

Jennifer Tabakin  
Town Manager

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



Town Hall, 334 Main Street  
Great Barrington, MA 01230

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

# TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

REVISED

SELECTMEN'S MEETING

TUESDAY, OCTOBER 15, 2013, 7:00 PM

TOWN HALL, 334 MAIN STREET

ORDER OF AGENDA

**1. CALL TO ORDER:**

**2. APPROVAL OF MINUTES:**

September 30, 2013 Special Meeting

**3. SELECTMEN'S ANNOUNCEMENTS/STATEMENTS:**

A. GENERAL COMMENTS BY THE BOARD.

**4. TOWN MANAGER'S REPORT:**

A. FOLLOW UP ITEMS

B. DEPARTMENT UPDATES

- HEALTH DEPT.

- FIRE DEPT.

- DEPT. OF PUBLIC WORKS

C. COMMITTEE UPDATES

- GB CULTURAL COUNCIL/LEE ROGERS, CHAIR

**5. PUBLIC HEARINGS:**

A. THOMAS AND JUNE LOVETT, 383 NORTH PLAIN ROAD, HOUSATONIC, MA 01236  
FOR A SPECIAL PERMIT FOR A TWO FAMILY RESIDENTIAL USE OF A SINGLE LOT AT  
383 NORTH PLAIN ROAD, HOUSATONIC, MA 01236 PER SECTIONS 3.1.4 A(2), 8.1 AND  
10.4 OF THE GREAT BARRINGTON ZONING BY LAW. (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

**6. LICENSES OR PERMITS:**

- A. LEE ROGERS/BARD COLLEGE AT SIMON'S ROCK FOR ONE DAY BEER AND WINE LIQUOR LICENSE FOR FRIDAY, NOVEMBER 22, 2013 FROM 5:00 PM – 8:00 PM AT 84 ALFORD ROAD. (DISCUSSION/VOTE)
- B. BETSY ANDRUS/SO. BERKSHIRE CHAMBER OF COMMERCE FOR TEMPORARY WEEKDAY OUTDOOR ENTERTAINMENT LICENSE FOR FRIDAY, NOVEMBER 1, 2013 FROM 6:30 PM – 8:30 PM, WITH CLEAN UNTIL 10:00 PM, (RAIN DATE – SATURDAY, NOVEMBER 2) AT GB HISTORICAL SOCIETY. (DISCUSSION/VOTE)
- C. SANDRA N. TONES AND ANTHONY VALENTIN/FIESTA BAR AND GRILL LLC D/B/A FIESTA BAR AND GRILL FOR 2013 COMMON VICTUALLER LICENSE FROM 11:00 AM – MIDNIGHT AT 284 MAIN STREET. (DISCUSSION/VOTE)
- D. SANDRA N. TONES AND ANTHONY VALENTIN/FIESTA BAR AND GRILL LLC D/B/A FIESTA BAR AND GRILL FOR 2013 WEEKDAY ENTERTAINMENT LICENSE FOR MONDAY – FRIDAY FROM 8:00 PM – 2:00 AM AND SATURDAY FROM 8:00 PM – 11:59 PM AT 284 MAIN STREET. (DISCUSSION/VOTE)
- E. SANDRA N. TONES AND ANTHONY VALENTIN/FIESTA BAR AND GRILL LLC D/B/A FIESTA BAR AND GRILL FOR 2013 SUNDAY ENTERTAINMENT LICENSE FROM 12:00 AM – 11:59 PM AT 284 MAIN STREET. (DISCUSSION/VOTE)
- F. JODI CAHILLANE/WARD'S NURSERY & GARDEN CENTER FOR ONE DAY BEER AND WINE LICENSE FOR THURSDAY, NOVEMBER 14, 2013 FROM 5:00 PM – 8:00 PM AT 600 MAIN STREET. (DISCUSSION/VOTE)

**7. NEW BUSINESS:**

- A. PETER DILLON/BHRSD SUPERINTENDENT – HIGH SCHOOL RENOVATION PROJECT UPDATE.
- B. BOS – APPOINTMENT OF ELECTION OFFICERS FOR FY 2014. (DISCUSSION/VOTE)
- C. BOS – APPOINTMENT OF MEMBER TO THE FIVE TOWN CABLE ADVISORY COMMITTEE. (DISCUSSION/VOTE)
- D. BOS - APPOINTMENT OF TWO (2) MEMBERS TO THE COMMUNITY PRESERVATION COMMITTEE. (DISCUSSION/VOTE)
- E. BOS - FIREFIGHTERS ASSOCIATION AGREEMENT. (DISCUSSION/VOTE)

**8. OLD BUSINESS:**

- A. BOS – APPROVAL OF SIX TOWN REST OF RIVER INTERGOVERNMENTAL AGREEMENT. (DISCUSSION/VOTE)
- B. BOS – HAMPSHIRE COUNCIL OF GOVERNMENTS - APPROVAL OF UPDATED ELECTRICITY AGGREGATION AGREEMENT. (DISCUSSION/VOTE)
- C. BOS – REVIEW OF COVER LETTER AND APPROVAL OF SOLARIZE MASS JOINT GRANT APPLICATION WITH THE TOWN OF EGREMONT. (DISCUSSION/VOTE)

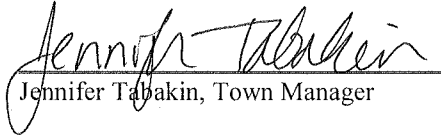
**9. CITIZEN SPEAK TIME:**

**10. SELECTMEN'S TIME:**

**11. MEDIA TIME:**

12. ADJOURNMENT:

NEXT SELECTMEN'S REGULAR MEETING: MONDAY, OCTOBER 28, 2013 AT 7:00 P.M.

  
Jennifer Tabakin, Town Manager

**THIS MEETING MAY BE RECORDED BY MEMBERS OF THE MEDIA.  
THE LISTING 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.**

BOS SP # 800-13

**TOWN OF GREAT BARRINGTON**

**NOTICE OF PUBLIC HEARING**

The Board of Selectmen will hold a public hearing on Tuesday, October 15, 2013 at 7:00 P.M. at Town Hall, 334 Main Street, Great Barrington, MA to act on the special permit application of Thomas and June Lovett, 383 North Plain Road, Housatonic, MA, 01236 for a special permit for a two-family residential use of a single lot at 383 North Plain Road, Housatonic, MA 01236 per Sections 3.1.4 A(2), 8.1, and 10.4 of the Zoning Bylaw.

Sean Stanton, Chairman

**Publish Friday, September 20, 2013 and Friday, September 27, 2013**

**Berkshire Record**

Town Hall, 334 Main Street  
Great Barrington, MA 01230



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

TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

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PLANNING BOARD

October 6, 2013

Board of Selectmen  
Town Hall  
Great Barrington, MA

RE: Special Permit  
383 North Plain Road

Dear Members of the Board of Selectmen:

At their meeting of September 26, 2013, the Planning Board voted to send a favorable recommendation on the special permit application submitted by Thomas and June Lovett for a two-family use on a single lot at 383 North Plain Road.

Thank you for the opportunity to comment.

Sincerely,

Kimberly L. Shaw  
Planning Board Secretary

Cc: Chris Rembold, Town Planner

Ron Majdalany, Chairman  
Claudia Ryan, Vice-Chair  
Michael Lanoue

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

October 7, 2013

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

RE: Special Permit # 820-13

Dear Board Members:

At its meeting of October 4, 2013 the Board of Health reviewed the Special Permit Application #820-13 submitted by Thomas and June Lovett, for the two family use of a single lot at 383 North Plain Road, Housatonic, MA in accordance with Sections 3.1.4 A (2) 8.1 and 10.4 of the Great Barrington zoning Bylaw. After discussion and review, the board voted in favor of the Special Permit with the following conditions:

- (1) Put risers on the tank bringing the inlet and outlet up to grade.
- (2) Put an outlet filter on the tank.
- (3) Replace the Distribution Box.
- (4) Add 4-6 infiltrator chambers to handle additional flows.

Sincerely,

Mark Pruhenski  
Health Agent

MP/crw

Cc: Town Planner

Shepley Evans  
Conservation Agent

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



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**TOWN OF GREAT BARRINGTON  
MASSACHUSETTS**

**CONSERVATION COMMISSION**

**MEMORANDUM**

To: Board of Selectmen  
From: Shepley Evans, Conservation Agent *SE*  
Date: September 26, 2013  
Copy: Chris Rembold, Town Planner  
Re: Special Permit Application #820-13

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At its regularly scheduled monthly meeting on September 25<sup>th</sup>, 2013 the Conservation Commission voted to pass Special Permit #820-13. The Lovett property at 383 North Plain Road is out of Wetlands Protection Act and Scenic Mountains Act jurisdiction. No further recommendations were made.

Thank you.

Bos

FOR OFFICE USE ONLY

Number Assigned 820-13  
Copy to Planning Board 9/23/13  
Advertised 9/20, 9/27/13 Record  
Public Hearing Bos 10/15/13  
Fee: \$150.00 Date Paid 9/17/13

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

MAP 26 LOT 98H BOOK 579 PAGE 199 ZONING DISTRICT R-1-A

Date of Application 9/17/13 Telephone Number (413) 274-6204

Petitioner (Applicant)

Name and complete mailing address THOMAS & JUNE LOVETT  
383 N. Plain Rd HOUSATONIC MA 01236

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

THOMAS E. LOVETT JR & JUNE M. LOVETT  
383 North Plain Rd HOUSATONIC MA 01230

I (we) request a Special Permit for: Addition of Garage with ~~Removal~~ New  
Dwelling Unit - 875 s.f. - above.  
3.1.9A(2);

Under Section 171- ~~8.1~~ 8.1; 10.4 of the Great Barrington Zoning Bylaws.

**REQUIREMENTS: PLEASE READ AND COMPLY WITH THE FOLLOWING:**

**Seventeen (17)** exact copies of items 1 through 9 are to be submitted:


1. Completed application form SP-1.
2. Site Plan, drawn to scale, applicable to the site and use of said site for which a special permit is requested.
3. Specifications necessary to further describe the site or 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.
4. 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' maps.
5. Zoning Map designating the zoning district and location for the area for which a special permit is requested, plus a USGS map enlarged and showing the site location.
6. If applicant and owner are different, a letter signed by the owner of the property authorizing the applicant to apply for the special permit.

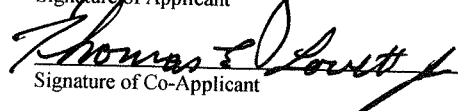


- 7. Drainage Plan indicating the destination of all runoff from the property. In the event of substantial increase in impervious surfaces, the SPGA may require calculations as substantiation for the drainage plan.
- 8. Landscaping Plan drawn to scale.
- 9. Parking spaces must be designated and numbered; each space must be 180 sq. ft. with a width not less than 9 feet.

**SPECIFICS:**

- 1. All site plans and specifications must be signed and dated by the preparer.
- 2. **ALL OWNERS** of property must sign the application.
- 3. A copy of Article 10 (special permit procedure) is available upon request.
- 4. Fee for application is \$150.00 to cover the cost of the public hearing notices 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 correlated into seventeen sets, please 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 will be scheduled. Meetings before the Planning Board, Conservation Commission and Board of Health will also be arranged at this time.

  
Signature of Applicant


  
Signature of Co-Applicant

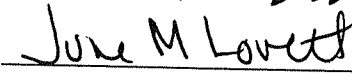
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**PLEASE READ AND SIGN BELOW**

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 EACH APPLICANT, WHO SHALL SUBMIT WITH HIS APPLICATION A SIGNED STATEMENT THAT HE HAS READ THIS REGULATION AND AGREES TO BE BOUND BY IT.

