

Jennifer Tabakin  
Town Manager

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[www.townofgb.org](http://www.townofgb.org)



Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### OFFICE OF THE TOWN MANAGER SELECTBOARD'S MEETING AGENDA

MONDAY, NOVEMBER 26, 2018

6:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

#### ORDER OF AGENDA

#### 6:00 PM - OPEN MEETING

##### 1. CALL TO ORDER:

##### 2. APPROVAL OF MINUTES:

- October 15, 2018 Regular Meeting.
- November 13, 2018 Regular Meeting.
- November 15, 2018 Special Meeting.

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

- A. General Comments by the Board.
- B. Selectboard's Liaison List to Distribute.

##### 4. OLD BUSINESS:

- A. Continued - SB - To Consider Revision of Local Policy regarding the number of Beer and Wine Package Store Liquor Licenses. (Discussion/Vote)

##### 5. TOWN MANAGER'S REPORT:

- A. Department Updates
- B. Project Updates
  - Housatonic School Agreement.

##### 6. PUBLIC HEARINGS:

- A. Continuation of Application of Berkshire Cooperative Association, Inc. d/b/a Berkshire Co-Op Market, Daniel Esko, Manager for a New Package Store Beer and Wine Liquor License at 42 Bridge Street, Great Barrington, MA. The premises consist of a supermarket area, four bathrooms, a café seating area and two means of entrance/exit. (Discussion/Vote)
  - a. Open Public Hearing
  - b. Explanation of Project
  - c. Speak in Favor/Opposition
  - d. Motion to Close Public Hearing

- e. Motion re: Findings
  - f. Motion re: Approval/Denial/Table
- B. Application of Rubiner's Cheesemongers and Grocers LLC, Matthew Rubiner, Manager for a New Package Store Beer and Wine Liquor License at 264 Main Street. (Discussion/Vote)
- a. Open Public Hearing
  - b. Explanation of Project
  - c. Speak in Favor/Opposition
  - d. Motion to Close Public Hearing
  - e. Motion re: Findings
  - f. Motion re: Approval/Denial/Table
- C. Application of Richard Stanley/Triplex Management Corp Inc. for a Change of Manager from Lisa Cabrera Rizzo to Timothy Danner on the Common Victualler All Alcoholic Restaurant Liquor License at 70 Railroad Street. (Discussion/Vote)
- a. Open Public Hearing
  - b. Explanation of Project
  - c. Speak in Favor/Opposition
  - d. Motion to Close Public Hearing
  - e. Motion re: Findings
  - f. Motion re: Approval/Denial/Table
- D. Special Permit Application from 910 Housing Inc. and the Community Development Corporation of South Berkshire for a Water Quality Protection Overlay District Special Permit, in accordance with Sections 9.2 and 10.4 of the Great Barrington Zoning Bylaw, in order to increase impervious area of a lot by more than 15% or 2,500 square feet. Proposed impervious surfaces are in connection with a proposed development of consisting of up to 49 apartments in several new buildings, and associated parking, driveway and site work, at 910 Main Street. (Discussion/Vote)
- a. Open Public Hearing
  - b. Explanation of Project
  - c. Speak in Favor/Opposition
  - d. Motion to Close Public Hearing
  - e. Motion re: Findings
  - f. Motion re: Approval/Denial/Table

**7. LICENSES OR PERMITS:**

- A. Betsy Andrus/So. Berkshire Chamber of Commerce for permission to host the 10<sup>th</sup> Annual Holiday Shop, Sip & Stroll on Saturday, December 8, 2018 (Discussion/Vote) as follows:
- for One Day Weekday Entertainment License for Saturday, December 8, 2018 from 6:00 am – 8:30 pm.
  - to Block Main Street entrance of the TD Bank parking lot.
  - to Close the left side of Railroad Street.
  - to Reserve 4 Parking Spots at the top left side of Railroad Street.
  - to have a Police Officer stationed at the Railroad and Main Street crosswalks.
  - to Rope and Cone off the parking spots on the right side of Town Hall and to Block the entrance.

- to Block off 2 parking spots in front of Subway on Friday, December 7<sup>th</sup>, 2018.
- for permission to have the Fireworks Display.
- to Reserve the area up and around the front drive of Town Hall to place luminaries.

**8. NEW BUSINESS:**

- A. SB – Overnight Street Parking and Addition of ADA spot. (Discussion/Vote)
- B. SB – To Consider Scheduling a Hearing on the Matter of the Request for Removal of the GB Housing Authority member. (Discussion/Vote)
- C. SB – To Act on Right of First Refusal for Chapter 61 Land, Property owner - Swann Real Estate Trust, 671 Stockbridge Road, Assessors Map 35, Parcels 9 and 20a, total 33.33 acres. (Discussion/Vote)
- D. SB – To Endorse the Memorandum of Understanding between Fairview Hospital and GB Selectboard for Rural Health Network outreach. (Discussion/Vote)
- E. Request from David Magadini to allow him to store his cart on the Town Hall premises. (Discussion/Vote)


**9. CITIZEN SPEAK TIME:**

**10. SELECTBOARD'S TIME:**

**11. MEDIA TIME:**

**12. ADJOURNMENT:**

**NEXT SELECTBOARD'S REGULAR MEETING: Monday December 3, 2018, 7:00 P.M.**

  
 \_\_\_\_\_  
 Jennifer Tabakin, Town Manager

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

<b>ELECTED</b>		
	<b>Selectboard Liaison</b>	<b>Staff</b>
Berkshire Hills School Committee	Steve Bannon	
Board of Health	Ed Abrahams	
Finance Committee	Steve Bannon & Ed Abrahams	
Housing Authority	Bill Cooke	
Library Trustees	Ed Abrahams	
Planning Board	Ed Abrahams	
Zoning Board of Appeals	Steve Bannon	
<b>APPOINTED</b>		
Agricultural Commission	Kate Burke	
Board of Assessors		
Board of Registrars		
Cable Advisory Committee		
Cemetery Commissions	Steve Bannon & Ed Abrahams	
Community Preservation Committee	Dan Bailly	
Conservation Commission		
Council on Aging	Ed Abrahams	
Cultural Council	Kate Burke	
Cultural District	Ed Abrahams	
Design Advisory	Ed Abrahams	
Energy Committee / Heat Smart		
Historical Commission	Ed Abrahams	
Historic District Commission	Ed Abrahams	
Housing Trust Fund	Bill Cooke	
Lake Mansfield Improvement Task Force	Bill Cooke	
Parks Commission	Steve Bannon	
Tree Committee		
W E B Du Bois	Ed Abrahams & Bill Cooke	
<b>DEPARTMENTS / Areas</b>		
Management and Operations : management, oversight, administration, legal, human resources, technology, procurement, communication, real estate	Steve Bannon & Ed Abrahams	
Finance (accountant, treasurer, collector, assessor)	Steve Bannon & Ed Abrahams	
Planning and Community Development	Bill Cooke	
Public Safety (police, fire, emergency management)	Kate Burke	
Public Works (highway, buildings and grounds)	Dan Bailly	
Inspectional Services (building, electrical, plumbing)	Dan Bailly	
Health	Kate Burke	
Senior Center	Ed Abrahams	
Library	Ed Abrahams	
Special Events / Celebrations	Ed Abrahams	
Wastewater Treatment Plant	Dan Bailly	
<b>SPECIAL PROJECTS</b>		
Housatonic School	Selectboard	
Bridge Street – Railroad Street Mass Works		
Fairgrounds		
Bike Path / Riverwalk		
<b>EXTERNAL ORGANIZATION, BOARDS AND COMMITTEES</b>		
Berkshire Hills School Building Renovation	Dan Bailly	
Berkshire Hills Regional School District Agreement	Dan Bailly	
Berkshire Regional Transportation Association	Bill Cooke	
Berkshire Municipal Planning Organization	Bill Cooke	
Economic Development Practioners Group/1 Berkshire	Jennifer Tabakin	
Mass Municipal Association	Jennifer Tabakin	
GB Economic Development Group (Business owners, young entrepreneur		
Cultural District Committee	Ed Abrahams	
Southern Berkshire Chamber of Commerce	Ed Abrahams	
Great Barrington Rotary	Steve Bannon	
Great Barrington Business District Planning Committee		
Broadband and Fiber in GB	Ed Abrahams	
Fairview GB Opioid Prevention Task Force	Steve Bannon	
Master Plan		
Sister City Committee		
Railroad Street Youth Project (RSYP)	Ed Abrahams	
Rest of River Municipal Committee	Kate Burke	
<b>INTERNAL TEAM</b>		
Development Review Team		
Technology Team		
All Chairs Committee	Steve Bannon & Ed Abrahams	
Marijuana	Ed Abrahams & Kate Burke	

Burke E. LaClair  
Town Manager



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-1619

Fax: (413) 528-2290

E-mail: gbtownmg@bcn.net

TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

MEMORANDUM

**TO:** Board of Selectmen  
**FROM:** Burke LaClair, Town Manager *BL*  
**DATE:** November 14, 2003  
**RE:** **Review of Package Store Liquor License Policy**

I would suggest that the Board reviews its policy in regard to issuance of package store liquor licenses. I have attached information regarding the state quota on both "beer and wine" and "all-alcoholic" licenses, as well as the history of Town Meeting and special legislative approval for additional licenses being previously approved in excess of the normal quota based on a Towns population.

The Board has taken the position that because there are a total of eight current licensees (only one of which is "beer and wine") and the quota based on population for package store licenses is a total of seven, that there will be no more applications accepted.

The Board may consider accepting applications for "beer and wine" package store licenses, or it can pursue a formalization of the previous policy and pursue special legislation to reduce the total number of licenses. Please advise if you need additional information.

Nov. 17/2003 Selectmen's Meeting

to do accurately. Mr. Stephenson stated that he has been very impressed with the changes that CTSB has made in the last year. Mr. Balfanz stated that CTSB is encouraging any public input involving programming.

B. Route 71 Speed Limit Study Request. Mr. Stephenson read a memo from Mr. LaClair involving a request to lower the speed limit on a portion of Route 71 near Seekonk Road. Mr. LaClair is recommending that the Board vote to request Mass Highway to perform a speed study to pursue extending the 35 mph speed limit west to Seekonk Road. Mr. and Mrs. Noveck, residents on Route 71, were present to also request that the 35 mph speed limit be extended as well as to request that the lane markings be changed to a double stripe from Route 23 west to Seekonk Road.

**MOTION:** Mrs. Keefner to request that the state do the speed study.

**SECOND:** Mr. Moro.

**VOTE:** 5-0

Both the Chief of Police and Don Chester feel that the change in lane markings does not need to occur that the markings are appropriate for the road. Mrs. Beckwith feels that speed enforcement would solve a lot of problems.

*A* C. Package Store Liquor License Policy. Mr. Stephenson read a memo from Mr. LaClair regarding review of Package Store Liquor License Policy. Mrs. Beckwith thinks that there have been enough Package Store Liquor Licenses issued and that she would like to see a formalization of the previous policy. Mrs. Keefner and Mr. Moro think the way it is now is fine. Mr. Stephenson stated that formal action probably should be taken. The consensus of the Board was to not expand the policy to allow additional Package Store Liquor Licenses.

**MOTION:** Mrs. Beckwith to adopt this as a formal policy.

**SECOND:** Mrs. Keefner.

**VOTE:** 5-0

**MOTION:** Mrs. Keefner to allow the Board and Mr. LaClair to look into what the legislature can do for the Town.

**SECOND:** Mr. Moro.

**VOTE:** 5-0

D. BOS – Meeting Dates for December. Board of Selectmen Meetings were scheduled for December 1, and 15, 2003 and January 5, and 20, 2004.

**SELECTMEN'S TIME:**

Mr. Moro was wondering what the status on the underpass on North Plain Road was regarding trucks and signage. Mr. LaClair stated that he spoke with Don Chester about measuring it and that he will follow up on the situation.

**MEDIA/CITIZEN DISCUSSION WITH SELECTMEN:**

Mr. Goranson stated that the Planning Board has designated certain bylaws that need to be updated including the cell phone bylaw, a bylaw involving adult entertainment, self storage units, among others. Each member is working on a different bylaw and if anyone

**TOWN OF GREAT BARRINGTON**

**WARRANT**

**SPECIAL TOWN MEETING**

*March, 2004*

**COMMONWEALTH OF MASSACHUSETTS**

**BERKSHIRE, SS**

To William Walsh, Chief of Police of the Town of Great Barrington, in said Berkshire County,

**GREETINGS:**

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of said town, qualified to vote in town affairs, to meet at the Monument Mountain Regional High School in the Kathleen E. McDermott Auditorium on Tuesday, March 16, 2004, at 7:00 P.M., then and there to act on the following:

**ARTICLE 1:**

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation in the form set forth below; and provided further that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, and that the Board of Selectmen is authorized to approve amendments which shall be within the scope of the general public objectives of the petition, or take any other action relative thereto

**HOME RULE AMENDEMENT CONCERNING THE NUMBER OF LIQUOR LICENSES ISSUED PURSUANT TO G.L. c.138, §15, FOR THE SALE OF BEVERAGES NOT TO BE DRUNK ON PREMISES.**

**SECTION 1.** Notwithstanding any provisions of G.L. c.138, §17, to the contrary the Town of Great Barrington shall be authorized to issue licenses pursuant to G.L. c.138, §15 for the sale of all alcoholic beverages only equal to that number issued and in effect on January 1, 2004, and issue licenses under said Section 15 for the sales of wines or malt beverages only equal to that number in effect on January 1, 2004.

**SECTION 2.** This act shall take effect upon its passage.

**ARTICLE 1:** On a motion by Douglas Stephenson, seconded by Karen Smith voted that the Town authorize the Board of Selectmen to seek legislation as described in Article 1 of the Warrant for the Special Town Meeting of March 16, 2004.

The following people spoke on this article: Douglas Stephenson, Matthew Rubiner, Linda Mundel and Town Manager Burke LaClair.

**MOTION DEFEATED AT 7:11 P.M.**

May 13 2004  
ATM

**ARTICLE 16:**

To see if the Town will vote to authorize the Board of Selectmen to petition the General Court for special legislation in the form set forth below; and provided further that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, and that the Board of Selectmen is authorized to approve amendments which shall be within the scope of the general public objectives of the petition, or take any other action relative thereto

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**SECTION 2.** This act shall take effect upon its passage.

**ARTICLE 16:** On a motion by Andy Moro, seconded by Douglas Stephenson voted that the Town authorize the Board of Selectmen to petition the General Court for special legislation in the form set forth in Article 16 of the warrant for the annual town meeting of May 17, 2004; and provided further that the General Court may make clerical or editorial changes of form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the General Court, and that the Board of Selectmen is authorized to approve amendments which shall be within the scope of the general public objectives of the petition.

Mr. Stephenson noted that this is the same article that appeared on the Special Town meeting warrant in March 2004 and proceeded with a power point presentation. The following people spoke on this article: Matthew Rubiner, Andy Moro, Larry Klay, Tony Blair, Nicholas Ring, Burke LaClair, Judy Keefner, Joe Aberdale, Jr, Ann Waldman and Mary Elizabeth Merritt. Lauren Sartori requested that a secret ballot be voted for this article. Mr. McCormick determined that a sufficient number of voters desired to have a secret ballot and instructed voters to use their BLUE YES/NO slip. Officer Heady inspected the ballot boxes and voters proceeded to vote.

VOTE ANNOUNCED AT 8:59 P.M.  
YES - 62 NO - 218  
MOTION FAILS





COMMONWEALTH OF MASSACHUSETTS  
 DEPARTMENT OF THE STATE TREASURER  
 ALCOHOLIC BEVERAGES CONTROL COMMISSION

239 Causeway Street, 1st Floor Boston, Massachusetts 02114

Jean M. Lorizio, Esq.  
 Commission Chairman

QUOTA FOR GREAT BARRINGTON - City # 0464  
 ALLOWED 200,005

Section 12				Section 15			
All Alcohol		Wine and Malt		All Alcohol		Wine and Malt	
Annual	Seasonal	Annual	Seasonal	Annual	Seasonal	Annual	Seasonal
99,999	0	99,999	0	2	0	5	0

ISSUED  
 as of 1/19/2018

*Restaurant*

		Section 12			
		Annual	Seasonal		
All Alcohol		31	1	31	Restaurant
Wine and Malt		11	0	10	Restaurant
				1	General On-Premises

*Package*  
 Section 15 8

All Alcohol	Annual	7	} = 8 Total
	Seasonal	0	
Wine and Malt	Annual	1	} = 8 Total
	Seasonal	0	

Veterans Club	1
Special Legislation Off Premise	1



Jane Swift  
Governor

*BOS/Burke/Hebr*  
The Commonwealth of Massachusetts  
Office of Consumer Affairs and Business Regulation  
The Alcoholic Beverages Control Commission

239 Causeway Street, Suite 200

Boston, MA 02114

Telephone: (617) 727-3040

Fax: (617) 727-1510 Commission and Executive

Fax: (617) 727-1258 Licensing and Investigative

TTY Phone Number: (617) 727-2099

Jennifer Davis Carey  
Director  
Office of Consumer Affairs  
and Business Regulation

Frederick W. Riley  
Chairman

RECEIVED  
TOWN MANAGER  
BOARD OF SELECTMEN

MAY 11 2001

GREAT BARRINGTON, MA

TO: Local Licensing Authorities  
FROM: Alcoholic Beverages Control Commission  
RE: **2000 Federal Census Figures**

For purposes of the quota determining the availability of liquor licenses under Mass. Gen. Law c. 138, the Secretary of the Commonwealth has adjusted the federal census for the 2000 year and has determined that the population of Gt Barrington is 7257.

