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TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

SELECTBOARD'S MEETING AGENDA

MONDAY, SEPTEMBER 24, 2018

6:30 PM EXECUTIVE SESSION JOINT MEETING WITH THE ZBA

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

6:30 PM - OPEN MEETING

1. CALL TO ORDER:

6:30 pm Open Session

6:30 pm Conference Room

CONVENE INTO EXECUTIVE SESSION and Return to Open Session - Town Manager's Conference Room

A. Executive Session, under MGL c.30A, §22(g)(1) to review the release of executive session minutes and under MGL c.30A, §21(a)(3) and (6), to discuss litigation strategy relating to pending litigation known as (1) Belanger v. Zoning Board of Appeals, Berkshire Superior Court, C.A. No. 1876CV00134; (2) GJO, LLC v. Zoning Board of Appeals, et al., Land Court Docket No. 2018MISC000240; and (3) GJO, LLC v. Ronald Majdalany et al, Land Court Docket No. 18MISC 000240 (KCL) if the Chair declares that an open meeting may have a detrimental effect on the Town's litigating and/or negotiating position. A vote regarding whether to go into executive session is expected; and votes may occur during the executive session.

Roll Call Vote

Chair's Declaration:

I declare, under MGL c.30A, §22(g)(1) and under MGL c.30A, §21(a)(3) and (6), that the purpose of the executive session will be to review the release of the August 27, 2018 executive session minutes and to discuss litigation strategy regarding pending litigation concerning 11 Roger Road known as: (1) Belanger v. Zoning Board of Appeals, Berkshire Superior Court, C.A. No. 1876CV00134; and (2) GJO, LLC v. Zoning Board of Appeals, et al., Land Court Docket No. 18MISC000240; and (3) GJO, LLC v. Ronald Majdalany et al, Land Court Docket No. 18MISC

000240 (KCL) because discussions of the foregoing in open session could have a detrimental effect on the litigating and/or negotiating position of the Town and to **Return To Open Session** at the conclusion of the executive session.

Motion Convening the Executive Session:

I **move** that the Select Board go into executive session under MGL c.30A, §22(g)(1) and under M.G.L. c.30A, §21(a)(3) and (6) for the purposes and reasons declared by the Chair and with the Board and to **Return To Open Session** at the conclusion of the Executive Session.

Roll Call Vote:

OPEN SESSION:

7:00 PM - OPEN MEETING

1. CALL TO ORDER:

2. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

A. General Comments by the Board.

3. TOWN MANAGER'S REPORT:

A. Department Updates

B. Project Updates

- Update on Bids for Electrical Aggregation.

- Adding Fee for Electrical Management.

4. PUBLIC HEARINGS:

A. Special Permit application of Great Barrington Real Estate LLC, c/o Nicholas Arienti, Hellman Shearn and Arienti LLP, to modify the existing Special Permit 538-96, at 300 Stockbridge Road, Great Barrington, MA, in accordance with Sections 3.1.4 C(11), 6.1.9, 7.12, and 10.4 of the Great Barrington Zoning Bylaw. Modification is requested in order to allow retail use of an area at the rear (east side) of the building that is currently designated for parking. (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

5. LICENSES OR PERMITS:

A. John Bevan/Clarion Concerts in Columbia County, Inc. for Two (2) One Day Beer and Wine Liquor Licenses for 9/29/18 and 10/13/18 from 5:00 pm – 9:00 pm at St. James Place, 352 Main Street. (Discussion/Vote)

6. OLD BUSINESS:

A. W.E.B DuBois

- Presentation

- SB – Appointments of the W.E.B. DuBois Legacy Committee. (Discussion/Vote)

B. SB – **Continuation** – Discussion of Town Meeting/Election Calendar 2019.
(Discussion/Vote)

7. NEW BUSINESS:

A. Steven Silverstein/Commonwealth Cultivation, Inc. – Request to Change the Name of the corporation to Green Railroad Group, Inc. (Discussion/Vote)

B. SB – Review of Town’s CPA Applications. (Discussion/Vote)

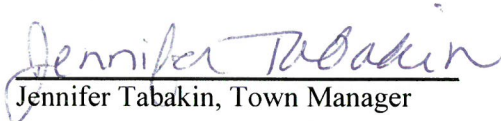
8. CITIZEN SPEAK TIME:

9. SELECTBOARD’S TIME:

10. MEDIA TIME:

11. ADJOURNMENT:

NEXT SELECTBOARD’S SPECIAL MEETING: Tuesday, October 9, 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.



TOWN OF GREAT BARRINGTON COMMUNITY CHOICE POWER SUPPLY PROGRAM

AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

Approved August 22, 2016

PURPOSE OF THE AGGREGATION PLAN

The Town of Great Barrington (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 7,000 consumers. Furthermore, the Town seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Manager, Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Manager
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2 GREAT BARRINGTON'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Great Barrington's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Town Manager for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a five person Board of Selectmen. Daily operations are overseen by a Town Manager. Town elections are held the second Tuesday in May.

The Board of Selectmen is composed of five members elected for three year terms. They meet every second and fourth Monday evening at 7:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can

participate in local and regional meetings and hearings regarding issues related to restructuring in general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, National Grid (NGRID). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

2.2.2 Level Two: Board of Selectmen

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's agent regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Town Manager

The Town Manager carries out the collective decisions and instructions of the Board of Selectmen and participating consumers.

2.2.4 Level Four: Consultant

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the Town through its Town Manager. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Manager. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Town Manager, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- provide equal sharing of economic savings based on current electric rates;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Manager and Board of Selectmen.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Town Manager and Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

3 FUNDING

Initial funding for Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Board of Selectmen and Town Manager
- c) Signing of ESA by Board of Selectmen and Town Manager
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of NGRID
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The Town, through its agent, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

4.1.2 Acceptance of ESAs by Board of Selectmen and Town Manager

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Manager. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Board of Selectmen and Town Manager

With the signing of the contract by the Town Manager, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of NGRID's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the Town by the requesting electronic transmittals on a quarterly basis from NGRID, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier

Day 33	Competitive Supplier completes EDI testing with NGRID
Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our Consultant’s experience with previous aggregation programs suggests that the Town, Competitive Supplier and NGRID need about two months to complete the consumer notification and enrollment process.

The procedures described above may also be found in NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, as amended or superseded from time to time. These procedures were discussed in numerous meetings between CPG and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

4.1.5 Notification of NGRID

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and NGRID to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify NGRID to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID’s Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, participating residential consumers will be transferred to NGRID’s Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer’s next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of

generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Manager, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: NGRID will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: NGRID shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen and Town Manager to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to NGRID's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with

NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Manager is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, NGRID may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with NGRID using established EDI protocols.

The Town will notify NGRID of the planned termination or extension of the program. In particular, the Town will provide NGRID notice:

- 90 days prior to a planned termination of the program;
- 90 days prior to the end of the anticipated term of the program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, NGRID assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its agent, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by NGRID's tariffs. The terms and conditions of service may also vary among rate classifications.

6.2 COSTS

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund administration costs associated with Energy Management services, of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from NGRID that incorporates the power supply charge and NGRID's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 500 kWh shows the following charges for NGRID's Basic Service in November 2015:

For Customer With Monthly Usage of 500 kWh		
	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Customer Charge		4.00
Distribution Charge	0.03977	19.89
Transition Charge	(0.00164)	(0.82)
Transmission Charge	0.02614	13.07
Energy Efficiency Charge	0.01624	8.12
Renewable Energy Charge	0.00050	0.25
Total Delivery Services		\$ 44.51
Supplier Services Detail (Rate: Basic Service)		
Generation Services Charge	0.13038	65.19
Total Supplier Services		\$ 65.19
Average Bill Total		\$ 109.70

Sources: http://www.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf
http://www.nationalgridus.com/non_html/1115meco.pdf

Accessed: November 1, 2015

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local

government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town’s Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to NGRID’s regulated transmission and distribution services; and
- direct discussions with NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town's Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Manager and Board of Selectmen.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to

minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.

Administrative Adder
Example over 24 months

ReadDate	Total kWh	Delivery Charges (from Ngrid)	Supply Charges (from Supplier)	Administrative Adder Rate	\$0.001 Adder Total Fee	Electrical Rate	Total Charges	Total Charges with 1-Mil Adder
9/20/2018	735	\$86.32	\$83.12	\$0.001	\$0.74	0.113	\$169.44	\$170.18
8/20/2018	795	\$92.94	\$89.93	\$0.001	\$0.80	0.113	\$182.87	\$183.67
7/23/2018	884	\$103.16	\$100.01	\$0.001	\$0.88	0.113	\$203.20	\$204.08
6/22/2018	624	\$75.36	\$70.52	\$0.001	\$0.62	0.113	\$145.88	\$146.50
5/22/2018	579	\$70.86	\$65.41	\$0.001	\$0.58	0.113	\$136.27	\$136.85
4/20/2018	514	\$64.58	\$58.03	\$0.001	\$0.51	0.113	\$122.61	\$123.12
3/22/2018	757	\$92.47	\$85.62	\$0.001	\$0.76	0.113	\$178.09	\$178.85
2/21/2018	795	\$92.94	\$89.93	\$0.001	\$0.80	0.113	\$182.87	\$183.67
1/22/2018	884	\$103.16	\$100.01	\$0.001	\$0.88	0.113	\$203.20	\$204.08
12/20/2017	656	\$80.79	\$60.90	\$0.001	\$0.66	0.093	\$141.69	\$142.35
11/20/2017	896	\$108.35	\$83.30	\$0.001	\$0.90	0.093	\$191.65	\$192.55
10/20/2017	610	\$75.55	\$56.61	\$0.001	\$0.61	0.093	\$132.16	\$132.77
9/20/2017	609	\$75.39	\$56.51	\$0.001	\$0.61	0.093	\$131.90	\$132.51
8/22/2017	553	\$68.98	\$51.29	\$0.001	\$0.55	0.093	\$120.27	\$120.82
7/24/2017	661	\$81.39	\$59.81	\$0.001	\$0.66	0.090	\$141.20	\$141.86
6/21/2017	554	\$69.09	\$50.07	\$0.001	\$0.55	0.090	\$119.16	\$119.71
5/22/2017	579	\$71.48	\$52.37	\$0.001	\$0.58	0.090	\$123.83	\$124.41
4/21/2017	526	\$64.31	\$47.53	\$0.001	\$0.53	0.090	\$111.84	\$112.37
3/22/2017	492	\$58.96	\$44.43	\$0.001	\$0.49	0.090	\$103.39	\$103.88
2/21/2017	598	\$64.76	\$54.08	\$0.001	\$0.60	0.090	\$118.84	\$119.44
1/20/2017	653	\$70.22	\$69.91	\$0.001	\$0.65	0.107	\$133.80	\$134.45
12/20/2016	700	\$74.88	\$68.51	\$0.001	\$0.70	0.098	\$143.06	\$143.76
11/18/2016	472	\$52.32	\$43.33	\$0.001	\$0.47	0.092	\$95.32	\$95.79
10/21/2016	550		\$0.00	\$0.001	\$0.55		\$102.23	\$102.78
	15676	Total usage over 24 Months		2-Year Total	\$15.68			
	653.17	Average Monthly kWh usage						
\$	0.65	Average Monthly Administration Fee						

SB SA # 881-18

NOTICE OF PUBLIC HEARING

The Great Barrington Selectboard will hold a public hearing on Monday, September 24, 2018 at 7:00 PM at Town Hall, 334 Main Street, Great Barrington, MA, to act on the special permit application of Great Barrington Real Estate LLC, c/o Nicholas Arienti, Hellman Shearn and Arienti LLP, to modify existing Special Permit 538-96, at 300 Stockbridge Road, Great Barrington, MA, in accordance with Sections 3.1.4 C(11), 6.1.9, 7.12, and 10.4 of the Great Barrington Zoning Bylaw. Modification is requested in order to allow retail use of an area at the rear (east side) of the building that is currently designated for parking.

Stephen C. Bannon, Chair

Please Publish Friday, August 31, 2018 and Friday, September 7, 2018

Berkshire Record

SP # 881-18

Great Barrington Real Estate LLC, c/o Nicholas Arienti, Hellman Shearn and Arienti LLP, to modify existing Special Permit 538-96, at 300 Stockbridge Road, Great Barrington, MA, in accordance with Sections 3.1.4 C(11), 6.1.9, 7.12, and 10.4 of the Great Barrington Zoning Bylaw. Modification is requested in order to allow retail use of an area at the rear (east side) of the building that is currently designated for parking.

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.")

Motion: Move to approve the Findings of Fact for Special Permit #881-18, as *submitted* and referenced as Exhibit A.

Second: _____

Roll call vote: Abrahams ____ Bailly ____
Bannon ____ Burke ____

VOTE ON SPECIAL PERMIT

Motion: Move to approve, in view of the approved Findings of Fact, Special Permit #881-18 for Great Barrington Real Estate LLC, to modify existing Special Permit 538-96, at 300 Stockbridge Road, Great Barrington, MA, in accordance with Sections 3.1.4 C(11), 6.1.9, 7.12, and 10.4 of the Great Barrington Zoning Bylaw, with the following conditions:

Second: _____

Roll call vote: Abrahams ____ Bailly ____
Bannon ____ Burke ____

EXHIBIT A

FINDINGS OF FACT AND BASIS FOR DECISION

Re: Special Permit #881-18
Applicant(s): Great Barrington Real Estate, LLC

A. Introduction

This Special Permit application was filed on August 23, 2018 by Great Barrington Real Estate, LLC (Owner), for the property located at 300 Stockbridge Road. The application seeks permission from the Selectboard to modify previously granted special permit, SP 538-96, in order to reduce the number of required parking spaces, so that a portion of the parking area to the east of the building can be used for outdoor retail space. The application has been filed in accordance with Sections 3.1.4 C(11), 6.1.9, 7.12, and 10.4 of the Zoning Bylaw.

The Applicant is represented by Attorney C. Nicholas Arienti of the law firm Hellman Shearn & Arienti LLP. The special permit application includes: an application to the Planning Board for Site Plan Review; a summary letter from the Attorney; site plans drawn to scale indicated location of buildings, parking spaces, and the proposed outdoor retail area; and a time-series of satellite images of the property.

B. General Findings

The property is located primarily in an I (Industrial) zoning district on Stockbridge Road (Route 7), between Cooper Road and Crissey Road. The property consists of a large retail plaza, totaling approximately 136,000 square feet of building area, as well as parking lots in the front and rear (to the east and south) of the buildings. The existing retail plaza use was permitted, and the appearance of some of the plaza was altered, in accordance with previously granted special permits, including SP 538-96, which set certain design requirements on the façade of the Kmart building. Traffic to and from the plaza is controlled by a traffic signal at the entrance on Stockbridge Road.

This application pertains to the parking requirements imposed by Special Permit 538-96. If the shopping center were to meet the letter of the parking requirements of the zoning bylaw, it would have to provide 680 parking spaces. In actuality, under the authority Special Permit 538-96, there are far fewer spaces on site (see below) since that special permit allowed that only a certain number of spaces be built, and that other possible parking areas be “reserved” in case additional parking was deemed to be needed. This current Special Permit application proposes to further reduce, by 105, the number of parking spaces.

Per Special Permit 538-96, there are 376 spaces of parking striped (painted) as parking stalls on the site, with 306 being on the north side, in the main customer area, and 70 on the south side, primarily used by plaza employees. On the east side, behind what was formerly Kmart and is now Marshalls and proposed Tractor Supply Co., there is additional paved area. This area is not striped, but it is sufficient for 77 parking spaces; these are so-called “paper spaces.”