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

Signature 

Signature 

Date \_\_\_\_\_

Bruce Firger, Assessor  
John Katz, Assessor  
Christopher J. Lamarre  
Principal Assessor

E-mail: [clamarre@townofgb.org](mailto:clamarre@townofgb.org)



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Great Barrington, MA 01230

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Fax: (413) 528-2290

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### ASSESSORS' OFFICE

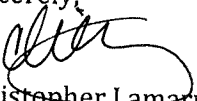
September 9, 2013

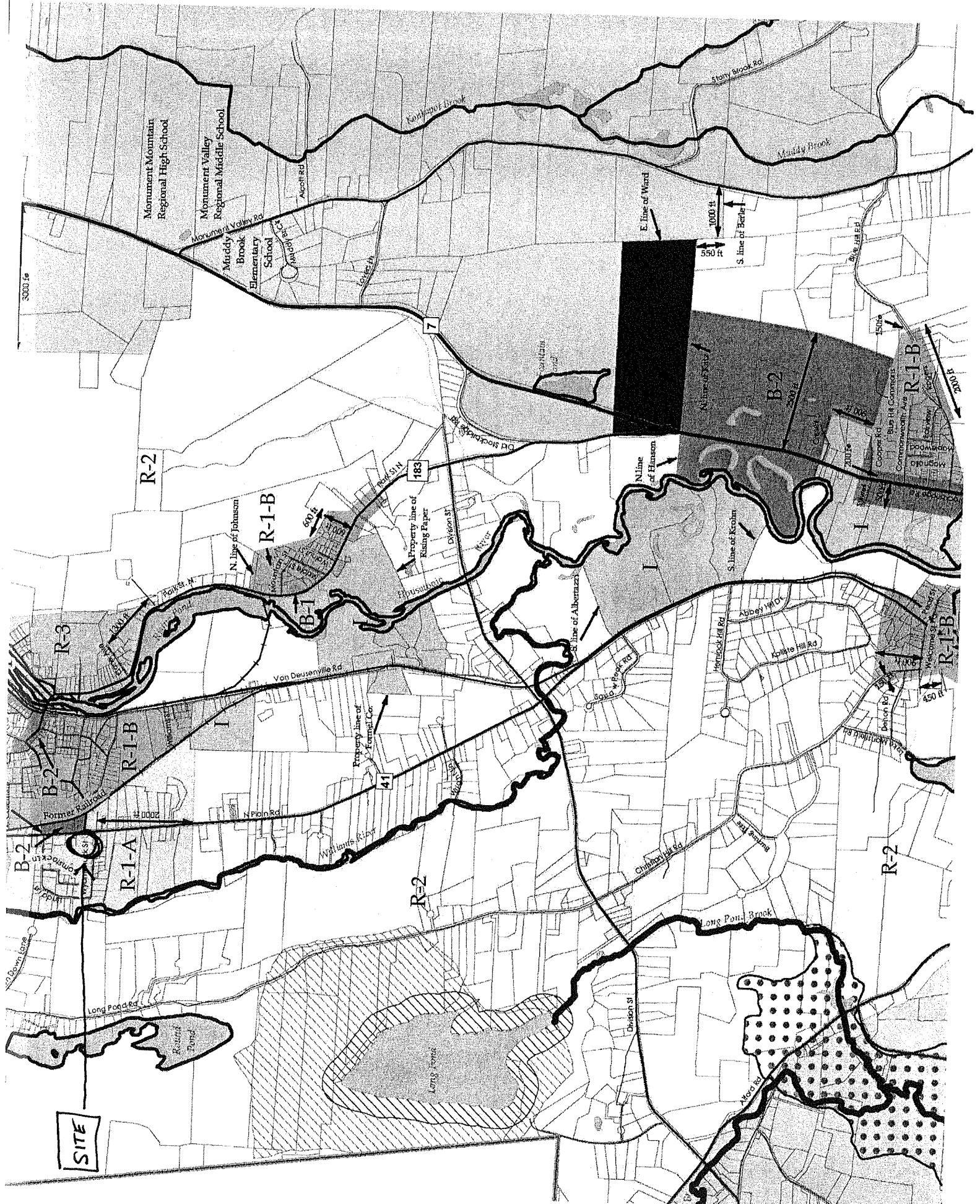
ABUTTERS TO PROPERTY OF: THOMAS E. LOVETT JR. & JUNE M. LOVETT  
383 North Plain Road, Map 26 Lot 58H, Book 579 Pg. 199

| <u>MAP</u> | <u>LOT</u> | <u>ABUTTER</u>  |
|------------|------------|---|
| 26         | 53A        | Dale L. & Sandra Alden, PO Box 193, Ashley Falls, MA 01222-0193   |
| 26         | 58E        | Ronald H. & Joan S. Race, PO Box 371, Housatonic, MA 01236-0371   |
| 26         | 58F        | Jennifer Race, PO Box 396, Housatonic, MA 01236-0396  |
| 26         | 58G,59     | Menahem Dimant & Vivian M. Akel, 145 98 <sup>th</sup> St., Brooklyn, NY 11209-7604  |
| 26         | 54B,60     | Berkshire Omega Corp., PO Box 421, Pittsfield, MA 01202-0421  |
| 26         | 67         | Thomas E. & Bradley P. Hunt, Trustees, Hunt Family Irrevocable Trust of 2010,<br>375 North Plain Rd., Housatonic, MA 01236-9744 |
| 26         | 68,69      | Rosemary Smith, 7 Wyantenuck St., Housatonic, MA 01236-9712   |
| 26         | 70         | Thomas J. & Diane C. Hatch, 9 Wyantenuck St., Housatonic, MA 01236-9712   |
| 26         | 71         | Dennis F. Olszewski & Diane M. Tracy, 17 Brainard Ave., Gt. Barrington, MA 01230-1703   |
| 26         | 53         | Susan S. Binger, Trustee, Susan S. Binger Nominee Realty Trust, 1510 Lexington Ave. PH J,<br>New York, NY 100029-7173           |
| 26         | 13         | Peter F. & Carolyn L. Troiano, PO Box 417, Housatonic, MA 01236-0417  |
| 26         | 13A,14,15  | Janice L. Storti, PO Box 169, Housatonic, MA 01236-0169   |
| 26         | 16,17      | Darrell J. Marks, 384 North Plain Rd., Housatonic, MA 01236-9745  |
| 26         | 18         | Frank C. & Jacquelin Stevens, 31 Avenue, Gt. Barrington, MA 01230-9050  |
| 26         | 19         | Paul S. Dickinson, PO Box 146, Housatonic, MA 01236-0146  |
| 26         | 58A,61     | Tina L. Kinser & Karen J. Bove, 280 Blueberry Hill Rd., Shavertown, PA 18708-9512   |
| 26         | 72         | Frank J. Armstrong Jr., 13 Wyantenuck St., Housatonic, MA 01236-9712  |
| 26         | 90         | Massachusetts Electric Co., 40 Sylvan Rd., Waltham, MA 02451-2286   |

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

Sincerely,

  
Christopher Lamarre  
Principal Assessor



Monument Mountain Regional High School  
Monument Valley Regional Middle School

Muddy Brook Elementary School

R-2

R-1-B

R-3

R-1-A

R-1-B

R-2

R-2

R-1-B

R-1-B

SITE

Monument Mountain Regional High School  
Monument Valley Regional Middle School

Muddy Brook Elementary School

R-2

R-1-B

R-3

R-1-A

R-1-B

R-2

R-2

R-1-B

R-1-B

SITE

# Town of Great Barrington ZONING MAP

Prepared by the Planning Department  
Date: 10/20/15  
Map No. 1-2015

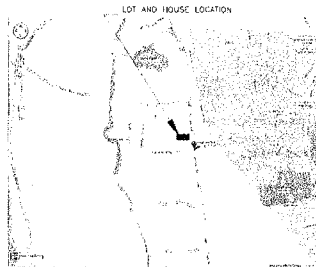
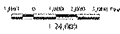
- RESIDENTIAL**
- R-1-A One-Family Medium Density (15,000 sq.ft.)
  - R-1-B One-Family High Density (6,500 sq.ft.)
  - R-2 Average Residential (1 acre)
  - R-3 General Residential (15,000 sq. ft.)
  - R-4 Large Average Residential (2 acres)

- BUSINESS**
- B Downtown Business
  - B-1 Neighborhood Business
  - B-2 General Business
  - B-2-A Traditional Business
  - B-3 Transient Mixed-Use
  - DBP Downtown Business Parking

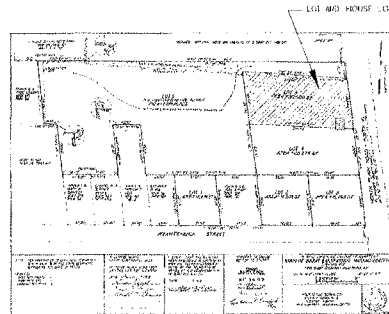
- INDUSTRIAL**
- I Light Industry
  - I-2 Industrial / Multi-Use

- OVERLAY DISTRICTS**
- VLOD Village Center Overlay District (see Section 9.6)
  - HIMROD Housatonic Mills Revitalization Overlay District (see Section 9.6)

For more information, please contact:  
Town of Great Barrington Planning Department  
100 North Main Street, 2nd Floor  
Great Barrington, MA 01230

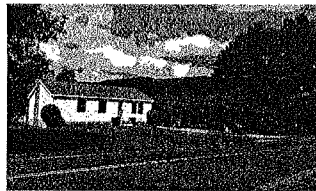


Locus Plan



Plot Plan  
SCALE: 1" = 100'-0"

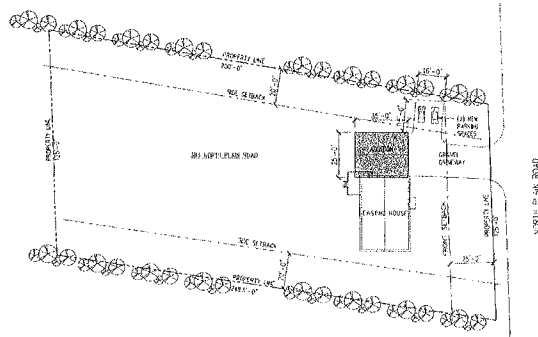
EXISTING USE: (1) STORY SINGLE FAMILY HOME  
PROPOSED: ADDITION OF GARAGE WITH 625 S.F. 2-BEDROOM DWELLING UNIT ABOVE  
PROPOSED PARKING: 2 SPACES IN GARAGE  
2 ON DRIVEWAY



Existing House

ADDRESS: 383 NORTH CLARK ROAD  
HOUSATONIC, MA 01236

ZONING DISTRICT: R-1-A  
SETBACKS: FRONT 25 FT MIN  
SIDE 20 FT  
REAR 30 FT

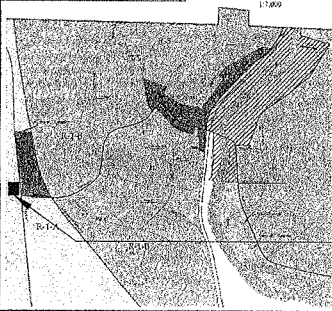


Site Plan  
SCALE: 1" = 30'-0"

- Legend**
- Lakes/Ponds
  - Perennial Streams
  - Roadways

| Zoning | I     | HIMROD |
|--------|-------|--------|
| B      | 12    | VLOD   |
| B-1    | R-1-A |        |
| B-2    | R-1-B |        |
| B-2A   | R-2   |        |
| B-3    | R-3   |        |
| DBP    | R-4   |        |

## Housatonic Village



LOT AND HOUSE LOCATION

Design: [Name]  
Date: [Date]  
Scale: 1" = 30'-0"

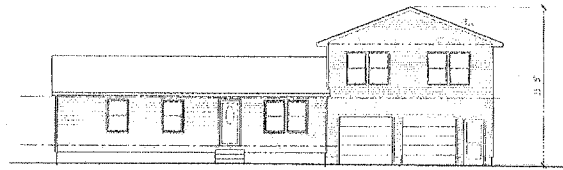
Project: [Name]  
Address: 383 North Clark Road  
Housatonic, MA

Site: [Name]  
Existing Conditions

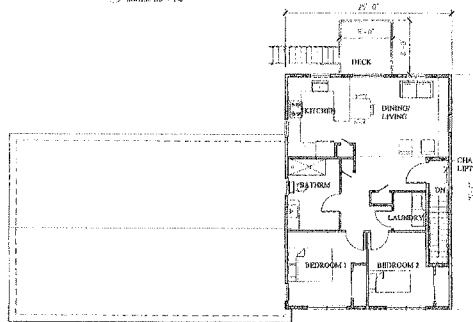
DATE: 16 Sept 2015  
BY: [Name]

AS NOTED

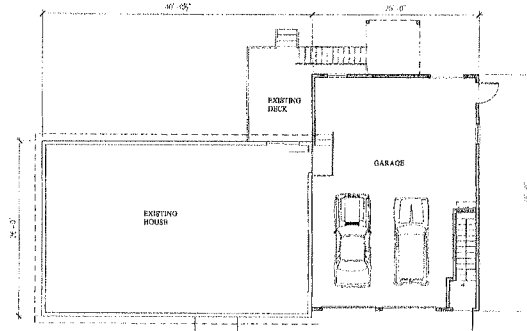
A-1



3 Street Elevation  
SCALE: 1/4" = 1'-0"



2 2nd Floor Plan  
SCALE: 1/4" = 1'-0"



1 Garage Floor Plan  
SCALE: 1/4" = 1'-0"



Design Services, Architects  
10000 W. 12th Ave. #1214  
411 West 45th St.

Lowell Residence  
383 North Glen Road  
Houston, TX

Floor Plans and Street Elevation

16 Sept. 2015

As Noted

A-2

Lovett, 383 North Plain Road



FEE: \$25.00

Pd.

DATE: 10/7/13



TOWN OF GREAT BARRINGTON

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: Lee Rogers

ORGANIZATION NAME: Bard College at Simons Rock

APPLICANT'S ADDRESS: 84 Alford Road, Ct Barrington MA 01230

Type of license being Applied for:

ONE DAY BEER & WINE

ONE DAY ALL ALCOHOLIC

EVENT: Annual Staff / Faculty Recognition Event

DATE: Fri. 11/08/13 START TIME: 5 PM END TIME: 8 PM

LOCATION: Dining Hall, Simons Rock Campus

EVENT ON TOWN PROPERTY? Yes \_\_\_\_\_ No X

IF YES, PLEASE ATTACH CERTIFICATE OF LIQUOR LIABILITY INSURANCE.

In accordance with the rules and regulations made under authority of said Statutes.