Therefore, you are authorized to issue unlimited annual licenses for the sale of all kinds of alcoholic beverages under ~~section 12~~ and 2 annual licenses for such sale under ~~section 15~~.

*Package Stores*

*Restaurants*

Further, you are authorized to issue 1 annual licenses for the sale of wines and malt beverages under section 12, and 5 annual licenses for such sale under section 15.

Please be advised that if your community has one or more licenses over the stated figures authorized, such licenses can continue. However, if such licenses are surrendered, rescinded, cancelled or revoked, they cannot be replaced by new applicants.

This authorization does not include Veteran's Clubs, which if authorized, may be issued irrespective of the quota, or licenses issue under special legislation.

DATE 1/24/99

SCREEN: C39

\*\*\* COMMONWEALTH OF MASSACHUSETTS \*\*\*  
ALCOHOLIC BEVERAGE CONTROL COMMISSION  
\*\*\* QUOTA INQUIRY SCREEN \*\*\*

P1  
TIME 11:59:03

CITY NAME: GREAT BARRINGTON  
CITY NUMBER: 0464

QUOTA TYPE:

CURRENT: 7725  
PRIOR: 6796  
SEASONAL: 999

SECTION 12

SECTION 15

	ALL ALCOHOLIC		WINE + MALT		ALL ALCOHOLIC		WINE + MALT	
	ANNUAL	SEASONAL	ANNUAL	SEASONAL	ANNUAL	SEASONAL	ANNUAL	SEASONAL
ISSUED:	026	001	008	000	007	000	001	000
CLUBS	001	001	000	000				
G.O.P.	000	000	000	000				
INN/HOTEL	000	000	000	000				
REST	025	000	008	000				
TAVERN	000	000	000	000				
VCLUB	002	000	000	000				
ALLOWED:	000	000	000	000	002	000	005	000

*Stave  
Converted  
legislator  
legislation  
only allowed*

*have*

*allowed*

TYPE IN THE CITY NAME AND PRESS ENTER

PF1=> ADD    PF2=> UPDATE    PF3=> INQUIRE    PF4=> BROWSE    PF5=> DELETE  
 PF6=> QUOTA    PA1=> MAIN MENU    PA2=> CITY OPTION MENU

*FROM PAT  
A.B.C.C.*

Legal Notice

Town of Great Barrington

Public Hearing

*Continued to  
November 26, 2018*  
*Continued  
3/2 to October 15/18  
meeting.*

The Selectboard will hold a public hearing on Monday, September 17, 2018 at 7:00 PM at the Town Hall, 334 Main Street, Great Barrington, MA 01230 to act on the application of Berkshire Cooperative Association, Inc. d/b/a Berkshire Co-Op Market, Daniel Esko, Manager for a New Package Store Beer and Wine Liquor License at 42 Bridge Street, Great Barrington, MA. The premises consist of a supermarket area, four bathrooms, a café seating area and two means of entrance/exit.

Stephen Bannon

Chair

Please publish August 24, 2018 and August 31, 2018

— *Berkshire Record*



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

Print Form

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

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

(PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

Berkshire Coop

EPAY CONFIRMATION NUMBER

212001

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

Berkshire Cooperative Association, Inc.

ADDRESS

42 Bridge Street

CITY/TOWN

Great Barrington

STATE

MA

ZIP CODE

01230

**TRANSACTION TYPE (Please check all relevant transactions):**

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit       | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License        |
| <input type="checkbox"/> Change Corporate Name           | <input type="checkbox"/> Issuance of Stock              | <input type="checkbox"/> New Stockholder      | <input type="checkbox"/> Transfer of Stock          |
| <input type="checkbox"/> Change of License Type          | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock      | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location              | <input type="checkbox"/> More than (3) §15              | <input type="checkbox"/> Pledge of License    | <input type="checkbox"/> 6-Day to 7-Day License     |
| <input type="checkbox"/> Change of Manager               | <input checked="" type="checkbox"/> New License         | <input type="checkbox"/> Seasonal to Annual   |   |
| <input type="checkbox"/> Other                           |   |   |   |

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
 239 CAUSEWAY STREET  
 BOSTON, MA 02241-3396**



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street  
 Boston, MA 02114  
 www.mass.gov/abcc

**APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE**

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

**1. NAME OF PROPOSED LICENSEE** (Business Contact)

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

**2. RETAIL APPLICATION INFORMATION**

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license  New  Transfer or the transfer of an existing license?

If transferring, please indicate the current ABCC license number you are seeking to obtain:

If applying for a new license, are you applying for this license pursuant to special legislation?

If transferring, by what method is the license being transferred?

Yes  No

Chapter

Acts of

**3. LICENSE INFORMATION / QUOTA CHECK**

City/Town

On/Off-Premises

**TYPE**

**CATEGORY**

**CLASS**

**4. APPLICATION CONTACT**

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

Middle:

Last Name:

Title:

Primary Phone:

Email:

**5. OWNERSHIP**

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the licensee's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

- A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.
- B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.
- C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Molly De St. Andre	Director	N/A	
Jennifer Salinetti	Director	N/A	

For additional space, please use next page

**APPLICANT'S STATEMENT**

I, Daniel Esko the:  sole proprietor;  partner;  corporate principal;  LLC/LLP member  
Authorized Signatory

of Berkshire Cooperative Association, Inc., hereby submit this application for General off-premises wine and malt beverages license  
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:

Daniel Esko

Date:

7/13/18

Title:

General Manager

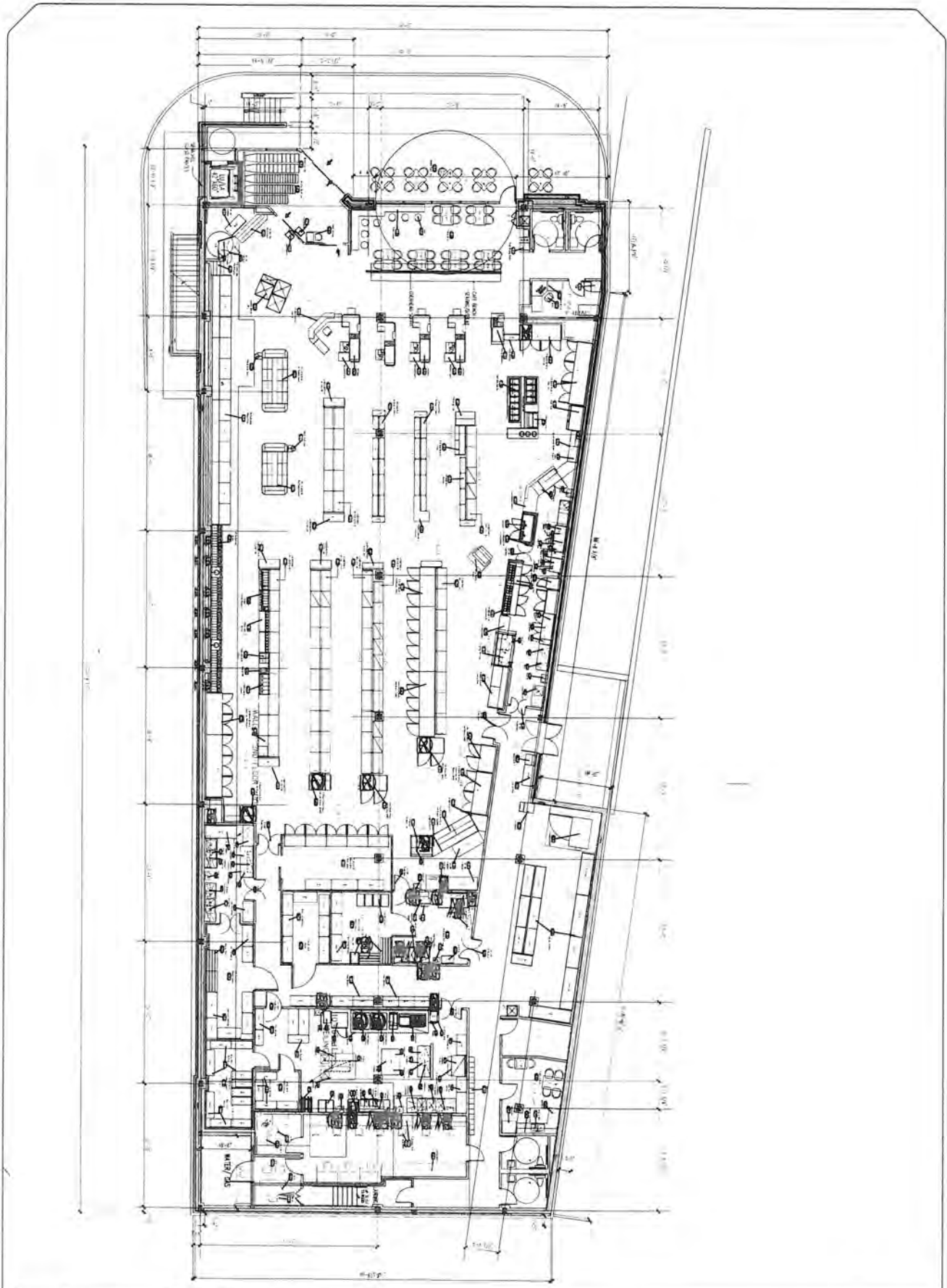
**ADDENDUM TO APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES  
LICENSE**


**Description of Premises**

8 linear feet of wine and 4 linear feet of beer shall be displayed for purchase.

Beer and wine shall be stored in the dry and refrigerated product storage areas located in the back room on the premises.






  
**FP1.0**

**FINAL**  
**FIGURE PLAN**  
 DATE: 03/01/2016  
 DRAWN BY: LAM  
 SCALE: 1/8" = 1'-0"

BERKSHIRE FOOD CO-OP  
 100 SOUTH BARRINGTON STREET  
 GREAT BARRINGTON, MA 01038  
 413-528-2222 FAX 413-528-2223

MFC Development Corporation  
 100 South Barrington Street  
 Great Barrington, MA 01038  
 413-528-2222 FAX 413-528-2223

This figure plan is submitted for your review and is not to be used for construction. It is intended for use as a guide for construction. All dimensions are based on field measurements. All dimensions are subject to change without notice. This drawing is not intended to be used for construction or for any other purpose.

**NOT TO BE USED IN CONSTRUCTION**

**BERKSHIRE FOOD CO-OP**  
 Great Barrington, MA

**CONSENT TO ACTION WITHOUT A MEETING BY THE BOARD OF DIRECTORS  
OF  
BERKSHIRE COOPERATIVE ASSOCIATION, INC.**

The undersigned being all of the directors of Berkshire Cooperative Association, Inc., a Massachusetts cooperative corporation (the "Corporation"), hereby take the following actions in lieu of a meeting"


RESOLVED: That the Corporation shall submit a Retail Alcoholic Beverages License Application to the Town of Great Barrington Licensing Board and The Commonwealth of Massachusetts Alcoholic Beverages Control Commission (the "Liquor License Application") to (a) obtain a general off-premises wine and malt beverages liquor license (the "Liquor License"), and (b) appoint Daniel Esko, as the Manager of Record on the Liquor License.

RESOLVED: That Daniel Esko, General Manager of the Corporation, is authorized to (a) execute the Liquor License Application, and (b) execute such other documents and take such action, in each case, as he, in his sole discretion, shall deem necessary or appropriate to implement and effectuate the Liquor License Application.

  
Molly De St. Andre, Director

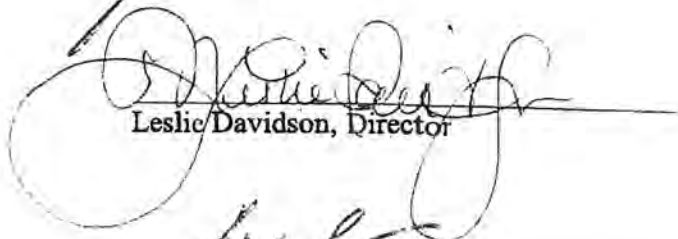
  
Jennifer Salinetti, Director


  
Betsy Aloisi-Andrus, Director

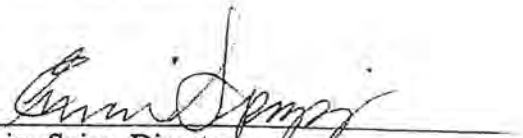
  
Michael Maguire, Director

\_\_\_\_\_  
Victor Cantone, Director

  
Jake Levin, Director

  
Leslie Davidson, Director

  
Daniel Seitz, Director

  
Erica Spizz, Director

Christopher J. Lamarre, MAA  
Principal Assessor

Bruce Firger, Board Member  
John Katz, Board Member  
Carol Strommer, Administrative Assessor



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-2220 x 5  
Fax: (413) 528-2290  
E-mail: [clamarre@townofgb.org](mailto:clamarre@townofgb.org)

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### ASSESSORS' OFFICE

August 9, 2018

IMMEDIATE ABUTTERS TO PROPERTY OF: POWERHOUSE SQUARE I LLC, Berkshire Co-Op Market  
42 Bridge Street, Map 19 Lot 144, Book 2457 Page 35

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
19	143,150	Wheeler & Taylor Inc., 333 Main St., Gt. Barrington, MA 01230-1813
19	150A	Berkshire Community College Foundation Inc., c/o Craig Smith, 1350 West St., Pittsfield, MA 01201-5720
19	145	Town of Great Barrington, 334 Main St. Room 208, Gt. Barrington, MA 01230-1832
19	152	Educational Consultants, 389 Main St., Gt. Barrington, MA 01230-1813
19	152B	Powerhouse Square II LLC, PO Box 1823, Lenox, MA 01240-4823
19	142	Powerhouse Square I LLC, PO Box 1823, Lenox, MA 01240-4823

The above list of immediate abutters to the subject property is  
correct according to the latest records of this office.

Sincerely,

Christopher Lamarre, MAA  
Principal Assessor

8/28/18  
mailed by Cert. Mail to  
abutters  
& Reg. Mail to Atty. Dennis Egan  
HK

Legal Notice

Town of Great Barrington

Public Hearing

The Selectboard will hold a public hearing on Monday, November 26, 2018 at 7:00 PM at the Town Hall, 334 Main Street, Great Barrington, MA 01230 to act on the application of Rubiner's Cheesemongers and Grocers LLC, Matthew Rubiner, Manager for a New Package Store Beer and Wine Liquor License at 264 Main Street, Great Barrington, MA.