Further, per Special Permit 538-96, an additional 158 spaces were drawn into the approved plans for the east side of the site, and shown as “reserved,” to be constructed if parking demand warranted. See plan at Exhibit 3 of the current Application. These spaces were never built and remain in “reserve.”

This Application proposes to construct an outdoor retail area of 8,943 square feet to the east of the building but within the paved area in which the 77 “paper spaces” are located, thus removing those 77 spaces from the overall parking count. Additionally, since the outdoor retail area will impact the turning movements of tractor trailers as they deliver inventory to the backs of the plaza’s stores, 28 of the “reserve spaces” also will be removed from the parking count. This is summarized in Table 1, below:

Table 1: Existing and Proposed Parking Spaces at 300 Stockbridge Road

Parking Area	Existing spaces per	Proposed spaces	Change
	SP 538-96	SP 881-18	
north side, customers	306	306	0
<u>south side, employees</u>	<u>70</u>	<u>70</u>	<u>0</u>
subtotal, striped spaces	376	376	0
paper spaces	77	0	-77
reserve area A	62	34	-28
<u>reserve area B</u>	<u>124</u>	<u>124</u>	<u>0</u>
subtotal, reserve spaces	263	158	-105
<u>total parking spaces</u>	<u>639</u>	<u>534</u>	<u>-105</u>

The Application has demonstrated through the aerial photography and other submittals that none of the 77 “paper spaces” and none of the reserve areas are actually utilized for parking, and that the parking takes place almost exclusively in the 376 striped spaces. In the proposed scenario, the 376 will remain in place, and an addition 158 “reserve” spaces will also remain, and could be built if parking demand warrants.

There is no proposed change of use, no proposed increase in overall size, and no increase in parking demand or traffic generation. Furthermore, there are no known existing site problems that warrant revisiting the site circulation, lighting, landscaping, or stormwater plans.

§§7.9 and 7.12 of the Zoning Bylaw set forth certain submittal requirements for new high impact commercial uses and large scale commercial uses. This application is not establishing a new high impact or large scale commercial use; therefore, these sections of the bylaw do not strictly apply to this proposal.

The Conservation Commission concluded they have no jurisdiction over the request, but noted that if any of the reserve spaces in area B were to be constructed, a wetlands delineation and Notice of Intent may be required. The Board of Health reviewed it, but since there was no jurisdiction, did not comment. The Planning Board made a positive recommendation on the proposal, and a positive finding per Section 6.1.9 that the site should be permitted to deviate from the zoning bylaw and provide only 376 actual spaces and reserve only 158 spaces. The Planning Board also approved the Site Plan application.

C. Special Permit Criteria and 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 #881-18:

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.
 - Grant of this application will allow the shopping center to return to its full occupancy, thereby providing additional employment and opportunities to fulfil the retail needs of the community. The proposal is in keeping with the vision and goals of the Master Plan in that it helps retain taxable real estate in developed locations, provides for a variety of business and employment opportunities, and helps maintain Stockbridge Road as a commercial corridor.
2. Traffic flow and safety, including parking and loading.
 - The proposed flow of customer traffic and parking remains substantially unchanged from the present condition, under which there are no known problems. The proposal will change the circulation of tractor trailers to the rear of the site and will reduce the number of extra parking spaces. The Selectboard concurs with the Planning Board and finds there will be no issues presented by the proposed reduction and that there will be no detrimental impacts to traffic safety including parking and loading.
3. Adequacy of utilities and other public services.
 - The use already exists. There are no existing concerns in this regard, and there are no proposed changes.
4. Neighborhood character and social structures.
 - There will be little to no change to the existing conditions and there are no concerns in this regard.
5. Impacts on the natural environment.
 - There will be little to no change to the existing conditions and there are no concerns in this regard.
6. Potential fiscal impact, including impact on town services, tax base, and employment.
 - The fiscal impact will be positive. It will allow for the renovation of the interior of

the existing retail space, thereby increasing the value of the real and personal property at the site, and increasing employment opportunities.

Finding:

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

D. Proposed Conditions

1. None.

DRAFT

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 16, 2018

Selectboard
Town Hall
334 Main Street
Great Barrington, MA 01230

RE: Special Permit
300 Stockbridge Road

Dear Members of the Selectboard:

The Planning Board reviewed the special permit application for Great Barrington Real Estate, LLC, 300 Stockbridge Road, for the modification of Special Permit 538-96. The Board voted to send a positive recommendation for the special permit modification.

The Board also voted to send a positive recommendation for the reduction of parking spaces.

Thank you for your attention to this matter.

Sincerely,

Kimberly L. Shaw
Planning Board Secretary

Cc: Chris Rembold, Town Planner

Shepley Evans
Conservation Agent

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



Town Hall, 334 Main Street
Great Barrington, MA 01230

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

CONSERVATION COMMISSION

TO: Great Barrington Selectboard

FM: Conservation Commission
Shep Evans, Agent

DATE: September 17, 2018

RE: Special Permit# 881-18

NAME,
ADDRESS

& PROJECT: Great Barrington Real Estate LLC, to modify existing Special Permit 538-96 at 300 Stockbridge Road, in accordance with Sections 3.1.4 C(11), 6.1.9.12, and 10.4 of the Great Barrington Zoning Bylaw. Modification is requested in order to allow retail use of an area at the rear (east side) of the building that is currently designated for parking.

The Conservation Commission reviewed Special Permit Application #881-18 at its August 29, 2018 Meeting. The Commission concluded that it has no objection to allowing retail use of a portion of the existing paved area to the rear (East) of the building currently designated for parking.

However, the Commission notes that many of the spaces in the unpaved Reserve Parking Areas A and B to the East and Northeast of the building are within Buffer Zones adjacent to Wetlands delineated many years ago. The Commission respectfully wishes to remind the Applicant and the Permit Granting Authority that, should the Applicant or any other entity seek to develop paved parking areas in Reserve Parking Areas A and/or B, the Applicant or other entity must first have the subject Wetland delineations updated and must subsequently make application and secure the necessary permit(s) for such development from the Conservation Commission.

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

September 6, 2018

Special Permit #881-18 Great Barrington Real Estate LLC, c/o Nicholas Arienti, Hellman Shearn and Arienti LLP, to modify existing Special Permit 538-96, at 300 Stockbridge Road, Great Barrington, MA, in accordance with Sections 3.1.4 C (11), 6.1.9, 7.12., and 10.4 of the Great Barrington Zoning Bylaw. Modification is requested in order to allow retail use of an area at the rear (east side) of the building that is currently designated for parking.

Dear Selectboard,

The Board of Health reviewed the Special Permit 881-18 application on September 5, 2018 and found no health risks or jurisdictional concern associated with the project.

The Board voted, unanimously, to recommend that the Special Permit 881-18 application is passed on to the Selectboard without comment.

MOTION: Peter Stanton moved to pass on Special Permit 881-18 to the Selectboard without comment or recommendation.

SECOND: Dr. Ruby Chang

VOTE: 3-0

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

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

FORM SP-1
REV. 11-2013

FOR OFFICE USE ONLY

Number Assigned 881-18 Date Received 8/23/18
Special Permit Granting Authority SB
Copy to Recommending Boards 5/23
Advertised 8/31 & 9/7
Public Hearing 9/24/18
Fee: \$150.00 Paid:

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

MAP 9 LOT 6 BOOK 2449 PAGE 235 ZONING DISTRICT(S) B2 & I

Site Address: 300 Stockbridge Road, Great Barrington

Date of Application: 8/23/18

Applicant's name and complete mailing address: Great Barrington Real Estate LLC c/o C. Nicholas Arienti, Esq.,
Hellman Shearn & Arienti, LLP, 342 Main Street, Great Barrington, MA 01230

Applicant's phone number (413) 528-4800 Applicant's email address: narienti@hellmanshearn.com

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

Great Barrington Real Estate LLC c/o Paragon Management Group LLC; Attn: Mr. John A. Nelson,
276 Post Road West, Suite 201, Westport, CT 06880

I (we) request a Special Permit for: ***See attached description.

Under Section (s) 3.1.4.C.11, 6.1.9, 7.12 and 10.4 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 USS 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.


 Signature of Applicant for Great Barrington Real Estate, LLC

 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 Cal D. Conti, attorney for Great Barrington Real Estate, LLC

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

Date August 22, 2018

*****Description:**

I (we) request a Special Permit for: GBRE hereby requests further modification of existing Special Permit #538-96 to allow prospective tenant Tractor Supply Company (“TSC”), who intends to occupy the remaining vacant space formerly occupied by Kmart, to use a portion of the unused area currently designated for parking to the rear/easterly side of the building for display and storage space of their retail goods.



Town of Great Barrington
Planning Board

Application to the Planning Board for
Site Plan Review
in accordance with Section 10.5 of the Zoning Bylaw

INSTRUCTIONS

Please fill in all applicable information on this form.
If you believe any requirements should be waived, you must formally request
waivers from the Board.
You may download and save this form, and fill it in electronically.
Save and print the form.
Submit an original and seven (7) copies to the Town Planner's office along with
your payment, site plan, and other required information.
Call the Town Planner at (413) 528-1619 ext. 7 if you have any questions.

FOR OFFICE USE ONLY

Filing Date: 8/23/18 Decision due: 10/22/18
Number Assigned: 87-18 Paid? Yes
[] Original and seven (7) copies received
[] Original filed with and stamped by Town Clerk
[] Copy to Town Planner
[] Six (6) copies to Planning Board

ESTIMATED TIMELINE: The Planning Board must review and act upon the site plan within 60 days
of receipt of the application, unless the time limits are extended after the applicant's written request.

A. SITE LOCATION

Site Address 300 Stockbridge Road, Great Barrington, MA 01230

Map 9 Lot 6 Deed Book 2449 Deed Page 235

Zoning District I Light Industry Overlay District (if any)

B. APPLICANT AND PROPERTY OWNER

Applicant's
Information

Name (please print) Great Barrington Real Estate LLC c/o C. Nicholas Arienti, Hellman Shearn & Arienti
Street Address 342 Main Street
City, State, Zip Code Great Barrington, MA 01230
Phone (area code first) 413-528-4800 Email Address: narienti@hellmanshearn.com
Signature [Handwritten Signature], attorney for applicant

- Check here if Applicant and Property Owner are the same, and skip to step C., Description.
Check here if Applicant is different than the Property Owner, and to verify that you have the Property Owner's permission to
file this Application. Property Owner must sign this form indicating permission to file this Application.

Enter Property Owner's information EXACTLY as it appears on the most recent tax bill.

Property
Owner's
Information

Name (please print) Great Barrington Real Estate LLC c/o Paragon Management Group LLC; Attn: Mr. John A. Nelson
Street Address 276 Post Road West, Suite 201
City, State, Zip Code Westport, Connecticut 06880
Phone (area code first) 203-221-7077 Email Address: dwright@paragonct.com
Signature [Handwritten Signature], attorney for owner

C. DESCRIPTION Briefly describe your project, and indicate how it complies with the Master Plan and the Design Guidelines Workbook. If additional space is needed, please submit on additional sheet(s) as required.

GBRE hereby requests further modification of existing Special Permit #538-96 to allow prospective tenant Tractor Supply Company ("TSC"), who intends to occupy the remaining vacant space formerly occupied by Kmart, to use a portion of the unused area currently designated for parking to the rear/easterly side of the building for display and storage space of their retail goods.

D. APPLICABILITY: Check the reason(s) for your Application (choose all that apply)

- 1. Construction, exterior alteration or exterior expansion of, or change of use within, a municipal, institutional, commercial, industrial, or multi-family structure.
- 2. Construction or expansion of a parking lot for a municipal, institutional, commercial, industrial, or multi-family structure or use involving more than six spaces.
- 3. Grading or clearing of more than 10 % of a lot or 10,000 square feet, whichever is the lesser (except as provided in 10.5.1, of the Zoning Bylaw).
- 4. Other, as required by the Zoning Bylaw. (Please specify: Section(s) _____)

E. SPECIAL PERMITS AND OTHER REGULATIONS

- 1. Does your project require any Special Permit(s)? Yes No
If yes, have you applied for any required Special Permit(s)? Yes No If yes, SP #: _____
- 2. Site Plan Approval does not imply approval of any Special Permits or compliance with other regulations, including, but not limited to, the Wetlands Protection Act. Check here to acknowledge.
- 3. Does your project require filing of a Notice of Intent (NOI)? Yes No
If yes, has NOI been filed? Yes No If yes, has NOI been approved? Yes No
- 4. Does your project fall within Estimated Habitat or Priority Habitat of endangered species? Yes No
If yes, has NHESP compliance been received? Yes No

F. FEE

Check here to confirm that your check of \$75 per application is enclosed. Make checks payable to Town of Great Barrington.

G. REQUIREMENTS

Applicant acknowledges that this application is accompanied by those items detailed in Section 10.5.3 of the Zoning Bylaw, including: (Check items 1. and 2. at a minimum. Check item 3. if it is required by the Planning Board. Check item 4 if applicable to your project.)

- 1. Plot Plan of the entire tract, signed by a licensed surveyor or engineer, and including details noted in Section 10.5.3, item #1, of the Zoning Bylaw
- 2. Signatures, letters, and fees as noted in Section 10.5.3, item #2, of the Zoning Bylaw
- 3. Traffic impact assessment, if required, as noted in Section 10.5.3, item #3, of the Zoning Bylaw
- 4. If project involves construction, exterior alteration or expansion, or change of use, this application must also contain floor plans and elevations of the building

H. APPROVAL

APPLICANT SHOULD BE FAMILIAR WITH THE REQUIREMENTS OF SITE PLAN REVIEW PER SECTION 10.5 OF THE ZONING BYLAW AND SHOULD ENSURE THAT THE APPLICATION COMPLIES. FAILURE TO COMPLY MAY RESULT IN DENIAL OF THE APPLICATION. PLEASE CALL THE TOWN PLANNER IF YOU HAVE ANY QUESTIONS.

APPLICANT SHOULD BE FAMILIAR WITH THE APPROVAL CRITERIA PER SECTION 10.5.3 OF THE ZONING BYLAW.

MEMORANDUM IN SUPPORT OF SPECIAL PERMIT APPLICATION

BY GREAT BARRINGTON REAL ESTATE LLC

The applicant, Great Barrington Real Estate LLC (“GBRE”), submits this memorandum in support of its application for modification of the special permit at the Barrington Plaza property, 300/320 Stockbridge Road, Great Barrington, Massachusetts (the “Site” or “Barrington Plaza”), pursuant to the Great Barrington Zoning Bylaw (the “Bylaw”) Sections 3.1.4.C(11), 6.1.9, 7.12 and 10.4.

Zoning Status

Barrington Plaza is located in part in the “B2” or “General Business” zoning district and in part in the “I” or “Light Industry” district. GBRE’s current use of the property is permitted by section 3.1.4.C(11) of the Bylaw, which permits “Large Scale Commercial Development” by special permit issued by the Great Barrington Board of Selectmen. The floor area of the buildings on the Site which comprise the Barrington Plaza commercial development totals approximately 135,794 square feet, which renders the development existing non-conforming for purposes of section 7.12.2 of the Bylaw.