Lee Rogers

Signature of Applicant

84 Alford Rd, Ct Barrington MA 01230

Mailing Address

413-588-7208

Telephone Number

Decision:  
Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_

**ORIGINAL**



RECEIVED  
TOWN MANAGER

OCT 03 2013

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

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

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

Name: Betsy Andrews

Business/Organization: Southern Berkshire chamber

D/B/A (if applicable): \_\_\_\_\_

Address: 40 Railroad Str. Gt. Barr. Ma 01230

Mailing Address: PO Box 810

Phone Number: 413-528-4284

**TYPE:** (Check all that apply)  Concert  Dance  Exhibition  Cabaret  DJ

Live band with up to \_\_\_ pieces, including singers  Public Show

Other (please explain) Haunted Hayride

**INCLUDES:**  Live music  Recorded music  Dancing by entertainers/ performers

Dancing by patrons  Amplification system  Theatrical exhibition

Floorshow  Play  Moving picture show  Light show  Jukebox

Other (please explain) \_\_\_\_\_

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

\_\_\_ YES

NO

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



Exact Location of Entertainment (include sketch): See attached

Date(s) of Entertainment\*: Fri. NOV 1, 2013 - rain date  
Sat. Nov 2nd  
\*Does not include SUNDAY

Start & End Times of Entertainment: 6:30 pm - 8:30 pm  
Set up - Friday - Clean-up - 10:00 pm

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

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

Chibete A... Oct 3, 2013 [Redacted]  
Signature of Individual or Date SS# or FID#  
Corporate Officer

TOWN USE ONLY:

DRT Review with Conditions: DRT ok 10/8/13. If using Main St,  
still needs permission of Police Chief. If using private

APPROVAL DATE: \_\_\_\_\_ LICENSE # \_\_\_\_\_

Property, needs  
permission of property  
owners. (CP)

# *Follow Me... to the Haunted Hayride!!*



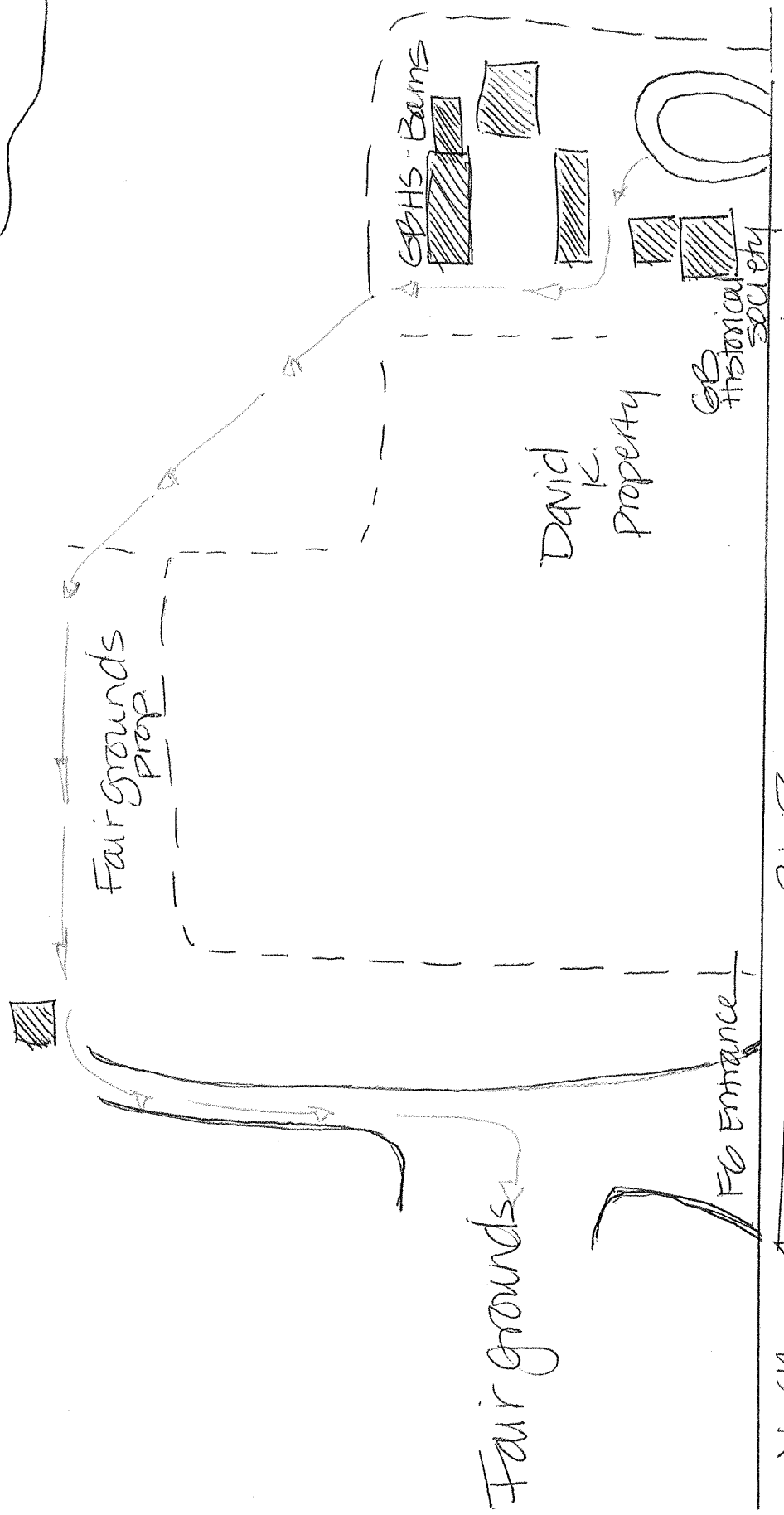
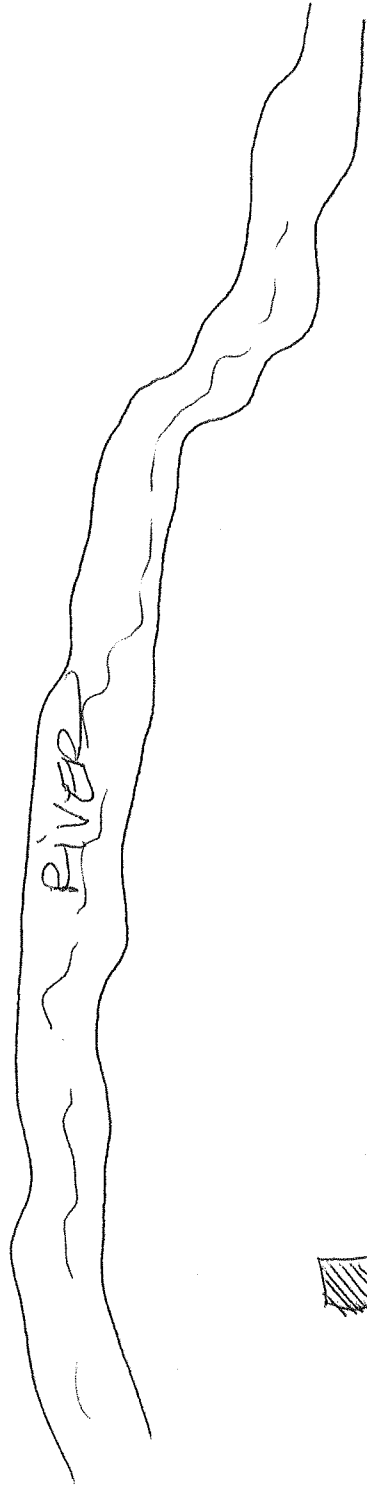
***Friday, November 1, 2013***

***6:30- 8:30pm***

***Load up at the GB Historical Society  
South Main Street, Great Barrington***

*\$2.00 per person, per ride  
Ticket sales begin at 6:00pm*





Dale  
C.  
Prop.

GBHS - Bams

David  
K.  
Property

GB  
Historical  
Society

Fairgrounds  
Prop

Fairgrounds

Fe Entrance

North

RT 7

South



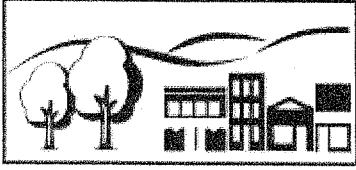


Historical S.  
Barn

Looking @  
fair ground  
prop.



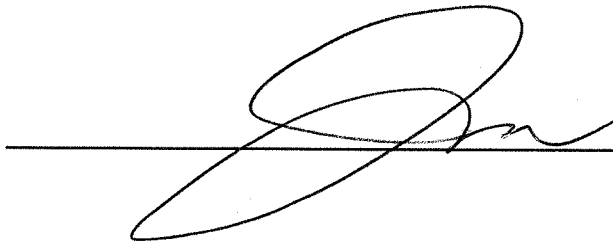
standing on  
~~the~~ Fairground  
prop.  
Looking  
@ back of  
Historical  
Barn

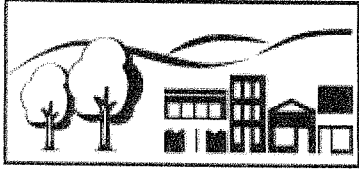


## SOUTHERN BERKSHIRE CHAMBER OF COMMERCE

October 11, 2013

The Great Barrington Historical Society has agreed to let the Southern Berkshire Chamber use their property for the Haunted Hayride, on November 1, 2013 (with a rain date of Nov 2, 2013). The event will run from 6:30-8:30pm with additional time for set-up.


  
\_\_\_\_\_ GB Historical Society



## SOUTHERN BERKSHIRE CHAMBER OF COMMERCE

October 11, 2013

The Fairground Community Redevelopment Project has agreed to let the Southern Berkshire Chamber use their property for the Haunted Hayride, on November 1, 2013 (with a rain date of Nov 2, 2013). The event will run from 6:30-8:30pm with additional time for set-up.

  
\_\_\_\_\_  
Fairground Community  
Redevelopment Project. *(President)*

OCT 07 2013

COMMONWEALTH OF MASSACHUSETTS  
TOWN OF GREAT BARRINGTON  
APPLICATION FOR COMMON VICTUALLER LICENSE BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

FEE: <sup>(pd)</sup> \$25.00 (Payable to the Town of Great Barrington) DATE: 9-24-13

**NOTICE:**

As provided by MGL Chapter 140, the sale of food for immediate consumption on the premises of the vendor has an intimate relation to the public health, and such activity cannot be conducted without the proper license and permit.

**TO THE LICENSING AUTHORITY:**

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

*Managers*  
OWNER(S) NAMES: Sandra N. Tones and Anthony Valentin

NAME OF BUSINESS: Fiesta Bar and grill LLC

D/B/A (if applicable): Fiesta Bar and grill

BUSINESS MAILING ADDRESS: 284 Main Street, #11

BUSINESS TELEPHONE: 528-3343 HOME TELEPHONE: 203-802-8374

LOCATION WHERE LICENSE IS TO BE USED: 284 Main Street, #11  
Great Barrington, MA

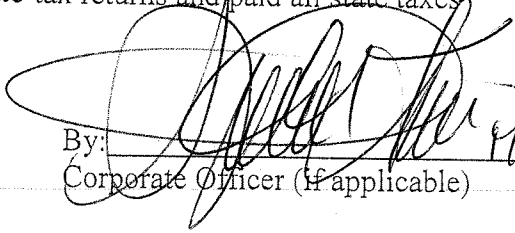
DAYS OF OPERATION: 7 days


HOURS OF OPERATION: 11am - MIDNIGHT

DESCRIPTION OF PREMISES: Cafe and Club - please see attached floor plan

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

Fiesta bar and grill LLC  
Signature of Individual or Corporate Name

By:  Manager  
Corporate Officer (if applicable)

SS# \_\_\_\_\_ or FID# 



RECEIVED  
TOWN MANAGER

OCT 07 2013

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA



**TOWN OF GREAT BARRINGTON**  
**Annual Weekday Entertainment License Application**  
**(INDOOR ONLY)**  
**\$25.00 (pd)**

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

Managers: Sandra N. Tones and Anthony Valentin  
Name: \_\_\_\_\_  
Business/Organization: Fiesta Bar and grill LLC  
D/B/A (if applicable): Fiesta Bar and Grill  
Address: 284 Main Street, #11, Great Barrington  
Mailing Address: same  
Phone Number: 413-528-3343

TYPE: (Check all that apply)  Concert  Dance  Exhibition  Cabaret  DJ  
 Live band with up to 10 pieces, including singers  Public Show

INCLUDES:  Live music  Recorded music  Dancing by entertainers/ performers  
 Dancing by patrons  Amplification system  Theatrical exhibition  
 Floorshow  Play  Moving picture show  Light show  Jukebox

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

YES

NO

Exact Location of Entertainment (include sketch): \_\_\_\_\_  
Please see attached floor plan

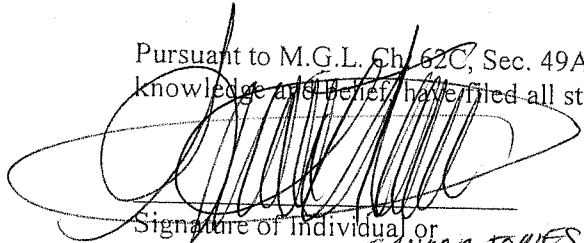
Days of Entertainment\*: Monday - <sup>Friday</sup> ~~Saturday~~, Saturday  
\*Does not include SUNDAY

Start & End Times of Entertainment: 8 pm - 2am ; 8pm - 11:59pm

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

In the event of a change in type of entertainment or hours/days different than indicated above, a new application will be required and a new license will be issued.