Stephen Bannon

Chair

Please publish November 9, 2018 and November 16, 2018



*The Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)*

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

**APPLICATION FOR A NEW LICENSE**

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

**ECRT CODE: RETA**

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>  
PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION  
239 CAUSEWAY STREET  
BOSTON, MA 02241-3396**



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A NEW LICENSE**

Municipality

**1. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="Off-Premises-15"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

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

Is this license application pursuant to special legislation?  Yes  No Chapter  Acts of

**2. BUSINESS ENTITY INFORMATION**

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

Entity Name  FEIN

DBA  Manager of Record

Street Address

Phone  Email

Alternative Phone  Website

**3. DESCRIPTION OF PREMISES**

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

Total Square Footage: <input type="text" value="950"/>	Number of Entrances: <input type="text" value="1"/>	Seating Capacity: <input type="text" value="NA"/>
Number of Floors: <input type="text" value="1"/>	Number of Exits: <input type="text" value="2"/>	Occupancy Number: <input type="text" value="24"/>

**4. APPLICATION CONTACT**

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

Name:  Phone:

Title:  Email:

**CORPORATE VOTE**

The Board of Directors or LLC Managers of   
Entity Name  
duly voted to apply to the Licensing Authority of   
City/Town and the  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

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


"VOTED: To authorize   
Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint   
Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

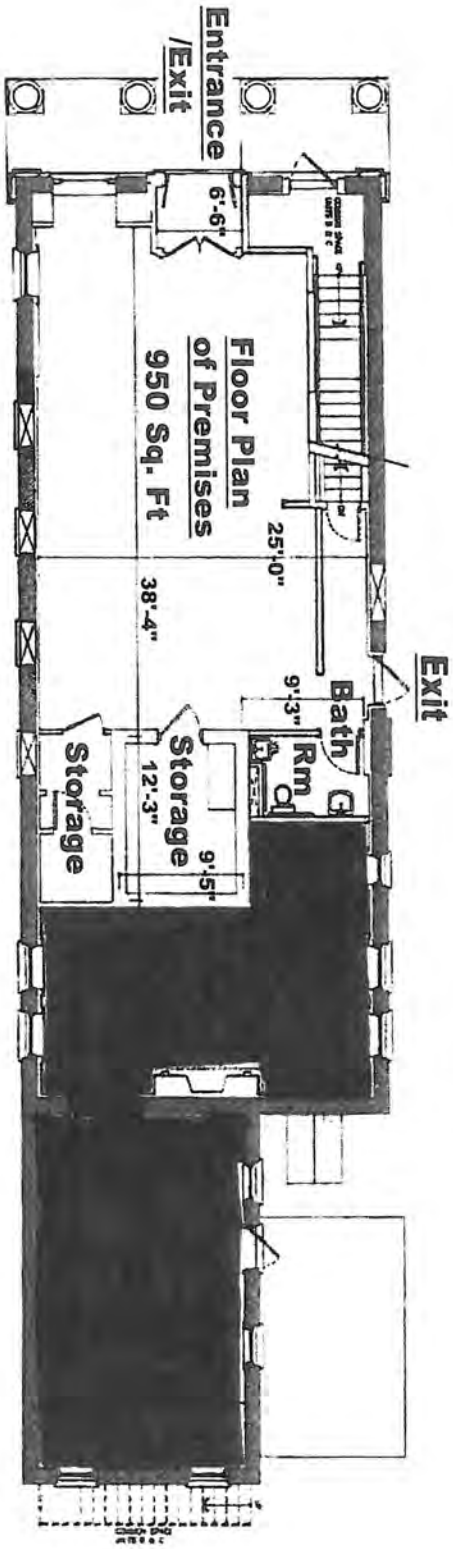
  
\_\_\_\_\_  
Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

\_\_\_\_\_  
Corporation Clerk's Signature





FLOOR PLAN

2

DATE: 02/06/08  
 DRAWN: RW  
 APPR: RW  
 REV:

**COURIER BUILDING CONDOMINIUM**  
 284 MAIN STREET  
 GREAT BARRINGTON, MA 01230

**PAMELA SANDLER AIA**  
 architect  
 37 Main Street  
 Stockbridge  
 Massachusetts 01262  
 413 896-6227

REGISTERED ARCHITECT  
 ATTEST: BPRKSHIRE SOUTH REGISTER  
*Jane M. Skorp*  
 RENE M. SKORP, IT

Legal Notice

Town of Great Barrington

Public Hearing

The Selectboard will hold a public hearing on **Monday, November 26, 2018 at 7:00 PM** at the Town Hall, 334 Main Street, Great Barrington, MA 01230 to act on the application of Rubiner's Cheesemongers and Grocers LLC, Matthew Rubiner, Manager for a New Package Store Beer and Wine Liquor License at 264 Main Street, Great Barrington, MA.

Stephen Bannon

Chair

Please publish November 9, 2018 and November 16, 2018

*Mailed 11/14/18  
Cert-Mail #*

Christopher J. Lamarre, MAA  
Principal Assessor

Bruce Firger, Board Member  
John Katz, Board Member  
Carol Strommer, Administrative Assessor



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-2220 x 5  
Fax: (413) 528-2290  
E-mail: [clamarre@townofgb.org](mailto:clamarre@townofgb.org)

**TOWN OF GREAT BARRINGTON  
MASSACHUSETTS**  
**ASSESSORS' OFFICE**

September 13, 2018

IMMEDIATE ABUTTERS TO PROPERTY OF: CHEESEBOY LLC  
MAP 19 LOT 65 UNIT A, 264 MAIN STREET, BOOK 1732 PAGE 45

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
19	66	Marble Block Co., 274 Main St., Gt. Barrington, MA 01230-1607
19	62	Madison Country Properties Inc., c/o Carr Hardware – Attn: Barton Raser, 537 North St., Pittsfield, MA 01201-1401
19	101	Society of Congregation Church, PO Box 660, Gt. Barrington, MA 01230-0660
19 UB	65	Molly Bruce Jacobs, PO Box 5525, Santa Fe, NM 87502-5525
19 UC	65	JCP Capital Inc., 264 Main St. #C, Gt. Barrington, MA 01230-2202
19	64	Inhabitants of the Town of Great Barrington, 334 Main St. Room 208, Gt. Barrington, MA 01230-1832

The above list of immediate abutters to the subject property is correct according to the latest records of this office.

Sincerely,

Christopher Lamarre, MAA  
Principal Assessor

*\$667/ea (Cash Mail)  
Mailed 11/15/18*

**TOWN OF GREAT BARRINGTON**

**NOTICE OF PUBLIC HEARING**

The Selectboard will hold a public hearing on Monday, November 26, 2018 at 7:00 P.M. at the Town Hall, 334 Main Street, Great Barrington, MA to act on the application of Richard Stanley/Triplex Management Corp Inc. for a Change of Manager from Lisa Cabrera Rizzo to Timothy Danner on the Common Victualler All Alcoholic Restaurant Liquor License at 70 Railroad Street, Great Barrington, MA 01230.

Stephen Bannon  
Chair

**PLEASE PUBLISH November 16 and 23, 2018.**



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street Boston, MA 02114  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
 MONETARY TRANSMITTAL FORM

**AMENDMENT-Change of Manager**

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

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

EPAY CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION  
 239 CAUSEWAY STREET  
 BOSTON, MA 02241-3396



The Commonwealth of Massachusetts  
 Alcoholic Beverages Control Commission  
 239 Causeway Street, Boston, MA 02114  
 www.mass.gov/abcc

**AMENDMENT-Change of Manager**

**Change of License Manager**

**1. BUSINESS ENTITY INFORMATION**

Entity Name	Municipality	ABCC License Number
Triplex Management Corp, Inc.	Great Barrington	00103-RS-0464

**2. APPLICATION CONTACT**  
 The application contact is the person who should be contacted with any questions regarding this application.

Name	Title	Email	Phone
Timothy Danner	Manager	manager@thetriplex.com	413-528-8886

**3A. MANAGER INFORMATION**  
 The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name: Timothy Danner      Date of Birth: 9/5/1984      SSN: [REDACTED]

Residential Address: 76 Longmeadows Road Wilton, CT 06897

Email: manager@thetriplex.com      Phone: 203-856-6919

Please indicate how many hours per week you intend to be on the licensed premises: 40-50      Last-Approved License Manager: Lisa Cabrera Rizzo

**3B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?  Yes     No    \*Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?     Yes     No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**3C. EMPLOYMENT INFORMATION**  
 Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2017	Present	Manager	Triplex Management Corp, Inc.	Richard Stanley
2004	2017	General Manager	Bow Tie Cinemas	Ike Rivera

**3D. PRIOR DISCIPLINARY ACTION**  
 Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action?     Yes     No    If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature: **Timothy Danner**      Digitally signed by Timothy Danner      Date: 11/08/2018  
Date: 2018.11.08 16:37:02 -05'00'

## APPLICANT'S STATEMENT

I, Richard Stanley the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory

of Triplex Management Corp, Inc.  
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: *Richard Stanley*

Date: 11/9/18

Title: President

**CORPORATE VOTE**

The Board of Directors or LLC Managers of

The Triplex Management Inc.  
Entity Name

duly voted to apply to the Licensing Authority of

Great Barrington  
City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

11/6/18  
Date of Meeting

For the following transactions (Check all that apply):

Change of Manager

Other \_\_\_\_\_

"VOTED: To authorize

Timothy Danner

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Timothy Danner

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

Richard Stanley

Corporate Officer /LLC Manager Signature

For Corporations ONLY

A true copy attest,

*Richard Stanley*

Corporation Clerk's Signature



SP# 887-18

## NOTICE OF PUBLIC HEARING

The Great Barrington Selectboard will hold a public hearing on Monday, November 26, 2018 at 7:00 pm at Town Hall, 334 Main Street, Great Barrington, MA 01230 to act on the special permit application from 910 Housing Inc. and the Community Development Corporation of South Berkshire for a Water Quality Protection Overlay District Special Permit, in accordance with Sections 9.2 and 10.4 of the Great Barrington Zoning Bylaw, in order to increase impervious area of a lot by more than 15% or 2,500 square feet. Proposed impervious surfaces are in connection with a proposed development of consisting of up to 49 apartments in several new buildings, and associated parking, driveway and site work, at 910 Main Street.

Stephen C. Bannon, Chair

Please Publish Friday, November 9, 2018 and Friday, November 16, 2018

Berkshire Record

**TOWN OF GREAT BARRINGTON**  
**Application for a Special Permit**  
**to the Board of Selectmen or Planning Board**

FORM SP-1  
REV. 11-2013

TOWN CLERK  
GREAT BARRINGTON  
NOV 1 2018 PM 3:47

**FOR OFFICE USE ONLY**

Number Assigned 867-18 Date Received 11/1  
Special Permit Granting Authority SB  
Copy to Recommending Boards 11/2  
Advertised 11/9 & 11/16  
Public Hearing 11/26  
Fee: \$150.00 Paid: Yes

APPLICATION FOR SPECIAL  
PERMIT UNDER TOWN ZONING  
BYLAWS FOR TOWN OF  
GREAT BARRINGTON,  
MASSACHUSETTS

MAP 30 LOT 49 & 49A BOOK LCS PAGE 88 ZONING DISTRICT(S) WQPOD- B3

Site Address: 910 Main Street

Date of Application November 1, 2018

Applicant's name and complete mailing address 910 Housing Inc / Community Development Corporation of South Berkshire 17 Bridge Street Great Barrington MA

Applicant's phone number 413-528-7788 Applicant's email address: tgeller@cdsb.org

Name and Address of Owner of land exactly as it appears on most recent tax bill:

910 Housing Inc / Community Development Corporation of South Berkshire 17 Bridge Street Great Barrington, MA 01230

I (we) request a Special Permit for: Affordable housing development within WQPOD

Under Section(s) 9.2.12 of the Great Barrington Zoning Bylaws.

**APPLICANTS MUST READ AND COMPLY WITH THE FOLLOWING:**

One Signed Original application with each of the items below, as applicable, and fourteen (14) exact copies of the entire application package are to be submitted. Applications must include:

1. Completed application form, including signatures.
2. Brief written description of how the project is in harmony with the Great Barrington Master Plan. (Copies of the Master Plan are available for free download from the Town website. Hard copies can be read at the Clerk's office or the Town libraries.)
3. Site Plan, drawn to scale, applicable to the site and the proposed use of said site for which this special permit is requested.
4. Any other specifications necessary to further describe the site or proposed use for which a special permit is requested. At least one copy of any maps being submitted shall be no larger than 11" X 17". Plans should show all existing and proposed structures, property lines and dimensions, driveways, walkways and parking areas. All proposed landscaping, parking, loading, and similar improvements must be in compliance with the applicable sections of the Zoning Bylaw.
5. Certified list of abutters within 300' on the Assessors Maps to the subject property, including map and lot number. List must be obtained from the Assessors' Office.

- 6. Zoning Map designating the zoning district(s) and location for the area for which a special permit is requested, plus a USGS map enlarged and showing the site location within the Town.
- 7. Drainage Plan indicating the destination of all runoff from the property. In the event of substantial increase in impervious surfaces, the SPGA may require calculations or expert analysis of the plan.
- 8. Landscaping Plan drawn to scale and showing existing and proposed landscaping.
- 9. If applicant and owner are different, a letter signed by the owner of the property authorizing the applicant to apply for the special permit.

**SPECIFICS:**

- 1. All site plans and specifications must be signed and dated by the preparer.
- 2. **ALL OWNERS** of property must also sign the application.
- 3. A copy of special permit procedures is available upon request.
- 4. Fee for application is \$150.00 to cover the cost of the public hearing notices in the newspaper and notification to parties in interest. If the cost exceeds \$150.00, the applicant shall pay the balance due upon notification from the Granting Authority.
- 5. Once all the necessary papers, maps, etc. are compiled into the required Original and Fourteen sets, call the Town Planner's office at 413-528-1619 ext. 7 to arrange an appointment to file your application. The application will be reviewed for completeness and a date for a public hearing before the Board of Selectmen or Planning Board will be scheduled. Meetings of recommending boards (e.g. Planning Board, Conservation Commission and Board of Health) will also be arranged at this time.

Jim Beller / S.P.B.  
Signature of Applicant

Jim Beller / S.P.B.  
Signature of Co-Applicant (e.g. Property Owner, if different)

\*\*\*\*\*

**PLEASE READ AND SIGN BELOW**

ALL COSTS INCURRED BY THE TOWN FOR THE EMPLOYMENT OF EXPERTS OR CONSULTANTS REQUIRED BY ANY TOWN BOARD, AND APPROVED BY THE BOARD OF SELECTMEN, FOR THE PURPOSE OF ANALYZING OR EVALUATING ANY PROJECT THAT IS A SUBJECT OF A SPECIAL PERMIT APPLICATION SHALL BE ASSESSED TO THE APPLICANT AND SHALL CONSTITUTE PART OF THE APPLICATION FEE. A COPY OF THIS REGULATION SHALL BE PROVIDED TO THE APPLICANT IF REQUESTED.

I have read the above regulation and agree to be bound by it.

Signature Jim Beller / S.P.B.

Signature of Co-Applicant (e.g. Property Owner) \_\_\_\_\_

Date 11/1/18

**SP # 887-18**

Application from 910 Housing Inc. and the Community Development Corporation of South Berkshire for a Water Quality Protection Overlay District Special Permit, in accordance with Sections 9.2 and 10.4 of the Great Barrington Zoning Bylaw, in order to increase impervious area of a lot by more than 15% or 2,500 square feet. Proposed impervious surfaces are in connection with a proposed development of consisting of up to 49 apartments in several new buildings, and associated parking, driveway and site work, at 910 Main Street.

**DRAFT MOTIONS**

**VOTE ON FINDINGS**

*(If the Board has amended the Findings based on the Public Hearing and its discussion, be sure to specify those changes and approve the findings "as amended.")*

move to approve the Findings of Fact for Special Permit #887-18, as *submitted* and referenced as Exhibit A.

**Second:** \_\_\_\_\_

**Roll call vote:** Abrahams \_\_\_\_\_ Bailly \_\_\_\_\_ Cooke \_\_\_\_\_  
Bannon \_\_\_\_\_ Burke \_\_\_\_\_

**VOTE ON SPECIAL PERMIT**

move to approve, in view of the approved Findings of Fact, Special Permit #887-18 for 910 Main Housing Inc. for the proposed work in the Zone II of the water quality protection overlay district.

*[subject to the following conditions, if any...]*

**Second:** \_\_\_\_\_

**Roll call vote:** Abrahams \_\_\_\_\_ Bailly \_\_\_\_\_ Cooke \_\_\_\_\_  
Bannon \_\_\_\_\_ Burke \_\_\_\_\_

## EXHIBIT A

### FINDINGS OF FACT AND BASIS FOR DECISION

Re:           **Special Permit #887-18**  
              **910 Main Street**

#### A. Introduction

This Special Permit application was filed on November 1, 2018 by 910 Housing, LLC, Owner of the property at 910 Housing Inc., with the CDC of South Berkshire. The site consists of two adjoining land parcels, totaling about 8.7 acres with frontage along Main Street (US Route 7). The site is in a Zone II of the Water Quality Protection Overlay District (WQPOD). The application has been filed in accordance with Sections 9.2 and 10.4 of the Zoning Bylaw.

Most of the westerly portion of the site is undevelopable due to wetlands, but two acres nearest Main Street, where the existing structure is located, is developable. The Applicant/Owner is proposing to demolish the existing structure on the site and build a new multifamily apartment complex, consisting of 49 units in five buildings on the two developable acres, as shown in the plans submitted with the application. The project will also require the installation of utilities, parking lots, driveways, and other site work in this two acre area. The development itself is by-right in accordance with the Town's Smart Growth Overlay District, Section 9.13 of the Zoning Bylaw, but the creation of impervious surface in a Zone II requires a Special Permit from the Great Barrington Selectboard.

The civil engineering plans accompanying the application were prepared by White Engineering of Pittsfield, MA, and the architectural plans were prepared by Elton Hampton Architects of Roxbury, MA. The proposal also includes the Special Permit application, landscaping plans, a stormwater plan, and a geotechnical report.

#### B. General Findings

The property lies within the B-2 zone and Smart Growth Overlay District (SGOD), and a Zone II of the WQPOD. The proposed mixed-use multifamily development is by-right in the SGOD zone, requiring a "Plan Approval" from the Planning Board (which was granted November 8, 2018).

The Conservation Commission is reviewing a Notice of Intent for the project. The Commission viewed an informal application in October and the plans submitted for the WQPOD conform the Commission's comments from that meeting. The Board of Health has reviewed the project and concluded there are no jurisdictional issues. The Planning Board has made a positive recommendation on the Special Permit, and, as noted above, has approved the Plan under the SGOD zoning bylaw. The Planning Board SGOD approval included review of all development and site plan issues, including stormwater, landscaping, parking and traffic circulation, and all criteria under the SGOD bylaw.

#### C. Water Quality Protection Overlay District Criteria and Specific Findings

Per Section 9.2.12 of the WQPOD, the proposal requires a special permit because it increases the impervious area of a lot by more than 15% or 2,500 square feet. In this case, the total proposed impervious surface of 52,200 square feet is less than 15% of the total 8.7 acre lot, but it is more

than 2,500 square feet. Therefore it requires a WQPOD special permit.

The special permit requirements of the WQPOD ensure that a project provides a method(s) to capture, treat, and infiltrate stormwater into the underlying aquifer, so that the development of impervious surface does not degrade the quality or quantity of water entering into and recharging the groundwater aquifer.

