	47450 Q LF 3/4 CPLG QUICKXFEIP LEAD FREE	EA	6	23.2880		139.73
						Amount 727.26
						Tax Amt 45.45
						Freight .00
						Other Chg .00
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						TOTAL DUE 772.71 ✓

REMITTANCE
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 1
 Invoice No. 5258058
 Inv. Date: 7/10/17
 Order No. 5258058
 Cust. No. 16790
 Branch No. 110

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 Customer Pickup

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method	
		305		8/09/17	7/10/17	Pickup	
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended	
1	33400 6 MJ DI 90 BEND CL	EA	1	152.9640		152.96	
2	33410 6 MJ DI 45 BEND CL	EA	2	126.5880		253.18	
3	33425 6 MJ DI 22 1/2 BEND CL	EA	1	114.9820		114.98	
4	33535 6X12 MJ DI SOLID SLEEVE CL	EA	1	133.9730		133.97	
5	33575 6X2 MJ DI TAP PLUG CL	EA	1	129.7520		129.75	
6	44160 2 6 MJ GASKET KIT 3/4X4 N&B	EA	1	18.6480		18.65	
7	21286 6 FIELD LOK GASKET FRED HAS SOME ATLANTIC STATES PIPE THAT HE NEEDS FIELD LOK FOR	EA	0	105.9800		0.00	
						Amount	803.49
						Tax Amt	50.22
						Freight	.00
						Other Chg	.00
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						TOTAL DUE	853.71 ✓

REMITTANCE
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 Customer Pickup

Page No. 5321508
 Invoice No. 11/06/17
 Inv. Date: 5321508
 Order No. 16790
 Cust. No. 110
 Branch No.

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305		12/06/17	11/06/17	Pickup
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	33425 6 MJ DI 22 1/2 BEND CL	EA	1	104.0760		104.08
2	33720 8X6 MJ DI REDUCER CL	EA	1	133.6720		133.67
3	44154 6 ROMAGRIP ACCESSORY PACK	EA	3	49.7625		149.29
4	44232 8 ROMAGRIP ACCESSORY PACK	EA	1	67.6350		67.64
5	44540 3/4 THREADED ROD	FT	10	2.6190		26.19
6	44625 3/4 HEAVY HEX NUT	EA	1	1.2960		1.30
7	44640 3/4 HEAVY WASHER	EA	8	1.7560		14.05
Amount 497.29 Tax Amt 31.08 Freight .00 Other Chg .00 TOTAL DUE 528.37						

RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!

Page No. 5312014
 Invoice No. 10/18/17
 Inv. Date: 5312014
 Order No. 16790
 CUST. NO. 110
 Branch No.

TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

Customer Pickup

HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

Customer P.O. No. Job No. Slc Due Date Ship Date Shipping Method

Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	39502 08RM 8X8 SS TAP SLEEVE 904945	EA	1	703.5200		703.52
2	39498 1 8 MJ DI RS TAP VALVE OL	EA	1	1283.1600		1,283.16

RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!

Amount 1,986.68
 Tax Amt 124.17
 Freight .00
 Other Chg .00
 TOTAL DUE 2,110.85 ✓

REMIT TO
 TEAM EJP Pittsfield, Ma.
 E.J. PRESCOTT INC.
 P.O. BOX 350002
 BOSTON, MA 02241-0502

WAREHOUSE
 TEAM EJP Pittsfield, Ma.
 40 Commercial Street
 Pittsfield, MA 01201
 Telephone: 413-443-3987

Page No. 5311698
 Invoice No. 10/17/17
 Inv. Date: 5311698
 Order No. 16790
 Cust. No. 110
 Branch No.