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



Signature of Individual or Corporate Officer SANDRA TORRES

9-24-13

Date

SS# or FID#

TOWN USE ONLY:

DRT Review with Conditions: OK with DRT 10/8/13 (CR)

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

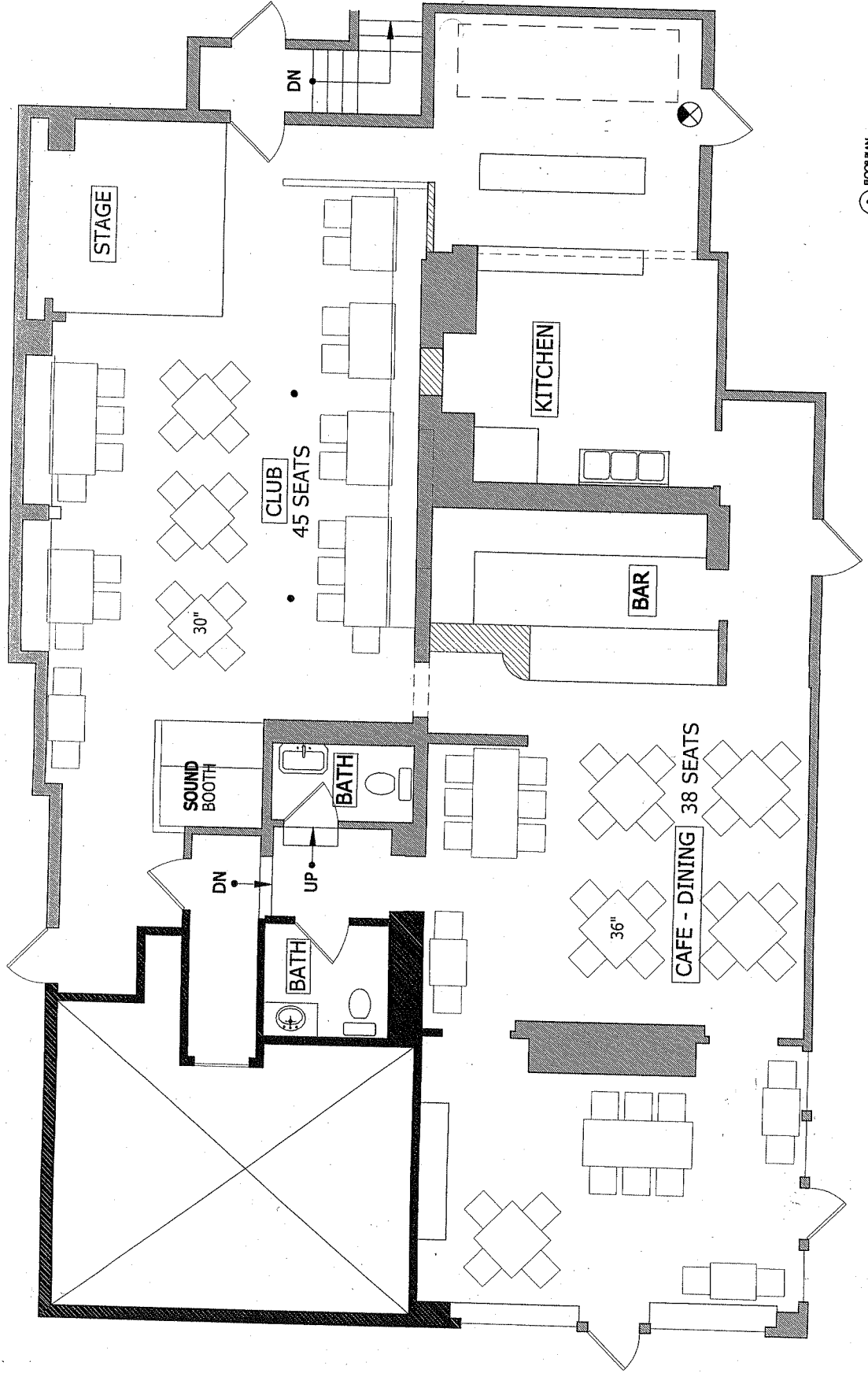
LICENSE # \_\_\_\_\_



| NO. | DESCRIPTION | DATE | REVISIONS |
|-----|-------------|------|-----------|
|     |             |      |           |
|     |             |      |           |
|     |             |      |           |

**MONTE ALBAN RESTAURANT**  
 284 MAIN STREET  
 GREAT BARRINGTON, MA

STREET TITLE  
 SHEET NUMBER  
**A3**



1 FLOOR PLAN  
 9/10/09  
**9-10-09**  
 SHEET NUMBER



RECEIVED  
TOWN MANAGER

OCT 07 2013

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

**TOWN OF GREAT BARRINGTON**  
Annual Sunday Entertainment License Application  
(Local Approval ONLY- State Approval Required Separately)

\_\_\_\_\_ Hours of 1:00 pm-11:59 pm  
(\$85.00)

✓ Hours of ~~9:00~~<sup>12:00</sup> am- 11:59 pm  
(\$175.00) (pd)

The undersigned hereby applies for a license in accordance with the provisions of Massachusetts General Laws, Ch.136 Sec.4.

Managers: Sandra N. Tones and Anthony Valentin  
Name: \_\_\_\_\_

Business/Organization: Fiesta Bar and grill LLC

D/B/A (if applicable): Fiesta Bar and grill

Address: 284 Main Street, #11, Great Barrington

Mailing Address: Same

Phone Number: 413-528-3343

(INDOOR ENTERTAINMENT ONLY)

TYPE: (Check all that apply)  Concert  Dance  Exhibition  Cabaret  DJ  
 Live band with up to 10 pieces, including singers  Public Show

INCLUDES:  Live music  Recorded music  Dancing by entertainers/ performers  
 Dancing by patrons  Amplification system  Theatrical exhibition  
 Floorshow  Play  Moving picture show  Light show  Jukebox

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

\_\_\_\_\_ YES  NO

Exact Location of Entertainment (include sketch): 284 Main Street, #11

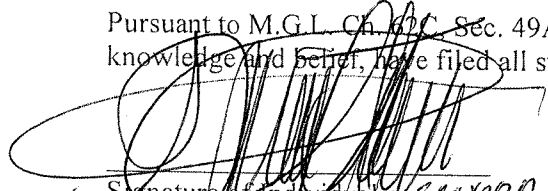
(sketch/floor plan attached w/ weekly license application)

Days of Entertainment: Sunday's 2013  
~~Annual~~  
(year)

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

In the event of a change in type of entertainment or hours/days different than indicated above, a new application will be required and a new license will be issued.

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



Signature of Individual or SANDRA EVES Date  
Corporate Officer

9-24-13



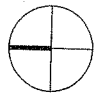
SS# or FID#

TOWN USE ONLY:

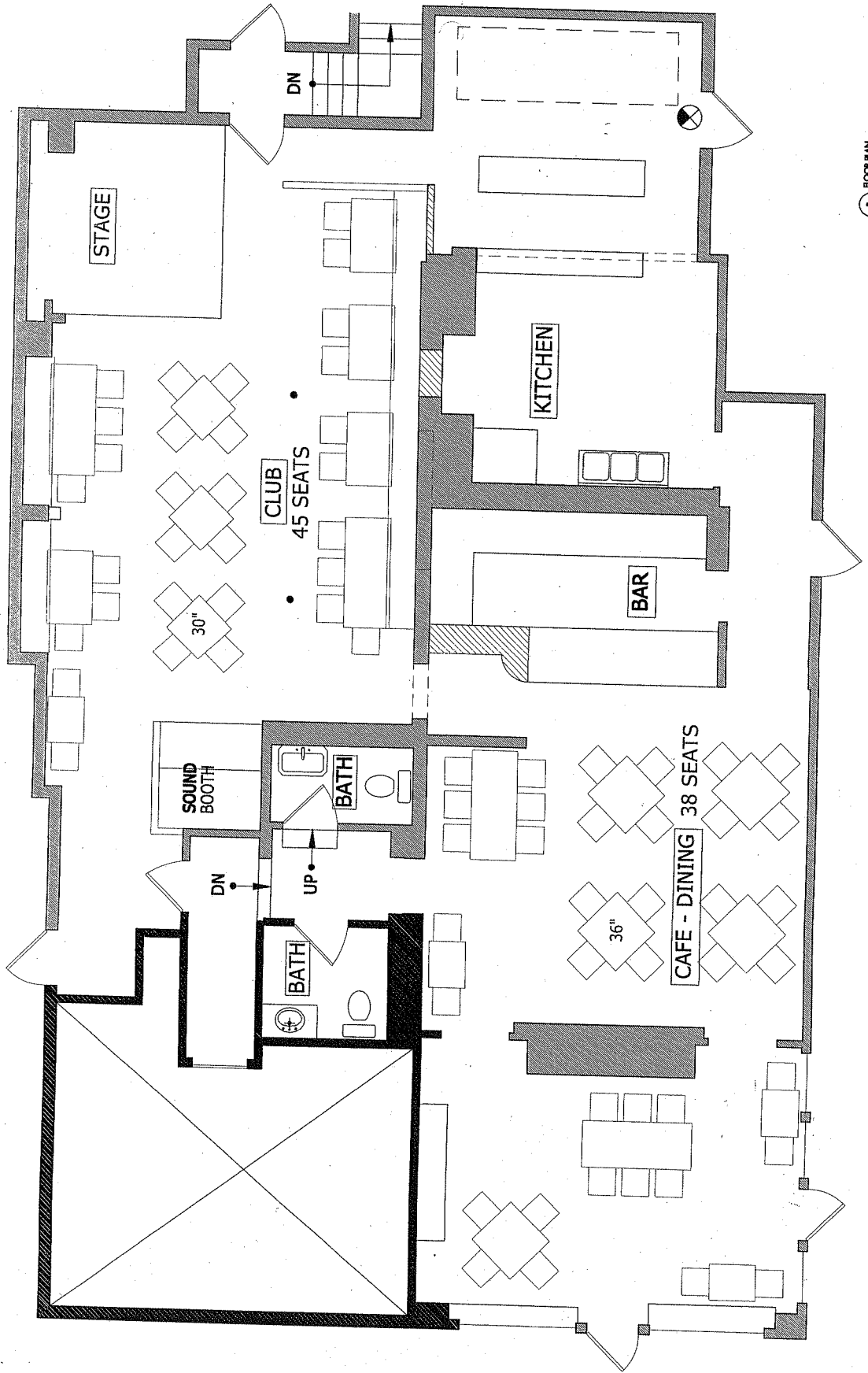
DRT Review with Conditions: OK with DRT 10/8/13 (CR)

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

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



| NO. | DATE | REVISION | PROJECT TITLE |
|-----|------|----------|---------------|
|     |      |          |               |
|     |      |          |               |
|     |      |          |               |



1 BOOK PLAN  
 3/16" = 1'-0"  
**9-10-09**

RECEIVED  
TOWN MANAGER

OCT 10 2013

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

FEE: \$25.00

DATE: 10/9/13



TOWN OF GREAT BARRINGTON

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: Jodi Cahillane

ORGANIZATION NAME: Ward's Nursery & Garden Center

APPLICANT'S ADDRESS: 600 S Main St, Great Barrington

Type of license being  
Applied for:

**ONE DAY BEER & WINE**

**ONE DAY ALL ALCOHOLIC**

EVENT: After Hours Sales Event

DATE: Thu. 11/14/13 START TIME: 5pm END TIME: 8pm

LOCATION: 600 Main St, Great Barrington MA 01230

EVENT ON TOWN PROPERTY? Yes \_\_\_\_\_ No X

IF YES, PLEASE ATTACH CERTIFICATE OF LIQUOR LIABILITY INSURANCE.

In accordance with the rules and regulations made under authority of said Statutes.

Jodi Cahillane

Signature of Applicant

Ward's Nursery & Garden Center, 600 Main St. GB 0123

Mailing Address

413-528-0166 x23

Telephone Number

Decision:

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Postponed \_\_\_\_\_

Marie Y. Ryan, CMC  
Town Clerk  
Justice of The Peace



Town Hall, 334 Main St.  
Great Barrington, MA 01230  
(413) 528-1619 ext. 3  
Fax: (413) 528-1026

**TOWN OF GREAT BARRINGTON  
MASSACHUSETTS**

—  
OFFICE OF THE TOWN CLERK

TO: Board of Selectmen

FROM: Marie Y Ryan, Town Clerk

DATE: October 15, 2013

**RE: Election Officers**

According to M.G.L. Chapter 54, section 12, the Selectmen shall annually, appoint the election officers for each voting place within the town. I respectfully request that the following people be appointed for the current fiscal year:

|                     |                       |                    |
|---------------------|-----------------------|--------------------|
| Judith Arienti      | Frederick Dymek       | Carol Meade        |
| Marlene Atwood      | Cindy Elitzer         | Theresa Moore      |
| Maureen Avery       | William Fields        | Bruce Morelli, Sr. |
| Madonna Bachman     | Paul Gibbons          | Susan Pettee       |
| Eva Bagloe          | Michele Gilligan      | Frances Premerlani |
| Barbara Bailly      | Jane Green            | Larry Premerlani   |
| Debbie Ball         | Ann Grochmel          | Donald Rembisz     |
| Irene Bara          | Judy Hagberg          | Bernard Rodgers    |
| Marion Barry        | Jean Holcomb          | Elizabeth Sermini  |
| Theresa Bernoi      | Dorothy Hotchkiss     | Sheila Shepardson  |
| Marilyn Bisiewicz   | Carolyn Ivory         | Terry Smith        |
| Louise Briggs       | Paul Ivory            | Margaret Soule     |
| Elizabeth Budz      | Deborah Kain          | Marilyn Stevens    |
| Barbara Chamberland | Laura Keefner         | Carol Strommer     |
| Christine Coons     | Marjorie Keefner West | Steve Strommer     |
| Richard Coons       | John Kellogg          | John Tosavainen    |
| Madeleine Curtiss   | Kathleen Kotleski     | Marcia Trombley    |
| Jessica Dezieck     | Helen Kuziemko        | Christine Ward     |
| Judith Dunham       | Matt Kuziemko         | Michael Wise       |
| Patricia Dymek      | Lois Larkin           |                    |



## EXECUTIVE SUMMARY

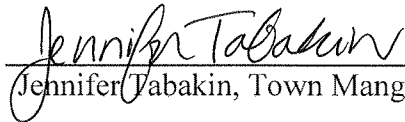
**TITLE:** Appointment to the Cable Advisory Committee

**BACKGROUND:** The Town has two openings on the Cable Advisory Committee. Appointments are made for an indefinite term. The Committee represents the Town of Great Barrington to the Five Town Cable Advisory Committee, which meets four times a year. The Town advertised and Richard Needelman has applied for the opening.