Recent History

The prior owner of the Barrington Plaza was granted a special permit in 1995, Case Number 521-95, by the Great Barrington Board of Selectmen (the “Board”) for an expansion and upgrading of the Barrington Plaza shopping center, which largely pertained to Price Chopper’s building at the site as well as improved landscaping, parking, lighting and overall safety. A year later that owner applied for and was granted a special permit, Case Number 538-96, which provided for a lesser expansion than previously approved under Case. No. 521-95, but still greatly improved the shopping center’s landscaping, façades, lighting, parking and safety. In 2008 the owner was granted another special permit, Case Number 752-08, for the purpose of modifying the façade and extending the vestibule at the Price Chopper unit. Most recently, on November 28, 2016, the prior owner was granted a special permit, Case Number 862-16, permitting a modification and renovation of the front façade of the former “Kmart” portion of the building, also permitting a division of the interior of that space into up to three (3) business units as well as updated signage parameters on the westerly facade.

Proposal

GBRE hereby requests further modification of existing Special Permit #538-96 to allow prospective tenant Tractor Supply Company (“TSC”), who intends to occupy the remaining vacant space formerly occupied by Kmart, to use a portion of the unused area currently designated for parking to the rear/easterly side of the building for display and storage space of

their retail goods. Please see the plans attached to this application entitled ‘Barrington Plaza Tractor Supply Co. Renovations’, at **Exhibit 1**, as well as the plan entitled “Site Aerial, Fig. 1” at **Exhibit 2**, for an illustration of this proposal. Specifically, this application requests approval to use 8,943 square feet of designated but non-existent, unmarked and unused parking area to the east of the building for use as an outdoor display and storage area (“Outdoor Display Area”), as provided on the Site Plan, CS 101, at **Exhibit 1**. A list of items typically displayed and stored in a TSC Outdoor Display Area is attached to this application at **Exhibit 7**.

This application requires modification of existing Special Permit #538-96 (the “Existing Permit”), specifically Condition 8(b), on Page 5. This condition provides, “The areas in the easterly portion of the site (Reserve Area ‘A’ – 62 parking spaces) in the northeasterly portion of the site, (Reserve Area ‘B’ – 124 parking spaces), both as shown on Plan entitled “Plan of Reserved Parking Area”, attached hereto and made a part hereof shall be left in its vegetated condition and allowed to count towards meeting parking requirements unless either the Town or the Owner of the shopping center requires the area to be paved to adequately and safely provide parking to the customers of the shopping center. In such event, either the Town or the Owner of the shopping center shall give written notice to the other and a meeting shall be convened to discuss and remedy the situation. Any paving, stripping, etc., shall be in accordance with the Site Plan on Sheet S-2.” The plan cited above entitled “Plan of Reserved Parking Area” is attached hereto as **Exhibit 3**, and illustrates the layout described in Condition 8(b). It is important to note that none of the parking lot area or spaces provided on **Exhibit 3** are actually in existence. They have never been painted (“striped”) or used for the purpose of parking since grant of the Existing Permit in 1996. It is also worth noting that the Kmart space was fully occupied by Kmart prior to issuance of the Existing Permit and until the doors closed at the end of 2016.

GBRE’s application requires use of the area on **Exhibit 3** closest to the easterly wall of the former Kmart building, comprising 77 ‘paper’ parking spaces, and 28 adjacent ‘paper’ parking spaces from “Reserve Parking Area ‘A’”. The result will provide sufficient area for the proposed Outdoor Display Area (see plans CS002 and CS101 at **Exhibit 1**, and Fig.1, **Exhibit 2**) and also preserve 34 of the ‘paper’ parking spaces at “Reserve Parking Area ‘A’”. The area at “Reserve Parking Area ‘B’ is untouched. The net result will be a reduction of 105 non-existent ‘paper’ parking spaces, but preserves 158 ‘paper’ parking spaces in total at Reserve Parking Area ‘A’ and Reserve Parking Area ‘B’. Please note that **none** of the actual existing striped parking spaces at the Barrington Plaza, comprising 376 spaces, will be affected by this proposal, leaving a total of 534 parking spaces remaining.

In order to facilitate grant of this proposal, the Board must also determine pursuant to Section 6.1.9 of the Bylaw that GBRE is entitled to deviate from the requirements of Section 6.1 of the Bylaw, Off-Street Parking and Loading. Based on the current parking space count using the Existing Permit parking information, there are 639 parking spaces in total at the Barrington Plaza. As provided above the total number of parking spaces would be reduced to 534, but only

non-existent 'paper' parking spaces will account for this reduction, maintaining and preserving all 376 of the existing striped spaces.

There are a number of reasons why GBRE's request for a deviation pursuant to Section 6.1.9 of the Bylaw should be granted. First, there is ample evidence to suggest that none of the parking lot area to the east of the former Kmart space has ever been used for the purpose of customer parking. Please refer to **Exhibit 4** attached hereto, which includes 7 satellite images, one each from 2001, 2003, 2005, 2008, 2010, 2011 and 2104. While some of the images are in better resolution than others, it is clear in each case that the parking lot area delineated by **Exhibit 3** is unused. While a few of the early images do appear to show truck containers or something similar stored at the southerly end of the Site, it is quite clear from all of the images over this span of time that the area has not been used for parking. This appears to coincide with the determination of the Board in 1996 when the Existing Permit was granted that these parking spaces were not likely to be necessary and were merely counted on 'paper' for the purpose of increasing the total parking count. Additional evidence that these were only intended to be 'paper' spaces is that none of the spaces in this area were ever actually painted or "striped", including those 77 spaces immediately adjacent to the building. GBRE's engineer, Langan, performed an analysis to illustrate why this result will remain the same with a new tenant occupying the remaining vacant space of the former Kmart. Based on data provided by prospective tenant Tractor Supply Company ("TSC") from other regional locations, they expect *weekday peak* hour demand to require 20 parking spaces, including customer and employee use. Please see Langan Memorandum attached hereto as **Exhibit 5**. During *weekend peak* hour demand that number will increase, but only to 26 spaces total (**Exhibit 5**). These numbers comprise only 5.3% and 6.9% respectively of the total parking at the Barrington Plaza. Based on the foregoing the Board should be comfortable in granting GBRE's request to deviate from Section 6.1.9 of the Bylaw.

Due to the fact that this application does not contemplate any modification or expansion of the footprint of the existing Kmart building, and contemplates little or no impact on the existing conditions at the Site, GBRE hereby requests a waiver of the requirements of Section 7.9 of the Bylaw.

GBRE submits for Site Plan Review the plans attached at **Exhibit 1** which include, among others, an accurate representation of the existing conditions of the Site at plan VB101 along with plans CS002 and CS101, which illustrate the location of the proposed outdoor display area and associated information. However, because the instant application does not contemplate any exterior modification of the existing building, contemplates little or no impact on the existing conditions at the Site, and is the same use category as the prior occupant Kmart, GBRE hereby requests a waiver of Sections 10.5.3.1.i (drainage) and 10.5.3.3 (Traffic Impact Assessment) of the Bylaw pursuant to Section 10.5.4, Waiver of Submittal Compliance. The Board may find the Parking Demand Assessment memorandum (**Exhibit 5**) generated by

GBRE's engineer, Langan, helpful in considering any perceived impacts based on TSC's occupancy at the Site.

In order to grant the requested modification of special permit, the Great Barrington Board of Selectmen, as the Special Permit Granting Authority (the "SPGA") pursuant to Section 10.4 of the Bylaw, are required to consider each of the following factors in determining that the adverse effects of the proposed use will not outweigh its beneficial impacts to the Town of Great Barrington or the neighborhood in view of the particular characteristics of the site, and of the proposal in relation to that site:

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.

GBRE respectfully suggests that the instant application meets the above listed requirements, as follows:

1. Social, economic or community needs which are served by the proposal;

Grant of this application will facilitate the restoration of full retail occupancy of the former Kmart space at the Barrington Plaza. For nearly the past 2 years this space has remained empty following the departure of Kmart. While a new tenant, Marshalls, began occupying approximately half of the former Kmart space in 2017, the need to fill the remaining space with retail shopping opportunities similar to those of Kmart and at comparable pricing is critical to maintaining access to affordable retail goods for all members of the community. The opportunity that TSC presents at the Site is an ideal fit in that it complements the clothing and houseware products sold by Marshalls and will largely fill the gap in retail products and equipment that have been missing since the departure of Kmart and add some new merchandise as well. Residents of Great Barrington and the Southern Berkshire community at large will benefit from the affordable retail shopping offered by TSC without having to drive an hour or more away. TSC will focus on the needs of local farmers and ranchers in the community, and TSC stores are typically members of the local chambers of commerce, 4H groups and Humane Societies. Grant of this

permit will benefit not only consumers in this community but also bolster local employment opportunities, as provided further at paragraph 6 below.

2. Traffic flow and safety, including parking and loading;

Traffic flow will not be altered whatsoever by this application. With regard to parking, while GBRE is requesting a reduction of the total parking count on the property and a deviation from Section 6.1 of the Bylaw, only non-existent ‘paper’ parking spaces are proposed to be eliminated, *maintaining and preserving all 376 of the existing striped spaces*. The satellite images in **Exhibit 4** clearly show that the ‘paper’ parking spaces provided in **Exhibit 3** from the Existing Permit have not been used for parking, so eliminating a portion of these ‘paper’ spots will not have an adverse impact on parking at the Site. With regard to loading, please see the plan entitled “Truck Movements, TM101” attached hereto as **Exhibit 6**, which provides sufficient space for truck access and deliveries from the southerly side of the Site.

3. Adequacy of utilities and other public services;

There will be very limited if any change at all to the existing conditions as it relates to this requirement because there is no expansion of the existing building or construction impacting the Site, and because the use will remain a commercial retail use.

4. Neighborhood character and social structures;

There will be very limited if any change at all to the existing condition as it relates to this requirement because the use will remain a commercial retail use, as it has for decades.

5. Impacts on the natural environment; and

There will be very limited if any change at all to the existing conditions as it relates to this requirement because there is no expansion of the existing building or construction impacting the Site.

6. Potential fiscal impact, including impact on town services, tax base, and employment.

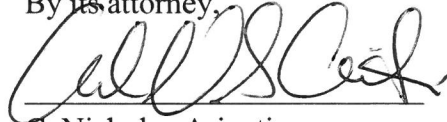
The local fiscal impact will be reflected by numerous benefits as a result of the Board’s grant of this proposal. TSC will employ local residents and serve the

community while maintaining existing impacts on town services. For example, TSC intends to hire 5 full-time employees, including a Store Manager, Assistant Manager, Team Leader, Team Receiver and Sales Associate initially, and then an additional 5-7 part-time general sales associated positions as needed. The total store annual personal wages are projected to \$323,000 and increase annually by 2-3%. The impact will also be felt by a renovation and improvement of the interior of the building, which are projected to cost upwards of \$1,000,000.

For the reasons stated above, Great Barrington Real Estate LLC respectfully requests that the Town of Great Barrington Board of Selectmen grant the requested special permit.

Great Barrington Real Estate LLC,

By its attorney,

A handwritten signature in black ink, appearing to read "C. Nicholas Arienti", written over a horizontal line.

C. Nicholas Arienti

Hellman Shearn & Arienti LLP

342 Main Street

Great Barrington, MA 01230

(413) 528-4800

Table of Exhibits

Memorandum in Support of Special Permit Application

- Exhibit 1: Barrington Plaza Tractor Supply Co. Renovations
- Exhibit 2: Site Aerial
- Exhibit 3: Plan of Reserved Parking Area
- Exhibit 4: Satellite Images
- Exhibit 5: Parking Memorandum
- Exhibit 6: Truck Movements Plan
- Exhibit 7: List of Tractor Supply Typical Outdoor Display Items
- Exhibit 8: Abutter's Notice

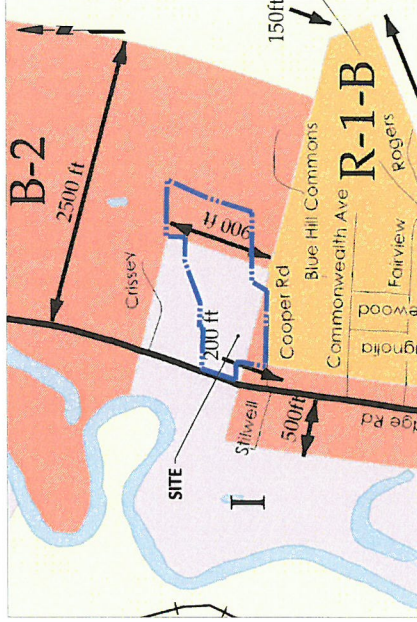
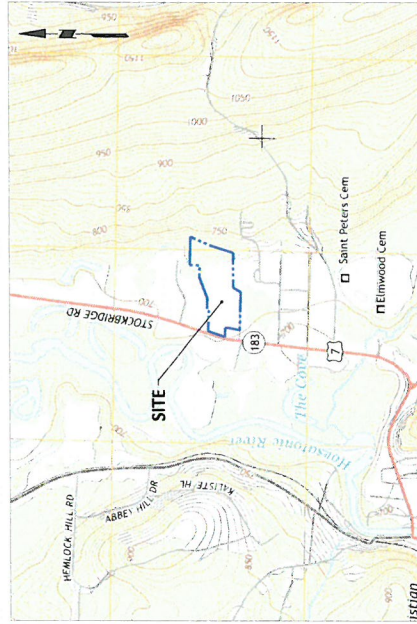
1

BARRINGTON PLAZA TRACTOR SUPPLY CO. RENOVATIONS

300 STOCKBRIDGE ROAD
GREAT BARRINGTON, MA
SPECIAL PERMIT APPLICATION

DRAWING LIST

NUMBER	TITLE	DATE	REVISED
CS001	COVER SHEET	08/17/2018	-
VB101	ALTANSPS LAND TITLE SURVEY	11/01/2017	-
VB201	ALTANSPS LAND TITLE SURVEY	11/01/2017	-
CS002	MASTER LEGEND AND GENERAL NOTES	08/17/2018	-
CS101	SITE PLAN	08/17/2018	-
CS501	SITE LIGHTING DETAILS	08/17/2018	-



USGS MAP
1" = 1000'

ZONING MAP
1" = 500'