The proposed development includes a system for groundwater recharge that includes rain gardens and stormwater collection, treatment, and infiltration systems. As detailed in the proposed plans, these are designed and sized appropriately for the amount of new impervious surface and the underlying soil types. The Applicant's engineer calculates that 1,860 cubic feet of recharge volume is required in order to balance out the proposed impervious surface. The Applicant proposes recharge volume of 11,407 cubic feet.

Section 9.2.13 item 3 states that the Selectboard may grant the special permit if it finds the standards of 9.2.8, 9.2.9, and the following two standards are met: (a.) [the project will] in no way, during construction or thereafter, adversely affect the existing or potential quality or quantity of water that is available in the Water Quality Protection District; and (b.) [the project] be designed to avoid substantial disturbance of the soils, topography, drainage, vegetation, and other water-related natural characteristics of the site to be developed.

The Selectboard hereby finds:

1. The standards of Sections 9.2.8 and 9.2.9 are met, since no prohibited are proposed.
2. The required amount of recharge volume is provided and the proposed infiltration system complies with the standards of this section.
3. As demonstrated by the application, appropriate recharge and water quality measures will be installed, and operation and maintenance procedures will be in place, so that the project will not diminish the quantity or quality of water available in the Water Quality Protection Overlay District.
4. While the project will grade certain portions of the development two acres of the site, the development plans show that care has been given to work with existing drainage patterns and existing vegetation to avoid substantial disturbance of the soils, topography, drainage, and other water-related natural characteristics of the site, including the wetlands immediately west and downslope of the development area. As demonstrated by the application, the project will not compromise the quantity or quality of water recharging the aquifer.

#### D. General Special Permit Criteria and Specific Findings

§10.4.2 of the Zoning Bylaw, granting of a special permit requires a written determination by the Special Permit Granting Authority "that the adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site." This determination shall include consideration of the following six criteria:

1. Social, economic, or community needs which are served by the proposal;
2. Traffic flow and safety, including parking and loading;
3. Adequacy of utilities and other public services;
4. Neighborhood character and social structures;
5. Impacts on the natural environment; and,
6. Potential fiscal impact, including impact on town services, tax base, and employment.

Consideration of the Criteria in relation to SP #887-18:

Per §10.4.2 of the Zoning Bylaw, granting of any special permit requires a determination by the Special Permit Granting Authority “that the adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site.” The six criteria and the Board’s considerations in relation each are detailed below:

1. Social, economic, or community needs which are served by the proposal.
  - The proposed work will result in new rental housing units, at least 40 of which will be affordable to households earning 80 percent or less of the area median income. The project develops an area that is zoned for this type of higher density residential development.
2. Traffic flow and safety, including parking and loading.
  - The Planning Board has evaluated the traffic safety and parking as part of its approval process and has found it to be adequate with no safety concerns.
3. Adequacy of utilities and other public services.
  - There are adequate public utilities and services.
4. Neighborhood character and social structures.
  - The proposed work will result in a redeveloped site that fits in with other multifamily housing across the street. The proposed development is situated in a location with existing multifamily housing, commercial uses, senior services, and health services, and will complement the character and social structures.
5. Impacts on the natural environment.
  - The work will remove some trees on the site but includes a landscaping plan to keep large trees and replace other trees and vegetation on the site. As discussed in the WQPOD section above, the proposed work will not impair the aquifer or the adjacent wetland areas.
6. Potential fiscal impact, including impact on town services, tax base, and employment.
  - The proposed work will have a positive fiscal impact by increasing overall property values in the area, and providing housing opportunities for area employees. It is likely that the property will not be tax exempt, thereby generating property taxes as well as utility user fees for the Town.

Finding:

In consideration of the above Findings, this Selectboard finds that the benefits of the proposal outweigh any possible detrimental impacts.

E. Proposed Conditions

none

Town Hall, 334 Main Street  
Great Barrington, MA 01230



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

TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

PLANNING BOARD

November 11, 2018

Selectboard  
Town Hall  
334 Main Street  
Great Barrington, MA

RE: Special Permit  
910 Main Street

Dear Members of the Selectboard:

At its meeting of November 8, 2018, the Planning Board voted to send a favorable recommendation on the special permit application of the CDC of South Berkshire for an affordable housing development located in the Water Quality Protection District at 910 Main Street..

Thank you for your attention to this matter.

Sincerely,

*Kimberly L. Shaw*

Kimberly L. Shaw  
Planning Board Secretary

Cc: Chris Rembold, Town Planner



Shepley Evans  
Conservation Agent

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

TO: Great Barrington Selectboard

FM: Great Barrington Conservation Agent

DATE: November 23, 2018

RE: SPECIAL PERMIT APPLICATION #887-18

NAME, ADDRESS AND PROJECT:

Application from 910 Housing, Inc. and the Community Development Corporation of South Berkshire for a Water Quality Protection Overlay District Special Permit, in accordance with Sections 9.2 and 10.4 of the Great Barrington Zoning Bylaw, in order to increase impervious area of a lot by more than 15% or 2,500 square feet. Proposed impervious surfaces are in connection with a proposed development consisting of up to 49 apartments in several new buildings, and associated parking, driveway and site work, at 910 Main Street.

On November 9, 2018, the Conservation Commission received from White Engineering, Inc., on behalf of applicant 910 Housing, Inc., a Notice of Intent filed under the Mass. Wetlands Protection Act (M.G.L. c.131, Sec.40) for construction of affordable housing development in a Buffer Zone to a Bordering Vegetated Wetland at 910 Main Street, Great Barrington, Map 30 Lot 49 & 49A.

At the request of the applicant, the Commission had previously conducted a site visit in mid-October at the subject property to gather information, and had engaged in an informal briefing and discussion of the design of the subject project at its regularly scheduled public meeting on Wednesday, October 24, 2018. The Conservation Commission has since advertised and will hold a public hearing on the applicant's Notice of Intent at its upcoming regularly scheduled meeting on Wednesday, November 28, 2018.

The Commission's review of the project to date has indicated that it will be constructed entirely in the outer fifty feet of Buffer Zone away from the Bordering Vegetated Wetland on the property at 910 Main Street, leaving substantial buffer between the project and the wetland area. The Stormwater Management System proposed for the project, and abundantly illustrated and analyzed in the Notice of Intent, confirms that the system complies in every respect with the Massachusetts Stormwater Standards long mandated

Memorandum of November 23, 2018

Page 2

by Mass DEP Policy. Finally, following the Commission's site visit and informal discussions during the October public meeting, the applicant has made adjustments to the overall landscaping plan that are responsive to the Commission's interest in assuring appropriate tree replacement and protection during construction and for the future.

As of this date, based on all the information at hand, it is reasonable to expect that, following closing of the public hearing on Wednesday evening, November 28, 2018, the Conservation Commission will, in all probability, approve the project and issue a fairly standard Order of Conditions.

Michael Lanoue, Chair  
Peter Stanton, Vice Chair  
Ruby Chang, M.D.  
www.townofgb.org



Town Hall, 334 Main Street  
Great Barrington, MA 01230

Phone: 413-528-0680  
Fax: 413-528-3064

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### BOARD OF HEALTH

November 9, 2018

**Special Permit #887-18:** Application from 910 Housing Inc. and the Community Development Corporation of South Berkshire for a Water Quality Protection Overlay District Special Permit, in accordance with Sections 9.2 and 10.4 of the Great Barrington Zoning Bylaw, in order to increase impervious area of a lot by more than 15% or 2,500 square feet. Proposed impervious surfaces are in connection with a proposed development of consisting up to 49 apartments in several new buildings, and in associated parking, driveway and site work, at 910 Main Street.

Dear Selectboard,

The Board of Health reviewed the Special Permit 887-18 application on November 8, 2018.

The Board voted, unanimously, to recommend that the Special Permit 887-18 application is passed on to the Selectboard without any comment.

**MOTION:**

**SECOND:** Dr. Ruby Chang

**VOTE:** 3-0

Sincerely,  
Rebecca Jurczyk  
Agent of the Great Barrington Board of Health

# Project Narrative & Stormwater Management Report

## 910 Main Affordable Housing

910 South Main Street  
Great Barrington, MA 01230



Prepared By:  
White Engineering, Inc.  
55 South Merriam Street  
Pittsfield, MA 01201  
[bwhite@whiteeeng.com](mailto:bwhite@whiteeeng.com)

## **Introduction:**

The parcel of land at 910 South Main Street contains approximately 8.7 acres of land with approximately 2 acres of land being buildable. The lot currently contains a single structure services by a gravel driveway with two separate curb cuts onto South Main Street. Behind the structure is a significant grade drop off that is consistent for the entire width of the property running North to South with the top of slope identifying the limits of buildable property. Beyond the toe of that slope is a bordering vegetated wetland that was delineated by Stockman & Associates, LLC. The property lies within the Water Quality Protection Overlay District (WQPOD).

The developable portion of the property is divided into two catchment areas with drainage points and the Northeast and Southeast corners of the property. While the catchment areas are divided by topography it is clear from the geotechnical investigation completed by Gifford Engineering, Inc. that clearly identifies a stark contrast in soil conditions on the North and South sides of the property. The Northern portion of the property consists of well-drained sand and gravel soils where the Southern portion consists of a poorly draining silt loam type soil.

The proposed development on site calls for the demolition of the existing structure and the construction of five separate free standing buildings. The five buildings will provide a total of 49 rental units. To accommodate the parking there will be two separate paved parking lots constructed on the property, one on the North end and one on the South. The northern parking lot will have two curb cuts to accommodate fire access into the property per discussions with the Fire Chief. The southern parking lot will have a single curb cut.

All roof and parking lot runoff will be directed through a series of deep sump catch basins, Stormceptor proprietary catch basin and subsurface chamber beds beneath the existing parking lots. Each bed will have an overflow pipe into the Town of Great Barrington's drainage system along South Main Street. Due to the well draining soils the stormwater management system has been designed and modeled to account for infiltration in the chamber system below the Northern parking lot. The chamber system in the Southern parking lot will function so at to keep the peak rate of runoff well below pre-construction conditions but no infiltration has been accounted for in the HydroCAD model due to poor soil conditions. Please find narratives describing the project requirements related the WQPOD as well as the Massachusetts Stormwater Management Standards.

## Water Quality Protection Overlay District:

Pursuant to Section 9.2.12 of the Great Barrington Zoning Bylaw the following conditions must be met for work within the WQPOD.

1. *Enlargement or alteration of existing uses that do not conform to the WQPOD*

The project as proposed is allowed within the district through permitting through the Smart Growth Overlay District 40 R Permit application. The application has been filed and with final approval will be permitted within the WQPOD.

2. *Those activities that involve the handling of toxic or hazardous materials in quantities greater than those associated with normal household use, permitted in the underlying zoning district (except as prohibited hereunder). Such activities shall require a special permit to prevent contamination of groundwater*

Not Applicable

3. *Any use that will render impervious more than 15% of any lot or parcel or 2,500 square feet, whichever is greater. A system for groundwater recharge must be provided which does not degrade groundwater quality. For nonresidential uses, recharge shall be by stormwater infiltration basins or similar system covered with natural vegetation, and dry wells shall be used only where other methods are infeasible. For all nonresidential uses, all such basins and wells shall be preceded by oil, grease, and sediment traps to facilitate removal of contamination. Any and all recharge areas shall be permanently maintained in full working order by the owner. Special permits for nonresidential uses as described in this subsection are not allowed in the Surface Water Source Protection Zones A and B.*

The project as proposed will create more than 2,500 square feet of impervious are and is subject to the requirements of a Special Permit. The project has been designed to utilize deep sump catch basins and Stormceptor STC-900 units to treat the runoff and achieve greater than 80% total suspended solids removal (TSS) as well as provide enhanced removal of grease and oils. The subsurface chamber beds have been designed to control the peak rate of runoff to pre-construction conditions as well as provide the required recharge to groundwater. Below is a review of the 10 Stormwater Management Standards issued by the Massachusetts Department of Environmental Protection and will be subject to review under the Wetlands Protection Act. The description of each standard provides a more detailed breakdown of the stormwater management system.

## **Stormwater Management Standards**

### **Standard 1- There are no untreated discharges proposed.**

The project has been designed to ensure all parking lot runoff is drained through a network of deep sump catch basins and Stormceptor to ensure runoff is treated.

### **Standard 2- Peak Rate Attenuation**

The project has been designed to have the proposed project maintain the two design points on the property, the Northeast and Southeast corners. The catchment areas have been slightly revised from the pre-construction conditions to better reflect how the proposed buildings will manage their respective runoff. The Southern catchment area accounts for Buildings A, B, the roof runoff from the Western side of Building C as well as the parking lot and walkways serving those buildings. The Northern catchment area will manage runoff from the East side of Building C, Building D, Building, their corresponding walkways and the northern parking lot.

Due to the configuration of the buildings and elevation change from the front to rear the roof runoff generated on the backsides of buildings A, C and E will utilize a duplex pump chamber system to pump the runoff from the backsides of the building into the drainage system described above. Due to the relatively shallow drainage system in South Main Street and accounting for the elevations of drainage structures in the parking lot this was the only way to manage that roof runoff.

The enclosed HydroCAD report models the pre-construction and Post Construction conditions for the development. The Southern catchment is represented by Nodes 1S (pre-construction), 3S (post-construction) and 5P (southern chamber bed.) The pre-construction peak rate of runoff from the 100 Year Storm is 6.31 cubic feet per second (cfs.) The post-construction conditions show that the peak rate of runoff discharging from the southern parking lot chamber bed is 1.28 cfs.

The Northern catchment is represented by Nodes 2S (pre-construction), 4S (post-construction) and 6P (northern chamber bed.) The pre-construction peak rate of runoff for this catchment is 0.43 cfs. The post-construction peak rate of runoff is 0.24 cfs.

For both drainage points the peak rate of runoff leaving the property is less than the pre-construction condition and Standard 2 is met.

### Standard 3- Stormwater Recharge

To evaluate the stormwater recharge requirements we've modeled the requirements utilizing the Static Method. To determine the minimum recharge requirements the first step is determining the existing underlying soil conditions. The table below is taken from the Massachusetts DEP Website indicating the requirements for recharge based on soil conditions.

Hydrologic Group Volume to Recharge (x Total Impervious Area)	
Hydrologic Group	Volume to Recharge x Total Impervious Area
A	0.60 inches of runoff
B	0.35 inches of runoff
C	0.25 inches of runoff
D	0.10 inches of runoff

Based upon the enclosed geotechnical report and boring location we have identified the Northern catchment comprises of Group A soils where the Southern consists of Group C soils. The reason for the different classifications is the better the Hydrologic soil group the greater the amount of existing recharge that exists. The poorer soils are less permeable, have less recharge overall and the reason less recharge is required to be provided for new impervious areas created over those soils. Below are the calculations for each catchment area based upon the proposed impervious areas.

#### North Catchment

$$26,474 \text{ sf} \times 0.6 \text{ in} \times (1\text{ft}/12\text{in}) = 1,324 \text{ cf}$$

#### Southern Catchment

$$25,732 \text{ sf} \times 0.25 \text{ in} \times (1\text{ft}/12 \text{ in}) = 536 \text{ cf}$$

$$\text{Minimum Recharge Volume} = 1,860 \text{ cf}$$

Since the soils on the Southern end of the property have lower permeability we designed the chamber system in the Northern parking lot to be able to provide the necessary recharge volume by itself. The northern chamber bed, Node 6P in the HydroCAD model has a chamber storage volume of 6,502 cf and stone storage volume of 4,905 cf for a total volume of 11,407 cf. The provided static recharge is more than six times the minimum required and Standard 3 is met.



#### **Standard 4- Water Quality**

Enclosed with this report is the report from Massachusetts STEP showing that the Stormceptor STC-900 will provide 77% TSS removal by itself. Along with the deep sump catch basins the water quality requirements have been met.

#### **Standard 5- Land Use with Higher Potential Pollutant Loads (LUHPPL's)**

Not applicable

#### **Standard 6- Critical Areas**

The property is located within a Critical Area as that is the basis for its placement in the WQPOD. The project has been designed to meet all requirements through the use of the Deep Sump Catch basins and the Stormceptors to provide 80% TSS removal and by virtue of that meeting the requirement of a minimum 44% TSS removal prior to infiltration. The standard is met.

#### **Standard 7- Redevelopment**

The project is a redevelopment of an existing developed parcel, however; all stormwater management standards have been met.

#### **Standard 8- Construction Period Controls**

A Stormwater Pollution Prevention and Erosion and Sedimentation Control Plan is included. A NPDES permit will be applied for prior to construction. The standards have been met.

#### **Standard 9- A Post Construction Operation and Maintenance Plan**

An Operation and Maintenance Plan has been provided and the standard has been met.

#### **Standard 10- Illicit Discharge**

The project as proposed does not call for any illicit discharges to the stormwater management system. An illicit discharge statement is provided in the SWPPP. This standard has been met.