**FISCAL IMPACT:** Not applicable.

**RECOMMENDATION:** The Board appoints Richard Needleman to the Cable Advisory Committee.

**PREPARED AND REVIEWED BY:**

  
Jennifer Tabakin, Town Manger

**DATE:** 10/9/13

## Helen Kuziemko

---

**From:** stockmavn <stockmavn@hotmail.com>  
**Sent:** Tuesday, October 08, 2013 2:28 PM  
**To:** Helen Kuziemko  
**Subject:** RE: From Richard Needelman Committee Openings

Hi Helen. Yes, still interested & will attend. Have a good day! rn

Sent from my Galaxy S@III

----- Original message -----

**From:** Helen Kuziemko <[hkuziemko@Townofgb.org](mailto:hkuziemko@Townofgb.org)>  
**Date:** 10/08/2013 1:14 PM (GMT-05:00)  
**To:** Richard Needelman <[stockmavn@hotmail.com](mailto:stockmavn@hotmail.com)>  
**Subject:** RE: From Richard Needelman Committee Openings

Hello Richard,

You have expressed an interest to be appointed to the GB Cable Advisory Committee.

We are planning to put this appointment on the Board of Selectmen's meeting agenda for Tuesday, October 15<sup>th</sup> @ 7:00 pm.

Could please send us a new email expressing your interest to serve on that particular committee and attend the meeting. Any questions, please call.

Thank you.

---

**From:** Richard Needelman [<mailto:stockmavn@hotmail.com>]  
**Sent:** Wednesday, July 31, 2013 11:04 AM  
**To:** Helen Kuziemko  
**Subject:** From Richard Needelman Committee Openings

Morning Helen. My choice would be the following order: Conservation, Historic District, then Cable. Since I'm still unemployed, could do one, or all, as long as their meetings don't conflict with COA board meetings, or my



TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

Christopher Rembold, AICP  
Town Planner  
Ph: (413) 528-1619, ext. 7  
[crembold@townofgb.org](mailto:crembold@townofgb.org)

EXECUTIVE SUMMARY

**TITLE:** Appointment of two citizen members to the Community Preservation Committee (CPC)

**BACKGROUND:** The Board of Selectmen is charged with appointing two citizens who do not hold any other town board or committee position to the new CPC. Two qualified candidates have submitted their names for consideration: Martha Fick and Kathleen Jackson.

The CPC is charged with implementing the Community Preservation Act which provides funding for affordable housing, historic preservation, and open space and recreation projects in Great Barrington. The CPC administers the community preservation fund, adopts a community preservation plan, receives proposals from the public and private sector for expenditures from the fund, and recommends to Town Meeting projects deserving of funding. The CPC bylaw is attached. It sets forth the membership and duties of the CPC.

The CPC will begin meeting as soon as all members are appointed. The Town Planner will be the main staff liaison to the CPC.

**FISCAL IMPACT:** n/a

**RECOMMENDATION:** The Selectmen appoint Martha Fick and Kathleen Jackson as the two citizen members for a term not to exceed three years.

**PREPARED AND REVIEWED BY:**

**DATE:** 10/9/13

  
Town Planner

**APPROVED BY:**

**DATE:** 10/9/13

  
Town Manager

## Jennifer Bailly

---

**From:** Jennifer Tabakin  
**Sent:** Wednesday, September 18, 2013 1:55 PM  
**To:** Helen Kuziemko; Chris Rembold; Jennifer Bailly  
**Subject:** FW: Citizen-at-large CPC

Jennifer Tabakin  
Town Manager  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230  
413-528-1619 x2  
413-528-2290 (Fax)

**From:** [malcolm.fick@gmail.com](mailto:malcolm.fick@gmail.com) [<mailto:malcolm.fick@gmail.com>] **On Behalf Of** Martha Fick  
**Sent:** Wednesday, September 18, 2013 10:53 AM  
**To:** Jennifer Tabakin  
**Subject:** Citizen-at-large CPC

Ms. Tabakin,

I am writing to express my interest in the position of citizen member-at-large for the Community Preservation Committee. We chose to move and retire to Great Barrington for the great quality of life in this area. I especially chose Great Barrington for its character as a town with its diverse history, charm and the 10,000 acres of conserved land. The Community Preservation Act helps to strengthen its commitment to diversity through community affordable housing, to land through its open space and recreation, and to its history through the ability to support the restoration of historic resources.

Please forward this request to the Select Board for their consideration. And please let me know if there is any other information that you require. I saw this vacancy in the Shopper's Guide but was unable to find it posted on the town site.

With regards,  
Martha J Fick  
1 Maplewood Avenue  
Great Barrington

Kathleen A. Jackson  
54 River Street, Apt 2  
Great Barrington, MA 01230

September 26, 2013

334 Main Street  
Great Barrington, MA 01230

Dear Ms. Tabakin:

I am writing to apply for a position on Great Barrington's Community Preservation Committee.

I have been a member of the Massachusetts Bar Association and a practicing attorney since 2004. I worked for the state of Massachusetts as a public defender for three years and then as a grant project manager for the University of Massachusetts for three years. Presently I run my own small law practice and consulting firm with a partner in New York.

I have experience working with government officials and political leaders. While administering a grant at University of Massachusetts Donahue Institute I served as a liaison between the university's administration and a coalition of community leaders and legislators.

In my capacity as a non-profit administrator I became very familiar with federal applications, policies and practices. I have written and secured federal, state and private grant monies. As a practicing attorney I am familiar with local and state laws and regulations. I have experience researching and then insuring adherence to state, local and even federal regulations.

I am personally passionate about preservation, environmental issues and affordable housing.

I believe my background makes me a good candidate to serve on The Community Preservation Committee for the town of Great Barrington. Thank you for your time and consideration.

Sincerely,  
Kathleen A. Jackson

**Community Preservation Committee  
Town of Great Barrington**

The Board of Selectmen seeks two (2) town residents to serve on the town's Community Preservation Committee. This committee also includes seven members of other town boards and commissions. This committee is charged with implementing the Community Preservation Act, which provides funding for affordable housing, historic preservation, and open space and recreation projects in Great Barrington. The committee administers the community preservation fund, adopts a community preservation plan, receives proposals from the public and private sector for expenditures from the fund, and recommends to Town Meeting projects deserving of funding. Applicants may not hold any other elected or appointed town office. Appointments are for terms of three years. Please submit letters of interest to Jennifer Tabakin, Town Manager, 334 Main Street, Great Barrington, MA 01230, or email [jtabakin@townofgb.org](mailto:jtabakin@townofgb.org) and provide a brief description of your interest. Letters must be received no later than Friday, September 27, 2013.

Please publish September 11 and 18, 2013

Shopper's Guide

**COMMUNITY PRESERVATION COMMITTEE BYLAW  
PURSUANT TO MGL 44b**

**Chapter 1: Establishment**

There is hereby established a Community Preservation Committee, consisting of nine (9) voting members pursuant to MGL Chapter 44B. The composition of the committee, the appointment authority and the term of office for the committee members shall be as follows:

- a. One member of the Conservation Commission as designated by the Commission for a term of 3 years
- b. One member of the Historical Commission as designated by the Commission for a term of 3 years
- c. One member of the Park Commission as designated by the Commission for a term of 3 years
- d. One member of the Housing Authority Board as designated by its Board of Directors for a term of 3 years
- e. One member of the Planning Board as designated by the Planning Board for a term of 3 years
- f. One member of the Select Board as designated by the Select Board for a term of 3 years
- g. One member of the Finance Committee as designated by the Finance Committee for a term of 3 years
- h. Two citizen members at-large, who do not hold elected or appointed office, nor serve as Town employees, as designated by the Select Board for a term of 3 years

Each member of the Community Preservation Committee, shall serve for a term of three years or until the person no longer serves in the position or on the board or committee as set forth above, whichever is earlier. Any vacancy on the Committee shall be filled by the commission, authority or board that designated the member who creates the vacancy by designating another member in accordance with the above for the unexpired term.

Should any of the Commissions, Boards, Councils or Committees who have appointment authority under this Chapter be no longer in existence for what ever reason, the appointment authority for that Commission, Board, Council, or Committee shall become the responsibility of the Select Board.

**Chapter 2: Duties**

1. The Community Preservation Committee shall study the needs, possibilities and resources of the town regarding community preservation. The committee shall consult with existing municipal boards, including the Select Board, the Conservation Commission, the Historical Commission, the Planning Board, the Park Commission, the Housing Authority, and the Agricultural Commission, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the committee shall hold one or more public informational hearings on the needs, possibilities and resources of the town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the town. The committee may, after proper appropriation, incur expenses as permitted by state law using funds from the community preservation fund to pay such expenses.
2. The Community Preservation Committee shall make recommendations to Town Meeting for the acquisition, creation and preservation of open space; for the acquisition, preservation,

rehabilitation and restoration of historic resources; for the acquisition, creation, preservation, rehabilitation and restoration of land for recreational use; for the acquisition, creation, preservation and support of community housing; and for the rehabilitation or restoration of open space and community housing that is acquired or created with Community Preservation Funds. With respect to community housing, the community preservation committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites. With respect to recreational use, the acquisition of artificial turf for athletic fields shall be prohibited.

3. The Community Preservation Committee may include in its recommendation to the Town Meeting a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or recommended action to set aside for later spending funds for general purposes that are consistent with community preservation.
4. In every fiscal year, the community preservation committee must recommend either that the legislative body spend, or set aside for later spending, not less than 10% of the annual revenues in the Community Preservation Fund for each of the following categories: (a) open space and recreation, (b) historic resources; and (c) community housing.

### **Chapter 3: Requirement for a quorum and cost estimates**

The Community Preservation Committee shall not meet or conduct business without the presence of a quorum and shall keep a written record of its proceedings. A majority of the members of the community preservation committee shall constitute a quorum. The community preservation committee shall approve its actions by majority vote of the quorum. Recommendations to the Town Meeting shall include their anticipated costs.

### **Chapter 4: Amendments**

The Community Preservation Committee shall, from time to time, review the administration of this By-law, making recommendations, as needed, for changes in the By-law and in administrative practice to improve the operations of the Community Preservation Committee. This Bylaw may be amended from time to time by a majority vote of the Town Meeting, provided that the amendments would not be in conflict with Chapter 44B of the Massachusetts General Laws.

### **Chapter 5: Severability**

In case any section, paragraph or part of this chapter is for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

### **Chapter 6: Effective Date**

Following Town Meeting approval of this bylaw, this Chapter shall take effect immediately upon approval by the Attorney General of the Commonwealth. Each appointing authority shall have thirty days after approval by the Attorney General to make their initial appointments.



## **PREAMBLE**

The cleanup of the Housatonic River of PCBs is viewed as one of the most important regional issues in recent Berkshire County history due to the geographical extent of the cleanup, the duration of proposed cleanup activities and the associated socioeconomic impacts on Berkshire communities. The Housatonic River Watershed encompasses approximately 53% of Berkshire County and contains all or a portion of 26 of the 32 Berkshire communities. The Commonwealth of Massachusetts has designated portions of the watershed as Areas of Critical Environmental Concern, and the Massachusetts Natural Heritage and Endangered Species Program has noted the rich biodiversity of the Housatonic River Watershed.

The East and Main branches of the Housatonic River between Pittsfield and Sheffield in Massachusetts are heavily contaminated by PCBs due to the handling and disposal operations of General Electric Company (GE). Under the Consent Decree of 1999 and its subsequent amendments GE has agreed to conduct cleanup activities to remove PCBs from the river. GE's Corrective Measures Study has projected cleanup activities could last between five and 50 years, depending on the level of work that is required by the U.S. Environmental Protection Agency (EPA). The impacted section of the Housatonic River in Massachusetts encompasses the City of Pittsfield and the Towns of Lenox, Lee, Stockbridge, Great Barrington, and Sheffield (the "Rest of River Communities"). As referenced in the *Cleanup of the Housatonic "Rest of River" Socioeconomic Impact Study* of 2012, the Rest of River Communities expect to experience a series of negative socioeconomic impacts during the cleanup including, but not limited to, property devaluation, damages to road infrastructure, loss of tax revenues, a decrease in outdoor recreation and tourism, and a diminished quality of life for residents near construction sites or along transportation routes.