SOLD TO
 HOUSATONIC WATER WORKS CO.
 80 MAPLE AVENUE
 STE 1
 GREAT BARRINGTON, MA 01230

SHIP TO
 Customer Pickup

Customer P.O. No.	Job Name	Job No.	Sls	Due Date	Ship Date	Shipping Method
		305	11/16/17	10/17/17	Pickup	
Ln	Product No. / Description	U/M	Qty.	Price	Disc%	Extended
1	33690 8 MJ DI 11 1/4 BEND CL	EA	1	145.1310		145.13
2	33680 8 MJ DI 22 1/2 BEND CL	EA	1	158.4940		158.49
3	33635 8X6 MJ DI HYD TEE CL	EA	1	288.3510		288.35
4	33336 6 MJ DI RS VALVE CL	EA	1	591.3400		591.34
5	33670 8 MJ DI 45 BEND CL	EA	1	162.3160		162.32
6	33810 8X12 MJ DI SOLID SLEEVE CL	EA	1	158.4940		158.49
7	45070 VALVE BOX COVER WATER	EA	1	23.0605		23.06
8	45125 26 VALVE BOX TOP TF	EA	2	73.0575		146.12
9	44232 36 VALVE BOX BASE BELL	EA	2	68.1275		136.26
10	44154 8 ROMAGRIP ACCESSORY PACK	EA	8	67.6350		541.08
11	44229 8 ROMAGRIP ACCESSORY PACK	EA	8	49.7625		398.13
12	44160 8 MJ ACCESSORY PACK DI STD	EA	1	57.6450		57.65
13	8 MJ GASKET KIT 3/4X4 N&B	EA	2	21.3120		42.62
RECEIVE YOUR INVOICES FASTER!! PLEASE CONTACT YOUR LOCAL OFFICE FOR FAX OR E-MAIL OPTIONS - GO GREEN!						Amount 2,560.66 Tax Amt 160.04 Freight .00 Other Chg .00 TOTAL DUE 2,720.70 ✓

Route 183 Bridge Project (CIAC)

This project consisted of the replacement of 155 feet of 8" water line across the existing bridge 40 feet of pipe on the approach to the bridge. Costs paid by Massachusetts Department of Transportation are treated as a contribution in aid of construction and are not deducted for financial statement or tax return purposes.

\$113,666.00

MA Department of Transportation	DOT Paid to JHM		
	Testing & removal of asbestos	9,000.00	
	All DI/water pipe, fittings, casings, related work	<u>96,246.00</u>	105,246.00 CIAC
Labor	Fred Mercer	<u>8,420.00</u>	<u>8,420.00</u>
	Total Route 183 Bridge Project		<u>\$ 113,666.00</u>



HOUSATONIC WATER WORKS COMPANY

SINCE 1897

2017 Route 183 Bridge Project

The Contractor, (JHM) removed 155 lf of existing 8" insulated water line across the existing bridge and approximately 40 lf of pipe on the approach to the bridge. Installed 9 lf of 4" DI (push on), 1 each 4" gate valve with box, 2 each 4" 45 degree MJ bends, 1 each 8" x 4" DI MJ tee, 1 each 8" gate valve, 1 each 8" tapping sleeve and valve, 59 lf of 8" DI (push on), 5 each 8" 45 degree MJ bends, 1 each 8" 11 ¼ degree MJ bend, 1 each 22 ½ degree MJ bend, 146.91 lf of 8" insulated DI MJ pipe and 1 each 8" insulate DI expansion joint on the bridge.

All MJ fittings used mega lug retainers and exposed fittings also had ¾" rod added.

DOT paid to JHM:

Testing and removal of asbestos

\$9,000.00

All DI/ water pipe, fittings, casings related work

\$96,246.00

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

Petition of Housatonic Water Works Company,)
Pursuant to M.G.L. c. 164.94 and M.G.L. c. 165.2,)
For a General Rate Increase as set forth in)
M.D.P.U. 15 and M.D.P.U. 16)
_____)

D.P.U. 15-179

HOUSATONIC WATER WORKS COMPANY'S THE PHASE II COMPLIANCE FILING

**DOCUMENTION SUPPORTING COMPLETION
AND COSTS OF PHASE II CAPITAL ADDITIONS
(SECTION 2.1)**

Replacement Of Company Vehicle (Pick-Up Truck) (Paragraph 2.8)

2006 Ford F150 Pickup

A 2016 Ford F-150 Pickup truck was purchased (financed through a loan from Ford Motor Credit Co.) to replace 2007 GMC Sierra Pickup (sold to Fred Mercer for \$5,000).