Supplemental Items to this report:

1. Stormwater Pollution Prevention Plan (including blank inspection form)
2. Mass DEP Stormwater Checklist
3. HydroCAD Report
4. Gifford Engineering Geotechnical Report



# Checklist for Stormwater Report

## A. Introduction

**Important:** When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



A Stormwater Report must be submitted with the Notice of Intent permit application to document compliance with the Stormwater Management Standards. The following checklist is NOT a substitute for the Stormwater Report (which should provide more substantive and detailed information) but is offered here as a tool to help the applicant organize their Stormwater Management documentation for their Report and for the reviewer to assess this information in a consistent format. As noted in the Checklist, the Stormwater Report must contain the engineering computations and supporting information set forth in Volume 3 of the [Massachusetts Stormwater Handbook](#). The Stormwater Report must be prepared and certified by a Registered Professional Engineer (RPE) licensed in the Commonwealth.

The Stormwater Report must include:

- The Stormwater Checklist completed and stamped by a Registered Professional Engineer (see page 2) that certifies that the Stormwater Report contains all required submittals.<sup>1</sup> This Checklist is to be used as the cover for the completed Stormwater Report.
- Applicant/Project Name
- Project Address
- Name of Firm and Registered Professional Engineer that prepared the Report
- Long-Term Pollution Prevention Plan required by Standards 4-6
- Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan required by Standard 8<sup>2</sup>
- Operation and Maintenance Plan required by Standard 9

In addition to all plans and supporting information, the Stormwater Report must include a brief narrative describing stormwater management practices, including environmentally sensitive site design and LID techniques, along with a diagram depicting runoff through the proposed BMP treatment train. Plans are required to show existing and proposed conditions, identify all wetland resource areas, NRCS soil types, critical areas, Land Uses with Higher Potential Pollutant Loads (LUHPPL), and any areas on the site where infiltration rate is greater than 2.4 inches per hour. The Plans shall identify the drainage areas for both existing and proposed conditions at a scale that enables verification of supporting calculations.

As noted in the Checklist, the Stormwater Management Report shall document compliance with each of the Stormwater Management Standards as provided in the Massachusetts Stormwater Handbook. The soils evaluation and calculations shall be done using the methodologies set forth in Volume 3 of the Massachusetts Stormwater Handbook.

To ensure that the Stormwater Report is complete, applicants are required to fill in the Stormwater Report Checklist by checking the box to indicate that the specified information has been included in the Stormwater Report. If any of the information specified in the checklist has not been submitted, the applicant must provide an explanation. The completed Stormwater Report Checklist and Certification must be submitted with the Stormwater Report.

<sup>1</sup> The Stormwater Report may also include the Illicit Discharge Compliance Statement required by Standard 10. If not included in the Stormwater Report, the Illicit Discharge Compliance Statement must be submitted prior to the discharge of stormwater runoff to the post-construction best management practices.

<sup>2</sup> For some complex projects, it may not be possible to include the Construction Period Erosion and Sedimentation Control Plan in the Stormwater Report. In that event, the issuing authority has the discretion to issue an Order of Conditions that approves the project and includes a condition requiring the proponent to submit the Construction Period Erosion and Sedimentation Control Plan before commencing any land disturbance activity on the site.



# Checklist for Stormwater Report

## B. Stormwater Checklist and Certification

The following checklist is intended to serve as a guide for applicants as to the elements that ordinarily need to be addressed in a complete Stormwater Report. The checklist is also intended to provide conservation commissions and other reviewing authorities with a summary of the components necessary for a comprehensive Stormwater Report that addresses the ten Stormwater Standards.

*Note:* Because stormwater requirements vary from project to project, it is possible that a complete Stormwater Report may not include information on some of the subjects specified in the Checklist. If it is determined that a specific item does not apply to the project under review, please note that the item is not applicable (N.A.) and provide the reasons for that determination.

A complete checklist must include the Certification set forth below signed by the Registered Professional Engineer who prepared the Stormwater Report.

### Registered Professional Engineer's Certification

I have reviewed the Stormwater Report, including the soil evaluation, computations, Long-term Pollution Prevention Plan, the Construction Period Erosion and Sedimentation Control Plan (if included), the Long-term Post-Construction Operation and Maintenance Plan, the Illicit Discharge Compliance Statement (if included) and the plans showing the stormwater management system, and have determined that they have been prepared in accordance with the requirements of the Stormwater Management Standards as further elaborated by the Massachusetts Stormwater Handbook. I have also determined that the information presented in the Stormwater Checklist is accurate and that the information presented in the Stormwater Report accurately reflects conditions at the site as of the date of this permit application.

Registered Professional Engineer Block and Signature



Signature and Date

## Checklist

**Project Type:** Is the application for new development, redevelopment, or a mix of new and redevelopment?

- New development
- Redevelopment
- Mix of New Development and Redevelopment



# Checklist for Stormwater Report

## Checklist (continued)

**LID Measures:** Stormwater Standards require LID measures to be considered. Document what environmentally sensitive design and LID Techniques were considered during the planning and design of the project:

- No disturbance to any Wetland Resource Areas
- Site Design Practices (e.g. clustered development, reduced frontage setbacks)
- Reduced Impervious Area (Redevelopment Only)
- Minimizing disturbance to existing trees and shrubs
- LID Site Design Credit Requested:
  - Credit 1
  - Credit 2
  - Credit 3
- Use of "country drainage" versus curb and gutter conveyance and pipe
- Bioretention Cells (includes Rain Gardens)
- Constructed Stormwater Wetlands (includes Gravel Wetlands designs)
- Treebox Filter
- Water Quality Swale
- Grass Channel
- Green Roof
- Other (describe): Proprietary stormwater BMP

### Standard 1: No New Untreated Discharges

- No new untreated discharges
- Outlets have been designed so there is no erosion or scour to wetlands and waters of the Commonwealth
- Supporting calculations specified in Volume 3 of the Massachusetts Stormwater Handbook included.



# Checklist for Stormwater Report

## Checklist (continued)

### Standard 2: Peak Rate Attenuation

- Standard 2 waiver requested because the project is located in land subject to coastal storm flowage and stormwater discharge is to a wetland subject to coastal flooding.
- Evaluation provided to determine whether off-site flooding increases during the 100-year 24-hour storm.
- Calculations provided to show that post-development peak discharge rates do not exceed pre-development rates for the 2-year and 10-year 24-hour storms. If evaluation shows that off-site flooding increases during the 100-year 24-hour storm, calculations are also provided to show that post-development peak discharge rates do not exceed pre-development rates for the 100-year 24-hour storm.

### Standard 3: Recharge

- Soil Analysis provided.
- Required Recharge Volume calculation provided.
- Required Recharge volume reduced through use of the LID site Design Credits.
- Sizing the infiltration, BMPs is based on the following method: Check the method used.
  - Static
  - Simple Dynamic
  - Dynamic Field<sup>1</sup>
- Runoff from all impervious areas at the site discharging to the infiltration BMP.
- Runoff from all impervious areas at the site is *not* discharging to the infiltration BMP and calculations are provided showing that the drainage area contributing runoff to the infiltration BMPs is sufficient to generate the required recharge volume.
- Recharge BMPs have been sized to infiltrate the Required Recharge Volume.
- Recharge BMPs have been sized to infiltrate the Required Recharge Volume *only* to the maximum extent practicable for the following reason:
  - Site is comprised solely of C and D soils and/or bedrock at the land surface
  - M.G.L. c. 21E sites pursuant to 310 CMR 40.0000
  - Solid Waste Landfill pursuant to 310 CMR 19.000
  - Project is otherwise subject to Stormwater Management Standards only to the maximum extent practicable.
- Calculations showing that the infiltration BMPs will drain in 72 hours are provided.
- Property includes a M.G.L. c. 21E site or a solid waste landfill and a mounding analysis is included.

<sup>1</sup> 80% TSS removal is required prior to discharge to infiltration BMP if Dynamic Field method is used.



# Checklist for Stormwater Report

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## Checklist (continued)

### Standard 3: Recharge (continued)

- The infiltration BMP is used to attenuate peak flows during storms greater than or equal to the 10-year 24-hour storm and separation to seasonal high groundwater is less than 4 feet and a mounding analysis is provided.
- Documentation is provided showing that infiltration BMPs do not adversely impact nearby wetland resource areas.

### Standard 4: Water Quality

The Long-Term Pollution Prevention Plan typically includes the following:

- Good housekeeping practices;
  - Provisions for storing materials and waste products inside or under cover;
  - Vehicle washing controls;
  - Requirements for routine inspections and maintenance of stormwater BMPs;
  - Spill prevention and response plans;
  - Provisions for maintenance of lawns, gardens, and other landscaped areas;
  - Requirements for storage and use of fertilizers, herbicides, and pesticides;
  - Pet waste management provisions;
  - Provisions for operation and management of septic systems;
  - Provisions for solid waste management;
  - Snow disposal and plowing plans relative to Wetland Resource Areas;
  - Winter Road Salt and/or Sand Use and Storage restrictions;
  - Street sweeping schedules;
  - Provisions for prevention of illicit discharges to the stormwater management system;
  - Documentation that Stormwater BMPs are designed to provide for shutdown and containment in the event of a spill or discharges to or near critical areas or from LUHPPL;
  - Training for staff or personnel involved with implementing Long-Term Pollution Prevention Plan;
  - List of Emergency contacts for implementing Long-Term Pollution Prevention Plan.
- A Long-Term Pollution Prevention Plan is attached to Stormwater Report and is included as an attachment to the Wetlands Notice of Intent.
  - Treatment BMPs subject to the 44% TSS removal pretreatment requirement and the one inch rule for calculating the water quality volume are included, and discharge:
    - is within the Zone II or Interim Wellhead Protection Area
    - is near or to other critical areas
    - is within soils with a rapid infiltration rate (greater than 2.4 inches per hour)
    - involves runoff from land uses with higher potential pollutant loads.
  - The Required Water Quality Volume is reduced through use of the LID site Design Credits.
  - Calculations documenting that the treatment train meets the 80% TSS removal requirement and, if applicable, the 44% TSS removal pretreatment requirement, are provided.



# Checklist for Stormwater Report

## Checklist (continued)

### Standard 4: Water Quality (continued)

- The BMP is sized (and calculations provided) based on:
  - The ½" or 1" Water Quality Volume or
  - The equivalent flow rate associated with the Water Quality Volume and documentation is provided showing that the BMP treats the required water quality volume.
- The applicant proposes to use proprietary BMPs, and documentation supporting use of proprietary BMP and proposed TSS removal rate is provided. This documentation may be in the form of the proprietary BMP checklist found in Volume 2, Chapter 4 of the Massachusetts Stormwater Handbook and submitting copies of the TARP Report, STEP Report, and/or other third party studies verifying performance of the proprietary BMPs.
- A TMDL exists that indicates a need to reduce pollutants other than TSS and documentation showing that the BMPs selected are consistent with the TMDL is provided.

### Standard 5: Land Uses With Higher Potential Pollutant Loads (LUHPPLs)

- The NPDES Multi-Sector General Permit covers the land use and the Stormwater Pollution Prevention Plan (SWPPP) has been included with the Stormwater Report.
- The NPDES Multi-Sector General Permit covers the land use and the SWPPP will be submitted *prior to* the discharge of stormwater to the post-construction stormwater BMPs.
- The NPDES Multi-Sector General Permit does *not* cover the land use.
- LUHPPLs are located at the site and industry specific source control and pollution prevention measures have been proposed to reduce or eliminate the exposure of LUHPPLs to rain, snow, snow melt and runoff, and been included in the long term Pollution Prevention Plan.
- All exposure has been eliminated.
- All exposure has *not* been eliminated and all BMPs selected are on MassDEP LUHPPL list.
- The LUHPPL has the potential to generate runoff with moderate to higher concentrations of oil and grease (e.g. all parking lots with >1000 vehicle trips per day) and the treatment train includes an oil grit separator, a filtering bioretention area, a sand filter or equivalent.

### Standard 6: Critical Areas

- The discharge is near or to a critical area and the treatment train includes only BMPs that MassDEP has approved for stormwater discharges to or near that particular class of critical area.
- Critical areas and BMPs are identified in the Stormwater Report.



# Checklist for Stormwater Report

## Checklist (continued)

### Standard 7: Redevelopments and Other Projects Subject to the Standards only to the maximum extent practicable

- The project is subject to the Stormwater Management Standards only to the maximum Extent Practicable as a:
  - Limited Project
  - Small Residential Projects: 5-9 single family houses or 5-9 units in a multi-family development provided there is no discharge that may potentially affect a critical area.
  - Small Residential Projects: 2-4 single family houses or 2-4 units in a multi-family development with a discharge to a critical area
  - Marina and/or boatyard provided the hull painting, service and maintenance areas are protected from exposure to rain, snow, snow melt and runoff
  - Bike Path and/or Foot Path
  - Redevelopment Project
  - Redevelopment portion of mix of new and redevelopment.
- Certain standards are not fully met (Standard No. 1, 8, 9, and 10 must always be fully met) and an explanation of why these standards are not met is contained in the Stormwater Report.
- The project involves redevelopment and a description of all measures that have been taken to improve existing conditions is provided in the Stormwater Report. The redevelopment checklist found in Volume 2 Chapter 3 of the Massachusetts Stormwater Handbook may be used to document that the proposed stormwater management system (a) complies with Standards 2, 3 and the pretreatment and structural BMP requirements of Standards 4-6 to the maximum extent practicable and (b) improves existing conditions.

### Standard 8: Construction Period Pollution Prevention and Erosion and Sedimentation Control

A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan must include the following information:

- Narrative;
  - Construction Period Operation and Maintenance Plan;
  - Names of Persons or Entity Responsible for Plan Compliance;
  - Construction Period Pollution Prevention Measures;
  - Erosion and Sedimentation Control Plan Drawings;
  - Detail drawings and specifications for erosion control BMPs, including sizing calculations;
  - Vegetation Planning;
  - Site Development Plan;
  - Construction Sequencing Plan;
  - Sequencing of Erosion and Sedimentation Controls;
  - Operation and Maintenance of Erosion and Sedimentation Controls;
  - Inspection Schedule;
  - Maintenance Schedule;
  - Inspection and Maintenance Log Form.
- A Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan containing the information set forth above has been included in the Stormwater Report.





# Checklist for Stormwater Report

## Checklist (continued)

### Standard 8: Construction Period Pollution Prevention and Erosion and Sedimentation Control (continued)

- The project is highly complex and information is included in the Stormwater Report that explains why it is not possible to submit the Construction Period Pollution Prevention and Erosion and Sedimentation Control Plan with the application. A Construction Period Pollution Prevention and Erosion and Sedimentation Control has **not** been included in the Stormwater Report but will be submitted **before** land disturbance begins.
- The project is **not** covered by a NPDES Construction General Permit.
- The project is covered by a NPDES Construction General Permit and a copy of the SWPPP is in the Stormwater Report.
- The project is covered by a NPDES Construction General Permit but no SWPPP been submitted. The SWPPP will be submitted BEFORE land disturbance begins.

### Standard 9: Operation and Maintenance Plan

- The Post Construction Operation and Maintenance Plan is included in the Stormwater Report and includes the following information:
  - Name of the stormwater management system owners;
  - Party responsible for operation and maintenance;
  - Schedule for implementation of routine and non-routine maintenance tasks;
  - Plan showing the location of all stormwater BMPs maintenance access areas;
  - Description and delineation of public safety features;
  - Estimated operation and maintenance budget; and
  - Operation and Maintenance Log Form.
- The responsible party is **not** the owner of the parcel where the BMP is located and the Stormwater Report includes the following submissions:
  - A copy of the legal instrument (deed, homeowner's association, utility trust or other legal entity) that establishes the terms of and legal responsibility for the operation and maintenance of the project site stormwater BMPs;
  - A plan and easement deed that allows site access for the legal entity to operate and maintain BMP functions.

### Standard 10: Prohibition of Illicit Discharges

- The Long-Term Pollution Prevention Plan includes measures to prevent illicit discharges;
- An Illicit Discharge Compliance Statement is attached;
- NO Illicit Discharge Compliance Statement is attached but will be submitted **prior to** the discharge of any stormwater to post-construction BMPs.

# Stormwater Pollution Prevention Plan (SWPPP)

For

910 Main Affordable Housing

October 2018



White Engineering, Inc.  
55 South Merriam Street  
Pittsfield, MA 01201  
(P) 413-443-8011  
(F) 413-443-8012  
[bwhite@whiteeng.com](mailto:bwhite@whiteeng.com)

**Stormwater Pollution Prevention Plan**  
**Prepared for**  
**910 Main Affordable Housing**

This project involves the demolition of an existing single family home and the construction of five free standing structures to provide a total of 49 rental units, associated parking, utilities, walking paths and amenities such as an ornamental garden and community garden. The buildable area is approximately 2 acres and is bound by South Main Street on the East, side property boundaries on the North and South and the top of a steep drop-off as the limit along the West side. Further west beyond the toe of slope is bordering vegetated wetlands.