## **INTERGOVERNMENTAL AGREEMENT**

This AGREEMENT (the "Agreement") is made and entered into this 22<sup>nd</sup> day of October, 2013 by and among the BERKSHIRE REGIONAL PLANNING COMMISSION (hereafter "BRPC"), having principal offices at 1 Fenn Street, Suite 201, Pittsfield, MA 01201, and the municipalities of Great Barrington, Lee, Lenox, Pittsfield, Sheffield and Stockbridge (hereafter "MUNICIPALITIES"), all governmental units as defined under M.G.L. c. 40, §4A.

The MUNICIPALITIES will begin negotiations with GE regarding compensation for socioeconomic damages to the MUNICIPALITIES associated with the contamination and cleanup of the Housatonic River Site, as defined by the EPA. The MUNICIPALITIES, while undertaking this action as the six municipalities cited in the Rest of River cleanup studies and/or agreements, are deeply mindful of the impacts and consequences that the cleanup will have on Berkshire County residents, businesses, resources, economic development and municipal operations.

The MUNICIPALITIES have agreed that BRPC, as agent for the MUNICIPALITIES, shall hire the law firm of Pawa Law Group, P.C., 1280 Centre Street, Suite 230, Newton, MA 02459 (hereafter “Pawa Firm”); that BRPC shall communicate the position of the MUNICIPALITIES to the Pawa Firm for negotiations with GE; and that, if it is deemed necessary by the MUNICIPALITIES to pursue litigation related to the river, including but not limited to an appeal of EPA’s remedy under the federal Resource Conservation and Recovery Act (“RCRA”), BRPC shall so communicate the position of the MUNICIPALITIES to the Pawa Firm for the purposes of pursuing such litigation. The MUNICIPALITIES have agreed that BRPC will be responsible for all coordination between Pawa Firm and the MUNICIPALITIES; that BRPC shall act as the agent and representative of the MUNICIPALITIES, subject to advice and approval from the MUNICIPALITIES per this Agreement, in assisting the Pawa Firm in these matters; and that BRPC shall act as the MUNICIPALITIES’ fiscal agent as described in Section 2.

Each party to this Agreement has obtained authority to enter into this Agreement pursuant to M.G.L. c. 40, § 4A. The MUNICIPALITIES have obtained authorization by vote of their Boards of Selectmen or City Council with the approval of the Mayor. BRPC has obtained authorization by vote of the Commission.

Therefore, in consideration of the mutual promises, payments and agreements contained herein, the parties, intending to be legally bound thereby, agree as follows:

1. Governing Body and Voting Procedures. The MUNICIPALITIES shall form a governing body (“COMMITTEE”) consisting of two representatives from each municipality. The Mayor of Pittsfield shall appoint the two City representatives. The Boards of Selectmen from the Towns of Great Barrington, Lee, Lenox, Sheffield and Stockbridge shall each appoint two representatives from their respective towns. Each municipality shall have one vote on the COMMITTEE, unless a municipality has withdrawn in accordance with Section 5b, whereupon it shall lose its vote on the COMMITTEE. A majority of MUNICIPALITIES must have at least one representative present in order to constitute a quorum and to conduct any business. General business shall be conducted using a majority vote of the MUNICIPALITIES present and constituting a quorum. Business involving negotiating positions and final settlement agreements with GE shall require a unanimous vote of the COMMITTEE.
  - a) The Pawa Firm. The COMMITTEE shall deliberate and provide direction to the BRPC in order for BRPC to provide direction to Pawa Firm regarding the negotiations on the MUNICIPALITIES’ behalf with GE regarding compensation for socioeconomic damages to the MUNICIPALITIES associated with the contamination and cleanup of the Housatonic River Site and, if necessary, in prosecuting litigation (e.g., an appeal of EPA’s remedy under RCRA).

The COMMITTEE shall by majority vote of the MUNICIPALITIES present, establish rules that govern its operating practices, and vote and approve estimated budgets of time and out-of-pocket costs payable to the Pawa Firm and BRPC prior to incurring any costs.

- b. GE. Decisions regarding settlement offers to GE, or acceptance of settlement offers by GE, shall require a unanimous vote of the COMMITTEE and subject to acceptance by the appropriate municipal authority in each municipality. Any position to allow (i.e., to propose or accept a settlement offer or not to pursue an appeal of) an in-county landfill of PCB's from the Rest of River site shall require a unanimous vote of the COMMITTEE.

Any future decisions regarding weighting of votes based on contributions for payments of costs and/or based on socioeconomic impacts suffered by the individual MUNICIPALITIES due to cleanup activities shall require a unanimous vote of the COMMITTEE.

## 2. Payment of Fees, Costs and Expenses.

- a. Subject to the provisions of this Agreement, the MUNICIPALITIES have agreed to pay all approved fees, costs and expenses, including reasonable out-of-pocket costs, payable to the Pawa Firm, for legal services in accordance with its legal contract, and all approved fees, costs and expenses incurred by BRPC, subject to approval by the COMMITTEE as required in Section 1 of this agreement.
- b. The MUNICIPALITIES have initially funded this Agreement by an appropriation of Sixty Thousand Dollars (\$60,000), which is available for payment of costs to the Pawa Firm and BRPC as stipulated in Section 1.a., 2.a., 2.c. – 2.f.
- c. The MUNICIPALITIES have agreed that a negotiating team of COMMITTEE members selected by the COMMITTEE will participate with the Pawa Firm in negotiations between the MUNICIPALITIES and GE. The Pawa Firm will participate in an initial meeting with GE in this matter under a capped fee agreement. Pawa Firm will cap fees on its preparation and participation in the initial meeting at \$23,000 such that any time incurred in excess of the cap will not be billed to BRPC. In addition, out of pocket costs of up to \$1,000 are also budgeted.

- d. BRPC will review and submit all estimated budgets, including time and out-of-pocket costs, prepared by Pawa Firm to the COMMITTEE for review and approval prior to incurring expenses as set forth in Section 1. Upon receipt of bills from the Pawa Firm for time and expenses which have been authorized by the COMMITTEE, BRPC will promptly circulate the bills to the representatives of the COMMITTEE who shall indicate their approval or any objections to BRPC within five days. If there are no objections, BRPC will promptly invoice the MUNICIPALITIES who will promptly process payment to BRPC. When all MUNICIPALITIES have paid, BRPC will promptly process payment to the Pawa Firm, however BRPC shall have authority but no obligation to make partial payments to the Pawa Firm when fewer than all the MUNICIPALITIES have made payment to BRPC with respect to a Pawa Firm bill. Provided that the COMMITTEE has previously approved the Pawa Firm bill, the MUNICIPALITIES hereby agree to make prompt payment to BRPC so that BRPC may remit payment to the Pawa Firm within 40 days of receiving a bill.
  - e. If the Pawa Firm legal services contract is cancelled, the MUNICIPALITIES will be responsible for any fees, costs or expenses, including out-of-pocket expenses, incurred by Pawa Firm and pre-approved by the COMMITTEE and payable by BRPC up to the time of notice of cancellation.
  - f. The MUNICIPALITIES have agreed to provide compensation to the BRPC for its services in contracting with the Pawa Firm on behalf of the MUNICIPALITIES and in coordinating negotiations and/or litigation between the MUNICIPALITIES and GE. BRPC will submit estimated budgets, including time and direct costs, to the COMMITTEE for review and approval prior to incurring expenses.
  - g. At any point in the future, if additional funds are needed beyond the initial \$60,000 provided in Section 2.b., the COMMITTEE will have the option to redefine what portion of the additional funds will be supplied by each member municipality. Any additional funds will be subject to municipal appropriation. Approving the redefined share of costs shall require a unanimous vote of the COMMITTEE.
3. Distribution of Future Settlement(s).
- a. The initial payments from any future financial settlement between the MUNICIPALITIES and GE shall be issued to each of the MUNICIPALITIES to reimburse them for their portion of the approved costs incurred under this Agreement, including any municipality which has withdrawn from the Agreement.

- b. All efforts will be made to fully reimburse each of the MUNICIPALITIES for costs incurred in negotiating a final settlement agreement with GE. In the event that the signed settlement agreement between the MUNICIPALITIES and GE does not cover the total amount of the approved costs incurred by the MUNICIPALITIES, initial settlement payments to each of the MUNICIPALITIES shall be proportionally prorated to reflect the costs incurred by each municipality as a percentage of the total costs incurred by the MUNICIPALITIES as a whole. In the event that no settlement funds are recovered as part of the signed agreement between the MUNICIPALITIES and GE, none of the MUNICIPALITIES will receive reimbursement funding.
          - c. After payments described in Sections 3.a. and 3.b. have been made, the COMMITTEE will determine the proportional distributions of the value of any settlement(s) between the MUNICIPALITIES and GE depending on circumstances at the time of the settlement(s). Such distributions shall require a unanimous vote of the COMMITTEE and be subject to approval by the appropriate municipal authority in each municipality. Each municipality that is a member of the COMMITTEE at the time negotiations between the MUNICIPALITIES and GE are finalized and committed to writing by the MUNICIPALITIES and GE shall receive a minimum of 5% of any financial settlement, net of the payments described in Sections 3.a. and 3.b. Distribution of any remaining balance of the settlement(s) shall require a unanimous vote of the COMMITTEE.
4. Term. The term of this Agreement shall be for three years, commencing with the date of execution of the Agreement. It is further understood and agreed that the initial three year term may be extended by a majority vote of the COMMITTEE present and constituting a quorum with renegotiations commencing three (3) months prior to the expiration of the three-year period.
5. Termination.
  - a. The COMMITTEE, upon majority vote of those present and constituting a quorum, or BRPC may terminate this agreement upon thirty (30) days written notice, without cause. Upon notice of termination, all work shall cease, except that necessary to close the agreement. BRPC will immediately inform the Pawa Firm of the termination and order that all work cease. The MUNICIPALITIES will be responsible for paying the budgeted and pre-approved costs incurred to the date of termination as described in Sections 2.a.-2.f.

- b. Any individual municipality may terminate its involvement in this Agreement and the COMMITTEE upon thirty (30) days' notice, without cause. Notification will be submitted to the COMMITTEE and BRPC in writing. The withdrawing municipality will continue to be responsible for paying its share of the pre-approved budgeted expenses that exist on the date that the termination notice is submitted to the COMMITTEE and will continue to strictly abide by the terms of the Confidentiality and Non-Disclosure section of this Agreement.
  - c. An individual municipality withdrawing from this Agreement shall be reimbursed for its contributed costs incurred for negotiations between the MUNICIPALITIES and GE, as described under Section 3.a. and 3.b. An individual municipality withdrawing from this Agreement before negotiations between the MUNICIPALITIES and the GE are finalized and signed by the MUNICIPALITIES and by GE should expect to have forfeited its right to any further recovery from any settlements arising out of such negotiations under Section 3.c. The MUNICIPALITIES hereby acknowledge that in the event any of them withdraw from this Agreement, the Pawa Firm may continue to represent BRPC as agent of the MUNICIPALITIES who have not withdrawn.
6. Confidentiality and Non-Disclosure. To the extent permitted by law, all municipal representatives currently serving, or who have served, on the COMMITTEE or other municipal officials who have been briefed on the negotiations and/or litigation, as well as involved BRPC staff, shall treat all communications labeled as privileged and confidential and briefings, deliberations and decisions made in Executive Session as privileged and confidential and legally protected. If any municipality determines to withdraw from this Agreement, all such communications and briefings, deliberations and decisions shall continue to be treated as privileged and confidential and legally protected unless and until agreements are reached which require final action in open session.

To the extent permitted by law, all communications between the Pawa Firm and BRPC, between the Pawa Firm and any of the MUNICIPALITIES and between BRPC and the MUNICIPALITIES concerning the Pawa Firm's legal advice shall be protected by the attorney-client privilege when labeled as privileged and confidential, that such information provided by the Pawa Firm to BRPC and/or the MUNICIPALITIES shall be treated as privileged and confidential attorney work product (whether or not such information is shared by BRPC with the municipalities), and that privileged and

confidential information shared under this agreement is to be protected from disclosure under the Public Records Act.

7. Amendment and Payment Schedules. This Agreement and the payment provisions contained herein, may be amended from time to time but only by a written amendment signed by all parties.
8. Notices. BRPC shall be responsible for providing notice of meetings and copies of all material to the COMMITTEE members and shall provide copies of all agendas to the six municipal clerks for posting to the extent required by the Open Meeting Law. BRPC shall also post all COMMITTEE agendas on its website to the extent required by the Open Meeting Law and shall maintain the official copy of all meeting materials and minutes.
9. Resolution of Disputes. In the event of any dispute between the BRPC and the COMMITTEE, whether arising out of this Agreement or under the provisions of this Agreement, the BRPC and the COMMITTEE agree to submit their disputes to a neutral third party for mediation. BRPC and the COMMITTEE shall pay an equal share of the cost of such mediation. In this instance, consent of the COMMITTEE shall mean a majority vote of the MUNICIPALITIES present and constituting a quorum. In the absence of the consent of a majority of the COMMITTEE and BRPC, either party may seek dispute resolution through a court of competent jurisdiction.
10. Law Governing. This Agreement and all rights and obligations, including matters of construction, validity and performance shall be governed by the law of Massachusetts.
11. Severability. Should any part of this Agreement be rendered or declared invalid by a court of competent state or federal jurisdiction, such invalidation shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
12. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Agreement nor the intent of any provision hereof.
13. Entire Agreement. This Agreement constitutes the entire agreement between the parties and any other agreements, whether written or oral, that may exist are excluded from the terms herein.