\$33,680.31

The Johnson Dealerships, Inc.	Invoice 16X605	<u>33,680.31</u>	financed through loan from Ford Credit Motor Co.
	Total Cost 2016 Ford F-150	\$ <u>33,680.31</u>	
Disposal	2007 GMC Sierra Pickup Truck	\$ 18,949.75	
	Accumulated Depreciation	(18,949.75)	
	Sale to Fred Mercer @ FMV	<u>5,000.00</u>	
	Gain from sale of 2007 GMC Sierra Pickup	\$ <u>5,000.00</u>	

The Johnson Dealerships, Inc.



694 East St. PO Box 1144
Pittsfield, MA 01202
www.drivejohnson.com

phone: 413 443-6431
800 825-3673
fax: 413 442-4572

MOTOR VEHICLE PURCHASE CONTRACT

DATE	03/31/17	DEAL NO.	16X605	STOCK NO.	16X605	CUSTOMER NO.		SALES REP.	JEFFREY SNOW
PURCHASER'S NAME(S)			ADDRESS			PO BOX			
HOUSATONIC WATER WORKS CO			80 MAPLE AVENUE STE 1						
PURCHASER'S NAME(S)			E-MAIL			DATE OF BIRTH		N/A	
N/A			houstonicwater@gmail.com			N/A			
CITY / STATE / ZIP CODE			PHONE NUMBERS			BUSINESS		DATE OF BIRTH	
GREAT BARRINGTON, MA 01230			(413) 528-1780			(413) 528-1780		N/A	
ENTER MY ORDER FOR	(QUANTITY)	NEW	FORMER USE (IF APPLICABLE)	DEMONSTRATOR	POLICE CAR	REBUILT INSURANCE TOTAL	DATE OF BIRTH		
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A		
Year	Make	Model	Body Style/Type	Model No.	Transmission	(Speeds)	Cyl.	Pass.	Doors
2016	FORD	F-150	2WD SUPERCAB 14X1C		Standard Automatic		6	5	4
Vehicle Identification No.			Color 1st	Interior 1st	Top	Odometer	Approx. Delivery Date		
1FTFX1CP16FD14473			2nd SILVER	2nd		398 Miles	03/31/17		

TRADE-IN 1	Year N/A	Make N/A	Model N/A	Color N/A	
TRADE-IN 2	Year N/A	Make N/A	Model N/A	Color N/A	
Odometer	N/A	(mi. / km)	Odometer	N/A	
Transmission	<input type="checkbox"/> Standard (Speeds)	<input type="checkbox"/> Auto	Transmission	<input type="checkbox"/> Standard (Speeds)	
No. of Cyl.	N/A	Pass.	No. of Cyl.	N/A	
Salvage Title	Yes <input type="checkbox"/> No <input type="checkbox"/>	Doors	Salvage Title	Yes <input type="checkbox"/> No <input type="checkbox"/>	
PREVIOUS OWNER	City/State/Zip		PREVIOUS OWNER	City/State/Zip	
	NONE			N/A	
LIENHOLDER	Address		LIENHOLDER	Address	
	N/A			N/A	
Acct. No.	CHECK NO.	Acct. No.	CHECK NO.		
BALANCE DUE \$	N/A	BALANCE DUE \$	N/A		

Registration, Title & Sales Tax

Application for Title

Application for Reg. New Transfer

Reg. #

Registration Fee	\$ 160.00
Title Fee	\$ 75.00
Mass State Tax	\$ 1,965.31

Weight

*Sales Tax amount is included in right hand column only when dealership check is issued in payment of Mass. Sales Tax.