The order of activities will be as follows:

1. Mark and cut trees to be removed. Trees cut on steep bank shall not have stumps removed
2. Install tree protection around trees to be preserved through construction
3. Install all required silt fencing and straw bales around the perimeter of the work area
4. Installation of construction entrances at the proposed curb cut locations
5. Disconnection of all utilities serving the existing structure
6. Demolition of the existing structure following all rules and regulations pertaining to building demolition
7. Excavation of the foundation and foundation drain daylight for Buildings A, B & C.
8. Pour the building foundations and backfill
9. Rough grading around the proposed buildings
10. Framing and construction of the Building A, B & C
11. Excavation and construction of the proposed parking lot to construct the subsurface chamber bed system along with deep sump catch basins, Stormceptor and pump basins for roof runoff for buildings A & C. Upon installation of all structures in the parking lot the lines tying into catch basins will be installed and stubbed off at the building corners in preparation for eventual connection of roof leaders to the pump basin. Overflow from chambers to be tied into town catch basin
12. Installation of water and sewer service to be coordinated with parking lot construction
13. Rough excavation for wall, foundation for Buildings D& E as well as their footing drain daylight points.
14. Rough grading around the proposed buildings
15. Framing and construction of the Buildings D&E
16. Excavation and construction of the proposed parking lot to construct the subsurface chamber bed system along with deep sump catch basins, Stormceptor and pump basins for roof runoff for buildings D&E. Upon installation of all structures in the parking lot the lines tying into catch basins will be installed and stubbed off at the building corners in preparation for eventual connection of roof leaders to the pump basin. Overflow from chambers to be tied into town drainage system
17. Installation of water and sewer utilities for Buildings D&E will be coordinated with parking lot construction
18. Construction of walkways
19. Final loam and seed of all disturbed areas
20. Final landscaping

Of the disturbed areas on-site, a stockpile area shall have additional straw bales placed around the base of the stockpiles and be tarped.

**Illicit Discharge Statement**

There will be no illicit discharges on-site and into the stormwater management system.

#### **Controls:**

**Temporary Stabilization** - Topsoil stock pile areas and disturbed portions of the site where construction activity temporarily ceases for at least 21 days will be stabilized with temporary seed and mulch no later than 7 days from the last construction activity in that area. The temporary seed shall be erosion seed mix, as specified in Mass Highway Standard Specifications for Highways and Bridges, M6.03.1, applied at the rate of 100 pounds per acre. After seeding, each area shall be mulched with 4,000 pounds per acre of straw. Areas of the site which are to be paved will be temporarily stabilized by applying geotextile fabric and stone sub-base until bituminous pavement can be applied.

**Permanent Stabilization** - Disturbed portions of the site where construction activities permanently cease shall be stabilized with permanent seed no later than 7 days after the last construction activity. The permanent seed shall be seed mix for grassplots and islands, as specified in Mass Highway Standard Specifications for Highways and Bridges, M6.03.0, applied at the rate of 100 pounds per acre. After seeding, each area shall be mulched with 4,000 pounds per acre of straw.

**Construction Entrance** - A stabilized construction entrance shall be installed in the gravel driveway just beyond the curb cut into the site to help reduce vehicle tracking of sediments onto public ways. Streets adjacent to the site entrance will be inspected weekly, and swept monthly to remove any excess mud, dirt or rock tracked from the site. Should the weekly inspections reveal excess accumulation on abutting roadways, the roadways will be swept within one week from the date of discovery. Dump trucks hauling material from the construction site will be covered with a tarpaulin to prevent fugitive materials.

**Storm Water Management** - Runoff, including that which will be generated from the installation of new impervious surfaces as well as that which will be intercepted by the placement of impervious surfaces including roadways, structures and driveways, will flow through a, primarily, open drainage system. Once storm water has been collected, it will be routed through storm water control structures. These structures include: vegetated swales, sediment forebay, deep sumps and an infiltration basin. The design objective of the storm-water management system is to insure that potential on-site impacts from flooding or erosions due to the proposed development are mitigated. There are no anticipated off-site impacts.

Annual recharge rates at the site are improved by the roof runoff being filtered through splash breaks and the inclusion of stormwater BMP's. The ability to maintain or exceed current recharge rates will be achieved by the infiltration of treated runoff in the infiltration beds. The proposed plan allows for all stormwater run-off originating from road surfaces to pass through Stormceptors prior to discharge. A small portion of the road will allow for runoff from the gravel road to flow overland with the meadow acting as a vegetative filter strip.

The stormwater management system is designed to remove 80% of the average annual load of total suspended solids. This standard will be met by deep sump catch basins, Stormceptor units and underground infiltration beds.

Erosion and sedimentation controls shall be installed prior to commencement of work to prevent impacts during construction.

#### **Other Controls:**

**Waste Materials** - All waste will be collected, stored and disposed of properly so as not to pollute the construction site. Any such disposal shall be removed by a licensed solid waste management company. If

deemed required, a dumpster shall be located at the site and shall meet all local and state regulations. The dumpster will be emptied a minimum of once a week or more often, if necessary. No construction waste material shall be permitted to be buried on site. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the site trailer and the individual, who manages the day to day on site operations, will be responsible for seeing that these practices are followed.

**Hazardous Waste** - All hazardous waste materials will be disposed of in a manner specified by local or state regulations or by the manufacturer. Site personnel will be instructed in these practices and the individual who manages day-to-day site operations will be responsible for seeing that these practices are followed.

**Sanitary Waste** - All sanitary waste will be collected from the portable units a minimum of once per week by a licensed sanitary waste management contractor, as required by local regulation.

**Maintenance and Inspections** - The following are the minimum requirements for maintenance and inspection of the above controls to insure that they are functioning properly as intended and to ensure that if additional measures are required that they are installed when the need arises.

- All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater. If no rain gauge is present on-site then inspections shall be following any storm event.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report. Sufficient stockpiles of controls shall be kept on-site in reserve in the event that immediate repair is required.
- Built up sediment will be removed from silt fence when it has reached a 6-inch height of the fence. In the case of hay bale barriers it is preferable to place a second row of bales or fence upstream of the first row when the sediment reaches the specified level.
- Silt fence/straw bale barriers will be inspected for depth of sediment, tears, gaps, etc. and to see if the fabric or bales are secure and firmly in the ground.
- Temporary and permanent seeding and planting will be inspected for bare spots, washouts and healthy growth initially on a daily basis until growth is established and weekly thereafter until fully established.
- Maintenance and inspection reports shall be kept and a copy of the report retained on-site. The form shall state the date of inspection or maintenance with a sketch of the area and activity along with responsibility of required actions and follow up dates, and completion due dates.
- Individuals shall be designated responsible for inspections, maintenance, repair activities, and filling out the inspection and maintenance report. These individuals shall be properly trained in the designated areas.

**Inventory for Pollution Prevention Plan:**

The materials or substances listed below are expected to be present onsite during construction:

- Concrete
- Metal reinforcement bars
- Asphalt
- Petroleum base products
- Solvents
- Adhesives

**Material Management Practices:**

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

**Good Housekeeping:**

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The onsite superintendent will inspect daily to ensure proper use and disposal of materials onsite.

**Hazardous Products:**

These practices are used to reduce the risk associated with hazardous materials.

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information. MSDS's will be available onsite in the event of an emergency. If materials are transferred to another container it will be labeled accordingly.
- If surplus product must be disposed of, manufacturers' or local and state recommended methods for proper disposal will be followed.

**Product Specific Practices:**

The following product specific practices will be followed onsite:

**Petroleum Products:**

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which are clearly labeled. Any asphalt substance used onsite will be applied according to the manufacturer's recommendations.

**Concrete Trucks:**

Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site.

**Spill Control Practices:**

In addition to the good housekeeping and management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include but not limited to brooms, dust pans, mops, rags, gloves, goggles, kitty liter, sand, sawdust, and plastic and metal trash containers specifically for this purpose

- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance
- Spills of a toxic or hazardous material will be reported to the appropriate State or local government agency, regardless of the size.
- The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- The site superintendent responsible for the day-to-day site operations will be the spill prevention and cleanup coordinator. He/She will designate at least three other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite.

**Post Construction Requirements:**

910 Housing, Inc. will be responsible for the ongoing maintenance and inspection of the proposed system. Ongoing tasks that they will be responsible for include:

- Pumping of the Stormceptors on a semi-annual basis per the Massachusetts Strategic Envirotechnology Partnership (STEP). The depth of sediment shall be measured during the first few cleanings to compare the sediment depth vs. the recommended depth of cleaning which is 1.5' depth
- Deep sump catch basins shall be pumped at the same time as the Stormceptors with measurements taken during the first pumping

After any single rain event which yields the 2 Year Storm or any series of rain events within a short period of time, the deep catch basin sumps should be inspected and cleaned if necessary. If for some reason this amount of rain has not occurred, the sumps shall be cleaned quarterly. Without this cleaning, the infiltration trenches will become clogged and eventually fail. While cleaning the sumps, the infiltration beds should be inspected to ensure there is no standing water in them. If there is any standing water present hours after the storm has ended, the chambers will need further maintenance.

Any questions with regards to this plan may be directed to Brent M. White, MCE, PE at White Engineering, Inc.

Included with this document are the following:

- Final Design Drawing Set
- Blank Inspection Report
- Stormwater Management Report

Construction Inspection form for 910 Main Affordable Housing

Prepared By:

White Engineering, Inc.

Inspector: \_\_\_\_\_

Date: \_\_\_\_\_

Weather Conditions: \_\_\_\_\_

Purpose for  
Inspection: \_\_\_\_\_  
\_\_\_\_\_

Items/Activity  
Inspected: \_\_\_\_\_  
\_\_\_\_\_

Items Found in  
Compliance: \_\_\_\_\_  
\_\_\_\_\_

Items Found needing  
Repair: \_\_\_\_\_  
\_\_\_\_\_

If Yes, was corrective action taken: Y / N

If No, expected timeline for completion of  
tasks: \_\_\_\_\_  
\_\_\_\_\_





Town of Great Barrington Select Board  
334 Main Street  
Great Barrington, MA. 01230

SB Nov. 26/18  
Meeting Agenda

Dear Select Board,

Once again, we'd like to get the towns permission to host our 10<sup>th</sup> annual Holiday Shop, Sip & Stroll, on Saturday December 8, 2018. We do have a few changes this year. Here is what we would like permission for:

- We would like to hang our banner on the Mercer building at the base of Railroad Street, sometime during the week of Nov 26<sup>th</sup>. The banner will be removed the week after the event.
- *Hookers* Street vendors will begin setting up at 2pm, vendors open at 4pm. Most vendors will be in the 1<sup>st</sup> Congregational parking lot. We will be blocking the Main Street entrance of the TD Bank parking lot. A few sponsor booths will be throughout town.
- We would like to CLOSE the left side of Railroad Street. We have weighted buckets that we can run up the left side of Railroad Street with roping allowing us to use the left side parking spaces and an 8-foot walkway safety. This still leaves a 13' driving lane and the parking on the right side. Salisbury Bank would like to be at the base of Railroad Street on the sidewalk next to the Mercer building. (TP Saddleblanket). We will have SBCC non-profit members spreading good cheer up the left side of Railroad Street. Roping can be easily moved out of the way in case of emergency.
- The hay wagon will drop Santa at the base of Railroad Street at 4:30pm. Then will take a its route up around Railroad street to Elm then onto Main Street. We will need 4 parking spots at the top left side of Railroad Street.
- Same as last year, we are extending the event down to the Mason Library and Berkshire Bank, the only place we seem to have issues with crossing is at the Railroad and Main Street crosswalk so one officers would be appropriate.
- We would like to have the wood carver in front of the town hall, roping off the parking spots on the right side. We will cone and rope off earlier in the day. We also will need to use the power from the town hall for flood lights and to light the Menorah and holiday trees. For safety, we will block that entrance.
- We would like permission to have shed delivered to the two parking spots in front of Subway sometime during Friday the 7<sup>th</sup>. Our new activity "Gingerbread House Decorating" will be housed in that shed. We will need to use the event outlets for power. The shed will be removed by Monday.
- All activities will continue and lead up to the lighting of the menorah and holiday tree on the lawn of the town hall at 7:05pm.
- Our finally of fireworks at 7:15-7:30pm (Check Activities list attached)
- Due to the removal of one of the Holiday Trees from the lawn of the Town Hall we have decided to do batterie operated luminaries in memory of loved ones. People will be able to buy the luminaries and write their loved one's names on the bag. We would like to place them going up and around the front drive of the Town Hall.

- We would like help from the town DPW and town employees to check and fix the lighting on the remaining town tree (front lawn of town hall) with new lights and make sure they are ready to go for the evening of the stroll. Along with the tree that will go up for the evening in front of the Town Hall.
- We will be cleaning up all Stroll items on the following Sunday & Monday. We would ask for help from the town with garbage, holiday trees and wood chip clean-up at the Town Hall.

Thank you

Betsy Andrus



**TOWN OF GREAT BARRINGTON**  
**Temporary Weekday Entertainment License Application**  
**\$25.00 per day**

The undersigned hereby applies for a license in accordance with the provisions of MA General Laws, Ch.140 Sec.183A amended, Ch.351, Sec.85 of Acts of 1981 and Ch.140 Sec.181.

Name: Betsy Andrus  
Business/Organization: Southern Berkshire chamber  
D/B/A (if applicable): \_\_\_\_\_  
Address: 40 Railroad Str. Gt Barr. Ma.  
Mailing Address: PO Box 810 01230  
Phone Number: 528-4284 - cell 413 329-6784  
Email: betsy@southernberkshirechamber.com

**TYPE:** (Check all that apply)  Concert  Dance  Exhibition  Cabaret  DJ  
 Live band with up to \_\_\_ pieces, including singers  Public Show  
 Other (please explain) stroll

**INCLUDES:**  Live music  Recorded music  Dancing by entertainers/ performers  
 Dancing by patrons  Amplification system  Theatrical exhibition  
 Floorshow  Play  Moving picture show  Light show  Jukebox  
 Other (please explain) \_\_\_\_\_

As part of the entertainment, will any person be permitted to appear on the premises in any manner or attire as to expose to public view any portion of the pubic area, anus, or genitals, or any simulation thereof, or whether any person will be permitted to appear on the premises in any manner or attire as to expose to public view a portion of the breast below the top of the areola, or any simulation thereof? (M.G.L.Chp.140 Sec.183A)

— YES

NO

Please circle: **INDOOR** or **OUTDOOR** Entertainment

Exact Location of Entertainment (include sketch): from BCC to Bencheshire Bank / Mason Library.

Date(s) of Entertainment\*: Saturday, Dec. 8, 2018  
\*Does not include SUNDAY

Start & End Times of Entertainment: Setup - 10am - Strail 3 - 8:30pm  
Clean-up - 10pm + Sunday

**Does your event involve any of the following? (Check all that apply)**

- Food
- Temporary Bathrooms
- Tents
- Stages
- Temporary Signs
- Electrical Permits
- Building Permits
- Police Traffic Details
- Street Closures

**ALL entertainment licenses will be reviewed by the Design Review Team (DRT), which is comprised of several Town departments, for comments/concerns on this application.**

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

[Signature] 11.9.18 \_\_\_\_\_  
 Signature of Individual or Date SS# or FID#  
 Corporate Officer

**TOWN USE ONLY:**

DRT Review with Conditions: \_\_\_\_\_

\_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

LICENSE # \_\_\_\_\_

## Helen Kuziemko

---

**From:** Chris Rembold  
**Sent:** Friday, November 16, 2018 2:32 PM  
**To:** Helen Kuziemko; Amy Pulver  
**Subject:** 2018 Holiday Stroll

The DRT staff reviewed the proposed Holiday Stroll at our meeting on the 13<sup>th</sup>. We have no objections to it.

Chris

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

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**From:** Betsy Andrus [<mailto:betsy@southernberkshirechamber.com>]  
**Sent:** Friday, November 09, 2018 1:03 PM  
**To:** Helen Kuziemko; Chris Rembold  
**Subject:** 2018 Holiday Stroll

Here is the info for the Stroll. I am working on the event drawing, I'll send it over.

*Betsy Andrus*

**Southern Berkshire Chamber of Commerce**

40 Railroad Street Suite 2

Great Barrington, Ma. 01230

413-528-4284

413-329-6784 cell

[betsy@southernberkshirechamber.com](mailto:betsy@southernberkshirechamber.com)

The Southern Berkshire Chamber of Commerce  
**Holiday Shop, Sip & Stroll**  
SALISBURY BANK | enriching

Saturday, December 8, 2018

Downtown Great Barrington



**2-8:30pm Charlie's Holiday Model Railroad**

Saint James Place sponsored by Saint James Place

**3-4:00 pm Story Hour**

Mason Library sponsored by Mason Library

**4-7:30 pm Welcome! - join Event Sponsor Salisbury Bank**

Base of Railroad Street

**4-7:30 pm Store-to-Store Raffle**

Downtown GB Participating Stores

**4:00 pm Stroll Activities**

- **Face Painting**- Lee Bank Lobby, sponsored by Lee Bank
- **Gingerbread House Decorating**- Shed at corner of Bridge & Main sponsored by Berkshire Food Coop
- **Letters to Santa** - Fuel Coffee Shop, sponsored by Kwik Print
- **Railroad Street Holiday Cheer!**- Area non-profits spreading holiday cheer!
- **Rudolf's Way** - Berkshire Bank Entrance sponsored by The Sheffield Kiwanis
- **Kid's Games** - Pittsfield Coop Bank sponsored by
- **Holiday Tree Walk** - Throughout Town sponsored by
- **Live Window** - Throughout Town sponsored by Iredale Mineral Cosmetics
- **Holiday Hayride** - Base of Railroad Street sponsored by Taft Farms
- **Adult Wreath Making** - Barrington Place Lobby sponsored by Wards Nursery  
Instructed by: ExtraSpecialTeas
- **Kids Crafts** - 1st Congregational Parish Hall sponsored by CHP
- **North Pole Lane** - Barrington House Lobby sponsored by
- **Photo Cutouts** - Downtown GB sponsored by Greylock Federal Credit Union
- **Street Vendors/ Bonfire** - 1st Congregational Parking Lot sponsored by Mod Pots & Plants

**4:30 pm Santa Arrives**

Base of Railroad Street

**4:30 pm Character Parade with Santa**

Beginning at Railroad Street sponsored by Larkin Ltd.