RELEASE DATES	
DATE	ISSUED FOR
08/17/2018	SPECIAL PERMIT APPLICATION

OWNER/APPLICANT

PARAGON MANAGEMENT GROUP LLC
276 POST ROAD WEST, SUITE 201
WESTPORT, CT 06880
(203) 221-7077

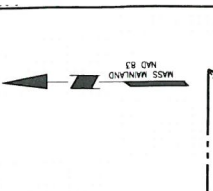
CIVIL ENGINEER & SURVEYOR

LANGAN ENGINEERING AND
ENVIRONMENTAL SERVICES, INC.
555 LONG WHARF DRIVE
NEW HAVEN, CONNECTICUT 06511
(203) 562-5771

ATTORNEY

HELLMAN SHEARN & ARIENTI
342 MAIN STREET
GREAT BARRINGTON, MA 01230
(413) 528-4800

LANGAN



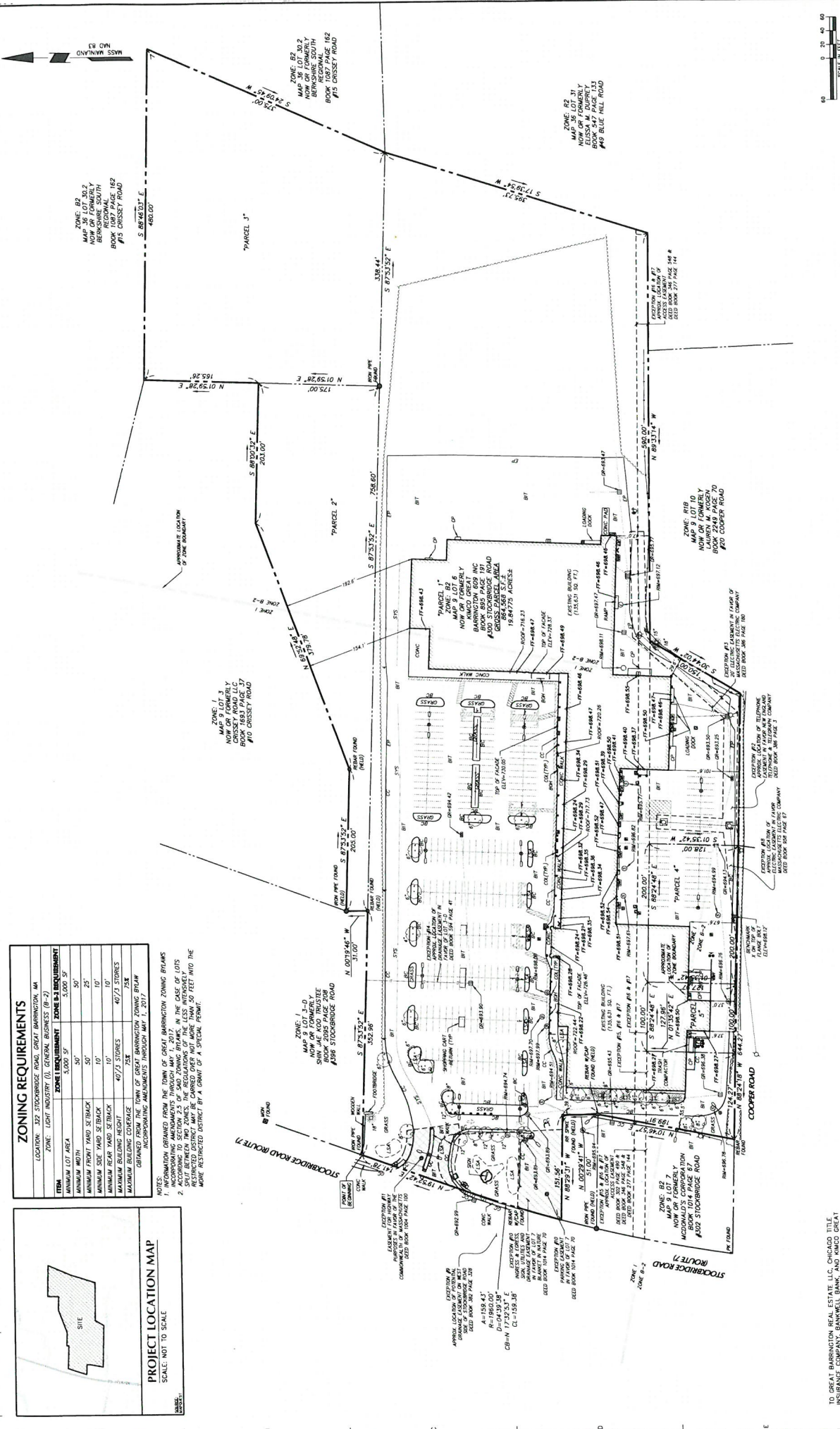
PROJECT LOCATION MAP
SCALE: NOT TO SCALE

ZONING REQUIREMENTS

LOCATION: 332 STOCKBRIDGE ROAD, GREAT BARRINGTON, MA

ITEM	ZONE I REQUIREMENT	ZONE B2 REQUIREMENT
MINIMUM LOT AREA	5,000 SF	5,000 SF
MINIMUM FRONT YARD SETBACK	50'	25'
MINIMUM SIDE YARD SETBACK	10'	10'
MINIMUM REAR YARD SETBACK	10'	10'
MAXIMUM BUILDING HEIGHT	40/7.5 STORES	40/7.5 STORES
MAXIMUM BUILDING COVERAGE	25%	25%

NOTES:
 1. INFORMATION OBTAINED FROM THE TOWN OF GREAT BARRINGTON ZONING BYLAW INCORPORATING AMENDMENTS THROUGH MAP 1, 2017.
 2. INCORPORATING AMENDMENTS THROUGH MAP 1, 2017 IN THE CASE OF LOTS SPLIT BETWEEN TWO ZONES, THE REGULATIONS OF THE LESS RESTRICTIVE ZONE RESTRICTED DISTRICT MAY BE APPLIED TO THE ENTIRE LOT UNLESS THE MORE RESTRICTED ZONING IS A RESULT OF A SPECIAL PERMIT.



Project No: 14072601

Date: NOVEMBER 1, 2017

Scale: 1"=40'

Drawn By: JAG

Checked By: JAG

Submission Date:

Drawing No: VB101

Project: ALTA/NSPS LAND TITLE SURVEY

BARRINGTON PLAZA

332 STOCKBRIDGE ROAD

GREAT BARRINGTON, MASSACHUSETTS

LANGAN

1000 WASHINGTON STREET, SUITE 200
 GREAT BARRINGTON, MASSACHUSETTS 01930
 TEL: 413.532.5171 FAX: 413.532.5172 WWW.LANGAN.COM

Engineering: Surveying, Landmarks, Boundary, Topographic, Photogrammetry, GIS, and Environmental
 Planning: Planning, Zoning, and Environmental
 Construction: Construction Management, Construction Inspection, and Construction Cost Estimation
 1000 WASHINGTON STREET, SUITE 200
 GREAT BARRINGTON, MASSACHUSETTS 01930
 TEL: 413.532.5171 FAX: 413.532.5172 WWW.LANGAN.COM

Date	Description	No.
	REVISIONS	

TO: GREAT BARRINGTON REAL ESTATE, LLC, CHICAGO TITLE INSURANCE COMPANY, SANWELL BANK, AND KIMCO GREAT BARRINGTON 609, INC.

THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED COMPLY WITH THE 2015 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED BY REGS. TO S. 8, AND 13 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 16, 2017.

DATE OF MAP: NOVEMBER 1, 2017

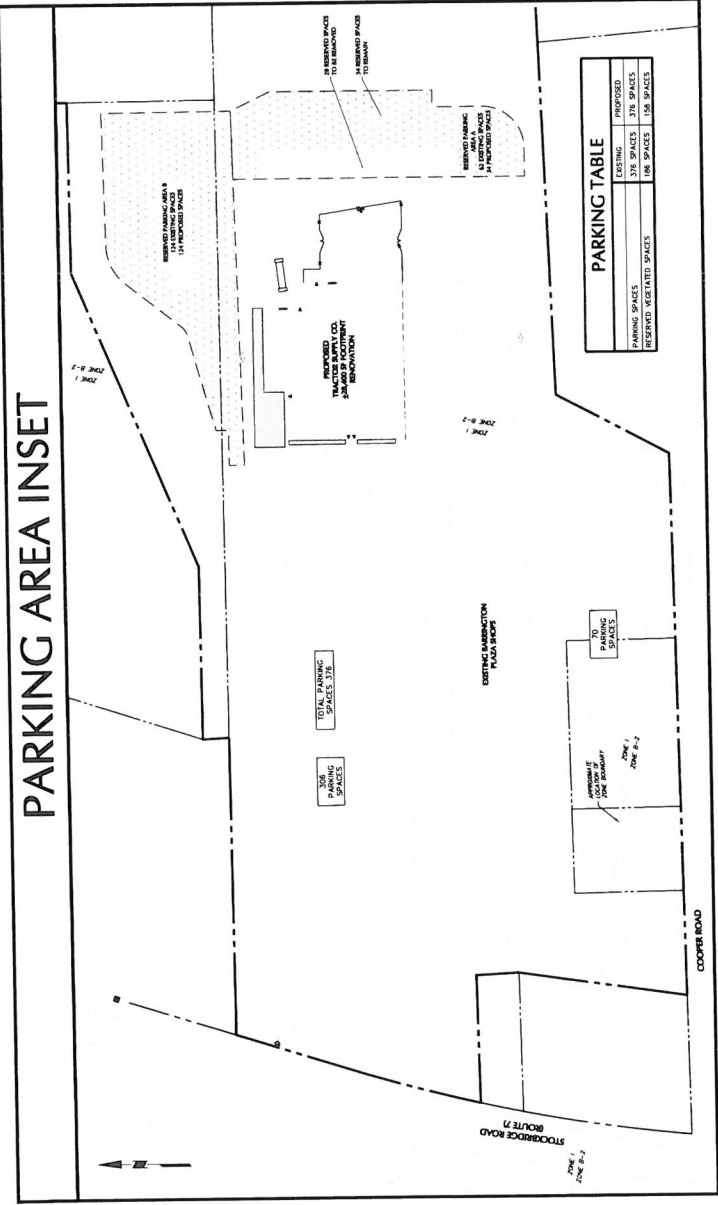
ANDREW G. VES, P.L.S. #40679 DATE:

ZONING REQUIREMENTS

LOCATION:	300 STOCKBRIDGE ROAD GREAT BARRINGTON, MA 01235
MAP/LOT:	MAP # 1, LOT 1
ZONE:	OFFICE (O), GENERAL BUSINESS (B-2)
USE:	PROPOSED LARGE-SCALE COMMERCIAL DEVELOPMENT (SPECIAL PERMIT REQUIRED FOR ZONE I AND ZONE B-2), PROPOSED/EXISTING ZONE B-2 REQUIRMENT ZONE CH. 272 SECTION
MINIMUM LOT AREA:	5,000 SF
MINIMUM WIDTH:	50 FT
MINIMUM FRONT YARD SETBACK:	25 FT
MINIMUM SIDE YARD SETBACK:	10 FT
MINIMUM REAR YARD SETBACK:	10 FT
MINIMUM BUILDING HEIGHT:	40 FT OR 3 STORES
MINIMUM BUILDING COVERAGE:	75%
	15.7%

- NOTES:**
- INFORMATION OBTAINED FROM THE TOWN OF GREAT BARRINGTON ZONING BYLAWS INCORPORATING AMENDMENTS THROUGH MAY 1, 2017.
 - ACCORDING TO SECTION 2.5 OF SAID ZONING BYLAWS, IN THE CASE OF LOTS SPLIT BETWEEN TWO ZONES, THE ZONING REQUIREMENTS SHALL BE THE MORE STRINGENT OF THE TWO ZONES. THE ZONING REQUIREMENTS SHALL BE THE MORE STRINGENT OF THE TWO ZONES. THE ZONING REQUIREMENTS SHALL BE THE MORE STRINGENT OF THE TWO ZONES.
 - BUILDING FLOOR AREA EQUALS 1.5X THE GROSS FLOOR AREA. EQUALS 1.5X THE GROSS FLOOR AREA. EQUALS 1.5X THE GROSS FLOOR AREA.

PARKING AREA INSET



PARKING TABLE

PARKING SPACES	EXISTING	RESERVED
RESERVED VACATED SPACES	376 SPACES	376 SPACES
	141 SPACES	141 SPACES



- NOTES:**
- PREPARED FOR RESERVING PARKING AREAS A AND B RECEIVED FROM PLAN OF RESERVING PARKING AREAS BARRINGTON PLAZA, GREAT BARRINGTON, MASS. BY ALAN HANLITY, JR. & ASSOCIATES, INC.

Date	Description	No.
	REVISIONS	

LANGAN

Langjan C.T., Inc.
555 Long Wharf Drive
New Haven, CT 06511
T: 203.562.5771 F: 203.789.6142 www.langjan.com

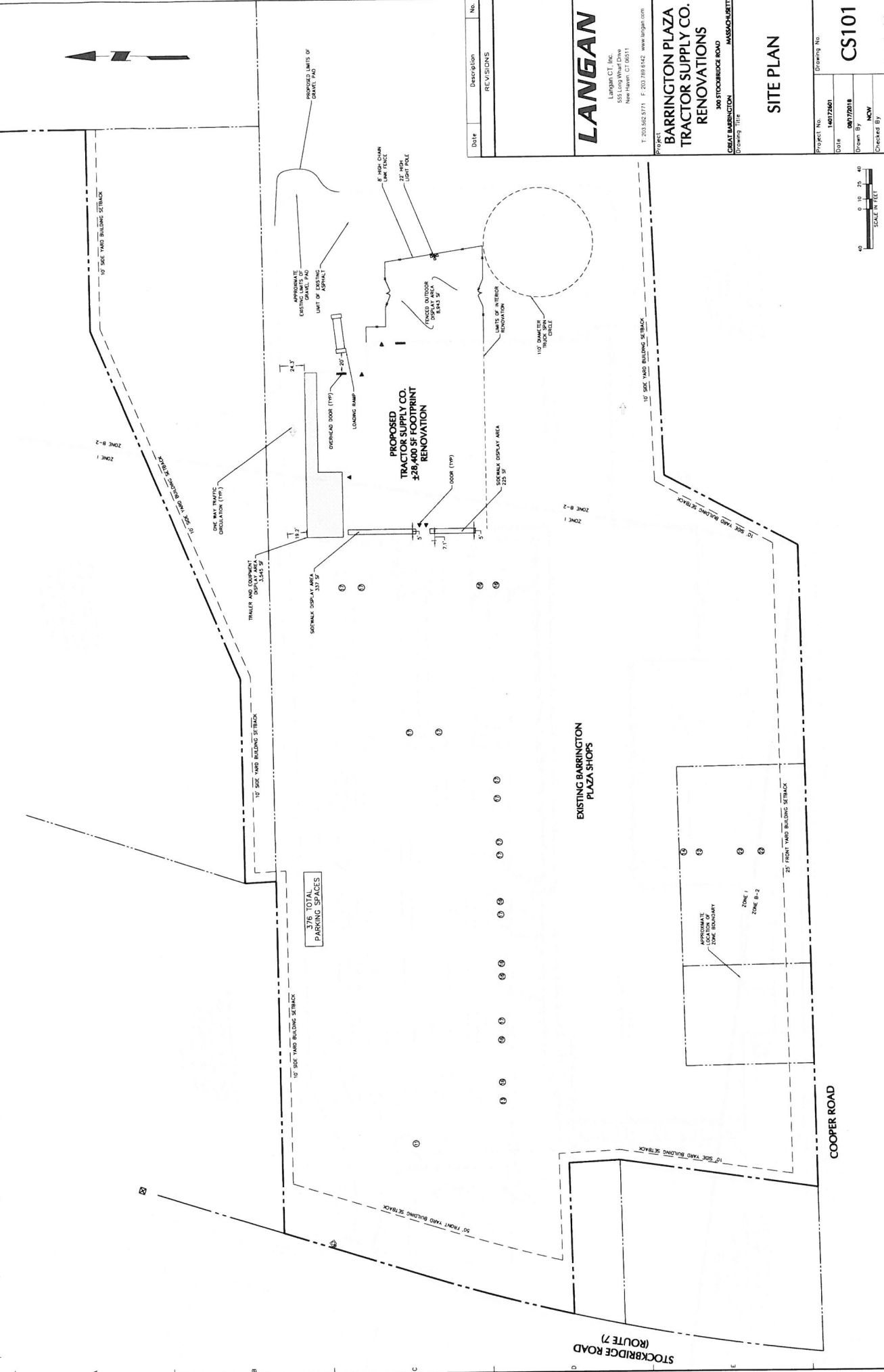
PROJECT
**BARRINGTON PLAZA
TRACTOR SUPPLY CO.
RENOVATIONS**
300 STOCKBRIDGE ROAD
GREAT BARRINGTON
MASSACHUSETTS

Drawing Title

MASTER LEGEND & GENERAL NOTES

Project No.	140172601	Drawing No.
Date	08/17/2018	
Drawn By	NCW	
Checked By	DTG	
Project Name		Sheet 1 of 1

CS002



376 TOTAL PARKING SPACES

PROPOSED TRACTOR SUPPLY CO. 328,400 SF FOOTPRINT RENOVATION

EXISTING BARRINGTON PLAZA SHOPS

STOCKBRIDGE ROAD (ROUTE 7)

COOPER ROAD

Date	Description	No.
	REV/SIGNS	

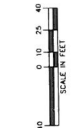
LANGAN

Langan CT, Inc.
555 Long Wharf Drive
New Haven, CT 06511
T: 203.562.8771 F: 203.789.6142 www.langan.com

PROJECT
**BARRINGTON PLAZA
TRACTOR SUPPLY CO.
RENOVATIONS**
305 STOCKBRIDGE ROAD
MIDDLETOWN, MASSACHUSETTS

DRAWING TITLE
SITE PLAN

Project No.	140172601	Drawing No.	
Date	09/17/2018	Drawn By	NCW
Checked By	DIG	Sheet	1 of 1



DATE PLOTTED: 10/11/2018 10:58:11 AM. PLOTTER: HP DesignJet T1100. PLOT SCALE: 1/8" = 1'-0".