ADDITIONAL INFORMATION-VEHICLE PURCHASED

LIENHOLDER Ford Motor Credit Co

Address PO Box 105704

City/State/Zip Atlanta, GA 30348

INSURANCE CO. TOOLE INS

Agent/Branch TOOLE INS

Address/City 195 MAIN ST LEE, MA

Phone# (413) 243-0089

Fax #

WARRANTY INFORMATION

This vehicle carries an express warranty. Purchaser may obtain a written copy of such warranty from the dealer upon request at time of order and will receive the warranty at time of delivery.

In the event I fail to take delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and pay the total contract price in the manner indicated, my deposit in the amount of \$ N/A may, at your option, be retained by you to compensate you in whole or in part for any loss sustained by you. Your right to retain my deposit shall be in addition to and not instead of any other right or remedy provided by applicable law including, without limiting the generality of the foregoing, the sale of the car or truck I agree to purchase. If the amount of my deposit exceeds actual damages sustained by you, you will promptly refund the difference to me.

Purchaser's initials []

ALL REBATES AND SALES INCENTIVES OFFERED BY THE MANUFACTURER OR DISTRIBUTOR ARE HEREBY ASSIGNED TO THE DEALER.

Purchaser's Initials []

This contract is not binding upon either dealer or purchaser until the following conditions are met:

(1) The contract is signed by dealer or his/her authorized representative;

(2) Other: _____

(3) Other: _____

PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME UNTIL SHE RECEIVES A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PURCHASER MUST GIVE WRITTEN NOTICE OF CANCELLATION TO THE DEALER.

The front and back of this order comprise the entire agreement between the dealer and purchaser, and no other agreement or understanding has been made or entered into.

Purchaser's Signature: *[Signature]* PRES

Co-Purchaser's Signature: *[Signature]*

Authorized Dealer Representative: *[Signature]*

FID No.	
Price of Unit	\$ 35,000.00
Additional Equipment / Items	N/A
	N/A
	0.00
Dealer Installed Accessories	
1. Total Price	\$ 35,000.00
2. Discount	\$ N/A
3. Trade-In Allowance	\$ N/A
4. Rebate(s)	\$ 3,800.00
5. Trade Difference (line 1 minus lines 2, 3 & 4)	31,200.00
6. Documentary Fee	\$ 245.00
7. *Mass. Sales Tax (1.25% of line 5)	\$ 1,965.31
8. ESP/Maintenance	\$ N/A
9. GAP/VSI	\$ N/A
10. Other: Reg. Title, Inspectn. & Courier	\$ 270.00
11. TOTAL CONTRACT PRICE (Total of lines 5, 6, 7, 8, 9 & 10)	\$ 33,680.31
12. Balance Due on Trade-In	\$ N/A
13. Subtotal (Total of lines 11 & 12)	\$ 33,680.31
14. Deposit	\$ N/A
15. Amount to be Financed	\$ 33,680.31
16. Cash Due on Delivery	\$ N/A
17. TOTAL PAYMENT (Total of lines 14, 15 & 16) (line 17 must equal line 13)	\$ 33,680.31