**4:45 - 6:45 pm Visit with Santa**

Berkshire Bank Lobby sponsored by Berkshire Bank

**6:50 pm Menorah & Tree Lighting**

Town Hall Steps sponsored by Pittsfield Coop Bank

**7:15 pm Fireworks**

Downtown GB sponsored by

**7:45 pm A Ceremony of Carols**

Saint James Place sponsored by The Berkshire Childrens Chorus

Event restrooms - Saint James Place

**Stroll Program** sponsored by The Shopper's Guide

**Live Radio Broadcast** sponsored by WSBS Radio

# HUNTER & GRAZIANO, P.C.

Attorneys at Law

Ten Park Place, Post Office Box 337  
Lee, Massachusetts 01238

Don C. Hunter  
John W. Graziano\*  
\*Also Admitted In N.Y.

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www.berkshirelawyers.com

RECEIVED  
TOWN MANAGER

AUG 21 2018

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

August 17, 2018

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

Re: Stockbridge Road, Great Barrington, MA  
Swann Real Estate Trust

Dear Sirs and Madam:

This office represents Swann Real Estate Trust in the proposed sale of Chapter 61 land situated in the Town of Great Barrington. I have enclosed a copy of the purchase and sale agreement for your review:

The following is pertinent information regarding the property:

Address of the property is Stockbridge Road, Great Barrington, MA  
Assessors Map 35, Parcel 9 and Parcel 20a (copy enclosed)  
Acreage -- Map 35 -- Parcel 9 29.82 acres and Map 35 -- Parcel 20a 3.51 acres  
for a total of 33.33 acres

Owner is Swann Real Estate Trust, Post Office Box 1245, Stockbridge, MA 01262

Buyer is Chris Williams, LLC (Chris Williams, Manager) 134 Great Barrington Road, West Stockbridge, MA 01266

The sale price of the property is \$340,000.00 .


It is our understanding that you will acknowledge receipt of the notice, marking the start of the 120 day period for the town to exercise its Right of First Refusal, transfer it to a conservation organization, or relinquish its right.

Board of Selectmen  
Town of Great Barrington  
August 17, 2018  
Page Two

We look forward to hearing from you. If you need any additional information please contact me.

Thank you.

Sincerely,

  
John W. Graziano, Esq.  
[John@berkshirelawyers.com](mailto:John@berkshirelawyers.com)

/paf

Enclosures

Copies to: Town of Great Barrington Planning Board  
Town of Great Barrington Board of Assessors  
Town of Great Barrington Conservation Commission  
Commonwealth of Massachusetts, State Forester  
Swann Real Estate Trust  
Michael J. Considine, Esq.

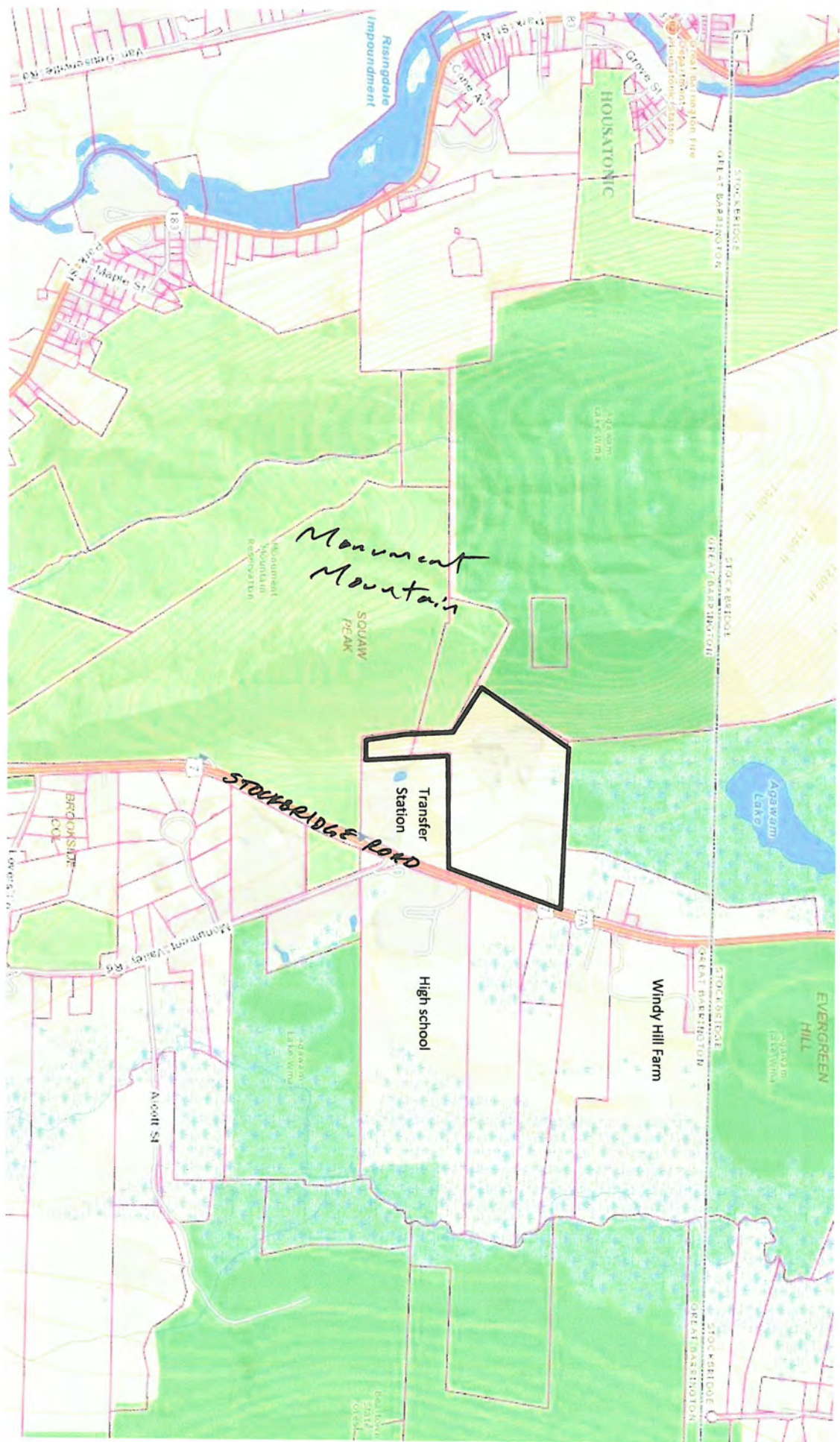
CERTIFIED MAIL  
RETURN RECEIPT REQUESTED Board of Selectmen

FIRST CLASS MAIL  
POSTAGE PREPAID

Town of Great Barrington Planning Board  
Town of Great Barrington Board of Assessors  
Town of Great Barrington Conservation Commission  
Commonwealth of Massachusetts, State Forester  
Swann Real Estate Trust  
Michael J. Considine, Esq.



671 Stockbridge Road



**PURCHASE AND SALE AGREEMENT**

<b>1. PARTIES:</b>	<b>SELLER(S)</b>	<b>BUYER(S)</b>
Name(s)	<u>SWANN REAL ESTATE TRUST</u>	<u>CHRIS WILLIAMS LLC</u>
Address	<u>P O Box 1245</u> <u>Stockbridge, MA 01262</u>	<u>134 Great Barrington Road</u> <u>West Stockbridge, MA 01266</u>

2. **DESCRIPTION:** Subject to the terms and conditions hereinafter set forth, the SELLER agrees to sell and the BUYER agrees to buy SELLER'S real property located at 671 Stockbridge Road, Great Barrington, MA 01230 as more particularly described in a deed dated 4/7/72 and recorded in the Southern Berkshire County Registry of Deeds in Book 381, Page 53, or Land Court Certificate # \_\_\_\_\_ Assessor's Map # \_\_\_\_\_ Section # \_\_\_\_\_ Lot # \_\_\_\_\_ (the "Premises").

3. **PURCHASE PRICE:** For the Premises, BUYER shall pay the "Purchase Price" sum of .....\$ \$340,000.00 of which an initial deposit has been paid this day in the amount of .....\$ \$20,000.00 and an addition deposit will be paid within n/a days in the amount of .....\$ \$0.00 resulting in a balance to be paid in the amount of .....\$ \$320,000.00 in cash, wired funds, or by certified / bank check at the Closing.

3.1 Escrow. All deposits are to be held by the Seller's Attorney ("Escrow Agent") in a non-interest bearing escrow account, unless otherwise specified herein.

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

- 4.1 Mortgage: Amt: see par. 35 Rate: prev Type: Variable Pts: 0 Yrs: 20
- 4.2 Mortgage / Insurance Application Date: ..... within 10 days of signed acceptance by SELLER
- 4.3 Mortgage / Insurance Contingency Date: ..... within 45 days of signed acceptance by SELLER
- 4.4 Inspection Contingency Date: ..... within n/a days of signed acceptance by SELLER
- 4.5 Septic System Inspection Date: (if applicable) ..... within n/a days of signed acceptance by SELLER

5. **CLOSING DATE:** The Deed is to be delivered and the Purchase Price paid on 9/14/18 at 2:00 p.m. (the "Closing Date") at the appropriate Registry of Deeds or such other location within the county in which the Premises is located, as specified by BUYER.

6. **MORTGAGE / INSURANCE CONTINGENCY:** The Buyer's obligations under this Agreement are contingent upon the Buyer's obtaining a written commitment letter from a conventional mortgage lender for a loan consistent with the contingency term used and the BUYER'S satisfaction with the insurability of the property consistent with the mortgage requirements in purchasing the premises. Should the Buyer be unable to obtain such a commitment letter or satisfactory insurance binder despite diligent efforts, Buyer may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney, no later than 5:00 p.m. on the Mortgage / Insurance Contingency Date, whereupon all obligations of the parties under this Agreement shall cease and Buyer's deposits shall be promptly returned in full. Buyer's failure to (a) give such written notice or (b) make a good faith mortgage or insurance application by the Mortgage /Insurance Application Date shall be a waiver of the Buyer's right to cancel under this Paragraph. If the Buyer cancels the agreement, BUYER shall attach a copy of the applicable denial letter to BUYER's cancellation notice.

7. **INSPECTION CONTINGENCY:** ~~The BUYER'S obligations hereunder are contingent upon BUYER'S receipt, prior to 5:00 p.m. on the Inspection Contingency Date, of written home inspection reports on the Premises satisfactory to the BUYER. Such reports may, at BUYER'S option and expense, include but are not limited to: inspections for structural and mechanical matters, pests, including wood-boring insects, lead paint, mold, asbestos, radon gas, other hazardous substances, underground tanks, septic system, well water and environmental conditions. Should the results of any such test be unsatisfactory to BUYER, BUYER may cancel this Agreement by written notice received by the Listing Broker or Seller's Attorney no later than 5:00 p.m. on the~~

SELLER(S) Initials \_\_\_\_\_ BUYER'S Initials CW pg 1 of 6

~~Inspection Contingency Date, whereupon all obligations of the parties shall cease and BUYER'S deposits shall be promptly returned in full. BUYER'S failure to give such notice shall be a waiver of BUYER'S right to cancel under this Paragraph. The BUYER and BUYER'S consultants shall have the right of access to the Premises for the purpose of conducting a home inspection, at reasonable times, upon twenty-four (24) hours advance notice to the SELLER's Agent. In consideration of Buyer's right to inspect and terminate, BUYER acknowledges that by accepting the deed BUYER accepts the condition of the Premises and releases the SELLER, SELLER's Agents and BUYER's Agents (which include the Selling and Listing Brokers), from any and all liability relating to any defects in the Premises including, without limitation, water seepage from any source.~~

▶ **8. SEWAGE DISPOSAL / SEPTIC SYSTEM:** The SELLER represents that the Premises is not connected to a municipal sewer system. ~~If the premise is not connected to a municipal sewer system, SELLER represents that the Premise is served by a septic system located entirely within the boundaries of the Premises, to the best of their knowledge. The SELLER shall engage a licensed Septic Inspector to perform a System Inspection and to issue a Septic System Report (the "Report") and deliver the Report to the BUYER on or before the Septic System Inspection Date as defined in paragraph 4.5. Should the Report indicate that the system is a "failed system" as defined by Title 5 of the State Environmental Code (310 CMR 15.361) the BUYER may, within 3 days of receipt of report, cancel this Agreement, and all deposits shall be returned to the BUYER.~~

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

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

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

Excluded items: \_\_\_\_\_

**12. ADJUSTMENTS:** Current real estate taxes, water rates, sewer use charges and fuel are to be apportioned as of the Closing Date. Rents are to be apportioned only for the month in which the closing occurs and only when collected by either party. Unpaid rents due SELLER from months prior to the month of the Closing Date, shall be the responsibility of the SELLER to collect. If the real estate tax rate is not set as of the Closing Date, the apportionment of real estate taxes shall be made on the basis of the tax assessed for the most recent preceding year, with a readjustment at the request of either party, when the amount of the current year's tax is set. If the amount of the tax is reduced by abatement, the rebate, less the reasonable cost of obtaining it, shall be apportioned between the parties.

*Handwritten initials: JS*

▶ **13. BETTERMENT ASSESSMENTS:** SELLER represents that the property is not subject to a betterment assessment. If the property is subject to a betterment assessment, the SELLER agrees to pay the total outstanding betterment assessment at the closing unless the Buyer agrees to purchase the property subject to, and assumes the payment of the betterment assessment.

▶ **14. TITLE:** The Premises shall be conveyed by a good and sufficient quitclaim deed unless otherwise specified herein (accompanied by a Certificate of Title, if registered), conveying a good, clear record, marketable and insurable title, free of all encumbrances and exceptions, except

- a) Real Estate Taxes assessed or to be assessed on the Premises to the extent that such taxes then are not yet due and payable.

SELLER(S) Initials \_\_\_\_\_ BUYER'S Initials: CW pg 2 of 6

- b) Federal, state, and local laws, ordinances, by-laws, and rules regulating the use of land, particularly environmental, building, zoning, health, rent control, and condominium conversion laws, if any, applicable as of the date of this Agreement, provided that as of the Closing Date, the Premises may be used as of right for single family residential use or, if the Premises is/is not a single family residence, the Premises may be used as of right for \_\_\_\_\_
- c) Existing rights, if any, in party or partition walls; and
- d) Utility easements in the adjoining ways.

**15. USE OF PROCEEDS TO CLEAR TITLE:** To enable SELLER to make conveyance as herein provided, the SELLER may at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, all instruments so procured to be recorded simultaneously with the delivery of said deed or at such later time as shall be reasonably acceptable to BUYER, and provided further, with respect to discharges or mortgages from insurance companies, banks and credit unions, such discharges may be recorded within a reasonable time after the recording of the deed.

**16. EXTENSION:** If, after a reasonable and diligent effort, SELLER is unable to deliver possession as defined in paragraph 9 or convey title of the Premises as required hereunder, upon notice by either party, prior to the Closing Date, this Agreement shall be automatically extended for 30 days (or if BUYER's mortgage commitment sooner expires to a date one business day before the expiration of such commitment). SELLER shall remove all mortgages, attachments and other encumbrances incurred or assumed by SELLER which secure the payment of money, provided the total amount thereof does not exceed the Purchase Price, and SELLER shall use reasonable and diligent efforts to remove other defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof. At the end of the extended period, if all such defects have not been removed, or the SELLER is unable to deliver possession, or the Premises do not conform with the requirements of this Agreement, BUYER may elect to terminate this Agreement and to receive back all deposits, upon receipt of which all obligations of the parties hereto shall cease.

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

▶ **18. WATER:** SELLER represents that the Premises is not served by a municipal water system. ~~If the Premises is not served by a municipal water system, SELLER represents that the Premises is served by either a well / a private water company (strike one).~~ (If a well is present, it is located entirely within the boundaries of the Property and contains no defects known to SELLER)

NS

**19. LEAD PAINT LAW:** BUYER acknowledges that under Massachusetts Law, on homes constructed prior to 1978, and whenever a child under six (6) years of age resides in any premises in which paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said material so as to make it inaccessible to children under six (6) years of age. The BUYER further acknowledges that, prior to the signing of this Agreement, the SELLER and Broker(s) have (a) provided to the BUYER the standard notification form from the Massachusetts Department of Public Health concerning lead paint, the certificate for which BUYER has signed, which is attached hereto; (b) informed the BUYER of the availability of inspections for dangerous levels of lead; and (c) verbally informed the BUYER of the possible presence of dangerous levels of lead and the provisions of the lead paint law and regulations, found in 105 CMR 460.1000. Notwithstanding, SELLER is under no obligation to the BUYER to remove lead paint, which may be present in the Premises.