D-Series Size 0 LED Area Luminaire

Partion

Specifications

- Length: 1000mm
- Width: 100mm
- Height: 100mm
- Weight: 1.5kg
- Material: Aluminum

Introduction

The mission of the D-Series is to bring the performance of a high-end LED luminaire to a cost-effective, easy-to-install, and easy-to-maintain luminaire. The addition of a luminaire to the D-Series is a testament to the quality and reliability of the D-Series. The addition of a luminaire to the D-Series is a testament to the quality and reliability of the D-Series.

Counting Information

EXAMPLE: 1000mm LED 100mm TYPICAL STANDARD

Item	Description	Quantity	Unit
1	1000mm LED 100mm TYPICAL STANDARD	1	Unit

Notes

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.
5. All materials are to be of standard quality unless otherwise specified.
6. All finishes are to be standard unless otherwise specified.
7. All tolerances are to be standard unless otherwise specified.

Accessories

- 1. 1000mm LED 100mm TYPICAL STANDARD
- 2. 1000mm LED 100mm TYPICAL STANDARD
- 3. 1000mm LED 100mm TYPICAL STANDARD
- 4. 1000mm LED 100mm TYPICAL STANDARD
- 5. 1000mm LED 100mm TYPICAL STANDARD
- 6. 1000mm LED 100mm TYPICAL STANDARD
- 7. 1000mm LED 100mm TYPICAL STANDARD
- 8. 1000mm LED 100mm TYPICAL STANDARD
- 9. 1000mm LED 100mm TYPICAL STANDARD
- 10. 1000mm LED 100mm TYPICAL STANDARD

Comments & Notes

1. All dimensions are in millimeters unless otherwise specified.

2. All materials are to be of standard quality unless otherwise specified.

3. All finishes are to be standard unless otherwise specified.

4. All tolerances are to be standard unless otherwise specified.

5. All materials are to be of standard quality unless otherwise specified.

6. All finishes are to be standard unless otherwise specified.

7. All tolerances are to be standard unless otherwise specified.

8. All materials are to be of standard quality unless otherwise specified.

9. All finishes are to be standard unless otherwise specified.

10. All tolerances are to be standard unless otherwise specified.

Technical Drawing: Luminaire Detail

Dimensions:

- Overall Length: 1000mm
- Overall Width: 100mm
- Overall Height: 100mm

Notes:

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.

Technical Drawing: Luminaire Detail

Dimensions:

- Overall Length: 1000mm
- Overall Width: 100mm
- Overall Height: 100mm

Notes:

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.

Technical Drawing: Luminaire Detail

Dimensions:

- Overall Length: 1000mm
- Overall Width: 100mm
- Overall Height: 100mm

Notes:

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.

SSS Square Straight Open Pole

BASE DETAIL

Technical Information

Item	Description	Quantity	Unit
1	SSS Square Straight Open Pole	1	Unit

Notes:

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.

SSS Square Straight Open Pole

BASE DETAIL

Technical Information

Item	Description	Quantity	Unit
1	SSS Square Straight Open Pole	1	Unit

Notes:

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.

SSS Square Straight Open Pole

BASE DETAIL

Technical Information

Item	Description	Quantity	Unit
1	SSS Square Straight Open Pole	1	Unit

Notes:

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.

SSS Square Straight Open Pole

BASE DETAIL

Technical Information

Item	Description	Quantity	Unit
1	SSS Square Straight Open Pole	1	Unit

Notes:

1. All dimensions are in millimeters unless otherwise specified.
2. All materials are to be of standard quality unless otherwise specified.
3. All finishes are to be standard unless otherwise specified.
4. All tolerances are to be standard unless otherwise specified.

1
2
3
4
5
6

PROJECT: BARRINGTON PLAZA TRACTOR SUPPLY CO. RENOVATIONS
300 FLOORBRIDGE ROAD
GREAT BARRINGTON, MASSACHUSETTS

DATE: 09/17/2018
DRAWN BY: MJC
CHECKED BY: JTC

PROJECT No. 14072801
Drawing No. CS501

DATE: 09/17/2018
DRAWN BY: MJC
CHECKED BY: JTC

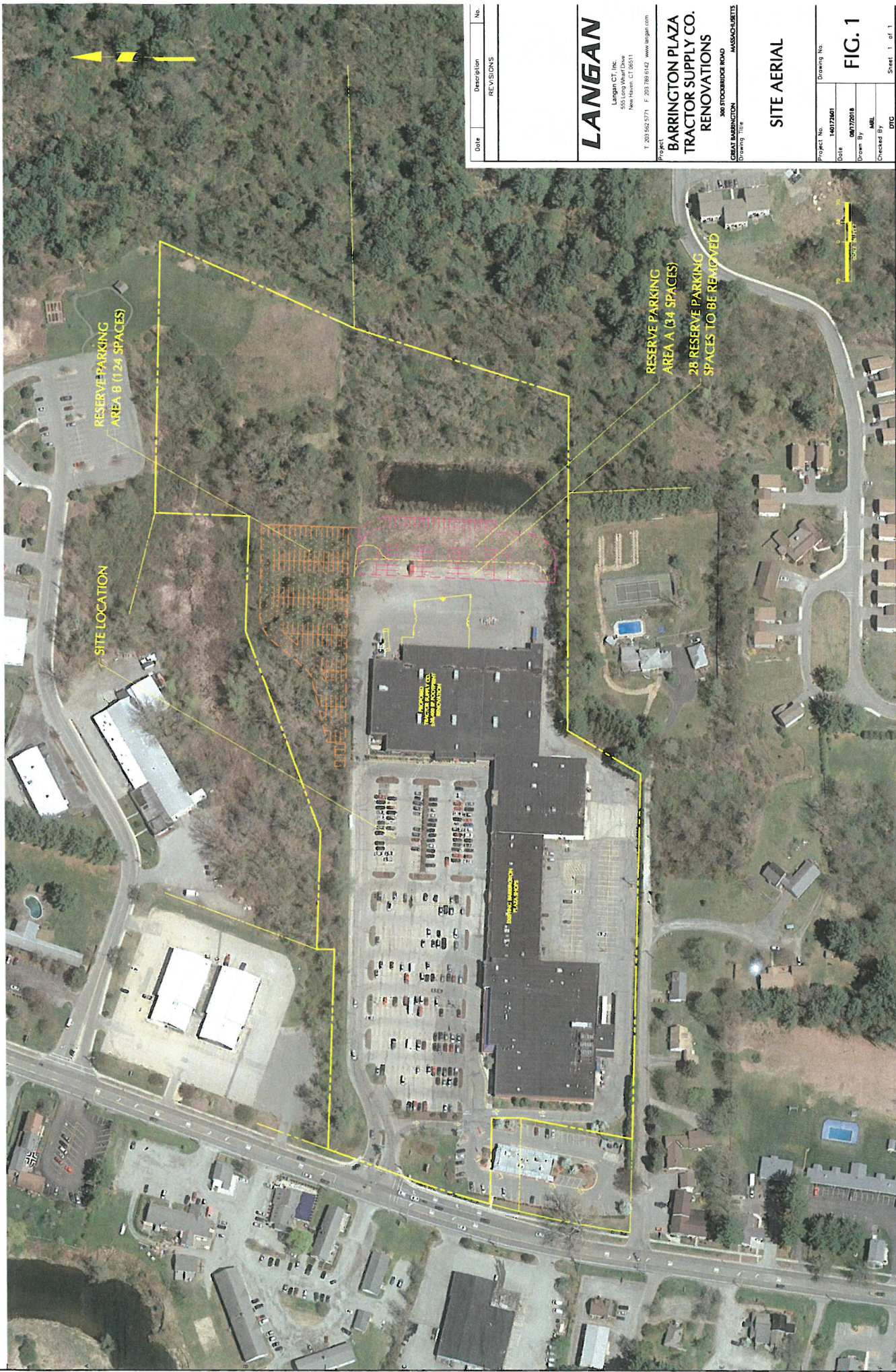
Sheet 5 of 5

LITHONIA LIGHTING

1000 Main Street, Suite 100, North Andover, MA 01855
Tel: 978-875-1100 | Fax: 978-875-1101 | Email: sales@lithonia.com

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2



RESERVE PARKING
AREA B (124 SPACES)

SITE LOCATION

TRACTOR SUPPLY CO.
BARRINGTON PLAZA
300 STOCKBRIDGE ROAD
BARRINGTON, CT 06031

RESERVE PARKING
AREA A (34 SPACES)
28 RESERVE PARKING
SPACES TO BE REMOVED

Date	Description	No.
REVISIONS		

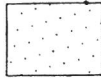
LANGAN
 Langan CT, Inc.
 500
 New Britain, CT 06031
 T: 203 562 5771 F: 203 786 0142 www.langan.com
 Project:
**BARRINGTON PLAZA
 TRACTOR SUPPLY CO.
 RENOVATIONS**
 300 STOCKBRIDGE ROAD
 BARRINGTON MASSACHUSETTS

SITE AERIAL

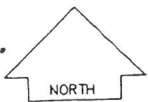
Project No.	140174601
Date	09/17/2018
Drawn By	ML
Checked By	ML
DTG	

FIG. 1

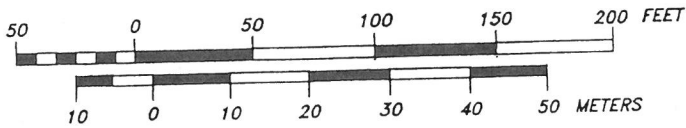
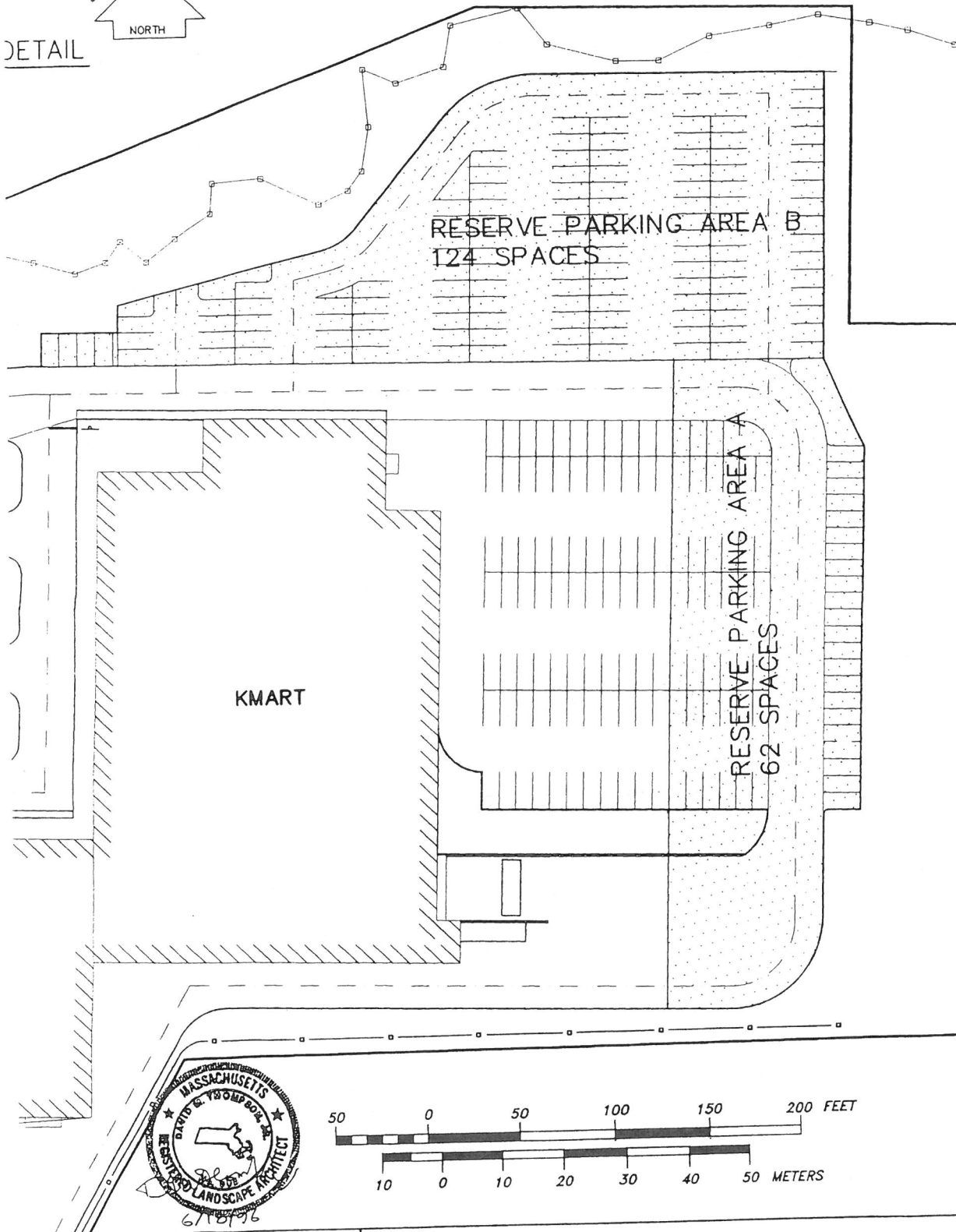
3



AREAS TO BE RESERVED FOR FUTURE PARKING DEVELOPMENT ON AN AS-NEEDED BASIS



DETAIL



HUNTLEY

ALMER HUNTLEY, JR. & ASSOCIATES, INC.
Surveyors • Engineers • Landscape Architects
30 Industrial Drive East
Northampton, MA 01060
voice(413)584-7444 fax(413)586-9159

PLAN OF RESERVE PARKING AREAS BARRINGTON PLAZA, GREAT BARRINGTON, MASS.

PREPARED FOR
KIMCO GREAT BARRINGTON 609, INC.
JUNE 12, 1996

4

2001



- Legend**
- 300 Stockbridge Rd
 - Barrington Plaza
 - Berkshire Eye Center PC
 - Berkshire Functional Fitness
 - Feature 1
 - Feature 2
 - Feature 3
 - Feature 4
 - Price Chopper
 - Real Estate Connections

Untitled Map
Write a description for your map.