17-51-68P22-4496-MA-0222-26-4423-17-01-01

Housatonic Water Works Company
 Bill Comparison

Usage Monthly	Current Rates	SETTLEMENT BILL IMPACTS					
		Phase 1		Phase 2		Overall	
		Rates	Rates	\$ Increase	% Increase	\$ Increase	% Increase
-	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
-	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
500	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
800	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
1,300	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
1,700	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
1,900	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
2,200	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
2,500	\$ 34.32	\$ 40.94	\$ 44.73	\$ 3.79	9.26%	\$ 10.41	30.33%
2,700	\$ 35.94	\$ 42.87	\$ 46.84	\$ 3.97	9.26%	\$ 10.90	30.34%
3,200	\$ 40.00	\$ 47.71	\$ 52.13	\$ 4.42	9.26%	\$ 12.13	30.32%
3,900	\$ 45.67	\$ 54.48	\$ 59.53	\$ 5.05	9.27%	\$ 13.86	30.34%
4,900	\$ 53.78	\$ 64.15	\$ 70.10	\$ 5.95	9.28%	\$ 16.32	30.34%
6,600	\$ 67.57	\$ 80.59	\$ 88.07	\$ 7.48	9.28%	\$ 20.50	30.33%
7,500	\$ 74.87	\$ 89.29	\$ 97.58	\$ 8.29	9.28%	\$ 22.71	30.33%
8,900	\$ 86.22	\$ 102.83	\$ 112.38	\$ 9.55	9.29%	\$ 26.16	30.34%
25,500	\$ 220.85	\$ 263.35	\$ 287.84	\$ 24.49	9.30%	\$ 66.99	30.33%
98,700	\$ 814.50	\$ 971.19	\$ 1,061.56	\$ 90.37	9.31%	\$ 247.06	30.33%

Host Community Agreement for Marijuana Product Manufacturer
Summary of differences from Host Community Agreement for Retail

Page 1

The first "Whereas" paragraph changes retail to product manufacturing.

Page 2

Community Impact Fee

#1

Reduced from 3% to 1.5%

Language defining "wholesale value" of product.

Page 4

Annual Charitable/Non-Profit Contributions

Changes amount from \$10,000, to 5% of sales up to a maximum of \$15,000.

Page 5

Security

The Company shall promptly report... Requires notification to police for certain crimes like theft, diversion, etc.

Page

8. Waste and Waste Water Controls

New for manufacturing

9. Odor Control Technology

New for manufacturing

**TOWN OF GREAT BARRINGTON
AND**

HOST COMMUNITY AGREEMENT

FOR MARIJUANA PRODUCT MANUFACTURER

THIS HOST COMMUNITY AGREEMENT (“AGREEMENT”) is entered into this [] day of _____, 2019 by and between _____, a Massachusetts limited liability company and, any successor in interest, doing business as _____, with a principal office address of _____ (the “Company”), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the “Town”).

WHEREAS, the Company wishes to locate a Marijuana Product Manufacturer for product manufacturing, commercial production and wholesale distribution of marijuana for adult use (the “Establishment”) at a facility with (DESCRIPTION OF SQUARE FOOTAGE OF OPERATION), located at _____, Great Barrington, as shown as Assessor’s Map _____, Parcel ____ (the “Facility”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

1. Recitals

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

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of an Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments. If the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to _____ percent (%) of the wholesale value of marketable product produced by the product manufacturing operations at the Establishment which are not sold directly to consumers on-site, but are distributed to other off-site marijuana establishments. Wholesale Value shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana, marijuana infused products, paraphernalia and any other products produced and sold by the Establishment
2. The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30) and is payable no later than the twentieth (20th) day following the end of the quarter. The Annual Community Impact Fee for the company's first quarter of operation shall be prorated if the company is open for a portion of that quarter. The Annual Community Impact Fee payment shall continue for a period of five (5) years. At the conclusion of each of the respective five (5) year terms, the parties shall negotiate a new Annual Community Impact Fee; provided however, that the Annual Community Impact Fee shall not be reduced below the amount set forth above; provided further

however, that if the law is amended to allow a community impact fee greater than three percent (3%) of gross revenue, the parties shall negotiate a new Annual Community Impact Fee prior to the respective five (5) year term.