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Daniel L. Bianchi, Mayor  
City of Pittsfield

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Sean A. Stanton, Chairman  
Great Barrington Board of Selectmen

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Gordon D. Bailey, Chairman  
Lee Board of Selectmen

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David Roche, Chairman  
Lenox Board of Selectmen

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Julie M. Hannum, Chairman  
Sheffield Board of Selectmen

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Stephen A. Shatz, Chairman  
Stockbridge Board of Selectmen

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Nathaniel W. Karns, Executive Director  
Berkshire Regional Planning Commission



## EXECUTIVE SUMMARY

**TITLE:** Vote to amend and restate the original Hampshire Council of Governments Municipal Aggregation Electricity Program Agreement

**BACKGROUND:** When this matter was presented at the August 27<sup>th</sup>, 2012 Selectboard meeting, there was strong interest and support to participate in this program. The Town Attorney had reviewed the contract, which the Town Manager then signed. However, the Hampshire Council of Governments, for State filing purposes, required a formal vote by the Board of Selectmen, which the Board took on February 25, 2013. The Hampshire Council of Governments filed a single filing on behalf of the 38 participating communities. Since then the State Department of Public Utilities requested a new filing to file separately for each participating community.

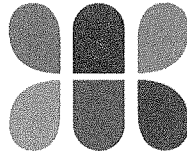
**FISCAL IMPACT:** Not applicable.

**RECOMMENDATION:** Recommend that the Board of Selectmen formally vote to sign the updated Electricity Aggregation Agreement.

**PREPARED AND REVIEWED BY:**

  
Jennifer Tabakin, Town Manager

**DATE:** 10/9/13



HAMPSHIRE COUNCIL  
OF GOVERNMENTS

ELECTRICITY

RECEIVED  
TOWN MANAGER

SEP 13 2013

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

September 12, 2013

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

Thank you for your support as we progress in making electricity aggregation a reality in western Massachusetts. We are writing to update you on our progress and to request signatures on the updated contract.

After months of ongoing conversations with state regulators, we are filing new petitions on behalf of Great Barrington and 37 other towns and cities. The Hampshire Council will seek lower electricity prices using the combined buying power of the 160,000 people in these communities.

We are asking each community with signed agreements to sign revised agreements. The changes reflect recommendations from Boston. In general, the new language gives municipalities greater control over our shared electricity procurement. Enclosed are two signed copies of the agreement.

Please return one signed copy in the enclosed envelope, and keep the other for your files. You may replace the name of the responsible person in Section 01 (Terms of Agreement).

We also are enclosing a copy of the draft petition that was sent to the Department of Energy Resources. Please make it available for public review.

We look forward to working together for reduced prices for electricity supply and for better service here in Western Massachusetts. We will keep you informed of the progress of the program.

Thank you again!

Sincerely,

Kenneth Elstein  
kelstein@hampshirecog.org  
413-584-1300 x-151





HAMPSHIRE COUNCIL  
OF GOVERNMENTS

ELECTRICITY

FOR IMMEDIATE RELEASE

September 12, 2013

**Hampshire Council Reports Progress on Electricity Aggregation**

The Hampshire Council of Governments announced significant progress in its efforts to provide lower electricity prices to over 160,000 customers in western and central Massachusetts. After extensive conversations with state regulators, the Council will be filing new petitions for Municipal Aggregation for 38 towns and cities in Berkshire, Franklin, Hampshire, and Worcester counties. Under the program, the Hampshire Council will seek lower electricity prices for those customers who do not have an outside supplier for the energy portion of their bills. All delivery services, from high power lines to delivery to their homes, will continue to be provided by National Grid or Western Massachusetts Electric Company.

For technical, legal reasons, the state Department of Public Utilities requested a new filing. Instead of a single filing for all 38 communities, the Hampshire Council will file 38 separate petitions. However, there will be no impact on the participating communities, in which the program will maximize the potential buying power of a large number of customers. Also, the new plan will be enhanced to assure better transparency, expanded communications (particularly at the time of contracting), and improved administration and control, based on recommendations by several state agencies.

With over ten percent of all communities in the Commonwealth, the program is the most complex municipal aggregation program ever brought before Massachusetts regulators, though there have been larger, successful programs in California, Illinois, and Ohio.

Participating communities include Barre, Belchertown, Brookfield, Buckland, Charlemont, Chesterfield, Conway, Cummington, Deerfield, East Brookfield, Easthampton, Gill, Goshen, Granby, Great Barrington, Hadley, Hatfield, Heath, Huntington, Leverett, Mendon, Middlefield, Montague, New Braintree, North Brookfield, Northampton, Northfield, Pelham, Plainfield, Rowe, Southampton, Upton, Warwick, Wendell, West Brookfield, Westhampton, Whately, and Williamsburg.

**Next Steps:**

The Council has attached a representative draft of the proposed plan documents (including the plan and a related, descriptive report that will be submitted to the Department of Public Utilities). We encourage you to make this available to the public and to provide any comments or suggestions to the Council. In addition, we have reviewed the form of our "Electricity Aggregation Agreement" that was signed by all 38 communities, in order to consider appropriate updates to reflect the plan enhancements, modified structure and greater communication. After additional informal discussions with state officials, we will provide updated plan documents to the Department of Energy Resources and then submit petitions to the Department of Public Utilities. We will also need each of our 38 communities to execute the updated Electricity Aggregation Agreement.

**Conclusion:**

The Council remains enthusiastic about the merits of municipal aggregation, including the use of the Council's administrative fee as a means to pursue our region's goals in terms of energy efficiency and renewable energy. Importantly, the Council, unlike some other programs, will target projects that have substantial ties to the region and that may provide other, ancillary economic development benefits.

The Council believes that the updated plan documents will promote a more transparent, accountable plan, and that the continuing application of coordinated market power will provide beneficial opportunities for customers.



## AMENDED AND RESTATED ELECTRICITY AGGREGATION AGREEMENT

This amended and restated electricity aggregation agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Hampshire Council of Governments, 99 Main Street, Northampton, MA 01060 (hereinafter, the "Hampshire Council") and the Town of Great Barrington, 344 Main Street, Great Barrington, MA 01230, on behalf of itself (hereinafter, the "Town") as represented by the Board of Selectmen acting for and on behalf of the Town who signs these presents, in their official capacity, and incur no liability in their individual capacity.

### RECITALS

WHEREAS, the Hampshire Council and the Town had executed an Electricity Aggregation Agreement dated as of February 25, 2013 (the "Original Agreement");

WHEREAS, the Original Agreement contemplated that Hampshire Council would secure regulatory approval for and establish and operate a municipal electricity aggregation plan for the benefit of the Town and several other regional communities and that such single plan would benefit from the consolidated market power of the several municipal participants in any bidding and contracting processes;

WHEREAS, after consultation with relevant regulatory agencies and other stakeholders and further consideration, the Council has determined that it is necessary and appropriate to develop and implement an alternative structure in order to secure the contemplated benefits of a coordinated approach to municipal electricity aggregation;

WHEREAS, the Hampshire Council has determined that the superior regulatory structure is for the Hampshire Council to assist the Town to secure necessary regulatory approval and to establish its own individual aggregation plan (the "Plan") and for the Hampshire Council to pursue a comparable approach for other regional communities interested in municipal aggregation;

WHEREAS, the Hampshire Council will manage and operate the Plan and advise the Town on opportunities to secure more favorable contract terms by coordinating the bidding and contracting processes for the Town's Plan with similar processes for other regional communities with approved municipal aggregation plans; and

WHEREAS, the Hampshire Council and the Town have determined that is necessary and appropriate to amend and restate the Original Agreement in order to reflect necessary and appropriate changes to the Town's aggregation plan structure.

NOW, THEREFORE, the Hampshire Council and the Town, desiring to be legally bound, agree as follows:

#### **01 Term of Agreement**

The term of this Agreement shall begin as of the date above and shall terminate five years after the date of final approval by the Massachusetts Department of Public Utilities ("DPU") of a municipal aggregation plan (the "Plan") to be established and implemented by the Town consistent with the requirements of

G.L. c. 164, §134, provided that the term of the Agreement shall automatically be extended for an additional five years unless either party serves written notice of cancellation at least 90 days prior to the end of the initial or any extended term hereof. It is agreed that the responsible parties to receive any notices under this contract are:

**Kenneth Elstein, (413) 584-1300 Ext. 151, kelstein@hampshirecog.org for the Hampshire Council, and ~~Kevin O'Donnell, kdonnell@Townofgr.org, (413) 528-1619 x2 for the Town, both at the addresses~~ **JENNIFER TABAKIN, JTABAKIN@TOWNofGR.ORG** given above.**

## 02 Scope of Services

The Hampshire Council agrees to provide all supplies, services, and other requirements, unless otherwise specified, necessary for the development, approval by applicable agencies of the Commonwealth of Massachusetts, and operation of the Town's Municipal Aggregation Plan at no cost to the Town, all in compliance with this Scope of Services. The Hampshire Council, or any consultants, attorneys or other experts retained by it, shall:

- a) Analyze the electrical load data for all consumers of electricity in the Town;
- b) Prepare the Request for Proposals for a competitive provider of electricity ("Provider");
- c) Prepare and implement a public education plan and consumer outreach program;
- d) Solicit bids from qualified Providers who are willing to provide electrical power under the terms and conditions agreeable to the Council;
- e) Prepare and negotiate agreements with Providers on terms favorable to the Town;
- f) Prepare and submit all filings with the DPU, DOER and the Inspector General;
- g) Monitor all aspects of the aggregation plan and any resulting contractual agreements;
- h) Continually analyze the development of market and regulatory issues, advising the Town on any proposed changes in law or regulation, including those offered by ISO New England and any pending at the Federal Energy Regulatory Commission ("FERC");
- i) Represent the Town in all issues related to municipal aggregation for the life of the Agreement;
- j) File any resulting contract with the DPU, DOER and the Inspector General as may be required by statute or regulation;
- k) Preparation of reports on the Aggregation Plan, as directed;
- l) Communication with ratepayers on behalf of Town as necessary; and
- m) Prepare and distribute one or more informative newsletters updating the Town or Plan customers on pricing or other matters relating to the administration of the Plan.

Hampshire Council shall pursue these responsibilities in a manner that furthers the Town's goal of securing a reasonable, alternative price for the supply of electricity from one or more Providers. The Town's goals in terms of municipal electricity aggregation is to provide electricity customers within the Town with an alternative choice for electricity supply considering price stability, long- or short-term savings opportunities and opportunities to further develop renewable resources and energy efficiency resources in the Town or the region.

## 03 Development of Plan

Pursuant to Section 134 of Chapter 164 of the General Laws, the Hampshire Council, in consultation with the Massachusetts Department of Energy Resources (hereafter "DOER") and the DPU, will assist the Town in the development and operation of the Plan consistent with the Town's prior authorizations.

The Town agrees that the Hampshire Council may, with notice to the Town and based upon the exercise of its reasonable judgment, modify the Plan pursuant to comments or requirements suggested or imposed by the DOER, the DPU or other relevant parties, provided that the Hampshire Council provide a copy of any modification to the Plan.

The Hampshire Council will prepare and submit, with an opportunity for Town review and approval, a form of the Plan and related Petition by the DPU prior to submission to the DPU. The Hampshire Council will, on behalf of the Town, prepare all filings with DPU, DOER and the Inspector General and sponsor any expert testimony deemed appropriate in support of the Petition. The Plan shall provide for universal access, reliability, and equitable treatment of all classes of customers and shall meet any requirements established by law or the DPU concerning aggregated service. The Plan shall also include, without limitation, a description of the Plan's organizational structure, its operations, and its funding, rate setting and other costs to participants, the rights and responsibilities of program participants, and a description of the procedure relating to the termination or suspension of the Plan.

The Hampshire Council will represent the Town at any public or evidentiary hearings conducted, as required, by the DPU. The parties acknowledge and agree that Plan participation by any retail customer shall be voluntary and consistent with statutory and regulatory requirements. Specifically, the Plan shall allow any retail customer to opt-out and choose any supplier or Provider that such retail customer wishes or to remain on Basic Service. Once enrolled in the Plan, any customer may choose to opt-out within 180 days without penalty. The Plan and any related notices regarding potential contracts shall prominently state all charges to Plan customers (including fees payable to Hampshire Council) and customer notices shall include full disclosure of the alternative Basic Service rate, how customers may access Basic Service, and the fact that Basic Service is available to ratepayers without penalty.