300 ft



Google Earth
www.usgs.gov/learn/services-learn

2003



- Legend**
- 300 Stockbridge Rd
 - Barrington Plaza
 - Berkshire Eye Center PC
 - Berkshire Functional Fitness
 - Feature 1
 - Feature 2
 - Feature 3
 - Feature 4
 - Price Chopper
 - Real Estate Connections

Untitled Map
Write a description for your map

300 ft



Google Earth

Map data ©2003, Terra Services, DigitalGlobe

2005



- Legend**
- 300 Stockbridge Rd
 - Barrington Plaza
 - Berkshire Eye Center PC
 - Berkshire Functional Fitness
 - Feature 1
 - Feature 2
 - Feature 3
 - Feature 4
 - Price Chopper
 - Real Estate Connections

Untitled Map
Write a description for your map

300 ft



Google Earth

©2014 USA: Farm Service Agency

2008



Google Earth
Image: USDA, Farm Service Agency

- Legend**
- 300 Stockbridge Rd
 - Barrington Plaza
 - Berkshire Eye Center PC
 - Berkshire Functional Fitness
 - Feature 1
 - Feature 2
 - Feature 3
 - Feature 4
 - Pine Chopper
 - Real Estate Connections

Untitled Map
Write a description for your map.

300 ft

N

2010



Google Earth

Image USD - From Satellite Imagery

300 Stockbridge Rd

- Legend**
- 300 Stockbridge Rd
 - Barrington Plaza
 - Berkshire Eye Center PC
 - Berkshire Functional Fitness
 - Feature 1
 - Feature 2
 - Feature 3
 - Feature 4
 - Price Chopper
 - Real Estate Connections

Untitled Map
Write a description for your map.

300 ft



2011



- Legend**
- 300 Stockbridge Rd
 - Barrington Plaza
 - Berkshire Eye Center PC
 - Berkshire Functional Fitness
 - Feature 1
 - Feature 2
 - Feature 3
 - Feature 4
 - Price Chopper
 - Real Estate Connections

Untitled Map
Write a description for your map

300 ft



2014

Untitled Map

Write a description for your map



Legend

- 300 Stockbridge Rd
- Birmingham Plaza
- Berkshire Eye Center PC
- Berkshire Functional Fitness
- Feature 1
- Feature 2
- Feature 3
- Feature 4
- Pricer Chopper
- Real Estate Connections



200 ft

5

555 Long Wharf Drive New Haven, CT 06511 T: 203.562.5771 F: 203.789.6142

To: David Wright – Paragon Management Group

From: Luke Mauro, P.E., PTOE
David Gagnon, P.E.

Date: 14 August 2018

Re: Parking Demand Assessment
Tractor Supply Renovation
Barrington Plaza Shops
300 Stockbridge Road, Great Barrington, MA
Langan Project No.: 140172601

Langan has prepared this memo to summarize the anticipated parking demand associated with the Barrington Plaza Tractor Supply Company renovation at 300 Stockbridge Road in Great Barrington, Massachusetts. The existing plaza is comprised of ±135,600 square-foot of single-story retail space with 376 existing parking spaces. The redevelopment includes the renovation of ±28,400 square-foot retail space in the existing plaza. No change in building area or number of parking spaces is proposed as part of this project.

In order to estimate the parking demand resulting from the proposed renovation, the Tractor Supply Company has provided an estimated number of customers and average time spent in the store. Tractor Supply Company anticipates a maximum of about 50 customers per hour during the weekday peak-hour and about 75 customers per hour during the weekend peak-hour at this location, with the average customer spending about 15 minutes in the store. Assuming customers are spread out equally throughout the peak hour, this would equate to approximately a quarter of the hourly customers in the store at any given time. Based on these assumptions, a maximum of 13 customers during the weekday peak-hour and 19 customers during the weekend peak-hour would be in the store at one time and these values were used as the maximum parking demand for Tractor Supply Company. Tractor Supply Company also stated that a maximum of 7 employees will be working at one time during a shift. To be conservative, we have also assumed that each customer and employee will each occupy one parking space.

Table 1 provides a summary of the anticipated parking demand due to the Tractor Supply renovation.

6

7

**TRACTOR SUPPLY COMPANY'S INTENDED USE AND
TYPICAL OUTSIDE DISPLAY MERCHANDISE**

Intended Use: Retail sale of farm/ranch equipment and maintenance products; general maintenance products; animal feeds, equipment and health products; lawn and garden equipment and products; tools and hardware; vehicle equipment and maintenance products; clothing and footwear; items normally sold in TSC's stores; and any lawful use.

Items Typically Displayed in the Fenced Outside Display Area and on the Sidewalk in Front of the TSC Store: This list is for a typical TSC outside display. Items may vary by region, season and as merchandise is added or dropped from the lineup. Items to be displayed on the sidewalk are noted as "(S)".

LAWN AND GARDEN EQUIPMENT

Push Lawn Mowers (S)	Chippers and Shredders (S)
Riding Lawn Mowers (S)	Log Splitters (S)
Garden Carts (S)	Mow-n-Vacs (S)
Snow Blowers (S)	

FENCING MATERIALS

Fencing and Posts (a small sample of fence/gate types to Gates show selection will be on the sidewalk seasonally)

PET AND LIVESTOCK EQUIPMENT

Dog Kennels (S)	Round Pens
Corral Panels	Feeding Equipment
Horse Stalls and Mats	Watering Tanks
Dog Houses (S)	

3-POINT EQUIPMENT

Plows	Fertilizer Spreaders
Box/Grader Blades	Cultivators
Rakes	Harrows
Scoops	Tillers
Seeders	Rotary Cutters
Bale Carriers	Finish Mowers
Sprayers with tanks	

OTHER ITEMS

Go Karts (S)	Pedal Boats
Trailers (parking lot display)	Wheel Barrows (S)
Bagged Pine Shavings (S)	Bagged Feed or Fertilizer (S)
Drainage Tile	Culverts
Water Pipe (Plastic)	BULK PROPANE STORAGE

Trailers are typically displayed in excess parking spaces and other areas outside of the fenced.

8

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

TOWN OF GREAT BARRINGTON MASSACHUSETTS

ASSESSORS' OFFICE

July 30, 2018

ABUTTERS TO PROPERTY OF: GREAT BARRINGTON REAL ESTATE LLC, 300 STOCKBRIDGE ROAD
MAP 9 LOT 6, BOOK 2449 PAGE 235


<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
9	7,6A	McDonalds Corp. (20-0130), c/o Cindy Holland, PO Box 182571, Columbus, OH 43218-2571
9	3D	Jae Koo Shin, Trustee, 396 Stockbridge Rd., Gt. Barrington, MA 01230-1234
9	3F	394 Stockbridge Road LLC, 15 Hillside Ave., Gt. Barrington, MA 01230-1482
9	3	Crissey Road LLC, 2 Brainard Rd., Hartford, CT 06114-1604
9	3B	Rhinebeck Realty LLC, 358 Saw Mill River Rd., Millwood, NY 10546-1000
9	10	Lauren M. Kogen & Jonathan Kogen, 20 Cooper Rd., Gt. Barrington, MA 01230-1260
9	16	Kathleen A. Sinico, 4 Cooper Rd., Gt. Barrington, MA 01230-1260
9	14,15	Nhac Truong, 40 Waterman Ave., East Longmeadow, MA 01028-1729
9	13	Darren E. Lockenwitz, 8 Cooper Rd., Gt. Barrington, MA 01230-1260
9	12	Michael J. & Deborah A. Ball, 12 Cooper Rd., Gt. Barrington, MA 01230-1260
9	12A,17C	Francis X. (estate) & Cynthia B. Mackoul, 14 Cooper Rd., Gt. Barrington, MA 01230-1260
9	17	Bharthi H. Patel & Hasmukh D. Patel, 256 Stockbridge Rd., Gt. Barrington, MA 01230-1269
9	17A	John & Deborah Scalia, 258 Stockbridge Rd., Gt. Barrington, MA 01230-1269
36	31	Elissa M. Duprey (fka Elissa Vilane), 51 Blue Hill Rd., Gt. Barrington, MA 01230-1282
8	2,3,4	White House Square, c/o John Delmolino, PO Box 446, Monterey, MA 01245-0446
8	4A	Tsamis Management LLC, 18 Stonywell Court, Dix Hills, NY 11746-5423
8	10	Neil A. Nourse & Elaine M. Eline, 894 Mill River Gt. Barrington Rd, New Marlborough, MA 01230-1634
8	10A	Lindsey J. Morris, Trustee, c/o LJM Insurance Agency, 327 Union Ave., Framingham, MA 01702-6338
8	5	JWPS LLC, 273 State Rd., Gt. Barrington, MA 01230-2103
8	11,15B	L. Locke Larkin, PO Box 87, Gt. Barrington, MA 01230-0087
9	UA3 17B	Gerald d. Rosen, Trustee, 94 Piney Point Rd., Marion, MA 02738-2004
9	UA4 17B	Sherrri Waggoner, 8 Stanley Dr., Gt. Barrington, MA 01230-9738
9	UA5 17B	Diane L. Pate, 10 Stanley Dr., Gt. Barrington, MA 01230-9738
9	UA6 17B	Malvina Wasserman, PO Box 270, Gt. Barrington, MA 01230-0270
9	UA7 17B	Justina A. Coffman, 14 Stanley Dr., Gt. Barrington, MA 01230-9738
9	UA8 17B	Joyce Ann Kwiecinski, 16 Stanley Dr., Gt. Barrington, MA 01230-9738
9	UA11 17B	Marcia Sweet, PO 93, Gt. Barrington, MA 01230-0093
9	UA12 17B	Francine Stenger Ryan & Abigail M. Burke, Co-Trustees, 24 Stanley Dr., Gt. Barrington, MA 01230-9738
9	UA13 17B	Stacia G. Ostrow, PO Box 191, Housatonic, MA 01236-0191
9	UA14 17B	Maciej W. Linde & Dorota B. Kaminska, PO Box 436, Gt. Barrington, MA 01230-0436

Great Barrington Real Estate LLC
300 Stockbridge Road

<u>MAP</u>	<u>LOT</u>	<u>ABUTTER</u>
9	UA15	17B Winnie Veretto, 1 Stanley Dr., Gt. Barrington, MA 01230-9712
9	UA18	17B Shelley E. Babicka, 7 Stanley Dr., Gt. Barrington, MA 01230-9712
9	UA19	17B Richard S. Needelman, Trustee, 9 Stanley Dr., Gt. Barrington, MA 01230-9712
9	UA22	17B Lianne Stofsky, 15 Stanley Dr., Gt. Barrington, MA 01230-9712
9	UA24	17B Dennis & Margaret Powell, 8 Emily Court, Gt. Barrington, MA 01230-9743
9	UA25	17B Kristine Bahr, 6 Emily Court, Gt. Barrington, MA 01230-9743
9	UA26	17B Luz & Franklin Hurtado, 4 Emily Court, Gt. Barrington, MA 01230-9743
9	UA27	17B Bruce J. & Roseann Merkis, 323 Trump Park, Shrub Oak, NY 10588-1211
9	UB1	17B William F. & Jacquelin Connell, 435 S. Gulfstream Ave. #806, Sarasota, FL 34236-6710
9	UB2	17B Curtiss Blue Hill LLC, 53 Mahaiwe St., Gt. Barrington, MA 01230-1923
9	UB4	17B Anne R. Macheski, PO Box 917, Gt. Barrington, MA 01230-0917
9	UB5	17B Joseph A. & Cynthia A. Pulito, 10 Rose Court West, Gt. Barrington, MA 01230-9740
9	UB6	17B Donald A. Belfer, 3180 NE 48 th Court #415, Lighthouse Point, FL 33064-7968
9	UB13	17B Gay A. Weinberger, 2 Rose Court East, Gt. Barrington, MA 01230-9742
9	UB14	17B Kimberly A. Broderick, 8 Haley Rd., Gt. Barrington, MA 01230-1585
9	UB17	17B Molly Sheriff, 1 Rose Court East, Gt. Barrington, MA 01230-9741
9	UB18	17B Susan E. Quinn & Elisabeth Quinn, 3 Rose Court East, Gt. Barrington, MA 01230-9741
9	UB19	17B Jeremy K. & Susan M. Higa, 5 Rose Court East, Gt. Barrington, MA 01230-9741
9	UB20	17B William D. & Charlotte A. Rand, 7 Rose Court East, Gt. Barrington, MA 01230-9741
9	UB21	17B Lee Trek Inc., 8 run Way, Lee, MA 01238-9612
9	UB22	17B Lester & Evelyn Meyers, 1 Abbey Hill, Gt. Barrington, MA 01230-1112
9		17F Blue Hill Commons LLC, PO Box 99, South Egremont, MA 01258-0099
36	30.2,29A	Berkshire South Regional Community Center Inc., 15 Crissey Rd., Gt. Barrington, MA 01230-1299
9/8,9,3E & 36/30.3,30.3A Great Barrington Real Estate LLC, applicant		

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

Sincerely,


Christopher Lamarre, MAA
Principal Assessor



2 (Fee: \$25.00 (per day)) = \$50.00

APPLICATION FOR ONE DAY LIQUOR LICENSE

TO THE LICENSING AUTHORITY:

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

Applicant's Name: John Bevan

Organization Name: CLARION CONCERTS IN COLUMBIA COUNTY, INC.

Applicant's Address: 147 GREEN RIVER RD, ALFORD MA 01230

Telephone Number: 413-644-0007

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

Event: MUSIC CONCERT

Date: 9/29/18 & 10/13/18 Start Time: 5 pm End Time: 9 pm

Event Address: SAINT JAMES PLACE - 352 MAW ST, GT. BARRINGTON

Is the Event on Town property? YES NO

PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:

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

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

[Signature]
Signature of Applicant

9-11-18
Date

FOR TOWN USE:

Approved _____ Denied _____ Postponed _____



352 MAIN STREET, GREAT BARRINGTON, MA 01230

September 11, 2018

John Bevan
Clarion Concerts
The Leaf Peeper Concert Series
P.O. Box 43
Copake, NY 12516

Dear John,

Please take this letter as confirmation of CLARION CONCERT'S (The Leaf Peeper Concert Series) booking for events at Saint James Place and of our permission for alcohol to be served at post-performance receptions:

Saturday, September 29, 2018
Saturday, October 13, 2018

We look forward to welcoming The Leaf Peeper Concert Series back to Saint James Place and, as always, to our continued relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Seth Keyes', is written over a large, stylized, dark scribble that serves as a background for the signature.

Seth Keyes
General Manager

NOTICE

TOWN OF GREAT BARRINGTON

The Selectboard is seeking interested individuals to serve on the Town of Great Barrington's W.E.B. DuBois Legacy Committee. The Committee will promote W.E.B. DuBois' legacy as a scholar and activist for freedom, civil rights, progressive education, economic justice, and racial equality. The Committee will report to the Selectboard. Please send letter of interest to Helen Kuziemko, Office of the Selectboard /Town Manager, Town Hall, 334 Main Street, Great Barrington, MA 01230 or email hkuziemko@townofgb.org. Due date: September 19, 2018.

PLEASE PUBLISH September 12, 2018

- Shopper's Guide
- Web (Facebook)

Proposed W.E.B. Du Bois Legacy Committee

Mission: To preserve and promote Great Barrington native W.E.B. Du Bois's legacy as a scholar and activist for freedom, civil rights, progressive education, economic justice, and racial equality.

The committee will do this through town-sponsored events and programs.