3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Legal Fees

The Company understands it is under no legal obligation to pay the Town's fees or costs in connection with the legal fees associated with the drafting and negotiating of this Agreement, however, understanding that the Town is incurring legal expenses associated with this Agreement, as a part of the Company's desire to foster a good relationship with the Town and its residents, as well as to independently affirm its status as a good corporate citizen and neighbor, the Company elects, in addition to the Annual Community Impact Fee, to reimburse the Town for legal expenses associated with the negotiation and execution of this Agreement.

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount equal to Five per cent (5%) of gross sales up to a maximum of Fifteen Thousand Dollars (\$15,000) per year, said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the "Annual Charitable/Non-Profit Contribution"). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

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

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

3. Local Vendors and Employment

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

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 (Annual Payments) of this Agreement.

5. Security

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

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

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

The Company shall promptly report the discovery of the following to Town Police within 24 hours

of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

6. Community Impact Hearing Concerns

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

7. Additional Obligations

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

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

8. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters

Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

9. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a closed air system at the Establishment to not relive or introduce any outdoor air into the Establishment, nor allow any indoor air to escape. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Establishment. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

10. Re-Opener/Review

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

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

11. Support

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

12. Term

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

13. Successors/Assigns

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

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

14. Notices

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

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

To Licensee:

15. Severability

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

16. Governing Law

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

17. Entire Agreement

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

18. Amendments/Waiver

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

19. Headings

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

20. Counterparts

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

21. Signatures

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

22. No Joint Venture

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

25. Nullity

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

26. Indemnification

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

27. Third-Parties

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

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

TOWN OF GREAT BARRINGTON

CORPORATION _____

Chair, Selectboard,
On behalf of the
Town of Great Barrington

Name _____

Title _____

On behalf of _____

Andrew Didio
219 N. Plain Rd.
Housatonic, MA 01236

February 6, 2019

Great Barrington Selectboard
334 Main Street
Great Barrington, MA 01230
Attn: Stephen Bannon, Chairman

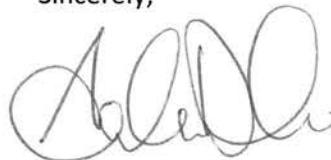
Mr. Chairman,

I am contacting you regarding my interest in the recent vacancy on the Conservation Commission in the Town of Great Barrington. I would like to take the opportunity to introduce myself as a candidate to fill the vacancy.

My name is Andrew Didio and have recently become a resident of the Town of Great Barrington with my wife Krystina and two sons, Westley and Theodore. I have worked in the private engineering consulting field since September 2006. My experience has been as an Environmental Scientist, conducting wetland delineations and requisite environmental permitting (7 years), and currently as the Civil Project Manager for Taconic Engineering, DPC (Chatham, NY – 5 years) where I coordinate technical design/approval of large residential and small-to-medium commercial site plans. I have attached a CV of relevant work experience over the past 5 years for your reference.

I am interested in becoming a member of the Commission to become an integrated part of our community, as well as offer assistance to the Commission that my work experience may provide. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andrew J. Didio', written in a cursive style.

Andrew J. Didio

cc: Shep Evans, Conservation Agent

EXPERTISE

- Wetland Delineation
- Stormwater Management Systems Modeling & Design
- NYSDOT Compliant Roadway Design
- Civil & Environmental Site Plan & Permitting
- Interdisciplinary Collaboration

EMPLOYMENT

- Taconic Engineering, DPC, 2013 - Present
- Crawford & Associates Engineering, 2006 – 2013
- Adirondack Pools & Service, 2000-2006

EDUCATION

- B.S., Biology, Siena College, Loudonville, New York, 2002 – 2006
- Stream Restoration - Function Based Hydraulic Structures & Bioengineering Design – University of Buffalo, 2007.

CERTIFICATIONS

- Certificate of Erosion & Sediment Control; (16-T-0011414-15)

ORGANIZATIONS

- NYS Wetlands Forum, Member

KEY PROJECT EXPERIENCE

Civil & Environmental Projects

The Greenhouses–Boutique Wedding Venue – Shawangunk, NY

Full site plan development for commercial wedding venue. Incorporated NYSDEC wastewater treatment system, Full Stormwater Pollution Prevention Plans (SWPPP), potable water treatment system design, and County commercial entrance design. Planning and Zoning board approvals and all State and Federal required regulatory permitting.