**20. ASBESTOS:** The BUYER acknowledges that the Department of Public Health has issued regulations governing the maintenance, repair and removal of asbestos material by any owner of real property and that asbestos material is a common insulation material on heating pipes, boilers, and furnaces.

**21. RADON GAS:** Radon gas is a radioactive gas, which occurs naturally in certain areas and may accumulate in some buildings in a high enough concentration to be a potential health hazard.

▶ **22. UNDERGROUND STORAGE TANKS:** The parties acknowledge that the Massachusetts Board of Fire Prevention has issued regulations governing the maintenance, repair, and removal of underground storage tanks to prevent and detect leakage of tank contents into surrounding soil and water supplies. The SELLER hereby discloses that to the best of SELLER's knowledge, there are not one or more underground storage tank(s) at the

Premises. If there are one or more underground tanks at the Premises, the SELLER further discloses that the tanks have not been used within the past six (6) months exclusively for the storage of fuel oil for consumption of the Premises and to the best of the SELLER'S knowledge there has been no release or leakage of oil from such tank(s). If the Premises is not in compliance with 527 CMR 9.00 et seq. and BUYER does not cancel this Agreement, pursuant to paragraph 7, BUYER shall be obligated to purchase the Premises and shall be deemed to have assumed the obligation to bring the Premises into compliance with 527 CMR 9.00 et. seq.

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

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

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

- a) ~~Smoke Detector Certificate of Compliance;~~
- b) ~~Carbon Monoxide Certificate of Compliance;~~
- c) ~~Wood Stove permit, where applicable~~
- d) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER'S title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- e) A bill of sale for all personal property included as part of the sale, if requested by the BUYER,
- f) In the case of new construction, a Certificate of Occupancy and an assignment of any and all builder's, SELLERS, or manufacturer's warranties on the Premises or on any appliances or other property included in the sale.
- g) FNMA Vendor's affidavit FNMA 1099;
- h) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulation issued thereunder, which states, under penalty of perjury, the SELLER'S United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER'S address (the "1445 Affidavit");
- i) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER'S tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding.

**26. RISK OF LOSS-INSURANCE AND DAMAGE PRIOR TO CLOSING:** Prior to the delivery of the Deed, the risk of loss shall be on the SELLER. SELLER shall continue to carry the fire and extended coverage insurance presently maintained on the buildings on the Premises (or, upon the written request of the BUYER, and at the BUYER'S expense, in such greater amount as BUYER may reasonably request). If the Premises is damaged by fire or other casualty prior to the Closing Date, and SELLER has not restored the Premises to their former condition, the BUYER has the option to take an assignment of SELLER'S insurance proceeds or terminate this Agreement. If BUYER elects to purchase, SELLER shall assign all insurance proceeds to BUYER and the Purchase Price shall be reduced by:

- a) the net amount of any insurance proceeds which a mortgagee has applied to the mortgage debt, less any amount reasonable expended by SELLER for partial renovation.
- b) the amount of any insurance proceeds received by SELLER; and
- c) any deductible amount under SELLER'S insurance policy. SELLER will credit BUYER the amount of deductible toward purchase price.

**27. ACCEPTANCE OF DEED:** Acceptance of the deed by BUYER shall be a full performance and shall discharge every agreement and obligation herein except any agreements which by their terms are to be performed after the Closing. THE BUYER FURTHER ACKNOWLEDGES THAT THE BUYER IS PURCHASING THE PREMISES 'AS IS' and BUYER has not relied upon any statements or representations, oral or written, regarding the condition or

value, present or future, of the Premises made either by the SELLER or the SELLERs Agents, which are not otherwise contained in this Agreement and that the SELLER's Agents are acting exclusively upon behalf of the SELLER. All oral or written representations between the parties are merged herein. BUYER further acknowledges it is the BUYER'S responsibility prior to closing to obtain any and all governmental permits for any intended use of the Premises including, but not limited to, health or environmental department, planning or zoning board approvals. SELLER and SELLER'S representative(s) make no representations as to the adequacy of the Premises being conveyed for BUYER'S intended purposes, disclosed or undisclosed.

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

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

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

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

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

**33. AGREEMENT TO MEDIATE DISPUTE OR CLAIMS:** Any dispute or claim arising out of or relating to this Agreement, the breach of this Agreement, or the brokerage services provided in relation to this Agreement shall be submitted to mediation in accordance with the Rules and Procedures of the Homesellers / Homebuyers Dispute Resolution System ("DRS"). Disputes and claims shall specifically include, without limitation, representations made by the SELLER, the BUYER, or the Broker(s) in connection with the sale, purchase, finance, condition, or other aspect of the Premises to which this Agreement pertains, including without limitation, allegations of concealment, misrepresentation, negligence and / or fraud. The mediation conference shall be held within 30 days from the date on which the mediator receives notice of the dispute. If the parties reach a settlement, they shall both sign a settlement agreement. If the parties cannot reach a mutually agreeable settlement, they may arbitrate or litigate the dispute without regard to the mediation procedure. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies shall not constitute a waiver of the right to mediate under this paragraph, nor shall such filing constitute a breach of the duty to mediate. The provisions of this paragraph shall survive the closing.

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

SELLER(S) Initials \_\_\_\_\_ BUYER'S Initials:     CW     pg 5 of 6

35. LICENSEE-CONSUMER RELATIONSHIP: BUYER and SELLER acknowledge that they have been provided with a completed copy of the 'Mandatory Licensee-Consumer Relationship' form, as mandated by the Massachusetts Board of Registration of Real Estate Brokers and Salespersons.

▶ 36. SPECIAL CONDITIONS / ADDENDA:

1. Parties agree that no broker is being used in this transaction.
2. Purchase shall be contingent upon Buyer's obtaining a satisfactory home-equity loan on Buyer's principal residence.
3. Seller agrees to remove and release the premises from existing Ch. 61 Tax Lien status prior to closing and be solely responsible for payment of real estate taxes associated with said removal.
4. This contract is subject to review by attorneys for both parties within five (5) business days of Seller's acceptance.

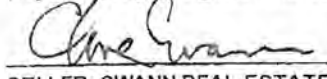
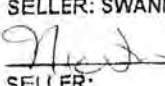
*For insertion of a full back shell contract*

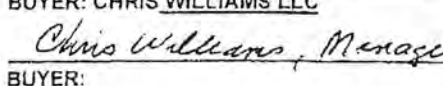
▶ 37. TERMINATION OF OFFER: This offer is subject to acceptance by SELLER by (time) 4 p.m. and (date) 7/25/18, after which time this offer is void and terminated, and deposit paid by BUYER shall be returned.

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

39. FACSIMILE: This agreement may be executed by facsimile, which signatures shall be deemed originals for all purposes. Further, this agreement may be executed in duplicate counterpart originals; with all such counterparts constituting singular binding agreements, notwithstanding the signatories may not have the same counterpart.

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

  
SELLER: SWANN REAL ESTATE TRUST DATE \_\_\_\_\_  
  
 SELLER: \_\_\_\_\_ DATE \_\_\_\_\_  
 John Graziano  
 SELLER's Attorney's Name

Chris Williams LLC 7/20/18  
BUYER: CHRIS WILLIAMS LLC DATE \_\_\_\_\_  
  
 BUYER: \_\_\_\_\_ DATE \_\_\_\_\_  
 Michael J. Considine  
 BUYER's Attorney's Name

FOR REFERENCE: SELLER/SELLER AGENT TO COMPLETE BEFORE RETURNING CONTRACT TO BUYER/BUYER AGENT			
Many dates in this agreement refer to the final signed acceptance date of the seller(s). Please calculate the actual dates of contingencies and deadlines starting from the date of the last seller(s) signature, making sure to include all calendar days and not only business days as paragraph 38 dictates.			
Mortgage / Insurance Application: .....	within <u>10</u> days of signed acceptance by Seller	= on or before	<u>  /  /  </u>
Mortgage / Insurance Contingency: .....	within <u>45</u> days of signed acceptance by Seller	= on or before	<u>  /  /  </u>
Inspection Contingency: .....	within <u>n/a</u> days of signed acceptance by Seller	= on or before	<u>  /  /  </u>
Septic System Inspection: (if applicable) .....	within <u>n/a</u> days of signed acceptance by Seller	= on or before	<u>  /  /  </u>
Second Deposit Due & Payable .....	within <u>n/a</u> days of signed acceptance by Seller	= on or before	<u>  /  /  </u>
Closing Date .....	= on		<u>9/14/18</u>

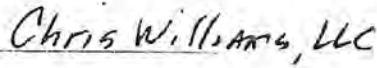

"ADDENDUM A"

SWANN REAL ESTATE TRUST to WILLIAMS, INC.

It is mutually agreed that the following provisions are incorporated into and hereby become a material part of the Purchase and Sale Agreement between the parties referenced above.

- 1. Seller will notify the Town pursuant to C. 61 and seek a waiver of any right of first refusal. Seller will pay any roll back taxes at closing but Buyer will contribute \$5,0000.00 towards same.
- 2. In the event that any provisions of this Addendum shall conflict with provisions of the Purchase and Sale Agreement, the provisions of this Addendum shall control.

  
 \_\_\_\_\_  
 SELLER  


  
 \_\_\_\_\_  
 BUYER  




THIS INSTRUMENT MUST BE DULY FILED FOR RECORD OR REGISTRATION

State Tax Form 17D

GT. BARRINGTON  
Name of City or Town

OFFICE OF THE BOARD OF ASSESSORS  
FOREST LAND TAX LIEN

The Board of Assessors of the city/town of GT. BARRINGTON hereby states that it has accepted and approved the application of JOHN BUTLER SWANN TRUSTEE OF SWANN REAL ESTATE TRUST owner or owners of the hereinafter described land for valuation, assessment and taxation of such land under the provisions of General Laws, Chapter 61 commencing on January 1, 19\_\_

This said land, of 397.1 acres, being managed under an approved Forest Management Plan as shown by State Forester's certificate # CAB-82-1

DESCRIPTION OF LAND

ASSESSOR'S MAP 35 LOT 2 AND 9 DEED BOOK 381 PAGE 53

Statement made this 21<sup>ST</sup> day of DEC., 1981

*[Signature]*  
BOARD OF ASSESSORS

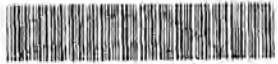
COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE ss. PAUL L. HAMMER dec 21, 1981  
Then personally appeared \_\_\_\_\_, a member of the Board of Assessors of the city/town of GT. BARRINGTON and acknowledged the foregoing instrument to be the free act and deed of the Board of Assessors of GT. BARRINGTON before me, LURE M. Skempit  
Notary Public



December 28, 1981, at 2 o'clock and 55 minutes P.  
Southern Berkshire Registry of Deeds  
Registry District  
Received and entered with \_\_\_\_\_  
Book 502, Page 161, Document No. \_\_\_\_\_ Certificate of Title No. \_\_\_\_\_  
Attest: Katherine B. [Signature]  
Registry

THIS FORM APPROVED BY COMMISSIONER OF REVENUE  
FORM 600 HODDS & WARREN, INC., BOSTON, MASS. REVISED 1981



1981 00502161  
Bk: 502 Pg: 0161 Doc: FLIEN  
Page 1 of 1 12/28/1981 12:00PM

## Helen Kuziemko

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**From:** Chris Rembold  
**Sent:** Thursday, November 15, 2018 12:49 PM  
**To:** Helen Kuziemko; Jennifer Tabakin  
**Cc:** Great Barrington Conservation Commission  
**Subject:** Ch 61 - Swann Property

Jennifer, for the SB 11/26 meeting... We were in close communication with conservation organizations who had expressed an interest in exercising the Right of First Refusal (ROFR) on the Town's behalf. As you can see below, while the interest is strong, there does not seem to be a viable path forward. Therefore assignment of the ROFR is no longer a viable option.

Chris

---

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

**From:** David Santomena [<mailto:dsantomena@thetrustees.org>]  
**Sent:** Wednesday, November 14, 2018 2:57 PM  
**To:** Chris Rembold; [shepevans@yahoo.com](mailto:shepevans@yahoo.com); Narain Schroeder; Milanese, Pete (FWE )  
**Subject:** Swann Sawmill Property

Hello all---I wanted to pass along the update that despite significant interest in adding the Swann parcel to the base of protected land at Monument Mountain, due to a lack of available funding in the required compressed timeframe, we will not be requesting an assignment of the Town's Chapter 61 right of first refusal. Thanks to all for your assistance in scoping out this opportunity over the last few weeks.

Regards,  
David



David T. Santomena  
Associate Director of Land Conservation  
Trustees | Boston  
200 High Street, 4<sup>th</sup> Fl. | Boston, MA 02110

[dsantomena@thetrustees.org](mailto:dsantomena@thetrustees.org) | [978.921.1944](tel:978.921.1944) x1918 (office) | [978.500.3201](tel:978.500.3201) (cell)



Town Hall, 334 Main Street  
Great Barrington, MA 01230



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

TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

PLANNING BOARD

September 18, 2018

Selectboard  
Town Hall  
334 Main Street  
Great Barrington, MA 01230

RE: Right of First Refusal for Chapter 61 Land  
671 Stockbridge Road

Dear Members of the Selectboard:

The Planning Board discussed a recommendation for the Chapter 61 land at 671 Stockbridge Road. The Board voted to recommend that the Selectboard investigate exercising its Right of First Refusal as the parcel being discussed may have significant conservation value due to its close proximity to Monument Mountain and the Agawam Conservation area.

Thank you for your attention to this matter.

Sincerely,

Kimberly L. Shaw  
Planning Board Secretary

Cc: Chris Rembold, Town Planner

WAIVER

We, the undersigned Selectboard of the Town of Great Barrington, Massachusetts, having been advised by the Swann Real Estate Trust, of the proposed conveyance by it of certain land, being Assessors Map 35, Parcel 9 (29.82 acres) and Parcel 20a (3.51) acres for a total of 33.33 acres, said land being on Stockbridge Road, Great Barrington, Massachusetts, and being aware that the said land is presently taxes under Massachusetts General Laws Ch. 61 (see lien recorded in Book 502, Page 161) hereby release any rights which the town may have to purchase same as they relate to said conveyance, which rights arise under the said Ch. 61.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS.

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned notary public, personally appeared \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ proved to me through satisfactory evidence of identification, being \_\_\_\_\_, to be the person(s) whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**Memorandum of Understanding**  
**'HRSA - Network Planning and Development Grant'**  
**Planning for Community Engagement in Health**

This is a Partnership Agreement of the HRSA - Network Planning and Development Grant'  
Planning for Community Engagement in Health

**between**

**Fairview Hospital (FVH)**

**And**

**Great Barrington Selectboard**

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**I. Purpose and Scope**

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to the 'Planning for Community Engagement in Health' in South Berkshire County,

The Rural Health Network project 'Planning for Community Engagement in Health' is intended to support our work creating a region where everyone can get the support and services they need to thrive. To support this goal, FVH and Great Barrington Selectboard will meet monthly, share resources, participate in community engagement activities and contribute to a strategic plan that outlines what is needed in the 13 towns of South Berkshire County to empower residents to successfully take charge of their well-being.

**II. MOU Term**

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The initial term commences July 1, 2019 and terminates June 30, 2020.

### **III. Fairview Hospital (FVH) Responsibilities**

FVH shall undertake the following activities during the duration of the MOU term:

1. Convening monthly meeting.
2. Convening community meetings.
3. Oversight of subcommittee meetings.
4. Communication among the groups of meeting content and other issues that arise between meetings.
5. Creation of a strategic plan that reflects the consensus of the board.
6. Supervision of grant staff.

### **IV. Great Barrington Selectboard Responsibilities**

Great Barrington Selectboard shall undertake the following activities during the duration of the MOU term:

1. Provide Rural Health Network outreach to identified communities
2. Attend monthly Network Board Meetings to be held on the first Monday of every month from 1-3 P M
3. Provide feedback and input into the creation and implementation of the strategic plan.
4. Participate in appropriate subcommittee meetings and community meetings.
5. Engage their staff and participants in health network outreach activities

### **V. Funding**

1. The 'Planning for Community Engagement in Health' project is funded through the Health Resources and Services Administration (HRSA).

## VI. Modification and Termination

1. This agreement may be cancelled or terminated with cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final reimbursements for program costs.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
3. The execution of this agreement is dependent on receipt of HRSA funds; the details will be revisited if such funding is not received.

## VII. Effective Date and Signature

This MOU shall be effective upon the signature of FVH and Great Barrington Selectboard authorized officials. It shall be in force from July 1, 2019 to June 30, 2020. FVH and Great Barrington Selectboard indicate agreement with this MOU by their signatures.

Signatures and dates

\_\_\_\_\_  
*[Authorized signature from FVH]*

\_\_\_\_\_  
*[Authorized signature from Great Barrington Selectboard]*

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
[Name and Title]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date