Possible examples include:

- Du Bois Day celebration
- annual Du Bois Festival (from MLK Day through Du Bois's birthday on Feb. 23)
- banner installation
- classes, seminars and guest speakers
- collaborating with UMass and local educational institutions and arts, historical and community organizations
- keeping a rotating year-long display of Du Bois artifacts at the Mason Library

Motion: To create the Great Barrington W.E.B. Du Bois Legacy Committee, a seven-member committee of residents of Berkshire County, appointed by and reporting to the Selectboard, for the purpose of preserving and promoting the name, written words and ideas of W.E.B Du Bois, and to direct the Town Manager to advertise for members of the committee.

Du Bois Center



684 SOUTH MAIN STREET ■ GREAT BARRINGTON, MA 01230
(413) 644-9595 TEL ■ (413) 644-9596 FAX ■ duboiscenter@gmail.com
www.DuBoisCenterGB.org

RECEIVED
TOWN MANAGER

SEP 4 2018

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

9/4/2018

To whom it may concern:

I would like to apply for membership in the new Du Bois Legacy Committee, in any capacity the town sees fit.

Sincerely,

Randy Weinstein

R.Weinstein @ duboiscentergb.org

Tim Likarish

115 East St
Great Barrington, MA 01230
likarish@gmail.com

September 17, 2018

Helen Kuziemko
Office of the Selectboard
Town of Great Barrington
334 Main St
Great Barrington, MA 01230

Dear Selectboard,

I'm writing to express my interest in serving on the recently established W.E.B. Du Bois Legacy Committee.

One of the reasons that I settled in Great Barrington was discovering this area's history with historic civil rights figures. When I drove through town as a visitor, I was excited to see the signs reading, "Birthplace of W.E.B. Du Bois." I'm thrilled that the town is now creating a committee to amplify this heritage further.

I am a relatively new resident to Great Barrington, and also relatively new to learning of the life and work of Du Bois. Since moving to the area two years ago, I have been grateful to find a town that is so committed to its residents and the larger community throughout the region. Currently, I work remotely as a software engineer for SnapLogic, a tech company in San Mateo, California and have studied computer science and mathematics in my undergraduate and master's programs. In addition to my work as a programmer and co-leading a team of engineers to build out a new product for my company last year, I've had experience teaching at my undergrad and volunteering to help with a coding class at Multicultural BRIDGE's summer youth program.

The credit to my education of Du Bois and his work goes largely to the work of Gwendolyn Hampton VanSant, Randy Weinstein and all those involved in the planning and execution of the Du Bois 150th birthday celebration this year. During this year, I had an opportunity to delve deeper into exploring Du Bois's life, and the ideas he believed and advanced. The festival that welcomed Great Barrington's greatest native son home was well attended by people across the state and around the region, which introduced Du Bois to people of all ages through many different types of activities. It was powerful to see how much he still means to the community here, as well as to people across the country and around the world.

Of all the events I attended as part of the 150th celebration, the Du Bois Reflections day--planned by Multicultural BRIDGE in collaboration with the Macedonia Baptist Church--left the biggest impression on me. The day began with service at the church, followed by a potluck lunch, a visit to the family grave and boyhood site, and a prayer vigil at Harmony Homestead that evening. The opportunity to break bread with the congregation of the Baptist church and see the resting place of Du Bois' family allowed me to connect with people and place in a way that listening to a lecture, a song, or reading a book has not. I'm humble, thankful, and appreciative for having this experience and again thank everyone involved putting it together.

While I still have much more to learn about Du Bois, my own identity and privilege, and about how race operates in our country, I am grateful to the festival for the opportunity to continue this exploration. If appointed to the committee, I hope to bring some of the experience and work I've been doing in these areas with the Towards Racial Justice and Equity in the Berkshires campaign (TRJ), led by BRIDGE. Over the last two years I've been involved in TRJ, helping to promote safety and inclusion in the community through action, discussion, and reflection. One of Du Bois' writings that we discussed at TRJ was the chapter "Souls of White Folks" in Du Bois' book *Darkwater*. He bitingly criticizes: "So long, then, as humble black folk, voluble with thanks, receive barrels of old clothes from lordly and generous whites, there is much mental peace and moral satisfaction." Of all the passages that we've read and discussed at TRJ, this is one that's stayed with me. It helps to remind me to put aside my own ego and center on the needs of the broader community -- moving from false charity to authentic solidarity.

The theme of equity and justice runs through Du Bois's work, and as the town moves forward with this committee, I hope these principles can help guide it. Preserving the legacy of such a great man is a tremendous responsibility and will require that the town and committee act with respect, stewardship, and care to Du Bois' life, his family, and all citizens of our town, nation, and beyond. In reflecting on his life in his autobiography, Du Bois was cognizant of the effort it takes to do this kind of work correctly. In this passage, he talks about the care he and his colleagues took to highlight his sociological work studying the Africans brought to the United States through slavery, their history, and legacy: "If they miss this opportunity — if they do the work in a slipshod, unsystematic manner — if they dally with the truth to humor the whims of the day, they do far more than hurt the good name of scientific truth the world over, they voluntarily decrease human knowledge..." If selected for this position, I'm committed to work with accountability to his legacy and will strive to bring this same responsibility to this work.

I hope that through the work of upholding his legacy, the committee can help us model the curiosity, the art and intelligence, and the passion for justice of William Edward Burghardt Du Bois -- now and into the future.

Respectfully,
Tim Likarish

Helen Kuziemko
Office of the Select Board/Town Manager
Town Hall
334 Main Street
Great Barrington, MA 01230

September 18, 2018

Dear Ms Kuziemko,

I hereby would like to apply for membership on the W.E.B. Du Bois Legacy Committee.

I have been a resident of the town of Great Barrington since 1980. In the past year, I have become involved in various groups around celebrating Du Bois legacy. Also, together with my husband Daniel Klein, we started a citizens initiative for the placement of a statue of Du Bois on Main Street, possibly in front of Mason Library.

I believe that my professional background would be an asset to the committee. I have been a journalist and documentary filmmaker for forty years. Most of my written work has appeared in publications in the Netherlands, but I have also written for The Boston Globe, Foreign Policy and The Berkshire Edge. My documentary films have been shown on television and in film festivals worldwide.

As an experienced researcher, writer, filmmaker, with international contacts, I believe I can contribute my experience in widening the reach of Du Bois celebrations internationally.

Thank you for your interest.

Sincerely,

Freke Vuijst

frekevuijst@yahoo.com

PO Box 629

208 Division Street

Great Barrington, MA 01230

Tel: 413 528-9613/413 441-5405

Helen Kuziemko

From: Emily DeVoti <emilydevoti@gmail.com>
Sent: Tuesday, September 18, 2018 12:09 PM
To: Helen Kuziemko
Subject: Letter of interest: Du Bois Legacy Committee

Dear members of the Selectboard,

I am writing to express my interest in being a member of the Town of Great Barrington's W.E.B. Du Bois Legacy Committee.

I am a resident of Great Barrington and a playwright. Since March I have been meeting bi-monthly with Randy Weinstein, Gwendolyn Hampton VanSant, and others to discuss Du Bois and his legacy and to make plans for future events. I would like to continue to be part of this conversation and to work to implement future plans to promote Du Bois' legacy as a member of this official town committee.

I was born in Great Barrington and raised in Sheffield (where my parents still live). But it was not until I was a freshman in college at Princeton that I discovered W.E.B. Du Bois in my intro to American Studies class, where I read *The Souls of Black Folk*. I was moved by his writing and shocked that I had not read him while growing up, as a part of my school curriculum. Here was a celebrated intellectual and writer who was from my home town -- considered a key voice not just in African American Studies, but in *American Studies* -- and I had not heard of him?

This question led me on a quest to discover why I had not encountered Du Bois sooner. It also inspired me to write a play, *Beyond the Veil*, which stages a fictional meeting between Du Bois and Edith Wharton at the Mount -- and asks questions about his exclusion from our local cultural history. Shakespeare and Company is planning to present my play as part of the next celebration of Du Bois' birth in Great Barrington, in January or February 2019, and the play will also be presented in a series of staged readings at the Mount this coming spring.

Along with Randy Weinstein, I am also currently in conversation with Amanda Martinson DeGiorgis at the Mason Library about curating a dedicated display case of Du Bois artifacts and writings, in collaboration with UMass Amherst. We are additionally discussing implementing a series of talks or events to launch each new exhibit and tie it into the interests of the library and our residents.

I am also a parent. Having lived away from the area for a long time, I finally moved back to Great Barrington last summer, purchasing a house downtown. I was thrilled to return the same year that Du Bois was being so justly and richly celebrated by the town, and to get to share these events with my son, Fionn, who is six. He has certainly now already had very positive exposure to Du Bois and his teachings, and as a member of the Du Bois Legacy committee, I would like to help ensure that all our area's children have the opportunity to do so as well.

Thanks for considering my application.

Sincerely,

Emily DeVoti
37 Cottage Street
Great Barrington, MA
(917)345-9127
emilydevoti@gmail.com

RECEIVED
TOWN MANAGER

SEP 18 2018

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

P.O. Box 239
Houstonic, MA
01236

September 14, 2018

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

Dear Town Manager / Selectboard

I am interested in serving on
the Town of Great Barrington's
W. E. B. Dubois Legacy Committee
advertized in the Berkshire Record
on the page A 3 NOTICE
of the September 14-20 edition.
The objective of the committee:
promotion of freedom, civil rights,
progressive education, economic
justice, and racial equality,
are essential components of
our American democracy and
must be valued and maintained
over →

if they are to continue to exist in the future. W.E.B. Du Bois and his advocacy of these is a historic legacy in the history of Great Barrington. This legacy needs to be preserved and made more widely known. Methods need to be found to accomplish this objective, intrinsically related to the W.E.B. Du Bois legacy preservation; the goal of the Town of Great Barrington's W.E.B. Du Bois legacy committee.

I would appreciate the consideration of the Select board of my application and interest in this new committee of the Town of Great Barrington.

Sincerely

P.S. I attended school in Great Barrington, served on town committee, and town boards and have lived here continuously since 1981.

David Magadini
P.O. Box 239
Houston, MA 01236

Helen Kuziemko

From: Justin Jackson <jjackson@simons-rock.edu>
Sent: Monday, September 17, 2018 5:40 PM
To: Helen Kuziemko
Subject: Du Bois Legacy Committee

Dear Town Manager Kuziemko:

On behalf of the town of Great Barrington and its select board, I ask you to please consider my application for acceptance to the W.E.B. Du Bois Legacy Committee.

I was very pleased last year, as a new resident of Great Barrington, and assistant professor of History at Bard College at Simon's Rock, to participate in the various events and activities marking the the 150th anniversary of the birth of W.E.B. Du Bois in and around town. I lectured on Du Bois and the Politics of Memory of Slavery, the Civil War, and Reconstruction for Osher Lifelong Learning Institute, and was pleased to join other area residents in celebrating his legacy through dedication of the murals, musical performances, speeches, and events at Mahaiwe.

Although not an expert on Du Bois, per se, I would be happy to use my abilities as a professional historian to work with the legacy committee in its efforts to perpetuate the public memory of Du Bois in his hometown. I would particularly welcome an opportunity to serve as a liason with not only Simon's Rock, but other academic institutions, particularly UMass Amherst (where I received my master's degree in History), which are invested in honoring Du Bois and his legacy here in Great Barrington. I believe I could be an asset to the community in organizing and facilitating guest speakers, lectures, forums, and seminars relative to Du Bois and his many legacies, particularly around the issues of racial equality, economic justice, and progressive education which me made central to his life's work.

Although I am no longer a resident of Great Barrington - now residing in New Marlborough - I hope the committee would consider me as an applicant who has a vested interest in the committee and its work based on my employment in the town's single residential liberal arts college. I thank you for your time and consideration.

Sincerely,
Justin Jackson

Justin F. Jackson
Assistant Professor of History
Bard College at Simon's Rock
84 Alford Road
Great Barrington, MA 01230
(413) 528-7346
jjackson@simons-rock.edu

Helen Kuziemko

From: Susan Montague <sjmsol65@gmail.com>
Sent: Monday, September 17, 2018 10:30 AM
To: Helen Kuziemko
Subject: W.E.B DuBois legacy committee

Ms. Helen Kuziemko,
Office of the Selectboard/
Town Manager, Town Hall,
334 Main Street,
Great Barrington, MA 01230

Dear Ms. Kuziemko,

I am writing to you to express my interest in serving on the Town of Great Barrington's W.E.B. Dubois Legacy Committee.

I am a graduate of the University of MA which as you know, was instrumental in the education and validity of institutional racism in this country. Additionally, I have a Master's in Counseling and work p/t at Taconic Hills where I tutor suspended students.

I am a native of Pittsfield, MA, my family originally buying our family farm from the then Hancock Shakers in 1880, 360 acres for \$360. It is still in the family I am proud to say.

I have excellent letters of reference if you would like to have me mail them under separate cover to you as they are not on my computer here.

I have read many of DuBois works', have followed the on-going historical debate here in Great Barrington about establishing his legacy and promoting it more fully. I believe that he was a scholar and activist way ahead of his time, and that some of his writings are truly brilliant. I would welcome the opportunity to work closely with the committee to bring about more awareness and change of his heralded principles.

Please feel free to contact me at: (518) 321-5102. I am a permanent resident of Housatonic, however have kept my upper NY State phone number, when I relocated back to this area to be closer to my family. I live at: 266 No. Plain Rd., Housatonic, MA 01236.

Thank you for your anticipated attention to my above inquiry.

Please let me know if you would like me to mail you or drop off my letters of reference.

Sincerely,

Susan, J. Montague
sjm

Helen Kuziemko

From: david sotnick <dsotnick14@gmail.com>
Sent: Monday, September 17, 2018 9:42 AM
To: Helen Kuziemko
Subject: Du Bois committee

Hi Helen

My name is David Sotnick and I am a homeowner in Alford (same zip code, but not GB - ha). My primary residence is in NJ but I am increasingly spending time up there not just for pleasure but more recently for business during the week.

I would likely not be a great candidate for a major position on this committee but I would like to participate in some way (unless it is only for GB residents).

I will leave it at that for now and look forward to your response.

Thanks, David

154 Main Street # 6
Great Barrington, MA 01230
413-528-9106
September 13, 2018

To the Great Barrington Select Board,

Please consider me for the E.B. DuBois Legacy Committee. I feel at least one member should be a veteran who sees the wrong in this idea.

Thank you for your consideration.

Sincerely,


Patrick Fennell

RECEIVED
TOWN MANAGER

SEP 17 2018

BOARD OF SELECTMEN
GREAT BARRINGTON, MA

From: Wray Gunn <wraygunn@msn.com>

Date: September 16, 2018 at 10:48:12 PM EDT

To: Ed Abrahams <edforgb@gmail.com>

Subject: INTEREST IN BEING MEMBER OF DuBOIS GB TOWN COMMITTEE

TO WHOM IT MAY CONCERN:

My name is Wray Gunn and I live in Sheffield, MA. I would like to have my name considered for membership on the upcoming Great Barrington DuBois Town Committee.

I have lived in Berkshire County since 1942. I grew up in Stockbridge and moved to Sheffield in 1953. I became a member of the CLINTON AME ZION CHURCH in 1944 and have been a member ever since. I have been a member of various committees over the years in trying to develop and and expand the legacy of DuBois in Gt. Barrington.

At present, I am President of the CCR Project which has purchased the historic delapidated AME Zion Church with hopes of restoring the property to be for community use.

I believe that I can bring a great deal of assistance to the committee in future planning if I am appointed as a member.