Large Residential Estate on the Hudson River – Rhinebeck, NY

Planning and zoning development and approvals through the Town of Rhinebeck Planning and Zoning Boards for 4,000 sf historic barn renovation into residential structure. Onsite wastewater treatment system approval through Dutchess County Dept. of Health.

The Maker – Hudson, NY

Planning and zoning development and approvals for boutique hotel through the City of Hudson. Hotel courtyard waste and stormwater utility design, commercial swimming pool design, ADA access compliance and various patio elevations and finish coordination.

Bartlett House – Ghent, NY

Site plan development with planning board approval for café/bakery/office. Commercial wastewater treatment design and municipal water expansion/hook-up design.

Pond-side Bed & Breakfast – Austerlitz, NY

Site plan development with Town planning board approval for 7 bedroom B&B. NYSDEC wastewater and wetland permits, NYSDOT commercial entrance onto state roadway.

Suarez Family Brewery – Livingston, NY

Full site plan development for commercial brewery project. Incorporated NYSDEC wastewater treatment system, grading and drainage plan, Erosion & Sediment Control Plan (E&SC), water treatment system design, and NYSDOT commercial entrance design. Planning board approval and all required regulatory permitting.

Love Apple Farm – Ghent, NY

Fruit orchard storefront/market and processing facility. Site plan development with planning board approval, public water and wastewater treatment system designs with regulatory permitting. Construction inspections and support.

Kazer Subdivision – Kinderhook, NY

Nine (9) lot site plan development with planning board approval. Individual parcel wastewater treatment system designs with regulatory permitting. E&SC Plan and permitting.

Robert C. Parker School Addition – North Greenbush, NY

Site plan development with Town planning board approval for school building expansion. Emergency egress, grading and long-term stormwater management facilities.

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

March 8, 2019

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

Re: Appointment of Andrew Didio to the Conservation Commission

Dear Selectboard:

At its regularly scheduled meeting on February 27, 2019 the Great Barrington Conservation Commission voted unanimously to request that the Selectboard appoint Mr. Andrew Didio to fill the currently vacant seat on the Conservation Commission. Mr. Didio has met briefly with the Commission during several recent monthly meetings and is clearly well qualified to serve in all aspects of the Commissions work from the outset. He is presently employed by an engineering firm in Chatham, NY where he has specialized in a full range of wetlands and environmentally related projects large and small. Last year, Mr. Didio moved with his wife and two children to their new home on North Plain Road, and he has expressed a strong interest in serving the Town on our Conservation Commission. The Commission believes that he will be a real asset to our environmental work and looks forward to his appointment.

Respectfully,

Shepley W. Evans
Conservation Agent

CC: Jeffrey Cohen, Chairman
William Boyer, Vice Chairman



TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

Christopher Rembold, AICP
Town Planner

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

EXECUTIVE SUMMARY

TITLE: Open Space and Recreation Plan (OSRP)

BACKGROUND: An OSRP guides the Town's open space and recreation policies. It contains information about demographics, land use, and examines whether existing assets meet the changing open space and recreation needs and priorities of the community.

Every 5 years the Town must update its OSRP, and have it approved by Mass DCR, in order to be eligible for certain land and park/recreation grants. Our current plan expired in 2018.

In 2018, staff, in collaboration with the Berkshire Regional Planning Commission, updated the existing conditions sections of the plan and technical data. We must now undertake a process to engage our community and gather feedback about to open space / recreation needs and wants.

An OSRP task force created by the Town Manager or the Selectboard, and representative of relevant areas of expertise, is good way to guide this process and to ensure we have a robust process to engage the public in shaping the vision, goals, and strategies of the OSRP.