#### **04 Appointment of Hampshire Council as Administrative Agent.**

The Town hereby appoints the Hampshire Council to act on its behalf as administrative agent in connection with the: (i) design and development of the Plan; (ii) securing necessary regulatory review and approvals; (iii) conducting any solicitation of proposals for the provision of electricity service to the Plan, whether in the retail market or, in coordination with Hampshire Power, in the wholesale market pursuant to the form of solicitation reasonably deemed appropriate by the Hampshire Council; (iv) to negotiate and execute one or more electricity service agreements ("ESA") or similar agreements on behalf of the Town for the Plan consistent with any instructions or directions provided by the Town from time-to-time; (v) to design and implement customer education, opt-out, and customer transfer plans consistent with relevant regulatory requirements or any instructions received from the Town; and (vi) to take such other actions on the Town's behalf in connection with establishment and operation of the Plan and exercise such powers as the Hampshire Council may deem reasonably necessary and appropriate. It is understood and agreed that the use of the term "agent" in this Agreement or in any other Plan agreement with reference to the Hampshire Council is not intended to connote any fiduciary or other implied (or express) obligations arising under any agency doctrine or any applicable law. Instead, such term is intended to create an administrative relationship between contracting parties to facilitate the effective and efficient administration of the Plan. The Hampshire Council shall not have any duties or obligations except those expressly set forth herein. Without limiting the foregoing, the Hampshire Council:

- (i) shall not be subject to any fiduciary or implied duties;

- (ii) shall not have any duty to take any discretionary action or exercise any discretionary right or power;
- (iii) shall not be required to take any action that, in the opinion of its counsel, may expose the Hampshire Council to liability or that is contrary to this Agreement or any instructions received from the Town; and
- (iv) shall not have any duty to disclose, and shall not be liable for the failure to disclose any information relating to potential suppliers, its affiliated operations or other aggregation plans operated by the Hampshire Council that is communicated to or obtained by the Hampshire Council, its employees or its agents.

The Hampshire Council shall not be liable for any action taken or not taken by it pursuant to the terms and conditions hereof, instructions or directions received from Town officials or in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and non-applicable judgment. The Hampshire Council shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, writing (including any electronic message) believed to be genuine or statements made to it orally or by telephone from the Town. The Hampshire Council may consult with legal experts, independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts. The Hampshire Council may, directly or indirectly, enter into any transaction on behalf of the Plan with any affiliate of the Hampshire Council, provided that the terms of such transaction are no less favorable to the Plan than the terms that could be obtained from an independent third person.

#### **05 Implementation of Municipal Aggregation for All Customer Classes**

Based on historic and projected power supply needs, the Hampshire Council will identify options for obtaining and implementing a power supply contract for all customer classes, including the option for customers to support "green" electricity programs, including by means of Plan customers incurring a specified, optional surcharge in order to support the Hampshire Council's Hampshire Green Program.

#### **06 RFP Process**

Following approval by the DPU of the aggregation plan and completion of other approvals required by statute, the DPU or the DOER, the Hampshire Council shall periodically set a date and time for the receipt of prices and proposals regarding the length of term and other provisions from potential Providers. After review of the price and potential terms of the agreement by the Hampshire Council, the Hampshire Council shall take all measures necessary to execute any ESA on behalf of the Town and to effectuate the transfer of customer data from the local distributor to the Plan's supplier. The Hampshire Council shall provide the Town with the opportunity to review and reject any proposed ESA prior to execution.

No contract negotiated shall allow the pass through of any additional cost for the impact of Locational congestion charges or Locational capacity charges without written approval of the Board of Selectmen. The parties agree Hampshire Council may act as a Supplier or Broker subject to the Plan.

Hampshire Council may execute one or more ESAs that include a requirement that billing for that Plan's supplier shall be included in the electric bill from the Town's local distributor, its successors and assigns.

**07 Public Education**

The Hampshire Council shall prepare or cause to be prepared all informational and educational materials for the general public and for the media, consistent with any instruction of the Board of Selectmen, including meetings with representatives from the media.

**08 Legal Assistance**

The Hampshire Council shall prepare all required Plan filings and reports for the DOER, the DPU, and the Inspector General.

**09 Schedule**

Both parties agree that because approvals by state agencies are required, it is impossible to lay out the exact amount of time each event will take. The Hampshire Council will strive to complete the process within a reasonable time.

**10 Maintenance of Effort**

The Hampshire Council shall, after a contract is executed with a Provider, ensure compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and web site where ratepayers can seek information related to the municipal aggregation.

**11 No Cost to the Town**

The Town agrees the Hampshire Council will receive as consideration a fee of not more than \$0.002 per kWh of electricity supplied to Plan customers, to be collected by the Provider or Supplier and reflected in its charges, for the duration of any Plan supply contract. Payments shall be made directly to the Hampshire Council by the Provider under the terms and conditions of an ESA between the Hampshire Council, as administrative agent for the Town, and the Provider and shall constitute the total remuneration for all services and expenses incurred by the Hampshire Council pursuant to the terms of this Agreement. The Hampshire Council and the Town agree and understand that the Town is not responsible for the payment of any costs, expenses or expenditures except as required to advertise public hearings conducted by municipal officials; however, the costs of advertising, educational seminars conducted by the Hampshire Council, as well as all other costs such as transportation, printing and all others that are not related to official public hearings, shall be borne by the Hampshire Council.

**12 Amendments**

It is further agreed by the Town and Hampshire Council that all amendments to this contract shall be in writing and signed by the parties hereto.

**13 Termination, Other**

This contract may be terminated without notice by the Town at any time prior to the approval of the Municipal Aggregation Plan by the DPU.



**14 Assignment Prohibited**

It is further agreed by the Hampshire Council that it will not be permitted to assign its obligations hereunder without the previous written consent of the Board of Selectmen.

**15 Entire Agreement Clause**

It is further agreed by the Town and Hampshire Council that this contract and its attachments constitute the entire agreement between the Town and the Hampshire Council, and no other binding agreements exist between them relating to Municipal Aggregation of Electricity.

**16 Severability**

And it is further agreed by the Hampshire Council and the Town that the provisions of this contract are severable, and if any of these provisions shall be held invalid by any court of competent jurisdiction, the decision of said court shall not affect or impair any of the remaining provisions.

**17 Agreement**

The Hampshire Council does hereby covenant and agree with the Town that the Hampshire Council will faithfully perform all the work or services, and deliver all deliverables or reports required under the terms and conditions of this contract, including those attached hereto and incorporated herein.

**18 Duration of Contract**


It is agreed the duration of this contract shall be five years from the date of final approval of the Municipal Aggregation Plan as provided in section 1, with extensions and renewals granted by the Town for additional incremental periods to a total of ten years from said date.

**In Witness Whereof, the parties execute this agreement by their duly authorized officers.**

**TOWN OF GREAT BARRINGTON**

**HAMPSHIRE COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
BY: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
BY:  Todd Ford,  
Executive Director

As authorized at a posted meeting of  
the Board of Selectmen held

on \_\_\_\_\_.



TOWN OF GREAT BARRINGTON  
MASSACHUSETTS

OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT

Christopher Rembold, AICP

Town Planner

Ph: (413) 528-1619, ext. 7

[crembold@townofgb.org](mailto:crembold@townofgb.org)

EXECUTIVE SUMMARY

**TITLE:** Solarize Mass grant program

**BACKGROUND:** Per the Board's direction, the Energy Committee's initiative, and the draft Master Plan, the Town is pursuing the Solarize Mass grant to educate homeowners, businesses, and interested parties about small-scale solar electric systems. The program is available to residential, commercial properties, not-for-profits, private schools and universities. Solar audits are performed for interested parties by a to-be-designated solar installer. If the parties wish, they can contract with the company to install a solar electric system.

This grant response is in partnership with the Town of Egremont, since Egremont is too small of a community to participate on its own. Great Barrington administers the grant, but the towns each receive a separate grant allocation, and each town has its own solar coach and outreach strategy.

A cover letter addressing certain requirements is required from the Chief Executive as part of the grant. This draft letter is attached.

**FISCAL IMPACT:** Modest staff time administering the grant.

**RECOMMENDATION:** The Selectmen vote to support the Solarize Mass grant application with the Town of Egremont and that the Chairman and Town Manager sign the attached letter.

PREPARED AND REVIEWED BY:

DATE: 10/9/13

  
Town Planner

APPROVED BY:

DATE: 10/9/13

  
Town Manager

SEAN A. STANTON  
CHAIRMAN

DEBORAH PHILLIPS  
STEPHEN C. BANNON  
ANDREW D. BLECHMAN  
DANIEL BAILLY



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Great Barrington, MA 01230

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## TOWN OF GREAT BARRINGTON MASSACHUSETTS

### BOARD OF SELECTMEN

October 15, 2013

Massachusetts Clean Energy Center  
Via email: [solarize@masscec.com](mailto:solarize@masscec.com)

Re: Solarize Massachusetts RFP – Massachusetts Communities

To Whom It May Concern:

The Town of Great Barrington enthusiastically submits this proposal for Round 2 of the 2013 Solarize Massachusetts program. Great Barrington is partnering with the Town of Egremont for this program and both towns are fully committed to the success of the Solarize Mass program. Our marketing and outreach will deliver solar PV information to all homeowners, will result in solar PV audits for interested homeowners, and drive down the installation cost of solar PV as more homeowners decide to install solar PV.

Great Barrington will be the lead municipality for the purpose of this RFP response. However both towns have prepared and will implement specific outreach and marketing strategies, and both towns have designated a Municipal Representative and a Solar Coach of their own. Volunteer commitment letters are included with this application.

The Towns of Egremont and Great Barrington have a long tradition of working together, sharing services and municipal cooperation. This is due to the relatively small populations in the two towns as well as the respect for the nature of the towns. Great Barrington has more business and Egremont is more rural – each has unique services and amenities to offer the other. Both towns have volunteer Fire Departments and under the compact of mutual aid send personnel on calls for fire, rescue and medical assistance. Police Departments in the two towns share certain equipment creating efficiency in purchasing. They also share personnel on assignments which cross town boundaries. The Egremont Water Department has users who live across the boundary in Great Barrington. Residents in both towns use the services at each town's libraries. The Boards of Health in both towns work on policy development and permitting requirements which are consistent in both towns. All of our partnerships involve openness, respect and cooperation which are imperative to the operations of smaller communities.

The Municipal Representative for Great Barrington will be the Town Manager, Jennifer Tabakin. The Solar Coach will be Malcolm Fick. His personal statement is included with this application.

The Great Barrington Energy Committee has been organized and meeting since 2010. The Energy Committee led the town's successful effort of being designated a Massachusetts Green Community in 2012. A letter of support from the Energy Committee is included with this application.

Great Barrington is served by National Grid, and we do not have any other utility area networks. We have no objections to the sample Mass CEC – Community contract included in the RFP.

Great Barrington has previous experience with solar PV. The town has a 10.8 kilowatt solar PV array on its Fire Station, on State Road. There are also a number of private solar PV projects in town, primarily rooftop arrays on residences and commercial buildings.

Great Barrington's Building Inspector has experience with solar PV applications; he has issued ten solar PV permits in the past several years. Permits must be acted upon within 30 days, but the town's practice has been to process solar PV permits within one week.

We believe Great Barrington and Egremont have the expertise, commitment, and overall interest to make this a successful initiative. Thank you for your consideration. We look forward to implementing this program.

Sincerely,

Sean A. Stanton  
Chairman

Jennifer Tabakin  
Town Manager

## Jennifer Bailly

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**From:** Chris Rembold  
**Sent:** Wednesday, September 18, 2013 1:51 PM  
**To:** Jennifer Tabakin  
**Cc:** Helen Kuziemko; Jennifer Bailly  
**Subject:** Solarize Mass

Jennifer,

FYI, we will partner with Egremont for our Solarize Mass application. It's a good program for both of us – they also have an energy committee and volunteers ready to work. Part of the application requires the towns to show interest in the program. To that end, I just developed a 2-question web-based survey to blast out to everyone. I will be publishing that later today. See below in red.

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Do you want to save money on your electric bill and help the environment? You could do both through the Solarize Mass program!

The Towns of Great Barrington and Egremont are teaming up to participate in a highly competitive state-sponsored program that looks to increase the adoption of small-scale solar electricity systems. Part of our application is showing that there is strong interest in our two towns. By taking this survey, you are helping us show that.

There is no obligation and you don't even have to give your name.

1. Would you be interested in a free, state-sponsored, audit to see if solar panels can be cost effective for your home or business?

Yes No

2. In what town is your home or business?

Egremont Great Barrington

If you wish to leave your email address, please enter it here, and we can contact you when the program begins. \_\_\_\_\_  
Thank you!

If our towns are selected to participate in Solarize Mass, we will contact residents and business owners to see if they would like the solar installation company to assess your home's solar potential. Then, if you wish, you can sign a contract for solar panels. It is up to you. The more people who sign up, the lower the electric rate goes, and the more the savings add up. The program has already been successful in Lee, Lenox, Pittsfield and Williamstown. Home and business owners who want to participate can either purchase the solar electricity systems directly or enter into a lease or power purchase agreement (PPA) with the installer. Under a lease or PPA, the installer will own, operate and maintain the system, while the home or business owner agrees to purchase the power generated by the system at an agreed-upon rate. More information at <http://www.masscec.com/solarizemass>

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I will also be contacting various venues (Mahaiwe, Tri-Plex, etc) to see if they can host free info. sessions for us. Our space here in Town Hall is not big enough to meet the program requirements.

Applications are due mid-October. I'll need BoS signatures before that, so plan on something on the October 15 BoS agenda. Thanks!

Chris

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**Christopher T. Rembold, AICP**

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