Sincerely,

Wray Gunn

Helen Kuziemko

From: Julie Fagan <juliefagan115@gmail.com>
Sent: Friday, September 14, 2018 2:43 PM
To: Helen Kuziemko
Subject: DuBois Legacy Committee

Hi Helen,

I am interested learning about the work the DuBois Legacy Committee will be charged with and estimates of anticipated time commitments in terms of meetings, reports, functions, etc.

I am a member of the Historical Society Board and the Historic District Commission, and think that facilitating communication between all three groups would strengthen each of them.

FYI- We will be out of town from 9/18 to 9/30 and not picking up emails during that time.

Thank you for all your hard work,

Julie Fagan

Helen Kuziemko

From: Barbara Dean <gbdean@earthlink.net>
Sent: Sunday, September 09, 2018 11:57 AM
To: Helen Kuziemko
Subject: re: application to join the Du Bois Legacy Committee

Dear Ms. Kuziemko,

I am applying to be on the Town of Great Barrington's W. E. B. Du Bois Legacy Committee. As someone who has been involved in groups working to promote Dr. Du Bois's legacy for several decades, I find this a very exciting development! In the 1990's a group was formed by Dr. Richard Courage to promote and teach about Dr. Du Bois in his own hometown. Rachel Fletcher and others soon joined in and we had an active working group for many years working on the same issues that this soon-to-be-formed committee will be working on. Under Rachel's leadership, the Du Bois River Garden was created at the end of Church Street, the street on which Du Bois was born in 1868. We also worked on other initiatives, such as a Du Bois curriculum.

For several years now I have been on the Du Bois Educational Series Committee, which has presented four programs a year, at Monument Mountain Regional High School, to the students and community, which are related to Dr. Du Bois's legacy, African-American history and culture, etc., in the form of spoken word, literature, lectures, theater and musical performances. I invited several of the performers and helped create and promote their programs for this series. In addition, the Committee created and oversaw the 150th Du Bois Birthday Event at the Mahaiwe Theater last February 23rd, 2018, and I invited and interviewed blues performer Guy Davis, son of Ossie Davis and Ruby Dee, at that event.

I would be excited and pleased to work with the Town, through this Committee, to continue our important work promoting the legacy of our most important Native Son, who was and still is so influential in so many ways for our country, and for the world.

Please let me know if you also need a written letter to be sent to you. Thanks!
Barbara Dean

Sincerely,

September 18, 2018

Helen Kuziemko
Office of the Selectboard
Town of Great Barrington
334 Main St
Great Barrington, MA 01230

Dear Great Barrington Selectboard:

I am writing to request appointment to the Great Barrington Selectboard's Du Bois Legacy Committee. My name is Gwendolyn VanSant and I have been residing in Great Barrington for the better part of three decades. I came to the Berkshires as a Simon's Rock student and had written my college application essays about Du Bois and Booker T. Washington. I, in turn, had been accepted and awarded a scholarship in his name. This began my relationship with Dr. W. E. B. Du Bois. Within a couple of years I began an internship with Randy Weinstein at his bookstore researching about Du Bois and if you flash forward two decades I have been involved in or organized several Du Bois related events through my work at Multicultural BRIDGE. To name one, I am proud to host the Race Task Force that catalyzed the conversations that led ultimately to the reactivation of our Berkshire County NAACP within the last decade.

In the 20 years in between my first college essays and the inception of BRIDGE, I benefitted by serving on the African American Heritage Trail, inaugural committee of the Lift Ev'ry Voice African American Heritage Festival, having several heart to hearts with Rev. Dozier while absorbing her vision for Great Barrington and its relationship with Du Bois and the many talks shared with Du Bois scholar, Dr. Homer Meade, of Stockbridge and Dr. Jones Sneed, African American scholar, of North Adams. As I work, I continually discover that Dr. Du Bois was a sage and his wisdom was bottomless. I reference him throughout my non-profit, consulting and community organizing work. I find his work grounding and inspiring and I often marvel at what he achieved in his lifetime.

As you all know I eagerly accepted Randy Weinstein's invitation to join and co-chair the Town Manager's Du Bois 150th Task Force last year. It is because I truly felt there was no greater historic moment in Great Barrington than Du Bois' 150th that I would like to be a part of. It proved to be an opportunity for our community to heal, restore a legacy of our global civil rights icon hailing from our town of Great Barrington and to do some community building united around justice and equity. We learned to address our gaps in knowledge, confront concerns by listening and staying in dialogue with one another as a community and to bravely lean in to the perceived imperfections of our civil rights leader. Our goal was to cultivate understanding and support our Great Barrington community and beyond in embracing Du Bois for all of his sensibilities in economic justice, feminism, civil

rights, environmentalism and racial equity. Residents and neighbors of all backgrounds and ages came together to understand the genius and clairvoyance of Dr. Du Bois. I am honored to have played a part in the organization and stewardship of that 150th Festival to honor the specific values and teaching in education, racial equity, civil rights and economic justice and would be honored to continue to uphold this African American icon and his ideals and life's work. All of my efforts would continue to be carried forth in reverence for all of the scholars and activists dedicated to upholding the life and work of Dr. Du Bois over the last 55 years.

At your pleasure, I would be happy to serve the town of Great Barrington and the legacy of Dr. Du Bois as an appointee. Thank you for considering my application for appointment and thank you all as members of the Great Barrington Selectboard for stewarding this important work towards justice and equity in our town.

Best,
Gwendolyn VanSant
202 State Rd.

Helen Kuziemko

From: REGINALD LEONARD <smoothoperator3@msn.com>
Sent: Wednesday, September 19, 2018 5:28 PM
To: Helen Kuziemko
Subject: DuBois Legacy Committee

Dear Mrs. Kuziemko,

My name is Reginald C. Leonard and I am interested in serving on the Town of Great Barrington W.E.B. DuBois Legacy Committee. I live in West Stockbridge. I have attended several programs honoring DuBois in the past and would like to be considered as a candidate to serve on the committee. Thank you in advance.

Sincerely,

Reginald Leonard

Sent from [Mail](#) for Windows 10

Helen Kuziemko

From: Leah Reed <lwraka@gmail.com>
Sent: Wednesday, September 19, 2018 4:20 PM
To: Helen Kuziemko
Subject: WEB Du Bois Legacy Committee

My name is Leah Reed and I would like to submit my name for consideration as a member of the WEB Du Bois Legacy Committee in Great Barrington, MA. I have roots in Great Barrington and I am a former member of the Clinton AME Zion Church; our family home that was owned by my aunt, Alice McArthur, is located right next to Clinton AME Zion Church. As the Vice President of the Berkshire County Branch, NAACP, I would be honored to be a part of such a committee. WEB Du Bois was a founding member of the NAACP. He also served as our director of publicity and research, was a member of the board of directors, and was the founder and editor of The Crisis, the NAACP's monthly magazine. I consider myself to be a staunch advocate not only for civil rights but for human rights. As a mother racial equality is important to me. Colorism exists in America and as a diverse family I confront this issue every day in my community.

Celebrating my Black heritage and WEB Du Bois was very important to my grandmother, the late Edna B Wilks, who was the President of the Clinton AME Zion Church. She was the first person to introduce South County to celebrating Kwanzaa. Her friend and mentee, the late Reverend Ester Dozier continued the torch in her passing. She also was the music director at the church, and worked in conjunction with Mrs. Gunn in reintroducing WEB DuBois back to his community. When I was 16 years old and a student at Monument Mountain Regional High School, I sang the Black National Anthem at his marker in South County at an event that the two women initiated. My grandmother died in 1997 and I would be honored to continue her work today in 2018.

Thank You

Sincerely,

Leah W. Reed

Helen Kuziemko

From: Stephanie Wright <stephanie@multiculturalbridge.org>
Sent: Wednesday, September 19, 2018 6:46 PM
To: Helen Kuziemko
Subject: W. E. B. DuBois Legacy Committee

Good Afternoon Helen,

My name is Stephanie Wright. I have been teaching about W. E. B. DuBois for a few years now to students in Great Barrington. I now have a small group of students who definitely know about DuBois. They are proud ambassadors of the knowledge they have gained learning about DuBois. I also was part of the team that worked to make for the successful events for the first birthday bash in 2017.

I was very proud of my part for the written and spoken word that the students participated in at The Triplex Theater. The students were very engaging and wanted to do their best for the audience. I would love to be part of the Great Barrington W. E. B. DuBois Legacy Committee. I have the passion, time and drive to commit to the Committee. I also have some experience sitting at the tables at Marketplace Restaurant planning and executing the events.

If you would like more information I can be reached at this email address or my phone number is 413-229-2981.

I look forward to your reply,
Stephanie Wright

Town Meeting/Election Calendar 2019

Town Meeting on May 6th and Election on May 14th


Selectboard Open Citizen Petition Time	Wednesday, January 2, 2019
Selectboard Close Citizen petition Time	Thursday, January 31, 2019
Nomination Papers Available in Clerk's Office	Monday, February 4, 2019
Planning Board to have completed all Public Hearings by this date	Friday, March 15, 2019
Last Date to obtain nomination papers	Friday, March 22, 2019
Selectboard approve Final Warrant	Monday, March 25, 2019
Last Date to submit nomination papers	Tuesday, March 26, 2019
Last Date to Object or Withdraw Nomination	Thursday, April 11, 2019
Last Day to send warrant to printers	Friday, April 12, 2019
Last Date to register to vote	Tuesday, April 16, 2019
Last date to mail out Warrant Postcards	Monday, April 22, 2019
Last Date to post Warrant	Monday, April 29, 2019
Mini-Town Meeting @ Town Hall 6 PM	Wednesday, May 1, 2019
Town Meeting @ Monument Mountain 6 PM	Monday, May 6, 2019
Town Election 8:00 AM- 8:00 PM	Tuesday, May 14, 2019

September 7, 2018

RE: Commonwealth Cultivation, Inc.

As of this date, the undersigned notify of an official name change from
Commonwealth Cultivation Inc. to Green Railroad Group, Inc. Please use new name on all
related matters

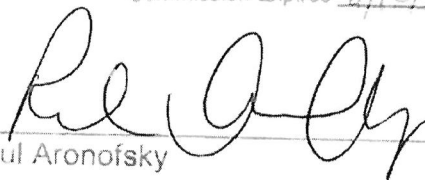
Thank you,



Steven Silverstein Date 9-7-18

Notary 

DANIEL NJOH MBENGUE
Notary Public - State of New York
Qualified in New York County
No. 01NJ6147947
Commission Expires 8/10/22



Paul Aronofsky Date 9/10/18

Notary: 

ALDO Y CABRERA
Notary Public - State of New York
NO. 01CA6331725
Qualified in Nassau County
My Commission Expires Oct 19, 2019

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization

(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

ARTICLE I

The exact name of the corporation is:

Green Railroad Group, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, * if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
common	10000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

none

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

none

ARTICLE VI

Other lawful provisions, and if there are no such provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
68 Main Street, Lenox, MA 01240
- b. The name of its initial registered agent at its registered office:
Paul Aronofsky
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **Paul Aronofsky**

Treasurer: **Paul Aronofsky**

Secretary: **Paul Aronofsky**

Director(s): **Paul Aronofsky**

- d. The fiscal year end of the corporation:
December
- e. A brief description of the type of business in which the corporation intends to engage:
retail
- f. The street address of the principal office of the corporation:
68 Main Street, Lenox, MA 01240
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

68 Main Street, Lenox, MA 01240 _____, which is
(number, street, city or town, state, zip code)

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 11 day of September, 2018 by the incorporator(s):

Signature: Paul Aronofsky

Name: Paul Aronofsky

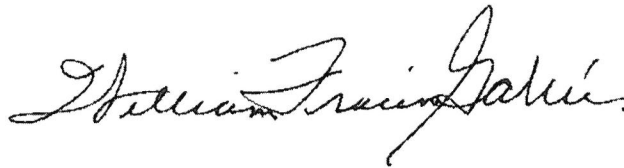
Address: 68 Main Street, Lenox, MA 01240

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

September 11, 2018 09:45 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

Applicant

I, Brian Vincent, (insert name) certify as an authorized representative of Commonwealth Cultivation Inc (insert name of applicant) that the applicant has executed a host community agreement with Great Barrington (insert name of host community) pursuant to G.L.c. 94G § 3(d) on July 23rd 2018 (insert date).

A handwritten signature in black ink, appearing to read 'Brian Vincent', written over a horizontal line.

Signature of Authorized Representative of Applicant

Host Community

I, Steven Bannon, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Great Barrington (insert name of host community) to certify that the applicant and Great Barrington (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 23, 2018 (insert date).

A handwritten signature in black ink, appearing to read 'Steven Bannon', written over a horizontal line.

Signature of Contracting Authority or
Authorized Representative of Host Community

**GREAT BARRINGTON AND
COMMONWEALTH CULTIVATION INC.**

HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 23rd day of July, 2018 by and between Commonwealth Cultivation Inc., a Massachusetts corporation and, any successor in interest, with a principal office address of 31 Wendell Avenue, Pittsfield, Massachusetts 01201 (the "Company"), and the Town of Great Barrington, acting by and through its Selectboard, in reliance upon all of the representations made herein, a Massachusetts municipal corporation with a principal address of 334 Main Street, Great Barrington, Massachusetts 01230 (the "Town").

WHEREAS, the Company wishes to locate an Adult-Use Marijuana Retail Establishment (the "Establishment") for the retail sale of adult-use marijuana and marijuana products at a facility with two thousand eight hundred thirty-two (2,832) square feet of operation, located at 82 Railroad Street, Great Barrington, as shown as Assessor's Map 19, Lot 63 (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00 and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations; and

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

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

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

1. **Recitals**

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

2. **Annual Payments**

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

occupy and operate the Facility in the Town, then the Company agrees to provide the following Annual Payments.

A. Community Impact Fee

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

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

B. Legal Fees

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

C. Additional Costs, Payments and Reimbursements

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

D. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations for health, wellness, and/or substance abuse education programs in the Town an amount no less than ten thousand dollars (\$10,000), said charities/non-profit organizations to be determined by the Company in its reasonable discretion (the "Annual Charitable/Non-Profit Contribution"). The Annual Charitable/Non-Profit Contribution shall be made annually beginning on the first anniversary following the commencement of operations, and shall continue for the term of this Agreement.

E. Annual Reporting for Host Community Impact Fees

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

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

3. Local Vendors and Employment

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

4. Local Taxes

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

5. Security

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

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

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

6. Community Impact Hearing Concerns

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

7. Required Signage

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

8. Additional Obligations

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

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

9. Re-Opener/Review

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

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

10. Support

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

11. Term

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

12. Successors/Assigns

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

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

13. Notices

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

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

To Licensee: Commonwealth Cultivation Inc.
 31 Wendell Avenue
 Pittsfield, MA 01201

14. Severability

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

15. Governing Law

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

16. Entire Agreement

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

17. Amendments/Waiver

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

18. Headings

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

19. Counterparts

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

20. Signatures

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

21. No Joint Venture

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

22. Nullity

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

23. Indemnification

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

24. Third-Parties

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

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

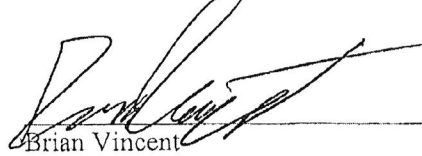
TOWN OF GREAT BARRINGTON



Stephen Bannon
Chair, Selectboard,
On behalf of the

Town of Great Barrington

COMMONWEALTH CULTIVATION INC.



Brian Vincent
Chief Executive Officer
On behalf of Commonwealth Cultivation Inc.

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