A tentative timeline for this process is as follows:

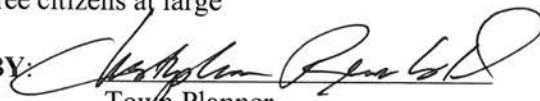
- April: first committee meeting to review existing docs
- May: first town wide outreach meeting to discuss vision and needs
- June: launch a public survey
- July: evaluate survey and May meeting results, and prepare draft action plan
- September: present draft action plan and priorities
- October: finalize draft plan
- November: submit final draft to Mass DCR for approval.

FISCAL IMPACT: None. Funds for outreach and for document production will come from existing budgets and/or BRPC local technical assistance funds.

RECOMMENDATION: The Selectboard vote to establish an Open Space and Recreation Plan task force consisting of seven (7) members as follows, to be appointed by the Town Manager. The task force will exist until the Plan is approved by DCR, or roughly 9 to 12 months.

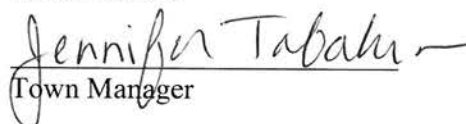
- One Selectboard member
- One Parks Commissioner
- One Conservation Commissioner
- One Planning Board member
- Three citizens at large

PREPARED BY:


Town Planner

DATE: 3/7/19

APPROVED BY:


Town Manager

DATE: 3/7/19



TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

Christopher Rembold, AICP
Town Planner

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

EXECUTIVE SUMMARY

TITLE: Hazard Mitigation Planning (HMP) and Municipal Vulnerability Preparedness (MVP)

BACKGROUND: In December the Town received a small grant of FEMA funds, through MEMA, in order to update the Town's Hazard Mitigation Plan (HMP). The current plan was written in 2013 and expired in 2018. We have contracted with the Berkshire Regional Planning Commission (BRPC) to assist us with updating the plan, coordinating public outreach, and conducting data gathering and analysis. At least two community-wide forums will be held—one at the beginning stage of the process, and one after a draft plan has been developed. The plan update process must be completed by the end of June 2020.

In conjunction with the HMP, staff recommends applying for and implementing the State's new Municipal Vulnerability Preparedness (MVP) program. The scope of work for the MVP program is very similar to the HMP, and can run in a parallel process. Additionally, if we receive the MVP grant, we can use it as the required match for the HMP grant.

Both the HMP and MVP address the community's vulnerability and response to natural disasters, but the MVP goes a step further and examines how climate change could broaden the range and severity of disaster events. The MVP program utilizes a similar community planning process to develop priority actions and strategies to improve the municipality's resilience to all natural and climate-related hazards.

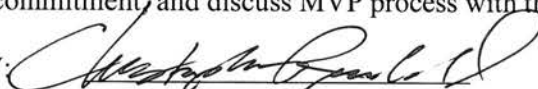
Completion of the MVP program will ensure that as the Town makes investments, sets policy, and implements infrastructure projects, we have a thorough understanding of the risk and vulnerabilities from climate change impacts and how these impacts specially affect residents, the community, the local economy and natural resources. Upon successful completion MVP program, and designation as an "MVP Community," the Town can participate in MVP Action Grants for program implementation, and take advantage of increased standing in future state funding opportunities.

The MVP planning process requires a local committee to guide the process. The newly formed Strategic Sustainability and Livability Committee might be a natural fit for this effort, since one of the committee's charges is to improve resilience to the changing climate and build community cohesion.

FISCAL IMPACT: No extraordinary expenses anticipated. Grant funds would be used.


RECOMMENDATION: The Selectboard vote to apply for the MVP grant, authorize the Chair to sign a letter of support/commitment, and discuss MVP process with the new sustainability committee.

PREPARED BY:


Town Planner

DATE: 3/7/19

APPROVED BY:


Town Manager

DATE: 3/7/19